

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

Order Form

CALL-OFF REFERENCE:	ORR/CT/23-41
THE BUYER:	Office of Rail and Road
BUYER ADDRESS	25 Cabot Square, London E14 4QZ
THE SUPPLIER:	DAC Beachcroft LLP
SUPPLIER ADDRESS:	25 Walbrook, London EC4N 8AF
REGISTRATION NUMBER:	OC317852
DUNS NUMBER:	349144563

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **30 October 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

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 ORR/CT/23-41
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - [Call-Off Schedule 7 (Key Supplier Staff)
 - [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

The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: 30 October 2023

CALL-OFF EXPIRY DATE: 11 December 2023

CALL-OFF INITIAL PERIOD: 6 weeks

CALL-OFF OPTIONAL EXTENSION PERIOD: 6 weeks

CALL-OFF DELIVERABLES

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).

Option A:

See Call Off Schedule 20 (Call-Off Specification) for details of deliverables.

MANAGEMENT OF CONFLICT OF INTEREST

No legal conflicts have been identified. There is a potential for a commercial conflict to arise and this shall be mitigated as per the advice the supplier provided under their email from [REDACTED] dated 18 October 2023 (3:42PM).

CONFIDENTIALITY

No additional measures required beyond clause 15 of the Core Terms and the suppliers own confidentiality measures as described in [REDACTED] email to ORR [REDACTED] dated 19/10/2023 at 16:50hrs.

IPR

As per Clause 9 (IPRs)

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 The supplier is to provide an estimate of charges using the agreed rates below within 1 (one) week of contract award. This estimate is to be updated on a weekly basis.

CALL-OFF CHARGES

The following hourly rates shall apply:

[REDACTED]
[REDACTED]

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

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

Not applicable

SECONDMENT CHARGE

Not applicable

PAYMENT METHOD

Payments shall be monthly in arrears, using agreed timesheets. Payment shall be via BACS.

BUYER'S INVOICING ADDRESS:

[REDACTED]

[REDACTED]

25 Cabot Square, London E14 4QZ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

25 Cabot Square, London E14 4QZ

BUYER'S ENVIRONMENTAL POLICY

Not used

BUYER'S SECURITY POLICY

Not used

BUYER'S ICT POLICY

Not used

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

PROGRESS REPORT

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Weekly update meetings to present contactors interpretation to ORR and for ORR to provide feedback. HS1 will join the meetings to provide assistance.

PROGRESS REPORT FREQUENCY

See above.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

See above

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

25 Walbrook, London EC4N 8AF

[REDACTED]

[REDACTED]

[REDACTED]

25 Walbrook, London EC4N 8AF

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Set out in Joint Schedule 4

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

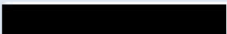
GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Client Relationship Partner	Role:	Procurement Officer
Date:	08 November 2023	Date:	08/11/23