

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

Order Form

CALL-OFF REFERENCE: **700981378**

THE BUYER: **Ministry of Defence**

BUYER ADDRESS: Royal Naval Base, Jago Road, Portsmouth

THE SUPPLIER: Boxxe Ltd

SUPPLIER ADDRESS: **East Moor House, Green Park Business Centre,
Goose Lane Sutton-On-Forrest, York
Yorkshire, YO61 1ET**

REGISTRATION NUMBER: **02109168**

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 29 September 2020.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 3 Software & Associated 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) RM6068

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6068

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercial Sensitive Information)
- Joint Schedule 7 (Finance Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for 700081378
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part [A/B]
 - 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 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.6)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM606
- 6. 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.
- 7. Annexes A to E Call-Off Schedule 6 (ICT Services)

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

]

[None]

CALL-OFF START DATE: **29/09/2020**

CALL-OFF EXPIRY DATE: **30/09/2022**

CALL-OFF INITIAL PERIOD: **2**

CALL-OFF OPTIONAL EXTENSION PERIOD **[Insert** Years, Months]

CALL-OFF DELIVERABLES

See details in Schedule 20

LOCATION FOR DELIVERY

See details in Schedule 20

DATES FOR DELIVERY OF THE DELIVERABLES

See details in Schedule 20

TESTING OF DELIVERABLES

See details in Schedule 20

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days

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
See details in Schedule 5

CALL-OFF CHARGES

See details in Schedule 5

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

See details in Schedule 20

BUYER'S INVOICE ADDRESS:

Invoice to be submitted via Exostar

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY

None

BUYER'S SECURITY POLICY

As per MOD terms Schedule 17

SUPPLIER'S AUTHORISED REPRESENTATIVE

**

SUPPLIER'S CONTRACT MANAGER

**

PROGRESS REPORT FREQUENCY

See details in Schedule 20

PROGRESS MEETING FREQUENCY

See details in Schedule 20

KEY STAFF

Contract Managers

KEY SUBCONTRACTOR(S)

NA

COMMERCIALLY SENSITIVE INFORMATION

NA

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

ADDITIONAL INSURANCES

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

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

Schedule 5

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ITEM NO.	REQUIREMENT	ADDITIONAL DETAILS	EXISTING LICENCE NO.	CLIENT LICENCE QUANTITY
1	ISM Renewal	Two (2) Years software maintenance and associated technical support for Royal Navy's existing ISM Iris Standards Management (including MTF SIS) plus ticket hours telephone and email support	ISM0440723301	5
2	IRIS Forms Force-Wide Maintenance	Two (2) Years maintenance for Royal Navy Force-Wide IRIS Forms Licence	FOR0440127001	N/A
3	IRIS IMT Developer Maintenance	Two (2) Years Maintenance of IRIS ITM Developer tool client licences	ITM0449905403	2

Delivery of the above for the price of £391,614.09 (exclusive of VAT).

Schedule 20**CONTENTS**

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

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1.	PURPOSE.....	7
2.	BACKGROUND TO THE CONTRACTING AUTHORITY.....	7
3.	BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT	7
4.	DEFINITIONS.....	7
5.	SCOPE OF REQUIREMENT	8
6.	THE REQUIREMENT	8
7.	KEY MILESTONES	8
8.	AUTHORITY'S RESPONSIBILITIES	9
9.	REPORTING	9
10.	VOLUMES.....	9
11.	CONTINUOUS IMPROVEMENT	9
12.	SUSTAINABILITY	10
13.	QUALITY	10
14.	PRICE	10
15.	STAFF AND CUSTOMER SERVICE.....	10
16.	SERVICE LEVELS AND PERFORMANCE	10
17.	SECURITY REQUIREMENTS.....	11
18.	INTELLECTUAL PROPERTY RIGHTS (IPR)	11
19.	PAYMENT	11
20.	ADDITIONAL INFORMATION	11
21.	LOCATION	11

1. PURPOSE

- 1.1 The Ministry of Defence (MOD) are inviting for bids for the renewal of IRIS software licences and support and maintenance.
- 1.2 The MOD may be hereafter be referred to as the Authority.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Royal Navy is part of the Ministry of Defence.
- 2.2 The Royal Navy is there for:
 - 2.2.1 Preventing Conflict;
 - 2.2.2 International Partnerships;
 - 2.2.3 Protecting the economy;
 - 2.2.4 Providing security at sea;
 - 2.2.5 Providing humanitarian assistance; and
 - 2.2.6 To fight in the interest of Britain and their allies.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Formal Messaging (Signals) capability in Maritime C2/IT Systems is enabled by a suite of IRIS Software Products that enable Formal Messaging and Standard Message Textual Formats (MTFs) on Maritimes C2 systems (including RNCSS, CENTRIXS, NSWAN) in use for Navy Command, ships, submarines, operational units and HQs.
- 3.2 Formal Messages (Signals) and Standard MTFs underpin UK Maritime interoperability and must confirm fully with NATO Allied Procedural Publication No. 11 (APP11). These standards are used across the NATO and t-eyes community and are the foundation of communications interoperability.
- 3.3 UK is the custodian and NATO lead on these AP11 standards.
- 3.4 The IRIS Software Suite underpins maritime operability. Formal Messaging and Standard MTFs are the base level capabilities that enable UK maritime interoperability with NATO and 5-eyes Maritime, Air, Land units, headquarters and formations. They are also used across the UK forces.
- 3.5 Formal Messaging and MTFs are an essential enabler for all current ops including CASD, CEPP and all contingent Defence Tasks.
- 3.6 Navy Command is the custodian and lead for AP11. This is part of the UK's commitment to NATO and indirectly the 5-eyes community. This is an important role as both MTFs and Formal Messaging are in use constantly and they must remain relevant to support all forms of on-going operations.

