



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

Joint Forces Command (JFC) – Ministry of Defence (MOD)

Billing address

REDACTED.

Customer representative name

REDACTED.

Customer representative contact details

Email: REDACTED Telephone: REDACTED.

Supplier details

Supplier name

Software Box Ltd

Supplier address

REDACTED.

Supplier representative name

REDACTED.

Supplier representative contact details

Email: REDACTED Telephone: 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 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

CCSO18B45

Call Off Commencement Date

To commence upon Contract Award. (Anticipated 29th November 2018)

Call Off Contract Period (Term)

To commence on the 29th of November and concluding on the 18/09/2020. This period covers the varying start dates for the required Goods.

Call Off Initial Period

22 Months.

Call Off Extension Period (Optional)

No extension Options

Specific Standards or compliance requirements

The specification for this requirement is outlined within the Appendix B – Statement of Requirements. The Customer's populated Schedule 5 in line with GDPR can be found under Annex B - 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 B



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

Please see accompanying Annex A – Software Box Price Schedule, with the required licences that Software Box have priced for. The table within Annex A lists 201 items however the actual quantities of each licence vary and these quantities are listed in a separate column.

SERVICE LEVELS AND PERFORMANCE

The Authority will measure the quality of Software Box's delivery by:

KPI/SLA	Service Area	KPI/SLA Description	Target
1	Service Delivery	All licences support and maintenance to be implemented/renewed in line with the dates listed in Annex A – Requirement Specification;	100%
2	Service Delivery	Potential providers are to adhere to each of the SLA's offered under the required support and maintenance packages;	100%
3	Service Delivery – Riverbed & BMC products	Access to 24 x 7 website, phone and email support throughout the duration of the twelve (12) month contract term;	100%
4	Service Delivery – Deep Secure products	Access to phone and email support during the hours of Monday to Friday 08:30 – 17:30, excluding Bank and Public Holidays.	100%
5	Service Delivery – Riverbed and BMC products	The Authority to receive all software support, including maintenance releases and major upgrades throughout the life span of the twelve (12) month contract.	100%

KEY MILESTONES

Software Box should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
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1	Implementation of licences support and maintenance where previous cover has expired.	Within five (5) days of receipt of purchase order
2	Implementation of licences/support and maintenance where renewal is due at future date.	Upon date of renewal.

Warranty Period, if applicable

Not Applicable.

Location/Site(s) for Delivery

REDACTED

Dates for Delivery of the Goods and/or the Services

29/11/2018

Software

Supplier Software

'Please see Annex A- Licence details'

Third Party Software

N/A

Maintenance Agreement

N/A

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)

Not 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)

£740,797.39 (excluding VAT)

Is a Financed Purchase Agreement being used?

Estimated Year 1 Call Off Contract Charges (£) £740,797.39 (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

£740,797.39 (excluding VAT)

Please see Annex A – Software Box Price Schedule for the full breakdown of Costs.



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	
Job role/title	
Signature	
Date	

For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	



Annex B: 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