

C17702 Backscatter X-Ray Award Form

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	Secretary of State for the Home Department (the Buyer). Its offices are on: 2 Marsham Street London SW1P 4DF United Kingdom
2.	Supplier	Name: Rapiscan Systems Limited Address: One, New Change, London EC4M 9AF Registration number: 2755398 SID4GOV ID: [REDACTED]
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables valued at £[REDACTED].
4.	Contract reference	C17702
5.	Deliverables	Supply, Maintenance and Decommissioning of 5 number Backscatter X-Ray vehicles. See Schedule 4 (Tender) for further details.
6.	Start Date	16 th November 2020
7.	End Date	16 th November 2022
8.	Extension Period	12 months from End Date.
9.	Incorporated Terms (together these documents form the 'the Contract')	The following documents are incorporated into the Contract. Where numbers are missing, we are not using these Schedules. If the documents conflict, the following order of precedence applies: 1. This Award Form 2. Any Special Terms (see Section 10 Special Terms in this Award Form) 3. Core Terms 4. Schedule 1 (Definitions) 5. Schedule 20 (Processing Data) 6. The following Schedules (in equal order of precedence):

		<ul style="list-style-type: none"> ● Schedule 2 (Specification) ● Schedule 3 (Charges) ● Schedule 5 (Commercially Sensitive Information) ● Schedule 6 (Transparency Reports) ● Schedule 7 (Staff Transfer) ● Schedule 8 (Implementation Plan & Testing) ● Schedule 10 (Service Levels) ● Schedule 11 (Continuous Improvement) ● Schedule 13 (Contract Management) ● Schedule 14 (Business Continuity and Disaster Recovery) ● Schedule 16 (Security) ● Schedule 17 (Clustering) ● Schedule 19 (Cyber Security) ● Schedule 21 (Variation Form) ● Schedule 22 (Insurance Requirements) ● Schedule 24 (Financial Difficulties) ● Schedule 25 (Rectification Plan) ● Schedule 26 (Corporate Social Responsibility) ● Schedule 27 (Key Subcontractors) ● Schedule 28 (ICT Services) ● Schedule 29 (Key Supplier Staff) ● Schedule 30 (Exit Management); and <p>7. Schedule 4 (Tender), as long as any part of the Tender that offers a better commercial and legal position for the Buyer takes precedence over the documents above.</p>
<p>10.</p>	<p>Special Terms</p>	<p>Special Term 1 – Non-exclusivity</p> <p>1.1 The Supplier acknowledges that:</p> <p>(a) the Buyer is not obliged to purchase any Goods or Services from the Supplier under this Contract;</p> <p>(b) the Buyer makes no representation as to the number, type, or value of Goods or Services, that it may purchase, from the Supplier under this Contract; and</p> <p>(c) the Supplier cannot prevent the Buyer from purchasing from any third party any Good or Services, that are the same or similar to the Goods or Services referred to in this Contract.</p>

		<p>Special term 2 – Enhanced Network Capability</p> <p>2.1 The Supplier acknowledges that:</p> <p>(a) any potential need, identified by the Buyer, for the capability to be upgraded (such as enhancement to current network capability) shall be managed in accordance with the Variation Procedure.</p>
11.	Buyer's Environmental Policy	Not Applicable
12.	Buyer's Security Policy	Schedule 16 - Security Policy Framework - https://www.gov.uk/government/publications/security-policy-framework
13.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with social value commitments.
14.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5
15.	Charges	<p>Total Charges £ [REDACTED] as detailed within Schedule 3 (Charges).</p> <p>All charges are fixed for the full Contract duration, including the Maintenance period of 10 years with no indexation.</p>
16.	Reimbursable expenses	None
17.	Ordering and Payment method	<p>All orders for Goods and Services will be made via this Award Form.</p> <p>Any subsequent orders for Goods and Services will be subject to the terms and conditions of the Contract.</p> <p>Payment for Goods and Services shall be made in accordance with Appendix 1.</p> <p>Payment against milestones will be subject to receipt of appropriate authorised vesting certificate in the form provided within Appendix 2.</p>
18.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is as detailed in Schedule 10 (Service Levels)</p>

		The Service Period is 3 Months A Critical Service Level Failure is as detailed in Schedule 10 (Service Levels)
19.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
20.	Liability	Detailed within Core Terms clause 11.1 (Liability).
21.	Cyber Essentials Certification	Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
22.	Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer as detailed in the Contract. Progress Meetings regarding delivery of the Goods shall be held two weeks prior to delivery of the order of Goods and this Progress Meeting shall be conducted via telephone. The Supplier shall provide the Buyer with a Progress Report mid-way through the delivery period of each Goods and Services order.
23.	Guarantee	Not applicable
24.	Supplier Contract Manager	Pre SAT: [REDACTED] UK, Africa & Ireland Manager [REDACTED] Mobile: [REDACTED] Post SAT: [REDACTED] EMEA Field Service Delivery Manager [REDACTED] Mobile: [REDACTED]
25.	Supplier Authorised Representative	[REDACTED] EMEA Field Service Delivery Manager [REDACTED] Mobile: [REDACTED]

