

Order Form

CALL-OFF REFERENCE:	CCTS22A36
THE BUYER:	Cabinet Office
BUYER ADDRESS Information	Redacted under FOIA section 40, Personal Information
THE SUPPLIER:	Dentons UK and Middle East LLP
SUPPLIER ADDRESS: Information	Redacted under FOIA section 40, Personal Information
REGISTRATION NUMBER:	OC322045
DUNS NUMBER:	779522056
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31/01/2023. It's issued under the Framework Contract with the reference number RM6179 Legal Services Panel, for the provision of legal advice and services.

CALL-OFF LOT(S):
Lot 2 – Finance and Complex Legal Services

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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for CCST22A36
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - 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 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - 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
7. 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.

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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

The following Special Terms are incorporated into this Call-Off Contract: None

CALL-OFF START DATE: **24/02/2023**

CALL-OFF EXPIRY DATE: **23/02/2024**

CALL-OFF INITIAL PERIOD: 1 Year

CALL-OFF OPTIONAL EXTENSION PERIOD

Options to extend the Contract for a further 3 periods of 1 year (1 year + 1 year + 1 year).

CALL-OFF DELIVERABLES

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

The Buyer is entitled to 2 hours of free initial consultation and legal advice with each Order in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£133,130.00 (excluding VAT)**.

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 and 5 in Framework Schedule 3 (Framework Prices).

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

None

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DISBURSEMENTS

Not Payable

PAYMENT METHOD

Standard Purchase order and Invoices. Invoices are to be issued on delivery of each of the key milestones. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

BUYER'S INVOICING ADDRESS:

Invoices should be submitted to: Redacted under FOIA section 40, Personal Information

BUYER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

Not Used.

BUYER'S SECURITY POLICY

As per Call Off Schedule 20 (Call Off Specification) and Call off Schedule 9 (Security).

The Supplier will provide the Security Management Plan within twenty (20) Working Days after the Start Date and in accordance with 4.3 of Call Off Schedule 9 (Security).

BUYER'S ICT POLICY

To be provided (if available) by the Buyer following Contract Award

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

Redacted under FOIA section 40, Personal Information

PROGRESS REPORT

As per Call Off Schedule 20 (Call Off Specification), progress reports to be delivered by email to GREAT HQ Brand Team

PROGRESS REPORT FREQUENCY

Monthly

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

As agreed between the parties following Contract Award.

KEY STAFF

Redacted under FOIA section 40, Personal Information

KEY SUBCONTRACTOR(S)

Redacted under FOIA section 40, Personal Information

COMMERCIALLY SENSITIVE INFORMATION

The Suppliers Tender Submission and Pricing Information are deemed commercially sensitive.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Insurance requirements are specified in Joint Schedule 3 (Insurance).

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 under FOIA section 40, Personal Information	Signature:	Redacted under FOIA section 40, Personal Information
Name:	Redacted under FOIA section 40, Personal Information	Name:	Redacted under FOIA section 40, Personal Information
Role:	Redacted under FOIA section 40, Personal Information	Role:	Redacted under FOIA section 40, Personal Information
Date:	20 February 2023	Date:	22/02/2023