# Crown Commercial Service

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#  Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

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

## Order Form

Call-off reference: **Commercial Leakage - 701578622**

The buyer: **Defence Digital Commercial - MoD**

Buyer address: **Defence Digital**

**Strategic Command**

**Spur B2, Building 405,**

**MoD Corsham,**

**Wiltshire,**

**SN13 9NR**

The supplier: **KPMG LLP**

Supplier address: **15 Canada Square, Canary Wharf London. E14 5GL**

Registration number: **GB791788859**

DUNS number: **42-391-6167**

Sid4gov id: **Not Known**

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### **Applicable framework contract**

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

**19/11/2021**

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

### **Call-off lot 3**

### **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) RM6187
3. The following Schedules in equal order of precedence:

### **Joint Schedules for RM6187 Management Consultancy Framework Three**

* + Joint Schedule 1 (Definitions)
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 8 (Guarantee)
	+ Joint Schedule 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

### **Call-Off Schedules**

* + Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 15 (Call-Off Contract Management
	+ Call-Off Schedule 17 (MOD Terms)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.7)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. Call-Off Schedule 4 (Call-Off Tender)

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:

1. **Please note** that the Framework Schedules 1-9 will apply to this Call-Off Contract. These are listed below for reference:
* Framework Schedule 1 – Specification
* Framework Schedule 2 – Framework Tender
* Framework Schedule 3 – Framework Prices
* Framework Schedule 4 – Framework Management
* Framework Schedule 5 – Management Charges and Information
* Framework Schedule 7 – Call-Off Award Procedure
* Framework Schedule 8 – Self Audit Certificate
* Framework Schedule 9 – Cyber Essentials Scheme
1. The Limit of Contractors Liability shall be capped at £7,001,000.00 (ex VAT).

Other Call-Off Special Terms may be added prior to contract award.

**Call-off start date:**  **19/11/2021**

**Call-off expiry date:**  **18/05/2023**

**Call-off initial period:**  **18 Months**

### **Call-off deliverables:**

**Option B**: See details in Call-Off Schedule 20 (Call-Off Specification) and the Statement of Requirements. Please note that at the end of each phase, the Authority has a right to terminate this agreement in accordance with the Statement of Requirements.

### **Maximum liability**

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

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

Please see the Call-Off Special Terms.

### **Call-off charges**

**Option B**: 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.

To be pre-approved by MOD project lead and must follow the Travel and Subsistence Policy in the MOD Contractors T&S Guidance.

### **Payment method**

In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

### **Buyer’s invoice address**

Thomas Dubberley

Commercial Manager

Thomas.Dubberley100@mod.gov.uk

Spur B2, Building 405,

MoD Corsham,

Wiltshire

SN13 9NR

**Buyer’s authorised representative**

As above

### **Buyer’s security policy**

To be provided by the Buyer before the Commencement Date

### **Supplier’s authorised representative**

Martin Molloy

Partner

Martin.Molloy@kpmg.co.uk

15 Canada Square, Canary Wharf London. E14 5GL

### **Supplier’s contract manager**

Martin Molloy

Partner

Martin.Molloy@kpmg.co.uk

15 Canada Square, Canary Wharf London. E14 5GL

### **Progress report frequency**

Weekly reports will be required, and any adhoc reports might be requested from the Supplier. The format of these reports will be decided in consultation with the Supplier.

**Progress meeting frequency**

Regular meetings will be required between the Authority and the Supplier; the frequency and format of these meetings will be decided and agreed in consultation between the Authority and the Supplier.

**Key staff**

Tooling: Project Lead

Lead Architect

Audit: Project lead

### **Key subcontractor(s)**

Not Applicable

### **Commercially sensitive information**

In accordance with Clause 16 of the Framework Core Terms, the Supplier is required to fill out this section if they believe they have any Commercially Sensitive Information that cannot be made public under the FOIA and EIR.

### **Service credits**

Not applicable

### **Additional insurances**

The Supplier shall maintain such Insurance to cover Contractor’s Liability as detailed in the Call-Off Special Terms attached to this tender.

### **Guarantee**

Not applicable

### **Buyer’s environmental and social value policy**

The Social Value Model, Edn 1.1, 03/12/2020, available online at: <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

### **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**:

Signature: \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Name: \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Role: \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Date: \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

**For and on behalf of the Buyer**:

|  |
| --- |
| Name: Lee FullerJob title: Head of Commercial IT Hardware and Services |
| Signature: //Lee Fuller\\ (electronically signed) |
| Date: 19/11/2021 |