

## Schedule 4 - Order Form

### **Order Form**

Defined terms in this Order Form shall have the meanings given in the Call-off Terms and Conditions.

Unless otherwise specified, references to clauses and Annexes within this Order Form are references to the clauses and Annexes of the Call-off Terms and Conditions.

### **Introduction and Background**

This Order Form is issued subject to the provisions of the Framework Agreement. The Provider agrees to supply the Services in accordance with the relevant parts of the Framework Specification in Schedule 1 of the Framework Agreement (as specified below) and subject to the terms of the Contract and the relevant Court Order.

The Parties agree that the Contract shall consist of the terms and conditions set out in this Order Form, the Call-off Terms and Conditions in Schedule 5 of the Framework Agreement (as may be amended or added to by the Customer through this Order Form and set out below, provided any such amendments or additions are permitted by and in accordance with the Regulations and Guidance), the relevant Court Order, the Letter of Nomination and Letter of Acceptance of Appointment.

The Contract is conditional on a valid Court Order being obtained approving the Appointment of the relevant Office Holder to perform the Services under the Contract and the Office Holder taking office in accordance with such Court Order.

### **Part 1 Customer's requirements**

#### **To be completed by the Customer**

<b>Customer:</b>	
<b>Principal place of business:</b>	
<b>Invoice address:</b>	

(if different from principal place of Business set out above)	
<b>Authorised Representative:</b>	Ref:  Phone:  E-mail:
<b>Contract Reference Number</b> (to be stated on all correspondence relating to this Order Form):	
<b>Date Part 1 Issued:</b>	

<b>1. Notices</b>
Please specify the name and contact details for the individual that notices shall be sent to for the Customer's attention under this Contract (if different from the Authorised Representative stated above):
Name:  Phone:  E-mail:

<b>2. Type of Receiver Appointed</b>
The Office Holder shall be Appointed under this Contract to act as selected below.
Management Receiver [ ]

Enforcement Receiver [ ]

NCA Receiver [ ]

Interim Receiver [ ]

Receiver in Connection with an Interim Freezing Order [ ]

Receiver in Connection with Property Freezing Order [ ]

Receiver in Connection with Prohibition Order [ ]

Trustee for Civil Recovery [ ]

### 3. Details of Services required

#### 3.1 Case Details

Specified Court:	
Defendant/respondent name:	
Defendant/respondent address/location:	
Legislation:	
Background:	
<b>Criminal Confiscation:</b>	
Restraint Order date:	

Confiscation Order date:	
Benefit amount:	
Available amount:	
Outstanding amount including interest:	
Daily interest:	
Time to pay:	
Default sentence and status:	
<b>Civil Recovery:</b>	
Interim Freezing Order date:	
Property Freezing Order or Prohibition Order Date:	
Civil Recovery Order:	

**3.2 Office Holder requirement**

Please tick the box that applies according to whether you would like to give the Provider the option to appoint joint Office Holders:

Single Office Holder [ ]      Option to appoint joint Office Holder [ ]

<b>4. Pricing</b>										
<b>4.1 Assumptions</b>										
The Provider must take into account the following Assumptions when pricing for the purposes of this Contract:										
1.										
2.										
3.										
4.										
5.										
	Insert additional rows as necessary									
Should the Provider seek to introduce any additional assumptions the Customer may disqualify them from the relevant award procedure.										
<b>4.2 Assets and pricing type(s)</b>										
When populating the table below, the assets / recoverable property listed must mirror all assets / recoverable property included in the draft receivership / trusteeship order										
The Contract Price proposed by the Provider shall be based on the following pricing type(s)										
	<b>Details of asset / recoverable property / aspect of</b>	<b>Estimated 'Net' Value (i.e., excluding all encumbrances such as outstanding mortgages,</b>	<b>Location of asset</b>	<b>Other issues (e.g., contested third party claims, likely co-operation or otherwise of Defendant/Respondent or third parties, likely litigation, occupation of</b>	<b>Pricing type to be applied to asset/recoverable property/aspect of Services to be delivered (i.e., Capped Price,</b>					

	Services to be delivered	secured loans and valid 3rd party interests etc.)		real property, country specific issues re overseas assets etc.)	Estimated Price or Contingency Fee Pricing)
1.					
2.					
3.					
4.					
5.					
6.					
	Insert additional rows as necessary				
TOTAL VALUE					

**4.3 Litigation Risk – will the Provider have to engage litigation to realise the assets listed at 4.2?**

Is litigation likely?	YES / NO (if 50% likely or more select YES, if less than 50% likely select NO) If YES, please list each set of likely proceedings below.
1.	
2.	
3.	

