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

**Order Form**

ORDER REFERENCE: **[Insert** Buyer’s contract reference number]

THE BUYER: **[Insert** Buyer’s name]

BUYER ADDRESS [**Insert** business address]

THE SUPPLIER: [**Insert** name of Supplier]

SUPPLIER ADDRESS:[**Insert** registered address (if registered)]

REGISTRATION NUMBER:[**Insert** registration number (if registered)]

DUNS NUMBER: **[Insert** if known]

DPS SUPPLIER REGISTRATION SERVICE ID: **[Insert** if known]

**[Buyer guidance:** This Order Form, when completed and executed by both Parties, forms an Order Contract. An Order Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from ‘APPLICABLE DPS CONTRACT’ and up to, but not including, the** **Signature block**

It is essential that if you, as the Buyer, add to or amend any aspect of any Order Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated [**Insert** date of issue].

It’s issued under the DPS Contract with the reference number [**Insert** DPS Contract Reference number] for the provision of [**Insert** name of goods and services].

DPS FILTER CATEGORY(IES):

**[Insert** the relevant Category number **or insert** Not applicable]

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

**[Insert** terms to revise or supplement Core Terms, Joint Schedules, Order Schedules, Industry Terms (each as applicable). If you choose to incorporate Part C below, any amendments to the incorporated Schedules and/or clauses as drafted in the template documents should be made here; or “none”]

[Special Term 1 ]

[Special Term 2. ]

[Special Term 3. ]

[None]

**CONTRACT STRUCTURE OPTIONS**

The following Parts of this Order Form apply to the Order Contract. Any unchecked Parts **do not** apply to the Order Contract:

[**Guidance:** If you want to enter into an Order Contract using the standard CCS terms for DPS orders, select Part A and **do not** select Parts B and C. The terms incorporated in Part A are closely aligned to the terms used across all new CCS dynamic purchasing systems and frameworks, and have been specifically designed by CCS to include comprehensive legal coverage for public sector purchasers.

If you want to use a standard NEC contract (common in the construction industry and related sectors and likely familiar to many Suppliers appointed to the DPS) with minimal amendment (but including the required public sector Boilerplate amendments), select Part B, and **do not** select Parts A and C.

If you wish to use a hybrid contract which incorporates elements of both the NEC and the CCS terms, select Parts B and C, and **do not** select Part A. This option grants more flexibility for Buyers making more complex purchases, however will require more input from Buyers to draft the contract. CCS do not recommend using this form of contract for low value purchases, where the procurement is subject to tight timescales, or where the Buyer does not have access to independent legal advice. If using this option, CCS strongly urge Buyers to seek independent legal advice on the implications of amending the contractual terms for their project, as depending on the clauses/schedules the Buyer wishes to use, further amendment to the NEC terms may be required.

This guidance should be deleted.]

|  |  |
| --- | --- |
| **Part A** (DPS Core Terms Order Contract) | ☐ |
| **Part B** (Industry Terms Order Contract) | ☐ |
| **Part C** (Updates to Industry Terms Order Contracts) | ☐ |

**ORDER FORM PART A**

**DPS CORE TERMS ORDER CONTRACT**

This Part A shall apply only if selected in the Contract Structure Options section above.

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) **[Insert** DPS Contract reference number]
3. DPS Special Terms [**Buyer guidance:** This will incorporate all of the DPS Special Terms into the Order Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded. **Remove** this guidance too.]
4. The following Schedules in equal order of precedence:

[**CCS guidance: delete** any highlighted Schedule that is not listed in the final DPS Appointment Form. **Add** any Joint or Order Schedules that have been added to the final DPS Appointment Form. You **must** ensure that all schedules in this list are available to Buyers on the CCS web site, as finalised at DPS award.]

