

Direct award Order Form Template

CALL-OFF REFERENCE: 706959451

THE BUYER: Ministry of Defence

BUYER ADDRESS: RAF Digital [REDACTED]

SUPPLIER REFERENCE RM3808- Lot 11 - Radiocombs - LMR - DMR Radio Devices and Systems – Jan 23 Vsn.1

THE SUPPLIER: Radiocombs 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 28th March 2023

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)
- Joint Schedule 3 (Insurance Requirements)
- ~~Joint Schedule 4 (Commercially Sensitive Information)~~

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

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- 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 **706959451**
 - 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 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

7. Joint Schedule 5 (Corporate Social Responsibility)

8. 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 28th March 2023

CALL-OFF EXPIRY DATE 29th March 2025

CALL-OFF INITIAL PERIOD 2 Years

CALL-OFF OPTIONAL EXTENSION PERIOD N/A

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

30 Working Days.

CATALOGUE SERVICE OFFER REFERENCE:

5 - RM3808- Lot 11 - Radiocomms - LMR - DMR Radio Devices and Systems – Jan 23 Vsn.1

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

██████████

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.

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 **706959451** and the individual CP&F Purchase Order Number (raised when 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: Claire Howard

Role: Senior Commercial Officer - UKStratCom

Email Address: claire.howard@mod.gov.uk

Address: Strategic Command, 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.

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
- No Deliverable Quality Plan is required reference DEFCON 602B 12/06.
- Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.
- Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.
- Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

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.

Supplier will adhere to DEFCON 658 – Cyber.

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

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

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

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 – 20230217 - Ctt 706959451- Statement Of Requirements (SOR) for RAF Digital – O

3 - 20230217 - Ctt 706959451 - 1st to 4th line support – O

SUPPLIER'S AUTHORISED REPRESENTATIVE

Mark Blythe
Managing Director

[REDACTED]

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

SUPPLIER'S CONTRACT MANAGER

Mark Blythe
Managing Director

[REDACTED]

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 – Bi-Annually, 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

Mark Blythe
Managing Director

[REDACTED]

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

Andy Johnson

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

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Senior Project Manager
[REDACTED]

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

Paul Jenkins
Senior Account Manager
[REDACTED]

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:	[REDACTED]	Signature:	[REDACTED]
Name:	Mark Blythe	Name:	Claire Howard
Role:	Managing Director	Role:	Senior Commercial Officer
Date:	28/03/2023	Date:	28/03/2023