

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

Order Form

CALL-OFF REFERENCE:	VOA/2023/076
THE BUYER:	Valuation Office Agency
BUYER ADDRESS	8 th floor, 10 South Colonnade, Canary Wharf, London, E14 4PU
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 19/03/2024. It's issued under the Framework Contract with the reference number RM6187 for the provision of forensic accountancy services.

CALL-OFF 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) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) - Optional
- Call-Off Schedule 7 (Key Supplier Staff) - Optional
- Call-Off Schedule 9 (Security) - Optional
- Call-Off Schedule 15 (Call-Off Contract Management) - Optional
- Call-Off Schedule 23 (HMRC Terms) - Optional

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

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

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 - Notwithstanding any other provision of this Contract, unless required by Applicable Law, the Client shall not without the Supplier's prior written consent for any KPMG Deliverable (not to be unreasonably withheld or delayed):

- i. Disclose any Supplier branded Deliverable to any third party; or
- ii. Alter any Supplier branded Deliverable.

Call-off start date: 01/04/2024

Call-off expiry date: 31/03/2026

Call-off initial period: 31/03/2025, extendable by 12 months.

Call-off deliverables:

Redacted Under FOIA Section 43, Commercial Information

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:

£50,000

Call-off charges

Redacted Under FOIA Section 43, Commercial Information

These rates are exclusive of VAT and disbursements.

The above rates will apply for the duration of the contract. For any specific scope of work under the contract, the Supplier will provide a fee quote, based on the above rates, estimating the total fees to undertake the task(s). This will be agreed with the Buyer prior to commencing work.

The day rates are provided on the basis of an 8-hour day. Partial days will be charged at a pro-rata amount for the hours worked.

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

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices), paragraph 4. Expenses should be agreed with the Buyer prior to making any bookings and in line with the Buyer's expenses policy, which will be provided upon request.

Payment method

Payments will be made via an electronic payments system, SAP Ariba P2P MYBuy). Invoices should be provided for each milestone within one month of agreement of deliverables and sent to voainvoices.ap@hmrc.gov.uk, copying in the contract manager (and including the purchase order number provided). Payments will be made into the bank account provided by the supplier.

Buyer's invoice address

Redacted 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 under FOIA section 40, Personal Information

Buyer's security policy

Short Form Security Requirements set out in Call Off Schedule 9 (Security).

Buyer shall not pass any personal data to Supplier in connection with this Agreement. KPMG will not be able to handle or process Personal Data or Personally Sensitive data without additional agreement and potential Variations to this Call-Off agreement to accommodate this.

Supplier's authorised representative

Redacted under FOIA section 40, Personal Information

Supplier's contract manager

Redacted under FOIA section 40, Personal Information

Progress report frequency

Progress reports and progress meetings to be agreed and confirmed within 5 working days of a request by VOA case manager.

Progress meeting frequency

Progress reports and progress meetings to be agreed and confirmed within 5 working days of a request by VOA case manager.

Key staff

Redacted under FOIA section 40, Personal Information

Key subcontractor(s)

Not applicable

Commercially sensitive information

Supplier's proposal dated 13/03/24.

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:

Name:

Role:

Date:

For and on behalf of the Buyer, Valuation Office Agency on behalf of the Commissioners for HM Revenue and Customs:

Signature:

Name:

Role:

Date: