

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

## Order Form

**ORDER REFERENCE:** Jaggaer Project Reference: 21695

**THE BUYER:** **THE SECRETARY OF STATE FOR WORK AND PENSIONS** acting as part of the Crown

**BUYER ADDRESS** Caxton House, Tothill Street, London, SW1H 9NA

**THE SUPPLIER:** Utiyix Limited TA Mitie Energy

**SUPPLIER ADDRESS:** Level 12 The Shard, 32 London Bridge Street,  
London, England, England, SE1 9SG

**REGISTRATION NUMBER:** 03922833

**DUNS NUMBER:** Redacted

**DPS SUPPLIER REGISTRATION SERVICE ID:** Redacted

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 24<sup>th</sup> October 2022. It's issued under the DPS Contract with the reference number RM6213 for the provision of Design, Hardware, Installation, Back-Office Software and Maintenance services.

### DPS FILTER CATEGORY(IES):

Buyer Funded (Purchase or Lease) – Products & Services

- End to End service
- England, Scotland & Wales

### 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) for Dynamic Purchasing System with DPS Ref: RM6213
3. The following Schedules in equal order of precedence:

- **Joint Schedules for Dynamic Purchasing System with DPS Ref: RM6213**
    - 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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - **Order Schedules for Jaggaer Project Reference: 21695**
    - 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) (with the exception of any Supplier-furnished terms)
    - 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 13 (Implementation Plan and Testing)
    - Order Schedule 14 (Service Levels)
    - Order Schedule 15 (Order Contract Management)
    - Order Schedule 16 (Benchmarking)
    - Order Schedule 18 (Background Checks)
    - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) (as modified by the Addendum to Core Terms in respect of the Order Contract)
  5. Joint Schedule 5 (Corporate Social Responsibility) for Dynamic Purchasing System with DPS Ref: RM6213
  6. 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
  7. Any Supplier-furnished terms which are contained or referred to in (or incorporated by reference via) Order Schedule 6 (ICT Services).

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:

The terms set out in Order Special Schedule 1.

The following Order Special Schedules are incorporated into this Order Contract:

Order Special Schedule 1 – Order Special Terms

<b>ORDER START DATE:</b>	1 <sup>st</sup> November 2022
<b>ORDER EXPIRY DATE:</b>	the last day of the period of 4 years commencing with the Order Start Date
<b>ORDER INITIAL PERIOD:</b>	the period commencing on the Order Start Date and ending on the Order Expiry Date (both dates inclusive)
<b>ORDER OPTIONAL EXTENSION PERIODS:</b>	means each of: <ul style="list-style-type: none"><li>a) the period of 6 months following the Order Expiry Date and</li><li>b) the period of 6 months following the last day of the first Order Optional Extension Period.</li></ul>

## **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 £3,000,000.00

## **ORDER CHARGES**

See details in Order Schedule 5 (Pricing Details) and as set out in the Order Special Terms and Statement of Requirements.

In addition, the Charges in respect of Back Office Software and Maintenance (as set out in Order Schedule 5 (Pricing Details), as applicable in respect of each Site) (the **Operational Charges**), shall be converted into monthly Charges by dividing the relevant figure by 36 (on the basis that the Operational Charges set out in Order Schedule 5 (Pricing Details) relate to a 36-month period). The Operational Charges shall be payable on a monthly basis and no additional amounts shall be payable in respect of the Operational Charges, notwithstanding that the period in respect of which they are payable may be more or less than 36 months.

The Operational Charges shall be payable in respect of the period from the date on which an EVCP at a Site is commissioned until expiry or termination of the Order Contract.

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 Specific Change in Law (in accordance with Clause 24).

## **DELAY PAYMENTS**

Not applicable.

**REIMBURSABLE EXPENSES**

Not applicable.

**PAYMENT METHOD**

The Authority shall pay all sums by direct credit transfer into a suitable bank account or by other electronic payment methods as appropriate, as set out in the Order Special Terms.

**BUYER'S INVOICE ADDRESS:**

Redacted

**BUYER'S AUTHORISED REPRESENTATIVE**

Redacted

**BUYER'S ENVIRONMENTAL POLICY**

HM Government's [25 Year Environmental Plan](#) and [Greening Government Commitments](#)

**BUYER'S SECURITY POLICY**

Information Security Policy Version 1 – Dated 27/06/2018 available online at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1039854/dwp-information-security-policy.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1039854/dwp-information-security-policy.pdf)

**BUYERS SECURITY POLICIES AND STANDARDS**

The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the following

NCSC guidance: Cloud Security Guidance Implementing the Cloud Security Principles - NCSC.GOV.UK <https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>

Web Content Accessibility Guidelines - WCAG2.1

<https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction#meeting-government-accessibility-requirements>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Redacted

**SUPPLIER'S CONTRACT MANAGER**

Redacted

**PROGRESS REPORT FREQUENCY**

Weekly on the last Working Day of each week

**PROGRESS MEETING FREQUENCY**

Monthly on the first Working Day of each month

**KEY STAFF**

Redacted

**KEY SUBCONTRACTOR(S)**

Redacted

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In accordance with Paragraph 2.4 of Joint Schedule 12 (Supply Chain Visibility), the Buyer hereby gives its Approval and agrees that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder provided the Supplier contracts with one of the agreed Key Subcontractors listed above.

**E-AUCTIONS**

Not applicable.

**COMMERCIALLY SENSITIVE INFORMATION**

All tender information and documentation is commercially sensitive know-how and operational and/or financial information which, if disclosed, would prejudice Utiylyx (Mitie's) commercial interests and would be likely to, among other things, jeopardise Mitie's competitive advantage. Therefore, we ask that our entire submission be classified as Commercially Sensitive information.

**SERVICE CREDITS**

Not Applicable. A Critical Service Level Failure is being used.

The Service Period is 28 days, the first Service Period commencing on the Order Start date.

**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	Signature:	Redacted
Name:	Redacted	Name:	Redacted
Role:	Managing Director	Role:	Commercial Lead Projects
Date:	24 <sup>th</sup> October 2022	Date:	24 <sup>th</sup> October 2022