

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	The Secretary of State for the Home Department acting through Border Force acting as part of the Crown (the Buyer). Its offices are on: 2 Marsham Street, London, SW1P 4DF
2.	Supplier	Name: VMI SISTEMAS DE SEGURANÇA LTDA Address: R. Hum, nº 55 – Quinhão 3, Distrito Industrial Genesco Aparecido de Oliveira, CEP 33.240- 094, Lagoa Santa/MG, Brazil Registration number: 05.293.074/0001-87 SID4GOV ID: Not applicable
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the supply and maintenance of pallet scanners– see Schedule 2 (Specification) for full details. See Award Form Appendix 1 (Order Form) for the Order Form Template and Award Form Appendix 2 (Order Form Procedure), which details the procedure to be followed for ordering Deliverables. This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/2 000-021723 (FTS Contract Notice).
4.	Contract reference	Contract_16098
5.	Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract.

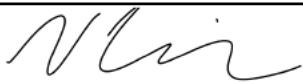
7.	Financial Transparency Objectives	The Financial Transparency Objectives do apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	The date the last party signs this Contract
9.	Expiry Date	The Buyer is only permitted to purchase the Goods for a period of four (4) years after the Start Date. The Supplier shall provide maintenance services commencing on the date the Supplier delivers the first Goods and shall cease to provide the maintenance services 10 years after the date the Supplier delivers the last Goods (the "Maintenance Period"). The Contract shall expire on expiry of the Maintenance Period
10.	Extension Period	Not applicable.
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract at any time without reason on 90 days' notice to the Supplier in accordance with Clause 14.3.
12.	Incorporated Terms (together these documents form the " this Contract ")	The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies: (a) This Award Form, including Appendix 1 – Order Form. (b) Any Special Terms (see Section 13 (Special Terms) in this Award Form) (c) Schedule 31 (Buyer Specific Terms) (d) Core Terms (e) Schedule 36 (Intellectual Property Rights) (f) Schedule 1 (Definitions) (g) Schedule 6 (Transparency Reports) (h) Schedule 20 (Processing Data) (i) The following Schedules (in equal order of precedence): (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges)

		<ul style="list-style-type: none"> (iii) Schedule 4 (Tender) (iv) Schedule 5 (Commercially Sensitive Information) (v) Schedule 7 (Staff Transfer) (vi) Schedule 8 (Implementation Plan & Testing) (vii) Schedule 9 (Installation Works) (viii) Schedule 10 (Service Levels) (ix) Schedule 11 (Continuous Improvement) (x) Schedule 13 (Contract Management) (xi) Schedule 14 (Business Continuity and Disaster Recovery) (xii) Schedule 16 (Security) (xiii) Schedule 17 (Service Recipients) (xiv) Schedule 18 (Supply Chain Visibility) (xv) Schedule 19 (Cyber Essentials Scheme) (xvi) Schedule 20 (Processing Data) (xvii) Schedule 21 (Variation Form) (xviii) Schedule 22 (Insurance Requirements) (xix) Schedule 23 (Guarantee) – Not in use (xx) Schedule 24 (Financial Distress) (xxi) Schedule 25 (Rectification Plan) (xxii) Schedule 26 (Sustainability) (xxiii) Schedule 27 (Key Subcontractors) (xxiv) Schedule 28 (ICT Services) (xxv) Schedule 29 (Key Supplier Staff) (xxvi) Schedule 30 (Exit Management) (xxvii) Schedule 31 (Buyer Specific Terms) (xxviii) Schedule 32 (Background Checks) <p>(j) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
13. Special Terms		<p>Special Term 1 – Non-exclusivity:</p> <p>1.1 The Supplier acknowledges that:</p>

		<p>(a) the Buyer is not obliged to purchase any Goods or Services from the Supplier under this Contract;</p> <p>(b) the Buyer makes no representation as to the number, type, or value of Goods or Services, that it may purchase, from the Supplier under this Contract; and</p> <p>(c) the Supplier cannot prevent the Buyer from purchasing from any third party any Good or Services, that are the same or similar to the Goods or Services referred to in this Contract.</p>
14.	Buyer's Environmental Policy	<p>Available online at:</p> <p>https://www.gov.uk/government/publications/25-year-environment-plan</p>
15.	Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels).</p>
16.	Buyer's Security Requirements and Security and ICT Policy	<p>The Supplier must ensure that the Security Management Plan fully complies with the Buyer's Security Policy as set out in Schedule 16 (Security).</p> <p>https://www.ncsc.gov.uk/collection/caf/caf-principles-and-guidance</p>
17.	Charges	<p>Details in Schedule 3 (Charges).</p> <p>The Charges are fixed for Contract Years 1 and 2. All Charges will be subject to Indexation from the commencement of the third Contract Year.</p>
18.	Estimated Year 1 Charges	<p>In line with Schedule 3 (Charges).</p>
19.	Reimbursable expenses	<p>None.</p>
20.	Payment method	<p>All invoices must be sent, quoting a valid purchase order number (PO Number) to:</p> <p>Home Office Shared Service Centre, HO Box 5015, Newport, Gwent NP20 9BB or by email to:</p> <p>HOSupplierinvoices@homeoffice.gov.uk</p> <p>A Contract Purchase Agreement (CPA) number will be established for this Contract.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes the CPA Number, and the details</p>

