

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: Project - 2418

THE BUYER: Department of Business and Trade

BUYER ADDRESS [REDACTED]

THE SUPPLIER BSI Professional Services (UK) Ltd

SUPPLIER ADDRESS: [REDACTED]

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

DPS SUPPLIER REGISTRATION SERVICE ID: [REDACTED]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 24th November 2023.

It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):

1. Certified NCSC Services / Non-certified NCSC Services
3. Accreditations and standards available (in addition to NCSC): Clearance: Security Check (SC)

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.

2. Joint Schedule 1 (Definitions and Interpretation) RM3764iii
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM3764iii
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM3764iii
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Specification)
 - Order Schedule 22 (Secret Matters)
4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
6. **Order Schedule 4 (Order Tender) as long as any parts of the Order 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 Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

None

ORDER START DATE: 24th November 2023

DPS Ref: RM3764iii
Model Version: v1.0

ORDER EXPIRY DATE: 23rd November 2024

ORDER INITIAL PERIOD: 12 Months

ORDER OPTIONAL EXTENSION: 12 Months

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order 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 £125,000. Ex VAT

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract

PAYMENT METHOD

Invoices to be submitted to DBT, following the completion of the report.

All invoices must include the purchase order number, a breakdown of costs being charged, invoice value and whether it is inclusive or exclusive of VAT.

All undisputed invoices will be paid within 30 days.

BUYER'S INVOICE ADDRESS:

[Redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]

BUYER'S ENVIRONMENTAL POLICY

To be provided from time to time.

Compliance with Environmental and other Buyer Policies:

DPS Ref: RM3764iii

Model Version: v1.0

- When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy and that they comply with it.
- The Supplier shall meet the Government Buying Standards applicable to the Services which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

BUYER'S SECURITY POLICY

Security Policy Framework, version 1.3, December 2022

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

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Monthly on 10th working day of each calendar month. See details in Order Schedule 15 (Order Contract Management)

PROGRESS MEETING FREQUENCY

The Supplier will attend Fortnightly Meetings with the [REDACTED]
[REDACTED] from DBT to discuss:

- Status of Projects
- Up-Coming Tests
- Constraints
- Queries.

The Supplier will also attend Monthly Contract Management Meetings and produce a comprehensive Monthly Reporting Overview of Engagement.

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 Commercially Sensitive Information

SERVICE CREDITS

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

ADDITIONAL INSURANCES

The Supplier shall hold the following (Standard) Insurance cover from the DPS start date in accordance with Schedule 3:

- professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
- public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than five million pounds (£5,000,000); and
- employer's liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	24/11/2023	Date:	24/11/2023