

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

## Order Form Template

**CALL-OFF REFERENCE:** C25679 Control and Command Centre

**THE BUYER:** The Secretary of State for the Home  
Department(acting through the Home Office)

**BUYER ADDRESS:** The Secretary of State for the Home Department  
2 Marsham Street  
London  
SW1P 4DF

**SUPPLIER REFERENCE:** **NS300001\_October 2023**

**THE SUPPLIER:** Cinos Limited

**SUPPLIER ADDRESS:** Unit 4.9, Hitech,  
Frimley 4 Business Park,  
Frimley, GU16 7SG

**REGISTRATION NUMBER:** 6414023

**DUNS NUMBER:** 210969666

**SID4GOV ID:** 210969666

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31<sup>st</sup> October 2023.

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

### CALL-OFF LOT(S):

Lot 4b: Digital Communication Services (Unified Communications)

## **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) RM6116
3. Framework Special Terms (if any included).
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6116
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 5 (Corporate Social Responsibility)
    - Joint Schedule 7 (Financial Difficulties)
      - Annex 5 – Optional Terms for Bronze Contracts
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for C25679 Control and Command Centre
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
      - Bronze Contract as per paragraph 10 of Part A of that Schedule
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 11 (Installation Works)
    - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6116

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:

**Special Term 1** – Application of RM6116-NS3-Framework Award Form vFinal v1.1-1  
10. Framework Special Terms – where relevant to the agreed Terms in this Order Form.

|                |  |
|----------------|--|
| Special Term 1 | A new Clause 2.11 shall be added to the Core Terms:<br>“The Supplier shall operate the Catalogue in accordance with Framework Schedule 1 (Specification).”   |
| Special Term 2 | Clause 3.2.11 of the Core Terms shall be deleted and replaced with the following:<br><br>“Not used.”   |
| Special Term 3 | Clause 3.2.2 of the Core Terms shall be deleted and replaced with the following:<br><br>“Not used.”  |
| Special Term 4 | Clause 7.4 of the Core Terms shall be deleted and replaced with the following:<br><br>“If requested, the Supplier will provide a list of Supplier Staff needing access to the Buyer's Premises and say why access is required”   |
| Special Term 5 | Clause 8.7 of the Core Terms shall be deleted and replaced with the following:<br><br>“The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, those warranties and indemnities provided by third parties that are specifically associated with and particular to the Deliverables provided to the Buyer. Where any such warranties are held on trust, the Supplier shall enforce such warranties as required by the Buyer on the Buyer's behalf in order to provide the Services and shall do so in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.” |
| Special Term 6 | Core Terms Clause 11.2 – [REDACTED]<br>[REDACTED]  |

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

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|                 |   |
|-----------------|---|
| Special Term 7  | <p>Clause 14.1 of the Core Terms shall be deleted and replaced with the following:</p> <p>“The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).”</p>   |
| Special Term 8  | <p>Core Terms Clause 24.2 – add the following additional text at the end of the Clause :</p> <p>“If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn’t agree before the Impact Assessment began.”</p> |
| Special Term 9  | <p>Core Terms – add the following provision:</p> <p>“36. Telecoms Expense Management<br/>The Supplier shall provide without charge to a TEM Provider nominated by the Buyer the detailed invoice data for each Buyer in receipt of Deliverables in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Buyer, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause 15 (What you must keep Confidential).”</p>   |
| Special Term 10 | <p>Joint Schedule 5 – Corporate Social Responsibility</p> <p>The application of clause 3.1.8 within Joint Schedule 5 - Corporate Social Responsibility applies only in respect of Lot 1a</p>  |

|                 |   |
|-----------------|---|
| Special Term 11 | Clause 10.2.2 of the Core Terms shall be deleted and replaced with the following:<br><br>"Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form or 90 days (whichever is greater)." |
|-----------------|---|

**Special Term 2** – The Supplier will provide a full list of Sub-Contractors, Hardware products and any software that will be utilised throughout the Term of the contract. This is to ensure that none of these are in foreign ownership that may place the Buyer at risk.

