**Order Form**

This Order Form is for the provision of the Call-Off Deliverables. It is issued under the DIPS Framework Contract with a unique reference number starting with RM6249. The DIPS Framework and this Call-Off Contract are to be for the delivery of Outcomes only. This Framework is not for the request and delivery of resource. If specific resources are needed alternative sourcing methods must be used.

During the Call-Off Contract Period, the Requirement Holder and the Supplier may agree and execute a Statement of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)). Upon execution of any Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

The Parties agree that when the Requirement Holder seeks further Deliverables within the initial scope of the original Call-off contract from the Supplier that are not provided for in this Call-Off Contract, the Requirement Holder and Supplier will agree and execute a Call-Off Variation Form.

All capitalised terms in this Order Form shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

The Authority reserves the right, but is not obliged to:

a. vary the terms of this ITT in accordance with applicable law;

b. seek clarification or additional documents in respect of a Tenderer’s submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;

c. visit your site;

d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;

e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;

f. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;

h. re-issue this ITT on a single source basis, in the event that this procurement does not result in a ‘competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;

i. choose not to or postpone award as a result of the current tender process; and

j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low.

Your Tender must be valid and open for acceptance for one-hundred and eighty (180) calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to thirty (30) calendar days after any legal proceedings have concluded.

Contract Award is Subject to Contract and Approvals.

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| **Version** | **Date** | **Details of Changes included in update** | **Author** |
| 1.0 | 8th April 2024 | Original Draft | S Koksal |
| 2.0 | 3rd July 2024 | Completion of Appendix 2 (Supplier Quote) and Appendix 4 (SoW) for contract signature | S Koksal |
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| |  |  | | --- | --- | | **1a.** | **Identification** | | | | | | | | | | | |
| Call-Off Lot | | | Lot 5 - Project, Programme and Portfolio Management (P3M) | | | | | | | |
| Call-Off Reference | | | RM6249/DIPS(5) 015 – 706382450 Corporate Service Modernisation (CSM) ERP Phase 1 Delivery Partner | | | Version Number | 1.0 | | Date | 10 April 2024 |
| Business Case Reference | | | Original FBC Number | N/K | | | | | | |
| Amendment FBC Number | N/A | | | | | | |
| Project / equipment for which Services are in support | | | HOCS Corporate Services Modernisation Portfolio | | | Urgent Capability Requirement (UCR) | | | n/a | |
| Call-Off Contract title: | | Corporate Service Modernisation (CSM) ERP Phase 1 Delivery Partner | | | | | | | | |
| Call-Off Contract description: | | MoD’s Corporate Services Modernisation (CSM) Portfolio requires a Delivery Partner (DP) to support Discovery, Design and some Delivery activities for its Finance, HR and Commercial services. This support is essential to several of the MoD’s priority programmes. | | | | | | | | |
|  | | | | | | | | | | |
| **1b.** | **Contact details** | | | | | | | | | |
| Government Directorate / Organisation Title | | Corporate Services Modernisation  Ministry of Defence Head Office | | | Name of Supplier | | | KPMG LLP | | |
| Name of Requirement Holder’s Authorised Representative | | Kerry Cooke | | | Name of Supplier’s Authorised Representative | | | REDACTED | | |
| Post title | | Director | | | Post title | | | Engagement Director | | |
| Requirement Holder’s Address | | Abbeywood North, Oak West 1, Room NH5, Fox Den Road, Bristol, BS34 0QW | | | Supplier Address | | | 15 Canada Square, Canary Wharf, London, E14 5GL | | |
| Postcode | | Postcode | | |
| Telephone | |  | | | Telephone | | |  | | |
| Email | | REDACTED | | | Email | | | REDACTED | | |
| Unit Identification Number (UIN) | | REDACTED | | | Value Added Tax (VAT) Code | | | REDACTED | | |
| Resource Accounting Code (RAC) | | REDACTED | | |  | | |  | | |
| Name of Requirement Holder’s Project Lead | | Patsy Northern | | | Name of Supplier’s Project Lead | | | Shareef Maund | | |
| Requirement Holder’s Contact Role | | Head Office-CSM-Comrcl-DD | | | Contact Email | | | Shareef.maund@kpmg.co.uk | | |
| Requirement Holder’s Secondary Contact Name | | Alex Khalifa | | | Supplier Secondary Contact Name | | | Charlotte Maher | | |
| Requirement Holder’s Secondary Contact Role | | Head Office-CSM-DD | | | Supplier Secondary Contact Role | | | Programme Director | | |
|  | |  | | | Supplier Secondary Contact Email | | | Charlotte.maher@kpmg.co.uk | | |

