

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

Order Form

CALL-OFF REFERENCE:	C3448
THE BUYER:	Intellectual Property Office
BUYER ADDRESS	Concept House, Cardiff Road, Newport NP10 8QQ
THE SUPPLIER:	XMA Limited
SUPPLIER ADDRESS:	[REDACTED]
REGISTRATION NUMBER:	[REDACTED]
DUNS NUMBER:	[REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **13/05/2024**.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 2: Hardware

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. 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) RM6098
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedules for **C3448**
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call off Schedule 14 (Service Level Agreements)
 - Call off Schedule 15 (Call Off Contract Management)

4 CCS Core Terms (version 3.0.6)

5 Joint Schedule 5 (Corporate Social Responsibility) RM6068

No other Supplier terms are part of the Call-Off Contract, including 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:

Special Term 1: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', Buyer shall not terminate this Call-Off Contract without cause.

CALL-OFF START DATE:	13/05/2024
CALL-OFF EXPIRY DATE:	13/05/2026
CALL-OFF INITIAL PERIOD:	24 Months
CALL-OFF OPTIONAL EXTENSION	Option to extend the contract by a further optional period of 12 months. Potentially extending to contract end date to 13/05/2027.

Special Term 2: The contract management tiering found at Annex A, the IPO reserves the right to implement a contract management plan as part of its contract management approach. The Supplier will be required to mutually agree said contract management plan prior to implementation.

CALL-OFF DELIVERABLES

1.1.1. The Intellectual Property Office requires a roll out a new laptop device across the IPO and will therefore require the replacement of 1,800 devices but also allow for additional quantities over a two-year period to allow for any headcount increases.

1.1.2. The Intellectual Property Office requirement is as follows:

Device 1: Clam Shell Laptop	
Make and Model	Quantity
Microsoft Surface 5	400
Device 2: 2-in-1 Laptop Tablet (inclusive of Type Cover)	
Make and Model	Quantity
Microsoft Surface Pro 9	1,400
Warranty:	
Extended Hardware Service Warranty (per device)	Quantity
	1,800

LOCATION FOR DELIVERY

Intellectual Property Office, [REDACTED]
[REDACTED]

Please add [REDACTED] [REDACTED] to any delivery notes and the named receiver of goods.

DATES FOR DELIVERY OF THE DELIVERABLES

Rollout Phase	Quantity of Devices	Timescale
Phase One	400 Microsoft Surface Pro 9's 100 Microsoft Surface 5's	As soon as possible, ideally under three weeks on from the issuing of a valid PO to the supplier.
Phase Two	400 Microsoft Surface Pro 9's 100 Microsoft Surface 5's	Four weeks hence from Phase One delivery.
Phase Three	400 Microsoft Surface Pro 9's 100 Microsoft Surface 5's	Four weeks hence from Phase Two delivery.
Phase Four	200 Microsoft Surface Pro 9's 100 Microsoft Surface 5's	Four weeks hence from Phase Three delivery.

TESTING OF DELIVERABLES

Not Applicable

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 for up to the period of 90 days upon the receipt of hardware.

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 125% of the Estimated Yearly Charges.

CALL-OFF CHARGES

£1,717,890.00 exclusive of VAT / £2,061,468.00 inclusive of VAT

Breakdown of Initial charges:

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<u>Manufacturer Part</u>	<u>Description</u>	<u>Qty</u>	<u>Delivered Price</u>	<u>Total</u>
Microsoft Surface Laptop 5	Standard Pricing			
R7B-00027	SfcLpt513i5/16/256CM Win11 SC EngBrit UK/Ireland Only Commercial Black	400		
NRI-00008	MS Extended Hardware Service Plus Srfc Laptop3/4/5 GB 3Y from Purchase	400		
			Total cost for Device One	
Microsoft Surface Pro 9	Standard Pricing			
QIA-00003	SfcPro9i5/16/256CM Win11 SC EngBrit UK/IE/CY/MT Commercial	1400		
8XB-00003	Pro Sig KB COMM ASKU SC EngBrit UK/Ireland Only Commercial Black	1400		
NRI-00006	MS Extended Hardware Service Plus Srfc Pro7+/8/9/X GB 3Y from Purchase	1400		
			Total Cost for Device Two	
			Total Combined Cost of Devices:	£1,717,890.00

Therefore, the Initial PO Value will equal £1,717,890.00 exclusive of VAT or £2,061,468.00 inclusive of VAT.

