

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

## Order Form

|                      |                                      |
|----------------------|--------------------------------------|
| CALL-OFF REFERENCE:  | Pro_23894                            |
| THE BUYER:           | His Majesty's Treasury               |
| BUYER ADDRESS        | 1 Horse Guards Road, SW1A 2HQ        |
| THE SUPPLIER:        | Ernst & Young LLP                    |
| SUPPLIER ADDRESS:    | 1 More London Place, London, SE1 2AF |
| REGISTRATION NUMBER: | <b>OC300001</b>                      |
| DUNS NUMBER:         | 221768935                            |

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 02/05/23.

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 4 (Commercially Sensitive Information)
    - Joint Schedule 5 (Corporate Social Responsibility)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6269
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)

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**

None

CALL-OFF START DATE: 02 May 2023

CALL-OFF EXPIRY DATE: 01 November 2023

CALL-OFF INITIAL PERIOD: 6 months

Call-Off Optional Extension Period: The Authority reserves the option to extend the call-off contract by up to 3 months.

## **CALL-OFF DELIVERABLES**

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

## **SECURITY**

Short form security requirements apply

## **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

## **CALL-OFF CHARGES**

The total contract value is up to £3,000,000 exclusive of VAT. It is based on Time and materials as per the day rates submitted in the Attachment 4 pricing schedule.

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)

## **REIMBURSABLE EXPENSES**

None

## **PAYMENT METHOD**

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices should be submitted in PDF and addressed to contacts detailed in the contract award.

Invoices should contain the following information:

Contract Reference: Pro\_23894

The Supplier will submit a breakdown of who worked on the engagement for the period the invoice covers, this can be included on the invoice, in the approvals email or as a separate document that the department has sight of.

If an incorrect invoice is sent to Accounts Payable, then a credit note is required to be issued along with the corrected invoice

The Supplier must facilitate payment by the Customer of the Charges under the Call-Off Contract under any method agreed in this Order Form.

The Supplier must facilitate a change of payment method during the term of the Call-Off Contract.

The Supplier shall not charge the Customer any fees for the use of any payment method or for a change of payment method during the term of the Call-Off Contract.

**BUYER'S INVOICE ADDRESS:**

REDACTED TEXT under FOIA Section 40, Personal Information.

**BUYER'S AUTHORISED REPRESENTATIVE**

REDACTED TEXT under FOIA Section 40, Personal Information.

**BUYER'S SECURITY POLICY**

The Short Form Security Requirements in Call Off Schedule 9 applies

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

REDACTED TEXT under FOIA Section 40, Personal Information.

**SUPPLIER'S CONTRACT MANAGER**

As authorised representative

**PROGRESS REPORT FREQUENCY**

Unless Otherwise agreed

**PROGRESS MEETING FREQUENCY**

Unless Otherwise agreed

**KEY STAFF**

REDACTED TEXT under FOIA Section 40, Personal Information.

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Key staff names and Call-Off rates.

**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)

| For and on behalf of the Supplier: |  | For and on behalf of the Buyer: |  |
|------------------------------------|--|---------------------------------|--|
| Signature:                         | REDACTED TEXT under FOIA Section 40, Personal Information. | Signature:                      | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Name:                              | REDACTED TEXT under FOIA Section 40, Personal Information. | Name:                           | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Role:                              | REDACTED TEXT under FOIA Section 40, Personal Information. | Role:                           | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Date:                              |  | Date:                           |  |