



Crown  
Commercial  
Service

## **Attachment 6 – Order Form**

NFC148 - IT Hardware Summer 22 Aggregation

Contract Reference: CCIS22A05

## Attachment 6 - Order Form

CCS CALL-OFF REFERENCE: CCIS22A05

CCS AGGREGATION  
REFERENCE: NFC148

CONTRACTING AUTHORITY  
CONTRACT REFERENCE: C24131

THE BUYER: The Secretary of State for the Home Department  
BUYER ADDRESS 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: **XMA Ltd**  
SUPPLIER ADDRESS: UNIT 44, WILFORD INDUSTRIAL ESTATE,  
RUDDINGTON LANE, WILFORD NG11 7EP  
REGISTRATION NUMBER: 02051703  
DUNS NUMBER: 298484148  
SID4GOV ID: Not applicable

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated as per the Buyer signatory date.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

## CALL-OFF LOT:

- 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)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules for CCIS22A05

- Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
- 4 CCS Core Terms (version 3.0.6) (including relevant amends set out in the Framework Award Form)
  - 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:

**Special Term A:**

In the event that the Goods become genuinely unavailable after the Supplier has accepted and/or confirmed the Buyer's Order and is contractually bound, the Supplier shall offer the Buyer a replacement model or equivalent substitute goods at no additional cost to the Buyer. The equivalent substitute goods shall be of an equivalent or higher specification and provide the same or additional functionality than the Goods they replace. It shall be the Buyer's sole decision whether to accept the replacement model or equivalent substitute goods. In the event that the Buyer rejects the replacement model or equivalent substitute goods, the Supplier's failure to Deliver in accordance with the Call-Off Contract shall be deemed a material Default entitling the Buyer to terminate the Call-Off Contract.

**Special Term B (for Buyers with NO storage requirements managed by the Supplier):**

Warranty shall commence on receipt of delivery at the Buyer's goods in reception.

**Special Term C (for Buyers with Storage requirements managed by the Supplier ONLY):**

Risk shall pass on receipt of delivery at the Buyer's goods in reception.

Title of the Goods shall pass on delivery to a secure storage facility in the UK and issue of a satisfactory vesting certificate.

Warranty shall commence on delivery at the Buyer's goods in reception.

**Special Term D (for Buyers with Storage requirements managed by the Supplier ONLY):**

The Buyer has specifically requested storage of Goods. The Supplier shall ensure:

- Goods are stored in a UK warehouse;
- that once the Goods are delivered to the storage facility they are not moved without prior agreement from the Buyer, save for delivery in line with the Implementation Plan
- Goods are clearly allocated as belonging to the Buyer
- adequate insurance is included to cover damage or loss to any or all of the Goods
- the Buyer has right and access to inspect the Goods at any point, given reasonable notice
- a vesting certificate is provided to the Buyer within 2 Working Days of delivery to the storage facility. Vesting certificates must be dated from the date the delivery to the storage facility was made and clearly show that the Title of the Goods belongs to the Buyer
- an invoice for the stored Goods is issued along with the vesting certificate. For the avoidance of doubt, this invoice must cover the Charges of the Goods only, Charges for storing Goods should be invoiced monthly in arrears (reflecting actual pallets and weeks in storage).

CALL-OFF START DATE:	As per Buyer Signatory Date on this Order Form.
CALL-OFF EXPIRY DATE:	12 (twelve) months from the Buyer Signatory Date on this Order Form.
CALL-OFF INITIAL PERIOD:	12 Months
CALL-OFF OPTIONAL	
EXTENSION PERIOD:	Not Applicable

## **CALL-OFF DELIVERABLES**

Deliverables covered in Attachment 3 - Statement of Requirements and Appendix A.

## **LOCATION FOR DELIVERY**

Delivery requirements specified in Attachment 3 - Statement of Requirements and Appendix A.

## **DATES FOR DELIVERY OF THE DELIVERABLES**

Deliverables covered in Attachment 3 - Statement of Requirements and Appendix A.

## **TESTING OF DELIVERABLES**

None

## **WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be as specified in Attachment 3 - Statement of Requirements.

## **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off 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 are set out in Attachment 4 - Price Schedule.