4. DEFINITIONS

Expression or Acronym	Definition
The Authority / MOD	Means; the Ministry of Defence.
NATO	Means; North Atlantic Treaty Organization
MTF	Means; Message Textual Formats

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RNCSS	Means; Royal Navy Command Support System
CENTRIXS	Means; Combined Enterprise Regional Information Exchange
NSWAN	Means; NATO Secret Wide Area Network
CASD	Means; Continuous At Sea Deterrence
CEPP	Means; Carrier Enabled Power Projection

5. SCOPE OF REQUIREMENT

5.1.1 The Scope of this requirement extends to the following provisions:

5.1.1.1 The renewal of IRIS software licences;

5.1.1.2 IRIS support and Maintenance for the licences;

5.1.2 This contract does not extend to any:

5.1.2.1 Hardware or installation.

6. THE REQUIREMENT

6.1 The Contract will be for a two (2) year period to cover maintenance and support for licences with no option to extend.

6.2 Potential providers are asked to provide pricing on the following products:

ITEM NO.	REQUIREMENT	ADDITIONAL DETAILS	EXISTING LICENCE NO.	CLIENT LICENCE QUANTITY
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2	IRIS Forms Force-Wide Maintenance	Two (2) Years maintenance for Royal Navy Force-Wide IRIS Forms Licence	FOR0440127001	N/A
3	IRIS IMT Developer Maintenance	Two (2) Years Maintenance of IRIS ITM Developer tool client licences	ITM0449905403	2

6.3 The annual maintenance and support is to include:

6.3.1 Telephone and email support;

6.3.2 Upgrades for newer version of the licensed software;

6.3.3 Patches;

6.3.4 Support for on-going use of the Software (Particularly in compliance with NATO standards such as ADatP-3).

6.4 ISM Ticket Hours Support

6.5 The ticket hour's support will operate as follows:

- 6.5.1 Navy Command will supply Systematic with a list of authorised individuals who initiate ticket support requests with Systematic. No activities will occur unless an individual initiates the request;
- 6.5.2 Telephone Support is available 08:30 – 17:30 CET Monday to Thursday and 08:30 – 16:00 on Friday (excluding Danish Public Holidays);
- 6.5.3 Reporting of acknowledged software bugs (which is covered by maintenance) does not affect the ticket hours; and
- 6.5.4 The ticket hours are deducted upon each started half an hour of support or consultancy.

6.6 IRIS Point of Contact

6.7 Name: Paul Fielding (Senior Manager Business Development)

6.8 **

6.9 Telephone: 01276 674721

7. KEY MILESTONES

7.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Signed Contract Returned	Within one (1) week of Contract Award
2	Commence of Support and Maintenance	Within week two (2) of Contract Award

8. AUTHORITY'S RESPONSIBILITIES

8.1 The Authority will supply Systematic with a list of authorised individuals who initiate ticket support requests with Systematic. No activities will occur unless an individual initiates the request.

9. REPORTING

9.1 N/A

10. VOLUMES

10.1 The volumes are outlined in Section 6 – The Requirement.

11. CONTINUOUS IMPROVEMENT

11.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

11.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.

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- 11.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

12. SUSTAINABILITY

- 12.1 N/A

13. QUALITY

- 13.1 Quality shall comply with those set out in this ITT and in line with the Terms and Conditions of RM6068 Technology Products, Item C, Section 5.0 Standards and Quality.

14. PRICE

- 14.1 All prices quoted for must remain valid for a period of thirty (30) days.
- 14.2 Prices should be in GBP and be firm and final, encompassing all associated costs with the full term of the contract award, including all expenses and excluding VAT.
- 14.3 Prices are to be submitted via the e-Sourcing Suite by completing the Appendix E - Price Schedule excluding VAT. This is to provide a full transparent breakdown of all costs associated with this contract.
- 14.4 Potential Providers are required to provide a formal quotation on company official headed paper in PDF version, detailing all equipment and delivery costs, inclusive of any/product numbers or references, in addition to submitting the Appendix E – Price Schedule.

15. STAFF AND CUSTOMER SERVICE

- 15.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 15.2 Potential Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 15.3 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

16. SERVICE LEVELS AND PERFORMANCE

- 16.1 The Authority will measure the quality of the Supplier's delivery by:

16.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Timescales	Contract to commence one (1) day from signed Order Form	100%
2	Service Delivery		
3			
4			
5			

- 16.2 Where a potential provider fails the against the KPI's listed above, the Authority will, in the first instance, seek a mutually agreeable resolution with the Potential Provider. However, if this is not possible, the Authority reserves the right to cancel the agreement and seek alternative supply from the next ranked Potential Provider identified during the procurement event.

17. SECURITY REQUIREMENTS

- 17.1 N/A

18. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 18.1 N/A

19. PAYMENT

- 19.1 Payment will be made via CP&F.
- 19.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 19.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 19.4 The invoices should include a full breakdown of goods and services.
- 19.5 Payment will be made thirty (30) days following receipt of invoice.

20. ADDITIONAL INFORMATION

- 20.1 Upon award of the Contract, the successful Provider will be issued with a RM3733 Order Form. The Order Form is issued in accordance with the provision of the Technology Products 2 Framework Agreement and forms the contractual agreement between the Authority and the successful Provider.
- 20.2 Potential Providers are reminded to provide a formal quotation on company official headed paper in PDF version, detailing all equipment and delivery costs, inclusive of any/product numbers or references, as well as submitting the Appendix E – Price Schedule.

21. LOCATION

- 21.1 The location of the Services will delivered to the following address:

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

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