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| **Date that the Statement of Requirements was issued** | 10 April 2024 |  | **Deadline for Requirement Holder’s receipt of Supplier’s Call-Off Tender** | n/a |

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| **1c.** | **Statement of Requirements (SOR** | | | | |
| Unique Order Number (defined by delivery team) | | | **N/A** |
| SOR version issue number | | | 3.0 | SOR dated | 08 April 2024 |
| SOR title | | CORPORATE SERVICES MODERNISATION – PHASE 1 DELIVERY PARTNER STATEMENT OF REQUIREMENTS AT APPENDIX 7 TO THIS ORDER FORM. | | | |

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| Background/justification for Call-Off Contract | | | |
| Government Shared Services Strategy <https://www.gov.uk/government/publications/a-shared-services-strategy-for-government> | | | |
| Description of Services to be provided under the Call-Off Contract | | | |
| Professional Services to include support to Business Design, Portfolio and Project Management and Benefits, Delivery, Continuous Improvement, Knowledge Transfer. Please refer to Appendix 7 for full list. | | | |
| Outputs to be provided under the Call-Off Contract | | | |
| Please refer to Annex B – Obligations Matrix  To ensure contract variations are kept to a minimum all change requests shall be handled in accordance with clause 24 to DIPS Core Terms. Both parties must endeavour to keep the provision of this term for critical or legislative contract changes only. All variations that attract an increase in the agreed contract value must be authorised by a MoD staff member with sufficient commercial delegation. | | | |
| Acceptance/rejection criteria / provisions | | | |
| Please refer to Annex B - Obligations Matrix for acceptance criteria and process. | | | |
| Material KPIs / Critical Service Level Failure | | | |
| The following Material KPIs shall apply to this Call-Off Contract in accordance with Framework Schedule 4 (Framework Management):   |  | | --- | | **Material KPIs** | | Not Applicable |   The following shall constitute a Critical Service Level Failure for the purposes of this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels):   |  | | --- | | **Critical Service Level Failure** | | Not Applicable |   The applicable Service Levels are as specified in Annex A to Part A of Call-Off Schedule 14 (Service Levels) | | | |
| List all Requirement Holder Assets applicable to the Services that shall be issued to the Supplier and returned to the Requirement Holder at termination of the Call-Off Contract | | | |
| Provision of MOD Government Furnished Assets to be confirmed. The Supplier shall produce and maintain a record of users and assets throughout the contract. | | | |
| Additional quality requirements & standards (in addition to any quality requirements & standards detailed in the addition to the Call-off Schedules) | | | |
| From the Call-Off Start Date, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards, including those referred to in Framework Schedule 1 (Specification).  Please refer to Section 4 to Appendix 7 (Statement of Requirement) | | | |
| Project and risk management | | | |
| The Supplier shall appoint a Supplier’s Authorised Representative and the Requirement Holder shall appoint a Requirement Holder’s Authorised Representative, who unless otherwise stated in this Order Form shall each also act as Project Manager, for the purposes of this Contract through whom the provision of the Services and the Goods shall be managed day-to-day.  Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract. The Supplier shall develop, operate, maintain and amend, as agreed with the Requirement Holder, processes for: (i) the identification and management of risks; (ii) the identification and management of issues; and (iii) monitoring and controlling project plans.  The Authority will require support from the DP to effectively manage Risks, Assumptions, Issues & Dependencies (Including exclusions) across the portfolio. This needs to give the CSM Portfolio Board and other MoD Senior Execs confidence that they have been identified, tracked and mitigated appropriately (including integrating across programmes/functions), with this content providing a key input into the business case artefacts. While the CSM Portfolio team has Capability to lead RAID management activities, the DP will be expected to support this activity for the full contract duration with nominated DP resources working closely with the CSM Portfolio team to produce accurate and timely RAID (including exclusions) outputs (including executive summaries and detailed trackers) with a common approach across all programmes. This will include working with the Authority to ensure there is a clear dependency management log that sits alongside the Contract Sequenced Delivery Plan.  All Assumptions and Dependencies identified in DP’s tender have been assessed and readjusted to the satisfaction of both parties. | | | |
| **Timescales** (*Prior to Further Competition enter anticipated dates. Following Further Competition update with actual dates*) | | | |
| Call-Off Start Date | 1st July 2024 | | |
| Call-Off Initial Period | 9 months | | |
| Call-Off Expiry Date | 31st March 2025 | | |
| Call-Off Optional Extension Period | Not Applicable | | |
| Minimum notice period prior to a Call-Off Optional Extension Period | Not Applicable | | |
|  | | | |
| SOR approved by  (Name in capital letters) | KERRY COOKE | Telephone |  |
| Directorate / Division | Corporate Service Modernisation | Email | REDACTED |
| Organisation Role / Position | Director | Date | 5/7/24 |
| Approver’s signature | Kerry Cooke | | |

