**RM3816 Call Off Contract Order Form**

**PART 1 – CALL OFF ORDER FORM**

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Estates Professional Services RM3816 dated 25/07/2017.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

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| **Customer User Agreement Reference Number** | CCZ120A26  REDACTED FOIA Section 43, Commercial Interests |
| **Order Number** | TBC |
| **From** | **Defence Infrastructure Organisation (DIO)** ("**CUSTOMER**")  REDACTED FOIA Section 40, Personal Information |
| **From** | REDACTED FOIA Section 40, Personal Information  ("**CUSTOMER REPRESENTATIVE**") |
| **To** | **Lambert Smith Hampton Group Limited** ("**SUPPLIER**")  REDACTED FOIA Section 40, Personal Information |
| **To** | REDACTED FOIA Section 40, Personal Information  ("**SUPPLIER** **REPRESENTATIVE**") |

**SECTION B**

**call off contract period**

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|  | **Commencement Date**: 4 August 2021 |
|  | **Expiry Date**:  End date of Initial Period - 3 August 2023  End date of Extension Period - 3 August 2024  REDACTED FOIA Section 43, Commercial Interests |

**Services**

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| **2.1.** | **Services required**:  As detailed in Call Off Schedule 2 (Services) |

**Implementation Plan**

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| **3.1.** | **Implementation Plan**:  N/A |

**contract performance**

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| **4.1.** | **Standards**:  As detailed in DIO Statement of Requirement (SoR), at Call Off Schedule 2 (Services) |
| **4.2** | **Service Levels/Service Credits**:  N/A  **Customer periodic reviews of Service Levels** (Clause 13.7.1 of the Call Off Terms):  N/A |
| **4.3** | **Critical Service Level Failure**:  REDACTED FOIA Section 43, Commercial Interests. |
| **4.4** | **Performance Monitoring:**  REDACTED FOIA Section 43, Commercial Interests |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 38.2.1(a) of the Call Off Terms |

**personnel**

|  |  |
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| **5.1** | **Key Personnel**:  REDACTED FOIA Section 40, Personal Information |
| **5.2** | **Relevant Convictions** (Clause 27.2 of the Call Off Terms):  REDACTED FOIA Section 40, Personal Information |

**PAYMENT**

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  REDACTED FOIA Section 43, Commercial Interests) |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  REDACTED FOIA Section 43, Commercial Interests |
| **6.3** | **Reimbursable Expenses**:  REDACTED FOIA Section 43, Commercial Interests |
| **6.4** | **Customer billing address** (paragraph 8.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  REDACTED FOIA Section 43, Commercial Interests |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  REDACTED FOIA Section 43, Commercial Interests |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges**  N/A |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges** (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not Permitted |

**LIABILITY and insurance**

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  REDACTED FOIA Section 43, Commercial Interests |
| **7.2** | **Supplier’s limitation of Liability** (Clause 36.2.1 of the Call Off Terms);  In Clause 36.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 37.3 of the Call Off Terms):  **Professional indemnity insurance** |

**TERMINATION and exit**

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| **8.1** | **Termination on material Default** (Clause 41.2.1(c) of the Call Off Terms)):  In Clause 41.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 41.7.1 of the Call Off Terms):  As per Clause 41.7.1 of the Call Off Terms |
| **8.3** | **Undisputed Sums Limit**:  In Clause 42.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  Not applied |

**supplier information**

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  TBC |
| **9.2** | **Commercially Sensitive Information**:  REDACTED FOIA Section 43, Commercial Interests |

**OTHER CALL OFF REQUIREMENTS**

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  REDACTED FOIA Section 43, Commercial Interests |
| **10.4** | **Accessibility Policy**  Not applied |
| **10.5** | **Equality and Diversity Policy**  Not applied |
| **10.6** | **ICT Policy:**  REDACTED FOIA Section 43, Commercial Interests |
| **10.7** | **Testing**:  Not applied |
| **10.8** | **Business Continuity & Disaster Recovery**:  Not applied |
| **10.9** | **Failure of Supplier Equipment (Clause 32.8 of the call off Terms:**  Not applied |
| **10.10** | **Protection of Customer Data** (Clause 34.2.3 of the Call Off Terms):  As detailed the SAL |
| **10.11** | **Notices** (Clause 55.6 of the Call Off Terms):  Customer’s postal address and email address:  REDACTED FOIA Section 40, Personal Information |
| **10.12** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.13** | **Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):**  REDACTED FOIA Section 43, Commercial Interests |
| **10.14** | **Call Off Tender**:  In Schedule 15 (Call Off Tender) |
| **10.15** | **Customer’s Social Value priorities**  As per the DIO sustainability strategy and social value – to deliver a sustainability appraisal, net zero assessment and response to a CIRAM. |

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms 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.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

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| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title | REDACTED FOIA Section 40, Personal Information |
| Signature | REDACTED FOIA Section 40, Personal Information |
| Date | 18th August 2021 |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED FOIA Section 40, Personal Information |
| Signature | REDACTED FOIA Section 40, Personal Information |
| Date | 18th August 2021 |