

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: DNO/324 Strategic Financial Advisors

THE BUYER: Ministry of Defence

BUYER ADDRESS: Ministry of Defence Abbey Wood, Bristol, BS34 8JH

THE SUPPLIER: Ernst & Young LLP

SUPPLIER ADDRESS: 1 More London Place, London, SE1 2AF

REGISTRATION NUMBER: OC300001

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1. Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 29th August 2024

It's issued under the Framework Contract with the reference number RM6187 for the provision of financial advisory services.

2. CALL-OFF LOT(S):

Crown Commercial Services Management Consultancy Framework Three (MCF3) RM6187, Lot 4 - Finance

3. Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract. Where schedules are missing, those schedules are not part of the agreement and cannot be used. 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. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- ~~Joint Schedule 4 (Commercially Sensitive Information)~~ NOT IN USE¹
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- ~~Call-Off Schedule 1 (Transparency Reports)~~ - NOT IN USE²
- ~~Call-Off Schedule 3 (Continuous Improvement)~~ - NOT IN USE³
- 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 (Part A: Short Form Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 15 (Contract Management)
- ~~Call-Off Schedule 16 (Benchmarking)~~ - NOT IN USE⁴

¹ Covered by Term 20 of this Order Form.

² Reporting covered by provisions within the SOR. Contract value falls below threshold for public reporting.

³ Covered by provisions within the SOR and the Monthly Contract Progress Meeting.

⁴ Not required as Benchmarking has been achieved through running the competitive tender.

● Call-Off Schedule 17 (MOD Terms)

3. CCS Core Terms

-
4. Joint Schedule 5 (Corporate Social Responsibility)
 5. 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.

Supplier terms are not 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.

4. 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

The Supplier must disclose any existing relationships with companies relevant, or likely to be relevant, to the programme in writing to the Authority prior to contract award. The supplier must work exclusively with the Authority (the Buyer) in relation to this programme unless otherwise agreed by the Authority (the Buyer).

Special Term 3

The limitation of liability has been increased in this Call-Off Contract from £1,000,000 to £2,500,000 ex VAT. The £1,000,000 ex VAT cap on liability detailed in clause 11.2 of the Core terms no longer applies.

Call-off start date: 29th August 2024

Call-off expiry date: 28th August 2025

Call-off initial period: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD: The contract will include a break clause enabling the Department to terminate the contract after six months at its sole discretion. The Department reserves the right to extend the contract for up to a further 36 months in increments of up to 12 months.

5. Call-off deliverables:

Please refer to the Statement of Requirement at Annex A.

6. Security

Short form security requirements apply

and

DEFCON 659A [Security Measures] and DEFCON 660 [Official Sensitive Security Requirements]

The Supplier must also refer to the attached Security Aspects Letter and action as required.

7. Maximum liability

The limitation of liability for this Call-Off Contract is £2,500,000 ex VAT.

8. Call-off charges

In accordance with Annex A, Price, the following shall apply:

Rate Card:

[REDACTED – COMMERCIAL]

Success Fee:

The following structure will be used as a basis where a Success Fee is payable, however the terms of which will be agreed by both parties prior to the commencement of work in relation to this.

[REDACTED - COMMERCIAL]

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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

9. Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices).

10. Payment method

By Contracting Purchasing and Finance (CP&F) e-procurement platform.

11. Buyer's invoice address

As per Exostar Instructions.

12. FINANCIAL TRANSPARENCY OBJECTIVES

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

13. Buyer's authorised representative(s)

[REDACTED – PERSONAL]

14. Buyer's security policy

DEFCON 659A 02/24 [Security Measures]

DEFCON 660 12/15 [Official Sensitive Security Requirements]

15. Supplier's authorised representative

[REDACTED – PERSONAL]

16. Supplier's contract manager

[REDACTED – PERSONAL]

17. Progress report frequency

Progress reporting will be agreed prior to the commencement of individual taskings in accordance with Annex A.

18. Progress meeting frequency

Refer to Annex A, Account and Contract Management.

19. Key staff

[REDACTED – PERSONAL]

20. Key

subcontractor(s) Not applicable

21. Commercially sensitive information

The following information shall be deemed commercially sensitive information:

- Any information relating to the Supplier's fee, rates, its methodology for providing the services in question and any personal data provided by the Supplier including CVs of the Staff engaged in the provision of the services. Any information falling within the definition of Supplier's Confidential Information within the MCF3 Call-Off agreement.
- The Supplier's ITT submission, including the Payment and Pricing Schedule, and Technical Envelope submission.
- The duration for which such information is confidential is finite.

22. Service credits

Not applicable

23. Additional insurances

Not applicable

24. Guarantee Not applicable

25. Buyer's environmental and social value policy [Social Value Model \(SVM\)](#)

26. 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 submitted in their ITT response relating to MACs:

2.2 Tackling Economic Inequality

4.2 Fighting Climate Change

6.1 Equal Opportunity

Social Value commitment shall be reported on Quarterly within the contract review meeting.

27. Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a CallOff Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

[REDACTED – PERSONAL]

For and on behalf of the Buyer:

[REDACTED – PERSONAL]

Annex A

[REDACTED – COMMERCIAL]