#### STRATEGIC RESEARCH & ECONOMIC ANALYSIS FRAMEWORK

OJEU ref: 2020/S 132-325151

#### APPOINTMENT OF CONSULTANT

#### INSTRUCTION

| Date | 05/07/2024 | Ebbsfleet   | EDC_5003_0092              |
|------|------------|-------------|----------------------------|
|      |            | Development | To be quoted on all        |
|      |            | Corporation | correspondence relating to |
|      |            | Reference   | this Instruction           |
|      |            | Number      |                            |
|      |            |             |                            |
|      |            |             |                            |
|      |            |             |                            |

The Consultant entered into a contract dated 17 March 2021 with Homes England whereby it was appointed as a consultant on the Strategic Research and Economic Analysis Framework (the "Framework Contract").

Ebbsfleet Development Corporation is a Public Sector Body under the Framework Contract.

The Public Sector Body and the Consultant acknowledge and agree that this document is to be treated as an "Instruction" from the Public Sector Body under and for the purposes of the Framework Contract.

The Consultant agrees to supply to the Public Sector Body the Services specified below on and subject to the terms and conditions of this Instruction and the Framework Contract.

Unless otherwise defined in this Instruction, terms used in this Instruction shall have the meaning given to them in the Framework Contract.

### The Employer

Ebbsfleet Development Corporation is the Public Sector Body.

In so far as they relate to the appointment of the Consultant to provide the Services all references to Homes England in the Framework Contract shall also be deemed to be references to the Public Sector Body for the purposes of the Instructions and the Framework Contract.

## **PUBLIC SECTOR BODY DETAILS**

| Public | Sector | Ebbsfleet Development Corporation |
|--------|--------|-----------------------------------|
| Body   |        |                                   |
|        |        |                                   |
|        |        |                                   |

| Public Sector<br>Body's Address | The Observatory, Castle Hill Drive, Castle Hill, Ebbsfleet, Kent, DA10 1EE                                |  |
|---------------------------------|---|--|
| Invoice Address                 | 1EE   |  |
|                                 | Email: accounts@ebbsfleetdc.org.uk  |  |
| Contact:                        | Name: xxxxxxxxx<br>Address: The Observatory, Castle Hill Drive, Castle Hill,<br>Ebbsfleet, Kent, DA10 1EE |  |
|                                 | Phone: 0303 444 2586  |  |
|                                 | e-mail: xxxxxxxx@ebbsfleetdc.org.uk   |  |

## **CONSULTANT DETAILS**

| Consultant              | AMION Consulting ("Consultant")   |
|-------------------------|---|
| Consultant's<br>Address | Winslow House, Rumford Court, 16 Rumford Place, Liverpool, L3 9DG   |
| Contact:                | Name: xxxxxxxxxx  Address: Winslow House, Rumford Court, 16 Rumford Place, Liverpool, L3 9DG  Phone: 0151 227 5563  e-mail: xxxxxxxxx@amion.co.uk |

#### 1. INSTRUCTION PERIOD

## (1.1) Commencement Date

This Instruction shall commence on: 05/07/2024

### (1.2) Instruction Period

From the Commencement Date until end of March 2028.

#### 2. SERVICES REQUIREMENTS

The following Services shall be provided:

Services related to the technical evaluation and production of Business Cases, with particular focus on the Economic Case (both monetisable and non monetisable benefits, including social value) which meets HMT Green Book requirements. In particular, EDC wishes to appoint a supplier to support the development, submission and approval of Economic Business Cases for a number of projects across its Capital Investment Programme.

The successful bidder will be required to work with the EDC to assist in the development of the overall Business Case for each project, or project phase, and this will include activities from within the following list:

- Advice and guidance on the following, in support of project development:
  - Economic Analysis including benefit identification, benefit mapping, benefits analysis and the production of Benefit Cost Ratios (BCR);
  - Financial Analysis including Financial Modelling;
  - Business Case Strategy.
- Preparation of the Economic Case, including the production of a Benefit Cost Ratio (BCR), for all stages of the Business Case Process including; Strategic Outline Case (SOC), Outline Business Case (OBC) and Full Business Case (FBC);
- Input to and, where required, full drafting of, the Strategic, Commercial, Financial and Management Case; (across SOC, OBC and FBC levels);
- Full Business Case drafting across SOC, OBC and FBC if required.
- Support for Business Cases (SOC, OBC and FBC) through the EDC and Central Government governance processes including direct engagement with

Central Government departments, particularly Department for Levelling Up, Housing and Communities (DLUHC), HMT.

Provide training as required to EDC staff on Business Case development.

In addition, the successful bidder may be asked to assist in the development and drafting of overall organisational, 'programme level', Business Cases for the Corporation, feeding into and supporting engagement with EDC's sponsor department, DLUHC, as part of the Spending Review process.

Furthermore, the successful bidder may be asked to support other economic and financial assignments required to assist EDC fulfil its responsibilities as a Development Corporation. This could include matters in respect of the Corporate Plan or Business Plan, assessment of financial and/or business plans of third parties and other appropriate tasks.

