

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

Order Form

CALL-OFF REFERENCE: **SDA/CSDT/712577453**

THE BUYER: Submarine Delivery Agency "SDA" or Ministry of Defence "MOD"

BUYER ADDRESS ASH 1B, #3111, MOD Abbey Wood, Bristol, BS34 8JH

THE SUPPLIER: Wincanton Holdings Limited

SUPPLIER ADDRESS: Wincanton Plc, Methuen Park, Chippenham, Wiltshire, SN14 0WT

REGISTRATION NUMBER: 2155951

DUNS Number: 39-702-8861

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables dated 20th January 2025 (ITT ISSUE DATE).

It's issued under the Framework Contract with the reference number RM6329 for the provision of Logistics and Warehouse Solutions.

CALL-OFF LOT(S):
Lot 4

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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) RM6329
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6329**
 - Joint Schedule 2 (Variation Form) – only used when amending the contract.
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties) – Not Applicable
 - Joint Schedule 8 (Guarantee) - Applies where Crown Commercial Services requests Guarantee.
 - Joint Schedule 9 (Minimum Standards of Reliability) – Not Applicable
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **RM6329**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) – Not Applicable
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call off Tender) - Not Applicable
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) – Part A
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering) – Not Applicable
 - Call-Off Schedule 13 (Implementation Plan)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks) - Not Applicable

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- Call-Off Schedule 19 (Scottish Law) - Not Applicable
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Northern Ireland Law) – Not Applicable
 - Call-Off Schedule 22 (Lease Terms)
 - Call-Off Schedule 23 (HMRC Terms)
 - Call-Off Schedule 24 (Corporate Resolution Planning – Not Applicable
 - Call-Off Schedule 25 (Domestic Transport)
 - Call-Off Schedule 26 (Domestic Storage and Fulfilment)
 - Call-off Schedule 27 (International Warehousing, Storage and Fulfilment) – Not applicable
 - Call-Off Schedule 28 (International Transport) – Not applicable
5. CCS Core Terms (version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6329
 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:

19/05/2025

CALL-OFF EXPIRY DATE:

18/05/2028

CONTRACT - Schedule of Requirements

Line Item	Description	Line Item Value (ex-VAT)	On Contract Value (ex-VAT)
1	CORE Requirements highlighted within Schedule 20 – Specifications from the period of 19/05/2025 until 18/05/2028.		
2	Ad-hoc Tasking (TAFs) – Cumulative Value Committed to Contract.	Tasks Priced Individually	

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Option Year 1	CORE Requirements highlighted within Schedule 20 – Specifications from the period of 19/05/2025 until 18/05/2028.		
Option Year 1	Ad-hoc Tasking (TAFs)– Cumulative Value Committed to Contract from the period of 19/05/2025 until 18/05/2028.	Tasks Priced Individually	
Option Year 2	CORE Requirements highlighted within Schedule 20 – Specifications from the period of 19/05/2029 until 18/05/2030.		
Option Year 2	Ad-hoc Tasking (TAFs) – Cumulative Value Committed to Contract from the period of 19/05/2029 until 18/05/2030.	Tasks Priced Individually	
TOTAL Ex VAT:			

CALL-OFF INITIAL PERIOD:

3 years (Option Years 1+1)

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

Framework Ref: RM6329

Project Version: v1.0

Model Version: v3.10

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year (12 months) is £350,000.00.

For the purposes of this Order Form, the Parties acknowledge and agree that the residual liability cap referenced in Clause 11.2 ('the greater of £5 million or 150% of the Estimated Yearly Charges') for maximum liability that is not covered elsewhere in Clause 11, or within Joint Schedule 3 (Insurance Requirements) is set at £350,000.00 in aggregate. For the avoidance of doubt the term 'residual cap' refers to liabilities that have not been directly capped.

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

See Call-Off Schedule 5 (Pricing Details).

BUYER'S INVOICE ADDRESS:

DBS FINANCE
WALKER HOUSE EXCHANGE FLAGS
Liverpool,
MER,
United Kingdom
L2 3YL.

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S PROJECT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S SECURITY POLICY

[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS MEETING FREQUENCY

Performance reviews will be held every six months at the contractor's premises with relevant attendees from the Contractor and the Authority including (where required) Project Management, Engineering and Supply Chain Management.

Performance Review Meetings shall address and include, but not be limited to, key issues, risks and progress against the agreed delivery schedules and milestones.

PROGRESS REPORT FREQUENCY

Performance meeting minutes are to be collated by the Contractor and issued within five working days of each performance review, detailing:

- Tasking Agreement Form (TAF) progress
- GFE List
- Future tasking requirement(s)
- Date of Next Meeting

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

SERVICE CREDITS

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract.

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

