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

CALL-OFF REFERENCE: 710363450

THE BUYER: Ministry of Defence

BUYER ADDRESS Military Capability Delivery

Army Headquarters Blenheim Building Marlborough Lines Monxton Road

Andover SP11 8HT

THE SUPPLIER: Toyota Gibraltar Stockholdings Ltd

SUPPLIER ADDRESS: Toyota Gibraltar Stockholdings, 78 Queensway,

The Dockyard, P.O. Box 176, Gibraltar, GX11

1AA

REGISTRATION NUMBER: 56794

DUNS NUMBER: 565409018

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Simple Order Form is for the provision of the Call-Off Deliverables subject to the Standard Terms and dated **11 July 24**.

It is issued under the Framework Contract: RM6244.

CALL-OFF LOT(S): Lot 5

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Call-Off Deliverables - VEHICLE SPECIFICATION

	Vehicle Details		
Make	Toyota		
Model Description	Land Cruiser 78 Hardtop, AUTO EURO4 – RIGHT Hand Drive, 2-seater Ambulance, Model: GDJ78R-RJTRY SFX: K1 Drive Type: 4x4 Tyres: Radial Front: 225/95R16 6J TUBELESS Rear: 225/95R16 6J TUBELESS. Steel Suspensions: Front: Coil, Rear: Leaf Wheelbase LWB 2980 mm, Ground Clearance: 235 mm Weight: Kerb Weight: 2117kg, Gross Vehicle Weight: 3300kg, Payload: 1155kg Seats: 2-Seater. Front: 1+1 separate Material: Vinyl Dimensions: Length: 5130mm, Width: 1820mm, Height: 2100mm, Volume: 19.607m³ (all excluding accessories) Engine Model: 1GD-FTV(A) - 2755cc, Diesel (Tank 90+90l), 4 cylinders, BHP: 201, KW: 150, Cooling (Water), electrics 12 Volts No of doors 3		
Transmission	6 Speed, Automatic. Brakes: Front: Disc, Rear: Drum		
Fuel	Diesel		
Colour	White		
Optional Extras	Factory Options Included in Price:		

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- TGS Basic Life Support ambulance conversion
- Lockable storage (2 x drawers) in sink unit.
- Tinted heat reflective film for windows in rear compartment (5% visibility)
- Waste bin for ambulance rear door
- White cross/green background stickers fitted to side doors
- 2nd battery with split diode and battery holder (GDJ78 ambulance)
- Charger for double battery set up 70#
- Fuel pre-filter kit (incl. 2x spare filters)
- Supply 5x FS1001 Fleetguard spare diesel fuel filters
- Decals Fasten your Seat Belts (2) front and rear
- Decals No Smoking (2)
- Extra 12V socket mounted in front
- Extra 12V socket mounted in rear
- Over-head storage compartment (access from the patient compartment)
- Radio CD, AM/FM, MP3 player, Bluetooth, AUX jack & USB
- Transit safety box (to secure easily removable items)
- Vinyl spare wheel cover with TGS logo
- "Ambulance" lettering on reflective vinyl, set of 4, front (reversed), rear and sides
- Axle (front and rear) and gearbox breather extension kit
- USB 12V charging adapter with two ports & TGS Logo 2 External fixed working LED lamps with 60° tilt
- Auto-detachable shoreline electrical connector
- Flashing LED warning lights red/blue fitted at the front. sides and back

The Supplier shall provide familiarisation and/or demonstration of equipment/ vehicles, at time of collection/inspection, upon request.

TGS Ltd will provide the Authority with information/documentation (upon request) to support shipping arrangements, this may include (but will not be limited to) vehicle logbook and engine/chassis number(s).

Warranty Service: Kenya 36 months or 100000 Kms (whichever comes first).

Full Toyota warranty and after-sales service is included in the price of the vehicles supplied by Toyota Gibraltar Stockholdings Ltd (TGS).

A free pre-delivery inspection and the issue of the Toyota Warranty booklet will be carried out by the local Toyota Distributor. The main official Toyota Distributor is located in Nairobi. The Distributor will also carry out a 100 Km service check, free of charge except for lubricants, fluids or filters used, and will arrange the application of warranty if necessary.

