



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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 **RM3745** dated *13th November 2019*.

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 Call Off Order Form and the Call Off Terms.

Order Number	TBC
From	Valuation Office Agency ("CUSTOMER")
To	KPMG ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 9th December 2019
	Expiry Date: 23rd December 2019 End date of Initial Period 23rd December 2019 End date of Extension Period: 23rd December 2020

SERVICES

2.1	<p>Services required:</p> <p>In Call Off Schedule 2 (Services) RM3745: Lot 3</p> <p>Contractor to produce written two reports (one for each business) which has reviewed the accounts and fixed asset registers of two businesses. The reports should provide a clear market valuation of these businesses.</p> <p>Supplier will do this by REDACTED</p>
-----	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>Both reports should be done in a week after commencement. Payment will be made at when both reports are accepted and signed off.</p> <p>REDACTED</p>
------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CONTRACT PERFORMANCE

4.1.	Standards:
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: As a minimum, the VOA would expect to be provided with a weekly highlight report summarising progress against agreed milestones, any risks to successful delivery and proposed mitigations, and a financial summary of costs incurred and projected out-turn.
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: REDACTED: Consultation Partner REDACTED: Engagement Lead REDACTED: Senior Auditor
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None

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):

	<p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Payments will be made via an electronic payments system, SAP Ariba P2P. In order to transfer over to the VOA SAP Ariba system and ensure that they will continue to be able to receive purchases orders and issue invoices. Successful Tenderers will initially be required to provide information so that they may be adopted onto the current system and register on the Ariba Network. Invoices should be provided for each milestone within one month of agreement of deliverables and sent to voainvoices.ap@hmrc.gsi.gov.uk copying in contract manager email address (including the purchase order provided). Payments will be made into the bank account provided by the supplier.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Payments will be made via an electronic payments system, SAP Ariba P2P. Successful Tenderers will initially be required to provide information so that they may be adopted onto the current system and, when the SAP Ariba P2P system is deployed, will then need to register on the Ariba Network in order to transfer over to the VOA SAP Ariba system and ensure that they will continue to be able to receive purchases orders and issue invoices. Invoices should be provided for each milestone within one month of agreement of deliverables and sent to voainvoices.ap@hmrc.gsi.gov.uk copying in contract manager email address (including the purchase order provided). Payments will be made into the bank account provided by the supplier.</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>For the duration of the contract</p>
6.6	<p>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:</p> <p>Not Applicable due to fixed price agreement.</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £18, 000
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): KPMG LLP maintains appropriate professional indemnity insurance cover

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms)); In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to 10 days
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: All pricing information including daily rates, basis of estimate, costing templates, discounts and Price in the delivery of this Call-Off Contract.

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E
-------------	-----------------------------------------------------------------------------

10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Compliance with ISO/IEC 27001 and/or ISO/IEC 27002
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: 10 South Colonnade, London, E14 4PU Email: information.disclosure@voa.gsi.gov.uk Supplier's postal address and email address: 1 Sovereign Square Sovereign Street Leeds United Kingdom LS1 4DA
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism): 1. Open Source Publication <i>The Parties agree that pursuant to clause 34.1.4 of the Call Off Terms, the Project Specific IPR, Deliverables and all materials provided by the Supplier are excluded from Open Source publication (excluded items). Clauses 34.10.1 – 34.10.3 shall not apply to such excluded items.</i> 2. Draft papers and Deliverables

	<p>a. <i>The parties agree that the Supplier will retain ownership of its drafts, notes, analyses, and other working papers prepared or generated by it during the course of providing the Services and (to the extent required) licenses the same to the Customer for the purposes set out in this Call Off Order Form.</i></p> <p>b. <i>Notwithstanding any other provision of this Call Off Contract, except where required by the Freedom of Information Act 2000, the Customer shall not:</i></p> <p style="padding-left: 40px;">i) <i>disclose or transfer any Supplier branded Deliverable to any third party except to a Parliamentary Committee; or</i></p> <p style="padding-left: 40px;">ii) <i>alter any Supplier branded Deliverable</i></p> <p style="padding-left: 40px;"><i>in each case without the Supplier's prior written consent.</i></p> <p>c. <i>With the exception of a Parliamentary Committee, where the Customer transfers, discloses or sub-licenses any Deliverable to any third party, it shall inform such third party that, to the fullest extent permitted by law, the Supplier accepts no responsibility or liability to the third party in connection with the same and shall procure that any third party does not make any claim against the Supplier in this regard.</i></p> <p>d. <i>The Supplier accepts no responsibility or liability to any third party to whom the Deliverable is disclosed</i></p> <p>3. Audit Independence</p> <p><i>The Supplier may terminate this Call Off Contract upon such period of written notice as is reasonable in the circumstances if there is a change of law, rule, regulation or professional standard or circumstances arise that would prejudice the Supplier's ability to comply with applicable auditor independence requirements provided that the Supplier shall use reasonable endeavours to mitigate the impact of any such circumstances and seek a work-around solution with the Customer, prior to issuing any notice of termination.</i></p>
10.12	<p>Call Off Tender:</p> <p>In Call Off Schedule 16</p> <p>REDACTED</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Not used</p>
10.14	<p>Staff Transfer</p> <p>Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p> <p>Not applicable</p>
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p>

	<p>1. The contact details of the Customer Data Protection Officer is:</p> <p>REDACTED: advice.dpa@hmrc.gsi.gov.uk</p> <p>2. The contact details of the Suppliers Data Protection Officer is:</p> <p>REDACTED</p> <p>3. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>4. Any such further instructions shall be incorporated into this Schedule.</p>	
	Contract Reference:	VOA/2019/018
	Date:	25/11/2019
	Description Of Authorised Processing	<p>Supplier to use the data given to them by the VOA to carry out their key activities:</p> <ol style="list-style-type: none"> 1. Contractor to liaise with the VOA to obtain necessary information to carry out a full audit of their accounts 2. Contractor to produce written two reports (one for each business) which has reviewed the accounts and fixed asset registers of the two businesses. The reports should provide a clear market valuation of these businesses 3. Contractor to send the reports to the VOA a week after the contract has been awarded bar any complications
	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 Award plus 7 years.
	Nature and purposes of the processing	The scope, nature and purpose of the processing is the provision of goods and/or services by the Supplier to the Customer under the Main Agreement as per this contract.
	Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Job title or role</p> <p>Start date</p> <p>Contract type</p> <p>Photographic facial Image</p>
	Categories of Data Subject	

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	REDACTED
Signature	REDACTED
Date	09/12/2019

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	09/12/2019