		<p>(name and telephone number) of your Buyer contact (i.e., Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to finance-ap-enquiries@homeoffice.gov.uk or by telephone 0345 010 0122 - Option 1 between 09:00-17:00 Monday to Friday.</p> <p>Further details in Section 9 of Schedule 3 (Charges)</p>
21.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap will be 40% (exc. vat) of the Service Charge payable for the Deliverable.</p> <p>The Service Period is three (3) Months.</p> <p>A Critical Service Level Failure is as detailed in Schedule 10 (Service Levels).</p>
22.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.</p>
23.	Cyber Essentials Certification	<p>Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)].</p>
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every quarter or as set out within Schedule 13 Contract Management.</p> <p>The Supplier shall provide the Buyer with Progress Reports every quarter or as set out within Schedule 6 (Transparency Reports).</p>
25.	Guarantor	<p>Not applicable.</p>
26.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <p>the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph; and</p> <p>the Supplier shall update the Virtual Library every 30 days.</p>

27.	Supplier's Contract Manager	JONAS DOS SANTOS CLIMACO Sales & Operation Director - Europe jonas.climaco@vmisecurity.com +34 615 45 59 32
28.	Supplier Authorised Representative	ALAN MORAES VIEGAS Vice president alan@vmis.com.br +55 31 9216-1933
29.	Supplier Compliance Officer	SOFIA ARAUJO SILVA General Counsel and Chief Legal Officer sofia.araujo@vmis.com.br +55 31 8434-9112
30.	Supplier Data Protection Officer	WE COMPLY CONSULTORIA EMPRESARIAL LTDA Data Protection Officer lgpd@vmis.com.br dpo@vmis.com.br +55 31 3622-0470
31.	Supplier Marketing Contact	MARCIO VIANA Marketing marketing@vmis.com.br +55 31 99281-8888
32.	Key Subcontractors	Key Subcontractor 1 TWOFOOLD LIMITED Registration number (if registered): 4043149 Role of Subcontractor: Delivery / Install and ongoing maintenance of X Ray equipment.
33.	Buyer Authorised Representative	Alexander Adie Assistant Commercial Manager AlexanderPhilip.Adie@homeoffice.gov.uk +44 (0)7765 221 121

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div>ALAN MORAES VIEGAS:08575996665 <small>Autorizado de forma digital por ALAN MORAES VIEGAS:08575996665 Data: 2025-07-23 11:59:18 -0300</small></div>	Signature:	
Name:	Alan Moraes Viegas	Name:	Neil Humphries
Role:	Vice President	Role:	Commercial Lead
Date:	July 23, 2025	Date:	24th July 2025

Appendix 1

**ORDER
FORM**

**Against Award Form Contract Reference C16098 for the Supply and Maintenance
of Pallet Scanners**

FROM

Buyer	
Address	
Invoice Address	
Contact Ref:	Ref: Phone: e-mail:
Order Number	<i>To be quoted on all correspondence relating to this Order:</i>
Order Date	

TO

Supplier	
Supplier's Address	
Contact Ref.	Ref: Phone: e-mail:

1. Goods and Services Order
(1.1) Goods and/or Services Required:
The Supplier must comply with the Requirements set out in Schedule 2 (the Specification)
(1.2) Installation:
(1.3) Delivery Requirements:
(1.4) Charges:
(1.5) Order Commencement Date:
(1.6) Completion Date:

By signing and returning this Order Form the Supplier agrees to provide to the Buyer the Goods and Services specified in this Order Form incorporating the rights and obligations in the terms and conditions set out in the Contract (entered into by the Supplier and the Buyer in relation to Pallet Scanners and Maintenance services in line with Schedule 2 (the Specification))

For and on behalf of the Buyer:

Name and Title	
Signature	
Date	

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

Appendix 2

Order Form Procedure

1. Ordering Process

- a) The Buyer will initiate an order with the Supplier by sending (including electronically) a signed Order Form, as per Award Form Appendix 1 (Order Form).
- b) The Parties agree that any document or communication (including any document or communication in the apparent form of an order) which is not as per Award Form Appendix 1 Order Form shall not constitute an order under this Contract.
- c) On receipt of an Order Form from the Buyer the Supplier shall accept the Order by promptly signing and returning (including by electronic means) a copy of the Order Form to the Buyer.
- d) On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Order shall be formed with effect from the Order commencement date stated in the Order Form.