In line with the financial approval thresholds, Business Cases (SOC, OBC and FBC) will be required to be submitted to EDC Board; the Department for Levelling Up, Housing and Communities (DLUHC), and Her Majesty's Treasury (HMT) as per the CDEL financial thresholds in **Table 1** below.

Table 1: EDC CDEL Financial Delegations

| Approval Level | Value    |
|----------------|----------|
| EDC Board      | 0-£10m   |
| DLUHC          | £10m-30m |
| DLUHC and HMT  | £30m     |

Any novel or contentious business cases below £30m will require DLUHC and HMT approval.

#### 3. DELIVERABLES

#### **Outcomes**

A 'work package' will be requested via email from the EDC to the Suppliers dedicated Account Manager. Unless there is a significant urgency to the 'work package' or it's just a day-to-day query, the Supplier will be expected to provide a proposal for the 'work package' including methodology, approach, proposed resources and time / cost allocation; within one week.

Once agreed, each 'work package' will be documented via the signing of an Order Instruction authorised by a Director on behalf of the Contracting Authority and the issuing of a Purchase Order (PO) number to the Supplier.

EDC will detail the key deliverables specific to each and every 'work package' issued as part of the contract, at the time a specific 'work package' is issued. The supplier will be required to deliver the services required, across the full term of the contract, specifically using in-house experienced staff.

The supplier will also be expected to provide the following:

- A dedicated account manager to oversee the life of the contract and to liaise and engage with the EDC Director of Development;
- A named social value lead; and,
- Regular liaison as required to fulfil the duties of Social Value between the EDC and the Suppliers Social Value Lead.

#### **Social Value**

The bidder will be required to deliver the Social Value offer, provided as part of the tender process.

## **Meeting Requirements**

Start-up meeting

An in person contract inception meeting (3hrs) will be held with the EDC Director of Development and the Suppliers named Account Manager.

Review meetings

A quarterly contract management meeting will be held between the supplier and the EDC Director of Development (via MS Teams).

| 4. RESOURCES  |
|---|
|   |
| (4.1) Staff of the Consultant to be involved in the provision of the Services |
| The following people will deliver the Services:                               |
| xxxxxxxxxxxxxxxxx   |
|   |
| (4.2) Resource Schedule   |
| Not applicable.   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
| (4.3) Sub-contractors to be involved in the provision of the Services         |
| Not applicable.   |
|   |
| (See clause 33 of the Framework Contract)                                     |

| 5. PROGRAMI     | ME |  |  |
|-----------------|----|--|--|
| Not applicable. |    |  |  |

## 6. FEE

## (6.1) RATES

| Grade  | Rates    |
|--|----------|
| Principal Consultant (substantial experience of at least 10 years' experience in regeneration/housing) | £xxxxxxx |
| Senior Consultant (at least 7 years' experience in regeneration/housing)                               | £xxxxx   |
| Consultant (at least 5 years' experience in regeneration/housing)                                      | £xxxxx   |
| Junior Consultant (minimum of 3 years' experience in regeneration/housing)                             | £xxxxxx  |
| Trainee Consultant (at least 1 year experience in regeneration/housing)                                | £xxxxx   |
| Graduate (less than 1 years' experience in regeneration/housing)                                       | £xxxxxx  |

## 7. INSURANCE AND LIABILITY

Insurance requirements and Consultant liability levels in relation to this instruction shall be as set out in the Framework Contract.

# 8. INVOICING AND PAYMENT Invoices in respect of the Instruction will only be processed for payment where: (a) they are for a relevant signed Order Instruction; (b) the Ebbsfleet Development Corporation name and Purchase Order Number are quoted on the invoice; invoiced in accordance with Schedule 2 of the Framework (c) Contract: and (d) the invoice is addressed to Ebbsfleet Development Corporation and sent by email to accounts@ebbsfleetdc.org.uk. A copy of the invoice must also be sent to the named EDC lead for the relevant 'work package' using the contact details in the relevant Order Instruction. Payment will be made to the Consultant by Ebbsfleet Development Corporation.

BY SIGNING AND RETURNING THIS INSTRUCTION THE CONSULTANT AGREES it is entering into a legally binding contract for the Consultant's appointment (the "Consultant Appointment Contract") with the Public Sector Body to provide the Services. The Consultant Appointment Contract incorporates and is subject to all of the terms and conditions contained in the Framework Contract as may be varied and/or amended by the other provisions of this Instruction and the provisions of the Framework Contract, the provisions of this Instruction shall prevail).

The Consultant and the Public Sector Body hereby acknowledge and agree that they have read this Instruction and the Framework Contract and by signing below agree to be bound by the terms of this Consultant Appointment Contract from the date appearing at the start of this Instruction.

#### For and on behalf of the Consultant:

| Name and Title | Graham Russell, Chief Executive |
|----------------|---------------------------------|
|                |                                 |
| Signature      |                                 |
|                |                                 |
|                |                                 |

# For and on behalf of the Public Sector Body:

| Name and Title | Ian Piper, CEO |
|----------------|----------------|
| Signature      |                |