



Crown  
Commercial  
Service

**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 (MOD)

**Billing address**

Via CP&F

**Customer representative name**

REDACTED

**Customer representative contact details**

REDACTED

### Supplier details

**Supplier name**

XMA Ltd

**Supplier address**

REDACTED

**Supplier representative name**

REDACTED

**Supplier representative contact details**

REDACTED

**Order reference number**

REDACTED



## Section B

### Overview of the requirement

#### Framework Lot under which this Order is being placed

- |   |                                     |
|---|-------------------------------------|
| 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

CCTS19A03

#### Call Off Commencement Date

06/03/2019

#### Call Off Contract Period (Term)

**Call Off Initial Period**  
Six (6) Months

**Call Off Extension Period (Optional)**  
No option to extend beyond the initial period

#### Specific Standards or compliance requirements

The specification for this requirement is outlined within the Statement of Requirements in Section C. The Customer's populated Schedule 5 in line with GDPR can be found under Annex A - Call-Off Schedule 5 Schedule of Processing, Personal Data and Data Subjects. By signing this Contract the Supplier has accepted the Customer's completed Annex A.



## 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

1.1 XMA will be delivering a requirement which is made up of Hardware, Software and Licences. The full specification of each item was broken down in the Schedule 4 – Pricing Schedule.

#### 1.2 Hardware

1.3 There are multiple hardware aspects of this requirement are made up equipment, which are detailed in the Price Schedule.

1.4 None of the hardware listed as part of this requirement need to be assembled prior to delivery of the equipment.

#### 1.5 Support and Maintenance

1.6 All Support listed as part of this requirement is to be provided directly by the vendors of the equipment.

1.7 The majority of the service support requirements are for a three (3) year period (the individual requirements are detailed within the Price Schedule).

#### 1.8 Licences

1.9 REDACTED

1.9.1 Some of the licences listed are individual standalone licences and some are included with the hardware as a bundle.

1.10 The Licences listed for the requirement are required on an annual basis, unless otherwise specified in definitive part numbers listed.

1.11 The Pricing submitted within the Price Schedule is for a one (1) year period only.

1.12 The manufacturer's standard warranty will apply to all goods provided in this tender, XMA have confirmed these warranties as part of their bid response.

1.13 An email address for delivery of the licences will provided on Contract Award.

#### 2. KEY MILESTONES AND DELIVERABLES

2.1 The following Contract milestones/deliverables shall apply:

Milestone / Deliverables	Description	Timeframe or Delivery Date
--------------------------	-------------	----------------------------



1	Return of signed Contract Award	Within One (1) working day of Contract Award
2	Successful delivery of guaranteed Hardware, Software and Licences, free from damage as per Attachment 4 'Price Schedule'.	Within four (4) weeks of Contract Award

### 3. SERVICE LEVELS AND PERFORMANCE

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

3.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
1	Packaging	All guaranteed quantity items to be securely packaged and delivered to the required location free from damage.	100%
2	Delivery Timescales	All items delivered in accordance with the agreed delivery schedule (within four (4) weeks of Contract Award).	98%
3	Delivery Timescales	The additional items required as part of this Contract must be delivered within four (4) weeks of Customer Request.	98%

3.2 Where the successful Supplier fails at KPI 1, the Authority reserves the right to reject either all or part of the delivery at its discretion. In such incidents, the Supplier shall supply replacement parts within 48 hours, which are compliant. Failure to remedy a missed KPI 1 shall result in a failure at KPI 2.

3.3 Where a successful Supplier fails at KPI 2, the Authority will, in the first instance, seek a mutually agreeable resolution with the Supplier. However, if this is not possible, the Authority reserves the right to cancel the agreement and seek alternative supply from the next ranked potential Supplier identified during the procurement event.

#### Warranty Period, if applicable

As per quoted at the time of bid submission



**Location/Site(s) for Delivery**

REDACTED

**Dates for Delivery of the Goods and/or the Services**

Within three (3) weeks of Contract Award

**Software**

**Supplier Software**

Not Applicable

**Third Party Software**

As per Pricing Schedule

**Maintenance Agreement**

**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)**

None 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)**

£7,065,041.64 excluding VAT

**Is a Financed Purchase Agreement being used?**

☐

**Estimated Year 1 Call Off Contract Charges (£)**

£7,065,041.64 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

REDACTED

#### Total contract value

£7,065,041.64 excluding VAT

REDACTED



## 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	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	REDACTED

##### For and on behalf of the Customer

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	REDACTED





## ANNEX A – Call-Off Schedule 5

### Call-Off Schedule 5 Schedule of Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the processing	REDACTED
Duration of the processing	REDACTED
Nature and purposes of the processing	REDACTED
Type of Personal Data	REDACTED
Categories of Data Subject	REDACTED
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	REDACTED