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| **Original FBC Number** (*when known*) | **Amendment FBC Number** (*if applicable*) |
|  | **N/A** |

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| **1d.** | **Key Deliverables Template** |
| *Full details or are contained within the Statement of Requirement (SoR) at Schedule 7 to this Order Form and Obligations Matrix (Annex B)* | |

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| **2.** | **Call-Off Incorporated Terms** |
| The following documents are incorporated into this Call-Off Contract. Where numbers are missing those schedules are not being used in this Call-Off Contract. If the documents conflict, the following order of precedence applies:   1. This Order Form including the General Conditions in section 2(b) and the Call-Off Special Terms in section 2(c). 2. Joint Schedule 1 (Definitions) 3. Any Statement(s) of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)) executed by the Requirement Holder and the Supplier with a corresponding Call-Off Contract reference. 4. Framework Special Terms    * Annex A – Contract Data Requirements    * Annex B– Obligations Matrix    * Annex C– Contract Sequenced Delivery Plan + Appendix 1 Mil HRS Sequenced Delivery Plan    * Annex D– Exit/Transition Management Plan    * Annex E– Resource Management Plan    * Annex F – Security Plan 5. The following Schedules in equal order of precedence:  * Joint Schedules   + Joint Schedule 2 (Variation Form)   + Joint Schedule 3 (Insurance Requirements)   + Joint Schedule 4 (Commercially Sensitive Information)   + Joint Schedule 5 (Corporate Social Responsibility)   + Joint Schedule 10 (Rectification Plan)   + Joint Schedule 11 (Processing Data) * Call-Off Schedules   + Call-Off Schedule 2 (Staff Transfer) - Part D Applies   + Call-Off Schedule 3 (Continuous Improvement)   + Call-Off Schedule 5 (Pricing Details and Expenses Policy)   + Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)   + Call-Off Schedule 9 (Security)   + Call-Off Schedule 10 (Exit Management)   + Call-Off Schedule 13 (Implementation Plan and Testing) N/A   + Call-Off Schedule 14 (Service Levels)   + Call-Off Schedule 17 (MOD Terms)   + Call-Off Schedule 25 (Ethical Walls Agreement)   + Call-Off Schedule 26 (Cyber)  1. Core Terms (DIPS version) 2. 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 Requirement Holder (as decided by the Requirement Holder and Commercial) take precedence over the documents above.   No other Supplier terms are 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. | |

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| **2a.** | **Strategy for procurement and evaluation** | | | | | |
| Further competition | |  | Competitive award criteria to be used for undertaking evaluation of proposal(s) | Value for Money Index | | |
| Direct award | |  |  |  | | |
|  | | | Weighting (Technical) | 70% | Weighting (Price) | 30% |

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| **2b.** | **General Conditions** | |
| Additional general DEFCON/conditions and DEFFORMs applicable to providing the Deliverables, are to be listed here:  Call-Off Schedule 17 (MOD Terms)- DEFCONS  DEFCON 513 – VAT  DEFCON 539 - Transparency (Replace DEFFORM 539A with Joint Schedule 4)  DEFCON 550 - Child Labour and Employment Law  DEFCON 602B – Quality Assurance without Quality Plan  DEFCON 611 - Issued Property  DEFCON 647 - Financial Management Information (Replace DEFCON 609 with clause 6 to DIPS Core Terms)  Cyber Risk Profile  Cyber Essentials  Certificate No. REDACTED  Expiry Date 28/07/2024    Cyber Essentials Plus  Certificate No. REDACTED  Expiry Date 28/07/2024 | |  |
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| **2c.** | **Call-Off Special Terms** |
| The following Special Terms are incorporated into this Call-Off Contract: | |
| Annex A– Contract Data Requirements  Annex B – Obligations Matrix  Annex C – Contract Sequenced Delivery Plan.  Annex D – Exit/Transition Management Plan  Annex E – Resource Management Plan  Annex F – Security Plan i.a.w Call Off Schedule 9 | |

