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

**Order Form**

ORDER REFERENCE: **TBC**

THE BUYER: The Secretary of State for the Department of Business and Trade

BUYER ADDRESS Old Admiralty Building

 Admiralty Place

 London

 SW1A 2DY

THE SUPPLIER: BMG Research Ltd

SUPPLIER ADDRESS: Spring Lodge

 172 Chester Road

 Cheshire

 WA6 0AR

REGISTRATION NUMBER:02841970

DUNS NUMBER: 569488612

DPS SUPPLIER REGISTRATION SERVICE ID:

APPLICABLE DPS CONTRACT RM6126 Research and Insights

This Order Form is for the provision of the Deliverables and dated 29th August 2024.

It’s issued under the DPS Contract with the reference number RM6126 DPS Contract Reference number for the provision of Research and Insights.

DPS FILTER CATEGORY(IES):

Business transformation and change, Competition, markets and mergers, Digital economy, Emerging markets, Financial services, Gig economy, Internal markets, Regeneration, Regulated industries / markets / services, Retail, State aid, Supply chains, Tariffs, Trade, Economics (appraisal and behavioural economics), Benefits / credits / welfare, Financial advice and guidance, Insurance, Pensions, Taxation - business, Regression analysis, Quantitative, Telephone, CATI (computer assisted telephone interview), Longitudinal research, Random / stratified random sample, Panel, Micro businesses, Small businesses, Medium businesses, Large businesses, Registered for VAT or PAYE, Not registered for VAT or PAYE, England, Wales, Scotland, Northern Ireland

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) **RM6126** DPS Contract reference number.
3. DPS Special Terms – not used
4. The following Schedules in equal order of precedence:
* Joint Schedules for **RM6126** DPS reference number
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

* Order Schedules for **RM6126** 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 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 20 (Order Specification)
1. CCS Core Terms (DPS version) v1.0.3
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6126** DPS Contract reference number
3. Order Schedule 4 (Order Tender)

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:

OPTIONAL EXTENSION Twenty-Four (24) Months (1+1) upon 3 months’ written notice given from the Buyer to the Supplier

The amended service levels schedule 14 incorporating Key Performance Indicators (“KPIs”).

Clause 4.12 is inserted into the Core Terms as follows: The Charges will be adjusted, with effect from each annual anniversary of the commencement of the Order Initial Period (each a “Review Date”), by applying the percentage increase or decrease in the Consumer Prices Index using the formula set out below. The Supplier shall give the Buyer not less than one month's prior written notice in of its proposed changes. If the Buyer objects to a proposed adjustment, it may refer the matter to an independent expert, who shall determine the appropriate adjustment.

The change in the Charges shall be calculated as follows:

AC = C x CPIRD/CPIC

Where:

 AC = Adjusted Charge (being the Charge applicable for Wave 11 or Wave 12 as the case may be)

 C = the Charge applicable on the date of the Commencement of the Contract

CPIC = Consumer Price Index at the date of the Commencement of the Contract

CPIRD = Consumer Price Index at the relevant Review Date

Clause 4.13 is inserted into the Core Terms as follows: Pending any determination of a proposed adjustment to the Charges in accordance with clause 4.12 by an independent expert, the Charges already in force shall continue to apply. Once the independent expert determines the appropriate adjustment, the adjusted Charges shall be deemed to apply with effect from the appropriate annual anniversary of the commencement of the Order Initial Period. Within one month of the appropriate adjustment being determined, the Buyer shall pay the Supplier any outstanding sums due in respect of Charges from the annual anniversary of the Order Initial Period of the relevant year, as appropriate, together with any applicable VAT, or the Supplier shall refund the Buyer for any excess amounts paid in Charges since the relevant date, and shall repay any VAT due to be repaid, as appropriate.

ORDER START DATE: 5th September 2024

ORDER EXPIRY DATE: 4th September 2025

ORDER INITIAL PERIOD: Twelve (12) Months

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 **£550,000.00** Estimated Charges in the first 12 months of the Contract.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

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)

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

BACS transfer on receipt of a valid invoice including purchase order number.

BUYER’S INVOICE ADDRESS:

Department for Business and Trade

c/o UK SBS, Queensway House

West Precinct

Billingham

TS23 2NF

Email: ap@uksbs.co.uk

Telephone: 03332079122

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

BUYER’S ENVIRONMENTAL POLICY

Not applicable

BUYER’S SECURITY POLICY

Not applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER’S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly

KEY STAFF

As per Call off Schedule 7 – Key Supplier Staff

KEY SUBCONTRACTOR(S)

**n/a**

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Call off Schedule 4 – Order Tender

Call off Schedule 5 – Pricing Details

SERVICE CREDITS

Not applicable

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: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |