

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

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**Framework Schedule 6b Order Form Template Operating Lease Only  
(Leasing and/or Service Requirements under Lot 2)****Order Form**

CALL-OFF REFERENCE:	CCS23003
THE BUYER:	<b>UK SBS</b>
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon SN2 1FF
THE SUPPLIER:	Konica Minolta Business Solutions (UK) Limited
SUPPLIER ADDRESS:	Konica House, Miles Gray Road, Basildon, Essex, SS14 3AR
REGISTRATION NUMBER:	
DUNS NUMBER:	
SID4GOV ID:	

- This Order Form may be used when:
  - Leasing Product(s) under Lot 2 via an **Operating Lease**, and where you require support services i.e., service and maintenance under Lot 2.
  - 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.
- The Supplier has provided this Call Off Order Form and/or Schedules to the Buyer at its request and based on the Customer's requirements.
- The Buyer must read and ensure that where a section is marked as 'Not Applicable, the Buyer is satisfied and accepts that this is a true and accurate representation.
- Where the Buyer deems any section marked "Not Applicable" to be included it is the Buyer's responsibility to check and complete the details to ensure compliance with RM6174 terms and conditions applicable to this Call Off Order.
- The Supplier is able to guide and support the Buyer in completing this Order Form and/or any Schedules, where applicable, without liability for any omission or inaccuracy in the said Form and Schedules.

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated [] 2022, issued under the Framework Contract RM6174 for the provision of Multifunctional Devices (MFDs), Print and Digital Workflow Software Services and Managed Print Service Provision. In respect of:

<b>Lot Number</b>	<b>Lot Name</b>	<b>Relevant (Yes/No)</b>
<b>1</b>	<i>Multifunctional Print Devices (MFDs) and Basic Print Management Software</i>	<b>No</b>
<b>2</b>	<i>Multifunctional Print Devices (MFDs), Print Management and/or Digital Workflow Software and Associated Services</i>	<b>Yes</b>

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract and where numbered schedules are omitted, the Buyer confirms that it has satisfied itself that these schedules do not apply and will not be incorporated. If the documents conflict, the following order of precedence applies:

- This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- Joint Schedule 1 (Definitions and Interpretation) RM6174
- Framework Special Terms (if applicable and as agreed between the Buyer and Supplier)
- The following Schedules in equal order of precedence **and the Buyer** must retain all Schedules you select for the full term of your Call-Off Contract as they along with this Order Form make up your formal Contract with the Supplier.

Framework Ref: RM6174

Project Version: v1.0

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

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5. Core Terms (version 3.0.11)
6. Joint SCCS Schedule 5 (Corporate Social Responsibility)
7. 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 OR mark Not Applicable or Delete.

**Joint Schedules for RM6174**

Joint Schedule 1	(Definitions)	This Schedule details all the defined terms stated within the Specification of Requirements for Lots 1, 2, 3 and 4. Shall be used if required.	<b>Applicable</b>
Joint Schedule 2	(Variation Form)	This Schedule is to be used when either the Buyer and/or Supplier wants to change/update the deliverables of the original Call-Off Contract in accordance with Clause 24 (Changing the Contract) of the Core Terms	<b>Applicable</b>
Joint Schedule 3	(Insurance Requirements)	This Schedule defines the standard insurance cover required by Suppliers at Framework level. If Buyers require Suppliers to obtain additional Insurance, this should be detailed in the 'Additional Insurance' section found further on in this form.	<b>Applicable</b>
Joint Schedule 4	(Commercially Sensitive Information)	Complete this Schedule when Supplier's Confidential Information has been identified and agreed to by both parties. In this Schedule specify any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential.	<b>Applicable</b>
Joint Schedule 5	Corporate Social Responsibility		<b>Not Applicable</b>
Joint Schedule 6	(Key Subcontractors)	This Schedule should be incorporated in to the Call-Off where the Supplier is entitled to sub-contract part of its obligations under this Call-Off Contract to Key Subcontractors. Key Subcontractor information should be detailed in the 'Key Subcontractor' section found further on in this form.	<b>Applicable</b>
Joint Schedule 7	(Financial Difficulties)		<b>Not Applicable</b>
Joint Schedule 8	(Guarantee)		<b>Not Applicable</b>
Joint Schedule 9	(Minimum Standards of Reliability)		<b>Not Applicable</b>
Joint Schedule 10	(Rectification Plan)	This schedule is used when a supplier breaches any of their obligations and sets out the steps to be taken by Suppliers to rectify the Defaults. <i>The definition of Default can be found in Joint Schedule 1 - Definitions</i>	<b>Applicable</b>

