



Ministry
of Defence

DBS Mil Pers & Vets, SPO and DCDS (MilCap) Commercial Delivery Team

Contract No: 701575736

For:

**RM6008-Programme Mgmt Support-
MOD Climate Change & Sustainability
Directorate**

<p>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p>Team Name and address:</p> <p>DBS Mil Pers & Vets, SPO and DCDS (MilCap) Commercial Delivery Team</p> <p>Innsworth House, Imjin Barracks, Gloucester GL3 1HW</p>	<p>And</p> <p>Contractor Name and address:</p> <p>KPMG LLP 15 CANADA SQUARE E14 5GL</p>
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Contract Terms and Conditions

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Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Management Consultancy 2** dated **04 September 2018**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	701575736
From	Ministry of Defence ("CUSTOMER")
To	KPMG LLP ("SUPPLIER")
Date	23 August 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 31 August 2021
1.2.	Expiry Date: End date of Initial Period: 24 January 2022 (20 weeks from Service Commencement) End date of Extension Period: 7 February 2022 (22 weeks from Service Commencement) Minimum written notice to Supplier in respect of extension: 2 weeks

2. SERVICES

2.1	Services required: Detailed in Call Off Schedule 2 (Services) and 701575736 Statement of Requirement  20210723-70157573 6%20SOR_CCS_PMO
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3. PROJECT PLAN

3.1.	Project Plan:
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4. CONTRACT PERFORMANCE

4.1.	Standards: NOT APPLICABLE
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to 5 (five)

5. PERSONNEL

5.1	Key Personnel: (Project Partner) (Project Director) (Integrator)
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

	None
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6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Permitted if required. All expenses must be approved in advance by the MOD Project Manager.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoicing and payment will be managed through the MOD's Contracting, Purchasing and Finance (CP&F) electronic procurement tool
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The contract period.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Applicable
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: £0.01
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);
7.3	Insurance (Clause 38.3 of the Call Off Terms):

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information:

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 23 July 21 Recital D - date of receipt of Call Off Tender: 6 August 2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security:

	<p>Short form security requirements AND All Contractor staff are to have Basic Check Security Clearance as a minimum for viewing supplied data delivering the work packages and for the physical handling and transfer of data.</p>
10.4	<p>ICT Policy: Not applied</p>
10.6	<p>Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 4 weeks</p>
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):
10.9	<p>Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: tina.cole757@mod.gov.uk No postal address due to COVID-19 restrictions Supplier's postal address and email address: KPMG LLP 15 Canada Square London E14 5GL</p>
10.10	<p>Transparency Reports In Call Off Schedule 13 (Transparency Reports) Not required</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: MOD DEFCON'S and DEFFORM's apply see 10.16</p>
10.12	Call Off Tender:

	In Schedule 16 (Call Off Tender)																			
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)																			
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p> <p>Please provide a list of Sub-contractors if being used</p>																			
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p> <p>No personal data will be processed under this call off contract.</p>																			
	<table border="1"> <tr> <td>Contract Reference:</td> <td>701575736</td> </tr> <tr> <td>Date:</td> <td>23 August 2021</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>None</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,</td> </tr> <tr> <td>Duration of the processing</td> <td>For the duration of the Framework Contract plus 7 years.</td> </tr> <tr> <td>Nature and purposes of the processing</td> <td>Not Applicable</td> </tr> <tr> <td>Type of Personal Data</td> <td>Not Applicable</td> </tr> <tr> <td>Categories of Data Subject</td> <td>Not Applicable</td> </tr> </table>		Contract Reference:	701575736	Date:	23 August 2021	Description Of Authorised Processing	None	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,	Duration of the processing	For the duration of the Framework Contract plus 7 years.	Nature and purposes of the processing	Not Applicable	Type of Personal Data	Not Applicable	Categories of Data Subject	Not Applicable
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Categories of Data Subject	Not Applicable																			
10.16	MOD DEFCONs and DEFFORM																			
	Call Off Schedule 15																			
<p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <p>DEFCONs</p>																				

DEFCON No	Version	Description	
5J	18/11/2016	Unique identifiers	
520	May-18	Corrupt Gifts and Payments of Commission	
522	Nov-17	Payment and Recovery of Sums Due	
703	Jun-21	Intellectual Property Rights – Vesting in the Authority	

DEFFORMs

DEFFORM No	Version	Description
111		Appendix - Addresses and Other Information
539	08/13	Tenderer's Commercially Sensitive Information Form

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\) website](#).

FORMATION OF CALL OFF CONTRACT –

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms 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.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	Shareef Maund - Director
Signature	
Date	26 August 2021

For and on behalf of the Customer:

Name and Title	Nathan Lewis – HO Commercial BP4
Signature	<i>N C Lewis</i>
Date	23 Aug 2021

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Tina Cole

Address: Innsworth House, Imjin Barracks, Gloucester. GL3 1HW

Email: tina.cole757@mod.gov.uk

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: Margaret Tomlin

Address

Email:

3. Packaging Design Authority Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)



4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name:



(b) U.I.N.

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANS** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diffr.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows:

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH
Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact
DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1