

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

Order Form

CALL-OFF REFERENCE: D&T11197 C305530

THE BUYER: The Secretary of State for Health and Social Care as part of the
Crown through the UK Health Security Agency
(Also referred to as "UKHSA")

BUYER ADDRESS : 10 South Colonnade, Canary Wharf, London, E14 4PU.

THE SUPPLIER: DSI TECHNOLOGY SERVICES LTD

SUPPLIER ADDRESS: 10 Mulberry Court, Bourne Industrial Park, Bourne Road,
Dartford, Kent, DA1 4BF

REGISTRATION NUMBER:



DUNS NUMBER:



SID4GOV ID:

N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14TH August 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 3 Software

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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) (controller and controller clauses)
 - Call-Off Schedules for RM6098
 - Call- Off Schedule 6 (ICT Services)
 - Call-Off Schedule 9 (Security) Part A
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
7. 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

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1

1. The Supplier acknowledges that, in entering into this Call Off Contract, no form of exclusivity or volume guarantee or guarantee of an Order has been granted by the Buyer for the Services and that the Buyer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
2. The Supplier shall have no claim against the Buyer for loss of profit or loss of income or loss of goodwill or loss of business nor a claim for specific performance of the Call Off Contract in the event that the Buyer does not place

- an Order with the Supplier during the Call Off Initial Period, nor if the Buyer opts to terminate the Call Off Contract prior to the expiry of the Call Off Initial Period.
3. The Supplier acknowledges that it is fully aware of the basis upon which this Call Off Contract shall operate and shall freely enter the Call Off Contract on the basis set out herein.
 4. For the avoidance of doubt the Supplier shall not be entitled to be paid any compensation from the Buyer upon expiry of this Call Off Contract nor if the Buyer opts not to place an Order under the Contract, nor if the Buyer opts to end the Call Off Contract during the Call Off Initial Period.
 5. The scope of the Services may increase or decrease or cease altogether according to the needs of the Buyer.
 6. This Call Off Contract shall be subject always to availability of budget and internal and external approvals.
 7. Nothing in the Core Terms shall override any provisions of this Special Term 1.

Special Term 2.

For the avoidance of doubt, the Supplier shall note the following clause in the Framework Award Form “Amendments to Core Terms”:

Special Term 16

Core Terms Clause 10.2.2 – Amend to read as follows:

“Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.6.1 applies and for the avoidance of doubt the Buyer shall be liable for the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.”

which for the purposes of this Call Off Contract shall be amended to read:

Special Term 16

Core Terms Clause 10.2.2 – Amend to read as follows:

“Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if it's terminated Clause 10.6.1 applies.”

Special Term 3.

Clause 10.6.3(a) shall be amended as follows:

10.6. In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier provided that the outstanding Charges relate to Services already received by the Buyer from the Supplier under the Call Off Contract; and
- (b) [deleted and not used].

Special Term 4

Clause 10.6.3(b) shall not apply to this Call Off Contract and shall be deleted as set out in Special Term 3.

Special Term 5

Clause 10.7.5 shall be deleted and the following clause shall be inserted:

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges.

