

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

Order Form

CCS FRAMEWORK REF: RM6143 Vehicle Telematics: Hardware and Software Solutions

CALL-OFF REFERENCE: Vehicle Telemetry Services Contract 2022

THE BUYER: NATIONAL HIGHWAYS LIMITED

BUYER ADDRESS: The Cube, 199 Wharfside Street, Birmingham, B1 1RN

REGISTRATION NUMBER: 0409346363

THE SUPPLIER: CTRACK UK LIMITED

SUPPLIER ADDRESS: Stockdale House, Victoria Road, Leeds, LS6 1PF

REGISTRATION NUMBER: 07239604

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2nd August 2022.

It's issued under the Framework Contract with the reference number RM6143 – Lot 1 - Supply of Vehicle Telematics Hardware, Software and Associated Products for the provision of the National Highways Vehicle Telemetry Services Contract 2022.

CALL-OFF LOT(S):

Lot 1

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) RM6143
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6143
 - Joint Schedule 1 (Definitions) v3.6
 - Joint Schedule 2 - Variation Form v.3.2
 - Joint Schedule 3 - Insurance Requirements v.3.2
 - Joint Schedule 4 - Commercially Sensitive Information v.3.2
 - Joint Schedule 5 - Corporate Social Responsibility v.3.3
 - Joint Schedule 6 - Key Subcontractors v.3.2
 - Joint Schedule 7 - Financial Difficulties v.3.4
 - Joint Schedule 8 - Guarantee v1.0 - **NOT USED**
 - Joint Schedule 9 - Minimum Standards of Reliability v.3.4
 - Joint Schedule 10 - Rectification Plan v.3.1
 - Joint Schedule 11 (Processing Data) v.4.2
 - Joint Schedule 12 - Supply Chain Visibility v.1.0
 - Call-Off Schedules for RM6143
 - Call-Off Schedule 1 - Transparency Reports v3.0
 - Call-Off Schedule 2 - Staff Transfer v.3.2 - **NOT USED**
 - Call-Off Schedule 3 - Continuous Improvement v3.0
 - Call-Off Schedule 4 - Call-Off Tender v3.1
 - Call-Off Schedule 5 - Pricing Details v3.1
 - Call-Off Schedule 6 - ICT Services v3.5
 - Call-Off Schedule 7 - Key Supplier Staff v3.0 - **NOT USED**
 - Call-Off Schedule 8 - Business Continuity and Disaster Recovery v.3.2
 - Call-Off Schedule 9 - Security v3.4
 - Call-Off Schedule 10 - Exit Management v3.1
 - Call-Off Schedule 11 - Installation Works v3.0
 - Call-Off Schedule 12 - Clustering v.3.1 - **NOT USED**
 - Call-Off Schedule 13 - Implementation Plan and Testing v.3.2 - **NOT USED**
 - Call-Off Schedule 14 - Service Levels v3.1
 - Call-Off Schedule 15 - Call Off Contract Management v3.1
 - Call-Off Schedule 16 - Benchmarking v3.2
 - Call-Off Schedule 17 - MOD Terms v3.0 - **NOT USED**
 - Call-Off Schedule 18 - Background Checks v3.0 - **NOT USED**
 - Call-Off Schedule 19 - Scottish Law v1.0 - **NOT USED**

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

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- Call-Off Schedule 20 - Specification v3.0
- Call-Off Schedule 21 - Northern Ireland Law v.1.0 - **NOT USED**
- Call-Off Schedule 22 - Lease Terms v.1.1 - **NOT USED**
- Call-Off Schedule 23 Supplier Furnished Terms v1

4. CCS RM6143 Core Terms (version 3.0.7 v4)

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

None

CALL-OFF START DATE: 3rd August 2022

CALL-OFF EXPIRY DATE: 2nd August 2025

CALL-OFF INITIAL PERIOD: 36 Months

CALL-OFF DELIVERABLES: See details in Call-Off Schedule 20 - Specification v3.0

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

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 in Framework Schedule 3 (Framework Prices).

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment term is within 30 days of receipt of valid invoice.

BUYER'S INVOICE ADDRESS:

National Highways Limited
FS Payments
Floor 11
The Cube
199 Wharfside Street
Birmingham
B1 1RN

E-mail:

All invoices must quote a National Highways Purchase Order/Agreement Number.

BUYERS CONTRACT MANAGER

BUYERS ADDRESS

National Fleet Team, Operations Customer Services Division
National Highways Limited
The Cube
199 Wharfside Street
Birmingham
B1 1RN

BUYER'S ENVIRONMENTAL POLICY

"Environmental Policy" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.

The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

BUYER'S SECURITY POLICY

- NHPOL0079 Information Management Policy - dated January 2022
- NHPOL0097 Data Protection Policy - dated November 2021
- NHPOL0104 Digital Services Security Operations Policy v1.0 - dated March 2022
- NHPOL0105 Information Security Incident Management Policy - dated March 2022
- NHPOL0107 Offshoring Policy - May 2022
- NHPOL0098 Password Policy v1.0 - dated November 2021
- Call-Off Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

SUPPLIERS ADDRESS:

Stockdale House
8 Victoria Road
Leeds
LS6 1PF

PROGRESS REPORT FREQUENCY

On contract award weekly reports for the project roll-out.

Thereafter, on the first Working Day of each calendar month, or at a mutually agreed day between National Highways Limited and Ctrack UK Limited.

PROGRESS MEETING FREQUENCY

On contract award, weekly online meetings, or face to face meetings may take place, if requested, for the project implementation and may be further supplemented with additional ad-hoc meetings if requested by National Highways or Ctrack.

Thereafter, monthly Account Management meetings at a day, time, and location, whether online or face to face, as mutually agreed between National Highways and Ctrack.

Meetings will be attended by the National Highways and Ctrack named contract managers or an agreed suitable replacement.

KEY STAFF

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information:

- The Pricing Schedules offered to the Buyer
- The Suppliers IPR

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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 Joint-Schedule 5 (Corporate Social Responsibility) and any 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:	