



## **DPS Schedule 6 (Order Form Template and Order Schedules)**

### **Order Form**

ORDER REFERENCE: Defra Bravo 37243

THE BUYER: The Department for Environment, Food and Rural Affairs

BUYER ADDRESS Nobel House. Smith Square. London. SW1P 3JR

THE SUPPLIER: Grant Thornton UK LLP

SUPPLIER ADDRESS: Melton Street, London, NW1 2EP

REGISTRATION NUMBER: OC307742

DUNS NUMBER: if known

DPS SUPPLIER REGISTRATION SERVICE ID: if known

### **APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated date of issue. It's issued under the DPS Contract with the reference number DPS Contract Reference number for the provision of name of goods and services.

### **DPS FILTER CATEGORY(IES):**

#### **Subject Area**

- Business transformation and change,
- Financial services,
- Regulated industries / markets / services,
- Economics (appraisal and behavioural economics),
- Financial advice and guidance,
- Pensions, Central Government,

#### **Research Methods**

- Financial analysis (incl. cost-benefit analysis, return on investment analysis),
- Risk analysis
- Mixed Method (qualitative and quantitative)
- Value for Money Evaluation

#### **Location**



England

## 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) DPS Contract reference number RM6126
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for DPS reference number
    - 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)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Order Schedules for Order reference number
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details)
    - 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 15 (Order Contract Management)
    - Order Schedule 16 (Benchmarking)
    - 
    - Order Schedule 18 (Background Checks)
    - 
    - Order Schedule 20 (Order Specification)
    -
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) DPS Contract reference number
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: None



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ORDER START DATE: 8<sup>th</sup> Nov 2022

ORDER EXPIRY DATE: 31<sup>st</sup> Mar 2023

ORDER INITIAL PERIOD: Five months

#### DELIVERABLES

Option B: 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.

#### ORDER CHARGES

Option B: See details in Order Schedule 5 (Pricing Details)

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

30 days when the invoice correctly submitted

#### BUYER'S INVOICE ADDRESS:

XXXXXXXXXX

Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by Defra.

#### BUYER'S AUTHORISED REPRESENTATIVE

#### BUYER'S ENVIRONMENTAL POLICY

n/a

#### BUYER'S SECURITY POLICY

Standard HMG Security framework

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

#### SUPPLIER'S CONTRACT MANAGER



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**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**KEY STAFF**

**KEY SUBCONTRACTOR(S)**

name (registered name if registered)

**E-AUCTIONS**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable



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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Via bravo workflow	Signature:	Via bravo workflow
Name:		Name:	
Role:		Role:	
Date:		Date:	



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### Order Schedule 5 (Pricing Details)

Activity / Milestone Description	Price
Completion of quantitative analysis (subject to DEFRA review)	
Completion of qualitative analysis (subject to DEFRA review)	
Provision of skeleton draft of the FBC (subject to DEFRA review)	
Delivery of final FBC (subject to DEFRA review)	
<b>Total Fixed Tender Price (total of the above)</b>	

Job Title:	Engagement Review	Engagement Lead	Economics case lead	Business case support	FM Specialist support		Total days per activity:	Total cost per activity:
	Partner/Director (Grant Thornton)	Associate Director (Grant Thornton)	Associate Director (Grant Thornton)	Assistant Manager	Associate Director (Mott MacDonald)			
Rate per day:								
Completion of quantitative analysis								
Completion of qualitative								



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ve analysis								
Provisio n of skeleton draft of the FBC								



Order Schedule 20 (Order Specification)

**Same as the Appendix 3 SCOPE published within the ITT**

**Overview:**

Support to complete the Economic Case as part of the Full Business Case (FBC) and lead on the coordination of the other 4 cases to provide a His Majesty's Treasury (HMT) Green Book compliant FBC in line with project governance timetable and project objectives.

Defra's current two Facilities Management (FM) contracts for workplaces across core Defra, the Environment Agency (EA) and the Science estate end in 2024. The Workplace and Facilities Management (WP&FM24) project aims to re-procure these services under a single contract operated by Defra Corporate Services. This is a transformation project, where Defra is reviewing their current FM requirements, implementing a new Intelligent Client Function and Target Operating Model, merging two contracts into one and addressing legacy issues.

The Strategic Outline Case (SOC) and Outline Business Case (OBC) have been successfully completed and approved by the appropriate Defra, Cabinet Office (CO) & HMT governance boards. The project has issued an ITT for the procurement of a WP&FM services provider and this process is targeted to be completed in late January 2023. The current project plan then anticipates a 3-month governance window to secure FBC approval in April/May 2023.

