

Attachment 4 - Order Form

CALL-OFF REFERENCE: CCIH21A12

THE BUYER: Department for Work and Pensions

BUYER ADDRESS: Caxton House, Tothill Street, Westminster,
London, SW1 9HA

THE SUPPLIER: XMA Limited

SUPPLIER ADDRESS: WILFORD INDUSTRIAL ESTATE,
RUDDINGTON LANE, WILFORD, NOTTINGHAM NG11 7EP

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17th February 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 1 (Definitions)
 - 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 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)

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- Joint Schedule 11 (Processing Data) - N/A
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules
 - Call-Off Schedule 5 (Pricing Details)

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

The Authority requires the right to cancel without charge for any items or costs incurred, where delivery of the goods contained within this Call Off Order Form is not completed before 5pm 25/03/2022.

CALL-OFF START DATE: 17/02/2022

CALL-OFF EXPIRY DATE: 17/08/2022

CALL-OFF INITIAL PERIOD: Not used

CALL-OFF OPTIONAL EXTENSION PERIOD Not used

CALL-OFF DELIVERABLES

REDACTED TABLE

Invoicing	The supplier will provide accurate invoices for every purchase made. All invoices must be 100% accurate
Warranty	<p>The supplier must respond to DWP invoice queries within 3 business days</p> <p>□ All devices must be provided with a minimum of 1-year manufacturing warranty at no extra cost.</p> <ul style="list-style-type: none">• The Supplier to provide details of the warranty, including<ul style="list-style-type: none">- Repair/ replacement turnaround terms; - Timescales; and - Contact information.• The warranty period to commence at the point of delivery to the Customer's site.

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	<ul style="list-style-type: none">• Where the standard manufacturer's warranty is greater than one year this shall be clearly stipulated in the Supplier's response.• Warranty Management will be performed by DWP Device Support supplier.<ul style="list-style-type: none">- Where required the Supplier will support the Device Support supplier with resolution of any Warranty Management issues
Asset reporting	<p>The Supplier must comply with DWP Device Asset Management policies and procedures by providing all asset details to DWP Asset Management team, upon receipt of device order(s) A report must be provided and include:</p> <ul style="list-style-type: none">• Asset Categorisation• Manufacturer• Model number• Serial number• Asset Cost <p>For the avoidance of doubt devices must be able to be tracked at all stages so DWP can account for every device it has purchased and know the status of that device in order to undertake effective demand management</p>
Availability and Delivery	<p>Supplier to confirm their ability to:</p> <ul style="list-style-type: none"><input type="checkbox"/> Acquire the volume of devices requested and ensure delivery to the required address in the UK before 25/03/2022• Securely meet delivery requirements in an appropriate and proper manner including appropriate protection and insurance.• Retain a full audit trail of device asset details from stock to delivery
Security	<p>In delivery of services to DWP, comply with DWP Security Policies and Standards</p> <p>https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</p>

LOCATION FOR DELIVERY

One UK address, to be confirmed no later than 2 weeks prior to the required delivery date

DATES FOR DELIVERY OF THE DELIVERABLES

All items to be delivered as one bulk delivery by - 25th March 2022

TESTING OF DELIVERABLES

Not used

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 12 (twelve) months manufacturer warranty as standard

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 equivalent to the total bid cost estimated at Value REDACTED for Lot 2 – Accessories.

The maximum value Order Form value is estimated to be equivalent to the upper Lot Value listed above

This award is on a zero value commitment basis.

CALL-OFF CHARGES

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

See call off special terms.

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

Payment method BACS

BUYER'S INVOICE ADDRESS:

Department for Work and Pensions

APinvoices-DWP-U@sscl.gse.gov.uk

Box 406, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

DWP Information Security Policy version 1

DWP Acceptable Use Policy version 2.5

DWP Physical Security Policy version 2.0

DWP Information Management Policy version 4.1

Available at: <https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly on the first Working Day of each month

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

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Product unit pricing

SERVICE CREDITS

Not used

ADDITIONAL INSURANCES

Not required

GUARANTEE

Not required

SOCIAL VALUE COMMITMENT – N/A

For and on behalf of the Supplier:

Signature: REDACTED

Name: REDACTED

Role: REDACTED

Date: 16 February 2022

For and on behalf of the Buyer:

Signature: REDACTED

Name: REDACTED

Role: REDACTED

Date:

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Please see embedded table:

REDACTED TABLE

Call-Off Schedule 5 (Pricing Details)

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 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.
- 1.2 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).
- 1.3 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:

REDACTED TABLE