

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

Call-Off Reference: prj_1245

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

Order Form

CALL-OFF REFERENCE:	prj_1245
THE BUYER:	Department for Business, Energy & Industrial Strategy
BUYER ADDRESS:	1 Victoria St, London, SW1H 0ET
THE SUPPLIER:	Burges Salmon LLP
SUPPLIER ADDRESS:	One, Glass Wharf, Bristol, BS2 0ZX, England
REGISTRATION NUMBER:	LLP number OC307212
DUNS NUMBER:	738152433

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22nd December 2023.

It's 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

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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

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- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors) – **Not Used**
 - Joint Schedule 7 (Financial Difficulties) – **Not Used**
 - Joint Schedule 8 (Guarantee) – **Not Used**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility) – **Not Used**

- Call-Off Schedules for RM6179

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- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)- **Not Used**
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details) - **Not Used**
 - Call-Off Schedule 6 (ICT Services) – **Not Used**
 - Call-Off Schedule 7 (Key Supplier Staff)

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- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - **Not Used**
- Call-Off Schedule 9 (Security) – **Not Used**
- Call-Off Schedule 10 (Exit Management) – **Not Used**
- Call-Off Schedule 11 (Installation Works) – **Not Used**
- Call-Off Schedule 12 (Clustering) – **Not Used**
- Call-Off Schedule 13 (Implementation Plan and Testing) – **Not Used**
- Call-Off Schedule 14 (Service Levels) – **Not Used**
- Call-Off Schedule 15 (Call-Off Contract Management) – **Not Used**
- Call-Off Schedule 16 (Benchmarking) – **Not Used**
- Call-Off Schedule 17 (MOD Terms) – **Not Used**
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 19 (Scottish Law) - **Not Used**
- Call-Off Schedule 20 (Call-Off Specification) – **Not Used**
- Call-off Schedule 21 (Northern Ireland Law) - **Not Used**
- Call-Off Schedule 23 (HMRC Terms) – **Not Used**
- Call-Off Schedule 24 (Special Schedule)
- Call-Off Schedule 25 (Secondment Agreement Template) – **Not Used**

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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 – **Not Used**

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:

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CALL-OFF START DATE: **To be Inserted prior to**

CALL-OFF EXPIRY DATE: **31 March 2023**
OR On completion of the Deliverables

CALL-OFF INITIAL PERIOD: **N/A**

CALL-OFF OPTIONAL EXTENSION PERIOD: **1 month**

CALL-OFF DELIVERABLES

[Redacted]

The legal support required by the Heat Networks team is summarised in the following deliverables and timescales:

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

	(b) (6)	[REDACTED]
(b) (7)(C)	(b) (6)	[REDACTED]
(b) (7)(C)	(b) (6)	[REDACTED]
(b) (7)(C)	(b) (6)	[REDACTED]
(b) (7)(C)	(b) (6)	[REDACTED]

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[Redacted]

MANAGEMENT OF CONFLICT OF INTEREST
N/A.

CONFIDENTIALITY
NOT USED

IPR
[Redacted]

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 is [Redacted] excluding VAT.

CALL-OFF CHARGES

A contract value of [Redacted] exclusive of VAT is agreed with the Supplier for deliverables between INSERT START DATE- 31 March 2023. The Buyer has estimated costs charged at the following hourly rates on a call off basis:

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

These rates have been used to calculate the following estimated charges per deliverable:

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The Supplier will be paid monthly in arrears for completed deliverables. The Supplier shall only be entitled to invoice for a deliverable payment once the Supplier has received the Satisfaction Certificate in respect of that Deliverable (see Appendix 1 – Satisfaction Certificate). Following receipt of the Satisfaction Certificate the Supplier shall be entitled to submit its invoice for payment of the Deliverable Payment.

Invoices shall be submitted by the Supplier on the last working day of each month and shall be supported by a statement by the Supplier including:

- The value of each Deliverable Payment
- A Satisfaction Certificate in respect to the achievement of each Deliverable included in the invoice
- Details of any VAT or other sales tax payable in respect to the Deliverable Payment

The Buyer reserves the right to increase the Contract Value by up to an additional 50% of the Original Contract Value, subject to internal approvals being gained.

REIMBURSABLE EXPENSES

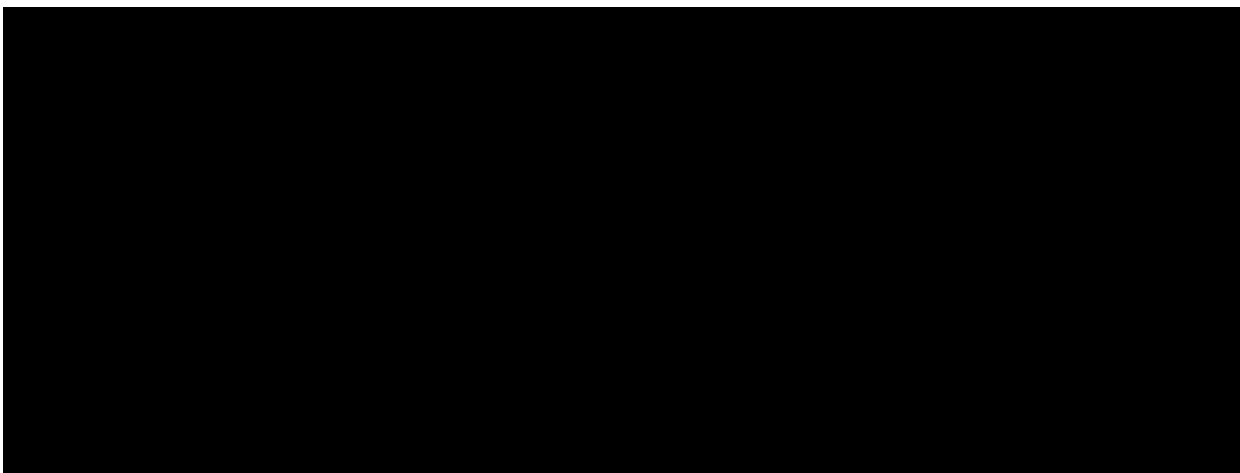
None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

N/A



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[REDACTED]

1 Victoria St, London, SW1H 0ET

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Head of HNDU Finance and Investment

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

BEIS Environmental Policy is available online at:

<https://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy/about/our-energy-use>

BUYER'S SECURITY POLICY

HMG Security Policy Framework, Version 1.3 – December 2022, available online at:

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Partner

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Director

[REDACTED]

PROGRESS REPORT

N/A

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Progress meetings will be required as referenced within the Deliverables. The Supplier shall also be available for additional progress meetings if required, which will be conducted remotely.

KEY STAFF

[REDACTED]

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Director

[Redacted Signature]

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

[Redacted Content]

N/A

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

SOCIAL VALUE COMMITMENT

N/A

For and on behalf of the Supplier

For and on behalf of the Buyer