A key element of the project timetable is the 2 go live dates of 1st Feb 2024 for the DfT element of the current model and the 1st April 2024 for the Defra element. Both these dates have 'fixed' elements to them. The legal aspect of moving them to the right would bring legal and/or financial risk to Defra. At the same time the project has been set a minimum 9-month mobilisation period by the operations team. To manage this timeline the project has set itself a critical milestone of completion of the FBC and any associated processes/dependencies by end of March 2023 from which mobilisation can start in April 2023.

To achieve the overview set out above, the project is seeking external support to address the capability gap within the project team on the specific economic element of the FBC and drive completion of the whole FBC to meet the required milestones

Defra are seeking support in 2 stages.

Stage 1 – Scoping and development of an FBC plan to align to the as is position and project plan

Stage 2 – Delivery of the plan

**Desirable actions to be performed:**

There are 6 core outcomes to be achieved

1. The Economic Case is completed to Defra, Green Book, and project requirements
2. The FBC aligns with the OBC and reads as a coordinated document
3. Briefing packs are available for engagement sessions with CO/HMT/Defra senior stakeholders (Investment Committee) as the FBC is developed
4. There is a defined plan and methodology for the project team to adopt in completion of the FBC



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5. Revisions to the FBC are completed post the Defra internal Red Review
6. The FBC completion milestones are met

The table below sets out defined deliverables, success criteria, dates and ownership:

<b>Deliverable</b>	<b>Success Criteria</b>	<b>Milestone / Date</b>	<b>Owner (who in the delivery team?)</b>
Development of an FBC completion project plan (Stage 1)	Plan written, aligned with master project plan and 'as-is' position. Plan includes a risk matrix and contingency plan Plan demonstrates achievement of HMT Green Book and Defra Red review requirements	Agreed intervals and final sign off	Service Provider & Project PMO
HMT/CO/Defra stakeholder briefing schedule diarised (Stage 2)	Attendees ToR and target outcomes agreed with Defra project team  Briefing sessions outputs documented and recorded	Agreed intervals and final sign off	Service Provider & Project Director & SRO
FBC core messaging 'golden thread' document developed and FBC contributors/authors briefed' (Stage 2)	Client agreed messages and 'FBC author guide'	Agreed intervals and final sign off	Service Provider & Project Director & SRO
Completed FBC for red review (Stage 2)	FBC submitted to Red team within time parameters and stated format	Agreed intervals and final sign off	Service Provider & Project Director & SRO
Completed FBC post red review (Stage 2)	FBC revised and submitted to HMT inline with process and time requirements	Agreed intervals and final sign off	Service Provider & Project Director & SRO
Lessons learnt & knowledge transfer report (Stage 2)	Completed report and briefing to relevant stakeholders	Agreed intervals and final sign off	Service Provider & Project Team plus

			required stakeholders
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### **Project Management:**

It is expected that following the project initiation meeting, regular contact will take place between the Supplier and DEFRA by telephone, email and face to face meetings. The frequency of contact will be agreed at the project inception meeting, however weekly project update meetings are required especially during the initial stages of the project and then a minimum requirement of every week.

The Supplier is required to provide a written update to DEFRA on the FBC support for WP&FM24 Project 's progress, flag any emerging issues and risks and updates regarding the WP&FM24 Project itself and quality assurance (as and when applicable).

The Supplier is also required to provide feedback of emerging findings and key lessons during the course of the WP&FM24 Project on a frequent basis. The format of how this will be presented will be agreed upon contract commencement.

If a consortium bid is submitted, the Supplier is required to explain any relevant lines of responsibility among consortium members, and proposed arrangements for management and liaison with the DEFRA project managers.

Alongside this, we would need the successful supplier to produce a method for tracking progress following notification of the bid being successful. This could be in the form of a GANTT chart, highlighting how the supplier will meet the timelines associated with this project. This will be referred to in weekly progress meetings and milestone meetings.

### **Location:**

Project management meetings will be held either in person or via video conference / telephone. Location of in person meet will be confirmed nearer the time.

### **Budget:**

while not the only criteria, pricing is a key element of our evaluation criteria. It should be noted that this budget excludes any contract extensions.

Prices must be inclusive of all fees, costs and expenses, and exclusive of VAT.

