



Your ref: Our ref: Date: 10/05/2021

# Award Notification of Intent: Framework Agreement for the Supply of Consultancy for Blue Planet Fund

Following your tender/ proposal for the supply of consultancy services for the development of a competitive fund to Defra, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Defra as the Authority and NIRAS-LTS International as the Supplier for the provision of the Services.

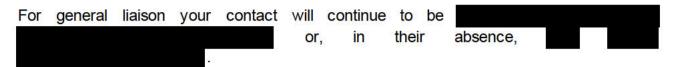
Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in DPS Core Terms and associated Schedules to this Award Letter (the "**Conditions**").

For the purposes of the Agreement, the Authority and the Supplier agree that the services as set out in Appendix 1 DPS Order form shall be performed at a designated Defra location, or the Suppliers premises as set out in the Statement of Requirements in the ITT documentation or otherwise agreed by the Defra Project Team.

- AuthoritySupplierDefraNIRAS LTS InternationalAttention:Attention:Email:Email:
- 1. The address for notices of the Parties are:



#### Liaison



We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The [Authority] would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of NIRAS – LTS International and within [5] days by Friday 14<sup>th</sup> May 2021. **OR** 

Please confirm your acceptance of the award of this contract by signing and returning the a copy of this letter, to **a** copy of this letter, to **b** acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's eSourcing System.

Name:	Name: Defra Group Commercial (Procurement)
Signature:	Signature:
Date: 12/05/2021	Date:

Signed for and on behalf of Defra

We accept the terms set out in this Award letter and the annexed Conditions.

#### Signed for and on behalf of NIRAS LTS International

Name:	
Signatur	Date: 12.05.2021

Appendix 1

# DPS Schedule 6 (Order Form and Order Schedules)

Order Form			
ORDER REFERENCE:			
THE BUYER:	Defra Group		
BUYER ADDRESS			
THE SUPPLIER:	NIRAS-LTS International		
SUPPLIER ADDRESS:			
REGISTRATION NUMBER:			
DUNS NUMBER:			
DPS SUPPLIER REGISTRATION SERVICE ID:			

# APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 17th May 2021.

It's issued under the DPS Contract with the reference number RM6172 for the provision of Consultancy Support for Blue Planet Fund.

DPS FILTER CATEGORY(IES):

Not applicable

# **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) RM6172
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6172
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 5 (Corporate Social Responsibility)
    - Joint Schedule 6 (Key Subcontractors)
    - o Joint Schedule 10 (Rectification Plan)

- Joint Schedule 11 (Processing Data)
- Order Schedules for **RM6172** 
  - Order Schedule 1 (Transparency Reports)
  - Order Schedule 2 (Staff Transfer)
  - o Order Schedule 3 (Continuous Improvement)
  - Order Schedule 5 (Pricing Details)
  - Order Schedule 7 (Key Supplier Staff)
  - Order Schedule 9 (Security)
  - Order Schedule 14 (Service Levels)
  - Order Schedule 15 (Order Contract Management)
  - Order Schedule 20 (Order Specification)
  - o Order Schedule 23 (Secret Matters)
- 4. CCS Core Terms (DPS version) v1.0.1
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6172
- 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 Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services

ORDER START DATE:	Monday 17 <sup>th</sup> May 2021
ORDER EXPIRY DATE:	Thursday 30 <sup>th</sup> September 2021

DELIVERABLES

Desk-based, in-depth research to scope options for a new competitive fund as outlined in the ITT ref: 32338 issued April 2021 and in accordance with the bid received on 29<sup>th</sup> April 2021.

