



Crown
Commercial
Service

Bid Pack

Attachment 5a – Order Form

Provision of EA support to the Increasing Defence Outputs
(IDO) programme

Contract Reference: CCCC23A15

Attachment 5a Order Form

CALL-OFF REFERENCE: CCCC23A15

THE BUYER: Increasing Defence Outputs Team, part of Ministry of Defence

BUYER ADDRESS Increasing Defence Outputs Team, Floor 3, Zone D, MOD Main Building, Whitehall SW1A 2HB

THE SUPPLIER: Ernst & Young LLP

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

REGISTRATION NUMBER: OC300001

DUNS NUMBER: 05-836-9562

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 1st November 2023 at Contract Award.

It's issued under the Framework Contract with the reference number RM6187 for the provision of consultancy services to the Increasing Defence Outputs team.

CALL-OFF LOT: 3 - Complex & Transformation

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 can not 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. Joint Schedule 1(Definitions and Interpretation) RM6187
3. 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)
- Joint Schedule 6 (Key Subcontractors)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility)
 6. 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.

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

Call-off start date: 13th November 2023

Call-off expiry date: 31st March 2026

Call-off initial period: 2 years, 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 are: REDACTED TEXT under FOIA Section 43 Commercial Interests..

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

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

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

MOD CP&F system.

Buyer's invoice address

Invoices should be submitted to:

REDACTED TEXT under FOIA Section 40, Personal Information

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

REDACTED TEXT under FOIA Section 40, Personal Information

Buyer's security policy

Please refer to HMG - Security policy framework and Section 16 of the Statement of Requirements.

Supplier's authorised representative

REDACTED TEXT under FOIA Section 40, Personal Information

Supplier's contract manager

REDACTED TEXT under FOIA Section 40, Personal Information

Progress report frequency

Monthly.

Progress meeting frequency

Monthly.

Key staff

REDACTED TEXT under FOIA Section 40, Personal Information

Key subcontractor(s)

Squarcle Consulting Ltd
REDACTED TEXT under FOIA Section 40, Personal Information
30 Queen Charlotte Street
Bristol
BS1 4HJ
Consultancy Services

Commercially sensitive information

Joint Schedule 4 (Commercially Sensitive Information)

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)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off 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:

Signature: 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

Date: 9th November 2023

For and on behalf of the Buyer:

Signature: 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

Date: 17 Nov 2023