

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

Order Form

CALL-OFF REFERENCE:	Con_3674
THE BUYER:	Department for Business, Energy and Industrial Strategy
BUYER ADDRESS	1 Victoria Street, London, SW1H 0ET
THE SUPPLIER:	Dentons UK and Middle East LLP
SUPPLIER ADDRESS:	1, Fleet Place, London, EC4M 7WS
REGISTRATION NUMBER:	OC322045
DUNS NUMBER:	779522056

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 6th March 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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for Con_3674
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - 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.

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: 1st March 2023

CALL-OFF EXPIRY DATE: 30th September 2024

CALL-OFF INITIAL PERIOD: 1 year and 7 months

CALL-OFF VALUE: £2,523,120 (excluding VAT)

CALL-OFF DELIVERABLES

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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).

See details in Call-Off Schedule 20 (Call-Off 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 are £1,750,000.

CALL-OFF CHARGES

The Charges for the Deliverables will be based on a combination of Hourly Rates with a contract Capped Price (which is the current Call-off Value). In the event the Capped Price is reached, Dentons will not be required to carry out further work or incur further disbursements. The Capped Price can be extended by mutual agreement between the Buyer and the Supplier.

The Hourly Rates are as follows:

Paralegal: £ [REDACTED]

Legal Project Manager: £ [REDACTED]

NQ/Junior Solicitor: £ [REDACTED]

Solicitor: £ [REDACTED]

Senior Solicitor: £ [REDACTED]

Legal Director/Counsel: £ [REDACTED]

Partner: £ [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, except for the fees of the Panels, the Reviewer and any other evaluator, providing such individuals have been approved by the Buyer. These disbursements will form part of the Capped Price.

ADDITIONAL TRAINING CHARGE

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None

SECONDMENT CHARGE

None

PAYMENT METHOD

Payments will be linked to delivery of key milestones. BEIS aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt, via BACS and within 30 days at the latest in line with standard terms and conditions of contract.

BUYER'S INVOICING ADDRESS:

1 Victoria Street, Westminster, London, SW1H 0ET

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Deputy Director, Business Resilience

[REDACTED]

1 Victoria Street, London, SW1H 0ET

BUYER'S ENVIRONMENTAL POLICY

Available upon request.

BUYER'S SECURITY POLICY

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

BUYER'S ICT POLICY

Available upon request.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Lead Partner

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

HMG Account Manager

[REDACTED]

KEY STAFF

[REDACTED]

Lead Partner

[REDACTED]

[REDACTED]

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Senior Associate
[REDACTED]

[REDACTED]

Senior Associate
[REDACTED]

[REDACTED]

Legal Project Manager
[REDACTED]**KEY SUBCONTRACTOR(S)**

Subcontractors will be identified by Dentons and agreed with BEIS during the contract.

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:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Signature Area

Organisation Name:
Department for Business, Energy & Industrial
Strategy

Role/Title:

████

Name:

██████████

Signature:

██

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Organisation Name:
DENTONS UK AND MIDDLE EAST
LLP

Role/Title:

████

Name:

██████████

Signature:

██

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