

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

### Order Form

CALL-OFF REFERENCE: CPD44122193

THE BUYER: Department of Levelling Up, Housing and Communities (DLUHC)

BUYER ADDRESS 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: Kroll Associates UK Limited

SUPPLIER ADDRESS: 14<sup>th</sup> Floor, The Shard, 32 London Bridge Street, London, SE1 9SG

REGISTRATION NUMBER: **02020412**

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30<sup>th</sup> March 2022.

It is issued under the Framework Contract with the reference number RM6188 for the provision of data gathering, analytical, intelligence and investigation services to support DLUHC's work to protect leaseholders and taxpayers from bearing the cost of remediating high-rise and medium-rise residential buildings

CALL-OFF LOT(S):  
Three – Counter fraud and investigation

#### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract (see annex 1). 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 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 6 (Key Subcontractors)
    - o Joint Schedule 10 (Rectification Plan)

- o Joint Schedule 11 (Processing Data)
- Call-Off Schedules for CDP44122193
  - o Call-Off Schedule 3 (Continuous Improvement)
  - o Call-Off Schedule 5 (Pricing Details)
  - o Call-Off Schedule 7 (Key Supplier Staff)
  - o Call-Off Schedule 9 (Security). Part A is applicable
  - o Call-Off Schedule 15 (Call-Off Contract Management – except para 4)
  - o Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.10)
- 5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
- 6. 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 termination.*

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

Crown Copyright 2021

*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: 28th March 2022

CALL-OFF EXPIRY DATE: 31st March 2024

CALL-OFF INITIAL PERIOD: 12 Months

### CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

### 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 £600,000

### CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)  
The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

### REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

### PAYMENT METHOD

The payment method for this Call-Off Contract is BACS

### BUYER'S INVOICE ADDRESS

Invoices should be sent to the following email address:

**FINANCIAL TRANSPARENCY OBJECTIVES**

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

**BUYER'S AUTHORISED REPRESENTATIVE**

**BUYER'S ENVIRONMENTAL POLICY**

Greening Government Commitments Annual Report, April 2020

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/883779/ggc-annual-report-2018-2019.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf)

**BUYER'S SECURITY POLICY**

Appended at Call-Off Schedule 9

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

**SUPPLIER'S CONTRACT MANAGER**

**PROGRESS REPORT FREQUENCY**

Weekly (or as agreed and documented otherwise)

**PROGRESS MEETING FREQUENCY**

Weekly (or as agreed and documented otherwise)

**KEY STAFF**

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**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 in Call-Off Schedule 4 (Call-Off Tender)



## **Annex 1 Call Off Incorporated Terms**

### **Joint Schedule 1(Definitions and Interpretation)**



RM6188-Joint-Sched  
ule-1\_-Definitions- (3)

### **Joint Schedule 2 (Variation Form)**



RM6188-Joint-Sched  
ule-2\_-Variation-Form

### **Joint Schedule 3 (Insurance Requirements)**



RM6188-Joint-Sched  
ule-3\_-Insurance-Req

### **Joint Schedule 4 (Commercially Sensitive Information)**

### **Joint Schedule 6 (Key Subcontractors)**



RM6188-Joint-Sched  
ule-6\_-Key-Subcontra

### **Joint Schedule 10 (Rectification Plan)**



RM6188-Joint-Sched  
ule-10\_-Rectification-

### **Joint Schedule 11 (Processing Data)**



Joint Schedule  
11\_Mar22.docx

### **Call-Off Schedule 3 (Continuous Improvement)**



RM6188-Call-Off-Sc  
hedule-3-Continuous

Call-Off Schedule 5 (Pricing Details)

Call-Off Schedule 7 (Key Supplier Staff)

Call-Off Schedule 9 (Security). Part A is applicable



RM6188-Call-Off-Schedule-9\_-Security.doc

Call-Off Schedule 15 (Call-Off Contract Management)



RM6188-Call-Off-Schedule-15\_-Call-Off-C

Call-Off Schedule 20 (Call-Off Specification – except para 4)

CCS Core Terms (version 3.0.10)



RM6188-Core-Terms  
(1).odt

Joint Schedule 5 (Corporate Social Responsibility)



RM6188-Joint-Schedule-5\_-Corporate-Soc

Call-Off Schedule 4 (Call-Off Tender)