4.	
5.	
6.	
7.	

**4.4 Attachments – the following documents are attached:**

Draft Witness Statement: Yes [ ]

Draft Order Yes [ ]

**4.5 Further Case Information:**

*[Include any further information to the case which is not covered in the witness statement which is relevant to the receivership / trusteeship]*

**5. Call-Off Terms and Conditions and additional requirements**

**5.1 Variations to Call-Off Terms and Conditions (if any):**

*[Insert details of any variations to the Call-off Terms and Conditions]*

**5.2 Additional conditions which apply to this Contract (if any):**

*[Insert details of any additional terms and conditions]*

**6. Return deadlines:**

**6.1** The Provider shall raise any clarifications in respect of this Order Form with the Customer as soon as reasonably practicable but in any event within 3 Working Days of the date of issue of this Part 1.

**6.2** The Provider must return this Order Form to the Customer with Part 2 completed or notify the Customer that they will not be returning Part 2 of the Order Form, on or before: *[insert date]*

## 7. Type of award

The award process being utilised for this Contract is:

Mini-Competition: ☐ (if mini-competition is selected the method of evaluation in section 8 below will need to be completed)

Direct Award: ☐ (note: Customers may need to seek internal authorisation for Direct Award in accordance with internal processes)

In cases of Direct Award for extreme urgency, the timescale requirements are as follows: *[insert details as applicable]*

## 8. Method of evaluation of mini-competition and weighted evaluation criteria (not to be completed where Direct Award is being used as the award process)

### 8.1 Method of evaluation

The evaluation method must be selected in accordance with the Competed Services Award Criteria set out in Schedule 2 to the Framework Agreement.

Please tick the box that applies:

Lowest price: ☐ (evaluation of the mini-competition will be based on 100% of the Contract Price proposed of compliant tenders)

Weighted evaluation: ☐ (evaluation of the mini-competition will be in accordance with the weighted evaluation criteria set out below)

### 8.2 Weighted evaluation award criteria (only to be completed if Weighted evaluation box is selection at Section 8.1)

The Customer shall evaluate the Provider's response to the mini-competition in accordance with the criteria and percentage weightings set out in the table below. The Customer may choose to include 10% social value in the weighted evaluation award criteria.



Criterion	Percentage Weightings and allowable variance to be set by the Customer conducting the mini-competition
Technical	50% - 90%
Price	10% - 50%
Social Value	0% - 10%

### 8.3 Weighted evaluation requirements (only to be completed if Weighted evaluation box is selection at Section 8.1)

Additional information has been included for the Provider's attention at an appendix to this Order Form which sets out the evaluation criteria for the weighted evaluation [ ].

Where a Customer is evaluating a mini-competition on the basis of weighted evaluation, the customer shall have regard to the contents of Schedule 2 of the Framework Agreement, including but not limited to paragraphs 5 and 6.

## 9. Insurance and security

### 9.1 Insurance and security requirements

Default position under clause 41 (Insurances): [ ] Adjustments required to insurance levels: [ ] (as set out below in section 9.2)

### 9.2 Adjustments to insurance levels required (if any)

The Provider shall make the following adjustments to the levels of insurance cover specified in clause 41.1:

*[insert adjustments to insurance levels]*

### 9.3 Additional insurance(s) required

The Provider shall provide the following insurance requirements in addition to those required under the Contract:

[insert information regarding any additional insurance requirements]
<p><b>9.4 Additional security requirements</b></p> <p>Is the case security sensitive:      Yes [ <input type="checkbox"/> ]      No [ <input type="checkbox"/> ]      (if yes, security issues are to be detailed below)</p> <p>[insert detail of security issues]</p> <p>The Provider shall comply with the following additional security requirements:</p> <p>[insert information regarding additional security requirements]</p>

