

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

### Order Form

CALL-OFF REFERENCE:	CCCC22A16
THE BUYER:	Crown Commercial Service
BUYER ADDRESS	9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP
THE SUPPLIER:	KPMG
SUPPLIER ADDRESS:	15 Canada Square, E14 5GL
REGISTRATION NUMBER:	OC301540
DUNS NUMBER:	423916167
SID4GOV ID:	N/A

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and Dated 23rd March 2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of a Customer Satisfaction Measurement and Reporting Solution.

### CALL-OFF LOT(S): 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 6 (Key Subcontractors)
- 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 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
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.

The Parties shall discuss and acting reasonably agree on the figures to insert into Annex A to Part A (Services Levels and Service Credits Table) of Call Off Schedule 14 within [14 days] days of the Call Off Start Date.

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 disbursement*

**Call-off start date:** 30<sup>th</sup> March 2023

**Call-off expiry date:** 29<sup>th</sup> August 2025

**Call-off initial period:** 29 months

**Call-off deliverables:**

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

**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:

£1,288,017.42.

**Call-off charges**

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.

## **Payment method**

### **Invoice**

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Payments will be made in line with delivery of the phases and milestones included in the milestone delivery plan.

The four phases of project delivery are not guaranteed at the start of the contract and the authority reserves the right to withdraw from this contract after the delivery of any of these phases or part completion of the phases and re-procure the remaining work or parts thereof.

Agreement by the authority, to the completion of each phase shall be required in writing prior to invoices being raised and payment being made by the authority for that phase.

The authority shall have the right to go back out to market at each phase dependant on delivery, timeliness, and quality of output.

The Authority retains the right to pay for a full phased element for work undertaken where it has resulted in satisfactory completion and has resulted in a phase being complete as work in progress, to the Authority.

The Authority retains the right to pay a proportion of a phased payment for work undertaken where it has resulted in a part complete product being issued, as work in progress, to the Authority.

## **REDACTED TEXT under FOIA Section 43 Commercial Interests.**

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

### **Buyer's invoice address**

## **REDACTED TEXT under FOIA Section 40, Personal Information.**

### **FINANCIAL TRANSPARENCY OBJECTIVES**

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

### **Buyer's authorised representative**

## **REDACTED TEXT under FOIA Section 40, Personal Information.**

**Buyer's security policy**

Appended at Call-Off Schedule 9

**Supplier's authorised representative**

**REDACTED TEXT under FOIA Section 40, Personal Information.**

**Supplier's contract manager**

**REDACTED TEXT under FOIA Section 40, Personal Information.**

**Progress report frequency**

Weekly as per Call Off Schedule 20 Call Off Specification

**Progress meeting frequency**

Fortnightly Key staff

**REDACTED TEXT under FOIA Section 40, Personal Information.**

**Key subcontractor(s)**

Perspective Research Services Ltd.

229-231 High Holborn, London, WC1V 7DA, United Kingdom

**REDACTED TEXT under FOIA Section 40, Personal Information.**

Dynata Global UK LTD

160 Queen Victoria Street, London

**REDACTED TEXT under FOIA Section 40, Personal Information.**

**Commercially sensitive information**

Pricing information

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Buyer's environmental and social value policy**

**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: **REDACTED TEXT under FOIA Section 40,**

**Personal Information.**

Name: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Role: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Date: 29/03/2023

**For and on behalf of the Buyer:** Signature: **REDACTED TEXT under FOIA Section 40,**

**Personal Information.**

Name: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Role: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Date: 27/03/2023