



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.

<b>Customer details</b>
<b>Customer organisation name</b> Ministry of Defence
<b>Billing address</b> REDACTED INFORMATION
<b>Customer representative name</b> REDACTED INFORMATION
<b>Customer representative contact details</b> REDACTED INFORMATION

<b>Supplier details</b>
<b>Supplier name</b> Softcat Plc
<b>Supplier address</b> REDACTED INFORMATION
<b>Supplier representative name</b> REDACTED INFORMATION
<b>Supplier representative contact details</b> REDACTED INFORMATION
<b>Order reference number</b> CCSO20A05



## 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

CCSO20A05

### Call Off Commencement Date

21<sup>st</sup> March 2020

### Call Off Contract Period (Term)

The Contract shall expire on the 20<sup>th</sup> March 2021

### Call Off Initial Period

One (1) period of twelve (12) months

### Call Off Extension Period (Optional)

N/A

### Specific Standards or compliance requirements

N/A



## 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 scope of this requirement extends to the following provisions:

- The provision of the required Software Licences and support outlined within 'The Requirement'.
- Renewal of McAfee Endpoint Protection: Renewal term starts 21<sup>st</sup> March 2020.
- Renewal of McAfee Products, including back-dating of support

This contract does not extend to any;

- Maintenance and installation of any hardware.

### THE REQUIREMENT

The requirement is for the renewal of support against the existing licences.

Please note, a number of these Licences have expired and need to be backdated as per Table 1 below.

The Supplier is required to provide pricing to include the backdated licence period using the 'From' column of Table 2. The licences are to be co-termed and will expire on the 31<sup>st</sup> March 2021.

Table 1

REDACTED INFORMATION

Table 2

REDACTED INFORMATION

As part of the support, The Customer requires the following support provisions:

- Unlimited number of support requests
- Remote support
- Online access to documentation, technical resources, knowledge base and products updates and upgrades.

Support will be raised via telephone against the vendor and will be resolved within an hour. The helpdesk will be used for phone based support.

### VOLUMES

The volumes are outlined within The Requirement section above.



### CONTINUOUS IMPROVEMENT

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

Changes to the way in which the services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

### STAFF AND CUSTOMER SERVICE

The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

### SERVICE LEVELS AND PERFORMANCE

The Customer will measure the quality of the Supplier's delivery by:

The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Timescales	Renewal of the support requirement commencing 21 <sup>st</sup> March 2020	100%
2	Service Delivery	All product updates and upgrades to be received during the contract term	100%

Where the Supplier fails the SLA's/KPI's as outlined above, the Customer agrees to work with the Successful Supplier to resolve service failure issues and to seek a mutual agreeable resolution in line with the terms and conditions. However, it will remain the Supplier's sole responsibility to resolve any such service failures and if resolution is not possible, the Customer reserves its right under the Contract.

### CONTRACT MANAGEMENT

Contract management will be carried out by the Customer in accordance with the Key Milestones and Service Level Agreements detailed within this Statement of Requirements.

### Warranty Period, if applicable

N/A

### Location/Site(s) for Delivery

The location of the Services will be carried out at REDACTED INFORMATION.

Electronic delivery of the licences shall be made to REDACTED INFORMATION.



### Dates for Delivery of the Goods and/or the Services

The Supplier should note the following project milestones that the Customer will measure the quality of delivery against

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Call off Contract signed	Within one (1) working day of the contract award
2	Renewal of the licence and support requirement by the required dates	No later than 21 <sup>st</sup> March 2020
3	Licence certificates to be sent to the Customer	Within week one (1) of Contract Award

### Software

#### Supplier Software

Not Applicable

#### Third Party Software

McAfee

#### Maintenance Agreement

Not Applicable

### Additional Clauses (see Annex 3 of Framework Schedule 4)

#### Alternative Clauses

Scots Law  
Or

Northern Ireland Law

Non-Crown Bodies

Non-FOIA Public  
Bodies

#### Additional Clauses

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

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)**



## **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Customer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Customer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

**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)**

£551,490.83 excluding VAT.

Payment will be made by CP&F.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices must be submitted to: REDACTED INFORMATION

Payment will be made thirty (30) days following receipt of a correctly submitted invoice.

**Is a Financed Purchase Agreement being used?**

**Estimated Year 1 Call Off Contract Charges (£)** £551,490.83 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**

All Supplier Pricing other than the Total Contract Value.



Crown  
Commercial  
Service

**Total contract value**

The total contract value is £551,490.83 (excl VAT) including all expenses and delivery

REDACTED INFORMATION



REDACTED INFORMATION



## 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 INFORMATION
Job role/title	
Signature	REDACTED INFORMATION
Date	

#### For and on behalf of the Customer

Name	REDACTED INFORMATION
Job role/title	
Signature	REDACTED INFORMATION
Date	