



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

**Order Form**

CALL-OFF REFERENCE: CCFU24A19

THE BUYER: TRANSPENNINE TRAINS LIMITED

BUYER ADDRESS Great Minster House, 2nd Floor Franchise Resilience and Mobilisation Team, 33 Horseferry Road, London, England, SW1P 4DR

THE SUPPLIER: HARVEST ENERGY LTD

SUPPLIER ADDRESS:Harvest House, Horizon Business Village, 1 Brooklands Road, Weybridge, Surrey, KT1 0TJ

REGISTRATION NUMBER:02999020

DUNS NUMBER: 775500945

This Order Form is for the provision of the Call-Off Deliverables and dated Tuesday 04 June 2024.

It is 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 Number** | **Lot Description** | **Relevant (Yes/ No)** |  |
|  | 101 | Liquid Fuel - Scotland North | No |  |
|  | 102 | Liquid Fuel - Scotland West | No |  |
|  | 103 | Liquid Fuel - Scotland Central | No |  |
|  | 104 | Liquid Fuel - Scotland South | No |  |
|  | 105 | Liquid Fuel - England North West | No |  |
|  | 106 | Liquid Fuel - England North East | Yes |  |
|  | 107 | Liquid Fuel - England Midlands | No |  |
|  | 108 | Liquid Fuel - England East Anglia | No |  |
|  | 109 | Liquid Fuel - England London & South East | No |  |
|  | 110 | Liquid Fuel - England South | No |  |
|  | 111 | Liquid Fuel - England South West | No |  |
|  | 112 | Liquid Fuel - South Wales | No |  |
|  | 113 | Liquid Fuel - North Wales | No |  |
|  | 114 | Liquid Fuel - Northern Ireland | No |  |
|  | 2 | Liquified Gas (LPG) - National | No |  |
|  | 3 | Solid Fuel & Biomass - National | No |  |
|  | 4 | Grease, Lubricants & Antifreeze - National | No |  |
|  | 5 | Associated Services - National | No |  |
|  |  |  |  |  |

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 7 (Financial Difficulties)
  + Joint Schedule 9 (Minimum Standards of Reliability
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for **CCFU24A19**
  + 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 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.8)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6177 National Fuels (2)
3. 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:

Special Term 1. Delivery within 2 days of receipt of order

Special Term 2. In case of emergencies delivery can be arranged within 24 hours.

Special Term 3. 1.1 If any Goods are not delivered within the service level, then the Customer shall be entitled to:

1.1.1 cancel the Order (or any part) without liability to the Supplier;

1.1.2 purchase the Goods contained in the relevant Order elsewhere or appoint a third party to do so.

(a) If the Customer purchases the Order elsewhere, the Customer shall be entitled to claim recover from the Supplier for the costs incurred for the Order. The recovery of these costs shall be on an open book basis. The Supplier shall either pay such costs on demand by the Customer or the customer may deduct the costs from any payments to the supplier, subject to agreement between the parties.

1.2 The Parties acknowledge that the Supplier shall not be liable in line with 1.1 where the inability to deliver within the service level is due to:

1.2.1 The customer is not providing access to the site.

1.2.2 A Force Majeure event, which has been notified by the Supplier to the Customer.

CALL\_OFF START DATE: Monday 01 July 2024

CALL-OFF EXPIRY DATE: Tuesday 30 June 2026

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF EXTENSION START DATE: N/A

CALL-OFF EXTENSION EXPIRY DATE: N/A

CALL-OFF EXTENSION PERIOD: N/A

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 **£20,000,000**

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

REIMBURSABLE EXPENSES

NOT APPLICABLE

PAYMENT METHOD

10 days after delivery by Direct Debit

BUYER’S INVOICE ADDRESS:

Redacted Under FOIA, Section 40, Personal Information

BUYER’S AUTHORISED REPRESENTATIVE

Nicholas Sworowski

Redacted Under FOIA, Section 40, Personal Information

BUYER’S ENVIRONMENTAL POLICY

SOR Annex D - TransPennine Trains Limited - Environment Sustainability Policy - July 2023

SOR Annex F - TransPennine Trains Limited - Supplier Code of Conduct – May 2023

BUYER’S SECURITY POLICY

SOR Annex B – TPT - Minimum Security Measures.docx

SUPPLIER’S AUTHORISED REPRESENTATIVE

Redacted Under FOIA, Section 40, Personal Information

SUPPLIER’S CONTRACT MANAGER

Redacted Under FOIA, Section 40, Personal Information

PROGRESS REPORT FREQUENCY

**Weekly during mobilisation, with a view to moving to monthly:** On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

**Weekly during mobilisation, with a view to moving to Monthly:** on the first Working Day of each quarter

KEY STAFF

Redacted Under FOIA, Section 40, Personal Information

KEY SUBCONTRACTOR(S)

Redacted Under FOIA, Section 43, Commercial Interests

COMMERCIALLY SENSITIVE INFORMATION

Redacted Under FOIA, Section 43, Commercial Interests

SERVICE CREDITS

Not applicable

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: | Redacted Under FOIA, Section 40, Personal Information | Signature: | Redacted Under FOIA, Section 40, Personal Information |
| Name: | Redacted Under FOIA, Section 40, Personal Information | Name: | Redacted Under FOIA, Section 40, Personal Information |
| Role: | Redacted Under FOIA, Section 40, Personal Information | Role: | Redacted Under FOIA, Section 40, Personal Information |
| Date: |  | Date: |  |