

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

Order Form

CALL-OFF REFERENCE:	712354452
THE BUYER:	Nathan Lewis
BUYER ADDRESS:	Redacted under FOIA Section 40, Personal Information
THE SUPPLIER:	BDO LLP
SUPPLIER ADDRESS:	55 Baker Street, London W1U 7EU
REGISTRATION NUMBER:	OC305127
DUNS NUMBER:	73-575-1781

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27/09/2024.

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

CALL-OFF LOT(S): Not applicable

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 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6269
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 17 (MOD Terms)
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

The following Special Terms are incorporated into this Call-Off Contract:
Not Applicable.

CALL-OFF START DATE: 27/09/2024

CALL-OFF EXPIRY DATE: 31/12/2024

CALL-OFF OPTIONAL EXTENSION PERIOD 3 Months

The optional call-off extension period is subject to the outcomes of Scopes 1 and 2 detailed and further funding approvals from the Authority.

The Receiving Party shall be entitled to disclose Confidential Information only to the minimum extent that they are required to do so by applicable law or by order of a court or as required by the rules and regulations of any regulatory body or any enquiry or

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investigation by any governmental, parliamentary or official body which has the power to compel disclosure.

CALL-OFF DELIVERABLES

All taskings will be given using the document in Appendix 1. To the extent output has not already been delivered, the tasking forms will be shared immediately after this contract is signed.

Redacted under FOIA Section 43, Commercial interests

SECURITY

Long form security requirements apply

and

Security Policy

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract will be no more than the greater of £5 million or 125% of the Estimated Yearly Charges including DEFCON 514 (Material Breach)

CALL-OFF CHARGES

The Total Limit of Liability for this contract is £660,000.00 (excluding VAT).

The supplier will be tasked based on the Rate Card provided as part of the Framework and laid out in Call-Off Schedule 5.

Redacted under FOIA Section 43, Commercial interests

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment will be enabled by the CP&F and Exostar systems. Redacted under FOIA Section 40, Personal Information

The supplier will be expected to raise invoices that include a weekly time-sheet of the Advisors time working on the project.

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The Supplier shall not charge the Customer 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:

Main Building,
Whitehall, London
SW1A 2HB

BUYER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

Not applicable.

BUYER'S SECURITY POLICY

Please see Schedule 9 – Security.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

Redacted under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY

On the last Working Day of each week

PROGRESS MEETING FREQUENCY

On the first working day of each week.

KEY STAFF

If there is any change in supplier staff support for this requirement, written approval of the staff change must be given by the MOD project team.

KEY SUBCONTRACTOR(S)

Key subcontractors should be approved by the project team and contracted on the rate card provided in Schedule 5 Pricing Details.

COMMERCIALLY SENSITIVE INFORMATION

BDO Rates Schedule.

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, MAC 2.3 - Tacking Workforce Equality.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted under FOIA Section 40, Personal Information	Signature:	Redacted under FOIA Section 40, Personal Information
Name:	Redacted under FOIA Section 40, Personal Information	Name:	Redacted under FOIA Section 40, Personal Information
Role:	Partner	Role:	Commercial Partner Business Partner
Date:	03.10.2024	Date:	03.10.2024