

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

## Order Form

CALL-OFF REFERENCE: **SCM112 Optimal Workshop Licences**

THE BUYER: The Secretary of State for The Home Department

BUYER ADDRESS 2 Marsham Street, London, SW1 4DF

THE SUPPLIER: XMA Limited

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40**

REGISTRATION NUMBER: **REDACTED TEXT under FOIA Section 40**

DUNS NUMBER: **REDACTED TEXT under FOIA Section 40**

SID4GOV ID: Not Applicable

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **24th February 2024**.

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 3 Software & 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 11 (Processing Data)
4. CCS Core Terms (version 3.0.6)
  5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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:**

**CALL-OFF START DATE:** 24 February 2024

**CALL-OFF EXPIRY DATE:** 25 February 2025

**CALL-OFF INITIAL PERIOD:** Twelve (12) months with an optional further extension for Two (2) x Twelve (12) months each.

**CALL-OFF DELIVERABLES:**

**OPTIMAL WORKSHOP**

Manufacture Part No; BSRSRC108842 Optimal Workshop,  
Team Plan, 30 Users (25 Existing + 5 Additional Users).

**LOCATION FOR DELIVERY:**

**REDACTED TEXT under FOIA Section 40**

**REDACTED TEXT under FOIA Section 40**

**REDACTED TEXT under FOIA Section 40**

Title to Goods is transferred to the Buyer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

**DATES FOR DELIVERY OF THE DELIVERABLES:**

Licenses will be delivered within 48 - 72 hours of XMA Limited receiving a PDF PO.

## TESTING OF DELIVERABLES:

None

## WARRANTY PERIOD:

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third-party manufacturer or supplier.

## 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 is **£43,020.34**.

## CALL-OFF CHARGES:

**Year 1:** £43,020.34

**None-committed Call-off Charges** (subject to subject to Home Office Internal controls and approval at the time of amendment.)

**Year 2: Estimated** £43,020.34 + Prevailing CPI

**Year 3: Estimated** £43,020.34 + Prevailing CPI

The total estimated contract value is **£129,061.02 excl. VAT + Prevailing CPI)**

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:

None

## PAYMENT METHOD:

Invoices should be submitted via email to: **REDACTED TEXT under FOIA Section 40**

**BUYER'S INVOICE ADDRESS:**

Home Office Shared Service Centre  
HO Box 5015 Newport,  
Gwent NP20 9BB  
Tel: 0845 0100 125  
Email: [HOSupplierInvoices@homeoffice.gov.uk](mailto:HOSupplierInvoices@homeoffice.gov.uk)

**BUYER'S AUTHORISED REPRESENTATIVE:**

Name: **REDACTED TEXT under FOIA Section 40**  
Title: **REDACTED TEXT under FOIA Section 40**  
Email: **REDACTED TEXT under FOIA Section 40**

**BUYER'S ENVIRONMENTAL POLICY:**

Not Applicable.

**SUPPLIER'S AUTHORISED REPRESENTATIVE:**

Name: **REDACTED TEXT under FOIA Section 40**  
Email: **REDACTED TEXT under FOIA Section 40**

**SUPPLIER'S CONTRACT MANAGER:**

Name: **REDACTED TEXT under FOIA Section 40**  
Email: **REDACTED TEXT under FOIA Section 40**

**KEY STAFF:**

Name: **REDACTED TEXT under FOIA Section 40**  
Email: **REDACTED TEXT under FOIA Section 40**

Name: **REDACTED TEXT under FOIA Section 40**  
Email: **REDACTED TEXT under FOIA Section 40**

**KEY SUBCONTRACTOR(S):**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

XMA Limited considers all information pertaining to people, pricing, and products to be commercially sensitive the Total Contract Value.

Reason: Commercial Sensitivity (Section 43)

Period: 5 Years

**SERVICE CREDITS:**

Not applicable

**ADDITIONAL INSURANCES:**

Not applicable

**GUARANTEE:**

Not applicable

**SOCIAL VALUE COMMITMENT:**

Not applicable

| For and on behalf of the Supplier: |                                                                 | For and on behalf of the Buyer: |                                                                 |
|------------------------------------|-----------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------|
| Signature:                         | REDACTED TEXT under<br>FOIA Section 40,<br>Personal Information | Signature:                      | REDACTED TEXT under<br>FOIA Section 40,<br>Personal Information |
| Name:                              | REDACTED TEXT under<br>FOIA Section 40,<br>Personal Information | Name:                           | REDACTED TEXT under<br>FOIA Section 40,<br>Personal Information |
| Role:                              | REDACTED TEXT under<br>FOIA Section 40,<br>Personal Information | Role:                           | REDACTED TEXT under<br>FOIA Section 40,<br>Personal Information |
| Date:                              | 29/01/2024                                                      | Date:                           | 30/01/2024                                                      |

