Attachment 4 - Order Form

# CALL-OFF REFERENCE: CCFU21A01

THE BUYER: Devon and Somerset Fire and Rescue Authority

BUYER ADDRESS REDACTED

REDACTED

REDACTED

REDACTED

THE SUPPLIER: WFL (UK) Limited

SUPPLIER ADDRESS: REDACTED

REDACTED

REDACTED

REDACTED

# REGISTRATION NUMBER: 00594001

DUNS NUMBER: 216313445

SID4GOV ID: N/A

This Order Form is for the provision of the Call-Off Deliverables and dated 21/12/2021. It’s issued under the Framework Contract with the reference number RM6177 National Fuels (2) for the provision of Fuels and Associated Services.

# CALL-OFF LOT(S):

|  |  |
| --- | --- |
| L**ot Number** | **Lot Descriptor** |
| 2 | Diesel |
| 3 | Gas Oil A2 (Red Diesel) |
| 6 | Kerosene |

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.
2. Joint Schedule 1 (Definitions and Interpretation) RM6177 National Fuels (2)
3. The following Schedules in equal order of precedence:
   * Joint Schedules for RM6177 National Fuels (2)
     + Joint Schedule 2 (Variation Form)
     + Joint Schedule 3 (Insurance Requirements)
     + Joint Schedule 4 (Commercially Sensitive Information)
     + Joint Schedule 6 (Key Subcontractors)
     + Joint Schedule 7 (Financial Difficulties)
     + Joint Schedule 10 (Rectification Plan)
     + Joint Schedule 11 (Processing Data)
     + Joint Schedule 12 (Supply Chain Visibility)
   * Call-Off Schedules for Call-Off reference number AP/CORP/LCC/21/1073
     + Call-Off Schedule 1 (Transparency Reports)
     + Call-Off Schedule 3 (Continuous Improvement)
     + Call-Off Schedule 5 (Pricing Details)
     + Call-Off Schedule 7 (Key Supplier Staff)
     + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
     + Call-Off Schedule 9 (Security)
     + Call-Off Schedule 14 (Service Levels)
     + Call-Off Schedule 15 (Call-Off Contract Management)
     + Call-Off Schedule 16 (Benchmarking)
     + Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6177 National Fuels (2)
6. Call-Off Schedule 4 (Supplier Response) 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: CALL-OFF START DATE: 24/12/2021

# CALL-OFF EXPIRY DATE: 23/12/2023

CALL-OFF INITIAL PERIOD: 2 years CALL-OFF DELIVERABLES

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

For the purposes of the procurement see Attachment 3 – Site List/Price Matrix

# 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

£120,000

# CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

The Maximum Contract value (including all extension periods) is £240,000

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices) The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

# REIMBURSABLE EXPENSES

Not applicable.

# PAYMENT METHOD

REDACTED

# BUYER’S INVOICE ADDRESS:

See Attachment 3 – Site List/Price Matrix

# BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

# BUYER’S ENVIRONMENTAL POLICY

Available online at: https://beta.dsfire.gov.uk/about-us/environmental-strategy

BUYER’S SECURITY POLICY

N/A

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

# SUPPLIER’S CONTRACT MANAGER

REDACTED

REDACTED

# PROGRESS REPORT FREQUENCY

Monthly: On the first Working Day of each calendar month.

# PROGRESS MEETING FREQUENCY

Weekly during mobilisation, with a view to moving to quarterly: on the first Working Day of each quarter or as agreed between the parties. These meetings will also incorporate the Operational Board and members will initially be the Supplier's Contract Manager and the Buyer's Authorised Representative. Any further members of the Operational Board will agreed between the parties within the first four weeks of the Call-Off Start Date.

# KEY STAFF

REDACTED

REDACTED

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Call off Schedule 5 Supplier’s Commercially Sensitive Information

# SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels). The Service Credit Cap is: N/A.

The Service Period is: one Month.

A Critical Service Level Failure is: a failure of the Supplier to make at least 50% of deliveries on time and in full during any Service Period/a failure of the Supplier to meet the Service Level Threshold specified for Deliveries in any Service Period.

# ADDITIONAL INSURANCES

Not applicable

GUARANTEE

N/A

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 set at framework level.

|  |  |  |  |
| --- | --- | --- | --- |
| **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: | Dec 24, 2021 | Date: | 12 January 2022 |