**Framework Schedule 6 (Order Form Template and**

**Call-Off Schedules)**

**Order Form**

|  |  |
| --- | --- |
| CALL-OFF REFERENCE:  | **CCOU21A04**  |
|   |  |
| THE BUYER:   |   | **Cabinet Office**  |
| BUYER ADDRESS   |   | 70 Whitehall London SW1A 2AS |
| THE SUPPLIER:  |   | XMA Limited  |
| SUPPLIER ADDRESS:  |  | REDACTED |
| 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 18 August 2021.

It’s issued under the Framework Contract with the reference number RM6059 Framework Contract for the provision of Office Stationery and Electronic Office Supplies.

CALL-OFF LOT(S):

Lot 1

|  |  |  |
| --- | --- | --- |
| **Lot** **Number**  | **Lot Description**  | **Relevant (Yes / No)**  |
| 1  | Office Stationery and Electronic Office Supplies  | No  |

|  |  |  |
| --- | --- | --- |
| 2  | Office and Electronic Office Supplies   | No  |
| 3  | Electronic Office Supplies  | Yes  |

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) RM6059 3. The following Schedules in equal order of precedence:

* + Joint Schedules for RM6059 o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information) o Joint Schedule 5 (Corporate Social Responsibility)
		- Joint Schedule 6 (Key Subcontractors) o Joint Schedule 7 (Financial Difficulties) o Joint Schedule 8 (Guarantee)
		- Joint Schedule 9 (Minimum Standards of Reliability) o Joint Schedule 10 (Rectification Plan)
		- Joint Schedule 11 (Processing Data)
		- Joint Schedule 12 (Supply Chain Visibility)

* + Call-Off Schedules for **CCOU21A04** o Call-Off Schedule 1 (Transparency Reports)
		- Call-Off Schedule 5 (Pricing Details) o Call-Off Schedule 7 (Key Supplier Staff)
		- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
		- Call-Off Schedule 9 (Security) o Call-Off Schedule 10 (Exit Management) o Call-Off Schedule 14 (Service Levels) o Call-Off Schedule 15 (Call-Off Contract Management) o Call-Off Schedule 16 (Benchmarking) o Call-Off Schedule 18 (Background Checks) o Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.7)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6059

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:   |   | **1st January 2021**  |
| CALL-OFF EXPIRY DATE:   |   | **31st December 2022**  |
| CALL-OFF INITIAL PERIOD:  |   | Two Years with the option to extend for up  |
|   |   | to 2 further periods of 12 months  |

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

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

The Estimated charges are £140,000 including the extension period.

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoice via shared services with relevant PO

BUYER’S INVOICE ADDRESS:

REDACTED

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

BUYER’S ENVIRONMENTAL POLICY

**Cabinet Office environmental policy statement** available online at: [https://www.gov.uk/government/publications/cabinet-office-environmental-policystatement](https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement)

BUYER’S SECURITY POLICY

Appended at Call-Off Schedule 9

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER’S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

On the 10th Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on a day to be agreed suitable for all parties

KEY STAFF –

REDACTED

KEY SUBCONTRACTOR(S)

None – Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

All pricing and pricing information submitted with the Supplier’s Tender.

All cost pricing (including but not limited to the Supplier’s cost (ex-works prices) and sell prices / Framework Price(s)) or any component thereof in any context under the Framework Agreement or any Call Off Contract together with all related or ancillary information including but not limited to any breakdown of the foregoing or any subsequent review, analysis or variation of the same – whether in any context under the Framework Agreement or any Call Off Contract, any benchmarking or otherwise. All information provided in the contract examples / case studies within the Supplier’s

Tender. All information relating to specific personnel of the Supplier. The Supplier’s Tender as a whole contains a wide variety of information that, when taken as a whole, is acutely commercially sensitive as it reveals the Supplier’s proposition to strategic customers and the way in which the Supplier presents and articulates it to them (such information amounting to a trade secret of the Supplier).

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels). The Service Credit Cap is: 1% of the monthly contract charge based on delivery of stocked & core products. The Service Period is: One Month.

A Critical Service Level Failure is: In relation to the specified core items of this calloff agreement, a Critical Service Level Failure shall include a delay in obtaining a specified catalogue item ordered by the Customer in excess of twenty four (24) hours of the Specified Delivery Date, more than once in any three (3) month period or more than three (3) times in any rolling twelve (12) Month period. This will be measured from the point of order by the customer to the point of dispatch by the supplier.

The Specified Delivery Date is defined as seven (7) working days from the date of order by the Customer, and is subject to meeting the weekly delivery schedule agreed between the Customer and the Supplier

In relation to Delivery Option two, a Critical Service Level Failure shall include a missed scheduled delivery by the supplier more than once in any three-month period or more than three (3) times in any rolling (12) month period.

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:**  | **For and on behalf of the Buyer:**  |
| Signature:  | REDACTED | Signature:  |  REDACTED |
| Name:  |  | Name:  |   |
| Role:  |  REDACTED | Role:  |  REDACTED |
| Date:  |  09 September 2021 | Date:  |   |