

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

Order Form

CALL-OFF REFERENCE: **CPD4121002**

THE BUYER: Department for Levelling Up, Housing and Communities (DLUHC)

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

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: NA

CALL-OFF START DATE:	17 April 2023
CALL-OFF EXPIRY DATE:	16 April 2026
CALL-OFF INITIAL PERIOD:	3 Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	2 x 1 years
ESTIMATED CEILING VALUE (DLUHC) for initial 3 years	£9,011,500.00 excluding VAT
ESTIMATED CEILING VALUE for DLUHC and associated bodies	£20,023,863 excluding VAT

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17 April 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:

- 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 11 (Processing Data)
 - Joint Schedule 12 Supply Chain Visibility
 - Call-Off Schedules for CPD4121002
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part A
 - Call-Off Schedule 9 (Security) Part B
 - Call-Off Schedule 10 (Exit Management) Part A
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - 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 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - 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:

None

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

Various – will be stated in Purchase Orders.

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 a minimum period of 90 days or longer as stated in the specification/price schedule.

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 £3,020,500.00 excluding VAT.

CALL-OFF CHARGES

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

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

Invoice/BACS

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Head of Customer Services/Contract Manager

Email: [REDACTED]

Fry Building, 2 Marsham Street, London SW1P 4DF.

BUYER'S ENVIRONMENTAL POLICY

Available online at: <https://www.gov.uk/government/collections/greening-government-commitments>

BUYER'S SECURITY POLICY

As per Call-Off Schedule 9 Security (Part B)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Account Director

[REDACTED]

Wilford Industrial Estate Ruddington Lane Wilford Nottingham NG11 7EP

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Contracts Director

[REDACTED]

Wilford Industrial Estate Ruddington Lane Wilford Nottingham NG11 7EP

PROGRESS REPORT FREQUENCY

As per Call-Schedule 1 Transparency Reports.

PROGRESS MEETING FREQUENCY

As stated in Appendix B Statement of Requirements of the Invitation to Tender documents issued on 13 January 2023.

KEY STAFF

[REDACTED]

Account Director

[REDACTED]

Wilford Industrial Estate Ruddington Lane Wilford Nottingham NG11 7EP

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As stated in Joint Schedule 4.

SERVICE CREDITS

Service Levels as stated in Call-Off Schedule

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).

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 18th April 2023

For and on behalf of Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 17th April 2023