

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

Order Form

CALL-OFF REFERENCE: SR1951571772

THE BUYER: HM Revenue and Customs

BUYER ADDRESS [REDACTED]

THE SUPPLIER: KPMG LLP

SUPPLIER ADDRESS: [REDACTED]

REGISTRATION NUMBER: [REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 12th December 2024.

It's issued under the Framework Contract with the reference number RM6188 for the provision of External and Specialist Internal Audit and Assurance services.

CALL-OFF LOT: Lot 1 – Internal Audit and Assurance

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. 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) **RM6188**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6188**
 - o Joint Schedule 1 (Definitions)
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)

- o Joint Schedule 10 (Rectification Plan)
- o Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **RM6188**
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 20 (Call-Off Specification)
 - o Call-Off Schedule 23 (HMRC Terms)
- 4. CCS Core Terms
- 5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
- 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.

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.

CALL-OFF SPECIAL TERMS:

The parties agree that the terms of the additional terms set out in Annex 1 to this order form shall apply to this call off contract and shall take precedence over the call off terms in the event of any conflict. All references to “you” and derivatives are deemed to be references to the “Buyer” and references to “we” and derivatives are deemed to be references to the “Supplier”.

CALL-OFF START DATE: 12th December 2024

CALL-OFF EXPIRY DATE: 11th December 2026

CALL-OFF INITIAL PERIOD: 24 Months

CALL-OFF INITIAL VALUE: £840,000.00 (Exc. Vat)

CALL-OFF OPTIONAL EXTENSION PERIOD

12 Months

CALL-OFF EXTENSION VALUE: £420,000.00 (Exc. Vat)

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

SECURITY

All resources provided by the Supplier need, as a minimum, Baseline Personnel Security Standard Clearance (BPSS).

Short form security requirements apply

and

HMRC's Security Policy as included within the Security Management Questionnaire.

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 is £420,000 (VAT Exc.)

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Buyer operates with the SAP Ariba Buying and Invoicing platform internally badged as myBUY; therefore, the Supplier will be obliged to receive Purchase Orders from and transact invoices back to the Buyer over the Ariba network.

BUYER'S INVOICE ADDRESS:



FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

BUYER'S ENVIRONMENTAL POLICY

Sustainable Procurement Strategy available online at:

[HMRC Sustainable Procurement Strategy.pdf \(publishing.service.gov.uk\)](#)

The Buyer complies with the requirements outlines in the Social Value Model, introduced under PPN 06/20.

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9 Security

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

Performance against the requirements of the contract will be monitored via a joint monthly meeting (agenda and inputs to be agreed).

PROGRESS MEETING FREQUENCY

Performance against the requirements of the contract will be monitored via a joint monthly meeting (agenda and inputs to be agreed).

KEY STAFF



KEY SUBCONTRACTOR(S)

NA

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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)

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|---|---|--|---|
| Signature: | ■ | Signature: | ■ |
| Name: | ■ | Name: | ■ |
| Role: | ■ | Role: | ■ |
| Date: | ■ | Date: | ■ |