

Order Form

CALL-OFF REFERENCE: itt_6605

THE BUYER: National Highways

BUYER ADDRESS Bridge House,

1 Walnut Tree Close,

Guildford, GU1 4LZ

THE SUPPLIER: DX Network Services Ltd

SUPPLIER ADDRESS: Ditton Park,

Riding Court Road,

Datchet, SL3 9GL

REGISTRATION NUMBER: 05026914

DUNS NUMBER: 73-769-8279

SID4GOV ID: Not Applicable

Framework Ref: RM6171 Project Version: v1.0 Model Version: v3.7

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APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18 February 2022.

It's issued under the Framework Contract with the reference number **RM6171** for the provision of **Courier and Specialist Movements.**

CALL-OFF LOT(S):

Lot 1

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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) RM6171
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for itt 6605
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Joint Schedule 13 (Continuous Improvement)
 - o Joint Schedule 14 (Benchmarking)
 - Call-Off Schedules for itt 6605
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call Off Schedule 24 (National Highways IT and Security Policies)
 - CCS Core Terms (version 3.0.11)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6171
- 6. 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:

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CALL-OFF START DATE: 23 February 2022

CALL-OFF EXPIRY DATE: 22 February 2026

CALL-OFF INITIAL PERIOD: 22 February 2024

CALL-OFF OPTIONAL 2 years in one-year intervals

EXTENSION PERIOD: End date to possible extension 1: 22 February 2025

End date to possible extension 2: 22 February 2026

CALL-OFF DELIVERABLES

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £36.960.00

CALL-OFF CHARGES

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

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:

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

REIMBURSABLE EXPENSES

None

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PAYMENT METHOD

- 1. Please quote the purchase order number on your invoice to ensure prompt payment.
- 2. A receipt number may be provided by the project team for each invoice, but quoting this on your invoice is optional. Only the purchase order number is required to trigger the payment process.
- 3. Invoices must be submitted to the email address above and be in PDF format (except where noted in point 4).
- 4. If you scan the original invoice/credit note, please ensure these scanned images are in black and white, in TIFF format and ideally scanned at 600 DPI, although a minimum of 300 DPI can also be used.
- 5. Be aware that any text in the body of your email, or attachments submitted in file formats other than those listed above will not be read by anyone.

BUYER'S INVOICE ADDRESS:

Invoices must be submitted electronically to Invoices@highwaysengland.co.uk

BUYER'S AUTHORISED REPRESENTATIVE

Redacted per Freedom of Information Act 2000, S40(2)

BUYER'S ENVIRONMENTAL POLICY

The buyer operates a range of environmental and social value policies, which will be provided during the call off period.

BUYER'S SECURITY POLICY

Short form security requirements in Call Off Schedule 9 (Security)

The Customer's Security Policy is contained in Call-Off-Schedule-24-National Highways IT and Security Policies

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted per Freedom of Information Act 2000, S40(2)

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SUPPLIER'S CONTRACT MANAGER

Redacted per Freedom of Information Act 2000, S40(2)

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly as organised by the Buyer.

KEY STAFF

Redacted per Freedom of Information Act 2000, S40(2)

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Item	Description	Reason
1	The Pricing Details set out in Call off Schedule 5 are Commercially Sensitive Information for the purposes of the Call-Off Contract. Any subsequent prices between the National Highways and DX Network Services shall also be considered Commercially Sensitive Information. If successful in the further competition, this Commercially Sensitive Information shall be treated confidentially for the duration of the Call Off Contract, including any periods of extension and shall not be disclosed by National Highways or any Authority.	Its disclosure would be liable to cause real (or significant) harm to DX or be advantageous to our competitors.
2	Prices contained within Appendix F – Commercial Workbook	Its disclosure would be liable to cause real (or significant) harm to DX or be advantageous to our competitors

SERVICE CREDITS
Not Used

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

SOCIAL VALUE COMMITMENT

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

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 b	ehalf of the Supplier:	For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	