**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: **Pure Storage**

THE BUYER: **EC2 SPEARHEAD – Ministry of Defence**

BUYER ADDRESS Enhanced C2 Spearhead, Land Systems Reference, Centre, Babbage Building, Blandford Camp, Blandford Forum, Dorset, DT11 8RH

THE SUPPLIER: **Softcat PLC**

SUPPLIER ADDRESS: **REDACTED**

REGISTRATION NUMBER: **REDACTED**

DUNS NUMBER: **REDACTED**

SID4GOV ID: **REDACTED**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 16/01/2024.

It’s issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):

Lot 4 Information Assured Technology

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
* Joint Schedules for RM6098

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 5 (Corporate Social Responsibility)

Joint Schedule 8 (Guarantee)

Joint Schedule 9 (Minimum Standards of Reliability)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

* Call-Off Schedules for RM6098

Call-Off Schedule 6 (ICT Services)

Call-Off Schedule 9 (Security) Part A

Call-Off Schedule 10 (Exit Management) Part A/B

Call-Off Schedule 11 (Installation Works)

1. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
2. Joint Schedule 5 (Corporate Social Responsibility) RM6098
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

None

CALL-OFF START DATE: **22/01/2024**

CALL-OFF EXPIRY DATE: **21/01/2027**

CALL-OFF INITIAL PERIOD: **3 years**

CALL-OFF DELIVERABLES

All items within the SoR to be delivered to the Authority at the specified location for delivery within **30 calendar days** of contract award.

LOCATION FOR DELIVERY

**REDACTED**

Enhanced C2 Spearhead

Land Systems Reference Centre

Babbage Building

Blandford Camp

Blandford Forum

Dorset

DT11 8RH

DATES FOR DELIVERY

All items within the SoR to be delivered to the Authority at the specified location for delivery within **30 calendar days** of contract award.

Delivery Requirements: The Authority must know who the courier/carrier is (DPD, UPS etc) at least 72 hours in advance as they will need to be booked onto Blandford Camp by AIRBUS (who operate the LSRC). In addition, it is essential that the programme is provided with:

* Courier contact details, email, mobile.
* When they will deliver, agreed date/time.
* Address of where Courier’s local depot is (i.e. the one nearest Blandford Camp), together with PoC (email, telephone) details, and confirmation that this is where goods would be returned if for whatever reason they were not able to be delivered.
* In the case of a failed delivery, when (date and time) the delivery will be re-attempted. Under no circumstances should goods be returned to the originating country/manufacturer or supplier, if for whatever reason they were not successfully delivered to Blandford Camp. The EC2SPHD contact details detailed in the Order Form should be used when in any doubt or when notifying of issues or confirming delivery dates/times. The courier/carrier will abide by the D&G of those EC2SPHD contacts.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 3 years.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is not to exceed 150% of total contract value of this Call-Off Contract.

CALL-OFF CHARGES

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **BOMID** | **Description** | **Model** | **Part No** | **Units required** |
| **1.00** | **Pure Storage New Array 1** |  |  |   |
| 1.01 | Pure Storage New Array 1 |  |  | 1 |
| 1.02 | FA-X20R4-90TB, 1MO,ADV,FVR  |  |  | 36 |
| 1.03 | FA-NRSSD $/TB/MO |   |   | 3240 |
| 1.04 | PS-FLASHARRAY-INSTALL |   |   | 1 |
|   |   |   |   |   |
| **2.00** | **Pure Storage New Array 2** |  |  |   |
| 2.01 | FA-X20R4-ETH-90TB-20x4.5TB |  |  | 1 |
| 2.02 | FA-X20R4-90TB, 1MO,ADV,FVR |  |  | 36 |
| 2.03 | FA-NRSSD $/TB/MO |  |  | 3240 |
| 2.04 | PS-FLASHARRAY-INSTALL |  |  | 1 |
|   |   |   |   |   |
| **3.00** | **Pure Storage Expansion of Existing Array 1** |  |  |   |
| 3.01 | DFM-DP-45TB-10x4.5TB | Array 1 45TB Capacity Upgrade | PCHFL2313A092 | 1 |
| 3.02 | DFM-DP-45TB, 1MO,ADV,FVR | Array 1 45TB Capacity Upgrade | PCHFL2313A092 | 32 |
| 3.03 | FA-NRSSD $/TB/MO | Array 1 45TB Capacity Upgrade | PCHFL2313A092 | 1440 |
| 3.04 | PS-FLASHARRAY-CAPACITY-ADD | Array 1 45TB Capacity Upgrade | PCHFL2313A092 | 1 |
|   |   |   |   |   |
| **4.00** | **Pure Storage Expansion of Existing Array 2** |  |  |   |
| 4.01 | DFM-DP-45TB-10x4.5TB | Array 2 45TB Capacity Upgrade | PCHFL2323A026 | 1 |
| 4.02 | DFM-DP-45TB, 1MO,ADV,FVR | Array 2 45TB Capacity Upgrade | PCHFL2323A026 | 32 |
| 4.03 | FA-NRSSD $/TB/MO | Array 2 45TB Capacity Upgrade | PCHFL2323A026 | 1440 |
| 4.04 | PS-FLASHARRAY-CAPACITY-ADD | Array 2 45TB Capacity Upgrade | PCHFL2323A026 | 1 |
|   |   |   |   |   |
|  |  |  |  | **£608,393.72** |
|  |  |  |  |  |

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payments shall be made monthly in arrears via the Authorities payment system, CP&F.

The Supplier shall issue electronic invoices and the Authority will pay the Supplier any sums due under such an invoice no later than a period of 30 calendar days from the date on which the Authority has determined that the invoice is valid and undisputed.

Prior to submitting an invoice, the Supplier shall present to the Authority a brief report confirming successful completion of the milestone. Upon receipt of the report, the Authority will authorise submission of the Supplier’s invoice. Such authorisation shall not be unreasonably withheld.

Any claims for additional expenses must be supported by evidence of the Authority’s prior approval and valid receipts.

BUYER’S INVOICE ADDRESS:

Enhanced C2 Spearhead

Land Systems Reference Centre

Babbage Building

Blandford Camp

Blandford Forum

Dorset

DT11 8RH

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED**

Commercial

**REDACTED**

Project Lead

BUYER’S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/ministry-of-defence-climate-change-and-sustainability-strategic-approach>

BUYER’S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED**

SUPPLIER’S CONTRACT MANAGER

**REDACTED**

PROGRESS REPORT FREQUENCY

**N/A**

PROGRESS MEETING FREQUENCY

**N/A**

KEY STAFF

**REDACTED**

Project

**REDACTED**

Commercial

**REDACTED**

Project Lead

KEY SUBCONTRACTOR(S)

**N/A**

COMMERCIALLY SENSITIVE INFORMATION

**N/A**

SERVICE CREDITS

**N/A**

ADDITIONAL INSURANCES

**N/A**

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

SOCIAL VALUE COMMITMENT

N/A

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **REDACTED** | Signature: | **REDACTED** |
| Name: | **REDACTED** | Name: | **REDACTED** |
| Role: | Defence Account Manager | Role: | Comm X  |
| Date: | 18/01/2023 | Date: | 12/01/2023 |