

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

Order Form

CALL-OFF REFERENCE: **CPD4122037**

THE BUYER: **Ministry of Housing, Communities and Local Government (MHCLG)**

BUYER ADDRESS: Fry Building, 2 Marsham Street, London SW1P 4DF.

THE SUPPLIER: XMA Ltd

SUPPLIER ADDRESS: Unit 44, Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham, NG11 7EP

REGISTRATION NUMBER: 2051703

DUNS NUMBER: 298484148

SID4GOV ID: n/a

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20 July 2021.

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)

 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 12 Supply Chain Visibility
- Call-Off Schedules for **CPD4122037**
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - 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.

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:

None

CALL-OFF START DATE: **21 July 2021**

CALL-OFF EXPIRY DATE: **20 January 2022**

CALL-OFF INITIAL PERIOD: **06 months**

CALL-OFF OPTIONAL EXTENSION PERIOD **2 x 3 months**

CALL-OFF DELIVERABLES

Supply and storage of Microsoft Surface Laptop 4 with 3 years extended warranty and other associated hardware.

Option B: See full details in Call-Off Schedule 20 (Call-Off Specification)

LOCATION FOR DELIVERY

MHCLG offices, primarily Fry Building, 2 Marsham Street, London SW1P 4DF.

DATES FOR DELIVERY OF THE DELIVERABLES

Option A: Goods into secure storage by 01/11/2021, see Call-Off Schedule 20. Any further delivery dates will be agreed between MHCLG and Supplier

TESTING OF DELIVERABLES

Option A: None

WARRANTY PERIOD

See Call-Off Schedule 20.

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 £536,802.

CALL-OFF CHARGES

Option A: **£536,802.83 with a ceiling maximum of £641,000.00, excluding VAT.**

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

Where the Original Equipment Manufacturer (OEM) increases the cost price of the Microsoft Surface Laptop 4 or other associated hardware, the Supplier will provide the Buyer with evidence of such an increase and the Buyer accepts the cost increase will apply to any order placed after the increase is declared to the Buyer. Any such price increases would only apply to future orders following the delivery and storage of the fixed quantities (highlighted in blue in the original specification).

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

By electronic invoice/BACS.

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

Ground Floor

Fry Building

2 Marsham Street

London. SW1P 4DF

BUYER'S ENVIRONMENTAL POLICY -

<https://www.gov.uk/government/publications/greening-government-ict-and-digital-services-strategy-2020-2025>

BUYER'S SECURITY POLICY – See Appendix A embedded below

REDACTED

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

44 Wilford Ind. Estate, Ruddington Lane, Nottingham NG11 7EP

SUPPLIER'S CONTRACT MANAGER

REDACTED

44 Wilford Ind. Estate, Ruddington Lane, Nottingham NG11 7EP

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

DHL (delivery contractor)

COMMERCIALLY SENSITIVE INFORMATION

XMA regard all information relating to our people, processes and pricing as commercially sensitive – see Joint Schedule 4

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).

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	REDACTED	Name:	REDACTED
Role:		Role:	
Date:	August 2021	Date:	August 2021