

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

PART A: Further Competition Order Form Template

CALL-OFF REFERENCE: 701092373

THE BUYER: Ministry of Defence

BUYER ADDRESS Defence Digital, Building 405, MoD Corsham,
Westwells Road, Corsham, Wiltshire, SN13 9NR

SUPPLIER REFERENCE 012354

THE SUPPLIER: Affini Technology Ltd

SUPPLIER ADDRESS: Field House, Uttoxeter Old Road, Derby, DE1 1NH

REGISTRATION NUMBER: 04574231

DUNS NUMBER: 73-300-3482

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8th October 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 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)
- Call-Off Schedules for **701092373**
 - 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:

Special Term 1 – System Requirements Document (SRD)

Special Term 2 – Annex A to the SRD - Upkeep Policy and Maintenance Plan

Special Term 3 – Annex A to the SoR - Clyde Radio Data Item Descriptions (DIDs)

Special Term 4 – Template for PDS Taskings – Task Approval Form

CALL-OFF START DATE 11th October 2021

CALL-OFF EXPIRY DATE 10th October 2026

CALL-OFF INITIAL PERIOD 5 Years

CALL-OFF OPTIONAL EXTENSION PERIOD 2 x 1 Years

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

90 Days

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 £[REDACTED]

CALL-OFF CHARGES

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

Recoverable as stated in the Framework Contract Schedule 3 (Framework Prices) and Template for PDS Taskings – Task Approval Form

PAYMENT METHOD

Framework Ref: RM3808
Project Version: v1.1
Model Version: v3.2

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

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Payment will be made via BACS Transfer, via the 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.

Invoices shall be sent electronically to the Exostar system, as well as Claire Howard (Commercial Officer) and/or Richard Artus (In-Service Project Manager).

All invoices must include the Contract number **701092373** and CP&F Purchase Order Number [REDACTED]

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

Further instructions/details can be found in Section 17 of Document "20201009-ClydeRadio_CCS_StatementOfRequirement-OS"

BUYER'S INVOICE ADDRESS:

Name: [REDACTED]

Role: Commercial Manager

Email Address: [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]

Role: Defence Digital Commercial Officer

Email Address: [REDACTED]

Postal Address: [REDACTED], [REDACTED], 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

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Not applicable

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 and

considerations in Clause 12 of the Framework 'Core Terms' and Joint Schedule 5 (Corporate Social Responsibility)

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)

QUALITY PLAN

The Supplier must provide the Buyer with a Quality Plan within 90 Working Days, in accordance with: DEFCON 602A 12/17; AQAP 2105, Edition C, Version 1 (NATO Requirements for Quality Plans) and Call-Off Schedule 6.

Additional Quality Standard Requirements are listed in Appendix F to the Systems Requirements Document, which includes the following:

Primary Quality Assurance Standard Requirements:

AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production. CoC shall be provided in accordance with DEFCON 627.

Concessions

Concessions shall be managed in accordance with Def Stan 05-061, Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions

Contractor Working Parties

Any Contractor Working Parties shall be provided in accordance with Def Stan 05-061, Part 4, Issue 3 – Quality Assurance Procedural Requirements – Contractor Working Parties

Counterfeit Materiel

Def Stan 05-135 Avoidance of Counterfeit Materiel shall be included in the requirements for all tenders unless it is considered the risk of counterfeit materiel in the equipment being procured is low in relation to equipment criticality or safety to life.

MAINTENANCE OF ICT ENVIRONMENT

Not Applicable

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) applies

BUYER'S SECURITY POLICY

Security Policy Compliance required:

Yes

Document Name: 3 - Clyde Radio CCS Statement Of Requirements - OS

Version: 1; Dated: 9th October 2020

Relevant Section(s): Section 16 – Security and Confidentiality Requirements

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 A (Short Form Service Levels and Service Credits)

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

The Service Period is **1 month**

PERFORMANCE MONITORING

Additional performance monitoring required:

Yes

Document name: 5 - Clyde Radio System Requirements Document-OS

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]



PROGRESS REPORT FREQUENCY

See Section 8 and 18 of the “20201009-ClydeRadio_CCS_StatementOfRequirement-OS” Document

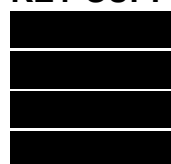
PROGRESS MEETING FREQUENCY

See Section 18 of the “20201009ClydeRadio_CCS_StatementOfRequirement-OS” Document

OPERATIONAL BOARD

Not Applicable

KEY SUPPLIER STAFF



KEY SUBCONTRACTOR(S)



COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4

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

PART B: Direct award Order Form Template – NOT USED

CALL-OFF REFERENCE: _____ **[Insert]** Buyer's contract reference number]

THE BUYER: _____ **[Insert]** Buyer's name]

BUYER ADDRESS: _____ **[Insert]** business address]

SUPPLIER REFERENCE _____ **[Insert]** Supplier's reference number]

THE SUPPLIER: _____ **[Insert]** name of Supplier]

SUPPLIER ADDRESS: _____ **[Insert]** registered address (if registered)]

REGISTRATION NUMBER: _____ **[Insert]** registration number (if registered)]

DUNS NUMBER: _____ **[Insert]** if known]

SID4GOV ID: _____ **[Insert]** if known]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **[Insert]** 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):

[Insert] 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)

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 [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

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

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]

CATALOGUE SERVICE OFFER REFERENCE: ————— **[Insert]** Service Offer reference]

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 from the Suppliers' Service Offer]

[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

[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

~~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

[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 (GSPS)]~~
~~[– Part D Annex D2 (NHSPS)]~~
~~[– Part D Annex D3 (LGPS)]~~
~~[– Part D Annex D4 (Other Schemes)] D1 (GSPS), 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

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

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~~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

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

~~[Or Insert In accordance with Call-Off Schedule 9, Part B (Long 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)

~~[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.]~~

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

~~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]~~

~~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

~~[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

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

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: | |