

Order Form

Framework agreement reference:

Date of order	[01/04/2021]	Order Number	[ecm_61041] To be quoted on all correspondence relating to this Order
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FROM

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

TO

Supplier	[KPMG LLP]	"Supplier"
Supplier's Address	[15 Canada Square, Canary Wharf, London, SE14 5GL]	
Account Manager	Name: [] Address: [] Phone: [] e-mail: [] Fax: []	

GUARANTEE

Guarantee to be provided	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:


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

1. TERM
(1.1) Commencement Date
[01/04/2021]
(1.2) Expiry Date
The Contract shall expire on the date which is [12] Months after the Commencement Date – 31/03/2022

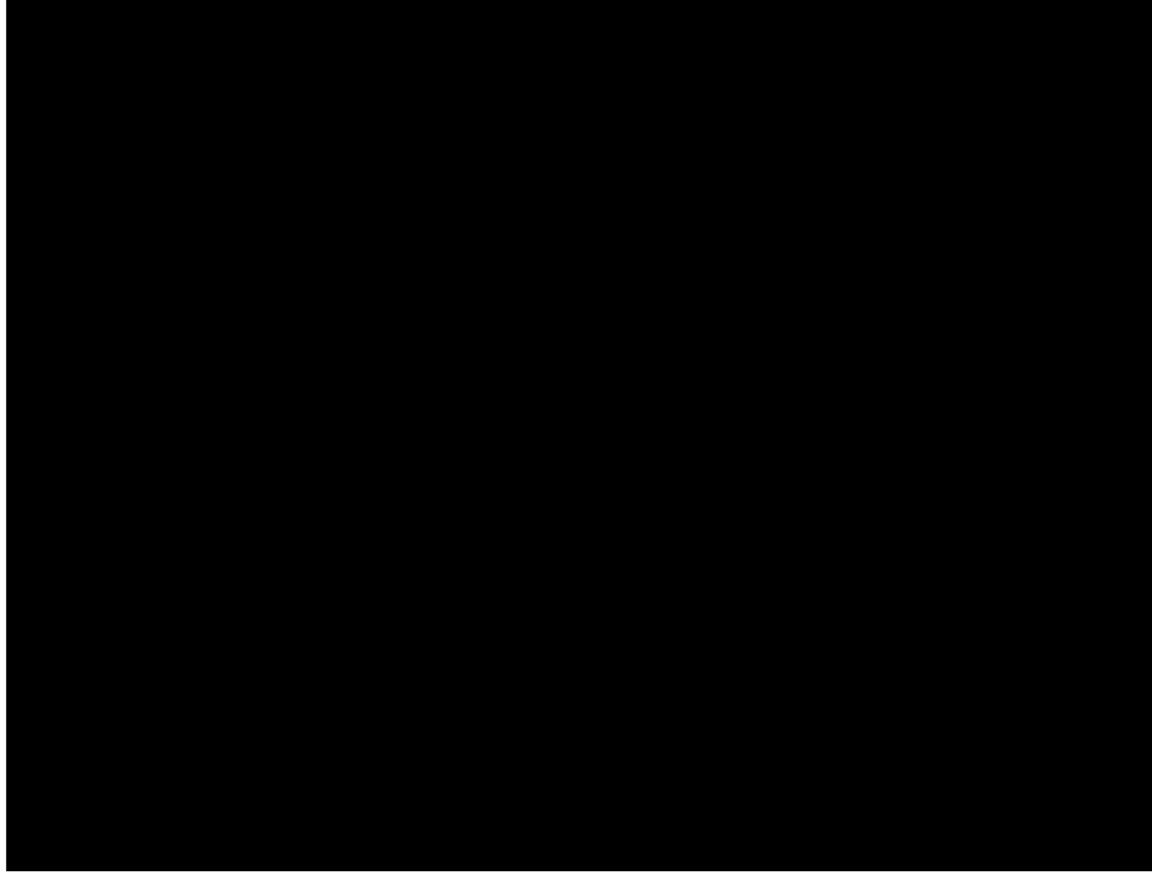
2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services**Scope**

SR21 bid covering Defra group Property and several of the Arms-Length Bodies (ALBs) - Core Defra; Environment Agency; Animal and Plant Health Agency; Royal Botanic Gardens, Kew; Natural England, National Nature Reserves; Forest Research; and Centre for Environment, Fisheries and Aquaculture Science; and others as required - in order to quantify capital spending over a multi-year period from 2022/23.

