

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

Order Form

CALL-OFF REFERENCE:	[REDACTED]
THE BUYER:	His Majesty's Prison and Probation Service (HMPPS)
BUYER ADDRESS	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
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10th January 2023

It's issued under the Framework Contract with the reference number RM6187 MCF3 for the provision of HMPPS Governance Review.

CALL-OFF LOT(S):

RM6187 – Lot 2

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 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

[None]

Call-off start date: 10th January 2023

Call-off expiry date: 10th March 2023

Call-off initial period: 2 Months

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.

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

[REDACTED]

Call-off charges

The call of charges will not exceed £98,000.00 (Exc 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:

- 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 should be made within 30 days of the receipt of invoice

Payment address: [REDACTED]. Payment methods will be provided on the 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

Available on Request

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

Not applicable

Progress meeting frequency

Weekly meeting between HMPPS Strategy Unit, HMPPS Governance Team and

KPMG

Key staff

[REDACTED]

Key subcontractor(s)

NA

Commercially sensitive information

Included in Joint Schedule 4

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Not Applicable

Social value commitment

Not Applicable

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: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

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 1 (Transparency Reports) - Optional	[REDACTED]
Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Call-Off Schedule 9 (Security) - Optional	[REDACTED]
Call-Off Schedule 20 (Call-Off Specification) - Optional	[REDACTED]