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| **2d.** | **Call-Off Charges** | |
| Capped Time and Materials (CTM) | |  |
| Incremental Fixed Price | |  |
| Time and Materials (T&M) | |  |
| Fixed Price | |  |
| A combination of two or more of the above Charging methods | |  |
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| T&S is applicable | |  |
| Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall charge the Requirement Holder a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.  **Reimbursable Expenses Policy:**  **All reimbursement claims shall be in accordance with Appendix 2 to this Order Form.**  **Base locations of services to be delivered: MOD Main Building SW1A 2HB (MB) and Bristol BS34 8JH (ABW)**  Attendance at these sites is required with occasional travel to other Defence locations which shall be eligible for reimbursable expenses.  As an outsourced service there is no expectancy for the supplier’s resources to attend MB or ABW on a regular basis. Unless there is a genuine purpose for the visit we encourage flexible working where possible. Any changes to this policy must be brought to the attention of the Authority’s Contract Manager.  All invoices for reimbursable expenses must include as a minimum:  • a full break down of mileage and subsistence for each resource;  • dates and purpose of visit; and  • consent from an Authority official authorising travel (invoices will be rejected if excluded).  The Supplier shall endeavour to keep reimbursable expenses to a minimum throughout the life of the contract. | | |

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| **2e.** | **Payment Method** |
| Payment and Recovery of Sums Due  a. Payment for Supplier Deliverables will be made by electronic transfer and prior to submitting any claims for payment the Supplier will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.  b. Where the Supplier submits an invoice the Authority will consider and verify that invoice in a timely fashion.  c. The Authority shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.  d. Where the Authority fails to comply with there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed after a reasonable time has passed.  e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Supplier’s obligations nor as a waiver of its rights and remedies under the Contract.  f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Supplier to the Authority against any amount payable by the Authority to the Supplier under the Contract or under any other contract with the Authority, or with any other Government Department.  **Requirement Holder’s Invoice Address**  Kerry Cooke  Director, Corporate Service Modernisation MOD Head Office  Abbeywood North, Oak West 1, Room NH5, Fox Den Road, Bristol, BS34 0QW I  CSM Team mailbox: REDACTED  **Requirement Holder’s Authorised Representative**  Patsy Northern  Head of Strategic Commercial, Corporate Services Modernisation  MOD, Main Building, Whitehall, SW1A 2HB  CSM Team mailbox: REDACTED | |

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| **2f. Milestone Payments Schedule (MPS)** | | | | |
| **Milestone/ Stage Payment number** | **Key Deliverable** | **Due Date** | **%** | **Milestone Payment value £ (ex VAT)** |
| 1 | In accordance with final Sequenced Delivery Plan and Tracker | 31st Jul 24 | 11.1% | REDACTED |
| 2 | In accordance with final Sequenced Delivery Plan and Tracker | 31st Aug 24 | 11.1% | REDACTED |
| 3 | In accordance with final Sequenced Delivery Plan and Tracker | 31st Sept 24 | 11.1% | REDACTED |
| 4 | In accordance with final Sequenced Delivery Plan and Tracker | 30th Oct 24 | 11.1% | REDACTED |
| 5 | In accordance with final Sequenced Delivery Plan and Tracker | 31st Nov 24 | 11.1% | REDACTED |
| 6 | In accordance with final Sequenced Delivery Plan and Tracker | 30th Dec 24 | 11.1% | REDACTED |
| 7 | In accordance with final Sequenced Delivery Plan and Tracker | 31st Jan 25 | 11.1% | REDACTED |
| 8 | In accordance with final Sequenced Delivery Plan and Tracker | 28th Feb 25 | 11.1% | REDACTED |
| **FINAL Payment** | Satisfactory delivery and final acceptance of all work in providing the Deliverables. *(This final payment should include any costs held as retention based on % of the total cost.)* | 31st Mar 25 | 11.1% | REDACTED |
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| **2g.** | **Maximum Liability** |
| The limitation of the Supplier’s liability for this Call-Off Contract is stated in Clause 11.4 of the Core Terms. | |

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| **2h.** | **Requirement Holder’s Environmental Policy** |
| <https://assets.publishing.service.gov.uk/media/6595330c01760d00135cf9d4/Sofs_HSE_in_Defence_Policy_Statement.pdf> | |

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| **2i.** | **Requirement Holder’s Security Policy** |
| In addition to the DIPS Framework Terms and Conditions the Supplier shall guarantee that all resources deployed on this contract shall hold a valid SC clearance certificate prior to commencing work. The Supplier shall produce and make available access to Authority upon request. | |

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| **2j.** | **Progress Reports and meetings (indicative)** | | | |
| Performance Management Report | | On the first Working Day of each calendar month | Performance Review | Monthly |
| Technical Progress Report | | Fortnightly | Technical Progress Review | Fortnightly |
| Risk Assessment Report | | On the first Working Day of each calendar month | Meetings and reports as required | Ad hoc |
| DEFCON 647 -Financial Report | | 1st report due Contract Award + 20 working days, followed by monthly on the first working day of each calendar month |  |  |

