



Crown Commercial Service

Call Off Order Form for Management Consultancy Services

**Provision of Independent Business Reviews and Related Diligence Services In
Relation To Support Due To Covid19**

To

HM Treasury

From

KPMG LLP

Contract Reference: CCCC20A41

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Management Consultancy Services dated **04 September 2018**.

This Call Off Order Form relates to the Provision of Independent Business Reviews and Related Diligence Services In Relation To Support Due To Covid19.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	To be advised by Authority at contract award
From	HM Treasury ("CUSTOMER")
To	KPMG LLP ("SUPPLIER")
Date	27th April 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 27 th April 2020
1.2.	Expiry Date: End date of Period: 26 th October 2020 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1	Services required: REDACTED
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) REDACTED
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 (Standards and Quality) Applied
4.2	Service Levels/Service Credits: Not Applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not Applied
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): REDACTED
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	<p>For the avoidance of doubt, the total contract value will not exceed £2,500,000.00 exc. VAT</p> <p>For the period from 27th April 2020 to 30th June 2020 the above 'reduced rate' card will apply to this contract.</p> <p>From 1st July 2020 Partner time spent on engagement(s) will be charged at a day rate of REDACTED. The remainder of the rate card will be unchanged until 26th October 2020.</p> <p>Partner rates will only be charged for engagements where more than 10% of the engagement is attributable to Partner usage. The first 10% of usage will remain at zero cost.</p> <p>These rates do not include the 1% Management Charge which will be added into fees.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>The Contracting Authority will provide the Supplier with a purchase order before work can commence. The Authority reserves the right to give permission to allow the Supplier to start work before a purchase order has been provided. This will be at the Suppliers risk.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted</p> <p>Where agreed with the client reasonable expenses incurred will be billed by the Supplier to the client.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Email for invoices is REDACTED</p> <p>NB: Provider to contact the contract manager for approval in the first instance.</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Contract charges are fixed from 27th April 2020 until 30th June 2020 and then will be revised in accordance with clause 6.7 upon this date.</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Revision as at 30th June 2020 in accordance with clause 6.7. For the avoidance of doubt the charges shall not exceed the rates set out in Framework Schedule 3.</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Revision as at 30th June 2020 in accordance with clause 6.7. For the avoidance of doubt the Charges shall not exceed the rates set out in Framework Schedule 3.</p>

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: Up to the sum of £2,500,000.00 (excluding VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Applied
7.3	Insurance (Clause 38.3 of the Call Off Terms): Applied

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: To include Supplier's pricing and rate card with any further Commercially Sensitive Information be advised by successful supplier at contract award.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 30 th March 2020 Recital D - date of receipt of Call Off Tender: 31 st March 2020
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10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be for the duration of the contract.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Applied
10.9	Notices (Clause 56.6 of the Call Off Terms): <u>Customer's postal address and email address:</u> HM Treasury, 100 Parliament Street, SW1A 2BQ REDACTED <u>Supplier's postal address and email address:</u> 8 Salisbury Square, London, EC4Y 8BB REDACTED
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) The Parties agree that any assistance, information gathering or other time incurred by the Supplier in connection with clause 35.4 (Transparency and Freedom of Information), Schedule 13 (Transparency Reports) or in connection with FOIA, enquiries or committees, shall be charged on a time and materials basis at the rates applicable to this Call Off Contract which are in force at the date of such assistance.
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: None
10.12	Call Off Tender: REDACTED

10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not Applicable
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17

Contract Reference:	CCCC20A41
Date:	27th April 2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor REDACTED REDACTED	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certific

	<p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual</p>	
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Categories of Data Subject		
10.16	MOD DEFCONs and DEFFORM Not Applicable	

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	REDACTED - Partner
Signature	REDACTED
Date	15 May 2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	29 May 2020