

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

Order Form

CALL-OFF REFERENCE:	PS127
THE BUYER:	Ministry of Defence, Defence Digital
BUYER ADDRESS	MOD Corsham, Westwells Road, Corsham, SN13 9NR
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 16/09/2022.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Management Consultancy Services.

CALL-OFF LOT(S):
MCF3 Lot 4 - Finance

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 10 (Exit Management) -
- Call-Off Schedule 15 (Call-Off Contract Management) – • Call-Off Schedule 16 (Benchmarking) -
- Call-Off Schedule 17 (MOD Terms) -
- Call-Off Schedule 20 (Specifications) -

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

No Special Terms are incorporated into this Call-Off Contract.

Call-off start date: 20/09/2022

Call-off expiry date: 20/12/2022

Call-off initial period: 3 Months

Call-off deliverables:

Provide critical technical delivery support, for the following key deliverables:

<u>Serial number:</u>	<u>Deliverable</u>	<u>Output</u>
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1	Contractor/Other Internal Support analysis Understand the baseline of contractor spend and plans for transition to civil servants. Segment population by category to understand roles that should be delivered by civil servants v niche specialists and/or capacity constraints	Report advising on contractor population segmentation by category with role profiles split by civil servant v niche specialist.
2	Options analysis and implementation Options analysis against different time horizons to deliver a mix of immediate interventions to teams, through to the systemic approach to planning for, employing and transitioning away from wholesale use of contractors/inappropriate external support.	Report detailing options analysis with recommended options across short, medium and long term time horizons to deliver transition and implementation of the chosen option by DD FD.
3	Advice on continued monitoring of contractor usage Work with Commercial stakeholders to develop advice on on-going monitoring (inc MI & reporting) to meet the requirement to bear down on contractor expenditure and monitor progress of agreed interventions	Report outlining advice on the continued monitoring of contractor usage and progress against agreed initiatives
4	Approvals streamlining model for Project Accelerate Develop advice on the end-to-end approvals process to support streamlining the approvals process and enabling a reduction in time taken for approvals.	Report detailing early options and high-level recommendations to streamline the digital approvals process.
5	Pilot projects for streamlining approval process Initiate and manage oversight of the pilot projects for the streamlined approvals process developed under serial 4.	Provision of advice and guidance to pilot projects to develop evaluation reports to document success and failures for streamlined approvals process.

6.	TLB model analysis Understand, analyse and develop a framing document to capture the current HLB structure and develop an appropriate level of analysis to provide options for future organisational structures to enable new funding and governance arrangements.	Report which includes a framing of the 'as is' HLB structure inc current challenges, opportunities and a refined intent statement to feed further detailed options analysis.
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The Supplier's approach is further outlined in Call-Off Schedule 20 (Specification).

The contractor undertaking the programme of work will be provided with Government furnished assets to deliver the key requirements.

See Exit Management Plan at Call-Off Schedule 10.

Security

Short form security requirements apply, see Call-Off Schedule 9.

Maximum liability

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

Call-off charges

This Call-Off shall have a maximum price of **£204,563.00 (ex VAT)*** for the initial period as quoted in the proposal received 15/09/2022.

ROLE	NO. OF DAYS	RATE	TOTAL
QUALITY ASSURANCE PARTNER			
INTERIM COS			
INTERIM COS SUPPORT			
TLB ANALYSIS LEAD			
TLB ANALYSIS SUPPORT			
TOTAL EX VAT			£204,563.00

The charges are on a Time & Materials basis and will facilitate days of FTE.

There is no T&S budget included in this Call-Off Contract.

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 None.

Payment method

T&M Monthly in arrears through CP&F.

Buyer's invoice address

[REDACTED]
[REDACTED]
[REDACTED]

Bldg 405, Spur B3, MOD Corsham, Westwells Road, Wiltshire SN13 9NR

FINANCIAL TRANSPARENCY OBJECTIVES

Not Applicable

Buyer's authorised representative

[REDACTED]

Professional Services

[REDACTED]

Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR

Supplier's authorised representative

[REDACTED]

[REDACTED]

KPMG LLP

[REDACTED]

15 Canada Square | London | E14 5GL

Supplier's contract manager

[REDACTED]
[REDACTED]

KPMG LLP

[REDACTED]

15 Canada Square | London | E14 5GL

Progress report frequency

Weekly report to cover progress, RAID and Key blockers.

Progress meeting frequency

Formal monthly progress meeting aligned with the financial forecast and actuals review.

See Call-Off Schedule 15, Annex A.

Key staff

Not Applicable

Key subcontractor(s)

Not Applicable

Commercially sensitive information

Contract Pricing

Service credits

Not Applicable

Additional insurances

Not Applicable

Guarantee

Not Applicable

Buyer's environmental and social value policy

Procurement Policy Note –Taking Account of Social Value in the Award of Central Government Contracts, (September 2020), available at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/921437/PPN-06_20-Taking-Account-of-Social-Value-in-the-Award-of-CentralGovernment-Contracts.pdf

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract.

The Quality Standards required for this Call-Off Contract are:

No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627

No Deliverable Quality Plan is required reference DEFCON 602B 12/06

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contract Working Parties.

Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Material.

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a CallOff 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: 22/09/22

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 28/09/2022