

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

Order Form

CALL-OFF REFERENCE: CPD4121070

THE BUYER: Ministry of Housing, Communities and Local Government (MHCLG)

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

THE SUPPLIER: Phoenix Software Limited

SUPPLIER ADDRESS: Blenheim House, York Road, Pocklington, York, YO42 1NS

REGISTRATION NUMBER: 2548628

DUNS NUMBER: 76-348-8178

SID4GOV ID: 76-348-8178

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

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.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17 December 2020.

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 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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **CPD4121070**
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 20 (Call-Off Specification)
 - CCS Core Terms (version 3.0.6)
 - The agreement and licensing are governed by the Microsoft terms and conditions agreed directly between the buyer and the vendor.
4. Joint Schedule 5 (Corporate Social Responsibility) RM6068
5. 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.

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

None

CALL-OFF START DATE: **01/01/2021**

CALL-OFF EXPIRY DATE: **31/12/2023**

CALL-OFF INITIAL PERIOD: **36 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD **NA**

CALL-OFF DELIVERABLES
Option B and Call-Off Schedule 20.

LOCATION FOR DELIVERY
None as services will be delivered remotely via internet.

DATES FOR DELIVERY OF THE DELIVERABLES
MSEA to commence 01 January 2021.

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 is **£2,188,202.52 excluding VAT**

The estimated 3 year costs are £9,077,107.56 excluding VAT which is expected to cover any increased usage/users during the term.

CALL-OFF CHARGES

See Call-off Schedule 5

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
Invoice/BACS annually (quarterly in arrears for Azure).

BUYER'S INVOICE ADDRESS:

Invoices to be submitted electronically to **REDACTED**

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S COMMERCIAL CONTACT:

REDACTED

BUYER'S ENVIRONMENTAL POLICY

NA

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 first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

None stated

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT
NA

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:		Name:	
Role:		Role:	
Date:		Date:	17/12/20