

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

Order Form

CALL-OFF REFERENCE:	710295450
THE BUYER:	DE&S Land Domain
BUYER ADDRESS	MOD Abbey Wood, Bristol, BS34 8JH
THE SUPPLIER:	KPMG
SUPPLIER ADDRESS:	KPMG LLP, 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 18th January 2024.

It's issued under the Framework Contract with the reference number RM6188 for the provision of professional data and literature review services.

CALL-OFF LOT(S): [Not applicable]

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) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) – Mandatory
(Redacted Under FOIA Section 43, Commercial Interests)
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 7 (Key Supplier Staff) - Optional (Redacted Under FOIA Section 40, Personal Information)
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
 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

Call-off start date: 18th January 2024

Call-off expiry date: 31st March 2024

Call-off initial period: 74 days

Call-off deliverables:

Deliverable Name	Quantity	Delivery Date	Details
Data and Literature Review Report	1	No Later Than 31 st March 2024 See 'Progress Report Frequency' for further details regarding Report Draft due dates.	Written Report summarising the approach taken, the data and literature sources reviewed, and key observations identified.
Data and Literature Review Briefing	1	No Later Than 31 st March 2024	The results of the Data and Literature Review and key observations identified to be communicated to DG Land in a verbal briefing.

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:

£196,500.00

Call-off charges

Names	Daily Rate (£ exc VAT)	Number of days	Total
[REDACTED] Under FOIA Section 40, Personal Information	[REDACTED] Under FOIA Section 43, Commercial Interests	15	[REDACTED] Under FOIA Section 43, Commercial Interests
[REDACTED] Under FOIA Section 40, Personal Information	[REDACTED] Under FOIA Section 43, Commercial Interests	45	[REDACTED] Under FOIA Section 43, Commercial Interests
[REDACTED] Under FOIA Section 40, Personal Information	[REDACTED]	45	[REDACTED]

	Under FOIA Section 43, Commercial Interests		Under FOIA Section 43, Commercial Interests
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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

The Customer is only able to accept invoices submitted through its nominated electronic procure-to-pay system, and the Supplier shall register with the system and complete all required onboarding processes. The Customer will not accept, and will have no obligation to pay, invoices submitted by any other means.

The Call-Off Contract Charges are on a fixed price basis (inclusive of any expenses).

Buyer's invoice address

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

MOD Abbey Wood
Bristol
BS34 8JH

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

Buyer's security policy

To be provided upon commencement of activity.

Supplier's authorised representative

Redacted Under FOIA Section 40, Personal Information

Supplier's contract manager

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Progress report frequency

Weekly written summary updates on progress.

Sub deliverables to include:

- Initial structure of report to be proposed by KPMG (with core team direction) No Later Than **2nd February**.
- Draft version of report (initial consolidated view of all programmes) to be available by **1st March** to ensure core members and KPMG are aligned with expectations and have opportunity to amend if needed.
- Minimum 95% complete report by **15th March**, allowing 2 weeks contingency in case of need to amend further.

Progress meeting frequency

As agreed between the Buyer and Supplier authorised representatives.

Key staff

DE&S

Staff Name	Staff Role	Email Address	Address
Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information	MOD Abbey Wood, Bristol, BS34 8JH
Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information	MOD Abbey Wood, Bristol, BS34 8JH

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KPMG

Staff Name	Staff Role	Email Address	Address
Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information	KPMG LLP, 15 Canada Square, London, E14 5GL
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Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information	KPMG LLP, 15 Canada Square, London, E14 5GL

Key subcontractor(s)

Not applicable

Commercially sensitive information

See joint schedule 4 (Redacted Under FOIA Section 40, Personal Information)

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

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** Under FOIA Section 40, Personal Information

Name: **Redacted** Under FOIA Section 40, Personal Information

Role: **Redacted** Under FOIA Section 40, Personal Information

Date: 18th January 2024

For and on behalf of the Buyer:

Signature: **Redacted** Under FOIA Section 40, Personal Information

Name: **Redacted** Under FOIA Section 40, Personal Information

Role: DE&S Commercial Officer

Date: 18th January 2024

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles ("Key Roles") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully

competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.