Crown Commercial Service

OFFICIAL

9th Floor, The Capital, Old Hall Street, Liverpool. L3 9PP T 0345 010 3503 E info@crowncommercial.gov.uk

www.gov.uk/ccs

Insight Direct (UK) Ltd.

REDACTED REDACTED REDACTED REDACTED

Attn: REDACTED

REDACTED Date: 7th November 2016

Procurement ref: CCSO16A97 (RCA115794)

Dear Sir/Madam,

Award of contract for the Provision of Provision of Pegasus Licences

Further to your submission of a Tender/Proposal for the above Procurement, on behalf of the Ministry of Defence (the "Authority"), I am writing to advise that the procurement is now complete.

This contract will commence 14th November and the support element will expire 13th November 2017. The licences purchased via this contact are perpetual. The contract is for the provision of licenses for the Pegasus Project.

The delivery address for this requirement is stated within the order form below (Section A).

The Contract Schedule of Requirements (SoR) - Appendix B is attached.

The total value is £36,578.21 (ex VAT).

This procurement activity was a further competition under framework RM1054 –Technology Products and the framework Terms and Conditions shall apply.

To proceed with this award and its associated order please sign the Order Form attached and return to the undersigned procurement lead REDACTED (CCS Senior Procurement Specialist, CCS Newport/Bristol) REDACTED

The Call-Off payment terms (and any payment terms quoted during the Tender process) are revised (see Order Form) as a direct consequence of the current MOD system down-time period of the MoD P2P.

As the MOD P2P system is down please accept this Award Letter as approval that MOD wish to proceed with the Order. The Goods/Services should be delivered to the agreed location and within the agreed stated delivery dates. Do not wait for this to be ordered through the MOD system.

Should you have any queries regarding this or any other matter please do not hesitate to contact me.

Yours faithfully,

Signed for and on behalf of MoD



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REDACTED Sourcing Executive REDACTED

Date: 7th November 2016



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CONTRACT STATEMENT OF REQUIREMENTS (APPENDIX B)

1. PURPOSE

1.1 The Ministry of Defence (MoD) require the new purchase of licenses as part of ongoing projects.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

2.1 The Ministry of Defence protect the security, independence and interests of our country at home and abroad. We work with our allies and partners whenever possible. Our aim is to ensure that the armed forces have the training, equipment and support necessary for their work, and that we keep within budget.

2.2 Responsibilities

- 2.2.1 The MoD have 7 military tasks:
 - defending the UK and its overseas territories
 - providing strategic intelligence
 - providing nuclear deterrence
 - supporting civil emergency organisations in times of crisis
 - defending our interests by projecting power strategically and through expeditionary interventions
 - providing a defence contribution to UK influence
 - providing security for stabilisation

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 The MoD require a number of new software licenses as part of ongoing projects.

4. **DEFINITIONS**

Expression or Acronym	Definition
MoD	Means; Ministry of Defence

5. THE REQUIREMENT

- 5.1 MoD require the licenses as outlined below
 - 5.1.1 100 x mIRC Client
 - 5.1.2 14 x McAfee Host Intrusion Prevention version 8 (perpetual)
 - 5.1.3 4 x Checkpoint Fire Wall R77.3.2 Core Licenses
 - 5.1.4 14 x McAfee VirusScan Enterprise 8.8 (perpetual)
 - 5.1.5 Manage Engine ADselfService plus for 5000 users



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- 5.2 Where the licenses are not perpetual the Authority requires the licenses for 3 years.
- 5.3 No additional support is required for any of the above licenses. (The Authority is aware the McAfee licenses are provided with 1 years support)

6. CONTINUOUS IMPROVEMENT

Any changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

7. PRICE

7.1 Prices are to be submitted via the Appendix E excluding VAT and must remain valid for a period of 90 days after the tender closes.

8. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery timescales	Electronic delivery of all licenses within 10 working days of contract award.	100%

9. PAYMENT

9.1 Payment will be made annually in advance via P2P upon successful delivery of all the goods.

10. LOCATION

Electronic delivery is required to REDACTED



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TECHNOLOGY PRODUCTS ORDER FORM AND TECHNOLOGY PRODUCTS CALL-OFF TERMS

PART 1 - TECHNOLOGY PRODUCTS ORDER FORM

SECTION A

This Order Form is issued in accordance with the provisions of the Technology Products Framework Agreement RM 1054. The Supplier agrees to supply the Goods specified below on and subject to the Order Form and the Call Off Terms (together referred to as the Call Off Contract).

DATE 7TH NOVEMBER 2016

ORDER NUMBER CCSO16A98 (RCA115874)

FROM Crown Commercial Service (CCS)

9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP

Acting as an agent on behalf of the departmental customer:

Ministry of Defence "CUSTOMER"

REDACTED

TO INSIGHT DIRECT (UK) LIMITED "SUPPLIER"

REDACTED



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SECTION B

1. TERM

1.1 Call Off Commencement Date:

As stated in the Award Letter

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

As stated in the Award Letter

2. CUSTOMER CORE GOODS REQUIREMENTS

2.1 Goods required

The Goods listed in Appendix B and detailed in the attached P2P upload template.

2.2 Location/Sites of Delivery

Location as per Appendix B.

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

As per Appendix B.

3. CALL OFF CONTRACT CHARGES AND PAYMENT

3.1 As stated in the Customer's letter (Notification of revised dates for system down time for transition to the MOD's new Contracting, Purchasing & Finance) dated 29th September 2016, the Customer will not be able to raise a PO number or process any payments until after 18th November 2016.

Upon receipt of your countersigned copy of this Order and Award Letter, the Customer will acknowledge receipt, but will not send you a unique PO Number until the new system is live.

You must be in receipt of a valid PO Number before submitting an invoice. Electronic invoices will be processed in accordance with the existing e-payment (P2P) terms and conditions.

4. FORMATION OF CALL OFF CONTRACT

- **4.1** BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods.
- **4.2** The Parties hereby acknowledge and agree that they have read the Order Form and the Call-Off Terms and by signing below agree to be bound by this Call Off Contract.



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4.3 In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt (the "Call Off Execution Date").

FOR AND ON BEHALF OF THE SUPPLIER:

Name and Title	REDACTED
Signature	REDACTED
Date	

FOR AND ON BEHALF OF THE CUSTOMER:

Name and Title	REDACTED
Signature	REDACTED
Date	