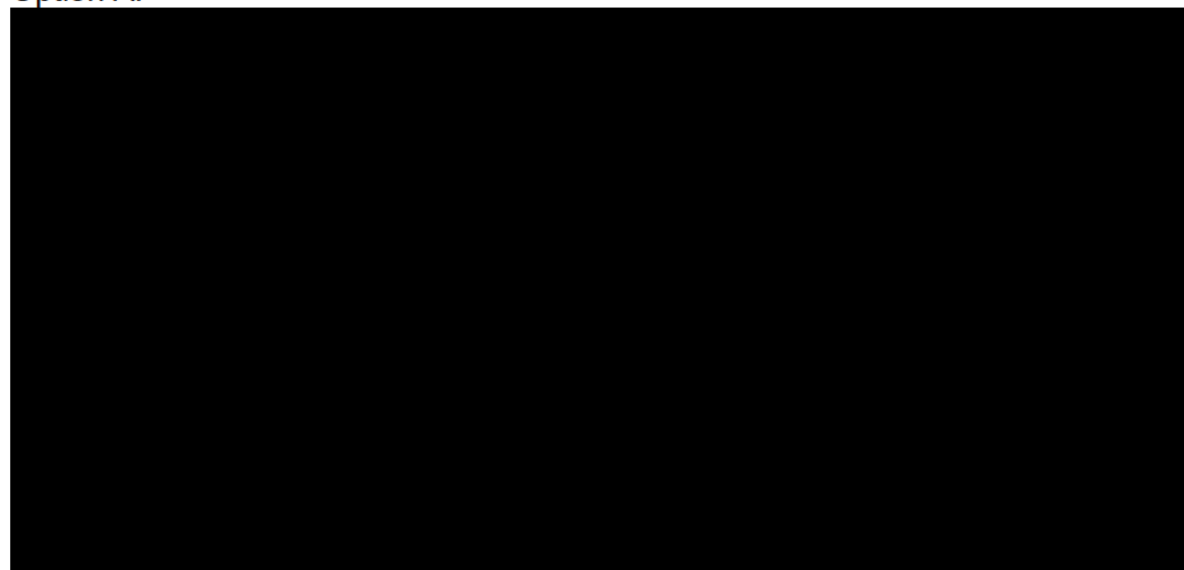
CALL-OFF START DATE: 01/04/2024

CALL-OFF EXPIRY DATE: 31/03/2027

CALL-OFF INITIAL PERIOD: **Up to three years and subject to the rights of the Buyer in Special Terms 1 to 5**

CALL-OFF DELIVERABLES

Option A:



		Delivery Charge	£	-
		Total Ex VAT	£	999,086.40
		VAT @ 20%	£	199,817.28
		Total Inc VAT	£	1,198,903.68

LOCATION FOR DELIVERY

TBA

DATES FOR DELIVERY

Delivery times will be confirmed upon order.

TESTING OF DELIVERABLES

Option A: None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be
Minimum is 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 £ 207,023.04 Estimated Charges in the first 12 months of the Contract

CALL-OFF CHARGES

Option A: Insert the Charges for the Deliverables

		Delivery Charge	£	-
		Total Ex VAT	£	999,086.40
		VAT @ 20%	£	199,817.28
		Total Inc VAT	£	1,198,903.68

REIMBURSABLE EXPENSES

N/A

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down,
Salisbury, SP4 0JG

Email: payables@ukhsa.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

Name: Charley Bal

Role:

Email address

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name:

Email address:

Address

SUPPLIER'S CONTRACT MANAGER

Name

Email address

Address

Joint Schedule 3 (Insurance Requirements)

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

VMware by Broadcom

COMMERCIALLY SENSITIVE INFORMATION

N/A

SERVICE CREDITS

N/A

ADDITIONAL INSURANCES

N/A




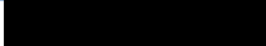


GUARANTEE

N/A








SOCIAL VALUE COMMITMENT



DSI Social response
to UKHSA.docx





For and on behalf of the Supplier:		For and on behalf of the Buyer:	
		DocuSigned by: 	
Full Name:		Full Name:	
Role:		Role:	
Job Title/Role:		Job Title/Role:	
Date Signed:	06/09/2024	Date Signed:	06/09/2024

Joint Schedules & Call-Off Schedules - RM6098

Joint Schedule 1 (Definitions)	 RM6098 Joint Schedule 1 - Definitio
Joint Schedule 2 (Variation Form)	 RM6098 Joint Schedule 2 - Variation
Joint Schedule 3 (Insurance Requirements)	RM609 Joint Schedule 3 – Insurance  RM6098-Joint-Sched ule-3-Insurance-Requ
Joint Schedule 4 (Commercially Sensitive Information)	RM6098 Joint Schedule 4 – Commercially sensitive information  RM6098-Joint-Sched ule-4-Commercially-S
Joint Schedule 5 (Corporate Social Responsibility)	 RM6098 Joint Schedule 5 - Corporat
Joint Schedule 9 (Security)	 RM6098-Call-Off-Sc hedule-9-Security-v1.
Joint Schedule 10 (Rectification Plan)	 RM6098 Joint Schedule 10 - Rectific

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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Joint Schedule 11 (Processing Data)	 RM6098 Joint Schedule 11 - Process
Call off schedule 4 Call off schedule tender	RM6 hedul 
Call-Off Schedule 6 (ICT Services)	 RM6098-Call-Off-Schedule-6-ICT-Services
CCS Core Terms (version 3.0.11)	 RM6098-Core-terms -v3.0.11-1.docx