**RM6100 Technology Services 3**

**Framework Schedule 4 Annex 1
Lot 1 Order Form**

**Order Form**

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated **28th November 2023** between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available

from the Crown Commercial Service website [www.crowncommercial.gov.uk/agreements/RM6100](http://www.crowncommercial.gov.uk/agreements/RM6100). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and Deliverables specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

1. This document headed “Order Form”;
2. Attachment 1 – Services Specification;
3. Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
4. Attachment 3 – Transparency Reports; and
5. Annex 1 – Call-Off Terms.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

### the Framework, except Framework Schedule 18 (Tender);

### the Order Form and its Attachments;

### the Call-Off Terms; and

### Framework Schedule 18 (Tender).

**Section A**

**General information**

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| **Contract Details** |
| **Contract Reference:** | 709183450 |

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| **Contract Title:** | Provision of Technical Assurance Support (DInfoCom/0255) |

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| **Contract Description:** | Technical Assurance Service (TAS) delivers outcomes to enable Army Digital Services (ADS) to plan and execute the technical activities that are required to deliver and maintain Army applications and hosting infrastructure that are essential to the outputs of ADS. Previous technical programme plans included the roll out of Operating System (REH7,8  and Win Srv 19) and Database upgrades (12C, SQL Srv 19) to Army Hosting Environment (AHE), the migration of Official Sensitive and Secret applications to upgraded AHE, Remote Processing Application (RPA) for DIO, Joint Server Farm Cloud Migration, delivery of CFA services for efficiencies, implementation of Hybrid Cloud solution, technical upgrades to ADW databases (ODI, 12C), and continual delivery of multiple upgrades across ADS technology domains to maintain security.. |

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| **Commencement Date:** this should be the date of the last signature on Section D of this Order Form | 1st April 2024  |

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| **Buyer details** |
| **Buyer organisation name**Army D Info Commercial |

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| **Billing address**Your organisation’s billing address - please ensure you include a postcodeBlenheim Bldg, IDL 1, Army HQ, Andover, Hampshire, SP11 8HT |

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| **Buyer representative name**The name of your point of contact for this OrderREDACTED |

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| **Buyer representative contact details**Email and telephone contact details for the Buyer’s representative. This must include an email for the purpose of Clause 34.2 of the Contract. **Tel. (Skype):**REDACTED **E-mail:** REDACTED  |

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| **Buyer Project Reference**Please provide the customer project reference number.DinfoCom/0255 |

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| **Supplier details** |
| **Supplier name**The supplier organisation name, as it appears in the Framework AgreementBoxxe Ltd |

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| **Supplier address**Supplier’s registered addressFloor 2 & 3, Artemis House, Eboracum Way, York, YO31 7RE |

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| **Supplier representative name**The name of the Supplier point of contact for this OrderREDACTED |

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| **Supplier representative contact details**Email and telephone contact details of the supplier’s representativeREDACTED |

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| **Order reference number or the Supplier’s Catalogue Service Offer Reference Number**A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier’s Catalogue Service Offer Reference Number.709183450 |

**Section B**

**Part 1 - The Services Requirement**

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| **Commencement Date**1st April 2024 |

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| **Contract Period***Guidance Note – this should be a period in months from the Commencement Date, up to the maximum permitted Contract Period of 24 months (2 years)*Twenty Four (24) months / Two (2) years  |

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| **Services**The Supplier shall provide the following Services to the Buyer:In accordance with Annex B (Statement of Requirement) and agreed Monthly Statement of WorkThe Services are more particularly described in Annex B (Statement of Requirement).  |

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| **Deliverables**The Supplier shall provide the following Deliverables to the Buyer as part of the Services: In accordance with Annex B (Statement of Requirement) and agreed Monthly Statement of Work |

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| **Sites for the provision of the Services***Guidance Note - Insert details of the sites at which the Supplier will provide the Services and/or Deliverables, which shall include details of the Buyer Premises, Supplier premises and any third party premises.* The Supplier shall provide the Services and/or Deliverables from the following Sites**:** **Buyer Premises:** Army HQ, Andover**Supplier Premises:**Floor 2 & 3 Artemis House, Eboracum Way, York YO31 7RE**Third Party Premises:** N/A |

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| **Additional Standards** Guidance *Note: see Clause 7 (Standards) and the definition of Standards in Schedule 1 of the Call-Off Terms. Specify any particular standards that should apply to this Contract over and above the Standards.* As detailed within the Statement of Requirement (Annex B) |

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| **Key Supplier Personnel***Guidance Note: see Clauses 6.4 – 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).*Not applicable |

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| **Buyer Property***Guidance Note: see definition of Buyer Property in Schedule (Definitions) of the Call-Off Terms. Include details of any property other than real property or IPR below.* MODNet Laptops, Access to site |

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| **Buyer Security Policy** *Guidance Note: where the Supplier is required to comply with the Buyer’s Security Policy then append to this Order Form below.* As detailed within the Statement of Requirement (Annex B) |

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| **Buyer Enhanced Security Requirements** *Guidance Note: if the Supplier has access to the Buyer System then the Buyer should consider including additional enhanced security requirements here to govern the Supplier’s use of such system – this might include incorporating an ICT policy. These requirements are in addition to those set out in the Security Policy (if any) above.* Not Applicable  |

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| **Insurance** *Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*Third Party Public Liability Insurance (£) - Not ApplicableProfessional Indemnity Insurance (£) - Not Applicable |

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| **Key Sub-Contractors** *Guidance Note: see Framework Schedule 7 (Key Sub-Contractors) for detail and include here details of any Key Sub-Contractors which are applicable to this Contract.* REDACTED |

**Part 2 – Charges, Payment and Invoicing**

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| **Contract Charges (excluding VAT)***Guidance Note - insert the applicable Charges having regard to Framework Schedule 3 (Framework Prices and Charging Structure) and include details of time and materials and any fixed price. Also include details of any agreed expenses and terms relating to such expenses.* As per Annex D Pricing Proposal Man Day Rates All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.  |

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| **Payment Profile***Guidance Note – insert details of payment profile which may be monthly or quarterly in arrears or the parties may agree to include payments associated with the achievement of milestones, in which case details of milestones payments should be included here.* The payment profile for this contract is monthly in arrears in accordance with Monthly Statements of Work.  |

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| **Invoice Details** The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile. All invoices must be sent to:REDACTEDAll invoices must include:Number of resources, number of days, day rate, purchase order reference number |

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| **Method of Payment***Guidance Note – insert method of payment e.g. BACS.*The payment method for this Contract is: Contracting, Purchasing & Finance (CP&F) tool / Exostar  |

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| **Contract Anticipated Potential Value:** *Guidance Note: for procurement purposes the Buyer will need to include details of the overall anticipated potential value of this Contract over the Contract Period*  | £1,788,000.00 Ex VAT  |

**Part 3 – Additional and Alternative Buyer Terms**

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| **Additional Schedules and Alternative Clauses** *(see Annex 3 of Framework Schedule 4)**This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lot 1.***Additional Schedules***Guidance Note: Tick any applicable boxes below*

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| **Additional Schedules** | **Tick as applicable** |
| S1: Business Continuity and Disaster Recovery | ☐ |
| S2: Continuous Improvement | X |
| S3: Supply Chain Visibility | ☐ |

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract. **Alternative Clauses***Guidance Note: Tick any applicable boxes below*The following Alternative Clauses will apply:

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| **Alternative Clauses** | **Tick as applicable** |
| Scots Law | ☐ |
| Northern Ireland Law | ☐ |

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract.  |

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| **Liability***Guidance Note: to the extent that the Buyer would like to* ***increase*** *the limits of liability contained in Clause 12.1 of the Call-Off Terms, then specify the alternative limit below. Neither party is permitted to lower the limits set out in Clause 12.1 of the Call-Off Terms.* The limitation of liability set out in Clause 12.1 of the Call-Off Terms shall be amended to read: Not Applicable |

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| **Termination for Convenience** *Guidance Note: insert details of the notice period for termination for convenience where such period needs to be shorter or longer than the standard position under the Call-Off Terms.* The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms shall be amended from 30 Working Days to read: Not Applicable |

**Section C**

**Supplier response**

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| **Commercially Sensitive information**Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*[*insert details of any agreed Supplier Confidential Information which is commercially sensitive in nature or Not Applicable*] |

**Section D**

**Contract award**

This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

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| **SIGNATURES** |

**For and on behalf of the Supplier**

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| Name | REDACTED |
| Job role/title | **Head of Defence Sales** |
| Signature | REDACTED |
| Date | **29/11/2023** |

**For and on behalf of the Buyer**

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| Name | REDACTED |
| Job role/title | **SO1 D INFO COMMERCIAL TEAM LEAD** |
| Signature | REDACTED |
| Date | **28 November 2023** |

**Attachment 1 – Services Specification**

As Per Annex B Statement of Requirement

REDACTED

**Attachment 2 – Schedule of Processing, Personal Data and Data Subjects – NOT APPLICABLE**

REDACTED

**Attachment 3 – Transparency Reports**

REDACTED

**Annex 1 – Call-Off Terms and Additional Schedules and Alternative Clauses**

REDACTED