

Specialist Consultancy Support for ONE HMPPS

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	Con_23390
THE BUYER:	Secretary of State
BUYER ADDRESS	Ministry of Justice 102 Petty France London SW1H 9AJ
THE SUPPLIER:	KPMG LLP
SUPPLIER ADDRESS:	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 26th Feb 2024.

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

CALL-OFF LOT(S):

MCF3 – Lot 5 HR

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 includes 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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
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.

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:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

Special term 2 – The Supplier shall perform the Services using the Buyer's laptops, which the Buyer shall provide on the Call off start date.

Call-off start date: 26th February 2024

Call-off expiry date: 25th May 2024

Call-off initial period: 3 Months

No extension options

Call-off deliverables:

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

[REDACTED]

For the avoidance of doubt:

[REDACTED]

Security

Short form security requirements apply

Maximum liability

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

[REDACTED]

Call-off charges

£97,000 Excluding VAT

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:

[REDACTED]

Reimbursable expenses

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

Payment method

A central purchase order number will be provided by the Authority. All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference. You must be in receipt of a valid PO Number before submitting an invoice.

Buyer's invoice address

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

[REDACTED]

Buyer's security policy

Cyber and technical security policy available here
[Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/security-guidance)

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

Fortnightly on a Friday

Progress meeting frequency

Weekly meetings on a Tuesday to review requirements and to ensure successful communications and stakeholder management.

Every fortnight on a Tuesday those meetings will review progress report including financial profiles and performance.

Key staff

[REDACTED]

Key subcontractor(s)

Not applicable

Commercially sensitive information

Joint Schedule 4

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

[REDACTED]

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.

CORE TERMS

Core Terms	[REDACTED]
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JOINT SCHEDULES

Joint Schedule 1 (Definitions)	[REDACTED]
Joint Schedule 2 (Variation Form)	[REDACTED]
Joint Schedule 3 (Insurance Requirements)	[REDACTED]
Joint Schedule 4 (Commercially Sensitive Information)	[REDACTED]
Joint Schedule 5 (Corporate Social Responsibility)	[REDACTED]
Joint Schedule 10 (Rectification Plan)	[REDACTED]
Joint Schedule 11 (Processing Data)	[REDACTED]

CALL-OFF SCHEDULES

Call-Off Schedule 7 (Key Supplier Staff)	[REDACTED]
Call-Off Schedule 9 (Security)	[REDACTED]
Call-Off Schedule 20 (Call-Off Specification)	[REDACTED]

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]