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| **2k.** | ***Quality Assurance Conditions*** | | | |
| According to the product or scope of the work to be carried out, the Supplier shall meet the following requirements: | | | | |
| Allied Quality Assurance Publications (AQAP) 2110 – North Atlantic Treaty Organization (NATO) Quality Assurance Requirements for Design, Development and Production.  Certificate of Conformity shall be provided in accordance with DEFCON 627 (*Edn12/10*). | | | |  |
| **Deliverable Quality Plan requirements:** | | | | |
| DEFCON 602A (*Edn 12/17*) - Quality Assurance with Quality Plan | |  | DEFCON 602B (*Edn 12/06*) - Quality Assurance without Quality Plan |  |
| AQAP 2105:2 – NATO Requirements for Deliverable Quality Plans | | | |  |
| **Software Quality Assurance requirements** | | | | |
| Allied Quality Assurance Publications (AQAP) 2210 – North Atlantic Treaty Organization (NATO) Supplementary Software Quality Assurance Requirements to AQAP-2110 shall apply | | | |  |
| **Air Environment Quality Assurance requirements** | | | | |
| Defence Standard (DEF STAN) 05-100 – Ministry of Defence Requirements for Certification for Aircraft Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task) | | | |  |
| Relevant MAA Regulatory Publications (See attachment for details) | | | |  |
| Additional Quality Requirements (See attachment for details) | | | |  |
| **Planned maintenance schedule requirement** | | | |  |
| Not applicable | | | |  |

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| **2l.** | **Key Staff** |
| REDACTED | |

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| **2m.** | **Key Subcontractor(s)** |
| MCKINSEY & COMPANY, INC. UNITED KINGDOM UK  The Post Building 100 Museum Street, London, WC1A 1PB  Establishment number BR002227  CAPGEMINI UK PLC  1 Forge End, Woking, Surrey, GU21 6DB  Company number 00943935  STEP5 GROUP HOLDINGS LIMITED  2 Grange Court, Warren Park, Wolverton Mill, Milton Keynes, Buckinghamshire, United Kingdom, MK12 5NE  Company number 12623486 | |

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| **2n.** | **Commercially Sensitive Information** |
| * 1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.   2. Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the form below and in the Order Form (which shall be deemed incorporated into the form below).   3. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information: | |

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| **2o.** | **Cyber Essentials** | |
| **Cyber Essentials Scheme**: The Requirement Holder requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this Call-Off Contract, in accordance with Call-Off Schedule 26 (Cyber). | |  |

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| **2p.** | **Implementation Plan** | |
| Not applicable | |  |

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| **3.** | **Charges** |
| Contract Value (excluding VAT) for Call-Off Contract | |
| £7,983,005.00 | |

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| **4.** | **Additional Insurances** |
| Not applicable | |

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| **5.** | **Guarantee** |
| Not applicable | |

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| **6.** | **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) as well as their bid response. | |

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| **7.** | **Requirement Holder Commercial Officer Authorisation** | | | |
| Order Form approved by  (Name in capital letters) | | Nick Barras | Telephone |  |
| Directorate / Division | | UK StratCom, Defence Digital | Email | REDACTED |
| Organisation Role / Position | | Deputy Director | Date |  |
| Approver’s signature | | REDACTED | | |

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| **8.** | **Acknowledgement by Supplier** | | | |
| Order Form acknowledged by  (Name in capital letters) | |  | Telephone |  |
| Supplier Name | | KPMG LLP |  |  |
| Supplier Role / Position | |  | Date |  |
| Approver’s signature | | REDACTED | | |

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| **9.** | **Final Administration** |
| On receipt of the Order Form acknowledgement from the Supplier, the Commercial Manager (who placed the order) **must** send an electronic copy of the acknowledged Order Form, together with any applicable Appendix 3 to this Schedule 6, directly to ***DIPS Professional Services Team*** at the following email address: [ukstratcomdd-cm-cct-dips-mail@mod.gov.uk](mailto:ukstratcomdd-cm-cct-dips-mail@mod.gov.uk) | |

