

Crown Commercial Service

Call-Off Order Form for RM6188 Audit & Assurance Services Framework (A&AS)

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

Call-off reference: **TRN 5196/07/2021**

The buyer: **Department of Business Energy & Industrial Strategy (BEIS)**

Buyer address: **1 Victoria St, London SW1H 0ET**

The supplier: **KPMG LLP**
Supplier address: **KPMG LLP, 15 Canada Square, London, E14 5GL**
Registration number: **OC301540**
DUNS number: **42-391-6167**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

[05/01/2022]

It is issued under the Framework Contract with the reference number RM6188 for the provision of management consultancy services.

Call-off lot:

Lot 2: External Audit

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6188

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6188 Audit and Assurance Services Framework

- Joint Schedule 1 (Definitions)



Joint Schedule
1.0dt

- Joint Schedule 2 (Variation Form)



Joint Schedule
2.0dt

- Joint Schedule 3 (Insurance Requirements)



Joint Schedule
3.0dt

- Joint Schedule 4 (Commercially Sensitive Information)



Joint Schedule 4.0dt

- Joint Schedule 6 (Key Subcontractors)



Joint Schedule 6.0dt

- Joint Schedule 7 (Financial Difficulties)



Joint Schedule
7.0dt

- Joint Schedule 8 (Guarantee)

Not USED

- Joint Schedule 10 (Rectification Plan)



Joint Schedule
10.0dt

- Joint Schedule 11 (Processing Data)



Joint%20Schedule%
2011%20REDACTED.

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)



Call off Schedule
1.odt

- Call-Off Schedule 3 (Continuous Improvement)



Call off Schedule
3.odt

- Call-Off Schedule 5 (Pricing Details)



Call off Schedule 5
REDACTED.odt

- Call-Off Schedule 7 (Key Supplier Staff)



Call off Schedule
7.odt

- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)



Call off Schedule
8.odt

- Call-Off Schedule 9 (Security)



Call off Schedule
9.odt

- Call-Off Schedule 10 (Exit Management)



Call off Schedule
10.odt

- Call-Off Schedule 12 (Clustering)



Call off Schedule
12.odt

- Call-Off Schedule 14 (Service Levels)



Call off Schedule
14.odt

- Call-Off Schedule 15 (Call-Off Contract Management)



Call off Schedule
15.odt

- Call-Off Schedule 16 (Benchmarking)



Call off Schedule
16.odt

- Call-Off Schedule 20 (Call-Off Specification)



Call off Schedule
20.odt

4. CCS Core Terms (version 3.0.7)



Core Terms.odt

5. Joint Schedule 5 (Corporate Social Responsibility)



Call off Schedule
5.odt

6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.



Call off Schedule 4 -
REDACTED.docx

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

REDACTED.

Call-off start date: 05/01/2022

Call-off expiry date: Three years after the Call-off start date

Call-off initial period: Two years after the Call-off start date

Call-off deliverables

See details in Call-Off Schedule 20 (Call-Off Specification)

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:
£250,000

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4

Payment method

Payment will be via BACS transfer from the Commissioning Authority

Buyer's invoice address

REDACTED

Buyer's authorised representative

REDACTED

Buyer's security policy

Appended at Call-Off Schedule 9 (Security). Short form Security will apply as per standard processes, however where the project requires, the long form may be used.

Supplier's authorised representative

REDACTED

Supplier's contract manager

REDACTED

Progress report frequency

See reporting frequency as detailed in Call-Off Schedule 20 (Call-Off Specification)

Progress meeting frequency

See meeting frequency as detailed in Call-Off Schedule 20 (Call-Off Specification)

Key staff

See detail in Call-Off Schedule 4 (Call-Off Tender)

Key subcontractor(s)

Not applicable

Commercially sensitive information

Not applicable

Service credits

See Call-Off Schedule 14 (Service Levels)

Additional insurances

Not Applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

See details of the Buyers procurement policies detailed here:
<https://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy/about/procurement>

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under

the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:	For and on behalf of the Buyer:
Signature: REDACTED	Signature: REDACTED
Name: REDACTED	Name: REDACTED
Role: REDACTED	Role: REDACTED
Date: 05/01/2022	Date: 05/01/2022