

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

PART B: Direct award Order Form Template

CALL-OFF REFERENCE: 701431376

THE BUYER: Ministry of Defence – Defence Digital

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

SUPPLIER REFERENCE RM3808 Lot 11 Radiocomms Motorola Connect+ & TETRA – Item Classification: 43191510

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

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8th January 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)
 - 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 **701431376**
 - 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

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 SPECIAL TERMS

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

CALL-OFF START DATE 8th January 2021

CALL-OFF EXPIRY DATE 31st March 2021

CALL-OFF INITIAL PERIOD 3 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 2 x 3 Month periods

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

30 Working Days

CATALOGUE SERVICE OFFER REFERENCE: RM3808 Lot 11 Radiocomms
Motorola Connect+ & TETRA – Item Classification: 43191510

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

Option B: See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in 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 (in arrears). 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.

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

Crown Copyright 2018

Invoices shall be sent electronically to **Claire Howard and/or Richard Artus**.

All invoices must include the Contract number 701431376 and CP&F Purchase Order Number

Invoice(s) will be sent to the Buyer upon delivery of the relevant services/deliverables, within 90 days.

BUYER'S INVOICE ADDRESS:

Name: Claire Howard

Role: Commercial Manager

Email Address: claire.howard864@mod.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

Name: Claire Howard

Role: Commercial Manager

Email Address: claire.howard864@mod.gov.uk

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

BUYER'S ENVIRONMENTAL POLICY

Document Enclosed:

20201231-SRD_PMR_Support_Contact_for_Cyprus_and_Gibraltar_SRD-O

Relevant Sections: Appendix I and Appendix J

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.

SOCIAL VALUE COMMITMENT

Not applicable

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.

QUALITY PLAN

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

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).

The required Service Maintenance Level is **Level 1**

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

The Service Period is one (1) Month

SUPPLIER'S AUTHORISED REPRESENTATIVE

Mark Blythe

Managing Director

Mark.blythe@Radiocomms.co.uk

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

SUPPLIER'S CONTRACT MANAGER

Mark Blythe
Managing Director
Mark.blythe@Radiocomms.co.uk
Unit 3 Chase Centre, 8 Chase Road, Park Royal, London, NW10 6QD

PROGRESS REPORT FREQUENCY

On the first Working Day following a system Health Check

PROGRESS MEETING FREQUENCY

Bi-Annually (should the Option Period(s) be invoked)

OPERATIONAL BOARD

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

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable – No sub-contractors will be used.

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	Mark Blythe	Name:	Claire Howard
Role:	Managing Director	Role:	Commercial Officer
Date:	06/01/2021	Date:	8 th January 2021

PART A: Further Competition Order Form Template

CALL-OFF REFERENCE: _____ Buyer's contract reference number

THE BUYER: _____ Buyer's name

BUYER ADDRESS _____ Business address

SUPPLIER REFERENCE _____ Supplier's reference number

THE SUPPLIER: _____ Name of Supplier

SUPPLIER ADDRESS: _____ Registered address (if registered)

REGISTRATION NUMBER: _____ registration number (if registered)

DUNS NUMBER: _____ If known

SID4GOV ID: _____ If known

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated date of issue].

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

CALL-OFF LOT(S):

the relevant lot numbers

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)
 - Joint Schedule 6 (Key Subcontractors)
 - [Joint Schedule 7 (Financial Difficulties)]
 - [Joint Schedule 8 (Guarantee)]

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

Crown Copyright 2018

- ~~○ [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 [Insert Call-Off reference number]~~
 - ~~○ 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]~~

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 SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

terms to revise or supplement Core Terms, Joint Schedules, Call-Off Schedules; or none}

[Special Term 1 _____]

[Special Term 2 _____]

[Special Term 3 _____]

[None]

CALL-OFF START DATE _____ **[Insert]** Day Month Year]

CALL-OFF EXPIRY DATE _____ **[Insert]** Day Month Year]

CALL-OFF INITIAL PERIOD _____ **[Insert]** Years/Months/Not Applicable]

CALL-OFF OPTIONAL EXTENSION PERIOD **[Insert]** Years/Month/Not Applicable]

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

[Insert] minimum period of notice]

CALL-OFF DELIVERABLES

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[Option B: 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

[Insert] Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

[Option A: **[Insert]** the Charges for the Deliverables]

[Option B: See details in Call-Off Schedule 5 (Pricing Details))

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

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

REIMBURSABLE EXPENSES

[Insert] Not recoverable]

[Or Insert] Recoverable as stated in the Framework Contract Schedule 3 (Framework Prices))

PAYMENT METHOD

[Insert] payment method(s) and necessary details]

BUYER'S INVOICE ADDRESS:

[Insert] name]

[Insert] role]