<b>10. Reporting and meetings</b>
<p><b>10.1 Reporting requirements</b></p> <p>The Provider's reporting obligations are set out in clause 33 (Provision of information and meetings) and Part 2 of Annex D (Contract Management, Reporting and Accounts). Please tick the box that applies:</p> <p>a. Reporting in accordance with clause 33 and Part 2 of Annex D (Contract Management, Reporting and Accounts) [ <input type="checkbox"/> ]</p> <p>b. Adjustments required to reporting obligations [ <input type="checkbox"/> ]</p> <p>If b. is ticked, the Provider shall comply with the following reporting obligations: [insert details]</p>
<p><b>10.2 Frequency of reporting</b></p> <p>The Provider shall provide the reports specified above at the following intervals: the first report shall be provided within 28 days of Appointment of the Office Holder and each subsequent report [monthly] [quarterly] [OTHER – specify how often] thereafter.</p>
<p><b>10.3 Meeting Requirements:</b></p> <p>a. Default position under clause 33 and Part 3 of Annex D (Contract Management, Reporting and Accounts) [ <input type="checkbox"/> ]</p>

b. Adjustments required to meeting obligations [ ☐ ]

If b. is ticked, the Provider shall comply with the following meeting obligations: *[insert any specific requirements for meetings including frequency and proposed venue/approach to agreeing the same, if required]*

## 11. Quality standards

The Provider shall adhere to the following quality standards in addition to those required under the Contract (if any):

*[insert information regarding additional quality standards]*

## 12. Service Levels and contract performance

### 12.1 Applicability of Service Levels to this Contract

Do Service Levels apply to this Contract: Yes [ ☐ ] No [ ☐ ]

Where Yes is selected clause 7 shall apply to the Contract and the applicable Service Levels shall be attached as an appendix to this Order Form, in substantially the same format as at Annex C (Service Levels).

Where No is selected, Sections 12.2 and 12.3 should be left blank.

The Provider shall provide the Customer with a Performance Monitoring Report covering each Service Period which shall be: *[insert relevant period for reporting purposes and also for calculation of service credits]*

### 12.2 Service Credit Cap (only to be populated if Service Levels apply)

The Service Credit Cap shall be: *[insert relevant service level cap and period to which it applies]*

**12.3 Critical Service Failure (only to be populated if Service Levels apply)**

For the purposes of this Contract, Critical Service Failure shall mean: *[customer to specify what level of service failure constitutes a critical service failure which gives rise to the Customer's right to terminate the contract for material breach]*

**12.4 Invoice Submission Default Rate**

The following Invoice Submission Default Rate shall apply to the Contract (zero to be inserted if the Customer does not wish for this mechanism to apply):

*[insert £ amount (per day)]*

**13. Data Protection**

The scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject applicable to this Contract shall be:

Those set out in Annex B (Data processing): [ ]

Those specified by the Customer and included as an appendix to this Order Form: [ ] (in which case the provisions of Annex B shall not apply to this Contract)

Contact details for the Customer's Data Protection Officer are as follows:

Name: *[insert details]*

Address: *[insert details]*

Email: *[insert details]*

**14. Governing law and jurisdiction**

Does Annex E (Northern Ireland Law) apply to this Contract:

Yes: [ ]

No: [ ]

Where “Yes” is selected the relevant provisions of the Contract shall be amended in accordance with Annex E.

**Part 2 Provider’s response****To be populated by the Provider**

<b>Authorised Representative:</b>	Ref: Phone: E-mail:
<b>Address:</b>	[ ]
<b>Provider’s Data Protection Officer</b>	Name: Telephone: Email: Other contact details (if relevant):

<b>1. Notices</b>
Please specify the name and contact details for the individual that notices shall be sent to for the Provider's attention under this Contract (if different from the Authorised Representative stated above):
Name:
Phone:
E-mail:

