

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

Order Form

CALL-OFF REFERENCE: DSTL0000029396

THE BUYER: Defence Science and Technology Laboratory 'Dstl'

BUYER ADDRESS: Dstl Porton Down,
Salisbury,
Wiltshire, SP4 0JQ

THE SUPPLIER: XMA Limited

SUPPLIER ADDRESS: Unit 44, Wilford Industrial Estate,
Ruddington Lane,
Wilford,
Nottingham,
Nottinghamshire,
NG11 7EP

REGISTRATION NUMBER: 2051703

Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40,

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form supercedes the original Order Form dated 13 March 2024. This Order Form is for the provision of the Call-Off Deliverables and dated 22 March 2024

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):
Lot 2 Hardware

CALL-OFF INCORPORATED TERMS
This is a Bronze Contract.

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) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Call-Off Schedules for RM6098
 - ⊖ Call-Off Schedule 1 (Transparency Reports)
 - -Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 9 (Security)
 - -Call-Off Schedule 17 (MOD Terms)
 - -Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
7. Call-Off Schedule 4 (Call-Off Tender) 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:

None

CALL-OFF START DATE: 22 March 2024

CALL-OFF EXPIRY DATE: 30 April 2024

CALL-OFF INITIAL PERIOD: One Month

CALL-OFF DELIVERABLES:

The Supplier shall confirm the delivery date of all equipment to their UK Bonded Warehouse, which shall be no earlier than 8 April 2024.

All the equipment shall be as detailed in Call-Off Schedule 20 (Call-Off Specification).

LOCATION FOR DELIVERY

The Supplier initially shall deliver all the equipment to their propose Bonded Warehouse where all the equipment shall be stored for a period of up to 6 months. . The period for the all the equipment to be stored in the Bonded Warehouse will be confirmed by the Buyer's authorised representative.

At the end of the storage period the Authority require that all the equipment shall be delivered to either Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ or Dstl Portsdown West, Portsdown Hill Road Fareham PO17 6AD. This is to be confirmed by the authorised representative of the Buyer.

DATES FOR DELIVERY

The Supplier shall confirm the delivery date of all equipment to their UK Bonded Warehouse to the Buyer, which shall be no earlier than 8 April 2024

The Buyer shall confirm and agree the date that all the equipment shall be delivered from the Bonded Warehouse to either Dstl Porton Down or Dstl Portsdown West.

TESTING OF DELIVERABLES

Option A: None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be MS Extended Hardware Service Plus Srfc Laptop GB 4Y from Purchase 48 Month Warranty (deferred for 6 months).

MAXIMUM LIABILITY

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

The Year 1 Charges used to calculate liability in the first Contract Year is
£1,041,308.00 Ex VAT

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The payment method for this Call-Off Contract is BACS.

All invoices must quote the Purchase Order number and be sent to the Buyer contact and :

Dstl Accounts Payable,
PO Box 325,
Portsdown West,
Fareham,
Hants
PO14 9HL.

Tel: Redacted Under FOIA Section 40, Personal

Email: Redacted Under FOIA Section 40, Personal Information

All invoices must include the Purchase Order number referenced in the Order form and conform to <https://www.gov.uk/vat-record-keeping/vat-invoices>

BUYER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Infor

Digital Portfolio Manager – Enabling S&T

P3 Group
Operations Division

Dstl Porton Down,
Salisbury,
Wiltshire,
SP4 0 JQ, UK

Tel: Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

BUYER'S SECURITY POLICY

The Buyer will provide a copy of its security policy to the Supplier on request, which the Supplier will comply with.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

Contracts Director

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

Wilford Industrial Estate
Ruddington Lane
Wilford

Nottingham
NG11 7EP

SUPPLIER'S CONTRACT MANAGER

Redacted Under FOIA Section 40, Personal Information

Head of Defence and Security

Redacted Under FOIA Section 40, Personal Information

Wilford Industrial Estate
Ruddington Lane
Wilford
Nottingham
NG11 7EP

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF

None named

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

The Supplier shall record any Commercial Sensitive Information in the Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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)

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|--|---------------------------------|--|
| Signature: | Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information | Signature: | Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information |
| Name: | Redacted Under FOIA Section | Name: | Redacted Under FOIA Section 40, Personal Information |
| Role: | COO | Role: | Commercial Manager – Digital |
| Date: | 26/03/2024 | Date: | 22 March 2024 |