Framework Ref: RM6174

Project Version: v1.0

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

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Joint Schedule 11	(Processing Data)	Annex 1 of Schedule 11 is to be completed by Buyer's when Personal Data is processed by Supplier's. Annex 2 of this Schedule should be considered when both parties agree to Joint Controller Status	<b>Applicable</b>
Joint Schedule 12	(Supply Chain Visibility)		<b>Not Applicable</b>
Joint Schedule 13	(Continuous Improvement)		<b>Not Applicable</b>
Joint Schedule 14	(Benchmarking)		<b>Not Applicable</b>
Joint Schedule 15	(Key Supplier Staff)	This schedule is to be completed by Buyer's where Key roles of Supplier Staff have been identified by the Buyer and Supplier	<b>Applicable</b> <b>Details of buyer /supplier key roles inserted into annex 1 of joint schedule 15</b>

**Call-Off Schedules for RM6174**

Call-Off Schedule 1	(Transparency Reports)	This Schedule is to be populated by Buyer's and sets out the reporting requirements which the Supplier will comply with throughout the duration of the Call-Off Contract	<b>Applicable</b>
Call-Off Schedule 2	(Staff Transfer)	This schedule sets out the provisions of Staff transfer. Buyers will need to seek their own legal advice prior to completing Call-Off Schedule 2.	<b>Applicable</b>
Call-Off Schedule 4	(Call Off Tender)		<b>Applicable</b> <b>Konica Minolta proposal</b>
Call-Off Schedule 5	(Pricing Details)		<b>Pricing details at Call-Off Schedule 5</b>
Call-Off Schedule 6	(ICT Services) Section	This Schedule sets out the requirement to which the Supplier are to comply with the Buyer's <i>ICT Policy (ensure it is handed over to the Supplier before the Commencement Date)</i>	<b>Applicable</b>
[Call-Off Schedule 8]	(Business Continuity and Disaster Recovery)	This schedule is to be considered if Buyer's require Suppliers to prepare and deliver a Business Continuity and Disaster Recovery Plan in connection with providing the deliverables under this Call-Off Contract	<b>Not Applicable</b>
Call-Off Schedule 9	(Security)		<b>Details at Annex 2 of Call-Off Schedule 9</b>

Framework Ref: RM6174

Project Version: v1.0

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

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Call-Off Schedule 10	(Exit Management)		<b>Details at Call-Off Schedule 10</b>
Call-Off Schedule 11	(Installation Works)	This schedule defines the Installation Works (for definition of Installation Works see Joint Schedule 1 – Definitions) needed by Buyer's during the Call-Off Contract term	<b>Applicable</b>
Call-Off Schedule 12	Clustering)		<b>Not Applicable</b>
Call-Off Schedule 13	(Implementation Plan and Testing)	This schedule is to be completed if an Implementation Plan and/or Testing is required. Populate all required Annexes within Call-Off Schedule 13	<b>Applicable</b>
Call-Off Schedule 14	(Service Levels)	This schedule is to be completed if specific Service Levels are required against the Call-Off deliverables. Populate Annex A within Call-Off Schedule 14	<b>Applicable</b>
Call-Off Schedule 15	(Call-Off Contract Management)		<b>Applicable</b>
Call-Off Schedule 20	(Call-Off Specification)	This schedule is to be populated by Buyers with the Deliverables applicable to this Call-Off Contract Charges.	<b>Details at Call-Off Schedule 20 (Call-Off Specification)</b>
Call-Off Schedule 24	(Operating Lease)	This schedule should be incorporated when an Operating Lease is required.	<b>Applicable</b>

**CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract: **Special Term 1:**

**Delete** Call-Off Schedule 6 ICT clause 14 (Supplier-Furnished Terms) in its' entirety as non-COTS software is not being supplied by the Supplier.

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**SECTION B****1. Call-Off Contract Period**

CALL-OFF START DATE: (The initial contract period excluding extension options)	<b>18<sup>th</sup> June 2023 (36 MONTHS)</b>
CALL-OFF EXTENSION PERIOD OPTIONS: (State the options to extend)	<b>Not Applicable</b>
CALL-OFF EXPIRY DATE:	<b>17<sup>th</sup> June 2026</b>
MINIMUM WRITTEN NOTICE TO SUPPLIER IN RESPECT OF EXTENSION:	3 Months (90 Days)

**2. Contract Performance**

STANDARDS AND QUALITY Delete 1 or 2 as appropriate	<b>As per the Framework Specification</b>
SERVICE CREDITS	Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).  [REDACTED] [REDACTED] [REDACTED]

**3. Liability and Insurance**

MAXIMUM LIABILITY  The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.	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 [REDACTED]  Estimated Charges in the first 12 months of the Contract.  <b>For the avoidance of doubt, the limit of liability for this Contract is £5,000,000 as per Clause 11.2 of the Core Terms.</b>
ADDITIONAL INSURANCES	<b>Not Applicable</b>

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

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**4. Buyer Information**

BUYER'S INVOICE ADDRESS	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
BUYER'S AUTHORISED REPRESENTATIVE	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PAYMENT METHOD	Invoice Quarterly and will be paid by BACS on 30 day payment terms