[Insert] email address]

~~[Insert address]~~

BUYER'S AUTHORISED REPRESENTATIVE

~~[Insert name]~~

~~[Insert role]~~

~~[Insert email address]~~

~~[Insert address]~~

BUYER'S ENVIRONMENTAL POLICY

~~[Insert details [Document name] [version] [date] [available online at:]]~~

~~[Or Insert [Appended at Call-Off Schedule X]]~~

ADDITIONAL INSURANCES

~~[Insert Not applicable]~~

~~[or Insert details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]~~

GUARANTEE

~~[Insert Not applicable]~~

~~[Or Insert The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)]~~

SOCIAL VALUE COMMITMENT

~~[Insert Not applicable]~~

~~[Or Insert 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)]~~

STAFF TRANSFER

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

~~[Delete if not applicable to the Call-Off Contract]~~

~~[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]~~

QUALITY PLAN

~~[Insert Not Applicable]~~

[Or Insert] The Supplier must provide the Buyer with a Quality Plan within **[x]** Working Days

MAINTENANCE OF ICT ENVIRONMENT

[Insert] Not Applicable

[Or Insert] The Supplier must provide a Maintenance Schedule to the Buyer for Approval within **[x]** Working Days

BUSINESS CONTINUITY AND DISASTER RECOVERY

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

[Or Insert] In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part B, the Supplier shall prepare and deliver a bespoke BCDR Plan for the Buyer's written approval at least **[x]** Working Days prior to the Start Date

SECURITY REQUIREMENTS

[Insert] In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies

[Or Insert] In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) applies

BUYER'S SECURITY POLICY

Security Policy Compliance required:

[Insert] Yes/No/Not Applicable

[Insert details] [Document name] [version] [date] [available online at:]

[Or Insert] [Appended at Call-Off Schedule **[X]**]

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

[Insert] Not Applicable

[Or Insert] In accordance with Call-Off Schedule 9 (Security) Part B (Long Form Security Requirements) the Buyer requires an ISMS but does not require a bespoke ISMS.]

[Or Insert] In accordance with Call-Off Schedule 9 (Security) Part B (Long Form Security Requirements) the Buyer requires a bespoke ISMS.]

CLUSTERING

[Insert] Not Applicable

[Or Insert] Deliverables shall also be provided for the benefit of the following Cluster Members:

[Name of Customer Member 1] [Services to be provided] [Duration] [Special Terms]

[Name of Customer Member 2] [Services to be provided] [Duration] [Special Terms]

SERVICE LEVELS AND SERVICE CREDITS

[Insert] Not applicable

~~[Or Insert Service Credits will accrue in accordance with Call-Off Schedule 14 Part A (Short Form Service Levels and Service Credits)]~~

~~[Or Insert 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 [Insert Level 1/Level 2/Level 3/Level 4]~~

~~[Or Insert details [Document name] [version] [date] [available online at:]]~~

~~The Service Credit Cap is: [Insert in accordance with Call-Off Schedule 14 (Service Levels)]~~

~~[Or Insert £value]—~~

~~The Service Period is [Insert [x] Month(s)]~~

PERFORMANCE MONITORING

~~Additional performance monitoring required:~~

~~[Insert Yes/No/Not Applicable]~~

~~[Insert details [Document name] [version] [date] [available online at:]]~~

~~[Or Insert Appended at Call-Off Schedule 14 Part C Annex 1]~~

SUPPLIER'S AUTHORISED REPRESENTATIVE

~~[Insert name]~~

~~[Insert role]~~

~~[Insert email address]~~

~~[Insert address]~~

SUPPLIER'S CONTRACT MANAGER

~~[Insert name]~~

~~[Insert role]~~

~~[Insert email address]~~

~~[Insert address]~~

PROGRESS REPORT FREQUENCY

~~[Insert report frequency: On the first Working Day of each calendar month]~~

PROGRESS MEETING FREQUENCY

~~[Insert meeting frequency: Quarterly on the first Working Day of each quarter]~~

OPERATIONAL BOARD

~~[Insert Not Applicable]~~

~~[Or Insert In accordance with Call-Off Schedule 15 (Call-Off Contract Management)~~

~~the Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are detailed below:~~

~~[Operational Board members] [Meeting frequency] [Location of board meetings]~~

~~[Planned start date]~~

KEY STAFF

~~[Insert Not Applicable]~~

~~Or~~

~~[Insert name]~~

~~[Insert role]~~

~~[Insert email address]~~

~~[Insert address]~~

KEY SUBCONTRACTOR(S)

~~[Insert name (registered name if registered)]~~

COMMERCIALLY SENSITIVE INFORMATION

~~[Insert Not applicable]~~

~~[Or Insert Supplier's Commercially Sensitive Information]~~

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	