



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.

<b>Customer details</b>
<b>Customer organisation name</b> Ministry of Defence
<b>Billing address</b> Payment will be made via CP&F
<b>Customer representative name</b> REDACTED
<b>Customer representative contact details</b> REDACTED
<b>Supplier details</b>
<b>Supplier name</b> Software Box Ltd
<b>Supplier address</b> REDACTED
<b>Supplier representative name</b> REDACTED
<b>Supplier representative contact details</b> REDACTED
<b>Order reference number</b> 02109168



## Section B Overview of the requirement

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

- |   |                                     |
|---|-------------------------------------|
| 1. HARDWARE                                       | <input type="checkbox"/>            |
| 2. SOFTWARE                                       | <input checked="" type="checkbox"/> |
| 3. COMBINED SOFTWARE AND HARDWARE REQUIREMENTS    | <input type="checkbox"/>            |
| 4. INFORMATION ASSURED PRODUCTS                   | <input type="checkbox"/>            |
| 5. VOLUME HARDWARE REQUIREMENTS (DIRECT FROM OEM) | <input type="checkbox"/>            |

### Customer project reference

CCSO19B08

### Call Off Commencement Date

23/12/2019

### Call Off Contract Period (Term)

Twelve (12) Months

### Call Off Initial Period

Twelve (12) Months

### Call Off Extension Period (Optional)

Twelve (12) Months

### Specific Standards or compliance requirements

See Call-Off Schedule 5 of the Terms and Conditions



## 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**

The Ministry of Defence has the following requirements that need to be delivered as part of the Contract for a twelve (12) month term with the option to extend for a further twelve (12) months which is to be delivered by Software Box Ltd:

The renewal of the Ministry of Defence's existing Atlassian JIRA, Confluence and Crowd (and associated plugin) with associated support;

The provision of new plugins;

Product updates and upgrades throughout the Contract duration.



<b>Renewal Products</b>				
<b>Item No.</b>	<b>SEN</b>	<b>Description</b>	<b>Initial Term</b>	<b>Quantity (Users)</b>
1	SEN-13072355	Renewal of the existing JIRA Data Center edition	Twelve (12) Months 27/12/2019 - 26/12/2020	2000
2	SEN-13072354	Renewal of the existing Confluence Data Center edition	Twelve (12) Months 27/12/2019 - 26/12/2020	2000
3	SEN-13072353	CROWD (DATA CENTER)	Twelve (12) Months 27/12/2019 - 26/12/2020	2000
4	SEN-13072352	PROFIELDS (DATA CENTER)	Twelve (12) Months 27/12/2019 - 26/12/2020	2000
5	SEN-13072351	STRUCTURE	Twelve (12) Months 27/12/2019 - 26/12/2020	2000
6	SEN-13072350	GLIFFY(DATA CENTER)	Twelve (12) Months 27/12/2019 - 26/12/2020	2000
7	SEN-13072356	BIGPICTURE (DATA CENTER)	Twelve (12) Months 27/12/2019 - 26/12/2020	2000
<b>New Provisions</b>				
<b>Item No.</b>	<b>Description</b>		<b>Initial Term</b>	<b>Quantity</b>
8	META DATA FOR CONFLUENCE (DATA CENTER)		Twelve (12) Months 27/12/2019 - 26/12/2020	2000
9	SCAFFOLDING FORMS & TEMPLATES (DATA CENTER)		Twelve (12) Months 27/12/2019 - 26/12/2020	2000
10	PLANNING POKER JIRA PLUGIN (DATA CENTER)		Twelve (12) Months 27/12/2019 - 26/12/2020	2000

All license identified within the table above include support which is to be provided as part of this Contract.



## KEY MILESTONES AND DELIVERABLES

Software Box Ltd will be measured against the following Contract milestones/deliverables:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Successful activation of all software and support to the Authority.	On the 27 <sup>th</sup> December 2019

## QUALITY

No specific Quality Management System requirements are defined under this requirement. This does not relieve the Software Box Ltd of providing conforming products under this contract. Code of Conduct shall be provided in accordance with DEFCON 627.

Def Stan 05-135 Avoidance of Counterfeit Material shall be included in the requirements for all tenders unless it is considered the risk of counterfeit material in the equipment being procured is low in relation to equipment criticality or safety to life.