**Appendix 1 to Schedule 6**

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| **DEFFORM 111**  **(Edn 10/22)**  **Appendix 1 - Addresses and Other Information** | | | | |
|  | **1. Commercial Officer**  Name: Jeremy Craigie  Address: Corporate Services Modernisation  MOD, Main Building, Whitehall, SW1A 2HB  Email: Jeremy.craigie101@mod.gov.uk |  | **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 |  |
|  | | | | |
|  | **2. Project Manager** (from whom technical information is available)  Name: Patsy Northern  Address: Corporate Services Modernisation  MOD, Main Building, Whitehall, SW1A 2HB  Email: patsy.northern100@mod.gov.uk |  | **9. Consignment Instructions**  The items are to be consigned as follows:  N/A |  |
|  | | | | |
|  | **3. Packaging Design Authority**  Organisation & point of contact:  N/A  (Where no address is shown please contact the Project Team in Box 2)   |  | **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 |  |
|  | | |  |
|  | **4. (a) Supply / Support Management Branch or Order Manager:**  **Branch/Name: N/A**    **(b) U.I.N.** |  | **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 [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance. |  |
|  | | | | |
|  | **5. Drawings/Specifications are available from**  N/A |  | **11. The Invoice Paying Authority**  Ministry of Defence  0151-242-2000  DBS Finance  Walker House, Exchange Flags Fax: 0151-242-2809  Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement> |  |
|  | | | | |
|  | **6. Intentionally Blank** |  | **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](mailto:Leidos-FormsPublications@teamleidos.mod.uk) |  |
|  | | | | |
|  | 1. **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.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]. |  | **\* NOTE**  **1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.kid.mod.uk/maincontent/business/commercial/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. |  |
|  | | | | |
|  | | | | |

**Appendix 2 to Schedule 6**

**Appendix 2 – Supplier’s Quotation - Charges Summary**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. To: Sue Koksal | | | | 2. From: Charlotte Maher | | | | | | |
| Date of tender submission: 13/05/2024 | | | | | | | | | | |
| In response to the Order Form request for a quotation  reference 706382450 | | | | | | | Dated 08/04/2024 | | | |
|  | | | | | | | | | |  |
| The work can be undertaken and our detailed response is attached. | | | | | | | | | | |
|  | | | | | | | | | | |
| Name: (Block Capitals) | | REDACTED | | | Signed: | | | REDACTED | | |
| Date: | | 27/06/2024 | | |
| 2. | Call-Off title: Corporate Services Modernisation | | | | | | | | | |
| 3. | Supplier Unique Reference Number: 1149865 | | | | | | | | | |
| 4. | Start Date: | | 1st July 2024 | | | Completion Date: | | | 31st March 2025 | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 5a. Manpower/Resources | | | | | | | | | |
| Broad Capability Area Number | Grade | Daily rate quoted at ITT | | | Daily rate quoted for this task | Reduction on original ITT rate | No of Days | | Total |
| 1 | Assist (D) | REDACTED | | | REDACTED | REDACTED | REDACTED | | REDACTED |
| 2 | Assist (C2) | REDACTED | | | REDACTED | REDACTED | REDACTED | | REDACTED |
| 3 | Enable (C1) | REDACTED | | | REDACTED | REDACTED | REDACTED | | REDACTED |
| 4 | Influence (B2) | REDACTED | | | REDACTED | REDACTED | REDACTED | | REDACTED |
| 5 | Mobilise (B1) | REDACTED | | | REDACTED | REDACTED | REDACTED | | REDACTED |
| 6 | Mobilise (1\*) | REDACTED | | | REDACTED | REDACTED | REDACTED | | REDACTED |
|  |  | |  | | | | | | |
| 5b. Travel | (Estimated expenditure on:) | | | Unit cost | | Number of Journeys / Miles (estimated) | | Total  (estimated) | |
| Rail | | | REDACTED | |  | |  | |
| Motor Mileage  (max 30p per mile incl VAT) | | | REDACTED | |  | |  | |
| Air | | | n/a | | n/a | | n/a | |
| Sea | | | n/a | | n/a | | n/a | |
| 5c. Subsistence | (Estimated expenditure on:) | | | Unit cost | | Number of  Night / Days | | Total | |
| Accommodation  (max £100 per night incl VAT) | | | REDACTED | |  | |  | |
| Meals (max £5 for lunch and/or £22.50 for an evening meal, including all drinks | | | REDACTED | |  | |  | |
| Miscellaneous costs (please define below) | | | n/a | | n/a | | n/a | |
| The above T&S costs relate to the period 1st July 2024 to 31st March 2025 | | | | | |
|  |  | | |  | | | | | |
| Total Charges for completion of Call-Off Contract Deliverables | | | | Seven million, nine hundred and eighty-three thousand and five pounds (£7,983,005.00) (excl. VAT) | | | | | |
|  | | | | | | | | | |

**Appendix 3**

**Draft statement of work n/a**

**Appendix 4**

**1. Statement of Work (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below). All capitalised terms in this SOW shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

The Parties may execute a SOW for any set of Deliverables required. For any ad-hoc Deliverables requirements, the Parties may agree and execute a separate SOW, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW: 1st July 2024**

**SOW Title:** CSM Phase 1 Delivery Partner SOW

**SOW Reference:** CSM Phase 1 Delivery Partner SOW v1.0

**Call-Off Contract Reference:** RM6249/DIPS(5) 015 – 706382450 Corporate Service Modernisation (CSM) ERP Phase 1 Delivery Partner

**Requirement Holder:** Kerry Cooke, Corporate Service Modernisation

**Supplier:** KPMG LLP, 15 Canada Square, Canary Wharf, London, E14 5GL

**SOW Start Date:** 1st July 2024

**SOW End Date:** 31st March 2025

**Duration of SOW:** Nine (9) Calendar Months or until completion of all Deliverables in accordance with Appendix 7 (Statement of Requirement) to this Order Form.

**Key Personnel (Requirement Holder):**

REDACTED

**Key Personnel (Supplier):**

REDACTED

**Subcontractors:**

MCKINSEY & COMPANY, INC. UNITED KINGDOM UK

The Post Building 100 Museum Street, London, WC1A 1PB

Establishment number BR002227

CAPGEMINI UK PLC

1 Forge End, Woking, Surrey, GU21 6DB

Company number 00943935

STEP5 GROUP HOLDINGS LIMITED

2 Grange Court, Warren Park, Wolverton Mill, Milton Keynes, Buckinghamshire, United Kingdom, MK12 5NE

Company number 12623486

**2. Call-Off Contract Specification – Deliverables Context**

**SOW Deliverables Background:** The Phase 1 DP tender is based around five Work Packages (WP). The breadth and depth of support needed across these work packages varies by programme and in many instances is cross-cutting.

|  |  |
| --- | --- |
| Work Package | Overarching Requirement |
|
|
| 1a Business Design | 1.1 User centred research & design |
| 1.2 Product/Service strategy |
| 1.3 Product/Service design |
| 1.4 High level functional business design |
| 1.5 Policies, Processes & Procedures |
| 1b Business Design | 1.6 Shared Services operating model design |
| 2 Technical Design | 2.1 Service and Integration Management design |
| 2.2 Security design |
| 2.3 Data design |
| 2.4 Solution architecture |
| 3 Portfolio & Project Management | 3.1 Benefits management |
| 3.2 Project management and assurance |
| 3.3 Portfolio and project planning |
| 4a Delivery | 4.1 Delivery management and planning |
| 4.2 Business change |
| 4b Delivery | 4.3 MyHR Continuous Improvement |
| 5 Wider Portfolio Requirements | 5.1 CSM Contract landscape |
| 5.2 Phase 1 Lessons learnt and Exit and transition plan |

**Delivery phase(s):**

Defence HRS – Discovery, High level Design

My HR Continuous Improvement – Live

Journey to the Cloud – Detailed Design

**Overview of Requirement:** Discovery, HLD and Detailed Design

**3. Requirement Holder Requirements – SOW Deliverables**

**Outcome Description:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Payment Milestone | Date | Month | Year | Payment % |
| 1 | 31st | July | 2024 | 11.1% |
| 2 | 31st | August | 2024 | 11.1% |
| 3 | 30th | September | 2024 | 11.1% |
| 4 | 31st | October | 2024 | 11.1% |
| 5 | 30th | November | 2024 | 11.1% |
| 6 | 31st | December | 2024 | 11.1% |
| 7 | 31st | January | 2025 | 11.1% |
| 8 | 28th | February | 2025 | 11.1% |
| 9 | 31st | March | 2025 | 11.1% |

**Contract Sequenced Delivery Plan:** Annex C – Contract Level 0 Sequenced Delivery Plan and Appendix 1– Level 1 Mil HRS Sequenced Delivery Plan’

The Authority may, following receipt, reject part or the whole of any output that the Authority’s deems unsatisfactory against the Contract deliverables listed in the Schedule of Requirements.

The Supplier shall at their own expense and within the contractual period for delivery, or within such further reasonable period as the Authority may allow, supply articles that conform with the requirements of the Contract i.a.w Appendix 7 - Schedule of Requirement.

To ensure compatibility with the Authority’s systems the Supplier shall seek Authority consent prior to the creation of any contractual output that uses their own tools, operating systems or software applications in the delivery of this Contract. All deliverables shall remain the IP of the Authority.

The Supplier shall maintain version control and make available to the Authority upon request.

**Supplier Resource Plan:** Annex E – Resource Management Plan

The Supplier confirms that all Supplier Staff working on the Requirement Holder Sites, hold the functional competencies and expertise required to deliver the outputs at a quality standard acceptable to the Authority.

The Supplier shall ensure the Authority is notified within two (2) working days of any changes to the Resource Plan throughout the life of the Contract.

Upon reasonable justification and notice being provided by the Authority, the Supplier shall provide and make available to the Authority details of their representatives’ competences and skills.

**Exit/Transition Plan:** Annex D – Exit/Transition Management Plan

The Exit Plan shall set out, as a minimum:

1. a detailed description of both the transfer and cessation processes, including a timetable;
2. how the Deliverables, including knowledge transfer, will transfer directly to the Buyer Authority not a third party;
3. details of any contracts which will be available for transfer to the Buyer upon the Expiry Date together with any reasonable costs required to affect such transfer;
4. proposals for providing the Buyer copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
5. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

6. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

7. proposals for the disposal of any redundant Deliverables and materials;

8. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

9. any other information or assistance reasonably required by the Buyer.

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Requirement Holder Sites and on Requirement Holder Systems (as defined in Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) and Deliverables, have completed Supplier Staff vetting in accordance with any applicable requirements in the Contract, including Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

**SOW Standards:**

Government People Group

Common Performance Framework

Functional Convergence Programme

One Data – Interoperability Programme

Cabinet Office (CDDO)

Digital Accessibility

Secure by Design

Pan Defence Skills Framework

Oracle Standard Process

MyDefence

**Performance Management:**

Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels)]

**Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Key Role | Key Staff | Employment / Engagement Route **(incl. inside/outside IR35)** | Organisation | Email |
| Engagement Partner | REDACTED | Partner – inside IR35 | KPMG | REDACTED |
| Programme Director | REDACTED | Staff Member – inside IR35 | KPMG | REDACTED |
| Solution Lead | REDACTED | Staff Member – inside IR35 | KPMG | REDACTED |
| Technical Design Lead | REDACTED | Staff Member – inside IR35 | CapGemini | REDACTED |

**SOW Reporting Requirements:**

Further to the Supplier providing the management information specified in Framework Schedule 5 (Management Charges and Information), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

**4. Charges**

**Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

* Fixed Price

The estimated maximum value of this SOW (irrespective of the selected charging method) is **£9,579,606.00 (Incl VAT)**

Rate Cards Applicable: **Yes**

SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.

**Reimbursable Expenses:**

Reimbursable Expenses are capped at REDACTED (excluding VAT) payable under this Statement of Work.

All expenses must be approved by the Authority prior to executing, failure to do this shall result in the Authority rejecting claims for reimbursement.

**5. Signatures and Approvals**

**Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 3 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

**For and on behalf of the Requirement Holder**

Name: Kerry Cooke

Title: Director, Corporate Services Moderation

Date: 5/7/24

Signature: Kerry Cooke

### Annex 1 to Statement of Work

### Data Processing

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Parties are Independent Controllers of Personal Data**  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:   * Business contact details of Supplier Personnel for which the Supplier is the Controller, * Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller, |

### Annex 2 to Statement of Work

**Pricing Schedule**

**Appendix 4 (Template Statement of Work)**

**Not Used**

**Appendix 5**

**Confidentiality Undertaking**

Employee:

Name of Employer:

MOD Contract/Task No:

Title:

1. l, the above named employee, confirm that I am fully aware that, as part of my duties with my Employer in performing the above-named Contract, I shall receive confidential information of a sensitive nature (which may include particularly commercially sensitive information), whether documentary, electronic, aural or in any other form, belonging to or controlled by the Secretary of State for Defence or third parties. I may also become aware, as a result of my work in connection with the Contract, of other information concerning the business of the Secretary of State for Defence or third parties, which is by its nature confidential.

2. I am aware that I should not use or copy for purposes other than assisting my Employer in carrying out the Contract, or disclose to any person not authorised to receive the same, any information mentioned in paragraph 1 unless my Employer (whether through me or by alternative means) has obtained the consent of the Secretary of State for Defence. I understand that "disclose", in this context, includes informing other employees of my Employer who are not entitled to receive the information.

3. Unless otherwise instructed by my Employer, if I have in the course of my employment received documents, software or other materials from the Secretary of State for Defence or other third party for the purposes of my duties under the above Contract then I shall promptly return them to the Secretary of State for Defence or third party (as the case may be) at the completion of the Contract via a representative of my Employer who is an authorised point of contact under the Contract and (in the case of information referred to under paragraph 1 above) is also authorised under paragraph 2. Alternatively, at the option of the Secretary of State for Defence or the third party concerned, I shall arrange for their proper destruction and notify the above authorised point of contact under the Contract to supply a certificate of destruction to the Secretary of State for Defence. Where my Employer may legitimately retain materials to which this paragraph applies after the end of the Contract, I shall notify the authorised representative of my Employer to ensure that they are stored, and access is controlled in accordance with my Employer's rules concerning third party confidential information.

4. I understand that any failure on my part to adhere to my obligations in respect of confidentiality may render me subject to disciplinary measures under the terms of my employment.

Signed:

Date:

**Appendix 6**

**Security Aspects Letter**

Separate Attachment

**Appendix 7**

**Statement of Requirements**

Separate attachment