**Order Form and Call Off Schedules**

CALL-OFF REFERENCE: CCFU22A31 (Lot 107)

THE BUYER: **Ministry of Defence, Defence Equipment &**   **Support**

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40,**

**Personal Information**

THE SUPPLIER: **YOUR NRG LIMITED**

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40,**

**Personal Information**

REGISTRATION NUMBER: **6263424**

This Order Form is for the provision of the Call-Off Deliverables and dated **21 October 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: Liquid Fuel – England Midlands

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, Call-Off Schedule 17 (MOD 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 LOT 107

* + 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 10 (Exit Management)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 17 (MOD Terms)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.8)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6177 National Fuels (2)

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:

CCEN22A02 terms to revise or supplement Call Off Schedule;

* Call Off Schedule 17 – PARA 3 - DEFCONS and DEFFORMS
* Call Off Schedule 17 – para 4 DUE DILLIGENCE
* Call Off Schedule 17 – para 5 DELIVERY & PROVISION OF THE PRODUCTS
* Call Off Schedule 17 – para 6 PAYMENT
* Call Off Schedule 17 – para 7 VARIATION & WAIVER
* Call Off Schedule 17 – para 8 SERVICE LEVELS AND KEY PERFORMANCE INDICATORS
* Call Off Schedule 17 – para 9 PROVISION OF MANAGEMENT INFORMATION AND PERFORMANCE MONITORING
* Call Off Schedule 17 – para 10 PERFORMANCE MONITORING AND PERFORMANCE REVIEW MEETINGS
* Call Off Schedule 17 – para 11 MOD ADDITIONAL CLAUSES
* Call Off Schedule 17 – para 12 OBLIGATION TO ADVERTISE SUPPLY CHAIN OPPORTUNITIES

CALL-OFF START DATE: **01/12/2022**

CALL-OFF EXPIRY DATE: **31/05/2024**

CALL-OFF INITIAL PERIOD: **1 YEAR**, **6 MONTHS**

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.

CALL-OFF CHARGES

The Bidder’s submitted firm margins (pence per litre) will be inserted into Call-Off Schedule 5 (Pricing Details) on contract award.

The Charges will not be impacted by any change to the Framework Prices.

See details in Call-Off Schedule 17 (MOD Terms) for Pricing terms

REIMBURSABLE EXPENSES

NOT APPLICABLE

PAYMENT METHOD

For the purposes of this Call Off Agreement, payment for work authorised and satisfactorily completed shall be made from the commencement to the expiry of the Call Off Agreement payment shall be made via the Customer’s Contracting, Purchasing and Finance (CP&F) system in accordance with DEFCON 522. Further information can be found in Call Off Schedule 17 MOD Terms.

Commodity price will be calculated in accordance with Schedule 3 of the Framework Agreement.

The Customer has chosen the option of Weekly Lagged Prices.

The Customer will NOT be liable for any costs incurred by the Supplier in meeting the requirements of DEFCON 522.

BUYER’S INVOICE ADDRESS:

**DBS Finance**

The Invoice Paying Authority

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

BUYER’S AUTHORISED REPRESENTATIVE

**DES Commodities-Commercial-Fuel**

Role: Commercial Fuels Team

BUYER’S ENVIRONMENTAL POLICY

Document name: Sustainability and Climate Change: MOD

Latest version

Last updated: 27 January 2022

[available online at: <https://www.gov.uk/government/collections/sustainable-development-mod>]

BUYER’S SECURITY POLICY

**The standards, best practice guidelines and approaches that are required to protect UK government assets.**

Document name: Security policy framework: protecting government assets

Latest version

Last updated: 8 February 2022

[available online at: <https://www.gov.uk/government/publications/security-policy-framework>]

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

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

The Parties shall attend meetings to discuss Performance Monitoring Reports

on a **quarterly basis** (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports.

KEY STAFF

**REDACTED TEXT under FOIA Section 40,**

**Personal Information**

KEY SUBCONTRACTOR(S)

**No Subcontractor used.**

COMMERCIALLY SENSITIVE INFORMATION

Joint Call off Schedule 4 (if applicable)

SERVICE CREDITS

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

The Service Credit Cap is: **10% of the total supplier premium per order**.

The Service Period is: **One (1) Month**

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

See details in Joint Schedule 8 - Guarantee

SOCIAL VALUE COMMITMENT

Not applicable

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| --- | --- |
| **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: | 01/11/22 | Date: | 24/10/22 |

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