Non-Toyota equipment fitted as a TGS option is not endorsed by Toyota and consequently shall not benefit from the Toyota warranty and warranty service. This non-Toyota equipment will be separately warranted by TGS who will match the conditions of the warranty of the original manufacturer. It is important that the Pre-Delivery Inspection (PDI) is carried out by the Toyota Distributor before the vehicle is put into operational use. Whilst all arrangements to carry out the PDI and warranty validation must be handled through the main distributor, the actual inspection and validation may be carried out at a choice of official dealerships located in Mombasa, Kisumu, Eldoret, Lokichoggio, Lodwar, Nakuru, Kitale, Nanyuki, Meru, Nyeri, Kericho.

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Conversion details	TGS Basic Ambulance Conversion, plus optional extras as outlined above.
Quantity	3

Call-Off Charges - VEHICLE PRICING

Base Vehicle Pricing				
Manufacturers Retail Price	<redacted></redacted>			
Percentage Discount Agreed	<redacted></redacted>			
Discounted Base Vehicle Price	<redacted></redacted>			
Pricing for other items				
Cost of Optional Extras	<redacted></redacted>			
Conversion Cost	<redacted></redacted>			
Cost of Registration & VED	<redacted></redacted>			
Cost of Delivery	<redacted></redacted>			
Total Vehicle Cost				
Total Cost	<redacted> (Total: 31,371,000 JPY)</redacted>			

DELIVERY

Delivery Requirements				
Requested Delivery Date	Delivery/Shipping Not Applicable. Vehicles to be collected by the Authority via Own Wheels (Incoterms 2020). TGS to ensure vehicles are fully assembled, ready for inspection and testing by representatives of the Authority at the below address, no later than: 18/11/2024.			
Address	<redacted></redacted>			
Contact Name	<redacted></redacted>			
Telephone	<redacted></redacted>			
Email	<redacted></redacted>			

Optional Terms					
MOD	Х	HMRC	Scottish Law	Northern Irish Law	

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For and on behalf of the Supplier:		For and on behalf of the Buyer:		
Signature:	<redacted></redacted>	Signature:	<redacted></redacted>	
Name:	<redacted></redacted>	Name:	<redacted></redacted>	
Role:	SALES EXECUTIVE	Role:	Army Commercial MCD - SEO	
Date:	24/06/24	Date:	11/07/24	

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Annex A – Standard Terms

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. The Simple Order Form including the Call-Off Special Terms
- 2. Joint Schedule 1 (Definitions and Interpretation).
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 11 (Processing Data) the Buyer shall be the Controller and the Supplier the Processor
 - Call-Off Schedules
 - Call-Off Schedule 9 (Security) Annex A
 - Call-Off Schedule 17 (MOD Terms)
 - o Call-Off Schedule 23 (HMRC Terms)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, or 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: Addendum to Core Terms – Special Terms

Please note that the following terms supersede that which is stated within Clauses 3.2.3; 3.2.4; 3.2.10; 3.2.11 and 4.1 of the Core Terms:

- 3.2.3 The Supplier transfers risk of the Goods on Delivery and ownership of the Goods on payment for those Goods.
- 3.2.4 Risk in the Goods remains with the Supplier if the Buyer notices damage at the time of Delivery.

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- 3.2.10 The Supplier must indemnify the Buyer against the direct costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the in-build vehicle to an alternative customer. Cancellation terms for converted vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call Off Contract.
- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer or Requesting Body for the Charges in the Order Form.

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

PAYMENT METHOD

Payment for Supplier deliverables will be made via EXOSTAR <u>CP&F End to End Guide Including Exostar' (publishing.service.gov.uk)</u> Where the Supplier submits an invoice to the Authority in accordance with EXOSTAR instructions, the Authority will consider and verify that invoice in a timely fashion. The acceptance process will include a full inspection of the vehicles, ensuring full compliance with deliverables.

The Authority is mandated to use a General Accounting Rate (GAR), as set by HMRC, to calculate any currency conversion. The current GAR for conversion from GBP to JPY is 1GBP = 192,6387 JPY. This rate will be used, as necessary, to calculate any currency conversion.

BUYER'S INVOICE ADDRESS:

Army Commercial
Army HQ, Blenheim Building
Marlborough Lines
Monxton Road
Andover
Hampshire
SP11 8HJ