

**Crown Commercial Service**

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**Call Off Order Form for Management Consultancy Services**

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**PROVISION OF CONSULTANCY SUPPORT FOR COVID-19 ENERGY RETAIL  
MARKETS**

**To**

**DEPARTMENT FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY (BEIS)**

**From**

**KPMG LLP**

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

## 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 Support dated **04 September 2018**.

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 Template Call Off Order Form and the Call Off Terms.

Order Number	<b>REDACTED</b>
From	<b>Department for Business, Energy and Industrial Strategy (BEIS)</b> <b>("CUSTOMER")</b>
To	<b>KPMG LLP</b> <b>("SUPPLIER")</b>
Date	<b>25/08/2020</b> <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date: 25/08/2020</b>
1.2.	<b>Expiry Date: 08/02/2021</b>

#### 2. SERVICES

2.1.	<b>Services required:</b>  <b>REDACTED</b>
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#### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>Upon receipt of a Service Request the Supplier shall prepare a Project Plan for the Services requested in the Service Request. Unless otherwise agreed, the Supplier shall prepare this Project Plan within five working days of receipt of the Service Request.</p>
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>Not applied</p>
<b>4.2.</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>
<b>4.3.</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>
<b>4.4.</b>	<p><b>Performance Monitoring:</b></p> <p>Not applied</p>
<b>4.5.</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>Within 10 working days</p>

#### 5. PERSONNEL

<b>5.1.</b>	<p><b>Key Personnel:</b></p> <p><b>REDACTED</b></p>
<b>5.2.</b>	<p><b>Relevant Convictions (Clause 28.2 of the Call Off Terms):</b></p> <p>Clause 28.2 of the Call Off Terms</p>

#### 6. PAYMENT

<b>6.1.</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>Contract value is a maximum of <b>REDACTED</b> (excluding VAT).</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p><b>REDACTED</b></p>
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<b>6.2.</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):  Contract to be let on a Time and Materials basis, capped at agreed call off contract charges (6.1), with individual purchase orders being raised once the need for, and details of, each discrete work package has been determined.
<b>6.3.</b>	<b>Reimbursable Expenses:</b>  Permitted in accordance with BEIS Travel & Subsistence Policy
<b>6.4.</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  <b>REDACTED</b>
<b>6.5.</b>	<b>Call Off Contract Charges fixed for:</b>  Entirety of Contract period, including extension options.
<b>6.6.</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:  Monthly basis, starting from the 3 <sup>rd</sup> month of the contract.  <b>N/A</b>
<b>6.7.</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1.</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  <b>REDACTED</b>
<b>7.2.</b>	<b>Supplier's limitation of Liability;</b>  In Clause 37.2.1 of the Call Off Terms
<b>7.3.</b>	<b>Insurance:</b>  Clause 38.3 of the Call Off Terms

## 8. TERMINATION AND EXIT

<b>8.1.</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):  In Clause 42.2.1(c) of the Call Off Terms
<b>8.2.</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms):  In Clause 42.7.1 of the Call Off Terms

<b>8.3.</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4.</b>	<b>Exit Management:</b> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1.</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> N/A
<b>9.2.</b>	<b>Commercially Sensitive Information:</b> Details of the consultant's costs and fee rates should be considered commercially confidential. Details of the consultant's methodologies should also be considered commercially confidential.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1.</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2.</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3.</b>	<b>Security:</b> Select short form security requirements
<b>10.4.</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6.</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7.</b>	<b>NOT USED</b>
<b>10.8.</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Clause 35.2.3 of the Call Off Terms
<b>10.9.</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <b>REDACTED</b>
<b>10.10.</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)