<p>26.</p>	<p>Supplier Compliance Officer</p>	<p>[REDACTED]</p> <p>Senior Manager, Corporate Compliance (EMEA) OSI Systems, Inc.</p> <p>[REDACTED]</p> <p>Office: [REDACTED]</p> <p>Mobile: [REDACTED]</p>
<p>27.</p>	<p>Supplier Data Protection Officer</p>	<p>[REDACTED]</p> <p>Vice President, Corporate Compliance OSI Systems, Inc.</p> <p>[REDACTED]</p> <p>Office: [REDACTED]</p> <p>Mobile: [REDACTED]</p>
<p>28.</p>	<p>Supplier Marketing Contact</p>	<p>[REDACTED]</p> <p>UK, Africa & Ireland Manager</p> <p>[REDACTED]</p> <p>Mobile: [REDACTED]</p>
<p>29.</p>	<p>Key Subcontractors</p>	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered) [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Registration number (if registered) [REDACTED]</p> <p>Role of Subcontractor [Maintenance support to chassis of vehicles]</p>
<p>30.</p>	<p>Buyer Authorised Representative</p>	<p>[REDACTED]</p> <p>Assistant Commercial manager</p> <p>[REDACTED]</p> <p>Mobile: [REDACTED]</p>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	██████████	Name:	██████████
Role:	Contract Manager	Role:	Commercial Specialist
Date:	13 th November 2020	Date:	13 th November 2020

Appendix 1

INVOICING AND PAYMENT

Invoicing

1. The Supplier is required to invoice a Buyer for the ordered Goods and Services separately.
2. The Supplier shall supply, either on the invoice itself or on an accompanying schedule, a schedule showing:
 - a) For the Goods invoice - the dates of delivery of the relevant Ordered Goods (in respect of Ordered Goods invoices) and/or
 - b) For the Maintenance Service invoice - visits conducted during the billing period and the location, serial numbers, machine details and engineers reports of the ordered Goods serviced (in respect of ordered Services invoices).
3. The Supplier shall submit an electronic copy of the invoice, and any accompanying schedule and/or certificate, to the Buyer within ten [10] Working Days of the end of the period to which it relates.
4. The Supplier shall provide a copy of any invoice which it issues to any Cluster Member to the Buyer Authorised Representative, at the same time as such invoice is issued to the relevant Cluster Member.

General

5. The Supplier shall only submit an invoice once the Goods and/or milestones have been provided/achieved in full for each Order and for the Services, when the annual Maintenance Service Charge is due.
6. Invoices shall include (without limitation) the following details:
 - a) The date of the invoice;
 - b) A unique invoice number;
 - c) The period to which the relevant Charges relate
 - d) The correct reference for this Contract
 - e) The Purchase Order number provided by the Buyer;
 - f) The building name and full address of delivery of the Goods;

- g) Details of any Service Credits that shall apply to the Charges detailed on the invoice;
- h) Details of ordered Goods/Services provided;
- i) Full cost breakdown;
- j) VAT Registration number.
- k) Contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
- l) Banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

7. Home Office invoices should initially be sent to:

- a) For the Goods – Detection Services Programme at the following e-mail address [REDACTED] (the Buyers Authorised Representative) which may be amended by the Buyers Authorised Representative from time to time.
- b) For the Maintenance Service Charge - Border Force Operations Logistics at the e-mail address to be notified to the Supplier by the Buyers Authorised Representative and which may be amended by the Buyers Authorised Representative from time to time.

for approval. All queries related to invoicing should also be directed here.

8. Following approval at 7 above, Home Office invoices shall be submitted by the Supplier to:

WL Phoenix-HO5015 FLO.

Home Office Shared Services.

HO Box 5015

Newport

Gwent

NP20 9BB

Tel: [REDACTED]

Email: [REDACTED]

9. Cluster Member's invoices shall be submitted to the address shown on the relevant Order Form.
10. The Supplier may be required to submit additional evidence acceptable to the Buyer in order to verify an invoice submitted to the Buyer for payment. Should the Supplier not comply with this requirement, the Buyer shall be entitled to deduct the invoiced value of the element(s) not supported by acceptable evidence from any payment. Such deduction shall only be reinstated once the Buyer, acting reasonably, has received the relevant evidence from the Supplier.
11. In the event that either the Buyer or the Supplier determines that there is a discrepancy or an apparent discrepancy on the Supplier's invoice the Buyer shall either:
 - a) disregard the discrepancy for initial payment purposes and request that the Supplier issue a credit note for the Buyer's use against a subsequent invoice (or invoices); or
 - b) request that the Supplier withdraw its payment application through issue of a credit note and resubmit with the discrepancy resolved.

Payment Terms

12. The Supplier shall accept payment by Bankers Automated Clearing Service (BACS).
13. Payments will be made by the Buyer in GBP/Sterling. Fluctuations in currency will be at the Supplier's risk.