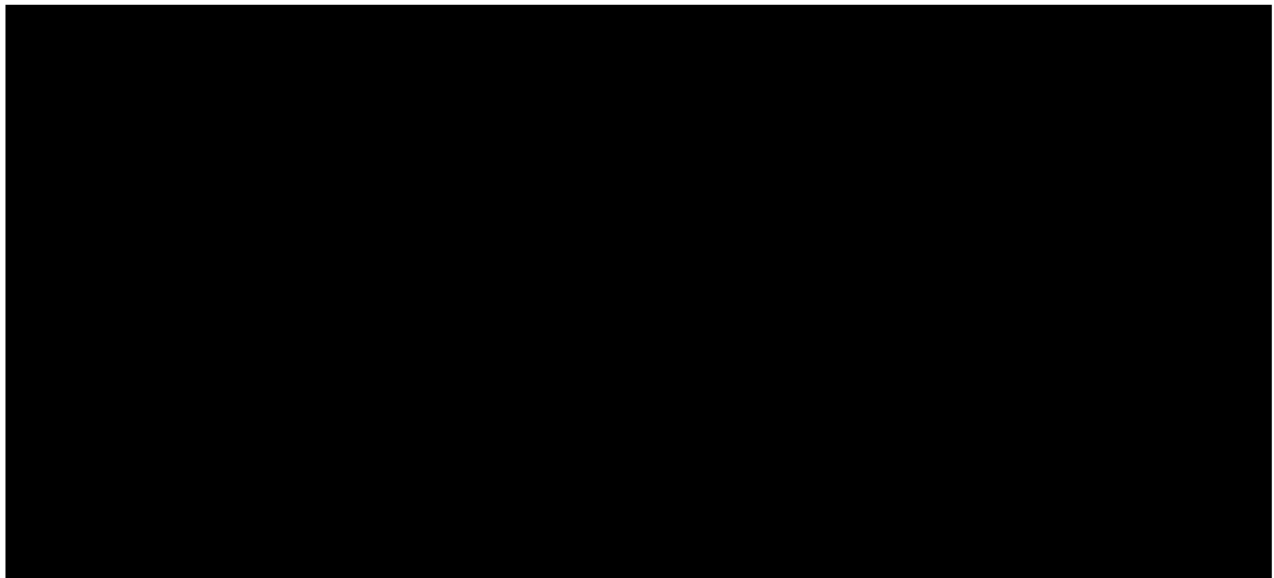
## **CALL-OFF CHARGES**

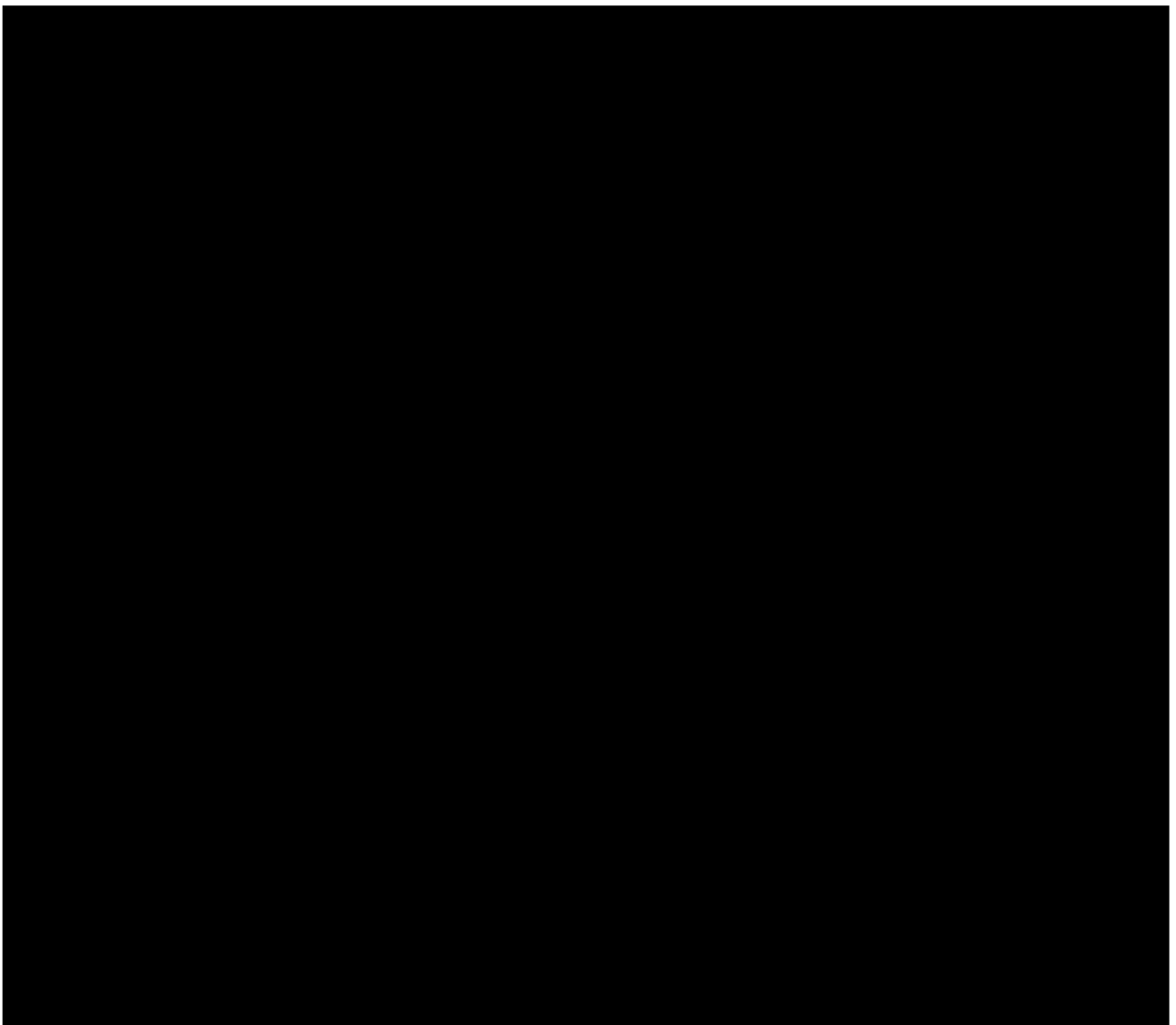
See details in Call-Off Schedule 5 (Pricing Details) and Attachment 4 - Pricing Schedule.

