

**RM6095 Gigabit Capable Connectivity - Buyer Guidance to the Public Sector
Contract v1.0**

Document	What is it?	Buyer guidance	When to be used by the Buyer		
			Service Type 1 - Broadband Connectivity Services	Service Type 2 - Infrastructure Build Services	Service Type 3 - Managed Infrastructure Services
Core Terms	The main legal terms for both DPS and Order Contracts.	<p>The DPS Contract, reference RM6095, incorporates CCS Core Terms - DPS version 1</p> <p>You cannot change the text of the Core Terms but you can change their legal effect by using Special Terms within the Order Form Template.</p> <p>You should also refer to any DPS Special Terms that have been included by CCS in the DPS Appointment Form.</p> <p>Note: The Public Contract Regulations Regulation 33(6) states that Order Contracts may not depart from the terms of the DPS agreement in any substantial respect. Further guidance is available here https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/560262/Guidance_on_Amendments_to_Contracts_-_Oct_16.pdf</p>	Always - version 1 applies.	Always - version 1 applies.	Always - version 1 applies.
DPS Appointment Form	<p>The signed DPS Appointment Form is the legal contract between CCS and the Supplier.</p> <p>It includes important information and contents of the DPS Contract.</p>	<p>The DPS Appointment Form defines the DPS Contract and sets out the order of precedence of the documents incorporated into the DPS Contract.</p> <p>It specifies the version of the Core Terms to be used in the the Contract and lists the included schedules and any DPS Special Terms that apply to the Contract.</p>	For understanding the DPS Contract and any Special Terms that apply.	For understanding the DPS Contract and any Special Terms that apply.	For understanding the DPS Contract and any Special Terms that apply.
DPS Schedule 1 (Specification)	The Deliverables CCS needs the suppliers to provide to buyers and provides detail on the specification of the Services and the scope of Services for each Service Type.	Refer to Section 2 of this Schedule (Mandatory Service Requirements) to determine whether your requirements fall within the scope of this agreement.	For reference only.	For reference only.	For reference only.
DPS Schedule 2 (DPS Application)	The supplier's application to the DPS	This is not used, as the supplier's application is contained within the DPS platform and is formed from the SQ and DPSQ	For CCS reference only.	For CCS reference only.	For CCS reference only.

DPS Schedule 3 (DPS Pricing)	Details how prices are to be submitted.	<p>Section 1 details at a high level how prices are to be submitted by suppliers under the DPS. This includes important considerations for openness, transparency, pricing that might be 'Subject to Survey', and when and how any price changes might arise during the life of the contract due to Extreme Engineering Difficulties. You should consider how this may affect how you wish the pricing to be submitted in response to your procurement and reflect this in the pricing schedule (Schedule 5) of your Order Contract. A sample template is included as a starting point.</p> <p>Section 2 details how expenses are to be dealt with by suppliers under the DPS and is less relevant to the services likely to be procured under this DPS.</p>	For reference only.	For reference only.	For reference only.
DPS Schedule 4 (DPS Management)	How CCS and Suppliers will manage the Framework Contract.	<p>This schedule forms the basis of the working relationship between CCS and the Supplier.</p> <p>There is an equivalent schedule for the relationship between the Buyer and the Supplier - Order Schedule 15 (Order Contract Management).</p>	Not used by the Buyer.	Not used by the Buyer.	Not used by the Buyer.
DPS Schedule 5 (Management Levy and Information)	How suppliers report Management Information (MI) and pay the Management Levy to CCS.	<p>This schedule details how the Supplier reports Management Information to CCS and how CCS apply the correct Management Levy.</p> <p>The Management Levy is shown in the DPS Appointment Form.</p>	Not used by the Buyer.	Not used by the Buyer.	Not used by the Buyer.
DPS Schedule 6 (Order Form Template and Order Schedules)	<p>This is the document that you, the Buyer, needs to complete to form an Order Contract.</p> <p>It includes important information and contents of the Order Contract.</p> <p>The signed Order</p>	<p>This is a key document, the Order Form binds the Supplier to the Buyer under the terms of the Order Contract and incorporates any relevant aspects of the DPS Contract.</p> <p>Importantly it sets out the order of precedence of the documents incorporated into the Order Contract.</p> <p>It is where you specify your requirements for the services you are buying including what schedules apply and any Special Terms. It also contains the details of the charges from the successful supplier.</p> <p>The information in the Order Form is always needed. It is important for you to use the Order Form because once completed, the signing of this document forms the legal contract between you (the Buyer) and the</p>	Always	Always	Always
DPS Schedule 7 (Order Procedure)	The process that a Buyer must follow to award an Order Contract.	<p>This schedule sets out how the Buyer must make specific purchases (Orders), within the constraints of the Public Contracts Regulations 2015 and the DPS.</p> <p>Buyers must ensure that any procurement activity follows the procedures described in this schedule.</p>	For reference only - Buyers MUST follow the procedure described in this document.	For reference only - Buyers MUST follow the procedure described in this document.	For reference only - Buyers MUST follow the procedure described in this document.
DPS Schedule 8 (Self Audit Certificate)	A letter each Supplier must send to CCS annually to confirm that its systems, reporting and processing of public sector orders complies with the DPS Contract.	This schedule requires that the Supplier confirms to CCS at regular intervals that they have in place and are using key systems reliably and appropriately, including checks on invoicing accuracy.	Not used by the Buyer.	Not used by the Buyer.	Not used by the Buyer.

DPS Schedule 9 (Cyber Essentials Scheme)	Obligations on the Supplier to maintain cyber security accreditation or equivalent.	This schedule relates to the scheme at https://www.cyberessentials.ncsc.gov.uk/ You need to consider this in the totality of security provision.	For reference only.	For reference only.	For reference only.
DPS Joint Schedule 1 (Definitions)	What the capitalised terms in the documents mean and how to interpret the Contract.	All the shared definitions are included in this schedule. Where a term is needed only in one schedule it may be defined only in that schedule and not included here. The schedule must not be amended. Any new definitions or amendments must be added/made by the Buyer by creating a Special Term in the Order Form.	Always.	Always.	Always.
DPS Joint Schedule 2 (Variation Form)	How the Supplier, CCS and the Buyer can make a change to an existing Contract.	This form is to change a Contract in accordance with the Core Terms Clause 24 Changing the contract. Used as required by CCS or the Suppliers to effect a variation to the DPS Contract; and by you and the Supplier to effect a variation to the Order Contract.	Always.	Always.	Always.
DPS Joint Schedule 3 (Insurance Requirements)	The insurance a Supplier needs in case it breaches a contract or is negligent.	This schedule details the insurance requirements for both the DPS and the Order Contract The 'Annex: Required Insurances' details the minimum insurance levels that Suppliers are required to have in place for this DPS. The schedule must not be amended. Any amendments required must be added/made by creating a special term in the Order Form. Any Additional Insurances must be added where provided for in the Order Form.	Always.	Always.	Always.
DPS Joint Schedule 4 (Commercially Sensitive Information)	The only information about the supplier that can't be disclosed or reported to the public, subject to Clause 16 of the Core Terms	This schedule is completed at award of your Order contract, using information from the Supplier. Any additional commercially sensitive information must be added in the Order Form.	Always.	Always.	Always.
DPS Joint Schedule 5 (Corporate Social Responsibility)	Agreement that the supplier behaves as a good corporate citizen.	You need to review the content of each paragraph and its significance for your procurement. Where the schedule is insufficient for your organisations needs your additional requirements should be stated within your Statement of Requirements.	Always.	Always.	Always.

DPS Joint Schedule 6 (Key Subcontractors)	Restrictions on a supplier switching the subcontractors working on the contract.	This schedule gives you rights over the management of Key Subcontractors. These rights are not applicable for Subcontractors - the rights can only be applied to Key Subcontractors. You will find it helpful to read the definition of Key Subcontractors (and Subcontractors) in Joint Schedule 1 (Definitions).	Optional. Use where the contract will require use of Key Subcontractors.	Optional. Use where the contract will require use of Key Subcontractors.	Optional. Use where the contract will require use of Key Subcontractors.
DPS Joint Schedule 7 (Financial Difficulties)	What suppliers must do if they are in financial trouble.	The schedule is to enable you to deal with suppliers who are critical to the Order Contract and have come into financial difficulties. If your procurement is for widely available commodity services or commodity goods this Schedule may not be necessary.	Optional - Use in specific cases of concern about delivery of the Order Contract.	Optional - Use in specific cases of concern about delivery of the Order Contract.	Optional - Use in specific cases of concern about delivery of the Order Contract.
DPS Joint Schedule 8 (Guarantee)	The document signed by a third party to provide additional assurance that the supplier will meet their obligations under the contract.	This is the form of guarantee required from a supplier who has had to rely on a guarantor to pass the selection criteria for financial and economic standing in the procurement. Such a form of guarantee can also be required by a buyer in their Order Procedure.	Optional. Use where a form of guarantee is required by the Buyer	Optional. Use where a form of guarantee is required by the Buyer	Optional. Use where a form of guarantee is required by the Buyer
DPS Joint Schedule 9 (Minimum Standards of Reliability)	Restriction on the supplier entering into Order Contracts if it does not meet the standards required in the OJEU contract notice.	This schedule implements PPN 09/12 'Taking Account of Bidders' Past Performance'. https://www.gov.uk/government/publications/procurement-policy-note-09-12-taking-account-of-bidders-past-performance	Optional	Optional	Optional
DPS Joint Schedule 10 (Rectification Plan)	The process to follow if a supplier defaults a contract.	This is provided to support Clause 10.4 of the Core Terms and is only completed and used when necessary post award.	Always	Always	Always
DPS Joint Schedule 11 (Processing Data)	Details about the data processing the supplier is allowed to do.	This schedule addresses the processing of any personal data held by a supplier. This schedule is included so as to provide the necessary contractual provisions in the event that any personal data is provided. Contact names for gaining access to sites or for billing may fall within this classification for example. The supplier's Data Protection Officer is identified in the DPS Appointment Form.	Always.	Always	Always

DPS Joint Schedule 12 (Supply Chain Visibility)	Details of Supplier obligations	This schedule implements PPN 01/18 'Supply Chain Visibility'. https://www.gov.uk/government/publications/procurement-policy-note-0118-supply-chain-visibility	Optional	Optional	Optional
DPS Order Schedule 1 (Transparency Reports)	The information about the contract that you, the buyer, needs from the supplier so that it can meet its public accountability and transparency requirements.	Here you set out the transparency reports specific to your requirement, in line with PPN 1/17 'Update to Transparency Principles' https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles If no additional requirements in line with the PPN, leave blank	Always.	Always.	Always.
DPS Order Schedule 2 (Staff Transfer)	How CCS, the buyer or the supplier protect employees' rights when the organisation or service they work for transfers to a new employer.	If a Buyer believes that any aspect of the procurement may result in the potential for Staff Transfer then this schedule can be included. In such circumstances, the nature of what is being procured and the appropriateness of the Service Types under this DPS may need further consideration. Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, irrespective of whether TUPE does apply on entry. It is essential to ensure the correct staff transfer and pension provisions are in place at the outset. This is a significant schedule around which there is considerable regulation. It consists of five parts - A to E, buyer guidance on when each part applies is provided at the beginning of the schedule.	Optional. Use when TUPE and or New Fair Deal pension apply.	Optional. Use when TUPE and or New Fair Deal pension apply.	Optional. Use when TUPE and or New Fair Deal pension apply.
DPS Order Schedule 3 (Continuous Improvement)	The requirement that the supplier always improves how it delivers the Order Contract.	The schedule provides for continuous improvement of value through the life of the contract. It depends on the supplier's Continuous Improvement Plan and joint review of the value being delivered. This is one of those schedules that the buyer may give CCS the right to enforce the buyer's rights. (See also Order Schedules 8, 9 and 16).	Optional.	Optional.	Optional.
DPS Order Schedule 4 (Order Tender)	How the supplier proposes to meet the requirements of an Order Contract.	This Schedule should be used where the Supplier provides a proposal which the Buyer wants the Supplier to be bound by because it may include elements that are either (i) additional to the Order Form requirements; or (ii) indicate specific methods of achieving the Order Form requirement. For example at further competition to capture detail in the tender that is not specified in the Order Form.	Optional. Use to capture tender detail additional to that in the Order Form.	Optional. Use to capture tender detail additional to that in the Order Form.	Optional. Use to capture tender detail additional to that in the Order Form.
DPS Order Schedule 5 (Pricing Details)	Placeholder for pricing information additional to that contained in the Order Form.	This schedule is used by the buyer after an Order Procedure to capture the detail of prices which do not fit in the Order Form. The buyer can reference to this Schedule from the Order Form if all pricing is held here.	Always.	Always	Always

