



Department for
Business, Energy
& Industrial Strategy

Order Form

ORDER REFERENCE: con_3152

THE BUYER: The Secretary of State for the Department for
Business, Energy and Industrial Strategy

BUYER'S ADDRESS: 1 Victoria Street, London, SW1H 0ET, United
Kingdom

THE SUPPLIER: Gemserv Limited

SUPPLIER ADDRESS: 8 Fenchurch Place, London EC3M 4AJ

REGISTRATION NUMBER: 04419878

DUNS NUMBER: 424322340

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 16th November 2022.

This Order Form is issued under the DPS Contract with the reference number RM6172 for the provision of grant administration services in furtherance of the Heat Network Efficiency Scheme.

DPS FILTER CATEGORY:
Full Programme Management

DPS Ref: RM6172

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ITT ISSUE OF THE ORDER
CONTRACT

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 set out in Order Schedule 24.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6172**.
3. Order Schedule 24 (Special Terms).
4. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6172**

- 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);
- Joint Schedule 8 (Guarantee) - **NOT USED**;
- Joint Schedule 9 (Minimum Standards of Reliability) – **NOT USED**;
- Joint Schedule 10 (Rectification Plan);
- Joint Schedule 11 (Processing Data); and
- Joint Schedule 12 (Supply Chain Visibility).

- Order Schedules for **RM6172**

- Order Schedule 1 (Transparency Reports);
- Order Schedule 2 (Staff Transfer);
- Order Schedule 3 (Continuous Improvement);
- Order Schedule 5 (Pricing Details);
- Order Schedule 6 (ICT Services) – **NOT USED**;
- 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 11 – **NOT USED**;
- Order Schedule 12 (Clustering) - **NOT USED**;
- Order Schedule 13 (Implementation Plan and Testing);
- Order Schedule 14 (Service Levels);
- Order Schedule 15 (Order Contract Management);
- Order Schedule 16 (Benchmarking) – **NOT USED**;
- Order Schedule 17 (MOD Terms) – **NOT USED**;
- Order Schedule 18 (Background Checks);
- Order Schedule 19 (Scottish Law) – **NOT USED**;
- Order Schedule 20 (Order Specification);

- Order Schedule 22 – **NOT USED**;
- Order Schedule 21 (Northern Ireland Law) – **NOT USED**; and
- Order Schedule 23 (Secret Matters) – **NOT USED**.

5. CCS Core Terms (DPS version) v1.0.1

6. Joint Schedule 5 (Corporate Social Responsibility) **RM6172**.

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 Special Terms set out in Order Schedule 24 (Special Terms) are incorporated into this Order Contract.

ORDER START DATE: 16th November 2022

ORDER EXPIRY DATE: 31st March 2026

ORDER INITIAL PERIOD: 3 Years and 136 days

ORDER OPTION EXTENSION PERIOD: N/A

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

[REDACTED]

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:

- Variation Procedure; and
- Specific Change in Law.

REIMBURSABLE EXPENSES:

None

PAYMENT METHOD:

Bank Transfer to account confirmed by the Supplier on its invoice.

BUYER'S INVOICE ADDRESS:

[REDACTED]

1 Victoria Street, SW1H 0ET

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

Contract manager

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY:

Not used.

BUYER'S SECURITY POLICY:

HMG Security Policy Framework, Version 1.1 – May 2018, available online at:

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

SUPPLIER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

Programme Director

[REDACTED]

SUPPLIER'S CONTRACT MANAGER:

[REDACTED]

Programme Director

[REDACTED]

PROGRESS REPORT FREQUENCY

Monthly

All references in this Order Contract to Progress Reports shall be construed as a reference to Performance Monitoring Reports.

PROGRESS MEETING FREQUENCY

During the Implementation Period - weekly

From the Actual Milestone Date - bi-weekly

All references in this Order Contract to Progress Meetings shall be construed as a reference to Performance Monitoring Meetings.

KEY STAFF:

[REDACTED] – Programme Director
[REDACTED] – Programme and Exit Manager
[REDACTED] – Project Management Office
[REDACTED] – Business Development Lead
[REDACTED] – Applicant Support and Relationship
Management Lead
[REDACTED] – Grant Funding Lead

All of Gemserv Limited, 8 Fenchurch Place, London, EC3M 4AJ

KEY SUBCONTRACTOR(S):

[REDACTED] of [REDACTED] – Application Assessment Lead

E-AUCTIONS:

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	From the Effective Date	Order Schedule 4 (Order Tender)	From the Order Start Date up to and including the End Date of the Order Contract.
2	From the Effective Date	Order Schedule 5 (Pricing Details) – Annexes to the Pricing Schedule	From the Order Start Date up to and including the End Date of the Order Contract.
3	From the Effective Date	Order Schedule 4 (Key Supplier Staff)	From the Order Start Date up to and including the End Date of the Order Contract.
4	From the Effective Date	Order Schedule 13 (Implementation Plan and Testing) – Implementation Plan	Two (2) years from the Order Start Date.
5	From the Effective Date	Personal and contact information for members of the Supplier.	From the Order Start Date up to and including the End Date of the Order Contract.
6	From the Effective Date	Key Sub-Contract(s).	From the Order Start Date up to and including the End Date of the Order Contract.

7	From the Effective Date	Personal and contact information for members of the Investment Committee	From the Order Start Date up to and including the End Date of the Order Contract.

SERVICE CREDITS

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

[REDACTED]

[REDACTED]

100

100

Age Group	Percentage
18-24	85%
25-34	75%
35-44	65%
45-54	55%
55-64	45%
65-74	35%
75-84	25%
85+	15%

SOCAL VALUE PERFORMANCE INDICATORS

The Buyer and the Supplier acting reasonably and in good faith shall, twenty (20) Working Days of the Order Start Date agree the terms of two social value performance indicators. The Buyer and the Supplier acknowledge and agree that such performance indicators shall not attract Service Credits.

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:	

Signature Area

Organisation Name:
Department for Business, Energy & Industrial
Strategy


Role/Title:
Project Director for Biomethane and Heat
Networks

Name:


Signature:

Organisation Name:
Gemserv Ltd

Role/Title:
Programme Director

Name:


Signature: