

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

Order Form

CALL-OFF REFERENCE:	711159450
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 08/03/2024.

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)
7. 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:
Not Applicable.

CALL-OFF START DATE: 08/03/2024

CALL-OFF EXPIRY DATE: 31/03/2024

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.

Redacted under FOIA Section 24, Military sensitive technical information

CALL-OFF DELIVERABLES

Redacted under FOIA Section 24, Military sensitive technical information

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 £200,000.00 (inc VAT).

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment will be enabled by the CP&F and Exostar systems. If you have any issues with payment, please contact Helen Murray-Webster (Helen.Murray-Webster100@mod.gov.uk) or a member of the project team.

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

Redacted under FOIA Section 43, Commercial interests

BUYER'S INVOICE ADDRESS:

Main Building,
Whitehall, London
SW1A 2HB

BUYER'S AUTHORISED REPRESENTATIVE

Nathan Lewis

Business Commercial Partner

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

Redacted under FOIA Section 40, Personal Information

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)

None anticipated.

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, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender). MAC 2.3 - Tackling 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:	National Head of Restructuring	Role:	Commercial Business Partner
Date:	27.03.2024	Date:	27.03.2024