

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

Order Form

| | |
|----------------------|-------------------------------|
| CALL-OFF REFERENCE: | SS092022 |
| THE BUYER: | Her Majesty's Treasury |
| BUYER ADDRESS | 1 Horse Guards Road, SW1A 2HQ |
| THE SUPPLIER: | Ernst & Young LLP |
| SUPPLIER ADDRESS: | 1 More London Place, SE1 2AF |
| REGISTRATION NUMBER: | OC300001 |
| DUNS NUMBER: | 221768935 |
| SID4GOV ID: | N/A |

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25/10/22.

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 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - 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 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - 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:

29 September 2022

CALL-OFF EXPIRY DATE: **29 March 2023**

CALL-OFF INITIAL PERIOD: **6 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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2.5m ex. VAT

CALL-OFF CHARGES

The following charges shall apply;
[REDACTED]

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: [specific contract ref for each adviser]

Date period invoice covers

HMT PO Reference: [specific blanket PO No, for each adviser]

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

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

Crown Copyright 2021

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:

Accounts Payable
Her Majesty's Treasury
1 Horse Guards Road,
London
SW1A 2HQ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S SECURITY POLICY

The Short Form Security Requirements in Call Off Schedule 9 applies

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGERS

[REDACTED]

PROGRESS REPORT FREQUENCY

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

PROGRESS MEETING FREQUENCY

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

KEY STAFF

[REDACTED]

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: |
| [REDACTED] | [REDACTED] |