<b>2. Office Holder to be Appointed</b>		
Please outline details of the relevant Office Holder(s) in accordance with those listed in Schedule 7 of the Framework Agreement (Office Holders).		
<b>Where joint office holders are to be appointed details of the additional Officer Holder are to be included in the second column</b>		
<b>Full name of Office Holder(s):</b>	[ ]	[ ]
<b>E-mail:</b>	[ ]	[ ]
<b>Telephone number:</b>	[ ]	[ ]
<b>Address:</b>	[ ]	[ ]
<b>Has the Office Holder previously been Appointed as an Office Holder</b>	Yes: [ ]      No: [ ]  Where "Yes" is selected the Provider shall provide such evidence as the Customer may reasonably request to substantiate the response.	Yes: [ ]      No: [ ]  Where "Yes" is selected the Provider shall provide such evidence as the Customer may reasonably request to substantiate the response.

### 3. Pricing

The Provider shall set out the Contract Price in accordance with clause 9 of the Framework Agreement and in accordance with the pricing type(s) specified by the Customer in section 4.2 of Part 1 of this Order Form. Where the Provider is proposing a Capped Price or Estimated Price the Contract Price shall be based on the prices listed in the Pricing Matrices (as set out at Schedule 3 of the Framework Agreement), which may be lowered at the discretion of the Provider. The Provider shall base the Contract Price on the Assumptions. **With the exception of an Estimated Price (which shall be governed by clause 14 (Estimated Price)), the Contract Price stated by the Provider in this section shall be fixed throughout the Contract Period and shall not be increased save for where changes may be permitted by the Customer pursuant to a Price Variation Clause. The Provider acknowledges that the circumstances in which the Contract Price stated in this section may be changed are limited in nature and any increase to the Contract Price shall be at the Customer's sole discretion.**

Prices shall be stated in relation to each asset according to the pricing type(s) specified by the Customer in section 4.2 of Part 1 of this Order Form and be broken down into the relevant hourly rates by grade of Staff as stated in the Pricing Matrices. The price for each asset shall be the total price for the recovery and/or management of that asset inclusive of disbursements.

\*Please note: if pricing is not provided for each asset in accordance with the pricing types and/or the pricing assumptions specified by the Customer in section 4.2 of Part 1 of this Order Form, or if the Provider does not set out a price breakdown of the relevant hourly rates by grade of Staff included in the price, the Customer may disqualify the Provider from the award procedure.

If, in the event of a claim included in the price, the Customer may disqualify the Provider from the award procedure:						
	Asset / recoverable property / aspect of Services to be provided	Pricing type (as specified by the Customer in Part 1 above)	Price breakdown (ex VAT) (to include hours and the hourly rates by grade of Staff as stated in the Pricing Matrices and sub-contractor prices / disbursements)		Total price (ex VAT) for asset / recoverable property / aspect of Services	Timescale for completion
1.			In-House Costs (insert breakdown below)	£		
			Legal Costs	£		
			Conveyancing Costs	£		
			Estate or Letting Agent Costs	£		
			Other Sub-Contractor Costs	£		
			Insurance Costs	£		
			Other Costs	£		
2.			In-House Costs (insert breakdown below)	£		
			Legal Costs	£		

			Conveyancing Costs	£		
			Estate or Letting Agent Costs	£		
			Other Sub-Contractor Costs	£		
			Insurance Costs	£		
			Other Costs	£		
3.			In-House Costs (insert breakdown below)	£		
			Legal Costs	£		
			Conveyancing Costs	£		
			Estate or Letting Agent Costs	£		
			Other Sub-Contractor Costs	£		
			Insurance Costs	£		
			Other Costs	£		
4.			In-House Costs (insert breakdown below)	£		
			Legal Costs	£		
			Conveyancing Costs	£		
			Estate or Letting Agent Costs	£		
			Other Sub-Contractor Costs	£		
			Insurance Costs	£		
			Other Costs	£		
5.			In-House Costs (insert breakdown below)	£		
			Legal Costs	£		
			Conveyancing Costs	£		
			Estate or Letting Agent Costs	£		
			Other Sub-Contractor Costs	£		
			Insurance Costs	£		
			Other Costs	£		
6.			In-House Costs (insert breakdown below)	£		
			Legal Costs	£		
			Conveyancing Costs	£		
			Estate or Letting Agent Costs	£		