**Aims and objectives**

Defra requires flexible consultancy support (until the end of SR21 processes) including, but not exclusively, in the following areas:

- SR21 Estates Capital bid support:
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- Other ad-hoc support as required, such as editing existing cases in response to comments from senior Defra staff, responding to new evidence or new cases from the ALBs, attending meetings or presentations (including feeding into slide-decks) with Defra and/or ALB staff to discuss the cases
- Benefit analysis including monetised and non-monetised quantitative and qualitative benefits, NPVs, Returns on Investment, etc.
- Support the assessment of the impact of capital projects on the resource budgets and vice versa;
- Challenge capital projects to deliver resource bid 'flat-cash' or other fiscal constraint requirements, as necessary, and challenge capital bids which increase the resource
- Strategic Workplace and Property Plan and implementation:
 - Development of a single estates' strategy for the entire Defra group and approach to implementation.
 - Business case development for larger projects in terms of cost and benefit realisation
 - Smart working programme strategy and business case development.
- Workplace Design Guide:
 - Defra committed to publishing an update annually. A new Guide will need to show the impact of the pandemic on how we design every type of work site and will need to align with the 'blended work' proposal coming from Defra's Project Horizon board (Project Horizon was set up to consider and deal with the impact of COVID-19 on the Defra workforce's ways of working).
 - Whatever Defra agree needs to be embraced and fully utilised throughout Defra group in its entirety so there will be some blending of organisations and 'brands' which will require diplomatic handling.
- Sustainability Strategy:
 - A sustainable estates portfolio is a high priority for Defra group and articulate the benefits to our Executive Committee (ExCo), our ministers, and to HMT.
 - Support the writing and development of the sustainability strategy.
 - Agree definitions across the Defra group so that we are consistent with terminology and standards and they are also consistent with best practice across government.
 - Produce guidance and support to the implementation of new processes across the group.

Skills, knowledge and other criteria required

- Strategic environment scanning and ability to draw on diverse expertise as required.
- Strong financial skills and modelling of various property scenarios.
- Expertise in property market trends and ability to provide advice and strategies to optimise property and estate outcomes.
- Qualified economists with expertise in the development of robust benefits assessments for government in line with HM Treasury guidelines.
- Excellent knowledge of the HM Treasury spending review process, green book and five-part business cases guidelines.

- Ability to build excellent links to Defra's ALBs and encourage knowledge-sharing within tight timescales by being able to clearly interpret HMT's requirements into understandable language
- Ability to respond quickly to urgent requests in fast-moving process by bringing in extra staff at short notice and in unsocial hours

Deliverables and arrangements

The ultimate output Defra are aiming towards for SR21 is the Capital and Resource Evidence Notes for submission to HMT, together with any spreadsheets, documents, slide-decks and verbal representations that may accompany them. Other products would be any spreadsheets, documents, slide-decks and verbal representations required along the way for Defra's central bid team, Office of the Chief Economist, senior leadership team, Executive Committee, ministers and Secretary of State.

Transfer of knowledge and skills back into the business

Working with KPMG has increased the Defra team's understanding of the issues that need to be considered in an SR, five-part business cases in general and the strategic and financial cases in particular, though not to the extent that we can do without KPMG. Their questions and answer sessions with our Senior Leaders and Office of the Chief Economist has also been beneficial to our organisation.

Minimum Order Value **£900,000.00**

Optional Services

Collection and recycling ☐

Paper catalogue ☐

Secure Collection ☐

(2.2) Premises

[Work to be performed remotely due to COVID19 restrictions]

(2.3) Lease/ Licenses

[N/A]

(2.4) Standards

Not applicable to this contract

<p>(2.5) Security Requirements</p> <p>Security Policy</p> <p>[<input type="checkbox"/>]</p> <p>Additional Security Requirements</p> <p>[<input type="checkbox"/>]</p> <p>Processing personal data under or in connection with this contract</p> <p>[NO]</p>
<p>(2.6) Exit Plan (where required)</p> <p>This is a finite need for support and should not be further extended</p>
<p>(2.7) Environmental Plan</p> <p>Not applicable to this contract</p>

<p>3. SUPPLIER SOLUTION</p>
<p>(3.1) Supplier Solution</p> <p>[<input type="checkbox"/> Delivery of Five Case Model Business Case to assist with Defra's SR21 bid]</p>
<p>(3.2) Account structure including Key Personnel</p> <p>Key Personnel: [<input type="checkbox"/> – Defra group Property [<input type="checkbox"/> – Defra group Commercial]</p>
<p>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</p> <p>[N/A]</p>
<p>(3.4) Outline Security Management Plan</p> <p>As set out below:</p> <p>[]</p>

(3.5) Relevant Convictions

A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided

(3.6) Implementation Plan

N/A

4. PERFORMANCE QUALITY**(4.1) Key Performance Indicators**

[As previously agreed]

(4.2) Service Levels and Service Credits – Not Used

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.

[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.]

5. PRICE AND PAYMENT

(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))

[£900,00.00]

(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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	