



Crown  
Commercial  
Service

**DPS**

# Appointment Form

This DPS Appointment Form creates the DPS Contract. It summarises the main features of the procurement and signposts to where information is held as a result of the Supplier's DPS SQ Submission such as CCS' and the Supplier's contact details.

1.	<b>CCS</b>	The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS).  Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.
2.	<b>Supplier</b>	The name, address, and registration number of the Supplier will be captured as part of the selection questionnaire during the DPS Registration process
3.	<b>DPS Contract</b>	This dynamic purchasing system access agreement between CCS and the Supplier allows the Supplier to be considered for Order Contracts to supply the Deliverables in Vehicle Charging Infrastructure Solutions Categories. You cannot deliver in any other Filter Categories under this contract. Any references made to other Filter Categories in this Contract do not apply. This opportunity is advertised in the Contract Notice in the Official Journal of the European Union (OJEU Notice).
4.	<b>Deliverables</b>	Vehicle Charging Infrastructure Solutions (RM6213)  See DPS Schedule 1 (Specification) for further details.
5.	<b>DPS Start Date</b>	8 <sup>th</sup> April 2020
6.	<b>DPS Expiry Date</b>	7 <sup>th</sup> April 2024
7.	<b>DPS Optional Extension Period</b>	There is no option to extend
8.	<b>DPS Incorporated Terms</b>  (together these documents form 'the DPS Contract')	The following documents are incorporated into the DPS Contract. Where numbers are missing we are not using these schedules. If the documents conflict, the following order of precedence applies: <ol style="list-style-type: none"> <li>1. This DPS Appointment Form</li> <li>2. Any DPS Special Terms (see Section 9 'DPS Special Terms' in this DPS Appointment Form)</li> <li>3. Joint Schedule 1 (Definitions)</li> <li>4. Joint Schedule 11 (Processing Data)</li> <li>5. The following Schedules for RM6213 (in equal order of precedence): <ul style="list-style-type: none"> <li>○ DPS Schedule 1 (Specification)</li> </ul> </li> </ol>

		<ul style="list-style-type: none"> <li>○ DPS Schedule 3 (DPS Pricing) -</li> <li>○ PS Schedule 4 (DPS Management)</li> <li>○ DPS Schedule 5 (Management Levy and Information)</li> <li>○ DPS Schedule 6 (Order Form Template and Order Schedules) including the following template Order Schedules: <ul style="list-style-type: none"> <li>▪ Order Schedule 1 (Transparency Reports)</li> <li>▪ Order Schedule 2 (Staff Transfer)</li> <li>▪ Order Schedule 3 (Continuous Improvement)</li> <li>▪ Order Schedule 4 (Order Tender)</li> <li>▪ Order Schedule 5 (Pricing Details)</li> <li>▪ Order Schedule 6 - (ICT Services)</li> <li>▪ Order Schedule 7 (Key Supplier Staff)</li> <li>▪ Order Schedule 8 (Business Continuity and Disaster Recovery)</li> <li>▪ Order Schedule 9 (Security)</li> <li>▪ Order Schedule 10 (Exit Management)</li> <li>▪ Order Schedule 11 (Installation Works)</li> <li>▪ Order Schedule 12 (Clustering)</li> <li>▪ Order Schedule 13 (Implementation Plan and Testing)</li> <li>▪ Order Schedule 14 (Service Levels)</li> <li>▪ Order Schedule 15 (Order Contract Management)</li> <li>▪ Order Schedule 16 (Benchmarking)</li> <li>▪ Order Schedule 17 (MOD Terms)</li> <li>▪ Order Schedule 18 (Background Checks)</li> <li>▪ Order Schedule 19 (Scottish Law)</li> <li>▪ Order Schedule 20 (Order Specification)</li> <li>▪ Order Schedule 21 (Northern Ireland Law)]</li> <li>▪ Order Schedule 22 (Lease Terms)</li> <li>▪ Order Schedule 23 (Secret Terms)</li> </ul> </li> <li>○ DPS Schedule 7 (Order Procedure)</li> <li>○ DPS Schedule 8 (Self Audit Certificate)</li> <li>○ DPS Schedule 9 (Cyber Essentials Scheme)</li> <li>○ Joint Schedule 2 (Variation Form)</li> <li>○ Joint Schedule 3 (Insurance Requirements)</li> <li>○ Joint Schedule 4 (Commercially Sensitive Information)</li> <li>○ Joint Schedule 6 (Key Subcontractors)</li> <li>○ Joint Schedule 7 (Financial Difficulties)</li> <li>○ Joint Schedule 8 (Guarantee)]</li> <li>○ Joint Schedule 9 (Minimum Standards of Reliability)</li> <li>○ Joint Schedule 10 (Rectification Plan)</li> <li>○ Joint Schedule 12 (Supply Chain Visibility)</li> </ul> <p>6. CCS Core Terms - DPS (version 1.0.1)</p> <p>7. Joint Schedule 5 (Corporate Social Responsibility)</p>
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		8. DPS Schedule 2 (DPS Application) as long as any part of the DPS Application that offers a better commercial position for CCS or Buyers (as decided by CCS) take precedence over the documents above
9.	<b>DPS Special Terms</b>	Special Term 1 – Clause 3.1.2 Warranty period is amended to 36 months.
		Special Term 2 - Clause 3.2.2 Amended to  "All manufacturer warranties covering the Goods must either be assignable to the Buyer on request and for free, or the Supplier must make claims under the warranties for the Buyer whenever asked to do so for free."
		Special Term 3 Clause - 3.2.3 Amended to  "The Supplier transfers risk of the Goods on Delivery and ownership or possession of the Goods on payment for those Goods, whichever is earlier."
		Special Term 4 Clause - 3.2.11 Amended to  "The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs."
		Special Term 5 - Clauses 4.8, 4.9, 4.10 Will not apply
		Special Term 6 - Clause 11.2 Amended to  "Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges unless otherwise specified in the Call-Off Order Form."
		Special Term 7 - Clause 16.1 Amended to  "The Supplier must tell the Relevant Authority within two (2) working days if it receives a Request For Information."
		Special Term 8 – Clause 11.5 of the CCS Core Terms is varied with deletions marked as strikeout and insertions underlined as follows:

		<i>"11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, <u>or</u> 12.2 <del>or 14.8</del> or Call-Off Schedule 2 (Staff Transfer) of a Contract."</i>
		Special Term 9 - In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed £10 million.
10.	<b>DPS Pricing</b>	Details in DPS Schedule 3 (DPS Pricing)
11.	<b>Insurance</b>	Details in Annex of Joint Schedule 3 (Insurance Requirements).
12.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in DPS Schedule 9 (Cyber Essentials Scheme)
13.	<b>Management Levy</b>	The Supplier will pay, excluding VAT, 0.5% of all the Charges for the Deliverables invoiced to the Buyer, or payable to the Buyer where the Deliverable is a gain-share arrangement, under all Order Contracts.
14.	<b>Supplier DPS Manager</b>	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
15.	<b>Supplier Authorised Representative</b>	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
16.	<b>Supplier Compliance Officer</b>	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p>

		<p>[Insert phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
17.	<b>Supplier Data Protection Officer</b>	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
18.	<b>Supplier Marketing Contact</b>	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
19.	<b>Key Subcontractors</b>	<p><b>Key Subcontractor 1</b></p> <p>Name (Registered name if registered) [insert name]</p> <p>Registration number (if registered) [insert number]</p> <p>Role of Subcontractor [insert role]</p> <p>Details such as above will be requested as part of your SQ DPS Submission.</p>
20.	<b>CCS Authorised Representative</b>	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>