

# 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 RM6235 for the provision of Space-Enabled Transformation and Technology.

DPS FILTER CATEGORY(IES):

**[Insert]** the relevant Category number **or insert** 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) RM6235
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:

[**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. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

- Joint Schedules for RM6235
  - 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 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)]
  - [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) ]

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- [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 ( ) ]
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) RM6235
7. [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:

[Insert terms to revise or supplement Core Terms, Joint Schedules, Order Schedules; or none]

[Special Term 1	]
[Special Term 2.	]
[Special Term 3.	]
[None]	

ORDER START DATE: [Inset Day Month Year]

ORDER EXPIRY DATE: [Inset Day Month Year]

ORDER INITIAL PERIOD: [Inset 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]

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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]]

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### 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)]

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

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