Vesting Certificate

Full name: Vesting certificate (goods, plant or materials).

[ON HEADED NOTEPAPER OF CONTRACTOR OR SUB-CONTRACTOR]

[ADDRESSEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear Sirs,

Vesting Certificate in relation to [Interim [Certificate OR Payment] No.] OR [OTHER IDENTIFYING DESCRIPTION]

In consideration of the payment of £1, receipt of which we acknowledge, we write in relation to the ownership of certain off-site plant, materials, goods and items.

1. This letter relates to the following:
 - 1.1 A [sub- **OR** goods and services] contract between us dated [DATE] (**Contract**).
 - 1.2 The Contract is to be performed at [DESCRIPTION OF PROPERTY] (**Property**).
 - 1.3 The Contract relates to [DESCRIPTION OF WORKS], as more particularly described in the Contract (**Works**).
 - 1.4 The items listed in the appendix to this letter (Annex A), as also described in the Contract (**Listed Items**).

Prior to their delivery to (or adjacent to) the site of the Works (**Site**), we have applied for payment in relation to the Listed Items in an interim [certificate **OR** payment **OR** application]. We warrant that the Listed Items:

2. Have been manufactured or prepared and are [substantially] ready for incorporation in the Works and are intended to be incorporated in the Works.
3. Are our absolute and unencumbered property. However, on payment of the interim [certificate **OR** payment] referred to in this letter, under and in accordance with the Contract, they will immediately become your absolute and unencumbered property. At that time, we, our sub-contractors, suppliers, servants and agents and any other third party shall have no property in any part or all of them, no claim to part or all of them and no lien or charge over part or all of them.
4. Are in accordance with the Contract. [In the event that they are not in accordance with the Contract, we acknowledge that you may reject them and instruct us that they shall immediately re-vest in us and be entirely at our risk.]
5. [Are referred to in a bond, which we have executed and delivered to you in accordance with the Contract.]
6. Are, at our cost, insured against loss or damage for their full value under a policy of insurance protecting our interests and your interests, in our and your joint names, in respect of the [Specified Perils **OR** DEFINED TERM/DESCRIPTION FROM CONTRACT] (as [defined **OR** referred to] in the Contract) for a period no shorter than the period from the date of payment of the interim [certificate **OR** payment] to the date of delivery of the Listed Items to (or adjacent to) the Site. Upon [reasonable] request, we shall provide you, your servants or agents with a copy of the relevant insurance policy and/or allow you, your servants or agents to inspect the original insurance policy that effects such insurance.
7. At the premises where they have been manufactured or assembled or are stored, clearly identify that they are:
 - 7.1 held to your order (or to the order of another person, whom you have notified to us);
 - 7.2 to be delivered to (or adjacent to) the Site; and we confirm that they:
 - 7.3 are set apart;
 - 7.4 have been clearly and visibly marked, individually or in sets, in a manner agreed between us, in a way that such marks will remain legible until they are delivered to (or adjacent to) the Site; and
 - 7.5 will be stored to your [reasonable] satisfaction.

8. Will be delivered to (or adjacent to) the Site to suit the agreed programme for the Works. In the event of the termination of the Contract or our employment under the Contract for any reason (including, without limitation, our insolvency or breach of contract), we shall, at our cost, deliver them to (or adjacent to) the Site or to an alternative [reasonable] location for the purposes of storage, as instructed by you. If we fail to promptly perform that delivery, you may enter any premises and, at our cost, collect them and take them to (or adjacent to) the Site or to any [reasonable] location for the purposes of storage.
9. May be inspected at any time [on reasonable notice] by you, your servants or agents.

For the purposes of this letter, you and we have agreed that:

10. A person who is not a party to this letter shall not have any rights under or in connection with it, but you may assign the benefit of this letter to any person to whom you [validly] assign the benefit of the Contract, provided that such assignment takes place at the same time (and to the same person) as the assignment of the benefit of the Contract or at the same time (and to the same person) as a novation of the Contract. Any reference to you in this letter includes your permitted assignees.
11. Any notice sent under this letter shall be sent in accordance with the Contract.
12. In the event of any dispute or difference under this letter, that dispute or difference shall be settled in the same way as a dispute or difference under the Contract and shall be subject to the same governing law and jurisdiction as the Contract.
13. This letter is without prejudice to the terms of the Contract, which shall continue to be binding and of full effect and shall not be amended, waived or affected by this letter.
14. [Without prejudice to the previous paragraph of this letter, we shall indemnify and hold you harmless from all costs, claims, demands, losses and expenses of whatsoever nature arising from any breach or non-observance of any of the terms contained in this letter.]

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,

.....

[NAME OF SENDER]

We hereby acknowledge receipt and accept the contents of this letter

Signed
[NAME OF RECIPIENT]

Date

Annex A Listed Items

Item	Description	Mark	Value
[]	[]	[]	[]
[]	[]	[]	[]
[]	[]	[]	[]

These Listed Items are held/stored at: [LOCATION].