Order Form

CALL-OFF REFERENCE: 701300380

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:

SID4GOV ID: NA

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 9 December 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:

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- Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - o [Joint Schedule 7 (Financial Difficulties)]
 - o [Joint Schedule 8 (Guarantee)]
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for 701216374
 - o [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)]
 - o [Call-Off Schedule 15 (Call-Off Contract Management)]
 - o [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: 09/12/2020

CALL-OFF EXPIRY DATE: 07/12/2021

CALL-OFF INITIAL PERIOD: N/A

CALL-OFF OPTIONAL EXTENSION **N/A** 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

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BUYER'S AUTHORISED REPRESENTATIVE

Lauren Terry

Commercial Manager

Lauren.Terry103@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

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)

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not applicable

Call-Off Schedule 5 (Pricing Details)

Item Number	Requirement	Additional Details	Quantity	Price Per Item	Total
1	Veeam	Veeam Backup & Replication Enterprise Plus - Public Sector . 1 year of Production 24/7 Support is included.			
2	Veeam	4 additional years of Production (24/7) maintenance prepaid for Veeam Backup & Replication Enterprise Plus (includes first years 80 24/7 uplift)			
3	Domain Controller	DD6900 with 3 x dual port 25GbE NICs, replication and boost software	2		
4	Domain Controller	DS60 Storage shelf with 60TB RAW Storage replication & DD Boost Software	2		
5	NDH Fortinet 601E UTP OS	FortiGate-601E Hardware plus 5 Year 24x7 FortiCare and FortiGuard Unified Threat Protection (UTP)	2		
6	NDH Fortinet 601E UTP OS	FortiGate-601E 1 Year Secure RMA Service	10		
7	NDH Fortinet 601E UTP S	FortiGate-601E Hardware plus 5 Year 24x7 FortiCare and FortiGuard Unified Threat Protection (UTP)	2		
8	NDH Fortinet 601E UTP S	FortiGate-601E 1 Year Secure RMA Service	10		
9	Dell VXRail OS	Regular workload 8 Node Cluster 614TB (Base-T, 3.84TB SSD, No GPU)	1		
10	Dell VXRail OS	Performance 8 Node Cluster 1224TB (Base-T, 7.68 TB SSD, 1 x GPU per node)	1		
11	Dell VXRail OS	Management Servers Base-T (Management Domain Cluster)	4		
12	Dell VXRail S	Regular workload 8 Node Cluster 614TB (SFP+, 3.84TB SSD, No GPU)	1		
13	Dell VXRail S	Performance 8 Node Cluster 1224TB (SFP+, 7.68 TB SSD, 1 x GPU per node)	1		
14	Dell VXRail S	Management Servers SFP+ (Management Domain Cluster)	4		
15	Cisco	Cisco Secret (S) – SFP+ 24x7x4 60 months support	1		
16	Cisco	Cisco Official Sensitive (OS) 24x7x4 - 60 months support	1		
				Total Price	£3,088,518.44

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 Hosting 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

Hardware procurement for official and secret Navy Digital Hosting

4. **DEFINITIONS**

Expression or Acronym	Definition		
The Authority / MOD	Means; the Ministry of Defence.		
NDH	Navy Digital Hosting		
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:
- 5.1.2 As below

6. THE REQUIREMENT

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

ITEM	PROGRAM	REQUIREMENT	ADDITIONAL DETAILS	PART NO.	QTY
NO.	ME				
1	NDH	Veeam	Veeam Backup & Replication Enterprise Plus - Public Sector . 1 year of Production 24/7 Support is included.	P-VBRPLS-VS- PP000-00	80
2	NDH	Veeam	4 additional years of Production (24/7) maintenance prepaid for Veeam Backup & Replication Enterprise Plus (includes first years 24/7 uplift)	V-VBRPLS-VS- P04PP-00	80
3	NDH	Domain Controller	DD6900 with 3 x dual port 25GbE NICs, replication and boost software	SQ547246-1	2
4	NDH	Domain Controller	DS60 Storage shelf with 60TB RAW Storage replication & DD Boost Software	Data Domain Controller DD6900 NFS CIFS	2
5	NDH	NDH Fortinet 601E UTP OS	FortiGate-601E Hardware plus 5 Year 24x7 FortiCare and FortiGuard Unified Threat Protection (UTP)	FG-601E-BDL-950-60	2
6	NDH	NDH Fortinet 601E UTP OS	FortiGate-601E 1 Year Secure RMA Service	FC-10-F6H1E-301-02- 12	10
7	NDH	NDH Fortinet 601E UTP S	FortiGate-601E Hardware plus 5 Year 24x7 FortiCare and FortiGuard Unified Threat Protection (UTP)	FG-601E-BDL-950-60	2
8	NDH	NDH Fortinet 601E UTP S	FortiGate-601E 1 Year Secure RMA Service	FC-10-F6H1E-301-02- 12	10
9	NDH	Dell VXRail OS	Regular workload 8 Node Cluster 614TB (Base-T, 3.84TB SSD, No GPU)		1
10	NDH	Dell VXRail OS	Performance 8 Node Cluster 1224TB (Base- T, 7.68 TB SSD, 1 x GPU per node)		1
11		Dell VXRail OS	Management Servers Base-T (Management Domain Cluster)		4
12	NDH	Dell VXRail S	Regular workload 8 Node Cluster 614TB (SFP+, 3.84TB SSD, No GPU)		1
13	NDH	Dell VXRail S	Performance 8 Node Cluster 1224TB (SFP+, 7.68 TB SSD, 1 x GPU per node)		1
14	NDH	Dell VXRail S	Management Servers SFP+ (Management Domain Cluster)		4
15	NDH	Cisco	Cisco Secret (S) – SFP+ 24x7x4 60 months support	ACI-SFP24x7	1
16	NDH	Cisco	Cisco Official Sensitive (OS) 24x7x4 - 60 months support	ACI-OS24x7	1

7. **KEY MILESTONES**

The Potential Provider should note the following project milestones that the 7.1 Authority will measure the quality of delivery against:

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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.

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.

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- 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.

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

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- 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:

Formation of Contract Agreement

For and on I	pehalf of the Supplier:	For and on behalf of the Buyer:		
Signature:		Signature:		
Name:		Name:		
Role:		Role:		
Date:	09/12/2020	Date:	09/12/2020	