DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: BE24052

THE BUYER: Department of Energy, Security and Net Zero

(DESNZ)

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

THE SUPPLIER: Gemserv Ltd

SUPPLIER ADDRESS: 2nd Floor,

77Gracechurch Street,

London,

EC3V 0AS

REGISTRATION NUMBER: 04419878

DUNS NUMBER: 42-432-2340

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated Wednesday 24th April 2024.

It's issued under the DPS Contract with the reference number RM6313 for the provision of BE24052 - Heat Network Technical Assurance Scheme (HNTAS) Shadow Service Provider.

DPS FILTER CATEGORY(IES):

Product or Service >

Heat networks, space heating and domestic heating & cooling

- Design and Feasibility Study
- Installation
- Servicing, Maintenance and Support
- Decommissioning
- Purchase only
- End to end service

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract: None

CONTRACT STRUCTURE OPTIONS

The following Parts of this Order Form apply to the Order Contract. Any unchecked Parts **do not** apply to the Order Contract:

Part A (DPS Core Terms Order Contract)	Ξ
Part B (Industry Terms Order Contract)	
Part C (Updates to Industry Terms Order Contracts)	

ORDER FORM PART A

DPS CORE TERMS ORDER CONTRACT

This Part A shall apply only if selected in the Contract Structure Options section above.

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:

- This Order Form including the Order Special Terms and Order Special Schedules.
- Joint Schedule 1 (Definitions and Interpretation) RM6313
- DPS Special Terms
- The following Schedules in equal order of precedence:
 - Joint Schedules for RM6313
 - 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) including Annex 5 Optional Terms for Bronze Contracts
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

- Order Schedules for BE24052
 - 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 9 (Security)
 - Order Schedule 20 (Order Specification)
- CCS Core Terms (DPS version) v1.0.3
- Joint Schedule 5 (Corporate Social Responsibility) RM6313
- 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 START DATE: Friday 26th April 2024

ORDER EXPIRY DATE: Monday 30th June 2025

ORDER INITIAL PERIOD: 14 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 £1,384,480.00

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

All invoices should be sent to <u>ap@uksbs.co.uk</u> or Department for Energy Security and Net Zero (DESNZ), 3-8 Whitehall Place, London, SW1A 2EG.

A copy of the invoice should also be sent to the Project Manager

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY



BUYER'S SECURITY POLICY

Securitypolicyframework-GOV.UK(www.gov.uk)

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

Weekly

PROGRESS MEETING FREQUENCY

Every 2 weeks

KEY STAFF

KEY SUBCONTRACTOR

Fair Heat Ltd

COMMERCIALLY SENSITIVE INFORMATION

N/A

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)