

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

Order Form

CALL-OFF REFERENCE: 701216374

THE BUYER: Ministry of Defence

BUYER ADDRESS NCHQ, Portsmouth, PO2 8BY

THE SUPPLIER: Boxxe Ltd

SUPPLIER ADDRESS: Goose Lane, Sutton on the Forest, York,
YO61 1ET

REGISTRATION NUMBER: 02109168

DUNS NUMBER: 390294056

SID4GOV ID: NA

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23 November 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 2: Hardware and 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

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- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- [Joint Schedule 7 (Financial Difficulties)]
- [Joint Schedule 8 (Guarantee)]

- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for 701216374
 - [Call-Off Schedule 3 (Continuous Improvement)]
 - [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) RM6068
- 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: 24/11/20

CALL-OFF EXPIRY DATE: 23/11/21

CALL-OFF INITIAL PERIOD: NA

CALL-OFF OPTIONAL EXTENSION NA PERIOD

CALL-OFF DELIVERABLES

See details in Schedule of Requirements

LOCATION FOR DELIVERY

See details in Schedule of Requirements

DATES FOR DELIVERY OF THE DELIVERABLES

See details in Schedule of Requirements

TESTING OF DELIVERABLES

See details in Schedule of Requirements

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 of Requirements

BUYER'S INVOICE ADDRESS:

Invoice to be submitted via Exostar

BUYER'S AUTHORISED REPRESENTATIVE

Gary Cornish

Commercial Officer

Gary.cornish100@mod.gov.uk

NCHQ, Whale Island, Portsmouth, PO2 8BY

BUYER'S ENVIRONMENTAL POLICY

None

BUYER'S SECURITY POLICY

As per MOD terms

SUPPLIER'S AUTHORISED REPRESENTATIVE

Tracy Gallagher

SUPPLIER'S CONTRACT MANAGER

TBC

PROGRESS REPORT FREQUENCY

See details in Schedule of Requirements

PROGRESS MEETING FREQUENCY

See details in Schedule of Requirements

KEY STAFF

TBC

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)

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GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not applicable

Call-Off Schedule 5 (Pricing Details)

Item Number	Specification	Delivery Date (estimated dates to be confirmed on contract award)	Total Qty	Firm Price (£) Ex VAT	
				Per Item	Total (including packaging, delivery and any applicable import charges)
1	Dell VxRail NDD TOR Switches x 10	Year 1 – November 2020 to November 2021	5		
2	Dell VxRail NDD KVM x 5	Year 1 – November 2020 to November 2021	5		
3	Dell VxRail NDD Small Cluster Node	Year 1 – November 2020 to November 2021	5		
4	Eaton 3KVA UPS & PDU Bundle per 4 node cluster bundle	Year 1 – November 2020 to November 2021	1		
5	Eaton 6KVA UPS & PDU Bundle per 4 node cluster bundle	Year 1 – November 2020 to November 2021	4		
6	Fortinet 22 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 16 x switch ports with 4 SFP port shared media), 4 SFP ports, 2x 10G SFP+ FortiLinks, dual power. NO UTP	Year 1 – November 2020 to November 2021	5		
7	FortiGate-100F 5 Year 24x7 FortiCare Contract	Year 1 – November 2020 to November 2021	5		
8	FortiGate-100F 1 Year Secure RMA Service	Year 1 – November 2020 to November 2021	5		

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Statement of Requirements

1. PURPOSE

- 1.1 The Ministry of Defence (MOD) are inviting for bids for the Navy Digital Deployed requirement
- 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 aim of the Navy Digital Deployed (NDD) Programme is to deliver computing hardware and software to three classes of Royal Navy vessel: Type 23, Type T45 and Queen Elizabeth Class.
- 3.2 The programme will enable a range of hosted digital transformation capabilities, including Nelson Data Platform (NDP), which will allow APPs to be deployed to vessels in overall short timescales. This will allow vessels to be more adaptable to respond to a range of real-world scenarios and react to a changing environment, providing the associated operational benefits.

4. definitions

Expression or Acronym	Definition
The Authority / MOD	Means; the Ministry of Defence.
NDD	Navy Digital Deployed
NDP	Nelson Data Platform
APPs	Applications
SI	Shared Infrastructure

OpNet	Operational IT system
NSOIT(D)),	New Style of Information Technology Deployed
PMS	Platform Management System

5. scope of requirement

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

5.1.1.1 The Programme scope includes:

5.1.1.2 expansion of existing Shared Infrastructure (SI) computing hardware and software, including additional data storage and processing capacity to enable NDP and APPs to be hosted.

5.1.1.3 a cross-classification gateway to enable data access between security domains,

5.1.1.4 a display interface to allow operators to access and control Apps,

5.1.1.5 an interface into the new Operational IT system OpNet (formerly NSOIT(D)),

5.1.1.6 a Platform Management System (PMS) data connection to ingest data from platform equipments,

an off-board communications link allowing external connectivity into the system.

6. The requirement

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

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Quantity	Manufacturer Part Code	Description
4	210-AWNP	VxRail V570F All Flash VCF (4 nodes is 1 cluster)
		BOM for Each Node (multiply by 4 for complete cluster)
1	325-BCVW	V570F Branding
1	329-BDWH	Module Information Electro Mechanical Compatible PSNT
1	384-BCOS	VxRail E/P/V/S/E560N Hardware Component Firmware Lock
1	634-BWXT	VxRail Software 4.7.410 Factory Install
1	379-BDYQ	HCI System Software as part of VxRail
1	321-BDZH	Chassis with Up to 24 x 2.5 Hard Drives for 2CPU GPU Capable Configuration
1	350-BBNR	VxRail P/V/S 570 Bezel
2	338-BSDI	Intel Xeon Gold 5220 2.2G 18C/36T 10.4GT/s 24.75M Cache Turbo HT (125W) DDR4-2666
1	379-BDCO	Additional Processor Selected
1	370-AEVR	3200MT/s RDIMMs
12	370-AEVN	32GB RDIMM 3200MT/s Dual Rank
4	400-AZOY	1.6TB SSD SAS Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive 3 DWPD 8760 TBW
20	400-AXPE	3.84TB SSD SAS Read Intensive 12Gbps 512 2.5in Hot-plug AG
1	555-BCKP	Intel X710 Quad Port 10Gb DA/SFP+ Ethernet Network Daughter Card
1	490-BFRR	NVIDIA Tesla V100S 32GB 250W Passive Double Wide Full Height GPU
1	461-AAEM	Trusted Platform Module 2.0
1	770-BBBE	ReadyRails™ Static Rails for 2/4-post Racks
1	450-AENU	Dual Hot-plug Redundant Power Supply 2000W C19/C20 Power Cord Required
2	450-AEJ	C19 to C20 PDU Style 2.5M Power Cord
1	634-BSJZ	VxRail VMware vSAN ELA/TLA
2	634-BSJU	VxRail HCI System Software Gold EL
20	634-BRIL	VXRAIL SOFTWARE SAS SSD 3.84TB
2	379-BCRR	VxRail VCF BYOLICENSE SOFTWARE
1	634-BWRZ	HCIA RecoverPoint for VMware for 1 node VT
1	340-CENP	VxRail P/V/570 NOCCC EMEA 1
1	343-BBFG	PowerEdge R740 Shipping Material
4	407-BCBE	Dell EMC PowerEdge SFP+ SR Optic 10GbE 850nm
1	330-BBKD	Riser Config 4 3x8 4 x16 slots Double-Wide GPU compatible
1	329-BEIK	PowerEdge R740/R740XD Motherboard
1	750-AAXX	HS Install KitGPU Config EPS12V Cable
1	370-AAIP	Performance Optimized
1	780-BCJC	No RAID for P/V570
1	405-AANK	HBA330+ Controller Adapter Low Profile
1	403-BCHP	BOSS controller card + with 2 M.2 Sticks 240G (RAID 1) FH
1	385-BBKT	iDRAC9 Enterprise
1	379-BCQY	iDRAC Group Manager Disabled
1	379-BCRF	iDRAC Legacy Password OEM
1	379-BCRB	DHCP with Zero Touch Configuration
1	385-BBLE	IDSDM and Combo Card Reader
1	385-BBCF	Redundant SD Cards Enabled
2	385-BBKI	64GB microSDHC/SDXC Card
1	384-BBPZ	6 Performance Fans forR740/740XD
1	350-BBJV	No Quick Sync
1	384-BBBL	Performance BIOS Settings
1	800-BBDM	UEFI BIOS Boot Mode with GPT Partition
1	387-BBEY	No Energy Star
1	631-AACK	No Systems Documentation No OpenManage DVD Kit
1	350-BBNV	VxRail V570F Luggage Tag
1	470-ACPE	VxRail Small Form Factor Pluggable Cable Kit
1	800-11671	Enterprise Order - EMEA.
1	709-BBEW	Parts Only Warranty 12 MONTHS
1	199-BDHB	ProSupport and Next Business Day Onsite Service VSAN ELA VCF on VxRail Initial 12 Month(s)
1	199-BDHC	ProSupport and Next Business Day Onsite Service VSAN ELA VCF on VxRail Extension 48 Month(s)
1	821-19301	5 Years ProSupport with Next Business Day Software Support
1	683-24544	ProDeploy Plus: VCF on VxRail - Per Node Deploy
1	706-12904	ProDeploy Plus Training Credits 200 Redeem at www.LearnDell.com Expires 1Yr from Order Date
1	647-10219	Partner Operations Support
1	711-13806	5Yr Data Protection - Keep Your Hard Drive
1	990-10548	Free Freight

