

RM6098 – Model Contract Pack Order form and Schedules

Appendix A – Draft Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

The Call-Off Order form will be finalised following the identification of the preferred Potential Provider.

CALL-OFF REFERENCE:

THE BUYER: The Secretary of State for Justice

BUYER ADDRESS 102 Petty France, London, SW1H 9AJ

THE SUPPLIER: XMA Ltd

SUPPLIER ADDRESS: Wilford Industrial Estate, Ruddington Lane Wilford,
Nottingham, Notts, NG11 7EP

REGISTRATION NUMBER: **02051703**

DUNS NUMBER: **29-848-4148**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10 April 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):

[REDACTED]

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 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Subcontractors)
 - NOT USED Joint Schedule 7 (Financial Difficulties)
 - NOT USED Joint Schedule 8 (Guarantee)
 - NOT USED Joint Schedule 9 (Minimum Standards of Reliability)
 - NOT USED Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - NOT USED Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6098
 - Call-Off Schedule 1 (Transparency Reports)
 - NOT USED Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - NOT USED Call-Off Schedule 5 (Pricing Details)
 - NOT USED Call-Off Schedule 6 (ICT Services) including Annexes A to E
 - NOT USED Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) amended for a Bronze Contract as per paragraph 10 of Part A of that Schedule

- Call-Off Schedule 9 (Security)
- NOT USED Call-Off Schedule 10 (Exit Management)
- NOT USED Call-Off Schedule 11 (Installation Works)
- NOT USED Call-Off Schedule 12 (Clustering)
- NOT USED Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- NOT USED Call-Off Schedule 15 (Call-Off Contract Management)
- NOT USED Call-Off Schedule 16 (Benchmarking)
- NOT USED Call-Off Schedule 17 (MOD Terms)
- NOT USED Call-Off Schedule 18 (Background Checks)
- NOT USED Call-Off Schedule 19 (Scottish Law)
- Call-Off Schedule 20 (Call-Off Specification)
- NOT USED Call-off Schedule 21 (Northern Ireland Law)
- NOT USED Call-off Schedule 22 (Lease Terms)
- NOT USED Call-Off Schedule 23 (HMRC Terms)

5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
7. NOT USED 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:

[REDACTED]

Annex A – **[REDACTED]**

[REDACTED]

CALL-OFF START DATE:	10 th April 2024
CALL-OFF EXPIRY DATE:	09 th April 2029 (up to maximum 5-year term including initial term, subject to Buyer governance)
CALL-OFF INITIAL PERIOD:	Two year – 10 th April 2024 – 09 April 2026

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

The Buyer and Supplier shall meet bi-monthly.

The supplier shall provide monthly reporting.

LOCATION FOR DELIVERY

The Buyer has offices located across the United Kingdom. The Buyer offers Hybrid working for its staff/ employees.

The day-to-day operational contract management team are based at 102 Petty France, London.

The Buyer commercial team are based at 10 South Colonnade, Canary Wharf, London.

DATES FOR DELIVERY

10th April 2024.

TESTING OF DELIVERABLES

None

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.

CALL-OFF CHARGES

[REDACTED]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS Transfer

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/guidance/ministry-of-justice-climate-change-and-sustainability>

<https://www.gov.uk/government/publications/sustainability-in-ukhsa/environmental-policy>

BUYER'S SECURITY POLICY

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the 5th Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Monthly initially moving to quarterly on typically on the 7th day of each month.

KEY STAFF

To be confirmed post contract award.

[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

SERVICE CREDITS

[REDACTED]

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract.

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:	[REDACTED]	Date:	[REDACTED]

Joint Schedule 1 (Definitions)

[REDACTED]

Joint Schedule 2 (Variation Form)

[REDACTED]

Joint Schedule 3 (Insurance Requirements)

[REDACTED]

ANNEX: REQUIRED INSURANCES

[REDACTED]

Joint Schedule 4 (Commercially Sensitive Information)

[REDACTED]

Joint Schedule 5 (Corporate Social Responsibility)

[REDACTED]

Joint Schedule 10 (Rectification Plan)

[REDACTED]

Joint Schedule 11 (Processing Data)

[REDACTED]

Annex 2 – Security

[REDACTED]

Annex 3 - Joint Controller Agreement

[REDACTED]