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

Order Form

CALL-OFF REFERENCE: PS23262

THE BUYER: Department for Energy Security & Net Zero

(DESNZ)

BUYER ADDRESS 1 Victoria Street, London W1H 0ET

THE SUPPLIER: KPMG LLP

SUPPLIER ADDRESS: 15 Canada Square, London, E14 5GL

REGISTRATION NUMBER: OC301540

DUNS NUMBER: Not known

SID4GOV ID: Not known

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 9th November 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of DESNZ Data Governance Discovery and Maturity Assessment.

CALL-OFF LOT:

Lot 3

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 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- 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.

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

None

Call-off start date: 10th November 2023

Call-off expiry date: 29th March 2024

Call-off initial period: 5 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: £345,889.02 excluding VAT

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

The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority.

The invoice shall show the amount of VAT payable and bear the Purchase Order number.

Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment please contact our accounts payable section either by email to or by telephone

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call- Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

Buyer's invoice address

Framework: RM6187 Model version: v3.7

(UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF)

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative



Buyer's security policy Not applicable

Supplier's authorised representative



Supplier's contract manager



Progress report frequency Every 2 weeks

Progress meeting frequency Every 2 weeks

Key staff







Key subcontractor(s)

Not applicable

Commercially sensitive information



Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy



Department for Energy Security & Net Zero



Department for Science, Innovation & Technology

DESNZ & DSIT: Environmental Policy

DESNZ and DSIT are UK government departments respectively leading on energy security & net zero and science, innovation & technology. We are committed to protecting the environment and preventing pollution. We undertake all our activities in a responsible manner, using best practice, to reduce the environmental impacts of our operations and to enhance and improve environmental performance and the Environmental Management System. DESNZ and DSIT are committed to fulfilling all environmental compliance obligations as a minimum and will strive to continually improve the environmental performance of our buildings, operations and supply chains.

DESNZ & DSIT will:

- Proactively reduce our carbon footprint by implementing energy saving practices and technologies, to be more energy efficient;
- Mitigate the impacts of business travel through relevant policies and procedures;
- Preserve and enhance biodiversity on our sites where we have opportunities and scope to do so;
- Proactively use innovation and technology to ensure efficient use of water;
- Embed the Waste Hierarchy into all waste procedures while also managing waste according to our duty of care;
- Understand and assess climate change adaptation risks for our key sites, to ensure business continuity and resilience;
- Consider sustainability in all procurement decisions, focusing on decarbonisation, sustainable resource use and climate change adaptation;
- Minimise the consumption of natural resources and reducing environmental impacts through our supply chains;
- Manage fuels and hazardous substances appropriately to minimise environmental risks;

5

Framework: RM6187 Model version: v3.7

UK OFFICIAL

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

- Regularly review performance of environmental objectives and targets;
- Regularly report on progress to the senior responsible officer;
- Communicate this policy to our staff, to everyone working for or on behalf of DESNZ and DSIT and interested parties to ensure they understand the environmental impacts of their job and how to minimise these.

DESNZ and DSIT shall monitor and review effectiveness of this policy through ISO 14001:2015 Environmental Management System and in conjunction with the ISO 50001:2018 Energy Management System.

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.