<b>10.11.</b>	<p><i>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</i></p> <p><i>1. Impact of Covid-19</i>  <i>The timing of the Services and its performance will be dependent on all relevant information and documentation and access to personnel being made available to the Supplier promptly as and when required by the project timetable. Supplier shall use all reasonable endeavours to meet any agreed timetable. If any stakeholder or member of either team is unavailable for an extended period of time due to sickness or measures taken to control the spread of illness, there may be a delay or temporary cessation in the delivery of the Services and the Supplier will work with the Customer to mitigate any impact.</i></p> <p><i>2. Draft papers and Deliverables</i></p> <p><i>a) The parties agree that the Supplier will retain copies of its drafts and working papers prepared or generated by it during the course of providing the Services to the extent required by Applicable Law and in order to comply with its regulatory guidance and professional retention policies.</i></p> <p><i>b) Notwithstanding any other provision of this Call Off Contract, except where required by Applicable Law, the Customer shall not:</i></p> <p style="margin-left: 40px;"><i>i) disclose or transfer any Supplier branded Deliverable to any third party; or</i>  <i>ii) alter any Supplier branded Deliverable; or attribute any non-Supplier branded Deliverable to the Supplier; or</i>  <i>iii) make reference to the Supplier's role in the provision of any non-Supplier branded Deliverable;</i></p> <p style="margin-left: 80px;"><i>in each case without the Supplier's prior written consent.</i></p> <p><i>3. Audit Independence and conflict check process</i>  <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> <p><i>The Supplier has an established conflict checking process and systems designed to identify potential competing engagements and to ensure that conflicts are understood and where appropriate, managed. These checks are company specific and can take a few days to process through their systems as potential matches are manually investigated by a central team subject to specific confidentiality controls.</i></p> <p><i>The Supplier has cleared our conflict checks for the initial sector level analysis phase (Phase 1) which assumes that they will not be looking to provide advice on specific financial situation of an individual energy supplier but will be providing advice at an aggregated sector level through their ring-fenced team.</i></p> <p><i>Where the Customer requires further specific analysis of individual entities within the sector (Supplier specific engagement), the Supplier is likely to be required to undertake further independence, acceptance and conflict checks processes on the individual entity, and depending on the results of those processes, it may not always be possible</i></p>
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	<p><i>for them to proceed with enhanced analysis or advice in relation to a specific entity or to proceed only after receiving approval / consent.</i></p> <p><i>Due diligence type analysis is typically permissible, including in relation to the Supplier's audit clients where the consent of the audit client is obtained and where specific information barriers and confidentiality protections are in place to ensure separation between the Supplier's audit team and the team advising you. The Supplier would not typically be able to take on adversarial engagements (e.g. restructuring advice) in relation to a KPMG audit client.</i></p> <p><i>The Supplier would typically not be able to undertake detailed further analysis on an individual company where the additional specific work is adversarial against existing engagements identified (e.g. a corporate finance related mandate for that entity).</i></p> <p><b>4. Open Source Publication</b>  <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></p>
<b>10.12.</b>	<p><b>Call Off Tender:</b> N/A</p>
<b>10.13.</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Clause 36.3.2 of the Call Off Terms</p>
<b>10.14.</b>	<p><b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
<b>10.15.</b>	<p><b>Processing Data</b></p> <p><b>Authorised processing template</b> - Option A (Authority as Controller)</p> <p><b>Subject matter of the processing</b> - collection, storage and associated processing of the contact details of BEIS officials involved in setting up and managing the contract so as to facilitate supplier/customer communications over the term of the contract.</p> <p><b>Duration of the processing</b> - Processing will take place from 10/08/2020 for the duration of the contract. The contract will end on 08/02/2021.</p> <p><b>Nature and purposes of the processing</b> - collection, recording, storage, retrieval and use of data to enable effective supplier/customer communication throughout the term of the contract.</p> <p><b>Type of personal data</b> - contact details (email, telephone number &amp; work address) for BEIS officials involved in setting up and managing the contract with KPMG and resultant delivery.</p> <p><b>Categories of data subject</b> - BEIS officials</p>

<b>10.16.</b>	<b>MOD DEFCONs and DEFFORM</b>  <b>N/A</b>
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**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	25/08/2020

**For and on behalf of the Customer:**

Name and Title	REDACTED
Signature	REDACTED
Date	25/08/20