

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

Order Form

CALL-OFF REFERENCE: **701547550**

THE BUYER: **MINISTRY OF DEFENCE**

BUYER ADDRESS NCHQ, Portsmouth, PO2 8BY

THE SUPPLIER: Bytes Software Services Ltd

SUPPLIER ADDRESS:

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **24 Mar 2021**.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 3 Software & Associated Services

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) RM6068
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068

Framework Schedule 5 (Order Form Template and Call-Off Schedules)

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- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - [Joint Schedule 7 (Financial Difficulties)]
 - [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 701547550**
 - [Call-Off Schedule 3 (Continuous Improvement)]
 - [Call-Off Schedule 5 (Pricing Details)]
 - [Call-Off Schedule 6 (ICT Services)]
 - [Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part [B]]
 - [Call-Off Schedule 9 (Security) Part [C]
 - [Call-Off Schedule 13 (Implementation Plan and Testing)]
 - [Call-Off Schedule 14 (Service Levels)]
 - [Call-Off Schedule 15 (Call-Off Contract Management)
 - [Call-Off Schedule 17 (MOD Terms)]
 - [Call-Off Schedule 20 (Call-Off Specification)]
 - [Call-Off Schedule 22 (Lease Terms)]
- CCS Core Terms (version 3.0.6)
4. Joint Schedule 5 (Corporate Social Responsibility) RM6068
 5. [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.]
 6. Annexes A to E Call-Off Schedule 6 (ICT Services)

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: **25 March 2021**

CALL-OFF EXPIRY DATE: **24 March 2024**

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

CALL-OFF OPTIONAL EXTENSION PERIOD **N/A**

CALL-OFF DELIVERABLES

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LOCATION FOR DELIVERY

See details in Schedule of Requirements

DATES FOR DELIVERY OF THE DELIVERABLES

See details in Schedule of Requirements

TESTING OF DELIVERABLES

See details in Schedule of Requirements

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is
See details in schedule 5

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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

Invoice submitted via Exostar. Payment is to be made upfront in full for the three (3) years.

BUYER'S AUTHORISED REPRESENTATIVE

Angela Benneworth
Commercial Manager
NCHQ, Whale Island, Portsmouth, PO2 8BY

BUYER'S ENVIRONMENTAL POLICY

None

BUYER'S SECURITY POLICY

As per MOD terms

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY
See details in Statement of Requirements

PROGRESS MEETING FREQUENCY
See details in Statement of Requirements

KEY STAFF
TBC

KEY SUBCONTRACTOR(S)
NA

COMMERCIALLY SENSITIVE INFORMATION
NA

SERVICE CREDITS
Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

ADDITIONAL INSURANCES
Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE
Not Applicable

SOCIAL VALUE COMMITMENT
Not Applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Call-Off Schedule 5 (Pricing Details)

Pricing Table

Item Number	Specification	Delivery Date (estimated dates to be confirmed on contract award)	Total Qty	Firm Price (£) Ex VAT	
				Per Item	Total (including packaging, delivery and any applicable import charges)
1	Provision of McAfee Endpoint Protection (EPA licenses)	Year 1 – 25 Mar 2021 to 24 Mar 2022	7545		
2	Provision of McAfee Endpoint Protection (EPA licenses)	Year 2 – 25 Mar 2022 to 24 Mar 2023	7545		
3	Provision of McAfee Endpoint Protection (EPA licenses)	Year 3 – 25 Mar 2023 to 24 Mar 2024	7545		

Quantities shown are expected numbers and not a guarantee of amounts due. Quantity ordered under the contract may differ.

Total Firm Price	£ £281,353.05
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Item Number	Consignee Address (XY code only)
All	HM Naval Base Portsmouth

Item Number	Payment Schedule
1	Payment to be made following delivery and installation

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

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1. PURPOSE

Navy Command (NC) are inviting bids to award a Contract for the Renewal of a 3 Year McAfee Endpoint Protection.

The MOD may be hereafter be referred to as the Authority.

BACKGROUND TO THE CONTRACTING AUTHORITY

The Royal Navy is part of the Ministry of Defence.

The Royal Navy is there for:

Preventing Conflict;

International Partnerships;

Protecting the economy;

Providing security at sea;

Providing humanitarian assistance; and

To fight in the interest of Britain and their allies.

BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

The Authorities current McAfee Endpoint Protection contract is due to expire 24th March 2021 and is requesting a three (3) year renewal.

DEFINITIONS

Expression or Acronym	Definition
The Authority / MOD	Means; the Ministry of Defence.
NC	Means; Navy Command.

SCOPE OF REQUIREMENT

The Scope of this requirement extends to the following provisions:

1.1.1 Renewal of Agreement for McAfee Endpoint Protection

1.1.2 3 Year period. (25/03/2021 – 24/03/2024)

Payment is to be made upfront in full for the three (3) years:

THE REQUIREMENT

Potential providers are asked to provide pricing on the following products for procurement:

Quantity	Item Description	Term
7545	McAfee Endpoint Protection (EPA licenses)	3 Years (25/03/2021 - 24/03/2024)

The Authority's current Grant Number for this requirement is **11858281-NAI**.

KEY MILESTONES

The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Renewal of the McAfee Endpoint Protection. Signed Contract Returned	Within one (1) week of Contract Award

AUTHORITY'S RESPONSIBILITIES

N/A.

REPORTING

N/A

VOLUMES

The volumes are outlined in Section 6 – The Requirement.

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 Authority's attention and agreed prior to any changes being implemented.

SUSTAINABILITY

N/A

QUALITY

Quality shall comply with those set out in this ITT and in line with the Terms and Conditions of RM6068 Technology Products Core Terms for Standards and Quality.

PRICE

All prices quoted for must remain valid for a period of thirty (30) days.

Prices should be in GBP and be firm and final, encompassing all associated costs with the full term of the contract award, including all expenses and excluding VAT.

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Prices are to be submitted via the e-Sourcing Suite by completing the Appendix E - Price Schedule excluding VAT. This is to provide a full transparent breakdown of all costs associated with this contract.

Potential Providers are required to provide a formal quotation on company official headed paper in PDF version, detailing all equipment and delivery costs, inclusive of any/product numbers or references, in addition to submitting the Appendix E – Price Schedule.

STAFF AND CUSTOMER SERVICE

The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.

Potential Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

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

SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Timescales	Contract to commence one (1) day from signed Order Form	100%

Where a potential provider fails the against the KPI's listed above, the Authority will, in the first instance, seek a mutually agreeable resolution with the Potential Provider. However, if this is not possible, the Authority reserves the right to cancel the agreement and seek alternative supply from the next ranked Potential Provider identified during the procurement event.

SECURITY REQUIREMENTS

N/A

INTELLECTUAL PROPERTY RIGHTS (IPR)

N/A

PAYMENT

Payment will be made via 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.

The invoices should include a full breakdown of goods and services.

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

ADDITIONAL INFORMATION

Upon award of the Contract, the successful Provider will be issued with a RM6068 Order Form.

The Order Form is issued in accordance with the provision of the Technology Products and Associated Services (TPAS) Lot 3 agreement and forms the contractual agreement between the Authority and the successful Provider.

Potential Providers are reminded to provide a formal quotation on company official headed paper in PDF version, detailing all equipment and delivery costs, inclusive of any/product numbers or references, as well as submitting the Appendix E – Price Schedule.

LOCATION

The location of the Services will be delivered to the following address:

N/A