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

**Order Form**

CALL-OFF REFERENCE: **CCSO20A68**

THE BUYER: **Ministry of Defence**

BUYER ADDRESS **REDACTED**

MOD Corsham

Westwells Road

CORSHAM

SN13 9NR

THE SUPPLIER: Software Box Ltd

SUPPLIER ADDRESS:East Moor House

Green Business Park

York

YO61 1ET

REGISTRATION NUMBER: **02109168**

DUNS NUMBER: **Not known**

SID4GOV ID: **Not known**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25th August 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 (Commercially Sensitive Information)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
* Call-Off Schedules for CCSO20A68
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 17 (MOD Terms)
1. CCS Core Terms (version 3.0.6)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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:

None

CALL-OFF START DATE: **1st September 2020**

CALL-OFF EXPIRY DATE: **31st August 2021**

CALL-OFF INITIAL PERIOD: **12 months**

CALL-OFF OPTIONAL EXTENSION **NA**

PERIOD

CALL-OFF DELIVERABLES

# scope of requirement

## The scope of this requirement extends to the annual renewal of support and maintenance and renewal of existing licences. In some cases Trade-ups are required, where End of Life products are traded-up to currently Supported products. The scope of the requirement **does not** extend to new licences.

## There are varying start dates for the renewals, these dates can be found in Annex A – Requirement Specification.

# The requirement

## The requirement is for the renewal of existing licences, support and maintenance. A full breakdown of which is detailed in Annex A – Requirement Specification document.

## Annex A – Requirement Specification is composed of three sheets, the breakdown of each sheet is as follows:

## **Renewal List – Annex A**

### This sheet contains three (3) tabs:

### “SMITS S&M Renewal Sept 2020” tab, which outlines the product description, account detail, serial number, token number details for the support and maintenance that are due for renewal under this contract. Included on this sheet are the expiry dates, the level of support and maintenance required. The Comments column lists requests to co-term expiry dates, as well as Annual Renewals for 12 months renewal and identifying Riverbed items to be traded-up, which are End of Life.

### “SAP Renewal” tab is referenced from the line item 497 SAP Business Objects Business Intelligence Platform 4.2, this tab provides the License Key, Product License details and Quantities to enable a Quote to be provided.

### “Riverbed Trade Up” tab, itemises the new Riverbed software being traded-up and provides additional details, such as the Support requirements and additional Software required.

## **Licence Renewals:**

## In Annex A the “SMITS S&M Renewal Sept 2020” tab outlines the Requirement Specification of the licences and quantities that are to be renewed, including the request in some cases, to co-term the renewals to September 2021.

## If there are any late/reinstatement fees that will apply, Potential Providers are asked to outline the cost of these in Attachment 4 – Price Schedule.

## **Support and Maintenance:**

## The Authority require the following support and maintenance levels as outlined in the table below:

|  |  |
| --- | --- |
| **Product Support** | **Support Provisions** |
| BMC Continuous Support and Maintenance | As part of the **Continuous BMC Support and Maintenance** required for the BMC Products in Annex A – Requirement Specification, the following provisions will apply;Access to 24 x 7 website, phone and email support and;Software support including maintenance releases and major upgrades throughout the twelve (12) month contract term. |
| Pulse Secure | Refer to Annex A |
| Deep Secure Standard Support and Maintenance | As part of the **Standard Support and Maintenance** required for the Deep Secure Products in Annex A – Requirement Specification, the following provision will apply;Access to phone and email support during the hours of Monday to Friday 08:30 – 17:30, excluding Bank and Public Holidays. |
| Effective Technologies -Transport for ITSM Suite | Effective Technologies Transport - Standard Support Monday - Friday 9:00AM - 5:00PM Pacific Time, 1 business day response, Support tickets for Effect Tech raised with Fusion |
| Gigamon Premium Support | Gigamon Elite (or Premium) Software and Product Support Maintenance Same Day Shipment Hardware Advance ReplacementNext Business Day Delivery On-site Hardware Replacement24x7x365 Technical Support Availability |
| IPSwitch | Refer to Annex A  |
| Riverbed Gold Support and Maintenance | As part of the **Gold Support and Maintenance** required for the Riverbed products in Annex A – Requirement Specification, the following provisions will apply;Access to 24 x 7 website, phone and email support and;Software support including maintenance releases and major upgrades throughout the twelve (12) month contract term. |
| McAfee | Refer to Annex A |
| SAP | Refer to Annex A |
| Veeam | Refer to Annex A |

# key milestones and Deliverables

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

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | Implementation of licences support and maintenance where previous cover has expired. | Within five (5) days of receipt of purchase order |
| 2 | Implementation of licences/support and maintenance where renewal is due at future date. | Upon date of renewal |

# service levels and performance

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

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI/SLA** | **Service Area** | **KPI/SLA Description** | **Target** |
| 1 | Service Delivery | All licences support and maintenance to be implemented/renewed in line with the dates listed in Annex A – Requirement Specification; | 100% |
| 2 | Service Delivery | Potential providers are to adhere to each of the SLA’s offered under the required support and maintenance packages, as listed in Annex A, “SMITS S&M Renewal Sept 2020” tab, Support SLA Level column; | 100% |
| 3 | Service Delivery – Riverbed and BMC  | Access to 24 x 7 website, phone and email support throughout the duration of the twelve (12) month contract term; | 100% |
| 4 | Service Delivery – Deep Secure products | Access to phone and email support during the hours of Monday to Friday 08:30 – 17:30, excluding Bank and Public Holidays. | 100% |
| 5 | Service Delivery – Riverbed and BMC products | The Authority to receive all software support, including maintenance releases and major upgrades throughout the life span of the twelve (12) month contract. | 100% |

## Where the Potential Provider fails at any of the above KPI’s, the Authority will, in the first instance, seek a mutually agreeable resolution. However, if this is not possible, the Authority reserves the right to cancel the agreement and seek alternative services from the next ranked Potential Provider during the procurement event.

LOCATION FOR DELIVERY

## The location for delivery will be required electronically. Additional information regarding the delivery location will be disclosed to the successful supplier upon Contract Award.

DATES FOR DELIVERY OF THE DELIVERABLES

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | Implementation of licences support and maintenance where previous cover has expired. | Within five (5) days of receipt of purchase order |
| 2 | Implementation of licences/support and maintenance where renewal is due at future date. | Upon date of renewal |

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 12 months, except in the cases where co-terming of expiry dates have been requested (As per Annex A – Requirement 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 **£1,367,950.00 (ex VAT)** Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

**REDACTED**

See details in Call-Off Schedule 5 (Pricing Details) for a complete breakdown of charges.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

## Payment will be made via CP&F following successful delivery of all goods.

## Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

BUYER’S INVOICE ADDRESS:

Service Management Integrated Technical Solutions (SMITS)
Spur A1, Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR.

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED**

BUYER’S ENVIRONMENTAL POLICY

Not Applicable

BUYER’S SECURITY POLICY

Not Applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED**

SUPPLIER’S CONTRACT MANAGER

**REDACTED**

PROGRESS REPORT FREQUENCY

Not required

PROGRESS MEETING FREQUENCY

Not required

KEY STAFF

Authority:

**REDACTED**

Supplier:

**REDACTED**

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

This contract and all information contained herein shall be deemed commercially sensitive.

**Software Box Ltd’s Technical Submission:**

**REDACTED**

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: | **REDACTED** | Signature: | **REDACTED** |
| Name: |  | Name: |  |
| Role: | **REDACTED** | Role: | **REDACTED** |
| Date: |  | Date: |  |