

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

Order Form

CALL-OFF REFERENCE:	CQC I&D 061
THE BUYER:	Care Quality Commission
BUYER ADDRESS	Citygate, Gallowgate, Newcastle upon Tyne, NE1 4PA
THE SUPPLIER:	XMA Ltd
SUPPLIER ADDRESS:	44 Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham, NG11 7EP
REGISTRATION NUMBER:	2051703
DUNS NUMBER:	298484149
SID4GOV ID:	298484149

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23 February 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(S):

- Lot 1 Hardware & Software, & 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 5 (Corporate Social Responsibility)

- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for CQC I&D 061
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
 - Call-Off Schedule 9 (Security) Part C
 - Call-Off Schedule 10 (Exit Management) Part B
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - 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 START DATE: 23 February 2023
CALL-OFF EXPIRY DATE: 22 February 2025
CALL-OFF INITIAL PERIOD: 2 Years, (24 months)
CALL-OFF OPTIONAL EXTENSION 2 times 12 months (total of 2 years)
PERIOD

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

Location	Address
CQC - London	2 nd Floor, 2 Redman Place, London E20 1JQ
CQC - Newcastle	Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA
CQC - Birmingham	15 th Floor, McLaren Building, 46 Priory Queensway Dale End Birmingham, B4 7LR
CQC - Bristol	Temple Quay House, 2 The Square Bristol, BS1 6PM
CQC - Leeds	Quarry House, Leeds, LS2 7UE
CQC - Manchester	National Institute for Health and Care Excellence (NICE), Level 1A, City Tower Piccadilly Plaza, Manchester, M1 4BT
CQC - Nottingham	Seaton House, City Link, Nottingham, NG2 4LA

As well as the above there maybe the occasional delivery to employee's home addresses.

DATES FOR DELIVERY OF THE DELIVERABLES

As and when required.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the manufacturer's warranty period valid from date the peripherals are delivered.

The Supplier will pass on the benefit of a deferred warranty where the third party manufacturer or supplier has made it available to the Supplier for the applicable Goods.

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 £1,750,000.00. **Please note this is not a commitment to the total value of this call off agreement**

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

The Supplier shall submit invoices directly to the billing reference below. The Supplier shall invoice the Buyer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made via BACS. Payment will be made within 30 days upon receipt of a valid invoice, stating the correct address, PO Number as supporting detail to easily identify the charges.

BUYER'S INVOICE ADDRESS:

[REDACTED]

Service Delivery Manager – Customer Computing

Email: [REDACTED]

Address: T70 Payables F175

PO BOX 312, Leeds, LS11 1HP

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

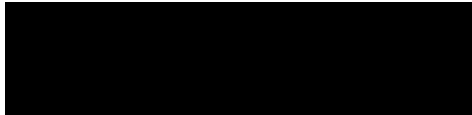
Commercial Category Manager

E: [REDACTED]

BUYER'S SECURITY POLICY

Information Governance Policies dated May 2018. Located: [Microsoft Word - 20190228 CQC Information Governance Policies.docx](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE



7 Handley Page Way, Old Parkbury Lane, Colney Street, St Albans, Hertfordshire, AL2 2DQ

SUPPLIER'S CONTRACT MANAGER



Internal Account Manager



7 Handley Page Way, Old Parkbury Lane, Colney Street, St Albans, Hertfordshire, AL2 2DQ

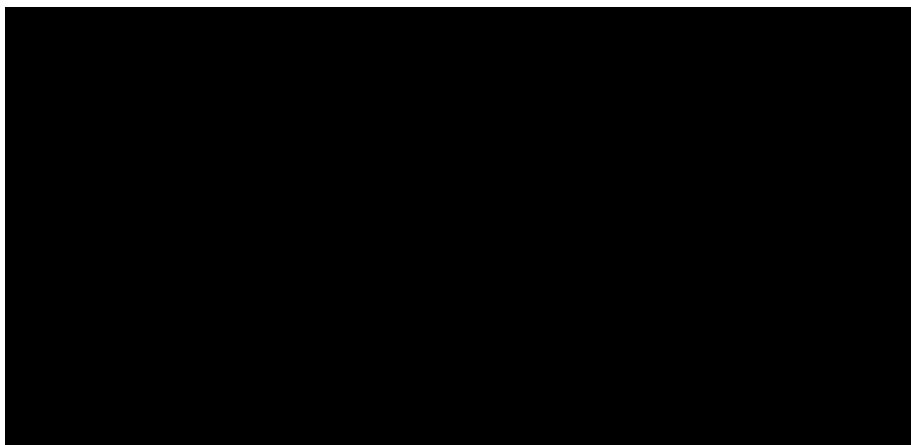
PROGRESS REPORT FREQUENCY

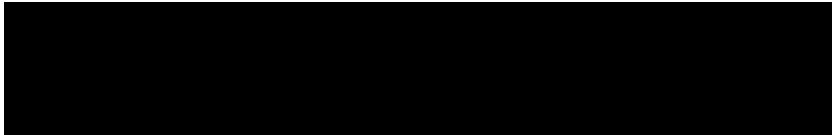
Reports to be provided as per Call-Off Schedule 1 – transparency reports

PROGRESS MEETING FREQUENCY

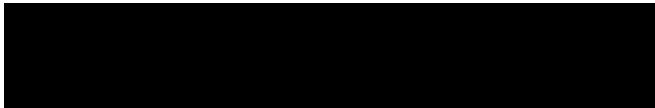
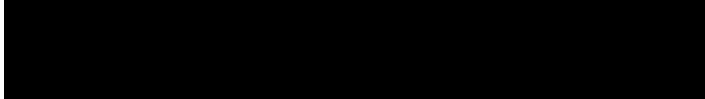
Quarterly

KEY STAFF





Escalation Contacts:



Supplier Contacts:

Refer to Call Off Schedule 7 – Key Staff

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

APPROVAL

Acknowledged and agreed:

SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

SIGNED for and on behalf of **XMA Ltd**

Authorised Signatory 1:

Authorised Signatory 2: