

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

Order Form

CALL-OFF REFERENCE:

THE BUYER: Ministry of Defence

BUYER ADDRESS Birch 1a #3133, MOD Abbey Wood, Bristol, BS34 8JH

THE SUPPLIER: Ernst & Young LLP

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

REGISTRATION NUMBER: OC300001

DUNS NUMBER: 221768935

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 13 January 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Management Consultancy - Procurement & Supply Chain Advice.

CALL-OFF LOT(S):

Lot 6 - Procurement and Supply Chain

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) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 17 (MOD Terms) - Optional
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
 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 start date: 13 January 2023

Call-off expiry date: 10 February 2023

Call-off initial period: 4 weeks

Call-off deliverables:

There are commercial ship acquisition procurements being undertaken by the Ships Acquisition Innovation & Future Capability (IFC) team in Defence Equipment and Support (DE&S), each having synergies with each other and are on-going

procurements. Expert commercial shipping procurement and supply chain consultants are required to act as advisors in support of the commercial ship procurements.

External Procurement and Supply Chain Consultancy services including but not limited to:

7. Meetings between the Authority/Ernst & Young LLP as and when required at a location to be advised by the Authority
8. Provide advice and support in preparation for the completion of second-hand commercial vessel purchases
9. Provide advice and support on the day of completion of second-hand commercial vessel purchases
10. Provide specialist external procurement and supply chain expertise in relation to the commercial shipping industry and BIMCO contract terms.
11. Use of Ernst & Young LLP offices/facilities for meetings as required; and
12. To provide general advice and support as and when required.

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:

██

Call-off charges

██

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)

Reimbursable expenses

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

Payment method

13. Payment for Call-Off Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause
14. the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool. b. Where the Contractor submits an invoice to the Authority in accordance with this clause, the Authority will consider and verify that invoice in a timely fashion.
15. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
16. Where the Authority fails to comply with clause b of Payment Method and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause c of Payment Method after a reasonable time has passed.
17. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
18. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Supplier's authorised representative

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Supplier's contract manager

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Progress report frequency

Not Applicable

Progress meeting frequency

Not Applicable

Key staff

[REDACTED]

Key subcontractor(s)

Not Applicable

Commercially sensitive information

Not Applicable

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

For and on behalf of the Supplier:

Signature:



For and on behalf of the Buyer:

