

Order Form

CALL-OFF REFERENCE: APS/057

THE BUYER: Defence Equipment & Support (DE&S), Air
Platform Systems Delivery Team (DT)

BUYER ADDRESS Air Platform Systems DT, DE&S, Ministry of
Defence, Walnut 0c, #1032, MoD Abbey Wood
South, Bristol, BS34 8JH

THE SUPPLIER: Software Box Limited

SUPPLIER ADDRESS: East Moor House,
Green Park Business Centre,
Goose Lane,
Sutton on the Forest,
York,
YO61 1ET

REGISTRATION NUMBER: 02109168

DUNS NUMBER: 390294056

SID4GOV ID: 21184

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2nd July 2020

It is issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT:

- Lot 2 Hardware & Associated Services

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:

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

Crown Copyright 2018

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)

 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for APS/057
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
 - Call-Off Schedule 9 (Security) Part C
 - Call-Off Schedule 15 (Call-Off Contract Management) (Note: No Contract Boards are to be established under this Call-Off Contract)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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: 2nd July 2020

CALL-OFF EXPIRY DATE: 31st March 2022

CALL-OFF INITIAL PERIOD: 21 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: Not applicable

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification) attached to this Call-Off Contract.

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

Crown Copyright 2018

LOCATION FOR DELIVERY

JEWOSC CIS, RAF Waddington, Lincoln LN5 9WA.

DATES FOR DELIVERY OF THE DELIVERABLES

Next Business Day (NBD) following the request for a spare/part by the Buyer

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be a minimum of 12 months from the delivery date of each Deliverable.

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 £XXXX (ex-VAT).

CALL-OFF CHARGES

The following Firm Prices (exclusive of VAT) shall apply to the provision of spares/parts support in accordance with the requirements specified in Call-Off Schedule 20 (Specification):

Contract Periods	Firm Price (ex-VAT)
2 nd July 2020 to 31 st March 2021	£XXXX
1 st April 2021 to 31 st March 2022	£XXXX
Total Contract Value	£136,515

The Firm Prices are inclusive of delivery, packaging, provision of the Help Desk service and monthly reporting.

See details in Call-Off Schedule 5 (Pricing Details) attached to this Call-Off Contract

Hardware items may be added to the Call-Off Contract by the Buyer. A Variation Form shall be agreed between the Supplier and the Buyer (including a Firm Price) in order to add the item to Schedule 5 of the Call-Off Contract.

Hardware items may also be removed from the Call-Off Contract by the Buyer, subject to a 30-day notice period. A Variation Form shall be agreed between the Supplier and the Buyer removing the item and associated Firm Price from the Call-Off Contract. The paid amount for the item shall be credited by the Supplier to the Buyer, unless the Buyer authorises the use of the credit for additional items. The maximum amount of removals for the contract duration is 12.5% of the paid Total Contract Value.

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

Crown Copyright 2018

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.

REIMBURSABLE EXPENSES

None

PAYMENT PLAN & METHOD

The following payments shall be made by the Buyer:

Contract Period	Payment Value (ex-VAT)	Payment Date
2 nd July 2020 to 31 st March 2021	£XXXX	On placement of Call-Off Contract and provision of Help Desk details to the Buyer
1 st April 2021 to 31 st March 2022	£XXXX	1 st April 2021

Payment shall be made to the Supplier via CP&F/Exostar.

BUYER'S INVOICE ADDRESS:Name: **XXXX**

Role: Commercial Officer

Email address: **XXXX**

Address: Air Platform Systems DT, DE&S, Ministry of Defence, Walnut 0c, #1032, MoD Abbey Wood South, Bristol, BS34 8JH

BUYER'S AUTHORISED REPRESENTATIVEName: **XXXX**

Role: Commercial Officer

Email address: **XXXX**

Address: Air Platform Systems DT, DE&S, Ministry of Defence, Walnut 0c, #1032, MoD Abbey Wood South, Bristol, BS34 8JH

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

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

Crown Copyright 2018

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: **XXXX**

Role: Senior Account Manager, Defence Team

Email address: **XXXX**

Address: Software Box Limited, East Moor House, Green Park Business Centre, Goose Lane, Sutton on the Forest, York, YO61 1ET

SUPPLIER'S CONTRACT MANAGER

Name: **XXXX**

Role: Senior Account Manager, Defence Team

Email address: **XXXX**

Address: Software Box Limited, East Moor House, Green Park Business Centre, Goose Lane, Sutton on the Forest, York, YO61 1ET

PROGRESS REPORT FREQUENCY

Monthly. The report shall be delivered to the Buyer no later than 5 working days after the end of the calendar month being reported on.

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Cantel Computer Services Ltd

COMMERCIALLY SENSITIVE INFORMATION

No commercially sensitive information has been notified by the Supplier

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not Applicable

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Senior Account Manager	Role:	Commercial Officer, APS DT, DE&S
Date:	2 nd July 2020	Date:	2 nd July 2020