Order Form

CALL-OFF REFERENCE: con_20607

THE BUYER: The Secretary of State for Justice

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

THE SUPPLIER: Calor Gas

SUPPLIER ADDRESS: Athena House, Athena Drive, Tachbrook Park,

Warwick, Warwickshire, 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 1st June 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

Framework Ref: RM6177 National Fuels (2)

Project Version: v1.1 Model Version: v3.6

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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)
 - o 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.

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CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: None

CALL-OFF START DATE: 01/06/2022

CALL-OFF EXPIRY DATE: 31/03/2025

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 **REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS** Estimated Charges in the first 12 months of the Contract.

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:

- [Indexation]
- [Specific Change in Law]
- [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

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

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Gwent

NP10 8FZ

APinvoices-moj-u@gov.sscl.com

All invoices must be sent, quoting a valid purchase order number (PO Number).

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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). Noncompliant 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

moj-finance-ap-enquiries@sscl.gse.gov.uk

or by telephone 0845 2415351

between 09:00-17:00 Monday to Friday

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED UNDER FOIA 40 PERSONAL INFORMATION

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: https://ministryofjustice.github.io/security-guidance/#cyber-and-technical-security-guidance

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED UNDER FOIA 40 PERSONAL INFORMATION

SUPPLIER'S CONTRACT MANAGER

REDACTED UNDER FOIA 40 PERSONAL INFORMATION

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

On the first Working Day of each quarter

KEY STAFF

REDACTED UNDER FOIA 40 PERSONAL INFORMATION

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Call off Schedule 4 and Call off Schedule 5 Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

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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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