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

**Order Form**

CALL-OFF REFERENCE: **708899462**

THE BUYER: DIO Ministry of Defence

BUYER ADDRESS Defence Infrastructure Organisation

***Redacted***

THE SUPPLIER: ***Redacted***

SUPPLIER ADDRESS: ***Redacted***

REGISTRATION NUMBER: ***Redacted***

DUNS NUMBER: ***Redacted***

SID4GOV ID: ***Redacted***

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and 09/08/2023.

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)
  + Joint Schedule 12 (Supply Chain Visibility)

* Call-Off Schedules for **708899462**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + [Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + [Call-Off Schedule 12 (Clustering)
  + [Call-Off Schedule 17 (MOD Terms)
  + Call-Off Schedule 24 (Special Schedule)

1. CCS Core Terms (version 3.0.11)
2. 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: [On signature of both parties]

CALL-OFF EXPIRY DATE: [On completion of the Deliverables]

CALL-OFF INITIAL PERIOD: [16 months]

WORKING DAY

7 hours 24 minutes per day

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).

Deliverables:

External Legal support is required to provide legal advice and agree the legal documentation - an Agreement for Lease and Leases - in relation to Navy’s requirement to lease of a total of 318 beds for Single living Accommodation.

The Navy have identified 3rd party owned accommodation for use as a temporary Single Living Accommodation. Navy are looking to take a 10 year lease term of the on premises. It’s currently agreed that ***Redacted*** will be let on an IRI Basis with the ***Redacted*** site being on an essentially FRI Basis. MoD will pay a service charge to cover the ongoing maintenance of the buildings and to ensure that there are no dilapidations at the end of the lease term. The current version of the Heads of Terms are attached but they have not yet been signed by MoD.

Lease commencement is unlikely to be before 1st September 2024, but Agreement for Lease will need to be entered into quickly. The Landlord has produced an initial draft of the Agreement for Lease and is pushing for all documentation to be completed by October 2023.

MANAGEMENT OF CONFLICT OF INTEREST

CONFIDENTIALITY

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£54K**

CALL-OFF CHARGES

[Option A: **Insert** the Charges for the Deliverables, including pricing mechanism and unit on an:

* (a) Hourly Rate; or (b) Fixed Price;.
* Insert if a Legal Project Manager is being used and the rate applicable.

[If the Supplier has provided an Estimate of Charges for the Deliverables and these are to be provided using Hourly Rates, this should be set out in the CCS Response, together with the assumptions (if any) which apply to the estimate.]]

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

SECONDMENT CHARGE

PAYMENT METHOD

Via CP&F

BUYER’S INVOICING ADDRESS:

Via CP&F

BUYER’S AUTHORISED REPRESENTATIVE

***Redacted***

BUYER’S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual>

BUYER’S SECURITY POLICY

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

BUYER’S ICT POLICY

N/A

SUPPLIER’S AUTHORISED REPRESENTATIVE

***Redacted***

SUPPLIER’S CONTRACT MANAGER

***Redacted***

PROGRESS REPORT

See Call-Off Schedule 20

PROGRESS REPORT FREQUENCY

See Call-Off Schedule 20

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

See Call-Off Schedule 20

KEY STAFF

[Not Applicable]

KEY SUBCONTRACTOR(S)

[Not Applicable]

COMMERCIALLY SENSITIVE INFORMATION

[Not Applicable]

SERVICE CREDITS

[Not Applicable]

ADDITIONAL INSURANCES

[Not Applicable]

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*** | Signature: | ***Redacted*** |
| Name: | ***Redacted*** | Name: | ***Redacted*** |
| Role: | ***Redacted*** | Role: | ***Redacted*** |
| Date: | 16 Aug 2023 | Date: | 04/09/23 |