

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

Order Form

CALL-OFF REFERENCE:	TBC
THE BUYER:	Her Majesty's Treasury
BUYER ADDRESS	1 Horse Guards Road, SW1A 2HQ
THE SUPPLIER:	FTI Consulting LLP
SUPPLIER ADDRESS:	200 Aldersgate Street, EC1A 4HD
REGISTRATION NUMBER:	OC372614
DUNS NUMBER:	218244541
SID4GOV ID:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [24th October 2022].

It is issued under the Framework Contract with the reference number RM6269 for the provision of Restructuring and Insolvency Services.

CALL-OFF LOT(S):

Not applicable

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CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. 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) RM6269
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6269
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6269
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)

No other Supplier terms are 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

None

CALL-OFF START DATE: **16 September 2022**

CALL-OFF EXPIRY DATE: **16 March 2024**

CALL-OFF INITIAL PERIOD: **18 months**

CALL-OFF DELIVERABLES

- (1) Initial high-level review and assessment; and
- (2) Additional documents as required by HMT dependent on priorities (including but not limited to 'Due Diligence Reports' as defined and detailed in the accompanying 'Statement of Requirements').

The Supplier commits to work constructively with any other advisers or similar suppliers that the Buyer or other parts of HMG might instruct in the context of [REDACTED].

The Supplier also commits – as does the Buyer – to proactively manage risks attributed to them under the terms of this Call-off Contract.

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 is **£4.9m.**

CALL-OFF CHARGES

[REDACTED]

REIMBURSABLE EXPENSES

Reasonable out of pocket expenses, to be reported to HM Treasury on a regular basis.

PAYMENT METHOD

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices should be submitted in PDF and addressed to contacts detailed in the contract award.

Invoices should contain the following information:

Contract Reference: TBC

Date period invoice covers

HMT PO Reference: TBC

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The Supplier will submit a breakdown of who worked on the engagement for the period the invoice covers, this can be included on the invoice, in the approvals email or as a separate document that the department has sight of.

If an incorrect invoice is sent to Accounts Payable, then a credit note is required to be issued along with the corrected invoice

The Supplier must facilitate payment by the Buyer of the Charges under the Call-Off Contract under any method agreed in this Order Form.

The Supplier must facilitate a change of payment method during the term of the Call-Off Contract.

The Supplier shall not charge the Buyer any fees for the use of any payment method or for a change of payment method during the term of the Call-Off Contract.

BUYER'S INVOICE ADDRESS:

Accounts Payable
HM Treasury
Rosebery Court, St. Andrews Business Park,
Norwich,
NR7 0HS

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S SECURITY POLICY

The Short Form Security Requirements in Call Off Schedule 9 apply (with reference to 'Call-Off Schedule 9': the Buyer acknowledges that (i) the Supplier has not provided a draft 'Security Management Plan' prior to the Call-Off Start Date and (ii) the Supplier shall be obliged to prepare and deliver a 'Security Management Plan' only if explicitly requested to do so in writing by the Buyer (and any delivery of a Security Management Plan later than 20 Working Days after the Call-Off Start Date shall not be considered a breach of the Supplier's obligations under this contract); and the Supplier acknowledges its obligations in respect of security under this contract e.g. responsibility for providing a level of security that demonstrates 'Good Industry Practice' at a minimum).

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

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PROGRESS REPORT FREQUENCY

In Phase 1, Aside from meetings as set out below, written updates in relation to the scheme design element to be provided on an ad-hoc basis as agreed between FTI and HMT. [REDACTED]

In Phase 2, FTI will deliver a standardised report on each applicant that proceeds to the due-diligence phase (i.e. a Due Diligence Report, subject to those factors detailed in the Statement of Requirements), which will include an assessment of the credit risks associated with applicants and the appropriate size of the guaranteed facility, plus any structuring considerations.

PROGRESS MEETING FREQUENCY

Three times weekly meetings with the FTI, HMT and UKGI core team (or as required). [REDACTED]

Attendance at HMT's Advisory Committee as required.

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable.

COMMERCIALLY SENSITIVE INFORMATION

Key staff names and Call-Off rates.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it shall support the themes and policy outcomes set out in Procurement Policy Note 06/20. In support of these policy outcomes the Supplier shall use all reasonable endeavours to progress its current and proposed Social Value activities with respect to Fighting Climate Change.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	