

HM Treasury

Call-Off Order Form for RM6188 Audit & Assurance Services Framework (A&AS)

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

Order Form

CALL-OFF REFERENCE: **RM6188OFSI26042022**

THE BUYER: **HM Treasury**

BUYER ADDRESS **1 Horse Guards Road, Westminster, London, SW1A 2HQ**

THE SUPPLIER: **Ankura Consulting (Europe) Limited**

SUPPLIER ADDRESS: **2nd Floor, 55 Bishopsgate, London EC2N 3AS**

REGISTRATION NUMBER: **213430**

DUNS NUMBER: **345950302**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **08/06/2022**. It's issued under the Framework Contract with the reference number RM6188 for the provision of Investigation Services.

CALL-OFF LOT(S):

Lot 3: Counter fraud & investigation

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 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**
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 16 (Benchmarking)
 - o Call-Off Schedule 18 (Background Checks)
 - 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

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

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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: **20/06/2022**

CALL-OFF EXPIRY DATE: 3 months from Call-Off Start Date

CALL-OFF INITIAL PERIOD: 3 months, with 3-month extension option

CALL-OFF DELIVERABLES

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

SECURITY

Appended at Call-Off Schedule 9 (Security). Short form Security will apply as per standard processes, however where the project requires, the long form may be used.

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 **£374,625.00** Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

REDACTED

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoices should be submitted to the below address at the end of each calendar month for work completed in that month.

- The Authority will raise a purchase order for the maximum value of the

contract. The supplier will invoice for each element of the requirement against the purchase order numbers.

- Payment can only be made following satisfactory delivery of pre-agreed work.

BUYER'S INVOICE ADDRESS:

REDACTED

FINANCIAL TRANSPARENCY OBJECTIVES

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

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9 (Security). Short form Security will apply as per standard processes, however where the project requires, the long form may be used.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

To be agreed at kick-off meeting.

PROGRESS MEETING FREQUENCY

To be agreed at kick-off meeting.

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

KPI's to be agreed via Call-Off Schedule 14 (Service Levels) in week 1 of the contract.

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).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	13 June 2022	Date:	14 June 2022