



**Technology Services 2 Agreement RM3804
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 provide the 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 ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

Defence Business Service (DBS) part of the Ministry of Defence (MOD)

Billing address

Your organisation's billing address - please ensure you include a postcode
Via CP&F

Customer representative name

The name of your point of contact for this Order
REDACTED

Customer representative contact details

Email and telephone contact details for the Customer's representative
REDACTED

Supplier details

Supplier name

The Supplier organisation name, as it appears in the Framework Agreement
Software Box Ltd



Supplier address

Supplier's registered address
REDACTED

Supplier representative name

The name of the Supplier point of contact for this Order
REDACTED

Supplier representative contact details

Email and telephone contact details of the supplier's representative
REDACTED

Order reference number

A unique number provided by the supplier at the time of the Further Competition Procedure
REDACTED

Section B
Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition)

- 1. TECHNOLOGY STRATEGY & SERVICES DESIGN
- 2. TRANSITION & TRANSFORMATION
- 3. OPERATIONAL SERVICES
- 4. PROGRAMMES & LARGE PROJECTS
 - a. OFFICIAL
 - a. SECRET (& above)

Customer project reference

Please provide a project reference, this will be used in management information provided by suppliers to assist CCS with framework management

60399472, 60399589 and 60399574
(CCIS18A81 Lot 2)

Call Off Commencement Date

The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form

01/11/2018

Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)	-	2
2	36 (3)	-	3
3	36 (3)	-	5
4	60 (5)	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1)



Call Off Initial Period Months

Five (5) weeks

Commencing on the 1st November 2018
and expiring on the 7th December 2019

Call Off Extension Period (Optional) Months

None

Minimum Notice Period for exercise of Termination Without Cause
(Calendar days)

Thirty (30) days' notice

Additional specific standards or compliance requirements

Not Applicable.

Customer's ICT and Security Policy

The Supplier shall deliver all services in line with the Requirement Table within section 3.2 of the Specification. This includes all references and obligations relating to ICT and Security policies, procedures and practices.

Security Management Plan

The Supplier shall provide a Security Management Plan within 90 days of contract award and this plan shall be executed in line with HM Government security standards.

Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure)

1. SPECIFICATION TAKEN FROM THE APPENDIX B – STATEMENT OF REQUIREMENT

- 1.1 The Contract will commence on Contract Award and expire on the 7th December 2018.
- 1.2 The Authority requires configuration of existing KOFAX scanners for use on new Windows 7 workstations (Qty 10) for implementation on a Windows 2012 server domain. The scanners are used alongside the scan stations to bulk scan and upload documents onto a SHARE application file system.
- 1.3 The works are to be carried out at the Authority's site in Cheadle (See Location Section 21 for further address details).
- 1.4 SBL will be responsible for:
 - 1.4.1 Delivery of configuration of existing KOFAX scanners (quantity 3 x Kodak i1860, quantity 2 x Kodak i260 and quantity 2 x Fujitsu Fi-6800).
 - 1.4.2 These are to be used on new Windows 7 Workstations (Dell OptiPlex 3020 – quantity of 10) for implementation on a Windows 2012 Server Domain.
- 1.5 The skillset required for carrying out the works is as follows:



1.5.1 Essential

1.5.1.1 Extensive knowledge for all versions of Kofax Capture Suite and the compatibility of the software with Windows 7 builds.

1.5.1.2 Knowledge of the physical requirements to connect basic Dell machines to Kodak i1860, i260 and Fujitsu Fi-6800 scanners.

1.5.2 Preferred

1.5.2.1 Previous experience of working on MOD/Other Government Department networks infrastructure.

1.5.2.2 Knowledge of other KOFAX software that may improve the scanning process and services between the systems that connect to it,

2. SUPPLIERS RESPONSE

Questionnaire 4.1C

REDACTED

Location/Site(s) for provision of the Services

REDACTED



Additional Clauses (see Annex 3 of Framework Schedule 4)

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Applicable Call Off Contract Terms

Tick any applicable boxes below

A: SERVICES - Mandatory

Lot 3 (Lot 4a + 4b where Lot 3 services are included)

A: PROJECTS - Optional

Lots 1 and 2

A1: Testing

A2: Key Personnel

B: SERVICES - Optional

Lots 3 and 4a and 4b

B1: Business Continuity and Disaster Recovery

B2: Continuous Improvement & Benchmarking

B3: Supplier Equipment

B4: Maintenance of the ICT Environment

B5: Supplier Request for Increase of the Call Off Contract Charges

B6: Indexation

B7: Additional Performance Monitoring Requirements

Optional Clauses

Can be selected to apply to any Order

Tick any applicable boxes below

C: Call Off Guarantee

D: Relevant Convictions

E: Security Requirements

F: Collaboration Agreement
Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

G: Security Measures

H: MOD Additional Clauses

Alternative Clauses

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

Tick any applicable boxes below

Scots Law Or

Northern Ireland Law

Non-Crown Bodies

Non-FOIA Public Bodies

Collaboration Agreement (see Call Off Clause F)

Organisations required to collaborate (Collaboration Suppliers) Not Applicable.

An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date
OR

Not Applicable.



An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form.

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

Not Applicable.

Third Party Software

Not Applicable.

Include license or link in Call Off Schedule 3

Customer Property

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

List below if applicable (see Call Off Clause 21)

None Nominated

Call Off Contract Charges and Payment Profile

Include 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)

List below or append as a clearly marked document (see Call Off Schedule 2)

Call-Off Contract Period – 1st November 2018 to 7th December 2019

£22,500.00 (excluding VAT)

REDACTED

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

As per Call Off Clause 31.1.1

Delay Period Limit (calendar days)

Insert right (see Call Off Clause 5.4.1(b)(ii))

Not Applicable.

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

£22,500.00 excluding VAT

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£)

Not Applicable.

Professional Indemnity Insurance (£)

Not Applicable.

Transparency Reports (see Call Off Clause 23.4)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
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[Performance]			
[Call Off Contract Charges]			
[Key Sub-Contractors]			
[Technical]			
[Performance management]			

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Not Applicable.
Where applicable insert right

Implementation Plan

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Not Applicable.
Where applicable insert right

BCDR (see Call Off Clause B1)

An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract *tick box (right) and append as a clearly marked complete document*

OR

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Not Applicable.
Where applicable insert right

Disaster Period (calendar days)

Supplier Equipment (see Call Off Clause B3)

X - Service Failures (number) <i>Where applicable insert right</i>	Not Applicable.	Y – Period (Months) <i>Where applicable insert right</i>	Not Applicable.
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Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

Key Personnel

List below or append as a clearly marked document to include Key Roles

As identified in Section C – Customer Core Services Requirement

Customer Responsibilities

List below or append as a clearly marked document

The Customer will provide resources to work alongside the SBL for the transfer of skills to take place.

The Authority will arrange to carry out the UKSV checks to ensure that the SBL Staff hold current security clearance.

The Authority will arrange for the necessary access to site for the SBL’s staff for carrying out the work.



Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

List below or append as a clearly marked document (see Call Off Clause D where used)

Not Applicable.

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document

Specific requirement and its relation to the Services Other CCS framework agreement(s) to be used

Not Applicable.

Not Applicable.

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)

Service Levels

If required by the Customer populate the table below to describe the detail (content is suggested examples)

KEY MILESTONES

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 Agreement	Within one (1) day of Contract Award
2	Engagement Meeting between the Authority and the Provider	Within one (1) week of Contract Award
3	Configuration of KOFAX Scanners	To be completed by 7th December 2018

Lot 2 - The Provision of Infrastructure Network Configuration

KPI/SLA	Service Area	KPI/SLA description
1	Delivery Timescales	Completion of the Configuration by 7th December 2018

Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

In relation to a Critical Service Level Failure shall include a delay in producing ordered by the Customer in excess of twenty four (24) hours more than once in any **three (3) Month** period or more than three (3) times in any rolling twelve (12) Month period.

In relation to a Critical Service Level Failure shall include a loss of during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) to the for more than twenty four (24) hours accumulated in any **three (3) Month** period, or forty eight (48) hours in any rolling twelve (12) Month period.



Service Credits

Formula for calculation

As above.

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year **10%** of the Estimated Year 1 Call Off Contract Charges; and

during the remainder of the Call Off Contract Period, **10%** of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.



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

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract
Not Applicable.

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements
£22,500.00 excluding VAT for the initial five (5) week period commencing on 1st November 2018 to the 7th December 2018.

REDACTED



Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the 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	30.10.2018

For and on behalf of the Customer

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	30.10.2018



Annex A - 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