

Attachment 4 - Order Form

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| CALL-OFF REFERENCE: | CCFU22A12 |
| THE BUYER: | Driver and Vehicle Standards Agency (DVSA) |
| BUYER ADDRESS | DVSA Berkeley House Croydon Street Bristol BS5 0DA |
| THE SUPPLIER: | CALOR GAS LTD |
| SUPPLIER ADDRESS: | Athena House Athena Drive, Tachbrook Park Warwick CV34 6RL |
| REGISTRATION NUMBER: | 00303703 |
| DUNS NUMBER: | 216286864 |
| SID4GOV ID: | N/A |

This Order Form is for the provision of the Call-Off Deliverables and dated 16 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 2: Liquefied Gas

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 CCFU22A12
 - 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:

N/A

CALL-OFF START DATE: 1 April 2022

CALL-OFF EXPIRY DATE: 31 March 2024

CALL-OFF INITIAL PERIOD: 24 Months

EXTENSION OPTION: 10 months until 31 January 2025

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 £14,117.65

CALL-OFF CHARGES

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

The Maximum Contract value (including all extension periods) is £40,000.00

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

BACS

BUYER'S INVOICE ADDRESS:

DfT Shared Services Centre
Accounts Payable
Sandringham Park
Swansea Vale
Swansea
SA7 0EA

BUYER'S AUTHORISED REPRESENTATIVE
REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

Available online at: <https://www.gov.uk/government/publications/dvsa-environmental-sustainability-policy-statement>

BUYER'S SECURITY POLICY
N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE
REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER
REDACTED TEXT under FOIA Section 40, Personal Information

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 be agreed between the parties within the first four weeks of the Call-Off Start Date.

KEY STAFF
N/A

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 TEXT under FOIA Section 40, Personal Information | Signature: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Name: | REDACTED TEXT under FOIA Section 40, Personal Information | Name: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Role: | REDACTED TEXT under FOIA Section 40, Personal Information | Role: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Date: | 17/3/22 | Date: | 24/3/22 |