DPS Order Schedule 6 (ICT Services)	Additional terms for the delivery of ICT (Information and communications technology) Services.	This schedule adds provisions relating specifically to ICT Services. It is not expected that any of the Service Types covered by this DPS will include IT Services and so this schedule is optional. If used, it sets out the contractual position with regard to IPR, Licences, Software and more.	Optional. Use if any of the provisions are relevant to your Order Contract.	Optional. Use if any of the provisions are relevant to your Order Contract.	Optional. Use if any of the provisions are relevant to your Order Contract.
DPS Order Schedule 7 (Key Supplier Staff)	Restrictions on a supplier changing staff that are crucial to deliver the contract.	This schedule enables the buyer to identify key roles and the names of key staff who are to fill those roles during the contract.	Optional. Use if you believe the services can only be delivered in full with named staff.	Optional. Use if you believe the services can only be delivered in full with named staff.	Optional. Use if you believe the services can only be delivered in full with named staff.
DPS Order Schedule 8 (Business Continuity and Disaster Recovery)	What the supplier must do to make sure the contract can still be delivered even if there's an unexpected event.	The schedule is used to set up the business continuity and disaster recovery regime, with a BCDR plan and testing. This is one of those schedules that the buyer may give CCS the right to enforce the buyer's rights. (See also Order Schedules 3 and 9).	Always	Optional. Use where a BCDR plan is explicitly required.	Optional. Use where a BCDR plan is explicitly required.
DPS Order Schedule 9 (Security)	What the supplier must do to ensure that buyer data and Deliverables are kept secure.	The schedule provides for two levels of security, both requiring an appropriate security management plan which supports the buyer's security policy. Part B should be considered where there is a high level of risk to personal or sensitive data. This is one of those schedules that the buyer may give CCS the right to enforce the buyer's rights. (See also Order Schedules 3, 8 and 16).	Optional. Use where you consider a security management plan is necessary.	Optional. Use where you consider a security management plan is necessary.	Optional. Use where you consider a security management plan is necessary.
DPS Order Schedule 10 (Exit Management)	What the supplier needs to do at the end of an Order Contract to help the buyer continue to deliver public services.	This schedule ensures that the Supplier is always prepared for contract exit, including appropriate registers and an exit plan. It provides for the Supplier assisting re-competition and termination of the contract.	Always.	Optional.	Optional.
DPS Order Schedule 11 (Installation Works)	What the supplier needs to do when installing items for the buyer.	The schedule includes extra provisions for deliverables needing installation, including an acceptance process.	Always	Always	Always

