**Order Form and Call-Off Schedules**

**Order Form**

CALL-OFF REFERENCE: **CCFI24A04**

THE BUYER: **Crown Commercial Service**

BUYER ADDRESS REDACTED TEXT under FOIA Section 40, Personal Information

THE SUPPLIER: **Forvis Mazars LLP**

SUPPLIER ADDRESS:REDACTED TEXT under FOIA Section 40, Personal Information

REGISTRATION NUMBER:REDACTED TEXT under FOIA Section 40, Personal Information

DUNS NUMBER:REDACTED TEXT under FOIA Section 40, Personal Information

SID4GOV ID:REDACTED TEXT under FOIA Section 40, Personal Information

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17th December 2024.

It’s issued under the Framework Contract with the reference number RM6188 for the provision of Health Assurance Auditing Services

### CALL-OFF LOT:

**Lot 4- Other Independent Assurance**

### 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**
	+ Joint Schedule 1 (Definitions)
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 5 (Corporate Social Responsibility)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 8 ((Guarantee)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

* Call-Off Schedules for **RM6188**
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 13 (Implementation Plan and Testing)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 16 (Benchmarking)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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 is*

 *(i) specified in this Contract or*

 *(ii) 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 outside of the Supplier’s reasonable control which would mean that the performance of the Call-Off Contract (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 term.*

*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;*

*Special Term 4 - Clause 2.2 of Call Off Schedule 8 (Business Continuity and Disaster Recovery is amended to state that;- Within thirty* ***(30)*** *Working Days after the Start Date of the contract the Supplier shall prepare and deliver to the Buyer for the Buyer’s written approval a plan (a “BCDR Plan”)*

CALL-OFF START DATE: **24th April 2025**

CALL-OFF EXPIRY DATE: **23rd April 2027**

CALL-OFF INITIAL PERIOD: **Two (2) Years**

**CALL-OFF OPTIONAL EXTENSION PERIOD** One (1) period of two (2) years

### CALL-OFF DELIVERABLES

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

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### SECURITY

Part B Long form security requirements apply.

See further details relating to security requirements in Section 16 of Call Off Schedule 20 – Specification and Call-Off Schedule 9 (Security).

### 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 Two Hundred and Forty-Five Thousand Pounds (£245,000.00) excluding VAT.

### CALL-OFF CHARGES

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

The Charges will be firm throughout the life of the Contract

### REIMBURSABLE EXPENSES

None permitted

### 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.

## The Supplier must provide a consolidated invoice on a monthly basis by email as confirmed by the Authority.

## Payment of invoices will be made within 30 days of the consolidated invoice date, subject to them being correct, containing the requirement information and in the required format.

### BUYER’S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information

### BUYER’S ENVIRONMENTAL POLICY

[**https://www.gov.uk/government/publications/carbon-reduction-policy**](https://www.gov.uk/government/publications/carbon-reduction-policy)

[**https://www.crowncommercial.gov.uk/social-value/sustainability**](https://www.crowncommercial.gov.uk/social-value/sustainability)

### BUYER’S SECURITY POLICY

[**https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework**](https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework)

### SUPPLIER’S AUTHORISED REPRESENTATIVE

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2. REDACTED TEXT under FOIA Section 40, Personal Information
3. REDACTED TEXT under FOIA Section 40, Personal Information
4. REDACTED TEXT under FOIA Section 40, Personal Information

### SUPPLIER’S CONTRACT MANAGER

1. REDACTED TEXT under FOIA Section 40, Personal Information
2. REDACTED TEXT under FOIA Section 40, Personal Information
3. REDACTED TEXT under FOIA Section 40, Personal Information
4. REDACTED TEXT under FOIA Section 40, Personal Information

### PROGRESS REPORT FREQUENCY

Monthly by the fifth (5th) working day of each calendar month.

### PROGRESS MEETING FREQUENCY

As stated in Call Off Schedule 15

### KEY STAFF

1. REDACTED TEXT under FOIA Section 40, Personal Information
2. REDACTED TEXT under FOIA Section 40, Personal Information
3. REDACTED TEXT under FOIA Section 40, Personal Information
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### KEY SUBCONTRACTOR(S)

None

### COMMERCIALLY SENSITIVE INFORMATION

### Detailed in Joint schedule 4 (Commercially Sensitive information)

### Pricing Schedule, tender documents, Information contained within the mandatory evaluation document.

### SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 5% of each total monthly invoice sum.

The Service Period is: One month (first day of the month to last day of the month)

### ADDITIONAL INSURANCES

Not applicable

### GUARANTEE

1. There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

### 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 in Call-Off Schedule 4 (Call-Off Tender).

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| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | REDACTED TEXT under FOIA Section 40, Personal Information | Signature: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Name: | REDACTED TEXT under FOIA Section 40, Personal Information | Name: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Role: | REDACTED TEXT under FOIA Section 40, Personal Information | Role: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Date: | Jan 24, 2025  | Date: | 27th January 2025  |