[**Buyer guidance: delete** any highlighted Schedules that you do not need for this Order Contract. **Add** any additional Schedule needed, providing it is within scope of the DPS Contract. **DPS Joint Schedule 7** and **DPS Order Schedule 8** contain optional terms which can be switched on by including the wording in the list below. These optional terms are for use where the Order Contract is a Bronze Contract only. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Joint Schedules for **[Insert** DPS reference number]
  + 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) [including Annex 5 – Optional Terms for Bronze Contracts]"  ]
  + [Joint Schedule 8 (Guarantee) ]
  + [Joint Schedule 9 (Minimum Standards of Reliability) ]
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility) ]
* Order Schedules for **[Insert** Order reference number]
  + Order Schedule 1 (Transparency Reports)
  + Order Schedule 2 (Staff Transfer)
  + Order Schedule 3 (Continuous Improvement)
  + [Order Schedule 5 (Pricing Details) ]
  + [Order Schedule 6 (ICT Services) ]
  + [Order Schedule 7 (Key Supplier Staff) ]
  + [Order Schedule 8 (Business Continuity and Disaster Recovery) [amended for a Bronze Contract as per paragraph 10 of Part A of that Schedule]]
  + [Order Schedule 9 (Security) ]
  + [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) ]
  + [Order Schedule 17 (MOD Terms) ]
  + [Order Schedule 18 (Background Checks) ]
  + [Order Schedule 19 (Scottish Law) ]
  + [Order Schedule 20 (Order Specification) ]
  + [Order Schedule 21 (Northern Ireland Law)  ]
  + [Order Schedule 22 (Lease Terms) ]
  + [Order Schedule 23 (HMRC Terms) ]
  + [Order Schedule 24() ]

1. CCS Core Terms (DPS version) v1.0.3
2. Joint Schedule 5 (Corporate Social Responsibility) **[Insert** DPS Contract reference number]
3. [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 START DATE: **[Inset** Day Month Year]

ORDER EXPIRY DATE: **[Inset** Day Month Year]

ORDER INITIAL PERIOD: **[Insert** Years, Months]

DELIVERABLES

**[Buyer guidance:** **complete** option A or, if Deliverables are too complex for this form, **use** option B and Order Schedule 20 instead. **Delete** the option that is not used.]

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[Option B: 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.

**[Buyer guidance:** you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

ORDER CHARGES

**[Buyer guidance:** **Use** option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Order Schedule 5 instead. **Delete** the option that is not used.]

[Option A: **Insert** the Charges for the Deliverables]

[Option B: See details in Order Schedule 5 (Pricing Details)]

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in DPS Schedule 3 (DPS Pricing)]

**[Delete** if not otherwise used: 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:

* [Indexation]
* [Specific Change in Law]
* [Benchmarking using Order Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

[**Insert** None **or insert** Recoverable as stated in the DPS Contract]

PAYMENT METHOD

[**Insert** payment method(s) and necessary details]

BUYER’S INVOICE ADDRESS:

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S ENVIRONMENTAL POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Order Schedule X]]

BUYER’S SECURITY POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Order Schedule X]]

SUPPLIER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

SUPPLIER’S CONTRACT MANAGER

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

PROGRESS REPORT FREQUENCY

**[Insert report frequency:** On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

**[Insert meeting frequency:** Quarterly on the first Working Day of each quarter]

KEY STAFF

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

KEY SUBCONTRACTOR(S)

**[Insert** name (registered name if registered)]

E-AUCTIONS

[**Insert** Not applicable **or insert** The Buyer can include an electronic reverse auction in any Order Procedure]

COMMERCIALLY SENSITIVE INFORMATION

[**Insert** Not applicable **or insert** Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

**[Insert** Not applicable]

[**or insert** Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

The Service Credit Cap is: **[Insert** £value].

The Service Period is: **[Insert duration:** one Month]

A Critical Service Level Failure is: [**Buyer** to define]

ADDITIONAL INSURANCES

[**Insert** Not applicable

**or insert** details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) ]

GUARANTEE

[**Insert** Not applicable

**or insert** The Supplier must have a Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**or insert** There’s a guarantee of the Supplier's performance provided for all Order Contracts entered under the DPS Contract]

SOCIAL VALUE COMMITMENT

[**Insert** Not applicable **or insert** 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)]

**ORDER FORM PART B**

**INDUSTRY TERMS ORDER CONTRACTS**

This Part B shall apply only if selected in the Contract Structure Options section above.

