

Order Form

CALL-OFF REFERENCE: CPD4124207

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

BUYER ADDRESS: Fry Building, 2 Marsham Street, London, England, United Kingdom, SW1P 4DF

THE SUPPLIER: Phoenix Software Limited

SUPPLIER ADDRESS: Bytes House, Randalls Way, Leatherhead, Surrey, England, United Kingdom, KT22 7TW

REGISTRATION NUMBER: 02548628

DUNS NUMBER: 763488178

SID4GOV ID: 02548628

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01/01/2024 to 31/12/2026.

It is issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 3: 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 Attachments.
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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for this Contract

- Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security, Part B)
 - Call-Off Schedule 14 (Service Levels)
4. CCS Core Terms (Version 3.0.6) (including those amends from the Framework Award Form)
 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. Annex B 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. For the avoidance of doubt, the Buyer will still be bound by the terms of their Enterprise Agreement with Microsoft, which is a separate signed document and outside of this Call-Off Contract.

CALL-OFF SPECIAL TERMS

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

None

CALL-OFF START DATE:

The later date of signature by either Supplier or Buyer on this Order Form. The enrolment date will commence from 01/01/2024 and expire on 31/12/2026.

CALL-OFF EXPIRY DATE:

Three (3) years after the initial enrolment date (except where the Optional Extension Period is taken, then the Call-Off Expiry Date shall be Four (4) years after the initial enrolment date). Call-Off Contract to co-term and expire at the same date as agreement with Microsoft.

CALL-OFF INITIAL PERIOD:

Three (3) years from the initial enrolment date

CALL-OFF OPTIONAL EXTENSION PERIOD:

One (1) year

CALL-OFF DELIVERABLES

See Attachment 3A (Statement of Requirements)

Estimated Year 1 Costs: [REDACTED] (excl. VAT)

Estimated Year 2 Costs: [REDACTED] (excl. VAT)

Estimated Year 3 Costs: [REDACTED] (excl. VAT)

Estimated ceiling value up to £12,000,000.00 (excluding VAT)

LOCATION FOR DELIVERY

There is no physical delivery required.

DATE FOR DELIVERY OF DELIVERABLES

Expiry of existing licensing is outlined in Attachment 4 (Price Schedule). Initial licensing and enrolment must be completed in line with 18.1 Attachment 3A (Statement of Requirements).

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The Warranty Period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

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 are set out in Attachment 4 (Price Schedule)

CALL-OFF CHARGES

See Attachments 4 (Price Schedule) and see details in Attachment 3A (Statement of Requirements).

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Buyer shall pay by BACS following a valid invoice.

BUYER'S INVOICE ADDRESS

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S DATA PROTECTION OFFICER

dataprotection@levellingup.gov.uk

BUYER'S ENVIRONMENTAL POLICY

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

BUYER'S SECURITY POLICY

See Call-Off Schedule 9 (Security)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

SUPPLIER'S DATA PROTECTION OFFICER

[REDACTED]

PROGRESS REPORT FREQUENCY

As per Call-Off Schedule 14 (Service Levels) and the Account Management Plan outlined in Attachment 3A (Statement of Requirements).

PROGRESS MEETING FREQUENCY

As per the Account Management Plan outlined in Attachment 3A (Statement of Requirements).

KEY STAFF

[REDACTED]

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As set out in Call-Off Schedule 4 (Commercially Sensitive Information) and Order Form, and Attachment 4 (Price Schedule).

SERVICE CREDITS

Not applicable

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 Schedule4 (Call-Off Tender).

Signed for and on behalf of the Supplier		Signed for and on behalf of the Buyer	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	05/12/2023	Date:	06/12/2023