

## DPS Schedule 6 (Order Form Template and Order Schedules)

### Order Form

ORDER REFERENCE: **712831457B**

THE BUYER: **Ministry of Defence**

BUYER ADDRESS **MOD Abbey Wood (South), Maple 1A #2124  
NH3, Bristol, BS34 8JH**

THE SUPPLIER: **TCP GROUP**

SUPPLIER ADDRESS: **Quayside Industrial Park, Maldon, CM9 5FA**

REGISTRATION NUMBER: **02373851**

DUNS NUMBER: **529 3897 95**

DPS SUPPLIER REGISTRATION SERVICE ID:

#### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 17/12/2024. It's issued under the DPS Contract with the reference number RM6313 for the provision of **Project Santa Ana**.

#### DPS FILTER CATEGORY(IES):

End to end Service  
Servicing, Maintenance and Support

#### ORDER SPECIAL TERMS

Please see Section 5 of the Contract Management Plan for the full Project specific DEFCONs that are incorporated into this Order Contract.

#### CONTRACT STRUCTURE OPTIONS

The following Parts of this Order Form apply to the Order Contract. Any unchecked Parts **do not** apply to the Order Contract:

<b>Part A</b> (DPS Core Terms Order Contract)	<input checked="" type="checkbox"/>
<b>Part B</b> (Industry Terms Order Contract)	<input type="checkbox"/>
<b>Part C</b> (Updates to Industry Terms Order Contracts)	<input type="checkbox"/>

**ORDER FORM PART A****DPS CORE TERMS ORDER CONTRACT**

This Part A shall apply only if selected in the Contract Structure Options section above.

**ORDER INCORPORATED TERMS**

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- This Order Form including the Order Special Terms and Order Special Schedules.
- Joint Schedule 1 (Definitions and Interpretation) **RM6313**
- The following Schedules in equal order of precedence:
- Joint Schedules for **RM6313**
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 7 (Financial Difficulties) [including Annex 5 – Optional Terms for Bronze Contracts]"
  - Joint Schedule 8 (Guarantee)
  - Joint Schedule 9 (Minimum Standards of Reliability)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 12 (Supply Chain Visibility)
- Order Schedules for **712831457B**
  - Order Schedule 1 (Transparency Reports)
  - Order Schedule 2 (Staff Transfer)
  - Order Schedule 3 (Continuous Improvement)
  - Order Schedule 7 (Key Supplier Staff)
  - Order Schedule 9 (Security)
  - Order Schedule 10 (Exit Management)
  - Order Schedule 13 (Implementation Plan and Testing)
  - Order Schedule 14 (Service Levels)
  - Order Schedule 15 (Order Contract Management)
  - Order Schedule 16 (Benchmarking)
  - Order Schedule 17 (MOD Terms)
  - Order Schedule 20 (Order Specification)
- CCS Core Terms (DPS version) v1.0.3
- Joint Schedule 5 (Corporate Social Responsibility) **RM6313**

- Order Schedule 4 (Order Tender) as long as any parts of the Order 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 Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER START DATE: 06/01/2025

ORDER EXPIRY DATE: 30/07/2025 [ if optional extensions are NOT exercised and invoked]

30/07/2026 [if Maximum number options are exercised and invoked – Subject to approval] – Earlier if maximum number of options are not invoked.

ORDER PERIOD: 0 Years, 6 Months[ if optional extensions are NOT exercised and invoked]

0 Years, 18 Months [if Maximum options are exercised and invoked– Subject to approval] – Earlier if maximum number of options are not invoked.

## DELIVERABLES

As per Deliverables detailed within the Statement of Requirements

## MAXIMUM LIABILITY

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

The 6-month Charges used to calculate liability in the first Contract Year is £75,600.00.

## ORDER CHARGES

The Charges for the Deliverables

The total fixed charges for the deliverables are £75,600.00 plus a not to exceed amount of £108,198.00 if optional extensions are invoked (not guaranteed and subject to Authority Approval)  
payable as per the below Milestone Payment Plan:

Milestone Payment Plan	Completion Date	Value (GBP) Fixed
Milestone 1: End of Phase 1 (Setup)	No later than 30 calendar days from Contract Commencement.	(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE)
Milestone 2: End of Phase 2 (Operations within core period 6 months)	As per Supplier's proposed schedule, No later than 180 calendar days from Contract Commencement.	(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE)
Milestone 3: End of Phase 3 (Reliability and Decommissioning)	No later than 180 calendar days from Contract Commencement if no optional extension is taken up.  This shall be postponed by 2 months for every optional extension period chosen.	(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE)
<b>TOTAL</b>		<b>£75,600.00</b>
<b>Milestone 4 (a, b, c, d ,e and f): End of Phase 2 (Operation extension)</b>  <b>No later than 60 calendar days from previous milestone. When advised by the Authority if exercised (subject to approval and not guaranteed)</b>		<b>Subject to Authority discretion if maximum optional extensions are invoked – these extension periods will not EXCEED £108,198.00</b>
<b>Total Value of Contract not to exceed (including optional extensions (if exercised and invoked)</b>  <b>Maximum amount not to exceed (amount will be less if maximum number of options are not invoked)</b>		<b>£183,798.00</b>
<b>Total Value of Contract (if optional extensions are not exercised and the contract naturally expires after 6 months)</b>		<b>£75,600.00</b>

### **Optional Extension Pricing**

**Please note the Optional Extension is not guaranteed and will be subject to Authority discretion and notification to the supplier.**

**The value of the extension period is a not to exceed amount, if the maximum number of options are invoked. This value may be less if fewer options are invoked. The maximum value is not guaranteed if the optional extension period is invoked and fewer options are exercised.**

### **REIMBURSABLE EXPENSES**

None

### **PAYMENT METHOD**

The payment method for this Call-Off Contract is via the Contract, Purchasing & Finance system (CP&F), as is mandatory for all MoD payments as per DEFCON 522 (Edition 11/21) Payment and Recovery of Sums Due.

### **BUYER'S INVOICE ADDRESS:**

Ministry of Defence  
DBS Finance  
Walker House, Exchange Flags  
Liverpool,  
L2 3YL

### **BUYER'S AUTHORISED REPRESENTATIVE**

Project Manager

**(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE)**

### **BUYER'S ENVIRONMENTAL POLICY**

Available online at: <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

### **BUYER'S SECURITY POLICY**

Short form Security Requirements

**And**

The supplier will be required to hold BPSS minimum security clearance which is the recognised standard for the pre-employment screening of individuals with access to government assets

[United Kingdom Security Vetting: Applicant - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/united-kingdom-security-vetting/united-kingdom-security-vetting)

SUPPLIER'S AUTHORISED REPRESENTATIVE

Project Manager

(REDACTED FOR SECURITY PUPPOSES - OFFICIAL SENSITIVE)

SUPPLIER'S CONTRACT MANAGER

Project Manager

(REDACTED FOR SECURITY PUPPOSES - OFFICIAL SENSITIVE)

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

Monthly to be confirmed and arranged between the Authority and Supplier upon contract award.

KEY STAFF

Head of Marketing & Communications

(REDACTED FOR SECURITY PUPPOSES - OFFICIAL SENSITIVE)

KEY SUBCONTRACTOR(S)

Not applicable

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)]

ORDER FORM SIGNATURE PAGE

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE	Signature:	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE
Name:	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE	Name:	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE
Role:	Head of Marketing & Communications	Role:	Senior Commercial Manager  UK Strat Com   Defence Support   Support Operations
Date:	18 <sup>th</sup> December 2024	Date:	20 December 2024