

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

ORDER REFERENCE: PS23308 - Study to understand how offshore wind farms connected to a multi-purpose interconnector could participate in the Contracts for Difference Scheme

THE BUYER: Department for Energy Security and Net Zero (DESNZ)

BUYER ADDRESS 3-8 Whitehall Place, London, SW1A 2EG, United Kingdom

THE SUPPLIER: Baringa Partners LLP

SUPPLIER ADDRESS: 62 Buckingham Gate, London, SW1E 6AJ

REGISTRATION NUMBER: OC303471

DUNS NUMBER: 733291509

DPS SUPPLIER REGISTRATION SERVICE ID: [REDACTED]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 6th December 2023

It's issued under the DPS Contract with the reference number RM6126 for the provision of a study to understand how offshore wind farms connected to a multi-purpose interconnector could participate in the Contracts for Difference Scheme.

DPS FILTER CATEGORY(IES):

Environment and Infrastructure

- Energy (renewables and fossil-based)
- Infrastructure

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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. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Order Schedules for **PS23308**
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) v1.0.3
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
6. 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:

- As per Annex 1: Special Terms

ORDER START DATE: Monday 11th December 2023

ORDER EXPIRY DATE: Friday 15th March 2024

ORDER INITIAL PERIOD: 3 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.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £79,984.00 excluding VAT.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

All invoices should be sent to ap@uksbs.co.uk

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY



DESNZ & DSIT
Environmental Policy v

BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

RM6126 - Research & Insights DPS
Project Version: v1.0
Model Version: v1.3

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To be confirmed at initial Contract meeting

PROGRESS MEETING FREQUENCY

To be confirmed at initial Contract meeting

KEY STAFF

As per Order Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)

N/A

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

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:	13 December 2023	Date:	4/1/2024

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Annex 1 – Special Terms

1. For the purposes of this Order Contract, "Wilful misconduct" (as used in the framework agreement) means conduct by a party who knows that it is committing, and intends to commit a contractual breach of the Order Form and takes such actions to deliberately and maliciously commit such breach with the intention of causing harm but does not include any act or failure to act insofar as it (i) constitutes mere ordinary negligence; or (ii) was done or omitted in accordance with the express instructions or approval of the other party.
2. The Supplier can only perform the Services where the necessary data and materials have been provided by the Buyer. The Buyer shall provide the necessary data, materials and the reasonable cooperation of its staff and suppliers, and prompt approval / feedback on draft Deliverables, to enable the Supplier to fulfil its obligations in delivering the Services and Deliverables. Where the Supplier has identified material defects within the data, materials and/or the Buyers cooperation, it shall request the Buyer, in writing, to address these defects, outlining the impact to the affected areas of the Service.
3. Supplier's warranties in this Order Contract will not apply to any deficiencies in the Services due to materially incorrect, incomplete or inaccurate Buyer data. The Services do not include any legal or financial advice or advice which requires Supplier to hold a regulatory licence.
4. Supplier will be free to use without restriction (but subject to the confidentiality provisions of this Call-Off Contract) its general knowledge, experience, know-how and methodologies that are acquired or used in the course of providing the Services.