

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **CPD4124007**

THE BUYER: **Department for Levelling Up, Housing and Communities**

BUYER ADDRESS **2 Marsham Street, London, SW1P 4DF**

THE SUPPLIER: **Frontier Economics Ltd**

SUPPLIER ADDRESS: **Mid City Place, 71 High Holborn, London, WC1V 6DA**

REGISTRATION NUMBER: **03752719**

DUNS NUMBER: **237589903**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **23rd March 2023**
It's issued under the DPS Contract with the reference number **RM6126** for the **provision of UK Shared Prosperity Fund Intervention Level Evaluation**

DPS FILTER CATEGORY(IES):
Impact Evaluation, Process Evaluation, Value-for-money evaluation

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**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126**
 - Joint Schedule 01 (Definitions)
 - Joint Schedule 02 (Variation Form)
 - Joint Schedule 03 (Insurance Requirements)
 - Joint Schedule 04 (Commercially Sensitive Information)
 - Joint Schedule 05 (Corporate Social Responsibility)
 - Joint Schedule 06 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for **RM6126**
 - Order Schedule 01 (Transparency Reports)
 - Order Schedule 02 (Staff Transfer)
 - Order Schedule 03 (Continuous Improvement)
 - Order Schedule 04 (Order Tender)
 - Order Schedule 05 (Pricing Details)
 - Order Schedule 07 (Key Supplier Staff)
 - Order Schedule 08 (Business Continuity and Disaster Recovery)
 - Order Schedule 09 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
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:

Special Term 1 will apply to the clause 10.2.2 within Attachment 06 – RM6126 DPS Core Terms.

10.2.2 “Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice”. **This will be superseded by special term 1, 30 days written notice.**

Special Term 1.

The buyer has the right to terminate their Order Contract at any time without reason by giving the supplier not less than **30** days' written notice.

ORDER START DATE: **March 2023**

ORDER EXPIRY DATE: **March 2024**

ORDER INITIAL PERIOD: **12 Month** – for phase 1 and part of Phase 2. Phase 2 will total to a maximum duration of 33 months (12 + 12 + 9). There will also be a further option to extend for 12 months from Phase 2 into Phase 3, this option to extend is at the authority's discretion. The maximum duration under this contract for Phases 1, 2 and 3 will be 46 months.

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

<REDACTED>

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 **£1,900,000.00**

ORDER CHARGES

The maximum firm price to deliver the project is capped at **£2,737,975.00**. Full details are set out in Order Schedule 5 (Pricing Details)

<REDACTED>

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.

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REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS / Electronic Invoice.

Invoices must quote the Buyer's contract number and purchase order number (to be confirmed) along with an appropriate description of work completed and timesheets which have been approved by the Buyer. Failure to do so may result in a delay in payment for which the Buyer cannot be held responsible.

BUYER'S INVOICE ADDRESS:

Department for Levelling Up, Housing & Communities,
Invoice Processing team,
Finance Shared Services Division,
High Trees,
Hillfield Road,
Hemel Hempstead,
HP2 4XN
Email: CLGInvoices@communities.gsi.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

<REDACTED>

Economic Advisor

<REDACTED>

Fry Building, 2 Marsham Street, London, SW1P 4DF

BUYER'S ENVIRONMENTAL POLICY

Available online at:

<https://www.gov.uk/government/collections/greening-government-commitments>

BUYER'S SECURITY POLICY

Security Requirements are set out in DPS Order Schedule 9.

SUPPLIER'S AUTHORISED REPRESENTATIVE

<REDACTED>

Director

<REDACTED>

Mid City Place, 71 High Holborn, London, WC1V 6DA

SUPPLIER'S CONTRACT MANAGER

<REDACTED>

Associate Director

<REDACTED>

Mid City Place, 71 High Holborn, London, WC1V 6DA

PROGRESS REPORT FREQUENCY

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Highlighted within Section 7 - Key Deliverables and Milestones (Attachment 3 – Statement of Requirements)

PROGRESS MEETING FREQUENCY

Weekly progress meetings to discuss all operational matters

Monthly steering group meetings to provide detailed project progress update

KEY STAFF

As listed in Annex 1 of Order Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)

BMG Research

Beech House, Greenfield Cres, Birmingham B15 3BE

Professor Peter Tyler (Academic Expert Advisor)

University of Cambridge

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Order Contracts entered under the DPS Contract.

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).

<REDACTED>

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<REDACTED>	Signature:	<REDACTED>
Name:	<REDACTED>	Name:	<REDACTED>
Role:	Director	Role:	Deputy Director
Date:	22/03/2023	Date:	23/03/2023