## Call-Off Schedule 5 (Pricing Details)

**REDACTED TEXT Commercial Sensitivity (Section 43)**

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

RM6068 Lot 3 RFQ - Procurement of Optional Workshop

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# Specification

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RM6068 Lot 3 RFQ - Procurement of Optional Workshop

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RM6068 Lot 3 RFQ - Procurement of Optional Workshop

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**INTRODUCTION**

- 1.1 The Migration and Borders Technology Programme (MBTP) is a key initiative within the Digital Data and Technology department, building functionality to transform the way the Home Office (HO) manages immigration into the United Kingdom. The finished systems will be used by Home Office staff based in the UK and in consulates across the globe, and by all applicants for Visa or Immigration services.
- 1.2 Why do we need to change?
- Existing IT systems are end of life, costing more to improve than replace
  - Ways of working are paper based, siloed, inefficient and inflexible
  - The decision-making process could benefit from automation and guidance
  - Our customers don't find it easy to deal with us
  - We have high standards to uphold and stretch targets to meet.
- 1.3 Immigration Technology is delivering the technology and information to support the Immigration Service now and in the future. The Programme is delivering modern, resilient, and lower cost technology systems which will replace five existing systems.

**2. PURPOSE**

The purpose of this procurement is to procure various Optimal Workshop licences as listed below.

**3. BACKGROUND TO THE AUTHORITY**

There is a new procurement, there is no existing contract in place.

**4. SCOPE OF REQUIREMENT**

The requirement is for:

The renewal of existing licenses and purchase of additional licenses.

**OPTIMAL WORKSHOP**

Manufacturer Name: OPTIMAL WORKSHOP

Manufacturer Part No: BSRSRC108842

Optimal Workshop, Team Plan, 30 Users (25 Existing + 5 Additional Users), 12 Month Subscription

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## Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

| Contract Details                               |                                                                                                                                                                                                       |                           |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| This variation is between:                     | <b>[delete]</b> as applicable: CCS / Buyer] (" <b>CCS</b> " " <b>the Buyer</b> ")<br>And<br><b>[insert]</b> name of Supplier] (" <b>the Supplier</b> ")                                               |                           |
| Contract name:                                 | <b>[insert]</b> name of contract to be changed] (" <b>the Contract</b> ")                                                                                                                             |                           |
| Contract reference number:                     | <b>[insert]</b> contract reference number]                                                                                                                                                            |                           |
| Details of Proposed Variation                  |                                                                                                                                                                                                       |                           |
| Variation initiated by:                        | <b>[delete]</b> as applicable: CCS/Buyer/Supplier]                                                                                                                                                    |                           |
| Variation number:                              | <b>[insert]</b> variation number]                                                                                                                                                                     |                           |
| Date variation is raised:                      | <b>[insert]</b> date]                                                                                                                                                                                 |                           |
| Proposed variation                             |                                                                                                                                                                                                       |                           |
| Reason for the variation:                      | <b>[insert]</b> reason]                                                                                                                                                                               |                           |
| An Impact Assessment shall be provided within: | <b>[insert]</b> number] days                                                                                                                                                                          |                           |
| Impact of Variation                            |                                                                                                                                                                                                       |                           |
| Likely impact of the proposed variation:       | <b>[Supplier to insert]</b> assessment of impact]                                                                                                                                                     |                           |
| Outcome of Variation                           |                                                                                                                                                                                                       |                           |
| Contract variation:                            | This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[CCS/Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul> |                           |
| Financial variation:                           | Original Contract Value:                                                                                                                                                                              | £ <b>[insert]</b> amount] |
|                                                | Additional cost due to variation:                                                                                                                                                                     | £ <b>[insert]</b> amount] |
|                                                | New Contract value:                                                                                                                                                                                   | £ <b>[insert]</b> amount] |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Home Office

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
  - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
  - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
  - 1.2.1 maintained in accordance with Good Industry Practice;
  - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### 2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### **3. What happens if you aren't insured**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### **4. Evidence of insurance you must provide**

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

### **5. Making sure you are insured to the required amount**

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

### **6. Cancelled Insurance**

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

### **7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in

dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## Joint Schedule 4 (Commercially Sensitive Information)

### 8. What is the Commercially Sensitive Information?

- 8.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 8.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 8.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| No. | Date       | Item(s)                                                                                                                                                                              | Duration of Confidentiality |
|-----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1   | 24/01/2024 | XMA Limited considers all information pertaining to people, pricing, and products to be commercially sensitive the Total Contract Value. Reason: Commercial Sensitivity (Section 43) | 5 Years                     |

## **ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
  - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots;
  - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots;
  - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) – all Lots;
  - 1.4 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.

