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

Order Form

CALL-OFF REFERENCE: Con_24520

THE BUYER: Ministry of Justice on behalf of the Secretary of

State for Justice

BUYER ADDRESS Ministry of Justice

102 Petty France

London SW1H 9AJ

THE SUPPLIER: KPMG LLP

SUPPLIER ADDRESS: 15 Canada Square, London, E14 5GL

REGISTRATION NUMBER: OC301540

DUNS NUMBER: 42-391-6167

SID4GOV ID: N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 25th November 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of a Learning Transformation Project.

CALL-OFF LOT(S):

Lot 3- Complex and 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 can not 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

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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 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- 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

[None]

Call-off start date: 25th November 2024

Call-off expiry date: 31st March 2025

Call-off initial period: 5 months

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification) See details in Call-Off Schedule 4 (Call-Off Tender)

Security

Short form security requirements apply

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 are: £350,000

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

Reimbursable expenses

Recoverable as stated in Framework Contract

Payment method

A central purchase order number will be provided by the Authority. All invoices must be sent monthly, quoting a valid purchase order number (PO Number) and Contract reference. You must be in receipt of a valid PO Number before submitting an invoice.

Buyer's invoice address

SSCL
Ministry of Justice
APinvoices-MOJ-U@gov.sscl.com
Ministry of Justice
102 Petty France, London SW1H 9GL

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative [REDACTED]

Buyer's security policy

Available online at:

Security Guidance (justice.gov.uk)

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

Monthly

Progress meeting frequency

Monthly

Key staff REDACTED

Key subcontractor(s)

Not applicable

Commercially sensitive information

Joint Schedule 4

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Social Value Policy available online at: Social Value Policy

Environmental Policy available online at:

Ministry of Justice and the environment

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)]

Formation of call off contract

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

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

JOINT SCHEDULES

Joint Schedule 1 (Definitions)	RM6187-Joint-Sched ule-1Definitionsod1	
Joint Schedule 2 (Variation Form)	RM6187-Joint-Sched ule-2Variation-Form	
Joint Schedule 3 (Insurance Requirements)	RM6187-Joint-Sched ule-3Insurance-Requ	
Joint Schedule 4 (Commercially Sensitive Information)	RM6187-Joint-Sched ule-4-Commercially-S	
Joint Schedule 5 (Corporate Social Responsibility)	RM6187-Joint-Sched ule-5Corporate-Soci	

Joint Schedule 10 (Rectification Plan)	RM6187-Joint-Sched ule-10Rectification-F
Joint Schedule 11 (Processing Data)	RM6187-Joint-Sched ule-11Processing-Da

CALL-OFF SCHEDULES

Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Call-Off Schedule 5 (Pricing Details)	[REDACTED]
Call-Off Schedule 7 (Key Supplier Staff)	RM6187-Call-Off-Sch edule-7Key-Supplier
Call-Off Schedule 9 (Security)	RM6187-Call-Off-Sch edule-9Securityodt
Call-Off Schedule 10 (Exit Management)	RM6187-Call-Off-Sch edule-10Exit-Manag
Call-Off Schedule 20 (Call-Off Specification)	RM6187-Call-Off-Sch edule-20Specificatio