

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

Order Form

CALL-OFF REFERENCE: 701541378 - Navy Digital Services Hardware
(Navy Digital Deployed & Navy Digital Hosting)

THE BUYER: Ministry of Defence

BUYER ADDRESS NCHQ, Portsmouth, PO2 8BY

THE SUPPLIER: Boxxe Ltd

SUPPLIER ADDRESS: East Moor House, Green Park Business
Centre, Goose Lane, Sutton On The Forest, York, YO61 1ET

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8 March 2021.

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
 - 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 701541378
 - 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: 8 March 2021

CALL-OFF EXPIRY DATE: 31 March 2022

CALL-OFF INITIAL PERIOD: 31 March 2021

CALL-OFF OPTIONAL EXTENSION PERIOD: 31 March 2022

CALL-OFF DELIVERABLES

See 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

SUPPLIER'S AUTHORISED REPRESENTATIVE

TBC

SUPPLIER'S CONTRACT MANAGER

TBC

PROGRESS REPORT FREQUENCY

See details in Schedule 20

PROGRESS MEETING FREQUENCY

See details in Schedule 20

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)

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not applicable

Call-Off Schedule 17 (MOD Terms)

1 Definitions

- 1.1 This Schedule 17 shall be incorporated into all Call-Off Contracts placed by the Ministry of Defence
- 1.2 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):
- | | |
|-----------------------------------|---|
| "MOD Terms and Conditions" | the terms and conditions listed in this Schedule; |
| "MOD Site" | shall include any of Her Majesty's Ships or Vessels and Service Stations; |
| "Officer in charge" | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments; |
- 1.3 **Supplying to the Ministry of Defence-** the Supplier shall comply with all specified MOD additional terms where required. MOD source of CCS catalogue content is Basware Government eMarketplace. Orders, invoice and payment will be transacted through the Contracting Purchasing and Finance payment system.

2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such

rules, regulations and requirements shall be provided, on request, by the Officer in charge.

- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers'

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cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

3 DEFCONS AND DEFFORMS

- 3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract. Where a DEFCON or DEFORM is updated or replaced the reference below shall be taken as referring to the updated or replacement DEFCON/DEFORM.
- 3.2 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>. The following MOD DEFCONS and DEFFORMS form part of this contract:

DEFCONS

DEFCON No	Version	Description
<i>Applicable to all Lots:</i>		
DEFCON 5J	18/11/16	Unique Identifiers
DEFCON 68	02/02/17	Supply Of Data For Hazardous Articles, Material and Substances
DEFCON 76	12/06	Contractors Personnel At Government Establishments
DEFCON 90	11/06	Copyright
DEFCON 129J	18/11/16	The Use Of Electronic Business Delivery Form
DEFCON 516	04/12	Equality
DEFCON 520	05/18	Corrupt Gifts And Payments Of Commission
DEFCON 522	11/17	Payment And Recovery OF Sums Due
DEFCON 531	11/14	Disclosure Of Information
DEFCON 532B & Deform 532	05/18	Protection Of Personal Data
DEFCON 658	10/17	Cyber
DEFCON 659A	02/17	Security Measures
DEFCON 660	12/15	Official Sensitive Security Requirements
DEFCON 694	07/18	Accounting For Property Of The Authority

Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description

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

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1. PURPOSE

- 1.1 The Ministry of Defence (MOD) are inviting for bids for the Navy Digital Deployed requirement. Also included Navy Digital Hosting Hardware for FY21/22 for possible future purchase as part of the One Stop Shop.
- 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

4.1 Expression or Acronym	4.2 Definition
4.3 The Authority / MOD	4.4 Means; the Ministry of Defence.
4.5 NDD	4.6 Navy Digital Deployed
4.7 NDP	4.8 Nelson Data Platform
4.9 NDH	4.10 Navy Digital Hosting
4.11 APPs	4.12 Applications
4.13 SI	4.14 Shared Infrastructure
4.15 OpNet	4.16 Operational IT system
4.17 NSOIT(D)),	4.18 New Style of Information Technology Deployed

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4.19	PMS	4.20	Platform Management System
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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 for procurement before 31st March 2021:

<u>Description</u>	<u>Total Qty</u>	<u>Price</u>
Dell VxRail NDD TOR Switches x 2	1	
Dell VxRail NDD KVM	1	
VxRail NDD Small Cluster (4 nodes, 307TB, SFP+, GPU per node)	1	
Eaton 3KVA UPS & PDU Bundle per 4 node cluster bundle	1	
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	
FortiGate-100F 5 Year 24x7 FortiCare Contract	1	
FortiGate-100F 1 Year Secure RMA Service	5	

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Description	Total Qty	Price
Dell VxRail NDD TOR Switches x 2	1	
Dell VxRail NDD KVM	1	
VxRail NDD Small Cluster (4 nodes, 307TB, SFP+, GPU per node)	1	
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	
FortiGate-100F 5 Year 24x7 FortiCare Contract	1	
FortiGate-100F 1 Year Secure RMA Service	5	

Description	Potential Qty	Price
Veeam Backup & Replication Enterprise Plus - Public Sector. 1 year of Production 24/7 Support is included.	32	
4 additional years of Production (24/7) maintenance prepaid for Veeam Backup & Replication Enterprise Plus (includes first years 24/7 uplift)	32	
DD6900 with 3 x dual port 25GbE NICs, replication and boost software or equivalent expansion to increase capacity of existing DD6900	2	
DS60 Storage shelf with 60TB RAW Storage replication & DD Boost software or equivalent expansion to increase capacity of existing DS60	2	
Regular workload 8 Node Cluster 614TB (Base-T, 3.84TB SSD, No GPU)	2	
Cisco Official Sensitive (OS) 24x7x4 - 60 months support - Top of Rack switches only	2	

6.2 Items and expected quantities as part of “One Stop Shop” option:

Description	Potential Qty	Price
Dell VxRail NDD TOR Switches x 2	13	
Dell VxRail NDD KVM	13	
Dell VxRail NDD Small Cluster Node	5	
Dell VxRail NDD Large Cluster Node	8	
Eaton 3KVA UPS & PDU Bundle per 4 node cluster bundle	9	
Eaton 6KVA UPS & PDU Bundle per 4 node cluster bundle	4	
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	13	
FortiGate-100F 5 Year 24x7 FortiCare Contract	13	
FortiGate-100F 1 Year Secure RMA Service	65	

<u>Description</u>	<u>Potential Qty</u>	<u>Price</u>
Veeam Backup & Replication Enterprise Plus - Public Sector. 1 year of Production 24/7 Support is included.	16	
4 additional years of Production (24/7) maintenance prepaid for Veeam Backup & Replication Enterprise Plus (includes first years 24/7 uplift)	16	
DD6900 with 3 x dual port 25GbE NICs, replication and boost software equivalent expansion to increase capacity of existing DD6900	1	
DS60 Storage shelf with 60TB RAW Storage replication & DD Boost software equivalent expansion to increase capacity of existing DS60	1	
Regular workload 8 Node Cluster 614TB (Base-T, 3.84TB SSD, No GPU)	1	
Cisco Official Sensitive (OS) 24x7x4 - 60 months support - Top of Rack switches only	1	

SUMMARY

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 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.

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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 and Associated Services, 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.

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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 RM6068 Order Form. The Order Form is issued in accordance with the provision of the RM6068 Technology Products and Associated Services 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 3LT