By signing this Order Form and entering into the Contract, the Supplier:

* + - 1. acknowledges and confirms it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier;
      2. agrees the Buyer will not be liable for errors, omissions, or misrepresentation of any information; and
      3. warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

The following documents are incorporated into this Order Contract. In the event of any inconsistencies or if the documents conflict, the following order of precedence applies:

* + - 1. This Order Form, including the relevant Order Special Terms [but excluding Part C];
      2. DPS Joint Schedule 1 (Definitions and Interpretation) ) **[Insert** Contract reference number] to the extent it is required to interpret this Order Form[;
      3. Part C of this Order Form and the documents specified therein]

[**Guidance:** include point 3 (Part C) in the order of precedence only where Part C has been selected in the Contract Structure Options section above. If Part C is not selected, delete point 3 and the wording in [ ] in number 1.

Delete this guidance.]

; and

* + - 1. The following Industry Terms (as amended by the applicable Boilerplate if selected below) :

[**Guidance**: select **one** option. You **must** select an option to incorporate the correct terms to apply to the Order Contract. Delete this guidance once selected]

|  |  |  |
| --- | --- | --- |
| **Industry Terms** | **Incorporated into Contract?** | **Apply Applicable Boilerplate?** |
| NEC3 Engineering and Construction Contract APRIL 2013 amendments | ☐ | ☐ |
| NEC4 Engineering and Construction Contract JUNE 2017 (with OCTOBER 2020 amendments) | ☐ | ☐ |
| NEC3 Professional Services Contract APRIL 2013 amendments | ☐ | ☐ |
| NEC3 Professional Services Short Contract APRIL 2013 amendments |  |  |
| NEC4 Professional Services Contract JUNE 2017 with OCTOBER 2020 amendments | ☐ | ☐ |
| NEC4 Professional Services Short Contract JUNE 2017 with OCTOBER 2020 amendments | ☐ | ☐ |
| NEC4 DBOC JUNE 2017 (including amendments issued JANUARY 2019 and OCTOBER 2020) | ☐ | ☐ |
| JCT Design and Build Contract | ☐ | ☐ |
| JCT Minor Works Contract | ☐ | ☐ |
| [ ]JCT SBCC Minor Works Contract | ☐ | ☐ |
| JCT Consultancy (Public Sector) | ☐ | ☐ |

If “Apply Applicable Boilerplate” is selected above, the following Boilerplate clauses shall apply:

[**Guidance:** insert “All applicable Boilerplate” or list out the applicable clauses from the Boilerplate document]

**ORDER FORM PART B: ANNEX (CONTRACT DATA)**

[**Guidance:** insert completed Contract Data here]

**ORDER FORM PART C**

**Updates to Industry Terms Contracts**

This Part C shall apply only where Part C is selected in the Contract Structure Options section above.

[**Guidance:** This section should be used only where Buyers have sought independent legal advice to ensure the terms are suitable for the project and the amendments are correctly applied. Some of these Schedules contain references to the Core Terms and/or other Schedules which may no longer be relevant due to those documents not forming part of the Order Contract. Buyers **must** ensure that if any of the following documents are incorporated: (a) the documents are reviewed and amended to the extent required to properly incorporate them in the Contract, including by removing/correcting any references to other documents which are not incorporated; (b) those amendments are captured as Order Special Terms in this Order Form; and (c) the amendments are made in accordance with the Regulations.

This guidance should be deleted.]

The documents checked as “included” in Paragraph 2 below shall be incorporated into the Order Contract as part of this Order Form, in the order in which they appear and in the form in which they are published for **[Insert** Contract reference number] unless otherwise stated. Each Schedule shall be interpreted using DPS Joint Schedule 1 (Definitions and Interpretation) **[Insert** Contract reference number].

The Parties agree to comply with the obligations set out in the following documents, as modified by the Order Special Terms:

|  |  |
| --- | --- |
| **Document Name** | **Included?** |
| Supplementary DPS Core Terms as selected in Annex 1 to this Part C | ☐ |
| DPS Joint Schedule 2 (Variation Form) | ☐ |
| DPS Joint Schedule 3 (Insurance Requirements) | ☐ |
| DPS Joint Schedule 4 (Commercially Sensitive Information) | ☐ |
| DPS Joint Schedule 5 (Corporate Social Responsibility) | ☐ |
| DPS Joint Schedule 6 (Key Subcontractors) | ☐ |
| DPS Joint Schedule 7 (Financial Difficulties) | ☐ |
| DPS Joint Schedule 8 (Guarantee) | ☐ |
| DPS Joint Schedule 9 (Minimum Standards of Reliability) | ☐ |
| DPS Joint Schedule 10 (Rectification Plan) | ☐ |
| DPS Joint Schedule 11 (Processing Data) | ☐ |
| DPS Joint Schedule 12 (Supply Chain Visibility) | ☐ |
| DPS Order Schedule 1 (Transparency Reports) | ☐ |
| DPS Order Schedule 2 (Staff Transfer) | ☐ |
| DPS Order Schedule 3 (Continuous Improvement) | ☐ |
| DPS Order Schedule 4 (Order Tender) | ☐ |
| DPS Order Schedule 5 (Pricing Details) | ☐ |
| DPS Order Schedule 6 (ICT Services) | ☐ |
| DPS Order Schedule 7 (Key Supplier Staff) | ☐ |
| DPS Order Schedule 8 (Business Continuity and Disaster Recovery) | ☐ |
| DPS Order Schedule 9 (Security) | ☐ |
| DPS Order Schedule 10 (Exit Management) | ☐ |
| DPS Order Schedule 11 (Installation Works) | ☐ |
| DPS Order Schedule 12 (Clustering) | ☐ |
| DPS Order Schedule 13 (Implementation Plan and Testing) | ☐ |
| DPS Order Schedule 14 (Service Levels) | ☐ |
| DPS Order Schedule 15 (Order Contract Management) | ☐ |
| DPS Order Schedule 16 (Benchmarking) | ☐ |
| DPS Order Schedule 17 (MOD Terms) | ☐ |
| DPS Order Schedule 18 (Background Checks) | ☐ |
| DPS Order Schedule 19 (Scottish Law) | ☐ |
| DPS Order Schedule 20 (Specification) | ☐ |
| DPS Order Schedule 21 (Northern Ireland Law) | ☐ |
| DPS Order Schedule 22 (Lease Terms) | ☐ |
| DPS Order Schedule 23 (HMRC) | ☐ |

**ORDER FORM PART C: ANNEX**

**SUPPLEMENTARY DPS CORE TERMS**

**[Guidance:** If you wish to include any of the DPS Core Terms to this Contract, either to supplement, or to replace specific clauses in the Industry Terms, you may include them in the table below by referencing the clause number and title. To the extent you wish to amend the clause as it is drafted in the DPS Core Terms, this must be done via the Order Special Terms. Please note, if you include a clause which makes reference to a Schedule, that Schedule must be incorporated in the list above, or you must amend the clause to remove that reference.]

1. The following clauses of the DPS Core Terms [**Insert** contract reference] shall be incorporated into the Order Contract as part of this Order Form, as amended by the Order Special Terms:

[**Guidance**: If no clauses will be incorporated, delete the table below and replace with “None”.]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Clause Number (DPS Core Terms)** | **Clause title** | **Relevant Industry Term Clause(s) affected** | **Relevant Industry Terms replaced or supplemented?** | **Relevant Order Special Term** |
| [2.4] | [How the Contract Works ] | [clause no / N/A] | [Replace/ Supplement/ N/A] | [Special Term no / N/A] |
| [ ] | [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] | [ ] |

1. Where a clause from the Industry Terms is stated in the table above to be:
2. “Replaced” it shall be deemed deleted from the Order Contract;
3. “Supplemented” the Industry Terms and relevant DPS Core Terms clause specified above shall be read alongside each other, with any conflict being resolved in accordance with Part B of the Order Form; or
4. “N/A”, the relevant DPS Core Term shall be incorporated into the Order Contract as drafted (and amended by the Order Special Terms where relevant).

**ORDER FORM SIGNATURE PAGE**

**[Guidance**: this signature page should be used to execute each Order Contract]

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

[**Buyer guidance:** execution by seal / deed where required by the Buyer].