**CALL-OFF START DATE:** 31<sup>st</sup> October 2023

**CALL-OFF EXPIRY DATE:** 31st December 2024

**CALL-OFF INITIAL PERIOD:** 1 year 2 months

**CALL-OFF OPTIONAL EXTENSION PERIOD:** 2 optional periods of 12months.

**MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION-**  
90 days

See Framework Special Term 11:

*Clause 10.2.2 of the Core Terms shall be deleted and replaced with the following:*

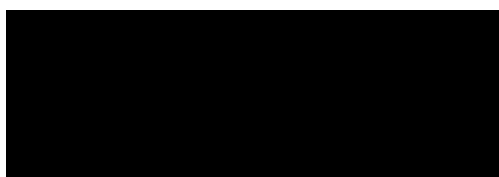
*"Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form or 90 days (whichever is greater)."*

**CATALOGUE SERVICE OFFER REFERENCE-**

RM6116-Lot 4b-Cinos Ltd-C&C Collab Room 24x7

**CALL-OFF DELIVERABLES VIA DIRECT AWARD**

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



Hardware manufacturers warranties to be transferred to the Home Office.

### **MAXIMUM LIABILITY**

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

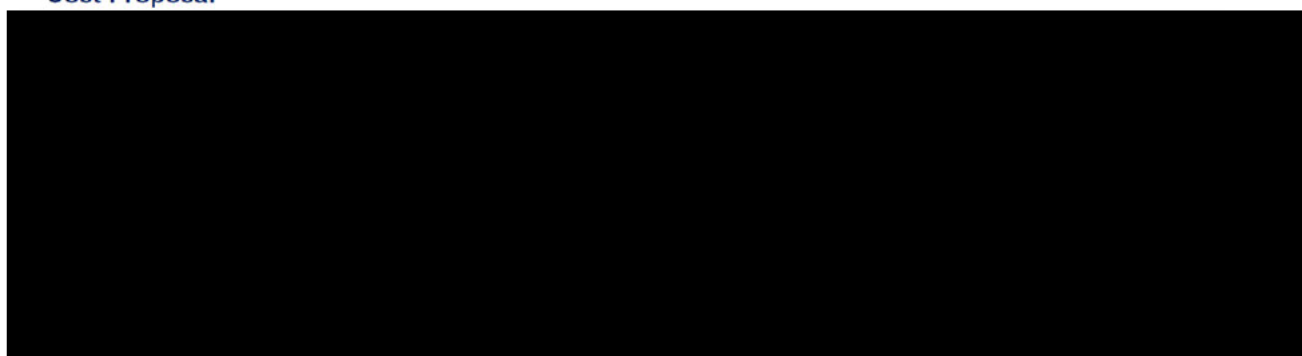
The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£627,615.74.**

### **CALL-OFF CHARGES**

#### **Option A:**



#### **Cost Proposal**

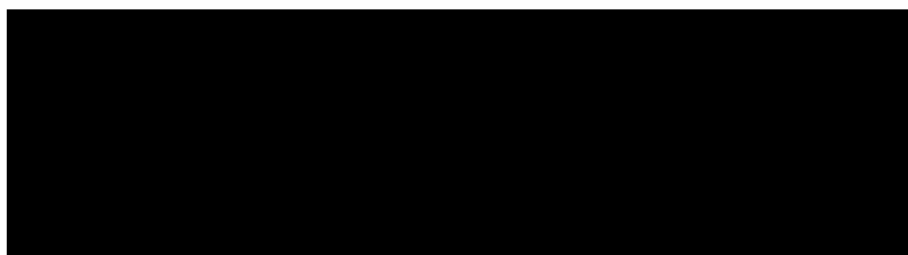


|           |             |
|-----------|-------------|
| Subtotal: | £627,615.74 |
|-----------|-------------|

For the avoidance of doubt, the contingency must be agreed by HO Commercial and Cinos prior to any commitment to spend.

Support costs are from 1st Jan 2024-31st Dec 2024. All other support requirements are covered by early life support.

### **Payment Milestones**



**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

BACS

**BUYER'S INVOICE ADDRESS:**

Home Office Shared Service Centre

HO Box 5015

Newport, Gwent

NP20 9BB

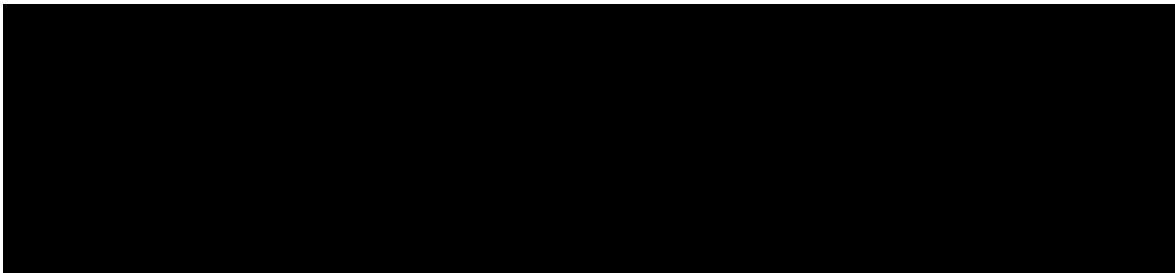
United Kingdom

Tel: 08450 100125

Fax: 01633 581514

Email: [HOSupplierInvoices@homeoffice.gov.uk](mailto:HOSupplierInvoices@homeoffice.gov.uk)

**BUYER'S AUTHORISED REPRESENTATIVE**



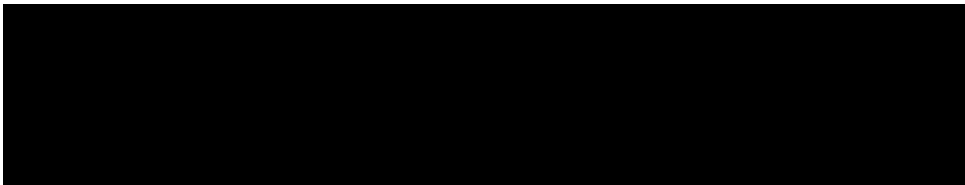
**BUYER'S ENVIRONMENTAL POLICY**

[Environmental Policy](#)

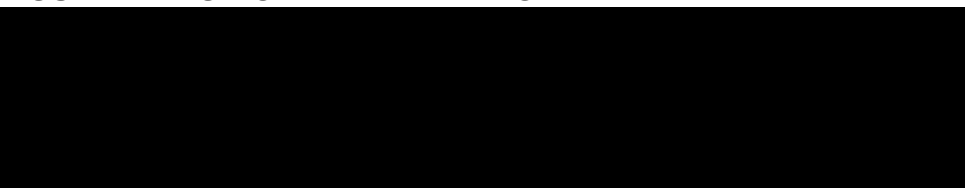
**BUYER'S SECURITY POLICY**

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**



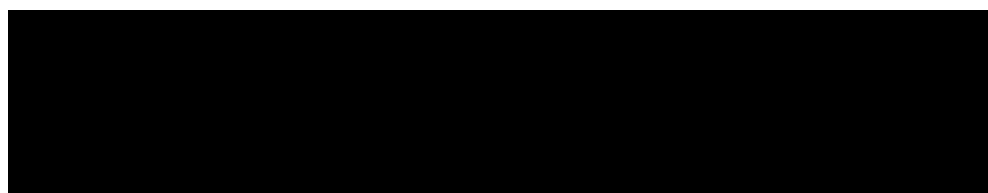
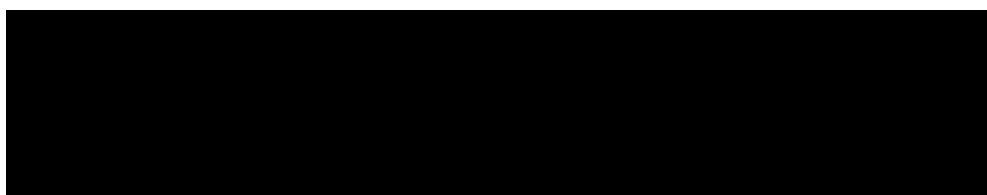
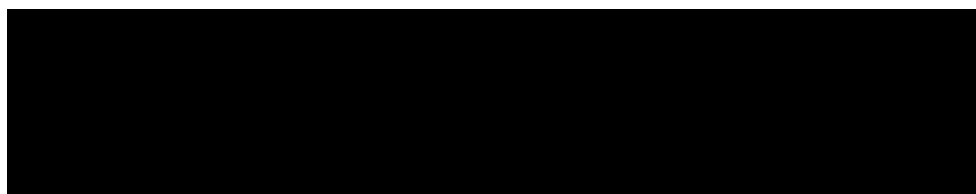
**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month.

**PROGRESS MEETING FREQUENCY**

Weekly during implementation and monthly post January 2024.

**KEY STAFF**



**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable







**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable



| For and on behalf of the Supplier: |   | For and on behalf of the Buyer: |   |
|------------------------------------|---|---------------------------------|---|
| Signature:                         |  | Signature:                      |  |
| Name:                              |  | Name:                           |  |
| Role:                              |  | Role:                           |  |
| Date:                              | 31 <sup>st</sup> October 2023   | Date:                           | 31 <sup>st</sup> October 2023   |