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

# Order Form

ORDER REFERENCE: New Model Designs for Schools

THE BUYER: Department for Education (DfE)

BUYER ADDRESS: Sanctuary Buildings, 20 Great Smith Street, Westminster, London, SW1P 3BT

THE SUPPLIER: Cullinan Studio

SUPPLIER ADDRESS: 5 Baldwin Terrace, London, N1 7RU

REGISTRATION NUMBER: 2383808

DUNS NUMBER: 503688640

DPS SUPPLIER REGISTRATION SERVICE ID: not known

ORDER START DATE: 15th November 2024

ORDER EXPIRY DATE: 28th February 2025

CONTRACT VALUE: £310,000 (ex VAT)

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 15th November 2024.

It’s issued under the DPS Contract with the reference number RM6242 Construction Professional Services DPS for the provision of New Model Designs for Schools.

### DPS FILTER CATEGORY(IES):

Reference no:  52821

### ORDER INCORPORATED TERMS

The following terms shall apply to the Order Contract:

**Tick ONE box** to apply the appropriate terms to the Order Contract.

|  |  |
| --- | --- |
| **Contract Type** | **Tick to apply applicable terms:** |
| Annex A – CCS Public Sector Contract (PSC) Terms |  |
| Annex B – NEC4 Terms | ☐ |
| Annex C – NEC 3 Terms | ☐ |
| Annex D – JCT Terms | ☐ |

Where a box is not ticked above, that annex (and the terms specified therein) shall not apply to the Order Contract.

## ANNEX A

## PUBLIC SECTOR CONTRACT

The following documents are incorporated into this Core Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. The Order Form including the Order Special Terms and Order Special Schedules, but excluding Appendices B-D of the Order Form;
2. Joint Schedule 1(Definitions and Interpretation) RM6242
3. DPS Special Terms
4. The following Schedules in equal order of precedence:

* Joint Schedules for RM6242
  + 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) – NOT USED
  + Joint Schedule 8 (Guarantee) – NOT USED
  + Joint Schedule 9 (Minimum Standards of Reliability)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility) – NOT USED
* Order Schedules for RM6242
  + Order Schedule 1 (Transparency Reports) – NOT USED
  + 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) – NOT USED
  + Order Schedule 9 (Security)
  + Order Schedule 10 (Exit Management)
  + Order Schedule 11 (Installation Works) – NOT USED
  + Order Schedule 12 (Clustering) – NOT USED
  + Order Schedule 13 (Implementation Plan and Testing) – NOT USED
  + Order Schedule 14 (Service Levels)
  + Order Schedule 15 (Order Contract Management)
  + Order Schedule 16 (Benchmarking) – NOT USED
  + Order Schedule 17 (MOD Terms) – NOT USED
  + Order Schedule 18 (Background Checks) – NOT USED
  + Order Schedule 19 (Scottish Law) – NOT USED
  + Order Schedule 20 (Order Specification)
  + Order Schedule 21 (Northern Ireland Law) – NOT USED
  + Order Schedule 22 (Lease Terms) – NOT USED

1. CCS PSC Core Terms RM6242
2. Joint Schedule 5 (Corporate Social Responsibility) RM6242; and
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 terms (including 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:

**Special Term 1 -** The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which

(i) is specified in this Contract or

(ii) the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements

(iii) is beyond the Supplier’s control, and only after advanced written notice of additional chargeable items has been provided to the Buyer and following the Buyer’s advanced written agreement.

DELIVERABLES

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 £310,000 (ex. VAT).

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoices will be approved for payment by the buyer’s contract manager, approval will be subject to the pricings outlined with Schedule 5 (Pricing Details).All invoices must be sent, quoting a valid purchase order number (PO Number), to the following financial inbox **as well as** to the relevant Buyer contact/s (i.e. Contract Manager and Project Manager):  
  
[accountspayable.OCR@education.gov.uk](mailto:accountspayable.OCR@education.gov.uk)  
  
Within 30 days of this order Contract, the Buyer will send the Supplier a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name) of the Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

To request a statement, please email [accountspayable.BC@education.gov.uk](mailto:accountspayable.BC@education.gov.uk)

BUYER’S INVOICE ADDRESS:

Paper invoices are no longer accepted. Please submit to [accountspayable.OCR@education.gov.uk](mailto:accountspayable.OCR@education.gov.uk)   
Cheylesmore House, 5 Quinton Road, Coventry, CV1 2WT

BUYER’S AUTHORISED REPRESENTATIVE

<Redacted>

<Redacted>

<Redacted>

<Redacted>

BUYER’S CONTRACT MANAGER

<Redacted>

<Redacted>

<Redacted>

<Redacted>

BUYER’S ENVIRONMENTAL POLICY

The Department for Education's measures to reduce energy consumption and costs, and carbon emissions is available online at:   <https://www.gov.uk/government/organisations/department-for-education/about/our-energy-use>

The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:   <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

BUYER’S SECURITY POLICY

As per Call-Off Schedule 9 (Security), Annex A.

SUPPLIER’S AUTHORISED REPRESENTATIVE

<Redacted>

<Redacted>

<Redacted>

<Redacted>

SUPPLIER’S CONTRACT MANAGER

<Redacted>

<Redacted>

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Progress meetings to be held weekly

KEY STAFF

<Redacted>

<Redacted>

<Redacted>

<Redacted>

<Redacted>

<Redacted>

KEY SUBCONTRACTOR(S)

**Building Services Engineers**, Cundall, One Carter Lane, London, EC4V 5ER

* <Redacted>
* <Redacted>

**Landscape Architect**, Turkington Martin, Unit 2, Floor 2, Building C1, Design District, 1 Cripps Yard, Soames Walk, London SE10 0BQ

* <Redacted>
* <Redacted>
* <Redacted>

**Acousticians**, Cundall, One Carter Lane, London, EC4V 5ER

* <Redacted>

**FF&E Consultant,** Red Apple Designs:First Floor, Fitted Rigging House South, The Historic Dockyard, Chatham, Kent ME4 4TZ

* <Redacted>
* <Redacted>
* <Redacted>
* <Redacted>

**Access Auditor,** Jane Simpson Access, New House Bungalow, New House Road, Huddersfield, HD2 1EG

* <Redacted>

**Fire Engineer,** Cundall, One Carter Lane, London, EC4V 5ER

* <Redacted>

**Structural Engineer,** Engenuiti, 27B Harper Road London, SE1 6AW

* <Redacted>

**Education Adviser**, The Learning Crowd,

<Redacted>

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There is a guarantee of the Supplier's performance provided for all Order Contracts entered under the DPS Contract

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) and in accordance with Call-Off Schedule 14.

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | <Redacted> | Signature: | <Redacted> |
| Name: | <Redacted> | Name: | <Redacted> |
| Role: | Cullinan Studio – Practice Leader | Role: | Commercial Specialist |
| Date: | 14/11/2024 | Date: | 14/11/2024 |