

## Direct award Order Form Template

**CALL-OFF REFERENCE:** 702223450

**THE BUYER:** Ministry of Defence

**BUYER ADDRESS:** Defence Digital, Building 405, Spur B2, MOD  
Corsham, Westwells Road, Corsham, Wilts, SN13  
9NR

**SUPPLIER REFERENCE** RM3808- Lot 11 - Radiocomms - LMR - DMR Radio  
Devices and Systems

**THE SUPPLIER:** Radiocomms Systems Limited

**SUPPLIER ADDRESS:** Unit 3 The Chase Centre, 8 Chase Road Park  
Royal, London, NW10 6QD

**REGISTRATION NUMBER:** 04544886

**DUNS NUMBER:** 732711663

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17<sup>th</sup> December 2021

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

**CALL-OFF LOT(S):**  
Lot 11 – Radio 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) RM3808
3. The following Schedules in equal order of precedence:
  - Joint Schedules for framework reference number RM3808
    - Joint Schedule 2 (Variation Form)

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

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- Joint Schedule 3 (Insurance Requirements)
- ~~Joint Schedule 4 (Commercially Sensitive Information)~~
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for **702223450**
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - ~~Call-Off Schedule 3 (Continuous Improvement)~~\_\_\_\_\_
  - 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)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 11 (Installation Works)
  - ~~Call-Off Schedule 12 (Clustering)~~\_\_\_\_\_
  - ~~Call-Off Schedule 13 (Implementation Plan and Testing)~~\_\_\_\_\_
  - 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)
  - ~~[Call-Off Schedule 19 (Scottish Law)]~~\_\_\_\_\_ }
  - Call-Off Schedule 20 (Call-Off Specification)
  - ~~Call-Off Schedule 21 (Northern Ireland Law)~~\_\_\_\_\_

4. CCS Core Terms (version 3. 0.4)

5. Joint Schedule 5 (Corporate Social Responsibility)

6. Call-Off Schedule 22 (Supplier-Furnished Terms)

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

8. Joint Schedule 5 (Corporate Social Responsibility)

9. Call-Off Schedule 22 (Supplier-Furnished Terms)

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

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10. 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 START DATE** 11<sup>th</sup> January 2022

**CALL-OFF EXPIRY DATE** 10<sup>th</sup> January 2027

**CALL-OFF INITIAL PERIOD** 5 Years

**CALL-OFF OPTIONAL EXTENSION PERIOD** 2 x 12 Months

### **MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION**

30 Working Days.

### **CATALOGUE SERVICE OFFER REFERENCE:**

RM3808- Lot 11 - Radiocomms - LMR - DMR Radio Devices and Systems

### **CALL-OFF DELIVERABLES**

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

### **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 £1,400,000.00

### **CALL-OFF CHARGES**

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 of Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

### **REIMBURSABLE EXPENSES**

Not recoverable

### **PAYMENT METHOD**

Payment will be made via BACS Transfer, via the Contracting, Purchasing and Finance (CP&F) / Exostar Platform.

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

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The Supplier shall issue electronic invoices upon delivery (for equipment) and quarterly in arrears (for Services). In accordance with Clause 4.4 of the Framework Core Terms, the Buyer will pay the Supplier within 30 calendar days of receipt of a valid, undisputed invoice.

All invoices must include the Contract number **702223450** and CP&F Purchase Order Number as agreed when individual orders are placed.

Invoice(s) will be uploaded to CP&F/Exostar upon delivery of the relevant services/deliverables, within 90 days.

### BUYER'S INVOICE ADDRESS:

Via Exostar/CP&F

### BUYER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]

Role: Senior Commercial Officer - [REDACTED]

Email Address: [REDACTED]@mod.gov.uk

Address: Strategic Command, Spur [REDACTED], Building 405, MoD Corsham, Westwells Road, Corsham, Wiltshire, SN13 9NR

### BUYER'S ENVIRONMENTAL POLICY

Document Name: Management of environmental protection in defence (JSP 418); version dated 20 October 2016

available online at: <https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual>

### ADDITIONAL INSURANCES

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

### GUARANTEE

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

### STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

~~Part A (Staff Transfer At Start Date — Outsourcing From the Buyer)~~

~~Part B (Staff Transfer At Start Date — Transfer From Former Supplier)~~

Part C (No Staff Transfer On Start Date)

Part D (Pensions)

- Part D Annex D1 (CSPS)

- Part D Annex D2 (NHSPS)

- Part D Annex D3 (LGPS)

- Part D Annex D4 (Other Schemes) D1 (CSPS), D2 (NHSPS), or D3 (LGPS)

- Part E (Staff Transfer on Exit) will apply to every Contract.

Framework Ref: RM3808

Project Version: v1.1

Model Version: v3.2

## **SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the Social Value Commitments in Call-Off Schedule 4 (Call-Off Tender)

## **QUALITY PLAN**

Not applicable when the Call-Off Contract is awarded through a direct award procedure. However Quality Assurance is required, as follows:

- No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. Certificate of Conformance shall be provided in accordance with DEFCON 627
- Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements - Concessions.
- Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.

## **MAINTENANCE OF ICT ENVIRONMENT**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

## **BUSINESS CONTINUITY AND DISASTER RECOVERY**

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply

## **SECURITY REQUIREMENTS**

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply

## **BUYER'S SECURITY POLICY**

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

## **INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

Not applicable

## **CLUSTERING**

Not applicable

## **SERVICE LEVELS AND SERVICE CREDITS**

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits).

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

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The required Service Maintenance Level is Level 4

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is one (1) Month

### **PERFORMANCE MONITORING**

Additional performance monitoring required:

Yes

2 – 20210622 – PMR Statement Of Requirements (SOR) - OS

3 – 20210304 - PMR System Requirements Document (SRD) (V0.2) – OS

### **SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Managing Director

[REDACTED]@Radiocomms.co.uk

Unit 3 Chase Centre, 8 Chase Road, Park Royal, London, NW10 6QD

### **SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

Managing Director

[REDACTED]@Radiocomms.co.uk

Unit 3 Chase Centre, 8 Chase Road, Park Royal, London, NW10 6QD

### **PROGRESS REPORT FREQUENCY**

Customer Usage Reports – On the first Working Day of each calendar month

Performance Reports – Quarterly, On the first Working Day of the respective calendar month

### **PROGRESS MEETING FREQUENCY**

Bi-annually – dates to be agreed between both parties.

### **OPERATIONAL BOARD**

Not applicable

### **KEY STAFF**

[REDACTED]

Managing Director

[REDACTED]@radiocomms.co.uk

Unit 2 & 3 Chase Centre, 8 Chase Road, Park Royal, London, NW10 6QD

[REDACTED]

Senior Project Manager

[REDACTED]@radiocomms.co.uk

Unit 2 & 3 Chase Centre, 8 Chase Road, Park Royal, London, NW10 6QD

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not Applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	██████████	Name:	██████████
Role:	Managing Director	Role:	Senior Commercial Officer
Date:	11/01/2022	Date:	19/01/2022