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 either due to circumstances listed in the Clarifications or of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

Clarifications:





## **REIMBURSABLE EXPENSES**

None

## **PAYMENT METHOD**

The payment method for this Call-Off Contract is BACS.

## **BUYER'S INVOICE ADDRESS:**

hosupplierinvoices@homeoffice.gov.uk

Invoices can be submitted in hard copy via post to the address below, however this will significantly delay the processing of the payment to the supplier.

Home Office Shared Service Centre HO Box 5015 Newport, Gwent NP20 9BB  
United Kingdom

Tel: 08450 100125 Fax: 01633 581514

Contract Reference: CCIS22A05



## BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## BUYER'S ENVIRONMENTAL POLICY

The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.

The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

"Environmental Information Regulations or EIRs"	a) means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Customer;
"Environmental Policy"	a) means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

## ENVIRONMENTAL STANDARDS

The Supplier warrants that it has obtained ISO 14000/14001 certification for its environmental management and shall comply with and maintain such certification requirements.

The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements.

The Supplier shall (when designing, procuring, implementing and delivering the Services) comply with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.

The Supplier shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency and any subsequent replacements. The Supplier shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.

The Supplier shall comply with the Authority and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT Strategy contained in the document "Greening Government: ICT Strategy issue (March 2011)" at <https://www.gov.uk/government/publications/greening-government-ict-strategy>.

## ENVIRONMENTAL STANDARDS FOR EQUIPMENT

The Supplier shall ensure compliance of all equipment to all relevant industry and HM Government standards and Good Industry Practice as regards to environmental regulations and standards.

The Supplier shall comply with The Batteries and Accumulators and Waste Batteries and Accumulators Directive (2006/66/EC) or any subsequent replacement.

The Supplier shall comply with the Eco-design for Energy-related Products Regulations 2010 (SI 2010 No. 2617) or any subsequent replacement, to improve the environmental performance of products throughout the Call Off Contract Period.

The Supplier shall ensure compliance to The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS) Directive (2011/65/EU) or subsequent replacements.

## BUYER'S SECURITY POLICY

The supplier shall delivery services in line with the below security policies:



Home Office  
Security Policy for Cc

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

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

## SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## SUPPLIER'S CONTRACT MANAGER

[REDACTED]





## **PROGRESS REPORT FREQUENCY**

Shall be requested by Crown Commercial Service and Ad Hoc as required by the Buyer.

## **PROGRESS MEETING FREQUENCY**

As required to ensure delivery.

## **KEY STAFF**

None

## **KEY SUBCONTRACTOR(S)**

Not Applicable

## **COMMERCIALLY SENSITIVE INFORMATION**

XMA PRICING IS CONSIDERED CONFIDENTIAL AND SHOULD NOT BE SHARED WITH OUR COMPETITORS

## **SERVICE CREDITS**

Not applicable

## **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, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]



For and on

Signature:

Name:

Role:

Date:



18 October 2022

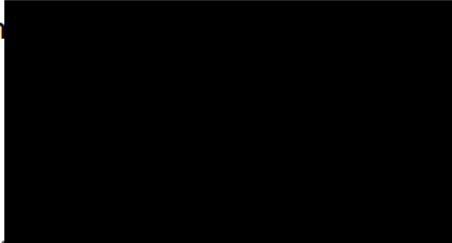
For and on

Signature:

Name:

Role:

Date:



21 October 2022