Quantity	Manufacturer Part Code	Description
2	486-27563	DNS4128
		BOM for each switch (2 switches per cluster)
1	210-ALSY	Commutateur Dell EMC S4128F-ON 1U PHY-less 28 x SFP+ 10GbE 2 x QSFP28 E/S vers bloc d'alim. 2 blocs d'alim. OS10
1	619-AMIZ	OS10 Enterprise S4128F-ON
1	631-ABJV	S4100 User Documentation EMEA
2	450-ACSU	DNOS9
1	470-ABOV	SEL - QSFP28 - 100G DAC 1m Attach
1	407-BBDE	Dell Networking Transceiver SFP+ 10GbE SR 850nm Wavelength 300m Reach 12-Pack
1	683-11870	No Installation Service Selected (Contact Sales Rep for more details)
1	800-11671	Enterprise Order - EMEA.
1	647-10219	Partner Operations Support
1	709-13025	Base Warranty
1	709-15404	1Yr Return to Depot - Minimum Warranty
1	709-15405	90 Day SW Bug Fixes Support Media Replacement
1	710-73324	Info Sku stating 3rd Party O/S will be warranted by vendor
1	865-47543	INFO 1Yr ProSupport and Next Business Day On-Site Service
1	865-47545	5Yr ProSupport and Next Business Day On-Site Service
1	990-10183	Free Freight SKU

Quantity	Manufacturer Part Code	Description (1 KVM per 4 node cluster)
1	A7485907	Dell DKMMLED185-201 for Dell 18.5in LED KMM DKMMLED185-001 - UK Keyboard
1	A7485911	Dell KVM mounting bracket - Network device mounting bracket - 1U - for Dell FPM185
1	A7547313	Avocent Hardware Maintenance Gold - extended service agreement - 5 years
1	A7485892	Dell Digital KVM switch DMPUI08e
1	A7485901	Dell DMPUIQ-VMCHS-G01 for Dell Server Interface Module for VGA, USB keyboard, mouse supporting virtual media, CAC and USB2.0.
1	A7547289	Avocent Hardware Maintenance Gold - extended service agreement
1	A0489864	UK GFX Freight Zero Cost

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Quantity	Part Number	Description
1	9PX3000RT-NDD	Eaton 3KVA UPS & PDU Bundle per 4 node cluster bundle
		BOM per 4 node cluster bundle
2	9PX3000RT	Eaton 9PX 3000 RT 120V
2	W3006	Warranty+3 Product 06
2	NETWORK-M2	Gigabit Network Card
2	9PXEBM72RT2U	Eaton 9PX EBM 72V RT2U
2	9RK	Eaton Rack kit 9PX/9SX
4	W3004	Warranty+3 Product 04
2	EMAH06	EPDU MA 2U (309 32A 1P)12XC13:4XC19
5	IPM-OL-05	IPM IT Optimize - License, 5 nodes.
Quantity	Part Number	Description
1	9PX6KIRTN-NDD	Eaton 6KVA UPS with rail kits and network card included 1 per 4 node cluster bundle
		1 x 6KVA UPS BOM (1 per bundle per 4 node cluster)
1	9PX6KIRTN	9PX6KIRTN (6kv UPS with rail kits and network card included)
1	W3007	W3007 (3 year warranty extension for above)
1	9PXEBM180	9PXEBM180 (Additional battery per UPS)
1	9RK	9RK (Rail kits for the EBMs)
1	MBP6K1	MBP6K1 (Maintenance Bypass)
2	EMAH06	EPDU MA 2U (309 32A 1P)12XC13:4XC19
3	W3004	W3004 (3 year warranty extension for the EBMs and the PDUs)
1	IPM-OL-05	IPM-OL-05 (IPM Software)

Quantity Manufacturer Part Code Description

BOM per NDD 4 Node Cluster		
1	FG100-F	22 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 16 x switch ports with 4 SFP port shared media), 4 SFP ports, 2x 10G SFP+ FortiLinks, dual power. NO UTP
1	FC-10-F100F-247-02-60	FortiGate-100F 5 Year 24x7 FortiCare Contract
5	FC-10-F100F-301-02-12	FortiGate-100F 1 Year Secure RMA Service

SUMMARY

Part Number	Description	Qty to per cluster	Number of Clusters	Total Qty
	Dell			
486-27563	VxRail NDD TOR Switches x 10	2	5	10
Multiple	VxRail NDD KVM x 5	1	5	5
210-AWNP	VxRail NDD Small Cluster Node	4	5	20
	Eaton			
9PX3000RT-NDD	Eaton 3KVA UPS & PDU Bundle per 4 node cluster bundle	1	1	1
9PX6KIRTN-NDD	Eaton 6KVA UPS & PDU Bundle per 4 node cluster bundle	1	4	4
	Fortinet			
FG100-F	22 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 16 x switch ports with 4 SFP port shared media), 4 SFP ports, 2x 10G SFP+ FortiLinks, dual power. NO UTP	1	5	5
FC-10-F100F-247-02-60	FortiGate-100F 5 Year 24x7 FortiCare Contract	1	5	5
FC-10-F100F-301-02-12	FortiGate-100F 1 Year Secure RMA Service	5	5	25

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

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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 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 RM3733 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.

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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 be delivered to the following address:

Nelson, Navy Digital, 3rd Floor, Semaphore Tower, HMNB Portsmouth, PO1

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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:	23/11/2020	Date:	24 November 2020