**5. Supplier Information**

SUPPLIER'S AUTHORISED REPRESENTATIVE	[REDACTED] [REDACTED] [REDACTED]  Konica Minolta Business Solution (UK) Ltd Miles Gray Road, Basildon, Essex, SS14 3AR
SUPPLIER'S CONTRACT MANAGER	[REDACTED] [REDACTED] [REDACTED]  Konica Minolta Business Solution (UK) Ltd Miles Gray Road, Basildon, Essex, SS14 3AR
SUPPLIER REQUIREMENTS <b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>  <i>See Call-Off Schedule 11 (Installation) and consider if inspection of the Sites by the Supplier is required.</i>	<b>Not Applicable</b>
FAILURE OF SUPPLIER EQUIPMENT	<b>Not Applicable</b>

**6. Other Call-Off Requirements**

TERMINATION WITHOUT CAUSE NOTICE PERIOD	The period of thirty (30) Working Days in Clause 10.2.2 of the Core Terms shall be amended to ninety (90) Working Days
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Project Version: v1.0

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Crown Copyright 2021

UNDISPUTED SUMS LIMIT	As per Clause 10.5 of the Core Terms
TRAINING	<b>Not Applicable</b>
SOCIAL VALUE COMMITMENT	<b>Please refer to Supplier Proposal and specification</b>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	██████████	Name:	██████████
Role:	████████████████████	Role:	████████████████████
Date:	██████████	Date:	██████████



## CCS RM6174 Framework Call-Off Schedule 5 (Pricing Details) & Call-Off Schedule 20 (Call Off Specifications) Lease Order Form ("Form")

This Form should be used to detail the products, services ("Deliverables") and pricing in respect of such products and service, being leased by the Buyer under CCS RM6174 Framework Order Form 6b Operating Lease and supplied by Konica Minolta Business Solutions (UK) Limited ("the Supplier"). The Buyer must refer to Schedule 24 of the CCS Framework and retain a completed copy of this Schedule as this forms part of the Call Off Contract between the Buyer and the Supplier

<b>Buyer Name:</b>	<b>UKSBS ( UK SHARED BUSINESS SERVICES)</b>
<b>URN Number:</b>	10027199
<b>Purchase Order number:</b>	
<b>Call Off Reference number:</b>	<b>RM6174 Lot 2</b>

<b>UK SBS, Polaris House, North Star Avenue, Swindon SN2 1FF</b>			
<b>Company Reg:</b>		<b>Postcode:</b>	
<b>Contact Name:</b>		<b>Site Contact Name:</b>	
<b>Contact Number:</b>		<b>Contact Number:</b>	
<b>Email:</b>			
<b>Estimated Deliver</b>		<b>18 June 2023</b>	

<b>Equipment to be collected from the Buyer (if applicable):</b>
To be agreed

### Call Off Contract Period:

<b>Minimum Term:</b>	36 months
<b>Start Date:</b>	18 June 2023
<b>End Date:</b>	17 <sup>th</sup> June 2026
<b>Extension Notice Period</b>	N/A
<b>Extension Period End Date</b>	N/A

## Deliverables & Pricing:

Product Code:	Description of Product / Service	Qty	Quarterly Lease Payment £	Cost per Page Service Charge		Delivery Address
				Mono £	Colour £	
	Please see Appendix "retained list" for utilisation list of existing equipment					Various

## Software/Solutions/Professional Services (complete as appropriate):

Product Code	Description	Qty	Pricing £	Location (including equipment details)
	YSOFT			

<b>Total Quarterly Rental: (Quarterly in advance)</b>	£	
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- A. Title to leased Deliverables shall not at any time pass to, or vest in, the Buyer.
- B. By signing below, the Buyer gives it consent to the Supplier (i) to seek third party finance in respect of the Deliverables by selling the Deliverables to such third party ("the Assignee"); (ii) to assign the Supplier's right to receive payment of the Rental to the Assignee; and (iii) the Buyer consents to such sale and assignment. The Supplier will continue to bill and collect all receivables from the Buyer for the leased Deliverables, and the Supplier will remain fully liable for all obligations arising under the lease agreement.
- C. The Buyer further consents to the Supplier's sub-contractors for customer administration and invoicing purposes (as notified to, and approved by, the Framework Authority and/or available on the CCS Framework website) to process the Buyer's and/or its officers', employees' and agent's personal data (e.g. contact name, job titles, business address) and for such processing to be undertaken outside the UK where necessary.

### Important Supplier Notice to Buyers:

- The Supplier has provided this Order Form to the Buyer at its request and based on the Buyer's requirements.
- The Supplier is able to guide and support the Buyer in completing this Order Form (and/or any accompanying Schedules), where applicable, and where it does do so, the Supplier accepts no liability for any omission or inaccuracy in the Order Form (and/or Schedules).
- The terms of this Order shall be incorporated into the terms of the Buyer's CCS RM6174 Contract with the Supplier

### Buyers Authorised Signature

<div></div> <div></div>
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### Suppliers Authorised Signature

<div></div> <div></div>
Title <div></div> Date <div></div>

**“Retained list” for utilisation list of existing equipment:**

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

