



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

Department for Education

Billing address

Your organisation's billing address - please ensure you include a postcode

REDACTED

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
Bytes Software Services

Supplier address

Supplier's registered address

Bytes Software Services Ltd. Registered in England and Wales. Registration No; 1616977. Registered Office; Bytes House, Randalls Way, Leatherhead, KT22 7TW.

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 quote
Supplier to confirm



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

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

Microsoft CSP Partner

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

25/06/2019

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

Up to 24 months

Call Off Initial Period Months

12 months.

Call Off Extension Period (Optional) Months

12 months (subject to further appropriate approvals)

Specific Standards or compliance requirements

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

The Supplier will carry out the services with reasonable care and skill. All services supplied shall exceed, or be fit for the particular purpose, for which they are supplied with reference to the Customer's requirements - in line with quality standards detailed in the Supplier's offering outlined in the attached (Appendix B) Cloud Support Offer. The service level and availability criteria required for this Call-Off Contract are as per the attached document, and as outlined in Schedule 1. The Bytes CSP Service is underpinned by the Microsoft platform with the inherent SLA's (Schedule 1, attached) with Microsoft delivering the services with their infrastructure.



BYTES - Appendix B -
Bytes Cloud support.



Schedule 1
OnlineSvcsConsolidat



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

Provision of Microsoft Online Products and Services, as per CSP Program through the Microsoft Cloud Agreement

Provision of Cloud support 'Service Wrap', which underpin Microsoft CSP Online Services, as outlined in Appendix B (attached):-

Provision of complimentary consultancy workshops and applicable Microsoft Cloud Solution events, current programme as outlined in Appendix A (attached), to be agreed as part of the on-boarding plan.



BYTES - Appendix B -
Bytes Cloud support.



BYTES - Appendix A
- Bytes Complimenta

Warranty Period, if applicable
n/a

Location/Site(s) for Delivery
Applicable to all DfE sites

Dates for Delivery of the Goods and/or the Services
Licences to be available within 24 hours of orders placed.

Software List product details under each relevant heading below

Supplier Software

Various Microsoft software.

Third Party Software

Various Microsoft software

Maintenance Agreement

Click here to enter text.

Include terms or link in Call Off
Schedule 3



Microsoft Volume
Licensing Online Serv



Schedule 1
OnlineSvcConsolidat



Microsoft Cloud
Agreement.pdf

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

n/a.

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)

Total Contract Value is up to £4,500,000 excluding VAT. The payment method for this Call-Off Contract is BACS. The Supplier will issue electronic invoices following the raising of a Purchase Order. Where the Purchase Order has been identified as being subject to monthly billing then the invoice will be based on actual usage / consumption in the preceding month. Where changes have been made to the Bytes CSP Portal, namely CSP Subscription amendments with licence numbers increasing, decreasing, and being suspended, these changes will be reflected within 24 hours and be reflected on the next monthly invoice. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. All invoices must include: be dated and have a unique invoice number; quote a valid purchase order number; include correct Supplier details; specify the services supplied; and be for the correct sum – in accordance to costs agreed with the Customer;

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 (£) £2.17m
For Orders with a defined Call Off Contract Period

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
Bytes Cost Model (attached) and subsequent supplier pricing **REDACTED**
Bytes Tender Questionnaire response (attached) **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

The Total Contract Value is up to £4,500,000 excluding VAT. The initial 12 month value is up to £2,170,000 excluding VAT.



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 | 25 June 2019 |

For and on behalf of the Customer

| | |
|----------------|--------------|
| Name | REDACTED |
| Job role/title | REDACTED |
| Signature | REDACTED |
| Date | 25 June 2019 |