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

## **Order Form**

CALL-OFF REFERENCE:	Con_20255
THE BUYER:	The Secretary of State for Justice
BUYER ADDRESS	102 Petty France, St James, London, SW1H 9AJ
THE SUPPLIER:	WFL (UK) Limited
SUPPLIER ADDRESS:	Brinkworth, Chippenham, Wiltshire, SN15 5DN Park,
REGISTRATION NUMBER:	00594001
DUNS NUMBER:	216313445
SID4GOV ID:	N/A

This Order Form is for the provision of the Call-Off Deliverables and dated 16<sup>th</sup> March 2022.

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): Lot 107, 109 & 111

### 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) RM6177 National Fuels (2)
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6177 National Fuels (2)
    - o Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - o 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)
    - o Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for **Salesforce Ref Number** Call-Off reference number]
    - o Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - 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 10 (Exit Management)
    - Call-Off Schedule 11 (Installation Works)
    - 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 None

CALL-OFF START DATE:	1 <sup>st</sup> April 2022
CALL-OFF EXPIRY DATE:	31/03/2024
CALL-OFF INITIAL PERIOD:	24 Months (No option to extend)

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 **£250,000** Estimated Charges in the first 12 months of the Contract.

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.

REIMBURSABLE EXPENSES NOT APPLICABLE

PAYMENT METHOD Payment will be by BACS with 30-day payment terms.

BUYER'S INVOICE ADDRESS: Ministry of Justice C/O Shared Services Connected Itd PO Box 743 Newport Gwent NP10 8FZ <u>APinvoices-moj-u@gov.sscl.com</u>

All invoices must be sent, quoting a valid purchase order number (PO Number).

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to Framework Ref: RM6177 National Fuels (2) Project Version: v1.1

moj-finance-ap-enquiries@sscl.gse.gov.uk

or by telephone 0845 2415351 between 09:00-17:00 Monday to Friday

BUYER'S AUTHORISED REPRESENTATIVE David Johnson Assistance Commercial Manager REDACTED UNDER FOIA 40 PERSONAL INFORMATION REDACTED UNDER FOIA 40 PERSONAL INFORMATION

BUYER'S ENVIRONMENTAL POLICY Sustainable Procurement and Policy available online at: <u>Ministry of Justice and the</u> environment - GOV.UK (www.gov.uk)

BUYER'S SECURITY POLICY

Available online at: https://ministryofjustice.github.io/security-guidance/#cyber-and-technical-security-guidance

SUPPLIER'S AUTHORISED REPRESENTATIVE Mrs. Claire Jean Bishop Vice President, UK Land REDACTED UNDER FOIA 40 PERSONAL INFORMATION REDACTED UNDER FOIA 40 PERSONAL INFORMATION

SUPPLIER'S CONTRACT MANAGER Hannah Lougher Key Account Manager REDACTED UNDER FOIA 40 PERSONAL INFORMATION

Anna Pajaron Commercial Manager, UK Land REDACTED UNDER FOIA 40 PERSONAL INFORMATION

PROGRESS REPORT FREQUENCY On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY Weekly during mobilisation, with a view to moving to Monthly: on the first Working Day of each quarter]

KEY STAFF David Johnson Assistance Commercial Manager REDACTED UNDER FOIA 40 PERSONAL INFORMATION REDACTED UNDER FOIA 40 PERSONAL INFORMATION

KEY SUBCONTRACTOR(S) Not Applicable

COMMERCIALLY SENSITIVE INFORMATION Call off Schedule 4 and Call off Schedule 5 Supplier's Commercially Sensitive Information

SERVICE CREDITS Not applicable

ADDITIONAL INSURANCES Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

#### 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:	