

# DPS Schedule 6 (Order Form Template and Order Schedules)

## Order Form

ORDER REFERENCE: con\_20413

THE BUYER: **MINISTRY OF JUSTICE**

BUYER ADDRESS 102 PETTY FRANCE, ST JAMES PARK,  
WESTMINSTER, SW1H 9AJ

THE SUPPLIER: Ultra EVC **Limited**

SUPPLIER ADDRESS: 80 Fenchurch Street, London, United Kingdom,  
EC3M 4BY

REGISTRATION NUMBER: 03021356

DUNS NUMBER: 777728809

DPS SUPPLIER REGISTRATION SERVICE ID: SQ-B423HJ7

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 16<sup>th</sup> May 2022.

It's issued under the DPS Contract with the reference number RM6213 for the provision of Electric Vehicle Charging Points and Associated Works to the Home Office Estate.

DPS FILTER CATEGORY(IES):  
Not applicable

## ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6213
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6213
    - Joint Schedule 1 (Definitions v2.0)
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 5 (Corporate Social Responsibility)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Deleted
    - Joint Schedule 9 (Minimum Standards of Reliability)

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    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Order Schedules
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 4 (Order Tender v2.0)
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 6 (ICT Services)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 8 (Business Continuity and Disaster Recovery)
    - Order Schedule 9 (Security v2.0)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 11 (Installation Works)
    - Order Schedule 12 (Clustering)
    - Order Schedule 13 (Implementation Plan and Testing)
    - Order Schedule 14 (Service Levels)
    - Order Schedule 15 (Order Contract Management)
    - Order Schedule 16 (Benchmarking)
    - Deleted
    - Order Schedule 18 (Background Checks)
    - Deleted
    - Order Schedule 20 (Order Specification)
    - Deleted

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- Deleted
- Order Schedule 23 (Secret Matters)

4. CCS Core Terms (DPS version) v1.0.1
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Order Schedule 4 (Order Tender) as long as any parts of the Order 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 Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

- 1) As specified in the variation for the delivery of chargers purchased in March 2021, the three-year warranty begins from the delivery date. As a one-off exception Ultra EVC will start the three-year warranty from June 2022, or when the chargers are commissioned if this is before this date;
- 2) The initial three-year service contract price will be reviewed in 2025 and subject to change;
- 3) Each charger is supplied with two RFID cards that the Home Office will use to access the chargers. The RFID cards will be left with a person nominated by one of the Buyer's Authorised Representatives on site;
- 4) Additional RFID cards can be requested subject to an additional charge. The requests for additional RFID cards can be made once a month as a service request.
- 5) Repairs to charges caused by accidental or malicious damage will be raised as a variation to the Home Office.

None

ORDER START DATE: 1<sup>st</sup> NOVEMBER 2022

ORDER EXPIRY DATE: 31<sup>ST</sup> OCTOBER 2024

ORDER INITIAL PERIOD: 2 Years, 0 Months

### DELIVERABLES

DPS Ref: RM6213  
Project Version: v2.0  
Model Version: v1.1

See details in Order Schedule 20 (Order Specification)

#### MAXIMUM LIABILITY

The limitation of liability for this Order 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

**REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS**

#### ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Order Schedule 16 (Benchmarking)

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

The contractor is to issue an Application for Payment (AfP) detailing what work is being applied for payment in the previous month.

The Authority will review the Request for Payment and respond with any relevant queries within 5 working days to the approved Contractors Representative.

The Contractor will either satisfy the Authorities queries or revise its Request for Payment.

Once the Request for Payment has been agreed by the Authority then the Contractor can submit its invoice for payment.

#### BUYER'S INVOICE ADDRESS:

Invoices for the approved amount are to be submitted to

[HOSupplierinvoices@hpomeoffice.gov.uk](mailto:HOSupplierinvoices@hpomeoffice.gov.uk).

If the Contractor is unable to submit invoices by email, please send invoices via post to;

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Accounts Payable  
Home Office  
HO Box 5015  
SSCL  
Phoenix House  
Newport  
NP10 8FZ

Invoices will be paid 30 days from receipt of invoice.

**BUYER'S AUTHORISED REPRESENTATIVE**

**Operation Contract Managers**

**REDACTED UNDER FOIA 40 PERSONAL INFORMATION**

**Commercial Manager**

**REDACTED UNDER FOIA 40 PERSONAL INFORMATION**

**BUYER'S ENVIRONMENTAL POLICY**

Appended at Order Schedule

**BUYER'S SECURITY POLICY**

Appended at Order Schedule 9

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

**REDACTED UNDER FOIA 40 PERSONAL INFORMATION**

**SUPPLIER'S CONTRACT MANAGER**

**REDACTED UNDER FOIA 40 PERSONAL INFORMATION**

**PROGRESS REPORT FREQUENCY**

The Supplier will report their progress on a weekly basis.

**PROGRESS MEETING FREQUENCY**

Monthly on the first Working Day of each month

**KEY STAFF**

**REDACTED UNDER FOIA 40 PERSONAL INFORMATION**

**KEY SUBCONTRACTOR(S)**

SWARCO

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### COMMERCIALLY SENSITIVE INFORMATION

The pricing within DPS Order Schedule 5 – Pricing Details v3.0

The design approach and completed designs.

### SERVICE CREDITS

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

The Service Credit Cap is: £0.

The Service Period is **N/a**

A Critical Service Level Failure is: N/a

### ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3

(Insurance Requirements)

**REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS**

### GUARANTEE

Not applicable

### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

