

Framework Schedule 6 (Letter of Appointment, Order Form and Call-Off Schedules)

Letter of Appointment

sent via CPS e-sourcing portal)
Phoenix Software
Blenheim House
York
YO42 1NS

Attn: [REDACTED]

Date Friday 22nd March 2024
Ref: 2023-144

Dear [REDACTED],

This letter of Appointment dated is issued in accordance with the provisions of the Technology Products and Associated Services 2 Framework Agreement between the Crown Prosecution Service and Phoenix Software Limited.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

This letter adheres to the [GCF Supplier Code of Conduct](#).

Please ensure that you provide a signed copy of this Contract Order Form by no later than 12:00 Hours on Tuesday 26th March 2024, we will then progress to counter sign this prior to the commencement date of this contract. A copy of this contract, as signed by both parties, will then be sent to you via our eSourcing portal for your own records.

Should you have any queries regarding this, or any other matter please do not hesitate to contact me via the CPS e-Sourcing portal messaging service.

Yours Sincerely,

[REDACTED]

[REDACTED]

CPS Commercial Team

Order Form

CALL-OFF REFERENCE:	PR2023-144
THE BUYER:	The Crown Prosecution Service (CPS) (Henceforth to be known as the Contracting Authority).
BUYER ADDRESS	102 Petty France, London, SW1H 9EA
THE SUPPLIER:	Phoenix Software Limited (Henceforth to be known as the Supplier).
SUPPLIER ADDRESS:	Phoenix Software, Blenheim House, York, YO42 1NS
REGISTRATION NUMBER:	02548628
DUNS NUMBER:	76-348-8178
SID4GOV ID:	Not Known

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Wednesday 03rd January 2024.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):

Lot 3 Software

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) RM6098
3. Framework Special Terms
4. 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 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6098
 - Call-Off Schedule 1 (Transparency Reports)]
 - Call-Off Schedule 3 (Continuous Improvement)]
 - Call-Off Schedule 4 (Call Off Tender)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services) including Annexes A to E]
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
7. Call-Off Schedule 4 (Call-Off Tender)

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 START DATE: Friday 29th March 2024

CALL-OFF EXPIRY DATE: Saturday 28th March 2026

NB: Notwithstanding any relevant implied terms contained within the Public Contracts Regulations (2015) and/or any other relevant laws of England and Wales. there shall be no further expressed extension period included for this contractual requirement. This contract must end on this stated date.

CALL-OFF DELIVERABLES

The Crown Prosecution Service (CPS) requires Adobe Experience Manager (AEM) software for a 2-year period. For this duration the Contracting Authority requires to purchase [REDACTED] renditions. Phoenix Software is required to accommodate this level of service to the CPS.

LOCATION FOR DELIVERY

Nationwide, throughout all the Contracting Authority's operating areas.

DATES FOR DELIVERY

Friday 29th March 2024

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 [REDACTED] shall be [REDACTED]

CALL-OFF CHARGES

The overall contract value shall be £1,654,577.92 (excluding VAT).

Please refer to Call-Off Schedule 5 (Pricing Details) for a full breakdown off all actual financial costs that shall apply for the full duration of this contract.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment terms will be 30 days following receipt of a Valid Invoice. Any invoice should only be raised as a result of a Valid Purchase order. Payments will be made by BACS payment to the account registered to the supplier.

The Contracting Authority required Phoenix Software Limited to submit invoices on a per year basis for the entire duration of this contract as per the submitted annual purchase order.

Valid Invoices must show the Purchase order number, the date of the supply, the details of the services or goods supplied, the period that the payment covers and a unique invoice number.

BUYER'S INVOICE ADDRESS

Invoices must be submitted either directly to the Buyer's Purchase to Pay system (Oracle) or by being sent electronically to the buyers' representative. Following inspection, this will be forwarded to the Software Asset Management Team at:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

The Contracting Authority's representatives are as follows:

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not Applied

BUYER'S SECURITY POLICY

Details of the Authority's Security Policy are included below as an embedded document:



SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]
Phoenix Software Blenheim House
York
YO42 1NS
[Redacted] phoenixs.co.uk

[Redacted]

[Redacted]
Phoenix Software Blenheim House
York
YO42 1NS
[Redacted] phoenixs.co.uk

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] (Acting on behalf of the Contracting Authority);
[Redacted] (Acting on behalf of the Contracting Authority);
[Redacted] (Acting on behalf of the Contracting Authority); And
[Redacted]

KEY SUBCONTRACTOR(S)

Not Applied

COMMERCIALLY SENSITIVE INFORMATION

The [Redacted] [Redacted].

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable


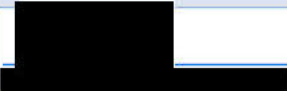




GUARANTEE

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).

EXECUTION OF SIGNATURES

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	25/3/2024	Date:	Mar 26, 2024

