

Order Form

CALL-OFF REFERENCE: 702651450 (The Provision of Spares and Parts Support for JEWOSC Hardware)

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

BUYER ADDRESS: MOD Abbey Wood, NH1 Atrium #1027, Bristol, BS34 8JH

THE SUPPLIER: Boxxe 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 5th April 2022.

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

CALL-OFF LOT(S):

- 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:

- 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 Call-Off Contract 702651450

- Call-Off Schedule 5 (Pricing Details) **(See Annex B to this Order Form)**
- 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) **(Note: DEFCON 658 (Cyber) shall not apply to this Call-Off Contract)**
- Call-Off Schedule 20 (Call-Off Specification) **(See Annex A to this Order Form)**

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

The following Special Terms are incorporated into this Call-Off Contract:

OPTION PRICE

The option price detailed below is a Firm Price (not subject to variation).

In addition to the Call Off Initial Period, the Supplier hereby grants to the Buyer the following irrevocable option to purchase an additional Contract period in accordance with the terms and conditions set out in this Call-Off Contract, it being agreed that the Buyer has no obligation to exercise such option.

Optional Extension Period	Firm Price (Ex-VAT)
1 st April 2024 to 31 st March 2025	

This Option shall be exercised by the Buyer no later than 1st March 2024

The Buyer shall have the right to exercise the option by the specified date or within such further period as corresponds to the aggregate of any period(s) for the duration of which the Authority is prevented from exercising any such option due to a breach of the Contract by the Supplier.

The Authority shall not be obliged to exercise the option.

CALL-OFF START DATE: 7th April 2022

CALL-OFF EXPIRY DATE: 31st March 2024

CALL-OFF INITIAL PERIOD: 2 Years

OPTIONAL EXTENSION PERIOD: 1st April 2024 to 31st March 2025

CALL-OFF DELIVERABLES

See details in Annex A to this Order Form.

LOCATION FOR DELIVERY

JEWOSC CIS, RAF Waddington, Lincoln LN5 9WA

DATES FOR DELIVERY OF THE DELIVERABLES

Next Business Day (NBD) following the request 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 [REDACTED] (VAT Ex).

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 Annex A to this Order Form and the Terms of this Call-Off Contract:

Contract Periods	Firm Price (ex-VAT)
7 th April 2022 to 31 st March 2023	[REDACTED]
1 st April 2023 to 31 st March 2024	[REDACTED]
Total Contract Value	£108,210.00

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

See details in Annex B to this Order Form.

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, Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used, or when required by the Terms of this Call-Off Contract.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The following payments shall be made by the Buyer:

Contract Periods	Payment Value (ex-VAT)	Payment Date
7 th April 2022 to 31 st March 2023		On placement of Call-Off Contract and provision of Help Desk details to the Buyer
1 st April 2023 to 31 st March 2024		1 st April 2023

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

BUYER'S INVOICE ADDRESS:

Name: [REDACTED]

Role: Senior Account Manager, Defence Team

Email address: [REDACTED]

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

BUYER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]

Role: Commercial Officer

Email address: [REDACTED]

Address: Air Platform Systems Delivery Team, Defence Equipment & Support (DE&S), Ministry of Defence, MOD Abbey Wood, NH1 Atrium #1027, Bristol, BS34 8JH

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]

Role: Senior Account Manager, Defence Team

Email address: [REDACTED]

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

SUPPLIER'S CONTRACT MANAGER

Name: [REDACTED]

Role: Senior Account Manager, Defence Team

Email address: [REDACTED]

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

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF – N/A

Name:

Role:

Email address:

Address:

KEY SUBCONTRACTOR(S)

Cantel Computer Services Ltd

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:

Signature:

Name: 

Role: Senior Account Manager, Defence Team

Date:

For and on behalf of Buyer:

Signature:

Name: 

Role: Commercial Officer

Date: 5th April 2022