

## Order Form

### Framework agreement reference:

<b>Date of order</b>	01/02/2021	<b>Order Number</b>	[ecm_60688 ] To be quoted on all correspondence relating to this Order
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#### FROM

<b>Customer</b>	[Department for Environment, Food and Rural Affairs	<b>"Customer"</b>
<b>Customer's Address</b>	[Nobel House, 17 Smith Square, SW1P 3JR ]	
<b>Invoice Address</b>	[Shared Services Connected Limited, ]	
<b>Contact Ref:</b>	Name: [ ] Address: [Horizon House, Deanery Road, Bristol, BS1 5AH ] Phone: [ ] e-mail: [ ] Fax: [ ]	

#### TO

<b>Supplier</b>	[KPMG LLP ]	<b>"Supplier"</b>
<b>Supplier's Address</b>	[15 Canada Square, Canary Wharf, London, SE14 5GL ]	
<b>Account Manager</b>	Name: [ ] [ ] [ ] Fax: [ ]	

#### GUARANTEE

<b>Guarantee to be provided</b>	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

<b>[Parent Company</b>	[ ]	<b>"Guarantor"</b>
<b>Parent Company address</b>	[ ]	
<b>Account Manager</b>	Name: [ ] Address: [ ] Phone: [ ] e-mail: [ ] Fax: [ ]	

<b>1. TERM</b>
<b>(1.1) Commencement Date</b>
01/02/2021
<b>(1.2) Expiry Date</b>
The Contract shall expire on the date which is [5 ] Months after the Commencement Date – 31/07/2021

**2. GOODS AND SERVICES REQUIREMENTS****(2.1) Goods and/or Services****Service Profile**

Supporting the development of the Finance and Management Case of the SOBC and progressing to the OBC – specifically;

- 1) Performing a detailed and complex financial baselining exercise on current plus potential delivery models;
- 2) Supporting critical assessment and analysis of the future service delivery models (incl. indicative cost estimates);
- 3) Ongoing stakeholder engagement (ALBs, SCAH Programme, Finance and Commercial); and,
- 4) High-level development of project delivery strategy to FBC

The SOC/OBC HMT Process commenced formal governance proceedings on 28 September 2020.

**Skills required**

- Access to expertise and experience otherwise not widely available within Defra, including Treasury negotiation experience.
- Access to detailed modelling techniques and subsequent cost analysis – skills and techniques not widely available/accessible internally.
- Facilitate stakeholder buy-in.
- Workplace and FM solutioning skills and service model delivery development.
- SCAH programme as a clear dependency on the WP&FM Project.
- Advise on how to engage with HMT in the best possible way, supported by a strong evidence base, and to respond to challenges raised by stakeholders during HMT negotiations.

**Transfer of knowledge and skills back into the business**

Continue to enrich Defra team's understanding of the issues that need to be considered in the HMT Approvals process, five-part business cases in general and the strategic and financial cases in particular

**Minimum Order Value** **£592,318.00**

**Optional Services**

**Collection recycling** and ☐

**Paper catalogue** ☐

**Secure Collection** ☐

<p><b>(2.2) Premises</b></p> <p>[ Work to be performed remotely due to COVID19 restrictions]</p>
<p><b>(2.3) Lease/ Licenses</b></p> <p>[ N/A ]</p>
<p><b>(2.4) Standards</b></p> <p>Not applicable to this contract</p>
<p><b>(2.5) Security Requirements</b></p> <p><b>Security Policy</b></p> <p>N/A</p> <p><b>Additional Security Requirements</b></p> <p>N/A</p> <p><b>Processing personal data under or in connection with this contract</b></p> <p>[NO]</p>
<p><b>(2.6) Exit Plan (where required)</b></p> <p>This is a finite need for support and should not be further extended</p>
<p><b>(2.7) Environmental Plan</b></p> <p>Not applicable to this contract</p>

<p><b>3. SUPPLIER SOLUTION</b></p>
<p><b>(3.1) Supplier Solution</b></p> <p>[ <input type="checkbox"/> Delivery of Five Case Model Business Case to assist with Defra's SR21 bid ]</p>
<p><b>(3.2) Account structure including Key Personnel</b></p> <p>Key Personnel: [ <span style="background-color: black; color: black;">[REDACTED]</span> – Defra group Property  <span style="background-color: black; color: black;">[REDACTED]</span> – Defra group Commercial ]</p>
<p><b>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</b></p>

[ N/A ]
<b>(3.4) Outline Security Management Plan</b>  As set out below:  [ ]
<b>(3.5) Relevant Convictions</b>  A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided
<b>(3.6) Implementation Plan</b>  N/A

<b>4. PERFORMANCE QUALITY</b>				
<b>(4.1) Key Performance Indicators</b>  [ As previously agreed ]				
<b>(4.2) Service Levels and Service Credits – Not Used</b>  When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:				
Service Level	Description	Service Credit Calculation	Critical Failure	Service
If the level of performance of the Supplier during the Contract Period:  (i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or  (ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.  <i>[Guidance: It is intended that the definition of critical service failure should link to a specified threshold of service level performance. The intention is to provide certainty over what level of service would trigger a termination right. If you wish to include such a concept then the definition above should be populated with relevant thresholds.]</i>				

<b>5. PRICE AND PAYMENT</b>

**(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))**

£592,318.00

**(5.2) Invoicing and Payment**

The Supplier shall issue invoices [monthly] in arrears. The Customer shall pay the Supplier within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

**6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES**

**(6.1) Supplemental requirements**

**Intellectual Property**

1. The Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services.

2. The Supplier hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence to use, modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in any Key Provisions and/or in the Specification and Tender Response Document, the Authority shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, matter or any other output supplied to the Authority in any format as part of the Services.

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the [REDACTED] and by signing below agree to be bound by the terms of this Contract.

**For and on behalf of the Supplier:**

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	26 March 2020

**For and on behalf of the Customer:**

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	31 March 2021