



Crown
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**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, part of the Ministry of Defence

Billing address

Via CP&F

Customer representative name

REDACTED

Customer representative contact details

REDACTED

Supplier details

Supplier name

Software Box Limited

Supplier address

REDACTED

Supplier representative name

REDACTED

Supplier representative contact details

REDACTED

Order reference number

CCIH19A40



Section B Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable

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

Customer project reference CCIH19A40

Call Off Commencement Date

20th January 2020 and expires 19th January 2021

Call Off Contract Period (Term)

Twelve months from Successful delivery of the goods with no option to extend.

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 Requirement

1. The requirement is made up of hardware and software licenses.
REDACTED
2. A full breakdown and description of each product is detailed on Attachment 4 – Price Schedule.
3. The manufacturer's standard warranty will apply to all hardware provided in this tender. Bidders will be required to confirm the warranty period for each item within their completed Attachment 4 – Price Schedule.
4. Bidders are requested to provide pricing and confirmation of the manufacturer's warranty period for supply and delivery of all hardware Specified in Attachment 4 - 'Price Schedule'.
5. No alternative or reconditioned equipment will be accepted by the Authority.
6. All hardware must be brand new original equipment manufacturers stock and cannot be from 'Grey' sources.

Key Milestones

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Successful delivery of all products free from damage.	Within 4 weeks of Contract Award.
2	Commencement of Licences on a (12) month Support	On Successful Delivery of the equipment

Quality

1. Quality shall comply with those terms set out in this ITT and in line with the Terms and Conditions of RM3733 Technology Products 2 Item C Section 5.0 Standards and Quality.



2. No alternative or reconditioned equipment will be accepted by the Authority.
3. All equipment must be brand new Original equipment manufacturers stock and cannot be from 'Grey' sources.

Service Levels and Performance

1. The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Timescales	All products to be securely packaged, delivered free from damage, in accordance with the delivery schedule	100%
2	Response Times	Response resolution to queries and issues raised within 24 hours.	100%

2. Where a supplier fails the above KPIs/SLAs the Authority 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 Authority reserves the right to cancel the agreement and seek alternative supply from the next ranked potential provider identified during the procurement event.

Contract Management

Contract management duties will not be undertaken by the Contracting Authority.

Warranty Period, if applicable

For details on Warranty, please see Section D supplier response

Location/Site(s) for Delivery

REDACTED

Dates for Delivery of the Goods and/or the Services

Within 4 weeks of Contract Award

Software

Supplier Software

N/A

Third Party Software

Please see Section D Supplier response

Maintenance Agreement

N/A



Additional Clauses (see Annex 3 of Framework Schedule 4)

Alternative Clauses	Additional Clauses	Optional Clauses
Scots Law Or	A: Termed Delivery – Goods	C: Due Diligence
Northern Ireland Law	B: Complex Delivery – Solutions (includes Termed Delivery – Goods)	D: Call Off Guarantee
Non-Crown Bodies	NB Both of the above options require an Implementation Plan which should be appended to this Order Form	E: NHS Coding Requirements
Non-FOIA Public Bodies		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)

£739,915.28 (excluding VAT)

Is a Financed Purchase Agreement being used?

Estimated Year 1 Call Off Contract Charges (£) £739,915.28 (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

REDACTED



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Software Box Limited – Pricing Schedule

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



ANNEX A

Call-Off Schedule - Schedule of Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the processing	<p><i>The only personal details contained within the procurement strategy are the names, email addresses and telephone numbers of the evaluators and the name, work address, email and telephone number of the individual taking receipt of the hardware.</i></p> <p>The processing of Personal Data by the Supplier, provided via Crown Commercial Services and the Customer, as part of the procurement and order process. These include, but are not limited to: references in the Appendix B; Requirements document; Contract evaluation on Crown Commercial Services portal; Order Form; purchase order and point of contact for delivery of goods and services procured under the contract.</p> <p>The Data Processor is the Framework Supplier and any sub-Contractor that has a stake hold in this agreement.</p>
Duration of the processing	<p><i>6th November 2019 (beginning of procurement process) until delivery.</i></p> <p>Data will be processed from the Invitation to Tender process, through until contract award and for the duration of the Contract, as per the Order Form.</p>
Nature and purposes of the processing	<p><i>The data is utilised to identify the evaluators of the tender process and allow the hardware to be delivered to the correct point of contact.</i></p> <p>The processing of Personal Data by the Supplier, provided via Crown Commercial Services and the Customer, as part of the procurement and order process. These include, but are not limited to: references in the Appendix B Requirements document, Order Form and purchase order. This is to include work email addresses and phone numbers</p>
Type of Personal Data	<p><i>Name, Work address, email and telephone numbers.</i></p> <p>Name Telephone number Email address</p>
Categories of Data Subject	<p><i>Only staff data of personnel employed by the MOD and contractors to MOD contained.</i></p> <p>This shall include, but not limited to:</p> <ul style="list-style-type: none"> • The Customer's and its service provider's Personal Data. • Point of contact for delivery of
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	<p>The Supplier is to delete any Personal Data (and any copies of it) after 7 years after the expiry or termination of the framework agreement / Contract unless the Supplier is required by Law or Clause 9 (RECORDS, AUDIT ACCESS AND OPEN BOOK DATA) to retain the Personal Data.</p>