

Invitation to Tender Appendix C - Framework Schedule 6 (Order Form Template and Call- Off Schedules)

Order Form

CALL-OFF REFERENCE: 714273451

THE BUYER: Ministry of Defence - Defence Digital

BUYER ADDRESS: Ministry of Defence
Mustang Building
MoD Corsham
Westwells Road
Corsham
Wiltshire
SN13 9GB

THE SUPPLIER: boxxe Limited

SUPPLIER ADDRESS: Floor 3 Artemis House, Eboracum Way, York,
YO31 7RE

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 26/03/2025.

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 4 Information Assured Technology

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) 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)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedules for RM6098
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (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)

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:

Russian and Belarusian Exclusion Condition for Inclusion in Contracts

OFFICIAL-SENSITIVE

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
 - a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
 - b. the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Subcontracts.

Special Term 2:

Options

1. The Contractor hereby grants to the Authority the irrevocable right to exercise the options detailed at Call-Off Schedule 20 (Specification). In the event that the Authority chooses to invoke these options, it shall be incorporated into the Contract by formal Contract Amendment in accordance with Clause 24 of the TePAS 2 Core Terms and Joint Schedule 2 (Variation Form).

2. Options shall be valid until 31st March 2026.
3. The options will not be covered under the Contract unless exercised in accordance with paragraph 1 above. There will be no obligation on the Authority to take up any of the Options.

CALL-OFF START DATE: 26/03/2025

CALL-OFF EXPIRY DATE: 31/03/2026

CALL-OFF INITIAL PERIOD: 12 Months

**CALL-OFF OPTIONAL
EXTENSION:** 12 Months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification).

LOCATION FOR DELIVERY

MOD Corsham
Westwells Road
Corsham
SN13 9NR

DATES FOR DELIVERY

In accordance with the delivery dates set out in Call-Off Schedule 20 (Call-Off Specification).

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

Manufacturers standard warranty applies.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the TePAS 2 Core Terms.

CALL-OFF CHARGES

Framework Ref: RM6098
Project Version: v2.0
Model Version: v3.8

OFFICIAL-SENSITIVE

A detailed Payment Plan for this Contract can be found at Call-Off Schedule 5

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.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payments will be made via the Contracting Purchasing and Finance (CP&F) tool.

Payment can only be made following delivery and acceptance of deliverables.

Before payment can be considered, each invoice must include a detailed breakdown of associated costs.

Payment will be made within thirty (30) days following receipt of invoice.

BUYER'S INVOICE ADDRESS:

Dominic Meiklereid
Delivery Manager
Dominic.Meiklereid100@mod.gov.uk

CES
Mustang Building
MoD Corsham
Westwells Road
Corsham
Wiltshire
SN13 9NR
England

BUYER'S AUTHORISED REPRESENTATIVE

Samantha Temblett
Senior Commercial Officer
Samantha.Temblett100@mod.gov.uk

CES
Floorplate B2
MoD Corsham
Westwells Road
Corsham
Wiltshire
SN13 9NR
England

BUYER'S ENVIRONMENTAL POLICY

The Supplier shall abide by the Policy Statement by the Secretary of State for Defence for Health, Safety and Environmental Protection in Defence as detailed below:

<https://www.gov.uk/government/publications/secretary-of-states-policy-statement-on-safety-health-environmental-protection-and-sustainable-development>

BUYER'S SECURITY POLICY

A Cyber Risk Assessment has been carried out against this requirement and the Cyber Risk Profile is '**Not Applicable**'. The risk assessment reference number is **RAR-250211B01**. It should be noted that due to the Cyber Risk Rating of '**Not Applicable**', no further action is required.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Gemma Franklin
Public Sector Bids and Account Manager
Gemma.Franklin@boxxe.com
Floor 3 Artemis House, Eboracum Way, York, YO31 7RE

SUPPLIER'S CONTRACT MANAGER

Emma Cruddas
Account Director
Emma.Cruddas@boxxe.com
Floor 3 Artemis House, Eboracum Way, York, YO31 7RE

PROGRESS REPORT FREQUENCY

Weekly updates on lead times and delivery once orders are placed until complete.

PROGRESS MEETING FREQUENCY

Not applicable

Framework Ref: RM6098
Project Version: v2.0
Model Version: v3.8

KEY STAFF

Emma Cruddas
Account Director

Emma.Cruddas@boxxe.com

Floor 3 Artemis House, Eboracum Way, York, YO31 7RE

Steve Firth

Chief Information Security Officer

Steve.Firth@boxxe.com

Floor 3 Artemis House, Eboracum Way, York, YO31 7RE

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Social Value KPI is included within Call-Off Schedule 14 (Service Levels).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<i>Hazel Sagar</i>	Signature:	R Whitman
Name:	Hazel Sagar	Name:	Rob Whitman
Role:	Chief Financial Officer	Role:	Dep Head Commercial
Date:	26/3/2025	Date:	27/03/2025