

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

## **Order Form**

Call-Off Reference	<b>TIS0584</b>
The Buyer	<b>The Insolvency Service</b>
Buyer Address	<b>16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ</b>
The Supplier	<b>BDO LLP</b>
Supplier Address	<b>55 Baker Street, London, W1U 7EU</b>
Registration Number	<b>OC305127</b>
DUNS Number	<b>73-575-1781</b>
SID4GOV ID:	<b>N/A</b>

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated  
12/5/2023

It's issued under the Framework Contract with the reference number RM6188 for the provision of Forensic Accountancy, Consultancy and Associated Services.

**CALL-OFF LOT(S):**  
**Lot 3 Counter Fraud and Investigation**

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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) **RM6188**
3. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6188**
    - o Joint Schedule 1 (Definitions)
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **RM6188**
    - o Call-Off Schedule 5 (Pricing Details)
    - o Call-Off Schedule 14 (Service Levels)
    - o Call-Off Schedule 15 (Call-Off Contract Management)
    - o Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**

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**

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 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

Special term 2: Clause 10.5 of the Core Terms is amended as follows:

- The existing paragraph under clause 10.5 is numbered 10.5.1;
- The following paragraph is inserted after clause 10.5.1 and is numbered clause 10.5.2:

The Supplier may terminate a Call-Off Contract upon such period of written notice is reasonable in the circumstances, if there is any Change in Law or other change in circumstance which would mean that the performance of the Call-Off Contract

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(including the application of any fee arrangements) would result in the Supplier being in breach of any obligations relating to conflicts of interest, independence and integrity under Law applicable to the Supplier provided that, prior to issuing any such notice of termination, the Supplier shall use best endeavours to seek an alternative solution to termination (which shall include a requirement to terminate any contract with a third party if the existence of that contract has led to a conflict of interest) and mitigate the impact of any such alternative solution or termination.

Special term 3: The definition of "Conflict of Interest" in Joint Schedule 1 is deleted and replaced by the following:

a conflict between:

(a) the financial interests,

(b) personal duties, or

(c) any obligations, applicable to the Supplier, relating to conflicts of interest, independence and integrity under Law,

of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;

CALL-OFF START DATE: 12/5/2023

CALL-OFF EXPIRY DATE: 5/11/2024

CALL-OFF INITIAL PERIOD: Twelve (12) Months

**The Call-Off Contract will be extended by 12-month periods until the services are delivered.**

**CALL-OFF DELIVERABLES**

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

**SECURITY**

Short form security requirements apply

**and**

Security Policy

**MAXIMUM LIABILITY**

Special term 4: Clause 11.2 of the Core Terms is deleted and replaced with the following:

Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in contract, tort or otherwise), for any loss whatsoever and howsoever caused by or arising from this Call-Off Contract, shall not exceed

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£500,000 or, if greater, 10 times the total of fees invoiced under this Call-Off Contract.

Where any loss is suffered by CCS or the Buyer (as applicable) for which the Supplier would otherwise be jointly and severally liable with any third parties, the extent to which such loss shall be recoverable by CCS or the Buyer (as applicable) from the Supplier, as opposed to the third party, shall be limited so as to be in proportion to the Supplier's contribution to the overall fault for such damage or loss, as agreed between the parties, or in the absence of agreement, as finally determined by an English Court (ignoring for these purposes the ability of the third party to pay or any limitation of liability that CCS or the Buyer (as applicable) might have agreed with such third party).

### **CALL-OFF CHARGES**

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

### **REIMBURSABLE EXPENSES**

As set out in INSS Travel and Subsistence Policy and Guidance V1.0

### **PAYMENT METHOD**

Monthly consolidated invoice including progress against milestones, or any milestone payments as required.

### **BUYER'S INVOICE ADDRESS:**

Cannon House, PO Box 16652, B2 2HR  
payments@insolvency.gov.uk

### **FINANCIAL TRANSPARENCY OBJECTIVES**

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

### **BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### **BUYER'S ENVIRONMENTAL POLICY**

INSS Environmental Policy V1.0

### **Buyer's Sustainability Policy**

INSS Sustainability Policy V1.0

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**BUYER’S SECURITY POLICY**

INSS Physical Security Policy V2.0  
INSS Physical Security Management Plan 2022 V2.0  
INSS Information Risk Policy (IG.ISMS.D.5.2) V1.8  
INSS Guidance What is Personal Data V1.0

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**SUPPLIER’S CONTRACT MANAGER**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Or:

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month.

**PROGRESS MEETING FREQUENCY**

Monthly on the first Working Day of each month.

**KEY STAFF**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

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**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

The information contained in Joint Schedule 4 and Call-Off Schedule 5 is considered to be Supplier's Commercially Sensitive Information.

**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 will comply with the social value commitments as defined in its Framework Agreement.

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

Signature:

Name:

Role:

Date:

A large black rectangular box redacting the signature, name, role, and date for the Supplier.

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

Signature:

Name:

Role:

Date:

A large black rectangular box redacting the signature, name, role, and date for the Buyer.