



Crown
Commercial
Service

**CALL OFF ORDER FORM FOR MANAGEMENT
CONSULTANCY SERVICES**

FOR

**PROVISION OF CONSULTANCY FOR OUTCOMES OF
POST OFFICE PLAN**

CONTRACT REFERENCE CCCC20A03

CONTRACT

FOR

UK GOVERNMENT INVESTMENTS

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 Consultancy for Outcomes of Post Office Plan from **RM3745** dated 4th September 2017.

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	To be completed at Contract award
From	UK GOVERNMENT INVESTMENTS LTD ("CUSTOMER")
To	KPMG LLP ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 4 th March 2020
	Expiry Date: End date of Initial Period 3 rd July 2020 End date of Extension Period 2 nd September 2020 (if required) Minimum written notice to Supplier in respect of extension: 2 weeks

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) REDACTED
------------	--

PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) REDACTED
------	--

CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 (Standards and Quality) Applied
4.2	Service Levels/Service Credits: REDACTED
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: REDACTED
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Applied

PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>REDACTED</p> <p>The total contract value shall be up to £500,000.00 excluding VAT including all extension options. However should the need arise and subject to obtaining the necessary approvals this can be increased by Variation.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Annex A – Statement of Requirements (Section 12)</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted only as follows:</p> <p>The location of the Services will be carried out at the Supplier's offices. Meetings required during the contract period at either UKGI, 1 Victoria Street, London SW1H 0ET (which will be the base location). Alternatively meetings may be held at POL, 20 Finsbury Dials, London EC2Y 9AQ.</p> <p>Daily rates are inclusive of T&S to the base location outlined above.</p>

	<p>Travel to any other venues will need to be approved by the Authority prior to any travel arrangements being booked.</p> <p>For any pre-approved travel to locations other than the base location, the Authority will pay reasonable out of pocket travel and subsistence expenses (using the most economical mode of transport), properly and necessarily incurred in the performance of the services. The expenses will be calculated at the rates, and in accordance with the UKGI Travel & Subsistence policy.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices should be submitted electronically to UKGIFinance@ukgi.org.uk.</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>A period of 4 months from the Call Off Commencement Date of 4th March 2020 to 3rd July 2020. In addition any contract extension to 2nd September 2020 if Implemented.</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 Applied</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	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £500,000.00 (excluding VAT)</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>In Clause 38.3 of the Call Off Terms</p>

TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 42.2.1(c) of the Call Off Terms)):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
8.2	<p>Termination without cause notice period (Clause 42.7.1 of the Call Off Terms):</p> <p>In Clause 42.7.1 of the Call Off Terms</p>

8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: To be Advised

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 24 th January 2020 Recital D - date of receipt of Call Off Tender: 7 th February 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements (Call Off Schedule 7)
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be Not Applicable
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):

	Applied
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p><u>Customer's postal address and email address:</u></p> <p>UK Government Investments, REDACTED REDACTED</p> <p><u>Supplier's postal address and email address:</u></p> <p>KPMG, REDACTED REDACTED</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>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):</p> <p><u>Exceptionally and specific to only this contract the following will apply:</u></p> <ul style="list-style-type: none"> • KPMG Benchmarking/ KPMG Global Services (KGS) will be appointed as a sub-contractor for this Contractor. • 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. • 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. • Notwithstanding any other provision of this Call Off Contract, except where required by the Freedom of Information Act 2000, the Customer shall not: <ul style="list-style-type: none"> i) disclose or transfer any Supplier branded Deliverable to any third party; or ii) alter any Supplier branded Deliverable; or iii) attribute any non-Supplier branded Deliverable to the Supplier; or iv) make reference to the Supplier's role in the provision of any non-Supplier branded Deliverable; <p>in each case without the Supplier's prior written consent.</p> <p>UKGI's retain the right to be able to freely share and discuss the deliverables of this contract with BEIS, POL and other HM Government stakeholders. A list of authorised recipients will be agreed between UKGI and KPMG LLP.</p> • 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

	<p>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.</p>
--	---

REDACTED

10.12	Call Off Tender: REDACTED								
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not Applied								
10.14	Staff Transfer Not applied								
10.15	Processing Data Call Off Schedule 17								
	<ol style="list-style-type: none"> The contact details of the Customer Data Protection Officer is: REDACTED The contact details of the Suppliers Data Protection Officer is: REDACTED The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Schedule. <table border="1"> <tr> <td>Contract Reference:</td><td>CCCC20A03</td></tr> <tr> <td>Date:</td><td>4th March 2020</td></tr> <tr> <td>Description Of Authorised Processing</td><td>Provision of Consultancy for Outcomes of Post Office Plan</td></tr> <tr> <td>Identity of the Controller and Processor</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td></tr> </table>	Contract Reference:	CCCC20A03	Date:	4th March 2020	Description Of Authorised Processing	Provision of Consultancy for Outcomes of Post Office Plan	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.
Contract Reference:	CCCC20A03								
Date:	4th March 2020								
Description Of Authorised Processing	Provision of Consultancy for Outcomes of Post Office Plan								
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	No use of personal data.
	Duration of the processing	No processing of personal data.
	Nature and purposes of the processing	
	Type of Personal Data	None.
	Categories of Data Subject	None.
10.16	MOD DEFCONs and DEFFORM	
	Not Applicable	

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	05 / 03 / 2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	09/03/2020