DPS Order Schedule 12 (Clustering)	Enables multiple buyers to join together to procure Deliverables more efficiently.	This schedule enables named cluster members to contract collectively, with one buyer holding a single Order Contract. It defines the rights of the buyer and the cluster members.	Optional Use if forming a cluster.	Optional Use if forming a cluster.	Optional Use if forming a cluster.
DPS Order Schedule 13 (Implementation Plan and Testing)	The agreed plan for when the Deliverables will be delivered and tested to ensure they meet the requirements.	Review the provisions of the schedule as appropriate for implementation and or testing.	Always.	Always.	Always.
DPS Order Schedule 14 (Service Levels)	The standards of service required by the buyer and what happens when these are not met.	Used to manage service levels, service credits and or performance monitoring provisions. Add appropriate detail for service levels and service credits.	Always.	Optional. Use where services form part of your Order Contract and service levels are required.	Optional. Use where services form part of your Order Contract and service levels are required.
DPS Order Schedule 15 (Order Contract Management)	How the supplier and the buyer should work together on the Order Contract.	Use if you need to collaborate with the supplier in monitoring and managing the Order Contract. Add parties to the Contract Board, if appropriate, in the annex.	Optional.	Optional.	Optional.
DPS Order Schedule 16 (Benchmarking)	A process for comparing the value of the supplier against other providers in the market.	Use if you need to benchmark pricing to ensure good market value over the life of the Order Contract. This is one of those schedules that the buyer may give CCS the right to enforce the buyer's rights. (See also Order Schedules 3, 8 and 9).	Optional.	Optional.	Optional.
DPS Order Schedule 17 (MOD Terms)	Any additional terms required by MOD buyers.	Use this Schedule if you are an MOD (Ministry of Defence or Defence Infrastructure) buyer and require the additional terms within this schedule to be applied to your Order Contract. You will need to complete Annex 1 as appropriate.	Optional. For use by Ministry of Defence or the Defence Infrastructure Organisation.	Optional. For use by Ministry of Defence or the Defence Infrastructure Organisation.	Optional. For use by Ministry of Defence or the Defence Infrastructure Organisation.

DPS Order Schedule 18 (Background Checks)	Where supplier staff must be vetted before working on contract.	Use this Schedule where Supplier Staff must be vetted before working on Contract. You will need to complete Annex 1 as appropriate.	Optional. Use if you need to vet supplier staff before working.	Optional. Use if you need to vet supplier staff before working.	Optional. Use if you need to vet supplier staff before working.
DPS Order Schedule 19 (Scottish Law)	Switches the interpretation of the contract from the laws of England and Wales to Scottish Law.	Use this Order Schedule 21 to adapt the Core Terms and Schedules so that the Order Contract is under Scottish Law.	Optional. For use by buyers in Scotland.	Optional. For use by buyers in Scotland.	Optional. For use by buyers in Scotland.
DPS Order Schedule 20 (Order Specification)	Further details about what has been ordered under an Order Contract.	Use this schedule to provide further detail of the Deliverables and specification that cannot be simply held in the Order Form. You should indicate on the Order Form under "Order Incorporated Terms" and "Deliverables" if you are using this schedule.	Optional.	Always.	Always.
DPS Order Schedule 21 (Northern Ireland Law)	Switches the interpretation of the contract from the laws of England and Wales to Northern Ireland Law.	Use this Order Schedule 21 to adapt the Core Terms and Schedules so that the Order Contract is under Northern Ireland Law.	Optional. For use by buyers in Northern Ireland.	Optional. For use by buyers in Northern Ireland.	Optional. For use by buyers in Northern Ireland.
DPS Order Schedule 22 (DCMS Management Information)	Details obligations of buyers and suppliers where the Order Contract includes funding from DCMS	Use this schedule where funding has been accessed from Department for Digital, Culture, Media and Sport to detail what information is required from the Supplier in order for the Buyer to deliver the correct MI to DCMS.	Optional. Use where funding has been obtained from DCMS.	Optional. Use where funding has been obtained from DCMS.	Optional. Use where funding has been obtained from DCMS.