

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

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

Order Form

CALL-OFF REFERENCE:	CR_2941
THE BUYER:	Government Partnerships Unit
BUYER ADDRESS	Old Admiralty Building
London	
SW1A 2AY	
THE SUPPLIER:	Dentons UK & Middle East LLP
SUPPLIER ADDRESS:	One Fleet Place
London	
EC4M 7WS	
REGISTRATION NUMBER:	OC322045
DUNS NUMBER:	779522056
SID4GOV ID:	Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 16/06/2023.

It is issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

CALL-OFF LOT(S):
Lot 1 – General Legal Advice and Services

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

Crown Copyright 2018

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 including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6179
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for Project 2720
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call- Off Schedule 9 (Security)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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

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 START DATE: 16/06/2023

CALL-OFF EXPIRY DATE: 28/07/2023

CALL-OFF INITIAL PERIOD: 6 weeks

CALL-OFF DELIVERABLES

Call-Off Schedule 20 (Call-Off Specification)

MANAGEMENT OF CONFLICT OF INTEREST

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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

Crown Copyright 2018

Not applicable

CONFIDENTIALITY

Standard client confidentiality. Clause 9 IPR

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, and as amended by the Framework Special Terms.

CALL-OFF CHARGES

The total Charges for this Call Off Contract are capped at a maximum of:

- [REDACTED] for South African Advice
- [REDACTED] for UK advice (project coordination and potentially guidance on risk advice)
- With an additional [REDACTED] on top for follow up questions and additional services.

VOLUME DISCOUNTS

Where the Supplier provides Volume Discounts, the applicable percentage discount (set out in Table 2 of Annex 1 of Framework Schedule 3 (Framework Prices)) shall automatically be applied by the Supplier to all Charges it invoices regarding the Deliverables on and from the date and time when the applicable Volume Discount threshold is met and in accordance with Paragraphs 8, 9 and 10 of Framework Schedule 3.

REIMBURSABLE EXPENSES

Not payable

DISBURSEMENTS

Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.

PAYMENT METHOD

Invoice

STERLING £ CLIENT ACCOUNT BANK	
BANK BRANCH/ADDRESS	
ACCOUNT NAME	
SORT CODE	
ACCOUNT NUMBER	
SWIFT/BIC	
IBAN	
REFERENCE	

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

BUYER’S INVOICING ADDRESS:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

BUYER’S AUTHORISED REPRESENTATIVE

[Redacted]
[Redacted]
[Redacted]
[Redacted]

BUYER’S ENVIRONMENTAL POLICY
Not applicable

BUYER’S SECURITY POLICY
Please see Call- Off Schedule 9 (Security)

BUYER’S ICT POLICY
Not applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

SUPPLIER’S CONTRACT MANAGER

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

PROGRESS REPORT
Not applicable

PROGRESS REPORT FREQUENCY

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

Not applicable

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY
Not applicable

KEY STAFF

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[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
As per the Framework Agreement

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

Crown Copyright 2018

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<small>DocuSigned by:</small> [Redacted]	Signature:	<small>DocuSigned by:</small> [Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted] [Redacted]
Date:	16/6/2023	Date:	16/6/2023

Call-Off Schedule 20 (Call-Off Specification)

Legal Services in relation to procurement law and off-balance sheet financing in South Africa

Please note: Tenderers should treat all information included within this Specification of Requirements in strict confidence.

The Buyer, the Department for Business and Trade (DBT), is working with industry to understand opportunities in the Republic of South Africa (RSA). The Department is interested in understanding the procurement approaches open to the Government of South Africa for public projects.

The purpose of this specification is to set out the scope of the Services that the Supplier shall provide. All capitalised terms used in this Specification of Requirements shall have the meaning given to them in the Contract.

1. Requirement

The Department for Business and Trade (DBT) requires external legal advice on two issues (1) Procurement Law and (2) Legal implications and options for off-balance sheet financing in South Africa.

Within 2 weeks written advice to the questions detailed below. The team will provide more detail of this commission in an introductory call

Further follow up queries, at the discretion of the Buyer, will be charged through hourly rates and with timeframes to be agreed with the Supplier.

Questions:

Procurement

- What are the different options for expedited public procurement when contracting with the South African government at a national level, as a foreign company/consortium? On what basis / to what thresholds?

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

Crown Copyright 2018

- i. Within the legislation reviewed under a., is there any specific provision for, or reference to, government-to-government or state-level agreements as part of a public procurement, and if so, what is their legal effect?
 - ii. Alongside this, could we receive a high-level summary of competitive and direct award options and their implied time frames (1-3 pages – possibility to respond in a table format)?
- b. Are all levels of the Government of South Africa (national, provincial, municipal) able to undertake all procurement routes identified in a.ii?

Financing

- c. Off-balance sheet financing: Is there any legislation (primary or secondary), regulation or common law that would prohibit municipal level govts in South Africa from carrying out off-balance sheet financing?

2. Commissioning and acceptance process

2.1 The commissioning and acceptance process for follow up Commissions under this Agreement will be as follows:

- a) The Buyer will send a Commission in the form of commissioning template in Annex 1 (the “Commissioning Template”) to the supplier’s single point of contact (SPOC)
- b) The SPOC should confirm receipt of the Commission within 1 working hour. The Supplier should revert back with estimated costings within 24 hours. Expected working hours are 9am-5.30pm (GMT), but are subject to change.
- c) The Buyer will review the Supplier’s response to the Commission, and subject to the Buyer’s approval, sign the Commissioning Template to approve the estimated cost and return this to the Supplier within 24 hours of receipt of the estimated costings.
- d) Supplier commences work on the Commission.
- e) Supplier provides the Buyer with the outputs required within the timescales specified in the Commissioning Template along with completing the second part of the Commissioning Template providing a breakdown of the actual time and costs to deliver the Commission. Any variance from the estimated cost should be described and any increase in costs agreed with the Buyer in advance in accordance with (h) below.
- f) The Buyer will notify the Supplier SPOC of any concerns on quality or completeness of advice or cost. If there are no disputes between the Buyer and the Supplier, payment will be made within 30 days of receipt of invoice.
- g) Supplier invoices monthly in arrears for all completed Commissions. The Buyer will pay invoices within 30 days of receipt of an undisputed invoice.
- h) There is an expectation that cost estimates provided by the Supplier will be as accurate as possible and cost estimates provided by the Supplier will be treated as a Capped Price. If the Supplier becomes aware during the course of delivering the Commission that significant additional costs will be required (e.g., increasing the number of personnel working on the Commission, junior personnel being replaced by senior personnel or a substantial increase in the hours/days required to deliver the

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

Crown Copyright 2018

Commission) which may exceed this Capped Price they will notify the Buyer immediately by resubmitting the Commissioning Template and seek re-approval for the increase in cost before it is incurred. The Supplier will be liable for any costs that exceed the Capped Price that have not been pre-agreed with the Buyer.

- 2.2 A diagram detailing the commissioning and acceptance process can be found in Annex 1 of this Specification.
- 2.3 The Buyer will notify the Supplier SPOC of any concerns on quality or completeness of advice. Disputes between the Buyer and the Supplier will be handled on a case-by-case basis, but examples include:
- if the quality of advice received is below the Buyer's expectation e.g., missing information/unclearly presented then the Buyer will liaise with the Supplier in order to rectify (time permitting)
 - if final costs, and explanation of variance, are disputed the Buyer will liaise with the Supplier to agree final costs for payment.
- 2.4 Cost and quality of responses will be monitored as part of the contract performance management process in line with Call Off Schedule 14 (Service Levels) of the terms and conditions.

3. Required expertise

- 3.1 The Supplier should be able to provide advice from lawyers of appropriate level who hold a practising certificate in England and Wales or an equivalent practising certificate from the jurisdiction in which they are based.
- 3.2 The Supplier must have experience in the following areas:
- I. Advising on South Africa's Public Procurement regime

3.3

4. Length and value of contract

- 4.1 The Supplier will be expected to have the capacity and availability to answer questions as soon as the Contract is awarded. The Buyer will provide the successful firm with advance warning of the procedural timetable once confirmed.
- 4.2 The Contract will be awarded for 6 weeks, The original commission value shall be capped at [REDACTED] for South African advice and [REDACTED] for UK advice (project coordination and potentially guidance on risk advice).
- 4.3 The Supplier will provide a full breakdown of costs invoiced to the Buyer.
- 4.4 Follow up questions posed will be charged at the Supplier's appropriate tendered rates. The rate applied will be as per Call-Off Schedule 5 Pricing Details. The Supplier will be required to provide estimated costs as per the commissioning process outlined in Section 2 above. The maximum cost for this work will be [REDACTED]

