

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: Jaggaer Project: **64321**

THE BUYER: **THE SECRETARY OF STATE FOR WORK AND PENSIONS** acting as part of the Crown

BUYER ADDRESS Caxton House, Tothill Street, London, SW1H 9NA

THE SUPPLIER: Ultra EVC Limited

SUPPLIER ADDRESS: 80 Fenchurch Street, London, EC3M 4BY

REGISTRATION NUMBER: 03021356

DUNS NUMBER: **Redacted**

DPS SUPPLIER REGISTRATION SERVICE ID: **Redacted**

DPS FILTER CATEGORY(IES):

Buyer Funded (Purchase or Lease) – Products & Services

- Consultancy and Feasibility Services
- United Kingdom

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) for Dynamic Purchasing System with DPS Ref: RM6213
3. The following Schedules in equal order of precedence:
 - Joint Schedules for Dynamic Purchasing System with DPS Ref: RM6213
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)

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- Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for Jaggaer Project Number 64321
 - 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 14 (Service Levels)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) (as modified by the Addendum to Core Terms in respect of the Order Contract)
 5. Joint Schedule 5 (Corporate Social Responsibility) for Dynamic Purchasing System with DPS Ref: RM6213
 6. 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:

The terms set out in Order Special Schedule 1.

The following Order Special Schedules are incorporated into this Order Contract:

Order Special Schedule 1 – Order Special Terms

Order Special Schedule 2 – Security

Order Special Schedule 3 – Form of Ethical Wall Agreement

ORDER START DATE: 18th October 2021

ORDER EXPIRY DATE: 31 March 2022

ORDER INITIAL PERIOD: the period commencing on the Order Start Date and ending on the Order Expiry Date (both dates inclusive)

ORDER OPTIONAL EXTENSION

PERIOD: 6 months

DELIVERABLES

DPS Ref: RM6213
Project Version: v3.0
Model Version: v1.1

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 £209,962.74

ORDER CHARGES

The Buyer shall pay to the Supplier a sum in respect of each Site (as defined in Order Special Schedule 1 (Order Special Terms)) in respect of which a Feasibility Study is Delivered (the “**Charge per Site**”) in the amount of the “Fixed Price Per Site”, being the figure set out as such in the “Tab 1 Price Schedule” section of Order Schedule 5 (Pricing Details).

The Supplier shall be entitled to raise an invoice in respect of the relevant Feasibility Study on or at any time following Delivery of that Feasibility Study. For the avoidance of doubt, a Feasibility Study will be Delivered only when confirmed and accepted by the Buyer in writing. In the event that a Feasibility Study is rejected by the Buyer, the Supplier shall correct the Feasibility Study and shall re-submit a revised Feasibility Study to the Buyer.

If the Buyer instructs the Supplier to proceed with Feasibility Studies following the Pilot Feasibility Study, the Supplier shall pay to the Buyer the applicable rebate in respect of those Sites in respect of which a Feasibility Study is Delivered, as set out in the “Tab 3 Rebate” section of Order Schedule 5 (Pricing Details) (the “**Rebate**”). The Supplier shall pay the Rebate to the Buyer upon raising its invoice in respect of the last Feasibility Study which it has been instructed by the Buyer to Deliver or, if sooner, upon termination or expiry of the Order Contract.

The costs of implementing any proposed Variation and the ongoing costs required by a proposed Variation when implemented shall be calculated (including for the purposes of any Impact Assessment) using the rates set out in the “Schedule of Rates” section of Order Schedule 5 (Pricing Details), to the extent that those costs relate to the resources referred to in that section. To the extent that those costs do not relate to the resources referred to in the “Schedule of Rates” section of Order Schedule 5 (Pricing Details) they shall be valued on a fair basis.

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 (in accordance with Clause 24).

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Authority shall pay all sums by direct credit transfer into a suitable bank account or by other electronic payment methods as appropriate, as set out in the Order Special Terms.

BUYER'S INVOICE ADDRESS:

Redacted

BUYER'S AUTHORISED REPRESENTATIVE

Redacted

Redacted

BUYER'S ENVIRONMENTAL POLICY

HM Government's [25 Year Environmental Plan](#) and [Greening Government Commitments](#)

BUYER'S SECURITY POLICY

Appended at Order Special Schedule 2

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted

SUPPLIER'S CONTRACT MANAGER

Redacted

PROGRESS REPORT FREQUENCY

Weekly on the 1st Working Day of each week

PROGRESS MEETING FREQUENCY

Monthly on the 1st Working Day of each month

KEY STAFF

Redacted

Redacted

KEY SUBCONTRACTOR(S)

Not applicable

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

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SERVICE CREDITS

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

The Service Credit Cap is: Not applicable.

The Service Period is 28 days, the first Service Period commencing with the day on which the Buyer instructs the Supplier to proceed under paragraph 3.1.1 of Order Special Schedule 1 (following Delivery to the Buyer of the Pilot Feasibility Study (as defined in that Schedule).

A Critical Service Level Failure is: not used.

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:	Redacted	Signature:	Redacted
Name:	Redacted	Name:	Redacted
Role:	Commercial &Ops Director	Role:	Projects Category lead
Date:	18/10/21	Date:	18/10/21