# **Order Form**

CALL-OFF REFERENCE: Con\_20252

THE BUYER: The Secretary of State for Justice

BUYER ADDRESS 102 Petty France, St James, London, SW1H 9AJ

THE SUPPLIER: Certas Energy UK Ltd

SUPPLIER ADDRESS: 302 Bridgewater Place, Birchwood Park,

Birchwood, Warrington, WA3 6XG

REGISTRATION NUMBER: 04168225

DUNS NUMBER: 221494474

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, 108, 110, 112** 

Framework Ref: RM6177 National Fuels (2)

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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) 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 Salesforce Ref Number Call-Off reference number]
    - 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**

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The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: 1st 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 £2,200,000 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

APinvoices-moj-u@gov.sscl.com

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

#### moi-finance-ap-enquiries@sscl.qse.qov.uk

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

#### BUYER'S AUTHORISED REPRESENTATIVE

**David Johnson** 

Assistance Commercial Manager

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#### BUYER'S ENVIRONMENTAL POLICY

Sustainable Procurement and Policy available online at: Ministry of Justice and the environment - GOV.UK (www.gov.uk)

#### **BUYER'S SECURITY POLICY**

Available online at: <a href="https://ministryofjustice.github.io/security-guidance/#cyber-and-technical-security-guidance">https://ministryofjustice.github.io/security-guidance/#cyber-and-technical-security-guidance</a>

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

**Darren Holloway** 

**National Core director** 

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#### SUPPLIER'S CONTRACT MANAGER

**Rick Stenton** 

**Senior Account Manager** 

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#### 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

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#### KEY SUBCONTRACTOR(S)

N/A

## COMMERCIALLY SENSITIVE INFORMATION

Supplier margins

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# 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:	

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