

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

Order Form

CALL-OFF REFERENCE: **CCIH21A02**

THE BUYER: **The Secretary of State for Education**

BUYER ADDRESS: **20 Great Smith St, Westminster, London SW1P 3BT**

THE SUPPLIER: **XMA Limited**

SUPPLIER ADDRESS: **Wilford Industrial Estate, Ruddington Lane,
Wilford, Nottingham, NG11 6NJ.**

REGISTRATION NUMBER: **02051703**

DUNS NUMBER: **298,484,148**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 06/09/2021. 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:

This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.

1. Joint Schedule 1(Definitions and Interpretation) RM6068

2. 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 CCIH21A02 project_4499
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management) Part A
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)

3. CCS Core Terms (version 3.0.6)

4. Joint Schedule 5 (Corporate Social Responsibility) RM6068

5. 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

None

CALL-OFF START DATE: **04/10/2021**

CALL-OFF EXPIRY DATE: **31/03/2022**

CALL-OFF INITIAL PERIOD: **5 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD **3 Months**

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

LOCATION FOR DELIVERY

ComputaCenter, Hatfield Business Park, Hatfield Avenue, Hatfield, AL10 9TW

DATES FOR DELIVERY OF THE DELIVERABLES

See details in Call-Off Schedule 13 (Implementation Plan & Testing)

TESTING OF DELIVERABLES

See details in Call-Off Schedule 13 (Implementation Plan & Testing)

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. The Buyer and Supplier will have the option to introduce an enhanced warranty service by way of contract variation in line with the charges set out in Schedule 5 – Pricing Schedule.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

Each Party's total aggregate liability for each Purchase Order under this Call-Off Contract (whether in tort, contract or otherwise) is 125% of the Purchase Order.

CALL-OFF CHARGES

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

The total contract value for the initial order with the Supplier and any changes up to 15 November 2021 is below £16 million exc. VAT.

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

The Supplier shall submit invoices directly to the billing address as per the Buyer's order. The Supplier shall invoice the Buyer for Goods and for Services in accordance with Call-Off Schedule 5 (Pricing Details). Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

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Not applicable

BUYER'S SECURITY POLICY

See Call-Off Schedule 9 (Security).

SUPPLIER'S AUTHORISED REPRESENTATIVE REDACTED

SUPPLIER'S CONTRACT MANAGER REDACTED

PROGRESS REPORT FREQUENCY

See Call-Off Schedule 1 (Transparency Reports)

PROGRESS MEETING FREQUENCY

See Call-Off Schedule 15 (Call-Off Contract Management).

KEY STAFF

Buyer:

REDACTED

Supplier:

REDACTED

KEY SUBCONTRACTOR(S)

REDACTED

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

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:	REDACTED	Signature:	REDACTED
Name:		Name:	
Role:		Role:	
Date:		Date:	