

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

Order Form

CALL-OFF REFERENCE: 709069451

THE BUYER: Ministry of Defence

BUYER ADDRESS Spruce 3B #1301, Abbey Wood Bristol BS34 8JH

THE SUPPLIER: Keoghs LLP

SUPPLIER ADDRESS: 5th Floor, 20 Gracechurch Street
London
EC3V 0BG

REGISTRATION NUMBER: OC321124

DUNS NUMBER: 516026031

SID4GOV ID: 213461

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25 November 2024.

It's issued under the Framework Contract with the reference number RM6240 for the provision of Public Sector Legal Services.

CALL-OFF LOT(S):

RM6240- Lot 2a

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 includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Call-Off Schedule 17 (MOD Terms)
3. DEFCON 501 included in Schedule 17 is being used in lieu of Joint Schedule 1 (Definitions and Interpretation) RM6240

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

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4. Framework Special Terms however, where terms within Call Off Schedule 17 (MOD Terms) conflict with Framework Special Terms, the terms within Call Off Schedule 17 (MOD Terms) take precedent.
5. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6240
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedules for RM6240
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing)
 - Call-Off Schedule 8 (BCDR)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 20 (Call-Off Specification)
6. CCS Core Terms (version 3.0.11) however, where terms within Call Off Schedule 17 (MOD Terms) conflict with CCS Core Terms, the terms within Call Off Schedule 17 (MOD Terms) take precedent.
7. Joint Schedule 5 (Corporate Social Responsibility) RM6240

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:

If the terms within Call Off Schedule 17 (MOD Terms) conflict with Framework Special Terms, the terms within Call Off Schedule 17 (MOD Terms) take precedent.

CALL-OFF START DATE: 02 December 2024

CALL-OFF EXPIRY DATE: 4 September 2028

CALL-OFF INITIAL PERIOD: 3 years and 9 months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification).

As detailed in Clause 1.1 of Annex 2 to Call Off Schedule 17 (MOD Terms), the quantities referred to in the Pricing Evaluation are estimated quantities as the actual demand quantities are unknown. Therefore, the Supplier's obligation to provide 2 hours of free consultation and legal advice will apply to each new matter which arises under this Call-Off Order, as identified as such by the Buyer.

CONFLICT OF INTEREST (COI)

See Clause 2.1 in Call-Off Schedule 17 (MOD Terms).

CONFIDENTIALITY

DEFCON 531, DEFCON 660 (Official-Sensitive Security Requirements) and the Security Aspects Letter at Annex 4 to Call-Off Schedule 17 (MOD Terms) details the confidentiality aspects relating to this Call-Off Contract.

IPR

Core Terms Clause 9 and DEFCON 632 (Third Party Intellectual Property - Rights and Restrictions) details the IPR position relating to this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in the Limitation of Contractors Liability clauses at Annex 5 to Call-Off Schedule 17 (MOD Terms).

CALL-OFF CHARGES

The Call-Off Charges are detailed in Call-Off Schedule 5 (Pricing Details).

REIMBURSABLE EXPENSES

There are no Reimbursable Expenses.

DISBURSEMENTS

Verified disbursements are payable in accordance with DEFCON 534 Subcontracting and Prompt Payment.

PAYMENT METHOD

Payment will be made in accordance with paragraph 20 of Call-Off Schedule 20 (Call-Off Specification) using the MOD's Contracting, Purchasing and Finance (CP&F) tool.

BUYER'S INVOICE ADDRESS:

Redacted under FOIA Section 40, Personal Information

Senior Claims Officer Policy
Common Law Claims & Policy
MOD Main Building (Level 3, Zone I)
LONDON

BUYER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40, Personal Information

Senior Claims Officer Policy

Common Law Claims & Policy

MOD Main Building (Level 3, Zone I)

LONDON

BUYER'S SECURITY POLICY

MOD's security requirements are detailed in DEFCON 660 (Official-Sensitive Security Requirements), DEFCON 658 Cyber, the Security Aspects Letter at Annex 4 to Call-Off Schedule 17 (MOD Terms) and paragraphs 18 and 19 of Call-Off Schedule 20 (Call-Off Specification).

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

Redacted under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY

Progress Report frequency to be agreed on an individual basis.

PROGRESS MEETING FREQUENCY

Contract Review Meetings to be held Quarterly. Dates to be published in the Contract Management Plan following Contract Award.

KEY STAFF

Key Staff details will be included in the Contract management Plan following Contract Award.

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Commercially Sensitive Information is detailed in DEFFORM 539A.

ADDITIONAL INSURANCES

In accordance with Joint Schedule 3 (Insurance Requirements).

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 detailed in Annex 1 to this Schedule 6.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted under FOIA Section 40, Personal Information	Signature:	Redacted under FOIA Section 40, Personal Information
Name:	Redacted under FOIA Section 40, Personal Information	Name:	Redacted under FOIA Section 40, Personal Information
Role:		Role:	HO Commercial – Professional Services Lead
Date:		Date:	