

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: C23548

THE BUYER: The Secretary of State for the Home Department

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information**

THE SUPPLIER: Eminent Security Ltd

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**

REGISTRATION NUMBER: **REDACTED TEXT under FOIA Section 40, Personal Information**

DUNS NUMBER: **REDACTED TEXT under FOIA Section 40, Personal Information**

DPS SUPPLIER REGISTRATION SERVICE ID: N/A

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.

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 26th September 2024. It's issued under the DPS Contract with the reference number RM6219 for the provision of Peer Led Supervision.

DPS FILTER CATEGORY(IES):
Coaching & Mentoring, NHS Clinical

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) **RM6219**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6219**

- 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)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

- Order Schedules for **C23548 Peer Led Supervision**

- Order Schedule 1 (Transparency Reports)
- Order Schedule 2 (Staff Transfer)
- Order Schedule 3 (Continuous Improvement)
- Order Schedule 5 (Pricing Details)
- 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 14 (Service Levels)
- Order Schedule 15 (Order Contract Management)
- Order Schedule 18 (Background Checks)
- Order Schedule 20 (Order Specification)

5. DPS Core Terms v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6219**
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:

1) Confidentiality and Official Secrets

- a) The contract between the two parties has clear conditions in regard to “Confidentiality & Official Secrets” and the sharing of “Confidential Information” which encompasses all aspects of delivery of services. These conditions shall survive the expiry or termination of the contract indefinitely. **On this basis no information should be communicated without specific authorisation from the Authority.**
- b) To assist suppliers with future business ventures, the following is provided:

REDACTED TEXT under FOIA Section 24, National Security.

REDACTED TEXT under FOIA Section 24, National Security.

The ‘Classified Assets’ listed within Annex 1 (Security Aspects Letter) are classified as Confidential Information. The obligations set out in DPS Core Terms (Condition 15) of this Contract and the obligations set out in Annex 1, shall both apply to all Classified Assets and Confidential Information.

ORDER START DATE:	1 st October 2024
ORDER EXPIRY DATE:	30 th September 2026
ORDER INITIAL PERIOD:	2 Year (24 Months)
OPTION PERIODS AVAILABLE:	2 One Year Extension Options (Subject to the Buyer’s decision to invoke)

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.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details) and Annex 1 Pricing Matrix

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

REIMBURSABLE EXPENSES

None.

PAYMENT METHOD

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

All invoices submitted must comply with Annex 2 (Invoice Template) as found in Order Schedule 5 (Pricing Details).

All invoices must be sent, quoting a valid purchase order number (PO Number), to: **REDACTED TEXT under FOIA Section 40, Personal Information**. If you are unable to submit invoices by email, please send them via post to:

REDACTED TEXT under FOIA Section 40, Personal Information

Within ten (10) working days of receipt of your countersigned copy of this Order, we will send you a unique PO Number. You 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 and telephone number) of your Buyer contact (i.e., Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact **REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER'S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S AUTHORISED REPRESENTATIVE(S)

REDACTED TEXT under FOIA Section 40, Personal Information

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

[Greening Government Commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/commitments/greening-government-commitments-2021-to-2025)

[Procurement Policy Note 06/21: Taking account of Carbon Reduction Plans in the procurement of major government contracts - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/commitments/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts)

BUYER'S SECURITY POLICY

As defined in Order Schedule 9 Security, Order Special Term 1 Confidential and Official Secrets and Section 6.3.4 in Order Schedule 20 Order Specification.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

PROGRESS REPORT FREQUENCY

As defined in Order Schedule 20 (Order Specification)

PROGRESS MEETING FREQUENCY

As defined in Order Schedule 20 (Order Specification)

KEY STAFF

REDACTED TEXT under FOIA Section 40, Personal Information

REDACTED TEXT under FOIA Section 40, Personal Information

REDACTED TEXT under FOIA Section 40, Personal Information

KEY SUBCONTRACTOR(S)

REDACTED TEXT under FOIA Section 40, Personal Information

REDACTED TEXT under FOIA Section 40, Personal Information

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As defined in Order Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

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

The Service Credit Cap shall be 1% of the monthly invoice.

The overall percentage of the monthly or annual service charges in the contract.

The Service Period is: Per Quarter

A Critical Service Level Failure is: When the supplier fails to deliver against service levels (escalation level 2) for one or more KPIs within the Service Period specified above. This shall be defined as a Default (see Joint Schedule 1 – definitions). In the first instance, the Authority and the Supplier shall act in accordance with DPS Core Term 10.3 (Rectification plan).

ADDITIONAL INSURANCES

Not applicable.

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:	REDACTED TEXT under FOIA Section 40, Personal Information	Signature:	REDACTED TEXT under FOIA Section 40, Personal Information
Name:	REDACTED TEXT under FOIA Section 40, Personal Information	Name:	REDACTED TEXT under FOIA Section 40, Personal Information
Role:	REDACTED TEXT under FOIA Section 40, Personal Information	Role:	REDACTED TEXT under FOIA Section 40, Personal Information
Date:	30/09/2024	Date:	01/10/2024