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

Crown Copyright 2018

5 Security and conflicts of interest

5.1 The Buyer requires the Supplier, their affiliated firms and / or any sub-contractors to take security very seriously to ensure the protection of the Buyer's assets throughout the duration of the contract, to safeguard the Buyer's assets from any unauthorised access, loss or disclosure of all sensitive information handled. Tenderers must ensure they safeguard UK sensitive information and advice. In particular, addressing security with any affiliated firm or sub-contractors working on this project including secure transfers, teleconferences, file storage and more.

5.2 The Buyer may require the Supplier to carry out tasks involving information classified by the Government as 'Sensitive'. The Supplier must implement measures as agreed with the Buyer in order to ensure that information is safeguarded in accordance with the applicable HMG Standards and the Buyer's policy & procedures.

Access to OFFICIAL information with the OFFICIAL-SENSITIVE or above must be confined to individuals on a "need-to-know" basis and whose access is essential for the purpose of their duties in performance of the Contract only. For further information on security classification of information, see the relevant pages on GOV.UK <https://www.gov.uk/government/publications/government-security-classifications>.

5.3

5.4 The Supplier will be responsible for ensuring that any affiliated firms or sub-contractors are appropriately managed to the satisfaction of the Buyer. Where the Buyer is not satisfied that the Sub-Contractor is being appropriately managed by the Supplier, and it is the Buyer's view that a Conflict of Interest is present, the Buyer shall request the termination of the sub-contract in question in accordance with clause 10.7 of the RM6183 Core terms.

5.5 For the avoidance of doubt, discussion of this Contract, and the Services provided under it with officials of any other government or international organisation would be a material Default of clause 15 (Confidentiality) of the Contract, and the Buyer may terminate the Contract in accordance with clause 10.4.1 of the Core Terms.

5.6

6

7 Indicative timescales

7.1 The Buyer expects external legal advice to be available as soon as the contract is awarded.

7.2 The Buyer expects the advice to be commissioned through a SPOC, by email, with a chance to clarify questions and discuss what is feasible in the time available by phone or email. The Supplier will be required to nominate a SPOC within their firm who will be

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

Crown Copyright 2018

responsible for dispersing information to the relevant team members with the necessary expertise.

Annex 1 – Commissioning template and flow chart of commissioning and acceptance process

Commissioning template

Part 1: Commissioning		
Brief	<i>Outline of the brief being commissioned, referring to additional appendices if required</i>	
Commission submitted	<i>HH:MM DD/MM/YYYY</i>	
Advice needed by	<i>HH:MM DD/MM/YYYY</i>	
Notice period for cancellation	[To be defined for each Commission]	
Estimated personnel costs (add additional rows where necessary)		
Name and role of personnel <i>e.g. Joe Bloggs, Partner</i>	Estimated time required <i>(days/hours) and rate to be applied (hourly/daily/)</i>	Estimated cost
		£XX.XX
		£XX.XX
		£XX.XX
Total estimated cost		£XX.XX
Supplier comments on the Commission	<i>Any comments on the Commission or explanation regarding the choice of personnel to deliver the brief.</i>	
Commission accepted by authorised Supplier approver		<i>Sign, date and time</i>
Estimated costs accepted by authorised Customer approver		<i>Sign, date and time</i>
Part 2: On Commission completion		
Advice submitted	<i>HH:MM DD/MM/YYYY</i>	

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

Crown Copyright 2018

Actual personnel costs (add additional rows where necessary)		
Name and role of personnel e.g. Joe Bloggs, Partner	Actual time spent on brief (days/hours) and rate applied (hour/day)	Actual cost
		£XX.XX
		£XX.XX
		£XX.XX
Total actual cost		£XX.XX
Explanation of variance from estimated cost	<i>Brief overview of any variance from estimated cost e.g. additional staff being required, hourly rate being applied rather than daily rate as work was completed in less time etc.</i>	
Part 3: Confirmation of acceptance		
Advice received on time	Yes/No	
Advice of required quality	Yes/No <i>[include comments where appropriate]</i>	
DBT acceptance of Commission	<i>Sign, date and time</i>	