

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 **Strategic Consultancy Services** dated **04 September 2018**.

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 Template Call Off Order Form and the Call Off Terms.

Order Number	CS20212
From	The Department for Business, Energy and Industrial Strategy (BEIS), 1 Victoria Street, London, SW1H 0ET ("CUSTOMER")
To	KPMG LLP, 15 Canada Square, London, E14 5GL ("SUPPLIER")
Date	30th June 2020

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Wednesday 1st July 2020
1.2.	Expiry Date: End date of Initial Period: Wednesday 30th September 2020 End date of Extension Period: Wednesday 25th November 2020 Minimum written notice to Supplier in respect of extension: Two weeks

2. SERVICES

2.1	Services required: REDACTED
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3. PROJECT PLAN

3.1.	Project Plan: The Supplier shall provide the Customer with a draft Project Plan for Approval within 5 Working Days from the Call Off Commencement Date
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4. CONTRACT PERFORMANCE

4.1.	Standards: Cyber Essentials
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

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Not Permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

	The Department for Business, Energy and Industrial Strategy c/o UK SBS Queensway House, West Precinct, Billingham, TS23 2NF
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Call off contract charges fixed for the duration of the contract.
6.6	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: Not used
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £53,387.50 excluding VAT for the initial contract period until 30th September 2020 In the event that the optional 8 week extension is utilised the rate card as stated in section 2 – AW5.2 Price schedule will apply up to a maximum value of £40,000.00 excluding VAT (See Appendix 1) The total value of the contract shall not exceed £93,387.50 excluding VAT
7.2	Supplier's limitation of Liability Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): 1. Professional Indemnity insurance for not less than £1 million per claim; 2. Public liability insurance for not less than £1 million per claim (unlimited claims).

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
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Required
9.2	Commercially Sensitive Information: REDACTED REDACTED

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 2nd June 2020 Recital D - date of receipt of Call Off Tender: 16th June 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address: The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET Supplier's postal address: KPMG LLP, 15 Canada Square, London, E14 5GL
10.10	Transparency Reports Not Required
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: REDACTED

10.12	Call Off Tender: REDACTED
10.13	Publicity and Branding Clause 36.3.2 of the Call Off Terms
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:	CS20212
Date:	01/07/2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor	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	<p>Nature of processing:</p> <ul style="list-style-type: none"> Collection Recording Analysis Storage Retrieval Consultation Disclosure by transmission Use Erasure <p>Purposes of processing:</p>

	<p>Evaluation of bids</p> <p>Contacting bidders</p> <p>Contacting stakeholders</p> <p>Contacting consultation respondents</p>	
Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Personal email address</p> <p>Personal phone number</p> <p>Home address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information Qualifications or Certifications</p> <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 or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
<p>Categories of Data Subject</p>	<p>Customers/Clients</p> <p>Staff</p> <p>Members of the public</p> <p>Consultation respondents</p>
<p>10.16</p>	<p>MOD DEFCONs and DEFFORM</p> <p>Call Off Schedule 15</p> <p>Not Used</p>

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: KPMG LLP

Name and Title	REDACTED
Signature	REDACTED
Date	

For and on behalf of the Customer: The Department for Business, Energy and Industrial Strategy (BEIS)

Name and Title	REDACTED
Signature	REDACTED
Date	

