



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

Ministry of Defence

Billing address

Payment will be made via CP&F

Customer representative name

REDACTED

Customer representative contact details

REDACTED

Supplier details

Supplier name

Software Box Limited

Supplier address

Eastmoor House, Green Park Business Centre, Sutton on the Forest, North Yorkshire YO61 1ET

Supplier representative name

REDACTED

Supplier representative contact details

REDACTED

Order reference number

REDACTED



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 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

CCSO20A01

Call Off Commencement Date

The Call Off Commencement Date is 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

01/02/2020

Call Off Contract Period (Term)

A period in Months which does not exceed 60 Months (5 years) - **leave blank if this is a simple transactional Goods purchase.** Where established as an initial and extension period complete the fields below

Four (4) Years

Call Off Initial Period Months

31st January 2024

Call Off Extension Period (Optional) Months

Not Applicable.

Specific Standards or compliance requirements

Include any conformance or compliance requirements with which the Goods and/or Services must meet

[Click here to enter text.](#)



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

To include where relevant Packing/Packaging

- 1.1.1 [Click here to enter text.](#) A pre-agreed volume of Hybrid Purchasing program Credits, allocated between a perpetual fund and an SaaS fund.
- 1.1.2 A Pre-agreed volume of Subscription Purchasing Program Credits.
- 1.1.3 The consolidation of the existing Install Base Subscriptions and support for all existing license with valid support contract including and excluding pre-agreed programmes.
- 1.1.4 A 4 year SaaS Term for a pre-agreed volume of Workspace ONE Enterprise Managed Hosting and Workspace ONE Advanced Licences.
- 1.1.5 A pre agreed number of consulting and learning credits with associated Technical Account Managers and support.
- 1.1.6 Additional bundled services including a small volume of Pivotal PaaS, Kubernetes, Carbon Black on-prem licences, Advanced Global Load Balancer, VMware on AWS NSX SD-Wan, & AppDefense licences.

Service	Occurrence	SLA Response Time
Benefit Tracking	Monthly	Delivered as part of a monthly service review
Token Burn Down	Monthly	Delivered as part of a monthly service review
Licence Support VMWare Helpdesk Function	Ongoing	4 Working Hours Monday – Friday between 08:00-17:00
Licence updates (effective to the MOD) Product lifecycle updates Product Promotions or Changes	Monthly Minimum	Delivered as part of monthly service review
Training Provision		



Product Licencing – Webinars	Adhoc Adhoc	
VMware Portal Administration including Key Management.	On-Going	4 Hours

1.2 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Contract Order Form signed	Within two (2) working days of contract award
2	Commencement of Licences	1 st Feb 2020
3	Licence Certificate to be sent to the authority	Within 2 working days of the 1 st Feb 2020

2. MANAGEMENT INFORMATION/REPORTING

Reporting	Standard LSP Service	Occurrence	SLA response Time
Monthly Meeting	Y	Monthly	
Monthly Licencing Consumption Reporting	Y	Monthly	
Adhoc Reporting of the above	Y	Adhoc	1 Working Day
Benefit Tracking	Y		Delivered as part of a service review
Token Burn Down	Y		Delivered as part of a service review

2.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration

2.2 The Supplier should present new ways of working to the Customer during monthly Contract review meetings.



- 2.3 Changes to the way in which the Services are to be delivered must be brought to the Customers attention and agreed prior to any changes being implemented.
- 2.4 Quality shall be line with the terms and conditions of RM3733 Technology Products 2 to item C section 5.0 standards and quality.
- 2.5 The Customer requires the Supplier to provide a sufficient level of resource throughout the duration of the VMWare ELA contract, in order to consistently deliver a quality service to all parties.
- 2.6 The Suppliers staff assigned to VMWare ELA contract shall the relevant qualifications and experience to deliver the contract to a required standard
- 2.7 The Supplier shall ensure staff understand the Customers vision and objectives and will provide excellent customer service to the Customer throughout the duration of the contract.
- 2.8 The Customer will measure the quality of the Supplier's delivery by

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery timescales	All licences to be received within 2 working days from order issue	100%
2	Service Delivery	Continue and uninterrupted support provision as outlined in Section 6 of the requirement for the duration of the contract term.	100%

- 2.9 Where the Supplier fails the KPI's the Customer will, in the first instance, seek a mutual agreeable resolution with the LSP in line with the terms and conditions of the framework. However, if this is not possible the Customer reserves the right to cancel the agreement and seek alternative supply from the next ranked Supplier identified during the procurement event.
- 2.10 The Suppliers staff to be have either BPSS or SC for onsite visits. Prior to any onsite visits the Supplier will provide the Customer evidence of Security Clearance, names of staff attending and registration details of all vehicles, staff will also require valid ID (driving licence or passport) prior to entry to site.
- 2.11 Attendance at Contract Review meetings shall be at the Supplier's own expense.



Warranty Period, if applicable

Not applicable

Location/Site(s) for Delivery

REDACTED

Dates for Delivery of the Goods and/or the Services

01/02/2020

Software List product details under each relevant heading below

Supplier Software

[Click here to enter text.](#)

Third Party Software

[Click here to enter text.](#)

Include license or link in Call Off
Schedule 3

Maintenance Agreement

[Click here to enter text.](#)

Include terms or link in Call Off
Schedule 3

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)

List below

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)

2.12 [Click here to enter text.](#) The Supplier shall supply the goods/services specified in the order form to the Customer subject to the terms and conditions of the Contract and payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

2.13 Payment will be paid via CP&F. The Supplier must have signed up to terms within the (DEF Form 30 electronic transaction agreement) and be fully set up on Exostar. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

2.14 The payment profile for the Contract is as follows

REDACTED

Total Contract Value £72,277,447.34

Is a Financed Purchase Agreement being used?

Tick as required



If so, append to Call Off Schedule 2 as Annex A

Estimated Year 1 Call Off Contract Charges (£)

For Orders with a defined Call Off Contract Period

REDACTED

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

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements

Total Contract Value £72,277,447.34

***CALL OFF SCHEDULE 2, ANNEX A: FINANCED PAYMENT AGREEMENT TO
CONTRACT NUMBER CCS020A01 ("AGREEMENT")***

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	
Job role/title	
Signature	
Date	

For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	