

Schedule 3: Call-Off Contract

PART 1 – ORDER FORM

UK Research and Innovation UK, Polaris House, North Star Avenue, Swindon, SN2 1FL

and

Dell Corporation Limited whose registered office is at 1st & 2nd Floor One Creechurch Place London EC3A 5AF (Registered No. 02081369)

18/07/2024

Dear Sirs

Call-Off Contract No. DDaT24321 for the supply of Goods, Services and/or Software

- 1 Further to the Framework Agreement dated 1st February 2023, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2 The particulars of this Call-Off Contract are set out below:

Item	Description						
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is DDaT24321.						
Parties	Between: (1) UK Research and Innovation (UKRI) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL (Customer); and (2) Dell Corporation Limited company number 02081369 whose registered office is at 1 st & 2 nd Floor One Creechurch Place London EC3A 5AF (Supplier)						
Call-Off KPIs	<table><tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td>Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member</td><td>Delivery of Goods</td><td>99% of Goods delivered on time in full</td></tr></table>	Performance Target	Key Indicator	Performance Measure	Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member	Delivery of Goods	99% of Goods delivered on time in full
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Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member	Delivery of Goods	99% of Goods delivered on time in full					

	locations throughout the UK.		
	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	99% of Goods available at all times
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults
	Respond to all operational enquiries within four working hours.	Provision of Response	95%
	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately
	Invoice timeliness.	Timeliness	95% of all invoices are submitted on time
	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email,	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)
Charges (Cl.1.1)	The Charge(s) for this Order is: £298,733.00 GBP excluding VAT		
Access Date (Cl.1.1)	N/A		
Adjustments to the Charges (Cl.1.1)	Price validity and duration <u>shall be as per individual quote.</u>		
Contract End Date (Cl. Error! Reference	Means: 23/07/2027		

source not found.)	
Customer Liability Cap (Cl. 1.1)	100% of the Order value, to a maximum of £50,000 unless mutually agreed otherwise by the Customer and the Supplier
Delivery Date(s) (Cl. Error! Reference source not found.)	The Supplier shall deliver the Goods by the following date(s): <ul style="list-style-type: none"> All delivery dates are estimates.
Defects Rectification Period (Cl. Error! Reference source not found.)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 12 months after the Contract End Date, or in respect of any Goods that are repaired or replaced under [Clause 6.5] of the Call-Off Terms and Conditions, the period ending 12 months after replacement of such Goods.
Goods (Cl. Error! Reference source not found.)	<p>The Goods to be supplied under this Call-Off Contract are as follows:</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="width: 40%; height: 100px; background-color: black; margin-bottom: 20px;"></div> <div style="width: 40%; height: 100px; background-color: black; margin-bottom: 20px;"></div> </div> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="width: 40%; height: 100px; background-color: black; margin-bottom: 20px;"></div> <div style="width: 40%; height: 100px; background-color: black; margin-bottom: 20px;"></div> </div>
Installation Date	N/A
	The Goods are to be delivered to and/or the Services are to be supplied at

	<div></div>
Services	<p>The Services (where applicable) to be supplied under this Call-Off Contract are as follows:</p> <ul style="list-style-type: none">• As per quote
Software	N/A
Software Specification	N/A
Software Warranty Period	N/A
Services Commencement Date	<p>Supply of the Services (where applicable) is to commence on</p> <div></div>
Services End Date	<p>Supply of the Services (where applicable) is to end</p> <div></div>

Supplier Liability Cap (Cl. 1.1)	As stated in the Agreement unless mutually agreed otherwise by the Customer and the Supplier
Instalments	N/A
Notices (Clause 19.3)	<p>Any written notice provided under Clause 18 shall be sent:</p> <p>In the case of the Customer:</p> <p>To: Polaris House, North Star Avenue, Swindon SN2 1FL ddatprocurement@uksbs.co.uk</p> <p>Marked for the attention of: DDaTProcurement</p> <p>In the case of the Supplier:</p> <p>To: 1st & 2nd Floor One Creechurch Place, London, England, C3A 5AF [REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p>

- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

Yours faithfully


Accepted and acknowledged by:


.....
for and on behalf of the **UK Research
and Innovation**

Name: 

Designation: 

Date: 


.....
for and on behalf of **Dell Corporation
Limited**

Name: 

Designation: 

Date: 

Part 2 – Call-Off Terms and Conditions