

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

Order Form

CALL-OFF REFERENCE: PS342

THE BUYER:



BUYER ADDRESS

Defence Digital, Strategic Command, Commercial Spur
B2, Building 405, Westwells Road, MoD Corsham,
Wiltshire, SN13 9NR

THE SUPPLIER:

KPMG LLP

SUPPLIER ADDRESS:

15 Canada Square, London
E14 5GL

REGISTRATION NUMBER: OC301540

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 17/10/23.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Integrated User Service (IUS) Op Model External Support.

CALL-OFF LOT

Lot 3: Complex & Transformation

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 cannot 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 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility)

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

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 disbursements.

Special Term 2: All Suppliers personnel are required to obtain valid Security Clearance (SC) prior to commencing work under the contract and maintain it throughout the duration of the contact.

Special Term 3: Risk Assessment Ref: TBC. Cyber Risk Profile: N/A. As the Cyber Risk Profile is Not Applicable no further DCPD action is required.

Special Term 4: Security Aspects Letter dated 16/10/2023 (Ref 20231016 – PS342 – Mobiles - SAL-O). Supplier acknowledges and will comply with SAL by signing contract.

Call-off start date: 23rd October 2023

Call-off expiry date: 29th February 2024

Call-off initial period: 3 Months

Call-Off Optional Extension Period: 3 Months (subject to budget)

Call-off deliverables:

See details in Appendix 1 (Call-Off Specification) and Call-Off Schedule 20 (Call-Off Specification)

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1

(Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627.

No Deliverable Quality Plan is required DEFCON 602B.

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The estimated charges used to calculate liability in the initial period is £341,100 excl. VAT

Call-off charges

£341,100 excl. VAT

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

None.

Payment method

The payment method of this Call-Off Contract is by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier onboarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

Buyer's invoice address

Electronically via Exostar/CP&F. The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

Supplier's authorised representative

[REDACTED]
[REDACTED]

15 Canada Square, London, E14 5GL

Supplier's contract manager

[REDACTED]
[REDACTED]

15 Canada Square, London, E14 5GL

Progress report frequency

Monthly

Progress meeting frequency

Monthly

Commercially sensitive information

Access to CP&F and commercial procurement documentation including bidder responses.

Additional insurances

Not applicable

Guarantee

Not applicable

Social value commitment

None.

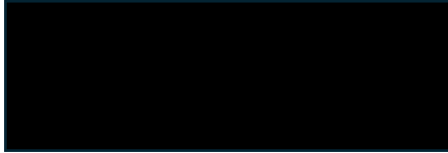
Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a CallOff 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:



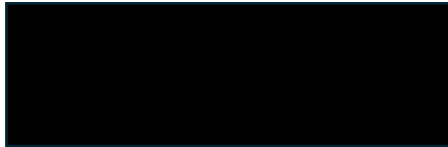
Role:



Date: 01/11/23

For and on behalf of the Buyer:

Signature:



Name:



Role:



Date: 2 November 2023

Appendix 1