Prices will remain fixed for the duration of this contract. 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.

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Service Levels

Definitions

In this Part Call-Off Schedule 14, the following words shall have the following meanings and they shall supplement Joint Schedule 1:

"Critical Service Failure" Means a failure to meet a Service Level Threshold in respect of a Service Level

Performance Monitoring Report Means a Performance Monitoring Report as specified by Section 3 of this Call-Off Schedule 14

"Service Level Failure" means a failure to meet the Service Level Performance Measure in respect of a Service Level;

"Service Level Performance Measure" shall be as set out against the relevant Service Level in the Annex to Section 2 of Call-Off Schedule 14; and

"Service Level Threshold" shall be as set out against the relevant Service Level in the Annex to Section 2 to Call-Off Schedule 14

Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring.
- 1.a.2 instruct the Supplier to comply with the Rectification Plan Process;

- 1.a.3 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

Service Levels			
Service Component	Hours of Support	Resolution Timescale	Service Level Agreement Target
Device(s) Delivery (orders up to 50 units)	Monday to Friday: 9:00 – 17:00	Within 5 Business Days from receipt of order (where the parties have agreed that the Device(s) concerned will be held in stock) or 5 Business Days from delivery to the Supplier from Vendor	95%
Device(s) Delivery (orders greater than 50 units)	Monday to Friday: 9:00 – 17:00	The supplier will provide an expected delivery time within 5 working days of receipt of the order	95% of delivery timescales met during the contract term
Monthly reporting	Monday to Friday: 9:00 – 17:00	Within 5 Business Days of the agreed reporting period	N/A
Service Review	Monday to Friday: 9:00 – 17:00	Within 10 Business Days of the agreed reporting period	N/A
Appointed Account Manager	Monday to Friday: 9:00 – 17:00	Calls and e-mails responded to within 3 hours.	95%

Service Level Targets

The Supplier will measure actual performance against the SLA Target during the first six - months following the Service Commencement Date ("the Settling in Period"), to ensure that SLA targets are appropriate to the Service being delivered.

If at any time either the Supplier or the Authority feel that the SLA of a type of activity or the SLA target should be altered, then this can be done following discussion and agreement between both parties. Following completion of the Settling in Period all accepted Incidents and Service Requests raised for the Service Components above shall be measured against the corresponding SLA Target and SCC's performance against which shall be reported to the Authority.

1. What happens if you don't meet the Service Levels:

- 1.1 The Supplier shall at all times provide the Deliverables to meet the Service Level Performance Measure for each Service Level.
- 1.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Section 2 to this Schedule 14
- 1.3 The Supplier shall send Performance Monitoring Reports to the Buyer in accordance with the provisions of Section 3 (Performance Monitoring) of this Call-Off Schedule 14.
- 1.4 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

the Service Level Failure:

- 1.5 exceeds the relevant Service Level Threshold.
- 1.6 has arisen due to a Prohibited Act or wilful Default by the Supplier.
- 1.7 results in the corruption or loss of any Government Data; and/or
- 1.8 results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 1.9 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 2.1 the Buyer shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph 2 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Section 2: Service Levels

1. Service Levels

- 1.1 If the level of performance of the Supplier is likely to or fails to meet any Service Level Performance Measure the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.1.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer.
- 1.1.2 instruct the Supplier to comply with the Rectification Plan Process.
- 1.1.3 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment to be made by BACS payment upon the receipt of a valid invoice with a correct PO number referenced.

BUYER'S INVOICE ADDRESS:

payables@ipo.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Where applicable on the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Where applicable, quarterly on the first Working Day of each quarter. Attendance at contract review meetings shall be at the supplier's own expense. Outline any other communication stages required from both parties to ensure contract fulfilment. These stages include meetings, calls, and other communications required to ensure the final deliverable meets the specification. The buyer will host an initiation meeting with relevant parties from the supplier organisation to commence the project upon award of the contract.

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Refer to Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

XMA LIMITED'S SOCIAL VALUE COMMITMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
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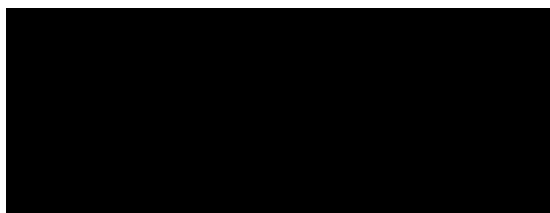
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Supplier_Signature



Contracting_Authority_Signature

