# **Order Form**

CALL-OFF REFERENCE: 700922370 CCSO20A84

THE BUYER: Ministry of Defence

BUYER ADDRESS JEWOSC CIS

Thomson Building RAF Waddington

Lincoln LN6 9WA

THE SUPPLIER: Boxxe Ltd

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: Not known

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18<sup>th</sup> November 2020 date of issue.

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

# CALL-OFF LOT:

Lot 4 - Information Assured Products & Associated Services

Framework Ref: RM6068 Project Version: v0.1 Model Version: v3.2

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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) RM6068
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6068
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for 700922370 CCSO20A84
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 17 (MOD Terms)
- 4. CCS Core Terms (version 3.0.6)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6. 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.
- 7. Annexes A to E Call-Off Schedule 6 (ICT Services)

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: 23<sup>rd</sup> November 2020

CALL-OFF EXPIRY DATE: 22<sup>nd</sup> November 2021

CALL-OFF INITIAL PERIOD: One (1) year

CALL-OFF OPTIONAL EXTENSION NA

**PERIOD** 

**CALL-OFF DELIVERABLES** 

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# LOCATION FOR DELIVERY

JEWOSC CIS Thomson Building RAF Waddington Lincoln LN6 9WA

# DATES FOR DELIVERY OF THE DELIVERABLES

Milestone	Description	Timeframe
1	Delivery of all hardware to JEWOSC	Within 6 weeks of Call Off Commencement Date
2	Installation, Start Up, Test and Acceptance of HPE Nimble HF20	Within 14 to 28 days of equipment delivery to JEWOSC

# **TESTING OF DELIVERABLES**

None

# WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 12 months, except in the cases where co-terming of expiry dates have been requested.

# 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 £443,917.95 (excluding VAT).

# **CALL-OFF CHARGES**

For the avoidance of doubt the Call Off charges shall not exceed £443,917.95 (excluding VAT) for this Contract.

#### REDACTED

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 a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

# REIMBURSABLE EXPENSES

None

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# **PAYMENT METHOD**

Payment will be made via CP&F following successful delivery of all goods.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

# **BUYER'S INVOICE ADDRESS:**

JEWOSC CIS Thomson Building RAF Waddington Lincoln LN6 9WA

# BUYER'S AUTHORISED REPRESENTATIVE

REDACTED REDACTED RAF Wyton, Huntingdon, Cambridgeshire, PE28 2EA

BUYER'S ENVIRONMENTAL POLICY Not Applicable

BUYER'S SECURITY POLICY Not Applicable

# SUPPLIER'S AUTHORISED REPRESENTATIVE

# **REDACTED**

Boxxe Ltd
East Moor House
Green Park Business Centre
Goose Lane
Sutton on the Forest
York
YO61 1ET

# PROGRESS REPORT FREQUENCY

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Not required

PROGRESS MEETING FREQUENCY Not required

**KEY STAFF** 

Not applicable

KEY SUBCONTRACTOR

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

SOCIAL VALUE COMMITMENT Not applicable

For and on behalf of the Supplier:	For and on behalf of the Buyer:	
Signature:	Signature:	
Name:	Name:	
Role:	Role:	
Date:	Date:	

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