

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

Order Form

CALL-OFF REFERENCE:	CCIH22A05
THE BUYER:	Cabinet Office
BUYER ADDRESS	10 Downing Street, London SW1A 2AA
THE SUPPLIER:	XMA Limited
SUPPLIER ADDRESS:	Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham NG11 7EP
REGISTRATION NUMBER:	02051703
DUNS NUMBER:	298484148
SID4GOV ID:	Not known

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 9th November 2022. It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S)

Lot 2 Hardware & Associated Services

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) RM6068
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)

Framework Schedule 6

- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 9 (Minimum Standards of Reliability)]
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 Supply Chain Visibility
- Call-Off Schedules for RM6068
 - Call-Off Schedule 1 (Transparency Reports)]
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part [A/B]
 - Call-Off Schedule 9 (Security) Part [A/B/C]
 - Call-Off Schedule 10 (Exit Management) Part [A/B]
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 22 (Lease Terms)
- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 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.
- 7 Annexes A to E Call-Off Schedule 6 (ICT Services)

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:

Not applicable

CALL-OFF START DATE: Tuesday 15th November 2022
CALL-OFF EXPIRY DATE: Friday 14th November 2025
CALL-OFF INITIAL PERIOD: Three Years
CALL-OFF OPTIONAL EXTENSION Two Years, 2 x 12 Months extension periods

CALL-OFF DELIVERABLES

Option A: Deliverables will be agreed between the buyer and supplier. Nomios will need to send notifications to the Service Delivery team members (listed in key staff) and will be made aware of any times or dates when delivery of the contract cannot take place in agreement with the buyer. For deliveries the supplier will need 24-hour notice for delivery of equipment or person on site. In emergency SLA's this will be agreed with the buyer.

LOCATION FOR DELIVERY

10 Downing Street, London SW1A 2AA

DATES FOR DELIVERY OF THE DELIVERABLES

Option A: Dates for delivery of contract can take place in agreement with the buyer as aligned with CCS specifications.

TESTING OF DELIVERABLES

Option B: The period of testing will be agreed between the buyer and supplier and nothing will be implemented until the buyer is content with testing.

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be as per requirements listed in the SOR, and will be the manufacturer guarantee depending on equipment/hardware and software.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The insurance(s) required will be: -

- a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract
- professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of this Service. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)

employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.

CALL-OFF CHARGES

REDACTED TEXT under FOIA Section 43 Commercial Interests.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

Not applicable

PAYMENT METHOD

The payment method for this Call-Off Contract is invoice and BACS

BUYER'S INVOICE ADDRESS:

Invoices will be sent to: REDACTED TEXT under FOIA Section 43 Commercial Interests.

All invoices should be sent, quoting a valid Cabinet Office purchase order number (PO Number), to: REDACTED TEXT under FOIA Section 43 Commercial Interests. We will send you a unique PO Number to REDACTED TEXT under FOIA Section 40, Personal Information, once this agreement has been executed by both parties. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, and the details (name and telephone number) of your customer contact (i.e. Contract Manager), and also what is being purchased. Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact REDACTED TEXT under FOIA Section 43 Commercial Interests.

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

BUYER'S ENVIRONMENTAL POLICY

Cabinet Office Environmental Policy Statement, 26 October 2017, Available online at <https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement>

BUYER'S SECURITY POLICY

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

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information.

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Service Management review meetings should occur every 3 months during period of the contract.

KEY STAFF

REDACTED TEXT under FOIA Section 40, Personal Information.

KEY SUBCONTRACTOR(S)

REDACTED TEXT under FOIA Section 43 Commercial Interests.

COMMERCIALLY SENSITIVE INFORMATION

REDACTED TEXT under FOIA Section 43 Commercial Interests.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

The insurance(s) required will be: -

- a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract
- professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of this Service. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)
- employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

SOCIAL VALUE COMMITMENT

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

For and on behalf of the Supplier:

Signature: REDACTED TEXT under FOIA Section 40, Personal Information.

Name: REDACTED TEXT under FOIA Section 40, Personal Information.

Role: REDACTED TEXT under FOIA Section 40, Personal Information.

Date: 14th November 2022

For and on behalf of Buyer:

Signature: REDACTED TEXT under FOIA Section 40, Personal Information.

Name: REDACTED TEXT under FOIA Section 40, Personal Information.

Role: REDACTED TEXT under FOIA Section 40, Personal Information.

Date: 7th December 2022