

Crown Commercial Service

Order Form and Contract Terms
Provision of HPE Hardware Tech Support, HPE Remote Tech Support and SANnav
Fabric Software

PART 1 – ORDER FORM

SECTION A

This Contract Order Form is issued in accordance with the provisions of the Dynamic Purchasing System (DPS) Agreement between the Authority and the Supplier dated **To be confirmed on Contract Award**.

Order Number	To be confirmed following contract commencement
From	The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX ("CUSTOMER")
To	DSI Technology Services Ltd, 10, Mulberry Court , Bourne Industrial Estate, Crayford , Kent , DA1 4BF ("SUPPLIER")

1.1.	Commencement Date: 22 May 2023
1.2.	Expiry Date: End date of Initial Period: 31/03/2024 End date of Extension Period: 31/03/2026 (2 X TWELVE MONTH EXTENSION) Minimum written notice to Supplier in respect of extension: 15 (fifteen) working days

2. GOODS AND/OR SERVICES

2.1	Goods and/or Services required: In Contract Schedule 2 Annex 1 – The Services
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3. IMPLEMENTATION PLAN

3.1.	Implementation Plan: Not Applicable
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4. CONTRACT PERFORMANCE

4.1.	Standards: Please refer Contract Schedule 2 Annex 1 – The Services
4.2	Service Levels/Service Credits: Not Applicable
4.3	Critical Service Level Failure: Not Applicable
4.4	Performance Monitoring: In Part B of Contract Schedule 6 (Service Levels, Service Credits and Performance Monitoring)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Contract Terms

5. PERSONNEL




5.1	Key Personnel: Note to Bidders: To be populated following selection of the successful bidder. As per Clause 26.4, the Customer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.
5.2	Relevant Convictions (Clause 27.2 of the Contract Terms): Not Applicable

6. PAYMENT

6.1	<p>Contract Charges (including any applicable discount(s) and licence charges, but excluding VAT):</p> <p>In Annex 1 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)</p>
6.3	<p>Reimbursable Expenses: Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)):</p> <p></p> <p>UKHSA ACCOUNTS PAYABLE TEAM, MANOR FARM ROAD, PORTON DOWN, SALISBURY. SP4 0JG, United Kingdom</p>
6.5	<p>Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Contract Charges, Payment and Invoicing)):</p> <p>Initial period</p>
6.6	<p>Supplier periodic assessment of Contract Charges (paragraph 9.2 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)) will be carried out annually in advance during the Contract Period</p>

6.7	Supplier request for increase in the Contract Charges (paragraph 10 of Contract Schedule 3 (Contract Charges, Payment and Invoicing)): Only permitted at point of contract renewal/extension.
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7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Contract Charges: The sum of £72,186.33 (excluding VAT)   
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Contract Terms); In Clause 37.2.1 of the Contract Terms

7.3	Insurance In Clause 38.3 of the Contract Terms
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8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Contract Terms): In Clause 42.2.1(c) of the Contract Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Contract Terms): In Clause 42.7.1 of the Contract Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Contract Terms
8.4	Exit Management: In Contract Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: Supplier's Commercial Bid Submission

10. OTHER CONTRACT REQUIREMENTS

10.1	Recitals (in preamble to the Contract Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: Recital D - date of receipt of Contract Tender:
10.2	Contract Guarantee (Clause 4 of the Contract Terms): [Note to Bidders: To be included depending on identity of successful supplier] NOT APPLICABLE
10.3	Security: Short form security requirements apply And Security Policy provided in Schedule 7 (Security), Annex 1
10.4	ICT Policy: As per the Customer's Security Policy provided in Schedule 7 (Security), Annex 1.
10.5	Testing: NOT APPLICABLE
10.6	Business Continuity & Disaster Recovery: In Contract Schedule 8 (Business Continuity and Disaster Recovery)
	Disaster Period: For the purpose of the definition of "Disaster" in Contract Schedule 1 (Definitions) the "Disaster Period" shall be 15 (fifteen) days
10.7	Failure of Supplier Equipment (Clause 32.8 of the Contract Terms): NOT APPLICABLE
10.8	Protection of Customer Data (Clause 35.2.3 of the Contract Terms): NOT APPLICABLE
10.9	Notices (Clause 56.6 of the Contract Terms): Customer's postal address and email address: UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX Supplier's postal address and email address: DSI Technology Services, 10, Mulberry Court , Bourne Industrial Estate, Crayford , Kent , DA1 4BF

10.10	Transparency Reports In Contract Schedule 13 (Transparency Reports)
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Contract Schedule 14): Schedule 14 will not apply
10.12	Contract Tender: SPARK DPS Submission
10.13	Data Processing NOT APPLICABLE

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS CONTRACT ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Goods and/or Services in accordance with the terms of the Contract Order Form and the Contract Terms.

The Parties hereby acknowledge and agree that they have read the Contract Order Form and the Contract Terms and by signing below agree to be bound by this Contract.

In accordance with paragraph 6.3 of DPS Schedule 5 (Call for Competition Procedure), the Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Contract Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

DocuSigned by:

Job Title/Role: Operations manager

For and on behalf of the Customer:

Date Signed: 22/05/2023

DocuSigned by:

Job Title/Role: Commercial Lead

Date Signed: 22/05/2023