

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

### Order Form

CALL-OFF REFERENCE: **CPD4121007**  
DLUHC and Associated Bodies Non-Standard Software  
THE BUYER: Department for Levelling Up, Housing and Communities (DLUHC)  
BUYER ADDRESS Fry Building, 2 Marsham Street, London SW1P 4DF  
THE SUPPLIER: Phoenix Software Limited  
SUPPLIER ADDRESS: Bytes House, Randalls Way, Leatherhead, Surrey, KT22 7TW  
REGISTRATION NUMBER: 02548628  
DUNS NUMBER: 78-348-8178  
SID4GOV ID: 02548628

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 19 April 2022.

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 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 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for Call-Off reference number CPD4121007
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - 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 12 (Clustering)
  - 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:	19 April 2022.
CALL-OFF EXPIRY DATE:	18 April 2025.
CALL-OFF INITIAL PERIOD:	03 Years.
CALL-OFF OPTIONAL EXTENSION:	02 x 01 Years.
PERIOD	

## **CALL-OFF DELIVERABLES**

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

## **LOCATION FOR DELIVERY**

Various DLUHC UK offices and home addresses as required.

## **DATES FOR DELIVERY OF THE DELIVERABLES**

Option A: As and when requested.

## **TESTING OF DELIVERABLES**

Option A: 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 £3,000,000.00 excluding VAT.

## **CALL-OFF CHARGES**

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

The estimated contract ceiling value including optional extensions shall be £15,000,000.00 excluding VAT.

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

## **BUYER'S INVOICE ADDRESS:**

REDACTED

## **BUYER'S AUTHORISED REPRESENTATIVE**

REDACTED

Fry Building, 2 Marsham Street, London SW1P 4DF.

## **BUYER'S ENVIRONMENTAL POLICY**

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

## **BUYER'S SECURITY POLICY**

See Call-Off Schedule 9

## **SUPPLIER'S AUTHORISED REPRESENTATIVE**

REDACTED

Phoenix Software Limited, Blenheim House, York Road, Pocklington, York, YO42 1NS

## **SUPPLIER'S CONTRACT MANAGER**

REDACTED

Phoenix Software Limited, Blenheim House, York Road, Pocklington, York, YO42 1NS

## **PROGRESS REPORT FREQUENCY**

See Call Off Schedule 1 – Transparency Reports

## **PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter. The initial set-up meeting will be held within the first 60 days of the contract start date at which processes including those for ALBs will be agreed.

## **KEY STAFF**

Not applicable

## **KEY SUBCONTRACTOR(S)**

None stated

## **COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information – See Joint Schedule 4 Commercially Sensitive Information

## **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 Schedule 4 (Call-Off Tender) and Joint Schedule 5 Corporate Social Responsibility.

Framework Schedule 6

For and on behalf of the

Supplier: Signature: REDACTED

Name: REDACTED

Role: REDACTED

Date: 25/4/2022

For and on behalf of

Buyer: Signature:

REDACTED

Name: REDACTED

Date: 25th April 2022

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