

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

### Order Form

CALL-OFF REFERENCE: 708043450

THE BUYER: Ministry of Defence

BUYER ADDRESS DIO Commercial, Whittington Barracks,  
Whittington, Lichfield, WS14 9PY

THE SUPPLIER: AMP Biomass Fuels Ltd.

SUPPLIER ADDRESS: 3rd Floor, 1 Dover Street, London W1S4LD

REGISTRATION NUMBER: 05735950

DUNS NUMBER: 349497047

SID4GOV ID:

This Order Form is for the provision of the Call-Off Deliverables and dated 6<sup>th</sup> July 2023.

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 3: Solid fuel and biomass fuel

## **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 8 (Guarantee)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for Call-Off 708043450
    - 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 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 17 (MOD Terms)
    - Call-Off Schedule 18 (Background Checks)
    - 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:

- DEFCON 76 Contractor's Personnel at Government Establishments Edition 11/22 DEFCON 522 Payment and Recovery of Sums Due, Edition 11/21
- DEFCON Plastic Packaging Tax, Edition 10/22
- Annex A: Site Addition Template Biomass Final
- Annex B: Contractor Vetting Requirements

CALL-OFF START DATE: 1<sup>st</sup> July 2023

CALL-OFF EXPIRY DATE: 30<sup>th</sup> June 2025

CALL-OFF INITIAL PERIOD: 2 years

#### 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 £285,435 excluding VAT and CCS Management Fee.

#### CALL-OFF CHARGES

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

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

The Buyer requires all billing, receipted through an electronic procurement tool - Contracting, Purchasing & Finance (CP&F) managed by the Payment Authority, Defence Business Services (DBS) or a replacement payment tools as specified by the Buyer.

- Guidance can be found at the following MOD gov.uk website:  
<https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system/cpf-guidance-for-Contractors>
- Payments must be made in line with Call-Off Schedule 17, DEFCON 522
- Exostar is a Managed Access Gateway (MAG) used by MOD for e-purchasing and for Suppliers, access to a Supply Chain Platform (SCP). Exostar's SCP for MOD (SCP-MOD) enables Suppliers to respond to orders, billing, and payment electronically, including a proviso for Credit Notes raised
- All costs associated with the registration and use of the Exostar Platform are to be met by the Supplier
- To enable the Supplier to trade directly with CP&F, the Supplier must provide a Point of Contact (POC) for all billing, charges and credit control queries raised against the Contract; all processed electronically
- After the Call-Off Start Date, the Supplier will arrange for submission of preceding weekly billing. Each individual bill issued in PDF Format against supply deliveries made to MOD Sites.
- The Supplier to bill and receive payment for Biomass Fuels delivered to MOD Sites, will be in receipt of unique account numbers, assigned against each MOD Site named in the Contract, given at Contract Mobilisation Planning.

**BUYER'S INVOICE ADDRESS:**

DIO Utilities, Whittington Barracks, Whittington, Lichfield, WS14 9PY

**BUYER'S AUTHORISED REPRESENTATIVE**

  
Assistant Head – Commercial Utilities

  
Kentigern House, Glasgow, G2 8EX

**BUYER'S ENVIRONMENTAL POLICY**

<https://www.gov.uk/government/collections/sustainable-development-mod>  
<https://www.gov.uk/guidance/defence-infrastructure-organisation-estate-and-sustainable-development>

**BUYER'S SECURITY POLICY**

<https://www.gov.uk/government/collections/government-security>  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/685172/Pers\\_Sy\\_Vetting\\_Guide\\_Contractors\\_FINAL\\_online\\_version.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/685172/Pers_Sy_Vetting_Guide_Contractors_FINAL_online_version.pdf)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
Head of Sales

[REDACTED]  
A4 Elm House, Oaklands Office Park, Hooton, Cheshire, CH66 7NZ

SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
Head of Sales

PROGRESS REPORT FREQUENCY  
As outlined in Call-Off Schedule 20

PROGRESS MEETING FREQUENCY  
As outlined in Call-Off Schedule 20

KEY STAFF

[REDACTED]  
Head of Sales

KEY SUBCONTRACTOR(S)

COMMERCIALLY SENSITIVE INFORMATION

Call off Schedule 4 and Call off Schedule 5 Supplier's Commercially Sensitive Information  
Annex A: Site Addition Template Biomass Final

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

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  
Deed of Guarantee provided in line with Joint Schedule 8

SOCIAL VALUE COMMITMENT

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

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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:	Head of Sales	Role:	Assistant Head - Commercial
Date:	10 <sup>th</sup> JULY 2023	Date:	6th July 2023

execution by seal / deed where required by the Buyer.