### **Ethical Conduct:**

The Supplier must have a clear approach for ensuring that the work is compliant with relevant ethical codes of conduct, as the Supplier is responsible for the ethical conduct of the WP&FM24 Project . The Supplier is required to set out any potential ethical issues presented by the WP&FM24 Project along with details of the arrangements for ethical scrutiny to ensure the day-to-day management of these risks. The Supplier will need to clearly explain how the information they provide will be stored, reported and protected and inform DEFRA if this changes.



The Supplier must obtain consent from participants that makes it clear to participants that their data will be shared and used for WP&FM24 Project purposes.

#### **Data Security:**

The Supplier is required to implement appropriate arrangements for data security at all times. Such procedures must meet the standards outlined in the framework terms and conditions, General Data Protection Regulation and the Data Protection Act.

Processes should be in place to safeguard against data loss, including appropriate risk management procedures.

The Supplier should confirm that such procedures will be implemented and outline the technical measures to be put in place to meet such requirements.

#### **Risks:**

The Supplier is required to identify and assess the risks associated with undertaking the FBC support for the WP&FM24 Project, and propose how these may be managed and overcome. The Supplier will develop and manage a full risk register.

#### **Quality assurance**

The Supplier will be required to undertake appropriate, independent quality assurance of all deliverables and guarantee the accuracy of all outputs to DEFRA. This could for example be carried out by an external academic.

The Supplier will be required to provide details of the quality assurance procedures they have in place in their bid. During the project, it will also be required to detail what quality assurance processes they have undertaken to provide FBC support for the WP&FM24 Project.

#### **Expenses statement**

Defra Group overarching contract rates include expenses for any travel to/from any UK location defined by the Business Area as the base office for the work. Only expenses for travel at the Business Area's request from this base can be charged. If appropriate, define permissible expenses to be charged.

#### **Payment**

The Supplier should invoice fees monthly in arrears. Defra Group will reimburse fees monthly on confirmation of approval of work delivered by the Business Area. The Supplier will keep an accurate record of time spent by staff in providing the services and provide this information and supporting narrative, if requested.

#### **Governance and reporting**

Business Area to outline governance and report requirements.

As part of the Call-Off Contract, the Supplier and Business Area agree to provide reporting on the following:



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- Completion of the time tracker on a monthly basis, to track days worked by our Service Providers.
- At least bi-weekly formal progress reporting and future activity planning
- Reporting of progress to the WP&FM24 PMO as required

### **Service levels and performance**

DEFRA will measure the quality of the Supplier's delivery by:

- Ability to respond to all queries within 2 working days. For example responding to emails, providing project updates and providing ad-hoc data and project information.
- The quality of the Supplier's delivery against achievements of key milestones. Milestones dates are indicative and will be agreed between the DEFRA and the Supplier during project initiation.

These key milestones are material to the Contract and on-time delivery is of the essence.

### **Key Performance Indicators**

Overarching framework KPI's will stand as applicable.

Business Area and Supplier to agree any specific key performance indicators related to this specific project engagement. To be developed with the project team within the first 2 weeks of starting the project.

KPI	KPI Requirement	Description	Reporting Frequency	Who Measures	Method of Measurement	Performance Target
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1	Timely Delivery	The Service Provider meets the project's milestones	Bi-weekly	Defra	Bi-weekly report	Completion and submission of the report on agreed dated
2	On budget	The contract is delivered on budget	Monthly	Defra	Monthly Invoices	Invoices match the quote

### Feedback and satisfaction

Business Area and Supplier to agree regular reporting intervals for the duration of the engagement.

Defra Group reserves the right to hold review meetings during the assignment, discussing what went well, opportunities for improvement on future assignments and similar. This will incorporate any 'Show and Tell' documentation or transferable products that have been produced.

A post-engagement quality review of the engagement will be arranged where the Business Area rates the services provided.

### Non-disclosure agreements

The appointed provider will be required to sign the NDA provided by Defra.

## 6. Exit management

**The agreed actions and deliverables by the Supplier for when the contract ends are as follows:**

1. A fully completed lessons learnt report.
2. A copy of all FBC versions and briefing packs are collated and filed as required by the client.
3. A knowledge transfer process has been completed.



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## **Notice period**

The nature of these engagements require that Defra Group have the ability to terminate an engagement with notice. Defra Group's termination rights for this engagement are marked below.

The minimum notice period for termination is 5 working days regardless of engagement duration.

