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

Order Form

CALL-OFF REFERENCE: AGEMCSU/TRANS/23/1642

THE BUYER: NHS Mid and South Essex Integrated Care Board

BUYER ADDRESS Unit 10 Phoenix Court, Christopher Martin Rd,

Basildon, Essex, SS14 3HG

THE SUPPLIER: XMA LIMITED

SUPPLIER ADDRESS: Wilford Industrial Estate Ruddington Lane Wilford

Nottingham NG11 7EP

REGISTRATION NUMBER: 02051703

DUNS NUMBER: 29-848-4148

SID4GOV ID: Not applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 13th October 2023.

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
 - o Joint Schedule 4 (Commercially Sensitive Information)

- Call-Off Schedules
 - o Call-Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 20 (Call-Off Specification)
- 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:

CALL-OFF START DATE: 08/11/2023
CALL-OFF EXPIRY DATE: 07/02/2024
CALL-OFF INITIAL PERIOD: 3 Months
CALL-OFF OPTIONAL EXTENSION N/A

PERIOD

CALL-OFF DELIVERABLES

Option A:

Qty	Description
50	Cisco Meraki MS120-48 HW 1G L2 Cloud Managed Switches
50	Cisco Meraki MS120-48 HW Enterprise License and Support, 5 Years
50	Cisco Meraki MS120-24 HW 1G L2 Cloud Managed Switch
50	Cisco Meraki MS120-24 HW Enterprise License and Support, 5 Years

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 12 months.

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 £122,287.00.

CALL-OFF CHARGES



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 will be raised by the provider and invoices paid in arrears, no later than 30 days from the date of invoice.

Payment made by BACS.

BUYER'S INVOICE ADDRESS:

NHS Mid and South Essex Integrated Care Board QH8 Payables N175 PO Box 312 LEEDS LS11 1HP

Invoices: sbs.apinvoicing@nhs.net

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

NHS Integrated Care Board - Mid and South Essex Integrated Care System (ics.nhs.uk)

BUYER'S SECURITY POLICY

NHS Integrated Care Board - Mid and South Essex Integrated Care System (ics.nhs.uk)

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETING FREQUENCY

Not applicable.

KEY STAFF

Not applicable.

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

All supplier information containing commercially sensitive or confidential information. This includes all Supplier processes and Supplier pricing that would be considered exempt under Section 43 of FOIA 2000 as likely to prejudice the commercial interests of the Supplier. This also includes sensitive personnel information where the Data Subjects have not given their express or implied permission for the information provided in the tendering or award process

to be shared in any other manner than for the delivery of the Goods and/or services to the Buyer.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable.

GUARANTEE

Not applicable.

SOCIAL VALUE COMMITMENT

[Insert Not applicable or insert 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:



Date: 16/11/2023

For and on behalf of Buyer:



Date: 16/11/2023