



Crown
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**Technology Products 2 Agreement RM3733
Framework Schedule 4 - Annex 1**

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers post running a Further Competition Procedure under the Technology Products 2 Framework Agreement ref. RM3733.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website at <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3733>



Section A General information

This Order Form is issued in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

Customer details
Customer organisation name Ministry of Defence
Billing address Via CP&F release 3
Customer representative name REDACTED INFORMATION
Customer representative contact details REDACTED INFORMATION
Supplier details
Supplier name Software Box Ltd
Supplier address REDACTED INFORMATION
Supplier representative name REDACTED INFORMATION
Supplier representative contact details REDACTED INFORMATION
Order reference number CCIH19A31



Section B Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable

- | | |
|---|-------------------------------------|
| 1. HARDWARE | <input type="checkbox"/> |
| 2. SOFTWARE | <input type="checkbox"/> |
| 3. COMBINED SOFTWARE AND HARDWARE REQUIREMENTS | <input checked="" type="checkbox"/> |
| 4. INFORMATION ASSURED PRODUCTS | <input type="checkbox"/> |
| 5. VOLUME HARDWARE REQUIREMENTS (DIRECT FROM OEM) | <input type="checkbox"/> |

Customer project reference

CCIH19A31

Call Off Commencement Date

20 December 2019

Call Off Contract Period (Term)

The Contract term will commence upon completion of Contract signatures. The Contract will be for a twelve (12) month term.

There will be no option to extend the contract term.

The contract term is not inclusive of the standard manufacturers' warranties.

Call Off Initial Period

Twelve (12) months

Call Off Extension Period (Optional)

N/A

Specific Standards or compliance requirements

The specification for this requirement is outlined within Section C of this Contract Order Form. By signing this Contract the Supplier has accepted the Customer's completed Call Off Schedule 5 Schedule of Processing, Personal Data Subjects in line with GDPR, which can be found within Attachment 5b RM3733 Call Off Terms and Conditions.



Section C Customer Core Goods and/or Services Requirements

Please provide details of all Goods and/or Services required (including any items which are considered business critical) including the locations where the supplier will be required to deliver the service/s Ordered.

Goods and/or Services

Hardware and Software for Federated Mission Network Spiral 3

The scope of this contract extends to the following Commercial Off the Shelf (COTS) provisions:

- Provision and delivery of all of the required hardware and accessories identified in Table 1;
- Standard manufacturer's warranty for the associated hardware except where specified otherwise and;
- Delivery of the required software and support subscriptions as detailed in Table 1;
- As a COTS requirement the licences will be renewed as they expire.

The scope of this contract does not extend to any;

- Ongoing renewal of software licences procured under this contract
- Support and Maintenance outside of the COTS Support subscriptions or the manufacturer's standard warranty provisions as outlined in Table 1.
- Installation or configuration.
- Renewal of Existing Licences

The Goods the Supplier will provide and deliver are described below in Table 1

Table 1

REDACTED INFORMATION

MANAGEMENT INFORMATION/REPORTING

The Supplier must inform the Customer of any possible issues within the supply chain throughout the Contract as and when they occur.

CONTINUOUS IMPROVEMENT

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

Changes to the way in which the services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

QUALITY

Quality shall comply with those set out in this Bid Pack and in line with the Call Off Terms and Conditions of RM3733 Technology Products 2 Item C Section 5.0 Standards and Quality.



Suppliers must provide evidence that they are an approved supplier and include certification within their bid submission as evidence to ensure that the Goods are brand new and have been sourced directly from the manufacturer.

STAFF AND CUSTOMER SERVICE

The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

The Supplier shall ensure that staff understand the Customer’s vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

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SERVICE LEVELS AND PERFORMANCE

The Customer will measure the quality of the Supplier’s delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Contract Placement	Initial contact and relationship made with Customer within three (3) days of Contract award;	100%
2	Delivery timescales	Successful delivery of all of the full requirement, free from damages, to the delivery address provided upon Contract Award by 30 th December 2019;	100%

Where the Supplier fails the KPI’s as outlined above, the Customer agrees to work with the Supplier to resolve service failure issues and to seek a mutual agreeable resolution in line with terms and conditions. However, it will remain the Supplier’s sole responsibility to resolve any such service failures and if resolution is not possible, the Customer reserves its rights to Termination under the Contract Terms and Conditions.

Warranty Period, if applicable

N/A

Location/Site(s) for Delivery

The location for delivery of the Hardware goods will be at:

REDACTED INFORMATION

The Software will be delivered electronically to: REDACTED INFORMATION

Dates for Delivery of the Goods and/or the Services

The following Contract milestones/deliverables shall apply:



Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Initial contact made with the Customer;	Within three (3) working days of Contract Award
2	Successful and complete delivery of all the required hardware, accessories and software to the identified location(s);	By 30 th December 2019
3	All Manufacturer's warranty's associated to Hardware to commence.	Upon successful delivery of all of the required goods.

Software

Supplier Software

Not Applicable

Third Party Software

REDACTED INFORMATION

Maintenance Agreement

Not Applicable

Additional Clauses (see Annex 3 of Framework Schedule 4) Tick as required

Alternative Clauses

Scots Law Or

Northern Ireland Law

Non-Crown Bodies

Non-FOIA Public Bodies

Additional Clauses

Tick one box below as applicable

A: Termed Delivery – Goods

B: Complex Delivery – Solutions (includes Termed Delivery – Goods)

NB Both of the above options require an Implementation Plan which should be appended to this Order Form

Optional Clauses

Tick any applicable boxes below

C: Due Diligence

D: Call Off Guarantee

E: NHS Coding Requirements

F: Continuous Improvement & Benchmarking

G: Customer Premises

H: Customer Property

I: MOD Additional Clauses

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Background IPR and Customer Data)

Not Applicable

Call Off Contract Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)



The total overall contract value (ex VAT) £423,345.61.

Payment will be made via CP&F Release 3.

A soft copy of all the invoices must also be sent to the Customer's Point of Contact

Payment will be made following satisfactory delivery of pre-agreed certified products and deliverables; for the software requirements this means once the Customer receives electronic email confirmation that all the deliverable licence renewals have taken place.

Before payment can be considered, each invoice must include a detailed elemental breakdown of goods delivered and the associated costs, together with the associated PO Number for CP&F.

Is a Financed Purchase Agreement being used? Not Applicable

Estimated Year 1 Call Off Contract Charges (£) £423,345.61 excluding VAT

Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

All Supplier Pricing other than the Total Contract Value.

Total contract value

The total overall contract value (ex VAT) is £423,345.61



REDACTED INFORMATION



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Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name

Job role/title

Signature

Date

For and on behalf of the Customer

Name

Job role/title

Signature

Date