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**RM3745 Call Off Order Form for Management Consultancy Services**

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

## PART 1 – CALL OFF ORDER FORM

### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of forensic accountancy services dated 1st of April 2021.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	VOA/2021/013
From	Valuation Office Agency ("CUSTOMER")
To	BDO LLP ("SUPPLIER")

### SECTION B

#### CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 04/05/2021
	Expiry Date: End date of Initial Period 03/05/2025 End date of Extension Period 03/05/2026 Minimum written notice to Supplier in respect of extension: three months

## SERVICES

2.1.	<b>Services required:</b>  The services required are as set out in the BDO proposal document at Clause 10.12 below
2.2	<b>Customer responsibilities</b>  The Customer shall provide the Supplier with complete, accurate and timely instructions or information relevant to the Services.

## PROJECT PLAN

3.1.	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)  The Supplier provided the Customer with a draft Project Plan in its Tender for the Provision of Forensic Accountancy Services dated 25 March 2021.  This will be discussed and a final project plan agreed with the Customer within 10 Working Days from the Call Off Commencement Date.  The draft Project Plan addressed:  Year One key milestone to include:  Phase 1 - Agreeing the proposed methodology for calculating loss compensation and future losses  Review of the compensation formula;  Consider whether it is suitable, fair and reasonable for providing disturbance compensation;  Provide an initial report on the “baseline” turnover and profitability and on the quantum of losses caused by the Scheme; and  Include in the report a commentary on the proposed methodology for calculating future losses.  Additional key requirements milestones to be agreed by both parties
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## CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> Cyber Essentials
4.2	<b>Service Levels/Service Credits:</b> Not applied
4.3	<b>Critical Service Level Failure:</b> Not applied
4.4	<b>Performance Monitoring:</b> Not applied
4.5	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## PERSONNEL

5.1	<b>Suppliers Key Personnel:</b> REDACTED
5.2	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): The supplier shall disclose of any Relevant Convictions held by members of the project team

## PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  Fee breakdown for initial advice, Fixed Price: REDACTED  Fee proposal for dealing with negotiations, the total from this table will be the capped fee with any further costs to be agreed with client (based on these day rates) REDACTED
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	<p>The Supplier's pricing proposal and capped fees for the initial advice and dealing with negotiations are based on its best estimate of the time required to carry out each phase of work from the information provided. If the work takes longer than this estimate, or there is a change in the scope of work, the Supplier will agree any increases with the Customer at the agreed daily rate before commencing further work.</p> <p>Fee proposal for reviewing claim annually, the total from this table will be the capped fee with any further costs to be agreed with client (based on these day rates)</p> <p>REDACTED</p> <p>The Call Off Contract Charges must be compliant with the provisions of Framework Schedule 3 (Charging Structure).</p> <p>It may be necessary for the Supplier to review its time estimate for the annual reviews after completion of the initial advice and negotiation if potential issues which may impact the annual calculations are identified but have not been accounted for in the Supplier's proposal.</p>
<b>6.2</b>	<p><b>Payment terms/profile</b></p> <p>Invoices should be provided for each milestone within one month of agreement of deliverables.</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Reasonable and pre-agreed reimbursable expenses will be reimbursed</p> <p>Anticipated travel to Hull for a site visit and/ or face to face meeting with the claimant and its advisors if required at a location where there is no BDO office.</p> <p>Other travel plans to be agreed with Customer.</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Payments will be made via an electronic payments system, SAP Ariba P2P (MYBuy). Invoices should be sent to dvsfinance@voa.gov.uk copying in contract manager email address (including the purchase order provided). Payments will be made into the bank account provided by the supplier</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Five [5] Call Off Contract Years from the Call Off Commencement Date.</p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>12 April of each Call Off Contract Year during the Call off Contract Period.</p>

<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  <b>Not Permitted.</b>
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## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of <b>REDACTED</b>
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);  <b>In Clause 37.2.1 of the Call Off Terms</b>  The supplier shall not be liable for Losses to the extent that such losses arise from the acts or omissions of any person other than the Supplier and its subcontractors (if applicable).
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms):  <b>Required Insurances set out in Framework Schedule 14, Annex 1.</b>

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms):  <b>In Clause 42.2.1(c) of the Call Off Terms</b>
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms):  <b>In Clause 42.7.1 of the Call Off Terms</b>
<b>8.3</b>	<b>Undisputed Sums Limit:</b>  <b>In Clause 43.1.1 of the Call Off Terms</b>
<b>8.4</b>	<b>Exit Management:</b>  <b>In Call Off Schedule 9 (Exit Management)</b>

## SUPPLIER INFORMATION

9.1	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> N/A
9.2	<b>Commercially Sensitive Information:</b> Commercially sensitive information of the Supplier includes: Call off contract charges agreed for this projects; Any Project Specific IPR or Deliverables

#### OTHER CALL OFF REQUIREMENTS

10.1	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 11/03/2021 Recital D - date of receipt of Call Off Tender: 25/03/2021
10.2	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
10.3	<b>Security:</b> Short form security requirements as set out in Call Off Schedule 7
10.4	<b>ICT Policy:</b> Not applied
10.5	<b>Testing:</b> Not applied



10.6	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be <i>two weeks</i> .
10.7	NOT USED
10.8	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): N/A
10.9	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: REDACTED  Supplier’s postal address and email address: REDACTED
10.10	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
10.11	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b> N/A
10.12	<b>Call Off Tender:</b> In Call Off Schedule 16 - BDO proposal REDACTED

10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b>
10.14	<b>Staff Transfer</b> Not applicable
10.15	<b>Processing Data</b> Call Off Schedule 17
10.16	<b>MOD DEFCONs and DEFFORM</b> Not Used
10.17	<b>Open Source Publication (Clause 34.10 of the Call Off Terms)</b> The Customer shall not publish as Open Source all or part of the Project Specific IPR Items or Deliverables.
10.19	<b>Security and Protection of Information (Clause 35 of the Call of Terms)</b> Where the Supplier is required to disclose the Deliverables to the Claimant and its professional advisors:  The Supplier shall seek the Customer's prior written authorisation before disclosing the Deliverables to the Claimants and their professional advisers.  The Supplier shall enter into hold harmless letters and release letters with the Claimants and their advisers, on terms reasonably acceptable to the Supplier, the claimants and their advisers, prior to disclosure of the Deliverables.

## **FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

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

Name and Title	
Signature	
Date	

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

Name and Title	
Signature	
Date	