			Other Sub-Contractor Costs	£		
			Insurance Costs	£		
			Other Costs	£		
	[insert further rows as necessary]					
	<b><u>TOTAL PRICE (the Contract Price) exclusive of VAT</u></b>				<b><u>£</u></b>	

<b>4. Breakdown of In-House Costs (no additional costs should be included here, only a breakdown of the in-house costs as per Section 3 above)</b>								
		<b>Asset 1</b>	<b>Asset 2</b>	<b>Asset 3</b>	<b>Asset 4</b>	<b>Asset 5</b>	<b>Asset 6*</b>	<b>Total</b>
<b>Partner / Managing Director / Director (Office Holder)</b>	Hourly Rate (£)							
	Hours							
	Total (£)							
<b>Managing Consultant / Director / Associate Partner</b>	Hourly Rate (£)							
	Hours							
	Total (£)							
<b>Principal Consultant / Associate Director / Senior Manager</b>	Hourly Rate (£)							
	Hours							
	Total (£)							
<b>Senior Consultant / Manager</b>	Hourly Rate (£)							
	Hours							
	Total (£)							
<b>Consultant / Senior Analyst / Senior Associate / Assistant Manager</b>	Hourly Rate (£)							
	Hours							
	Total (£)							

<b>Analyst / Junior Consultant / Associate</b>	Hourly Rate (£)							
	Hours							
	Total (£)							
<b>Administration / Support Staff</b>	Hourly Rate (£)							
	Hours							
	Total (£)							
<b>Total</b>	Total Hours							
	<b>Total (£)</b>							
	Average Charge/Hr (£)							

\*insert further columns as necessary for additional assets.

#### 5. Provider's weighted evaluation responses (to be populated only where the method of evaluation is weighted evaluation)

Provider has attached additional information where the Provider's responses to the weighted evaluation criteria are included [ ]

#### 6. Direct Award response (to be populated only in where the type of award is Direct Award)

The Provider confirms it has the capability, capacity and expertise to provide the Services within the timescales specified by the Customer:  
YES/NO (delete as applicable)

### Part 3 Formation of Contract

#### Parties to the Contract (to be completed by both Parties)

<b>Customer</b>	
<b>Customer's principal place of business</b>	
<b>Provider:</b>	
<b>Company Number:</b>	
<b>Registered Office:</b>	

1. If the Customer wishes to seek the Appointment of the relevant Office Holder(s) based on the detail set out in Part 1 and Part 2 of this Order Form, they shall sign this Order Form in the relevant field below and return the Order Form to the Provider accompanied by a Letter of Nomination.
2. Should the Provider wish to accept the Appointment, the Provider shall sign this Order Form in the relevant field below and return the Order Form to the Customer accompanied by their Letter of Acceptance of Appointment.
3. Subject to paragraph 4 below, **BY SIGNING AND RETURNING THIS ORDER FORM ACCOMPANYING THEIR SIGNED LETTER OF ACCEPTANCE OF APPOINTMENT THE PROVIDER AGREES** to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (and its Appendices), incorporating:
  - a. the rights and obligations in the Call-off Terms and Conditions set out in Schedule 5 of the Framework Agreement (as may be amended by this Order Form) entered into by the Provider and the Authority reference PR 2022 112;
  - b. the Letter of Nomination;
  - c. the Letter of Acceptance of Appointment; and
  - d. the relevant Court Order.
4. The Parties agree that this Contract is conditional on a valid Court Order being obtained approving the Appointment of the relevant Office Holder(s) to perform the Services under the Contract and the Office Holder(s) taking office in accordance with and pursuant to such Court Order.
5. The Contract shall commence on the date the Office Holder takes Office as specified by and in accordance with the Court Order.

6. Will the Customer be recommending to the Court that a Security Bond is required?: Yes: [ ] No: [ ]

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

Name and title	
Signature	
Date	

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

Name and title	
Signature	
Date	

*[Appendix 1: Weighted evaluation requirements – attach or delete as appropriate]*

*[Appendix 2: Service Levels applicable to the Contract – attach or delete as appropriate]*

*[Appendix 3: Data Processing – attach or delete as appropriate]*