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements - Concessions.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties

Quality shall be managed in line with the Terms and Conditions of the RM3733 Technology Products 2 framework.

## SERVICE LEVELS AND PERFORMANCE

The Ministry of Defence will measure the quality of the Software Box Ltd's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Service Delivery	Successful activation of all software and support identified within Section 6 – The Requirement on the 27 <sup>th</sup> December 2019.	100%

Where a supplier fails the KPI's the Ministry of Defence will, in the first instance, seek a mutually agreeable resolution with the supplier in line with the terms and conditions of the Framework. However, if this is not possible, the Ministry of Defence reserves the right to cancel the agreement and seek alternative supply from the next ranked potential provider identified during the procurement event.



## CONTRACT MANAGEMENT

Attendance at Contract Review meetings shall be at Software Box Ltd's own expense.

Software Box Ltd must ensure that the following DEFCONs, or their successors, shall apply throughout the Contract term:

**REDACTED**

Supplier Assurance Questionnaire (SAQ) must be completed in accordance with DEFCON 658 Cyber. The risk profile is 'Low', and the Risk Assessment Reference is RAR-GW3P3C2C

**Warranty Period, if applicable**  
**Not Applicable**

### Location/Site(s) for Delivery

Delivery will be completed electronically. The delivery email address will be REDACTED

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

27/12/2019

### Software

#### Supplier Software

#### Third Party Software

#### Maintenance Agreement

Atlassian JIRA, Confluence,  
Crowd and associated plugin  
licenses

### Additional Clauses (see Annex 3 of Framework Schedule 4)

#### Alternative Clauses

Scots Law  
Or

Northern Ireland Law

Non-Crown Bodies

Non-FOIA Public  
Bodies

#### Additional Clauses

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

C: Due Diligence

D: Call Off Guarantee

E: NHS Coding  
Requirements

F: Continuous Improvement  
& Benchmarking

G: Customer Premises

H: Customer Property



**Items licensed by the Customer to the Supplier (including any Customer Software, Customer Background IPR and Customer Data)**

N/A

**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)**

£140,480.00 (ex.VAT)

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

**Estimated Year 1 Call Off Contract Charges (£)**      £140,480.00 (ex.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

#### Contract Delivery Timescales

- 1) Commencement of licence agreements, licenses and license support via Electronic delivery will be achieved within 2-3 days of an order being placed – To meet the timescales requested an order will need to be placed via CP&F by 20<sup>th</sup> December, due to the Christmas break more time will need to be allowed to make sure licences are in place by 27<sup>th</sup> December 2019.

SBL will manage all respective supply-partners (in accordance with their Ordering and Account Management processes and quality standards) to ensure that SBL as a supply-partnership are able to fulfil the required product delivery:

Details included below of SBL's Intended Project Delivery Plan, in terms of the efforts and actions involved across the 3 phases (*from Contract award point, through to internal Order Processing and ETA progression; through to final delivery of product to the specified Authority email address*).

**Point of Contact throughout the process of Order being placed through to delivery**

**REDACTED**

#### Delivery Plan – Approach:

**Phase 1 - REDACTED**

**Phase 2 - REDACTED**

**Phase 3 - REDACTED**

#### Risks and Mitigation

Lessons learned from previous deliveries affords SBL an understanding of things that can potentially snag, combined with the measures available to reduce the risk of such delays, and how to remediate if/where necessary. Please find a summary below, of how SBL propose to ensure the required timescales are optimised and expedited for the Authority.

SBL also detail their internal escalation process and procedures within this document, which applies to how they will pursue and report vendor ETAs, as well as how the Authority can escalate matters, should there be need for something to be elevated / supported further.

- **Risk 1 Lead Time Slippage – Christmas Break**



SBL will oversee that these electronic licence deliveries are generated as quickly as possible via pro-active dialogues with each vendor supply chain and by setting out their delivery expectations up-front, and requesting direct e-licence delivery for the Authority to avoid delay in transit whilst ensuring SBL can account for the deliveries.

- SBL will be in contact to confirm delivery dates within 2 hours of an order being placed, this is then followed up with the vendor to make sure dates are met on a daily basis, updates on ongoing progress will be provided to the Authority

### **Risk 2 Non Delivery**

- Risk 2 Mitigation – SBL will double check all contact details from the Authority’s side when an order is placed, when the support is activated by SBL, they will contact the Authority to make sure this had been delivered. This would help prevent any unnecessary delays

## **SERVICE AND PERFORMANCE LEVELS, & ESCALATION**

*It is understood that the Authority will measure the quality of SBL’s delivery by the following and therefore SBL will absolutely adhere to these KPIs as a minimum, if awarded the contract.*

**1. Delivery Timescales** - Commencement of the ELA, License and License Support within 5 days of contract award.

**2. Response Times** - Response to queries and issues raised within 24 hours.

**3. Response Times** - Response to queries or issues relating to Vendor provision of licences and Vendor Support within 24 hours.

**4. Service Delivery** - The Authority will be assigned a designated Account Manager to be readily available to provide assistance and guidance to the Authority and help achieve optimal performance from the licences outlined in Section 6 ‘The Requirement’.

**REDACTED**

However there is also the additional option for the Authority to utilise and interface with SBL’s Customer Services Team directly (and an additional option to consider will be the Enhanced Managed Service Help-Desk, detailed separately below within this document).

*For **Non-Technical Support issues** (such as DOA/Faulty/Damaged goods), these will be owned and managed for you by **REDACTED** in conjunction with SBL’s Customer Services Team. **REDACTED***

- SBL have the additional ability to provide the Authority with access to the **Customer Services Team (for product / order queries)** or the Managed Service Help-Desk (when SBL is contracting for Service-delivery) which enables an independent Support representative to be assigned to support (administer and oversee instances) where the Authority requires resolution or escalation support.

### **SBL Escalation Approach**

The following escalation process is made available and communicated (initially via the Customer Service operative) to the Contracting Body:



For all complaints – The Account Manager responsible for the Contracting Body will be informed, and will take responsibility for the successful closure of the complaint.

- For “Significant” and higher complaints – The Sales Manager will be notified.
- For “High” and Higher complaints – The Commercial Manager will be notified.
- For “Very High” – A Director is notified.

The resolution time targets relating to issues recorded on the Helpdesk (through which, time lapses automatically trigger escalations) are as follows:

- Very High Priority – E.g. Multiple user downtime = 2 hour resolution target
- High Priority – E.g. User downtime = 4 hour resolution target
- Significant complaint – E.g. Impact on processes or inability to use product = 24 hour resolution target
- Routine – E.g. Issues to resolve, no significant impact = 72 hours resolution target

Escalation is triggered by the following circumstances:

- Upon request by the Contracting Body.
- When the agreed remediation timescale has lapsed.
- Where an event requires a new remediation timescale to be set and agreed.
- Upon SBL’s considered judgement.

The structure of governance for these escalation paths is as follows:

- The Customer Services operatives will be in place to receive queries, log details, define and expedite actions, and issue updates.
- The Account Manager will be responsible for the Contracting Body, their status as a business partner, and their overall levels of satisfaction.
- The Sales Manager will provide direct line Management for all Contracting Body Account Managers. They are responsible to the overall satisfaction of SBL’s customers, in each market segment, and the attainment of targets commensurate with SBL’s Annual Business Plan.
- The Commercial Manager will be responsible for overall business throughput and performance on RM3733, providing a point of escalation for the Contracting Body acting as a conduit to SBL’s Board as required.
- The Director – Refers to SBL’s Board who take overall responsibility for SBL and its relationship to public sector. The CEO heads up SBL’s Board.

Any action taken that results in an escalation will be communicated to the Contracting Body or Authority (where relevant) via a written Helpdesk Ticket update.

The escalation path process is defined as follows:

- Level 1 – Complaints logged by Customer Services and Account Manager notified (via email Opening Ticket).
- Level 2 – If a resolution to the complaint cannot be reached in the agreed resolution time, the Account Manager notify the Sales Manager.
- Level 3 - If a resolution to the complaint cannot be reached in the agreed resolution time, the Sales notifies the Commercial Manager.
- Level 4 - If a resolution to the complaint cannot be reached in the agreed resolution time, the Commercial Manager will notify a Director.



**Total contract value**

£140,480.00 (ex.VAT)

A full breakdown of the costing is in the table below. 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