# High level deliverables

- 1. Identify the problem/market failure/gap we need to address (through our competitive fund)
- 2. Identify what outcomes need to be targeted to address the identified market failure/gaps in funding

- 3. Identify the gaps in the BPF pipeline based on the BPF theory of change and impact statement. At present, the BPF covers:
  - a. technical assistance, capacity building, multilateral investments and private finance, public-private partnerships \* programmes focus on science, policy and technical expertise, insurance and risk mechanisms (i.e. De-risking), and natural capital accounting
  - b. programmes are bilateral (country-to-country/government-to-government) and multilateral (multi-donor and multi-country)
- Identify where the BPF and the competitive fund within it is uniquely and best positioned to address some of these gaps, and identify the activities and outcomes that would have the most impact
- 5. Suggest final list of guiding principles for the competitive funds Defra has compiled several core principles (below), to which there may be more to add
- 6. A final report incorporating all of the above

#### INTERNAL REVIEW ON CONCLUSION OF PHASE 1

Phase two will build would build on the work done in phase one.

- 1. Detailed analysis of the different types of global competitive grants schemes for the marine environment and international development, with the benefits, risks and opportunities of each.
- 2. Analysis of how a competitive grants scheme (such as the Darwin Initiative and the Illegal Wildlife Fund) could incorporate elements of other types of competitive funds (e.g. impact/enabling fund/challenge funds etc.) into a hybrid model. This could include, but not limited to, aspects such as innovation, seed-funding for high risk programming, programming that de-risks to encourage private sector engagement. Recommendations should have the competitive grants scheme at the core but with potential for creative design around it; multiple options and variations should be considered
- 3. Detailed analysis of how the fund could be structured to facilitate the above. For example, one annual funding round, funding windows based on themes, rolling funding to bring agility and ensure the fund is able to respond to emerging Ministerial and global environmental priorities etc.; multiple options and variations should be considered
- 4. A report with the above, including recommendations on how such a competitive grants scheme will achieve the most impactful outcomes and deliver our objectives most successfully, with clear evidence to support these conclusions

The design of the fund should allow proposals for funding to meet the basic tenets of the OCF: tackling cross-cutting issues (climate change, biodiversity, seafood and marine pollution), alleviating poverty, and putting local communities' concerns, capacity and expertise at the centre of all programming. A variety of different approaches and delivery options should also be considered, including partnership/consortia approaches (including potentially mandating partnerships with organisations in country), in order to encourage proposals from a diverse range of delivery partners, beyond the traditional, expected ones. The fund should also be agile and responsive, and has an ability to adapt to changing priorities, be they Ministerial, global, BPF etc.

#### KEY MILESTONES

The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone

Description

Timeframe

1	<b>Project Inception Meeting</b> with Key Stakeholders	W/C 17 <sup>th</sup> May 2021
2	<b>Project Plan</b> – including evaluation design, proposed methodology, timelines and dependencies linked to the objectives above	By 21 <sup>st</sup> May 2021
3	Phase 1 – Research Results Report	Within week(s) 4-7 of Contract Award
4	Internal Defra Review	Within week(s) 8 - 9
5	Final Report	To be delivered on 30 <sup>th</sup> September 2021

Also 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

# ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)]

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:

- [Indexation]
- [Specific Change in Law]
- [Benchmarking using Order Schedule 16 (Benchmarking)]

# REIMBURSABLE EXPENSES

None

# PAYMENT METHOD

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to:

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to:

# BUYER'S AUTHORISED REPRESENTATIVE

# **Contract Manager**

Defra 2 Marsham Street, London, SW1P 4DF

BUYER'S ENVIRONMENTAL POLICY

available online at: https://www.gov.uk/environment#policy\_and\_engagement

BUYER'S SECURITY POLICY

PLIS002 Defra Group Security Policy v8.0, March 2020 [available on request:]

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S ACCOUNT MANAGER

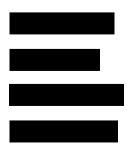
PROGRESS REPORT/MEETING FREQUENCY

Every two weeks via Video Conference Call

# **KEY STAFF**

Please see DPS Order Schedule 7 Key Supplier Staff

KEY SUBCONTRACTOR(S)



# **E-AUCTIONS**

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See DPS Joint Schedule 4 – Confidential Information

SERVICE CREDITS

Not applicable]

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable