



## **Appendix 2 – Call-Off Procedure: for The Research, Development and Evidence (RDE) Framework Lot 2; Sub-lot 2.3 (Project\_30120)**

**Title: Efficacy, Safety and Environmental Impacts  
of Plant Bio-Stimulants**

**ITT Ref: C20185**

**Contract Ref: C22801**

**Date: October 2023**

## 1.0 Order Form

- 1.1 The following document is to be completed by the Contracting Authority and sent to the Contractor for counter signature to form a Call-Off contract.

<b>Research, Development and Evidence Framework ORDER FORM</b>
<b>To be completed by Contracting Authority Project Manager and sent to Contractor for countersignature</b>
<b>Project Title: <i>Efficacy, Safety and Environmental Impacts of Plant Bio-stimulants</i></b>
<b>Call off Reference/ ITT No: C20185</b>
<b>Pipeline Ref: P-31862</b>
<b>Contract No: C22801</b>
<b>Date: 11/08/2023</b>

**THE Contracting Authority:** Department for Environment, Food and Rural Affairs  
(Defra) of Nobel House, 17 Smith Square, London. SW1P  
3JR (the "Authority"); contracting on behalf of Natural  
England (NE)

**THE CONTRACTOR:** RSK ADAS Limited, Spring Lodge, Helsby. Cheshire. WA6  
0AR

Contracting Authority guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract / Mini Competition. A Call-Off Contract / Mini Competition can be completed and executed using an equivalent document or electronic purchase order system.

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Mini-Competition Deliverables and dated **22/11/2023**. It's issued under the Research Development & Evidence Framework Agreement reference 30210 for the provision of ***Efficacy, Safety and Environmental Impacts of Plant Biostimulants***  
MINI-COMPETITION SUB-LOT: **2.3**

**MINI-COMPETITION INCORPORATED TERMS** The following documents are incorporated into this Mini- Competition Contract. Where numbers are missing we are not using those schedules. To the extent that if any of the documents conflict, the following order of precedence applies:

1. This Mini-Competition Contract;
2. Defra Framework Terms and Conditions;
3. Request for Proposal;
4. Proposal;

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

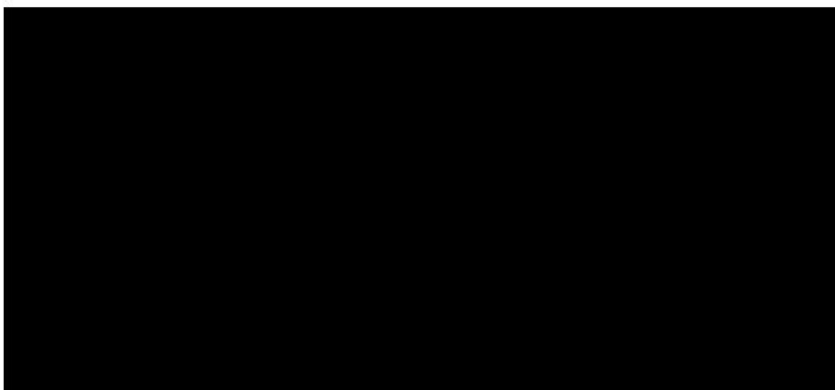
**MINI-COMPETITION START DATE: 22/11/2023 - 23/02/2024 (1<sup>st</sup> Phase)**

**MINI-COMPETITION EXPIRY DATE: 20/11/2026**

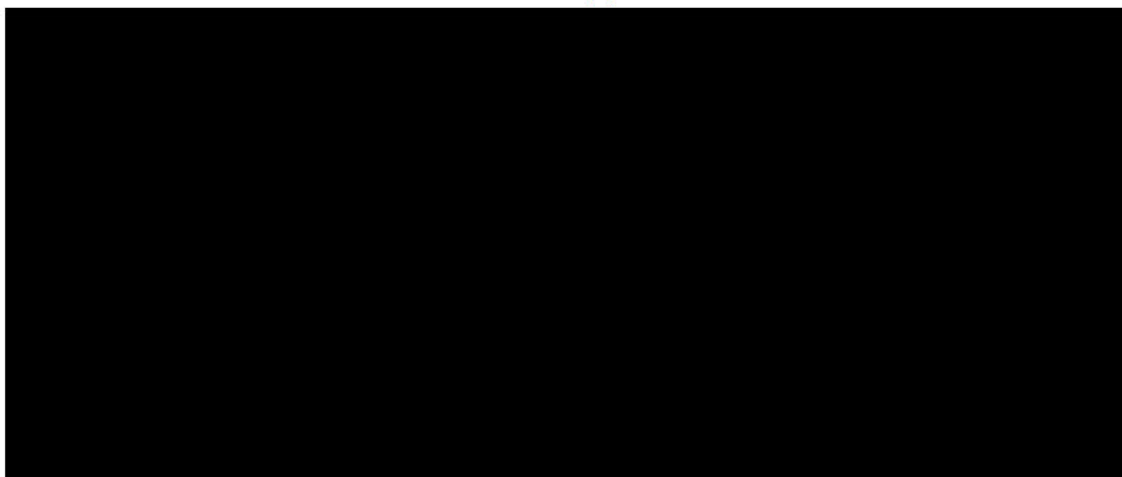
**POSSIBLE EXTENSION PERIOD: 20/11/2027**

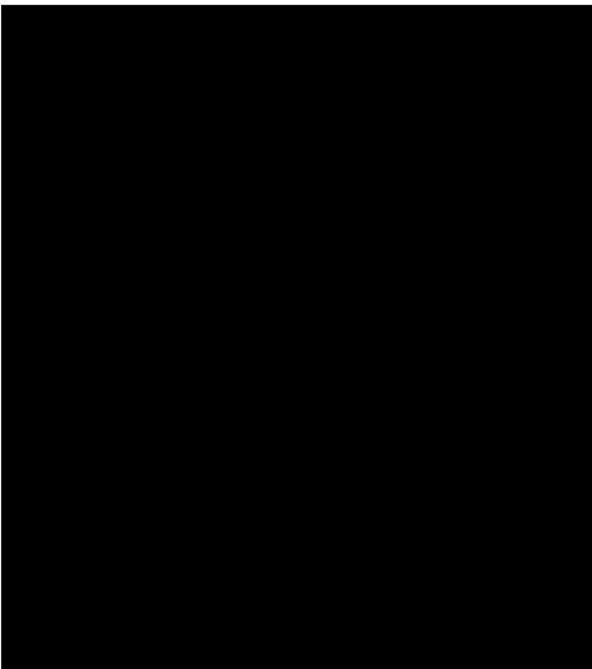
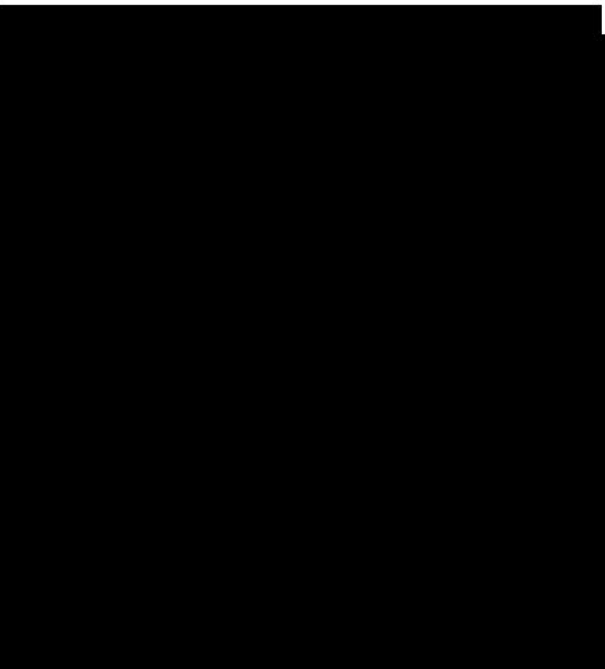
**MINI-COMPETITION INITIAL PERIOD: 22/11/2023 -20/11/2026 (Dependent upon satisfactory completion of 1<sup>st</sup> Phase)**

**Contacts for and on behalf of the Buyer:**



**Contact for and on behalf of the Supplier:**

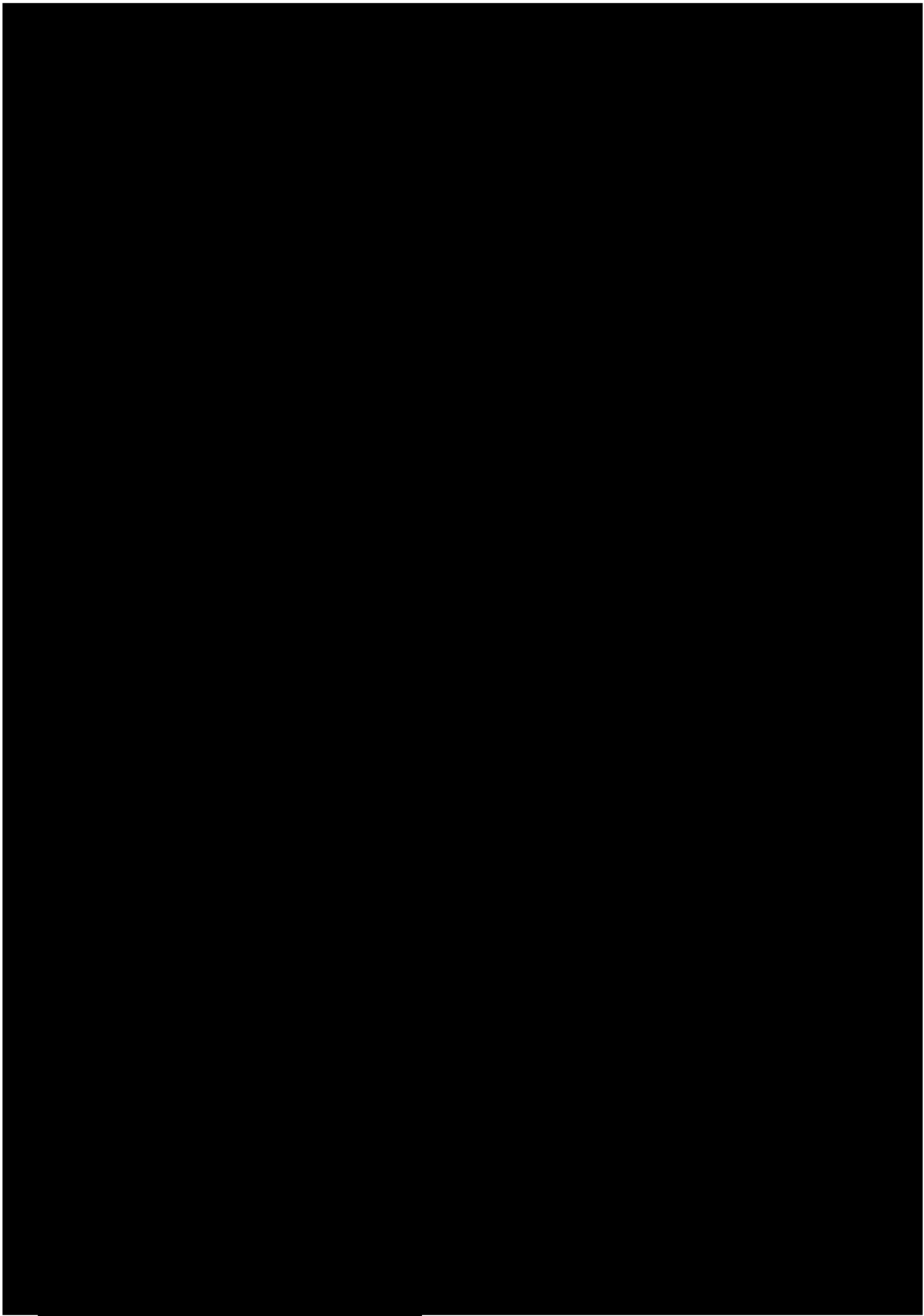


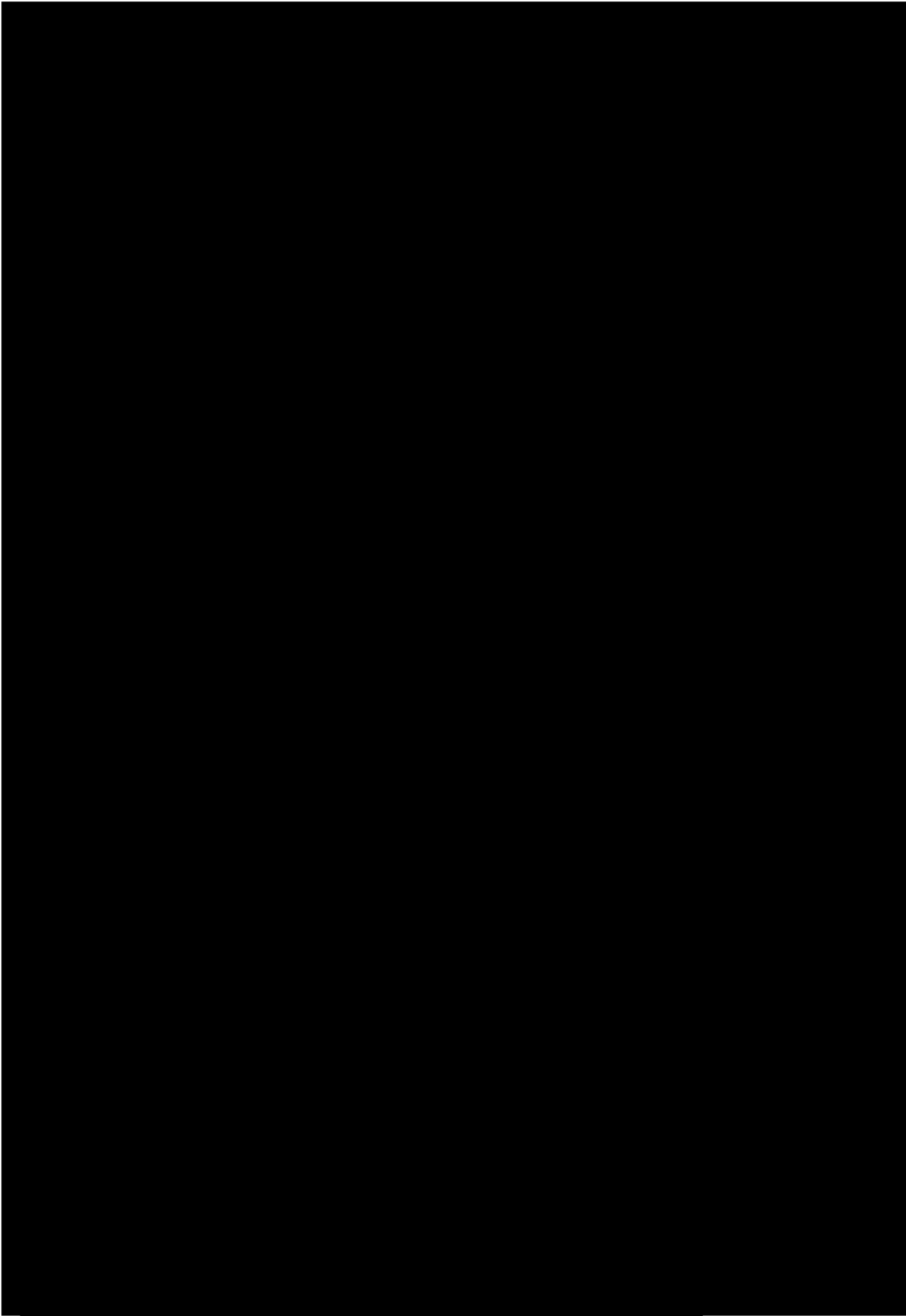
Signed for and on behalf of <b>Contractor</b>	Signed for and on behalf of the <b>Authority (DEFRA)</b>
	

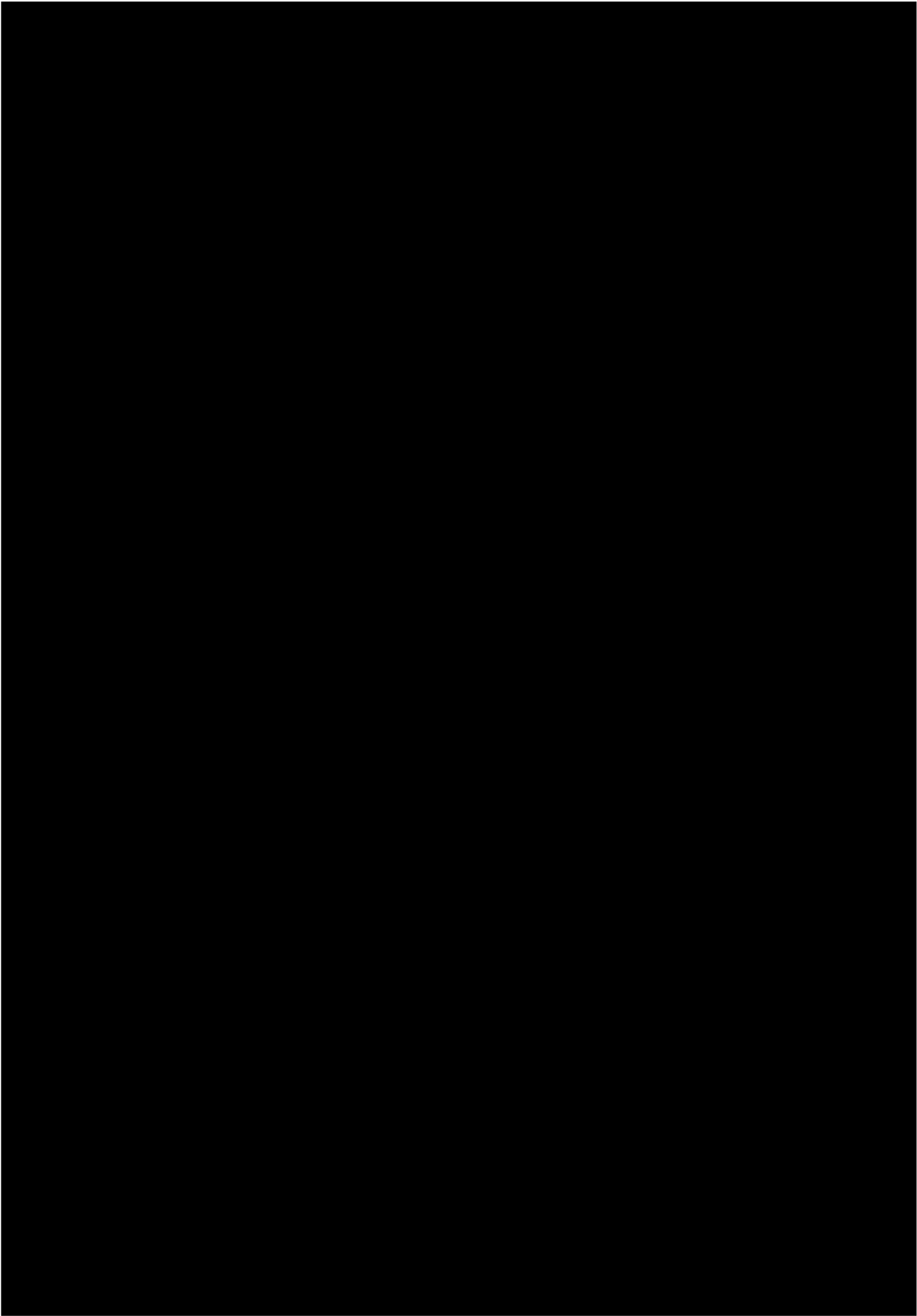
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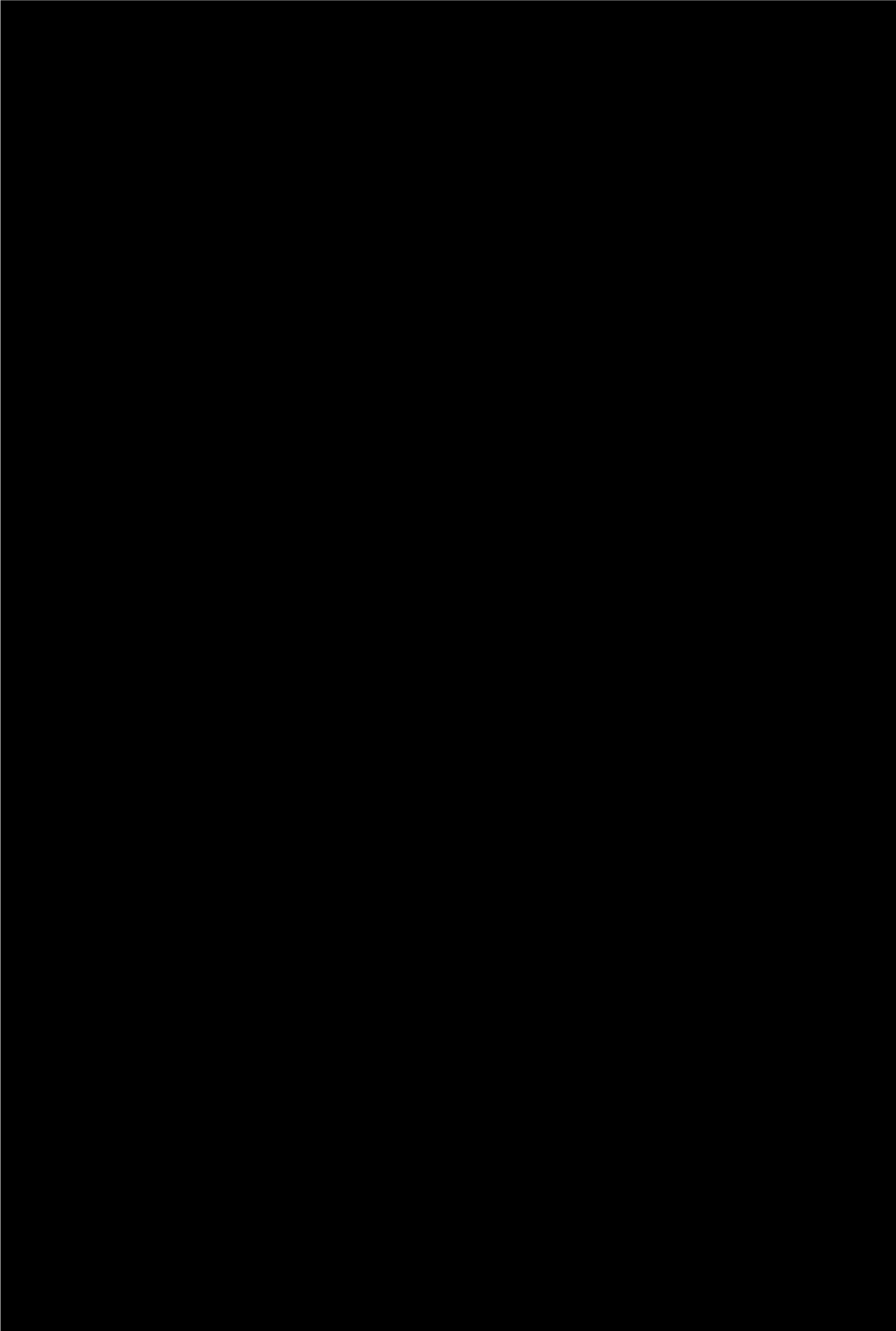
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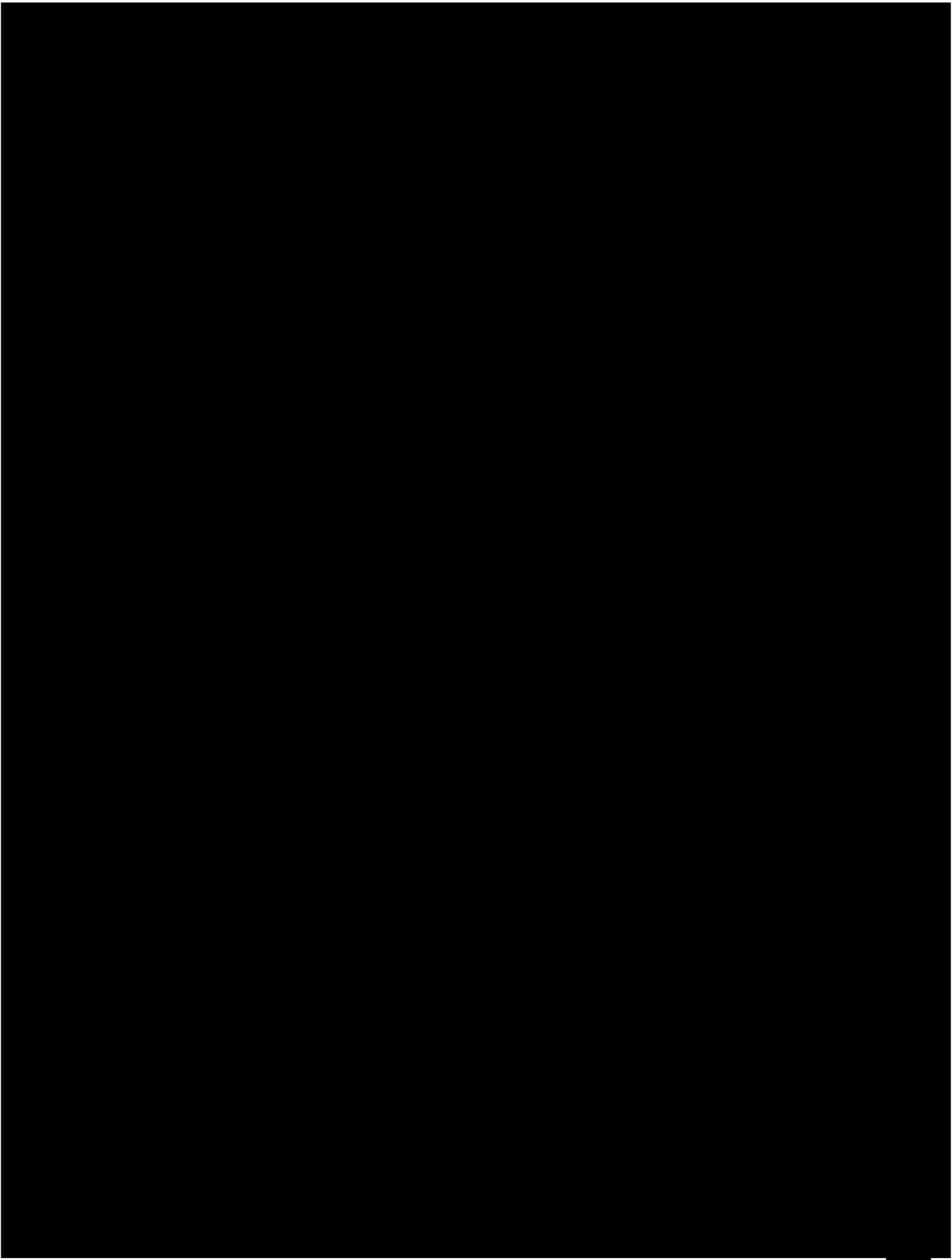




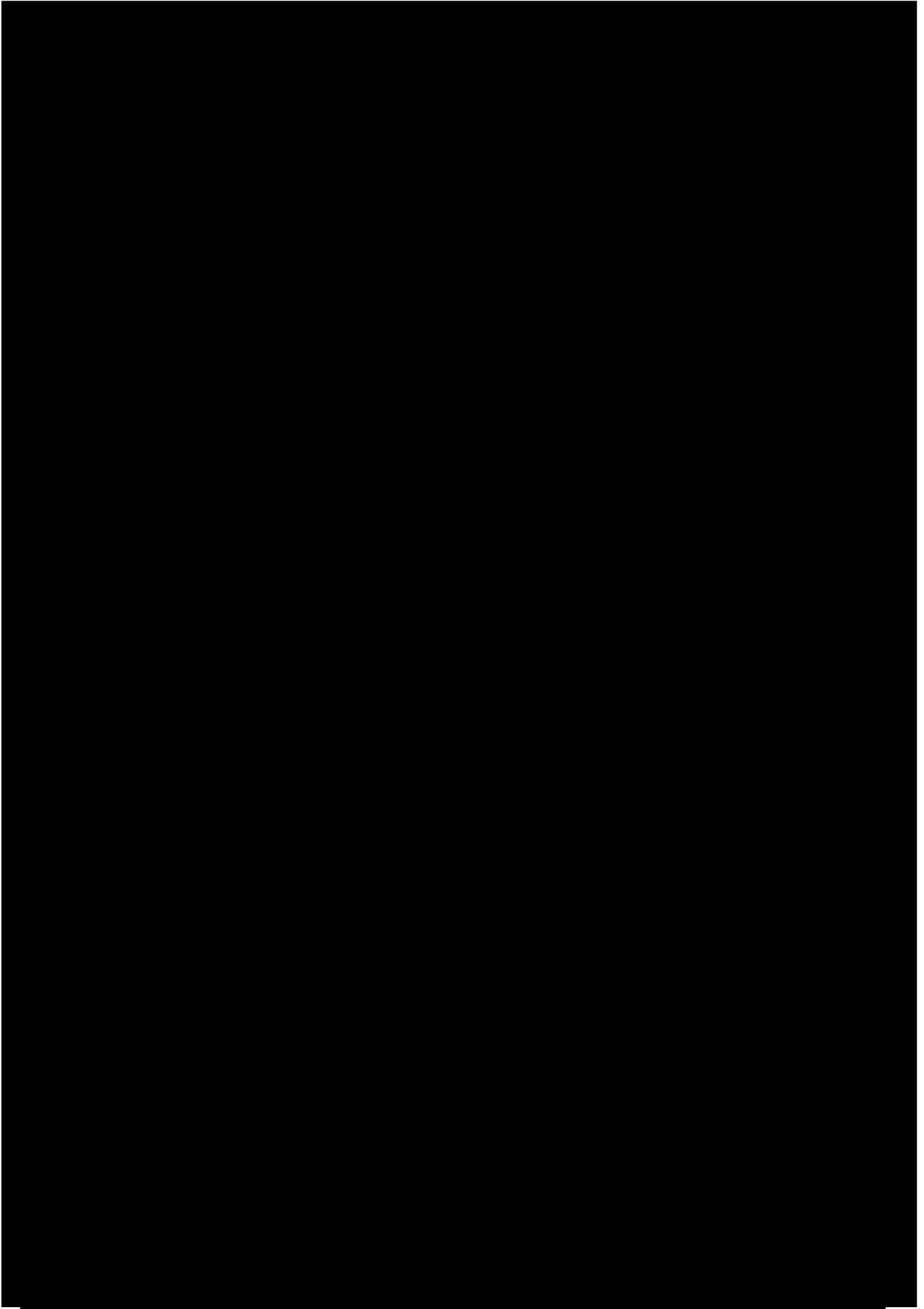


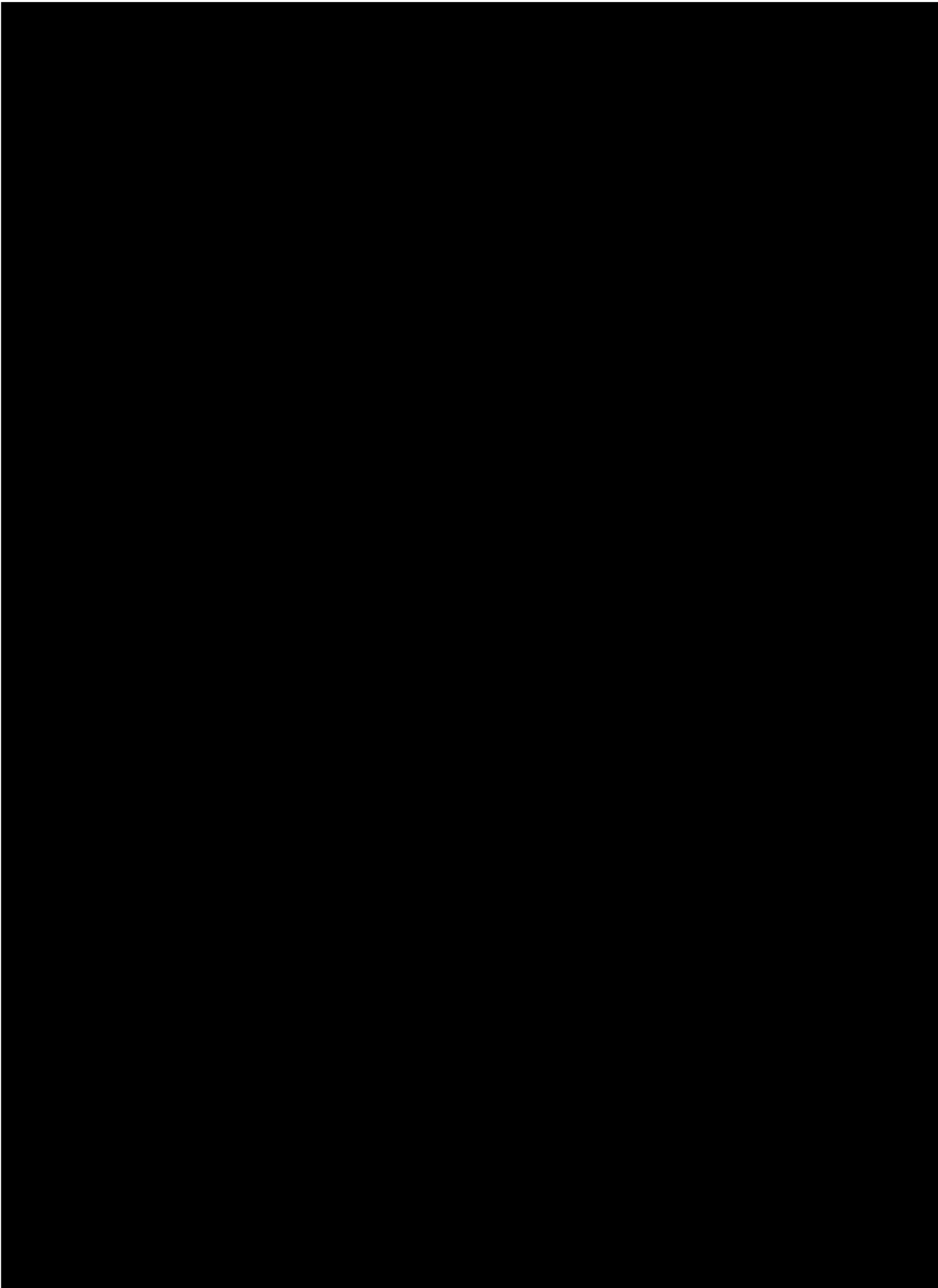


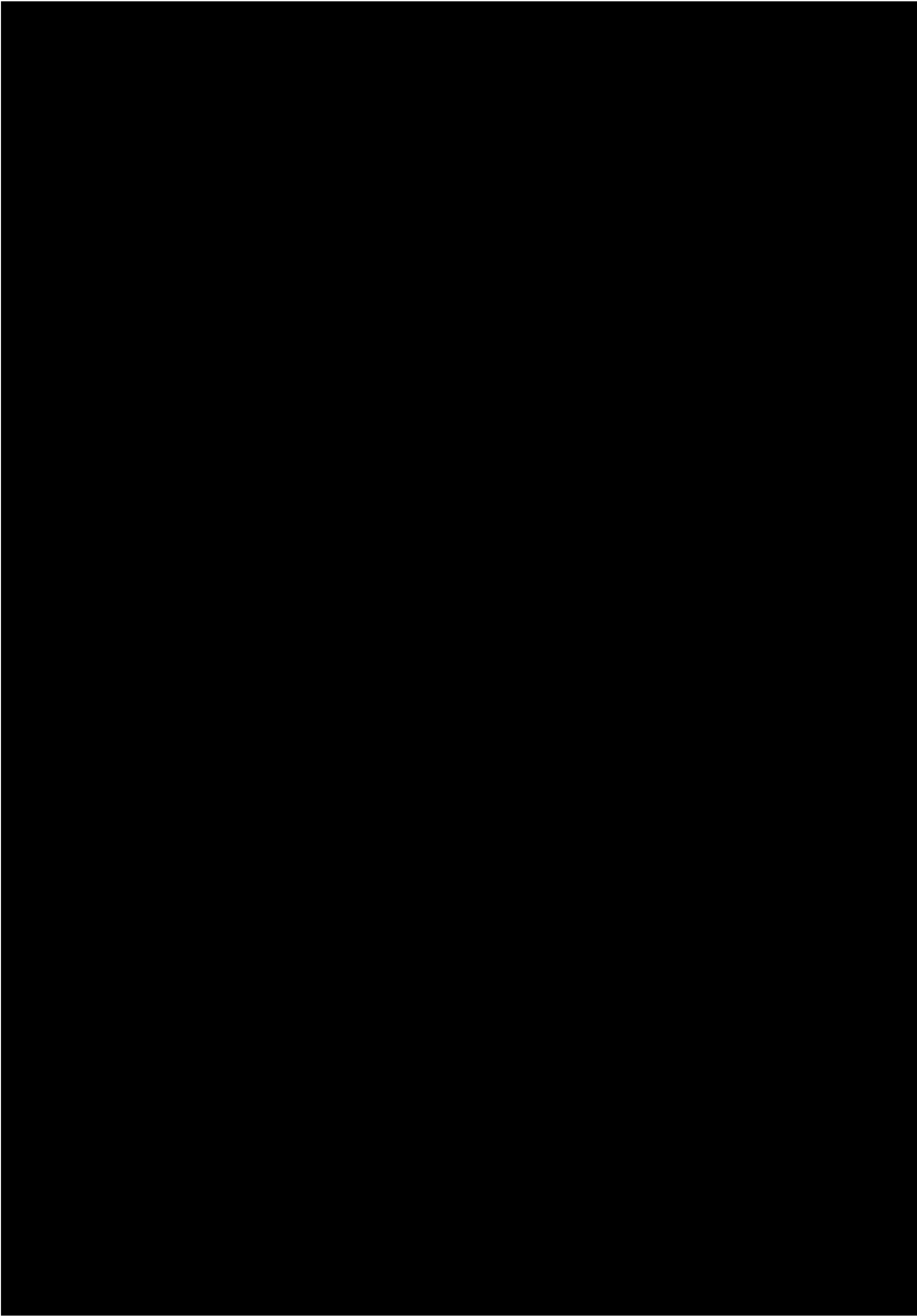


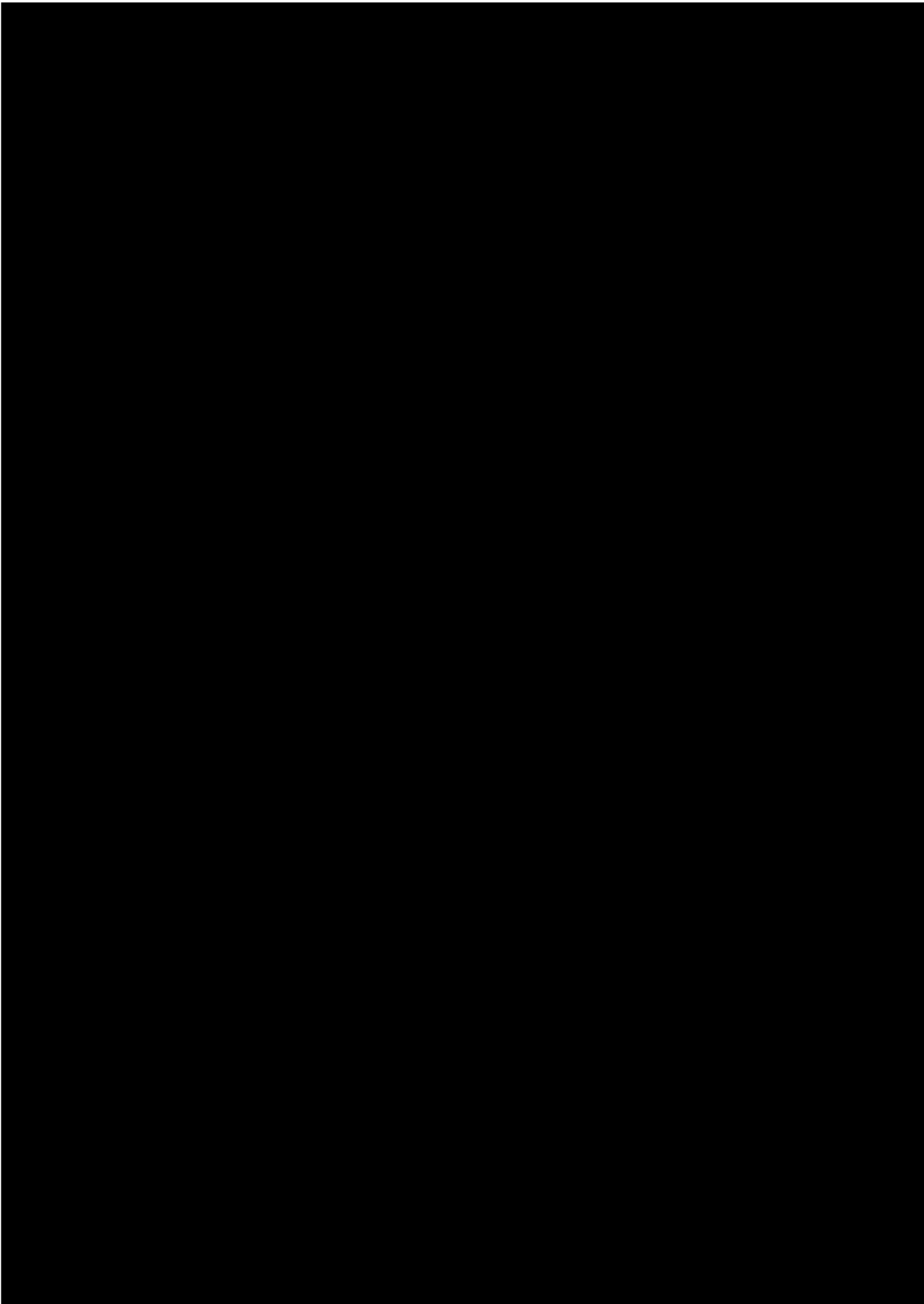


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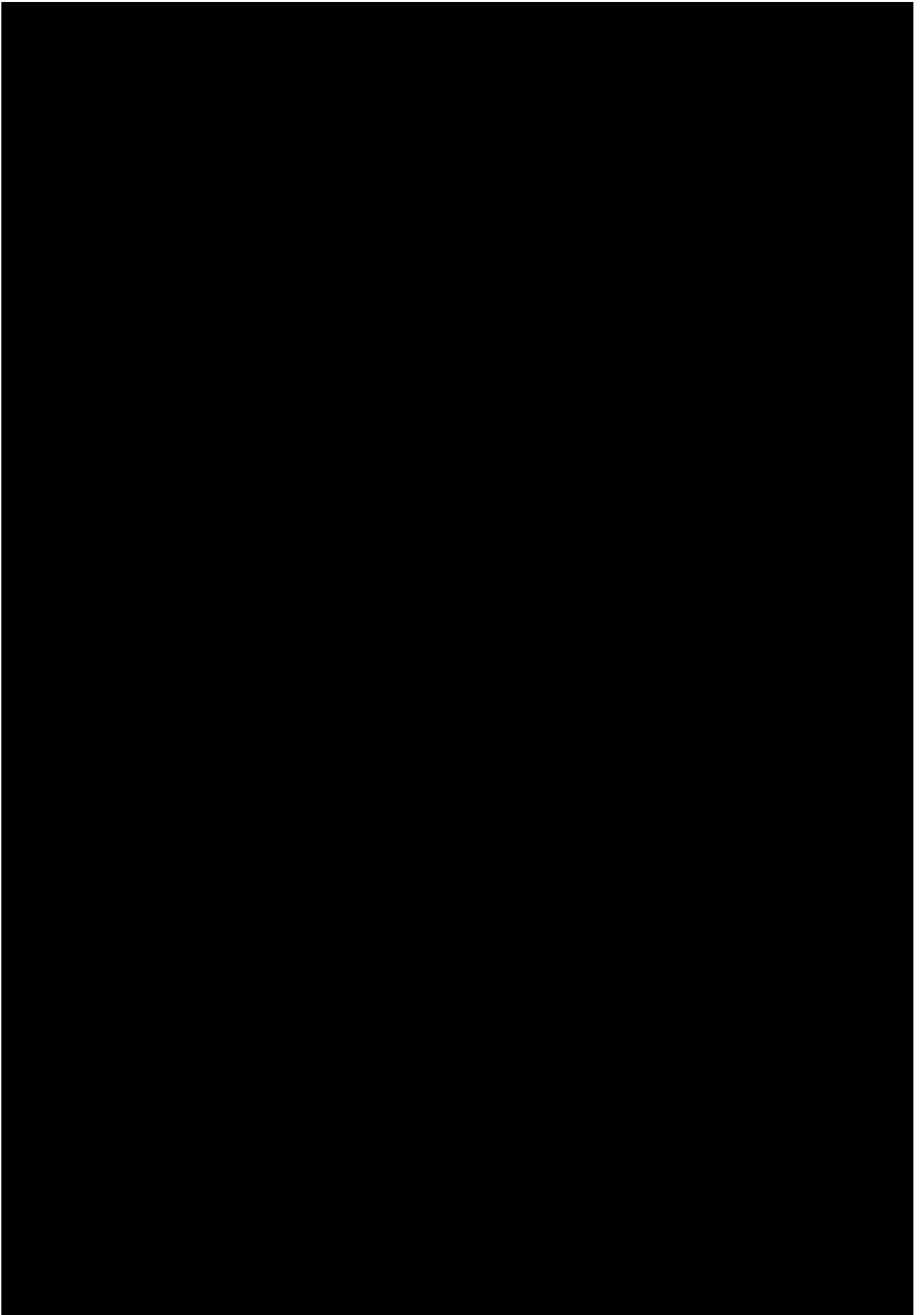




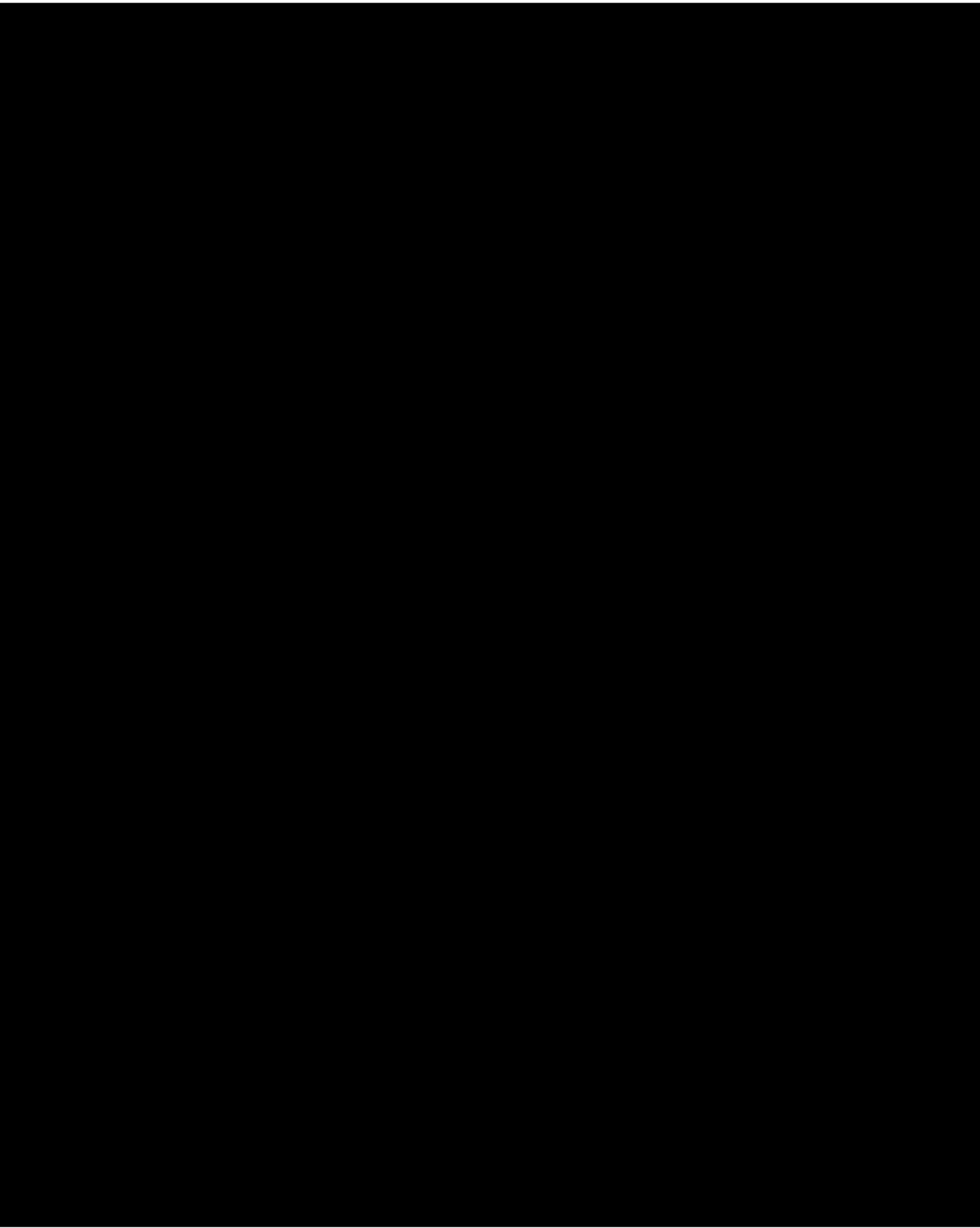


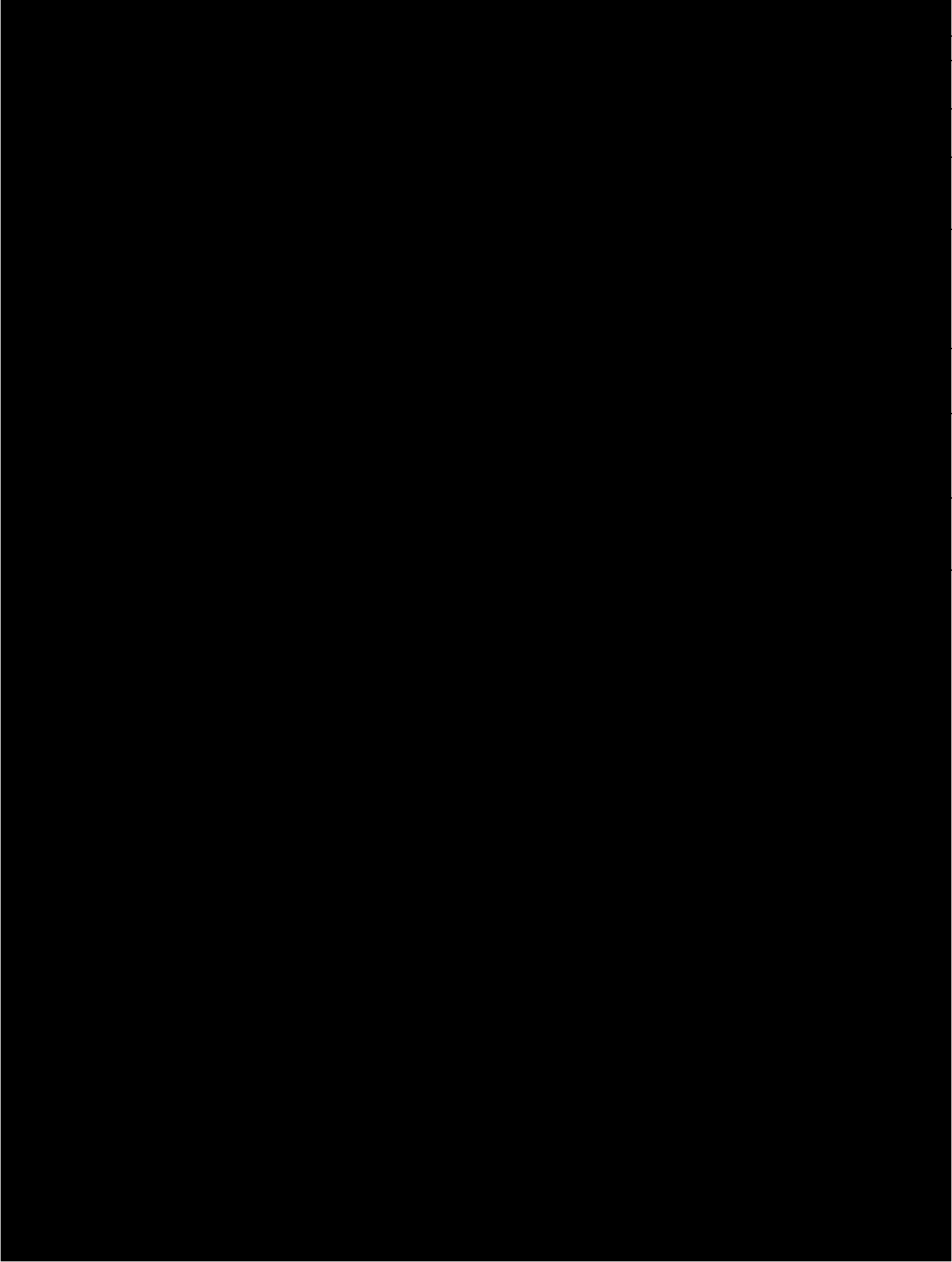


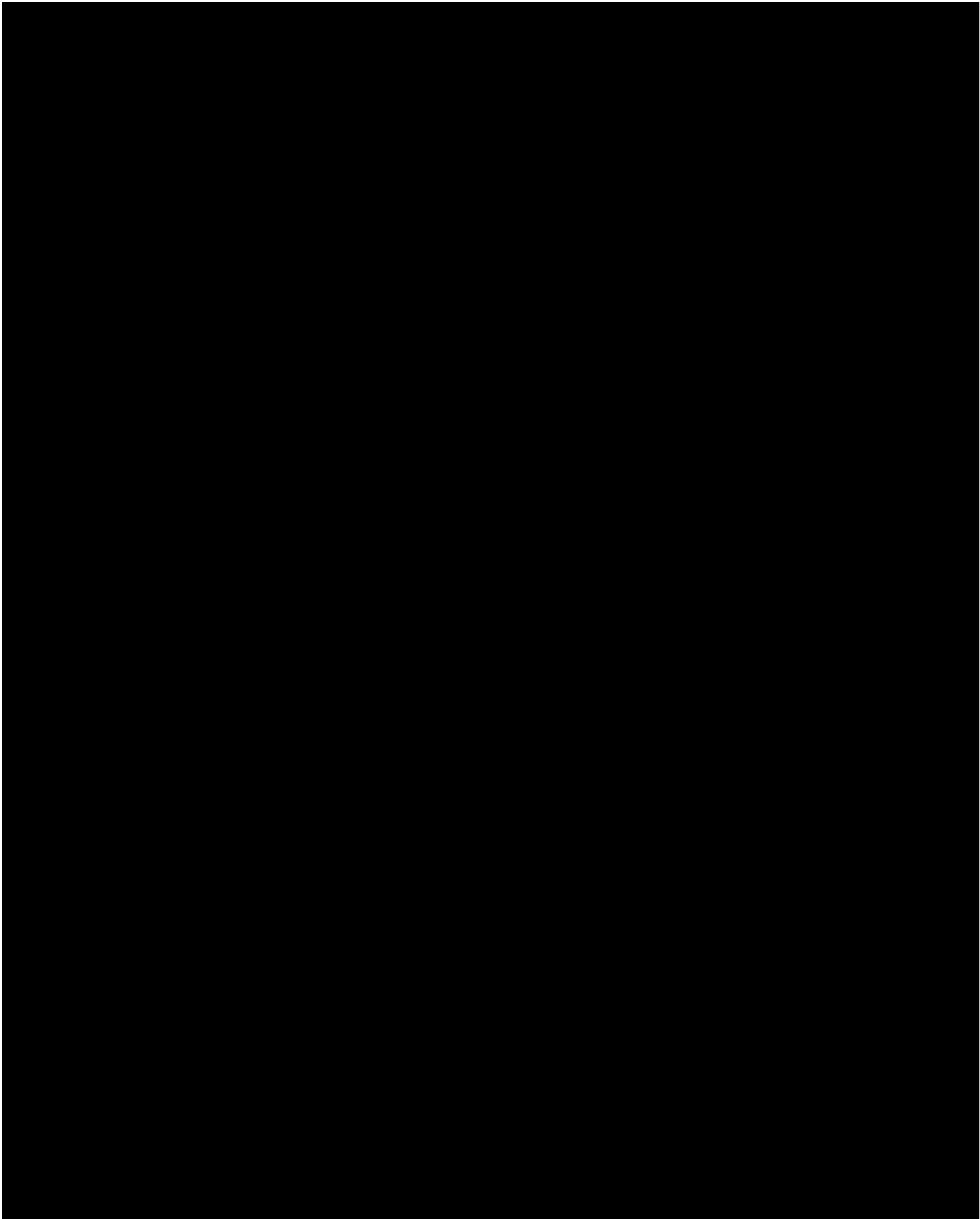


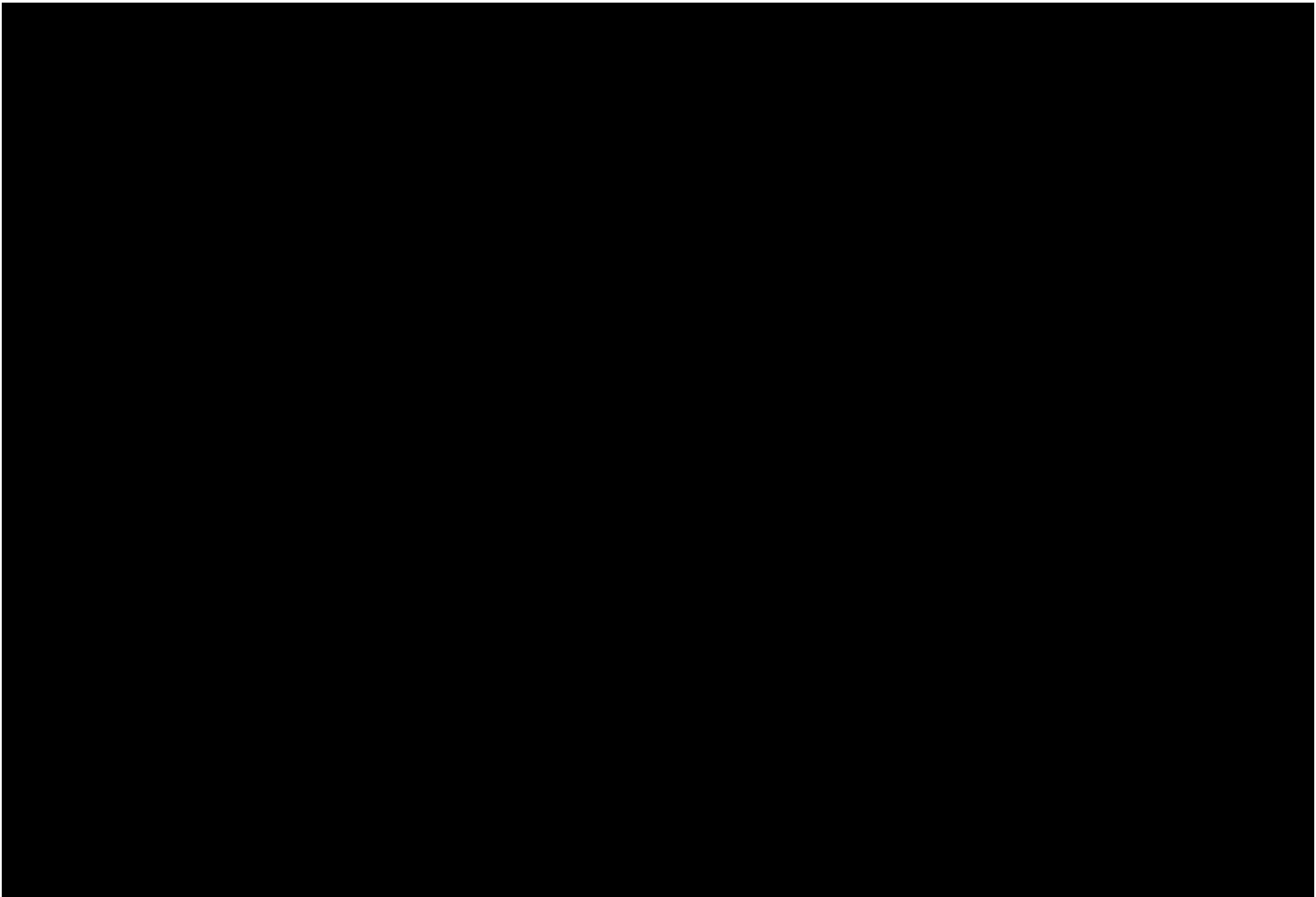




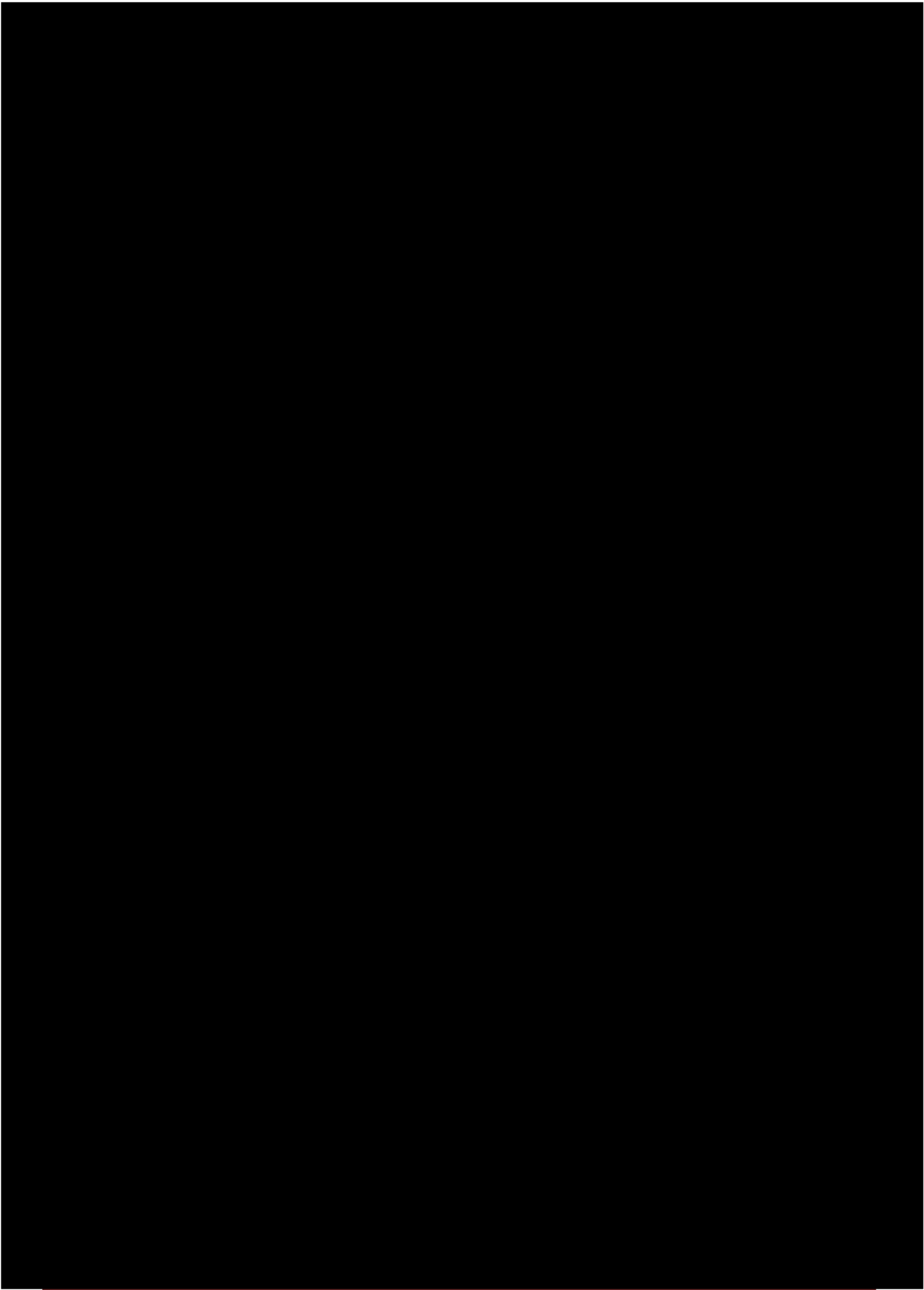


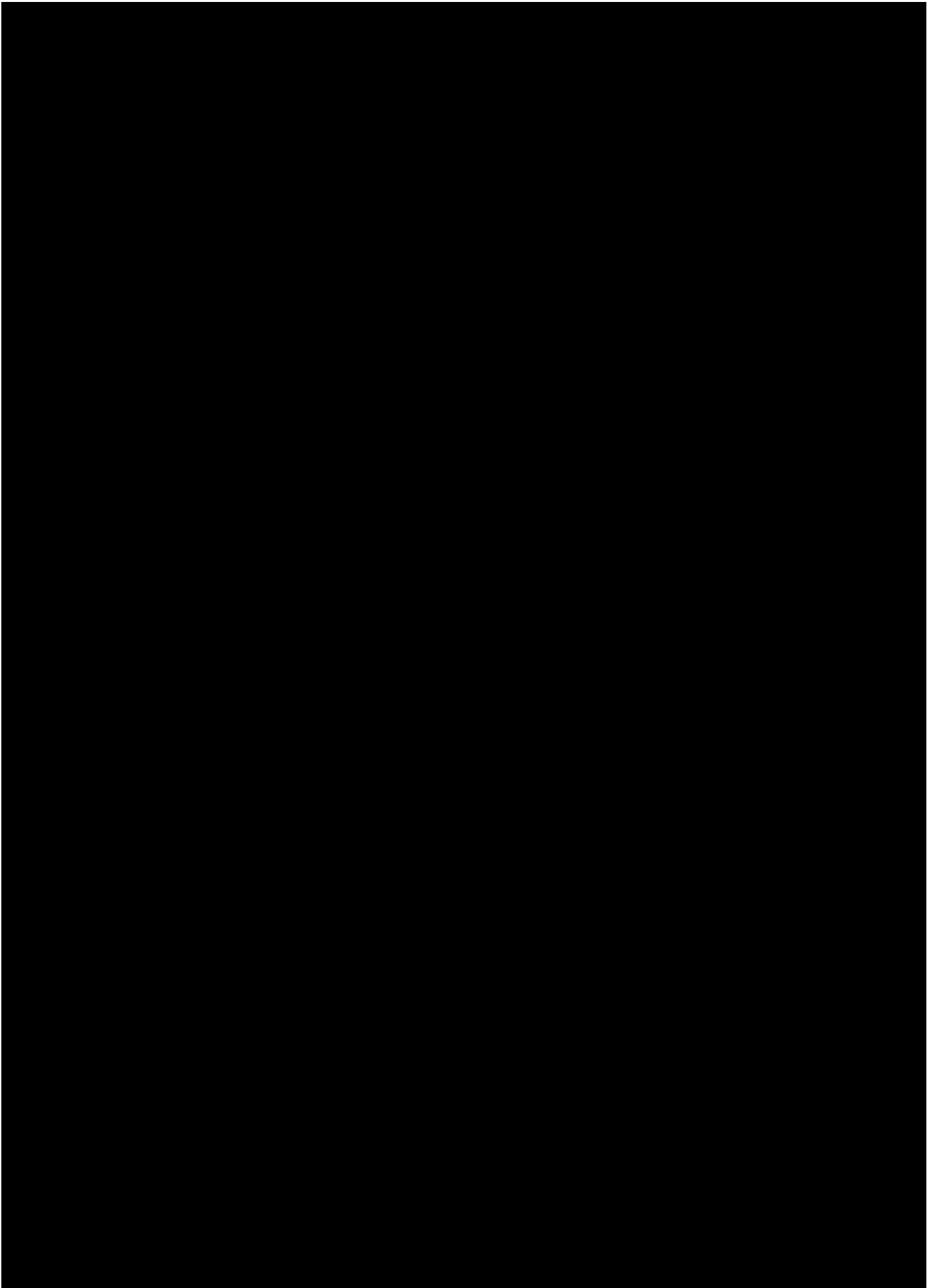


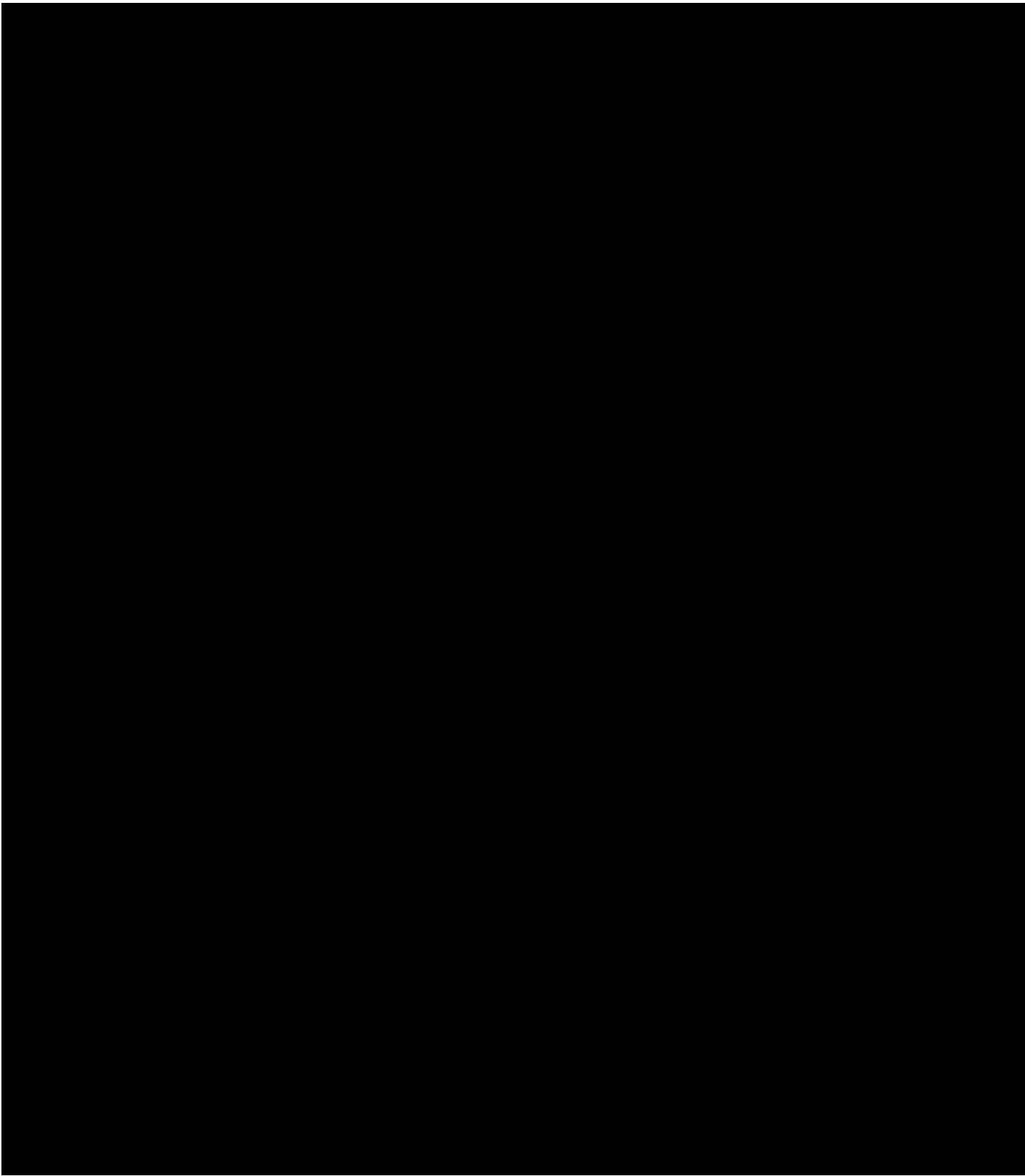




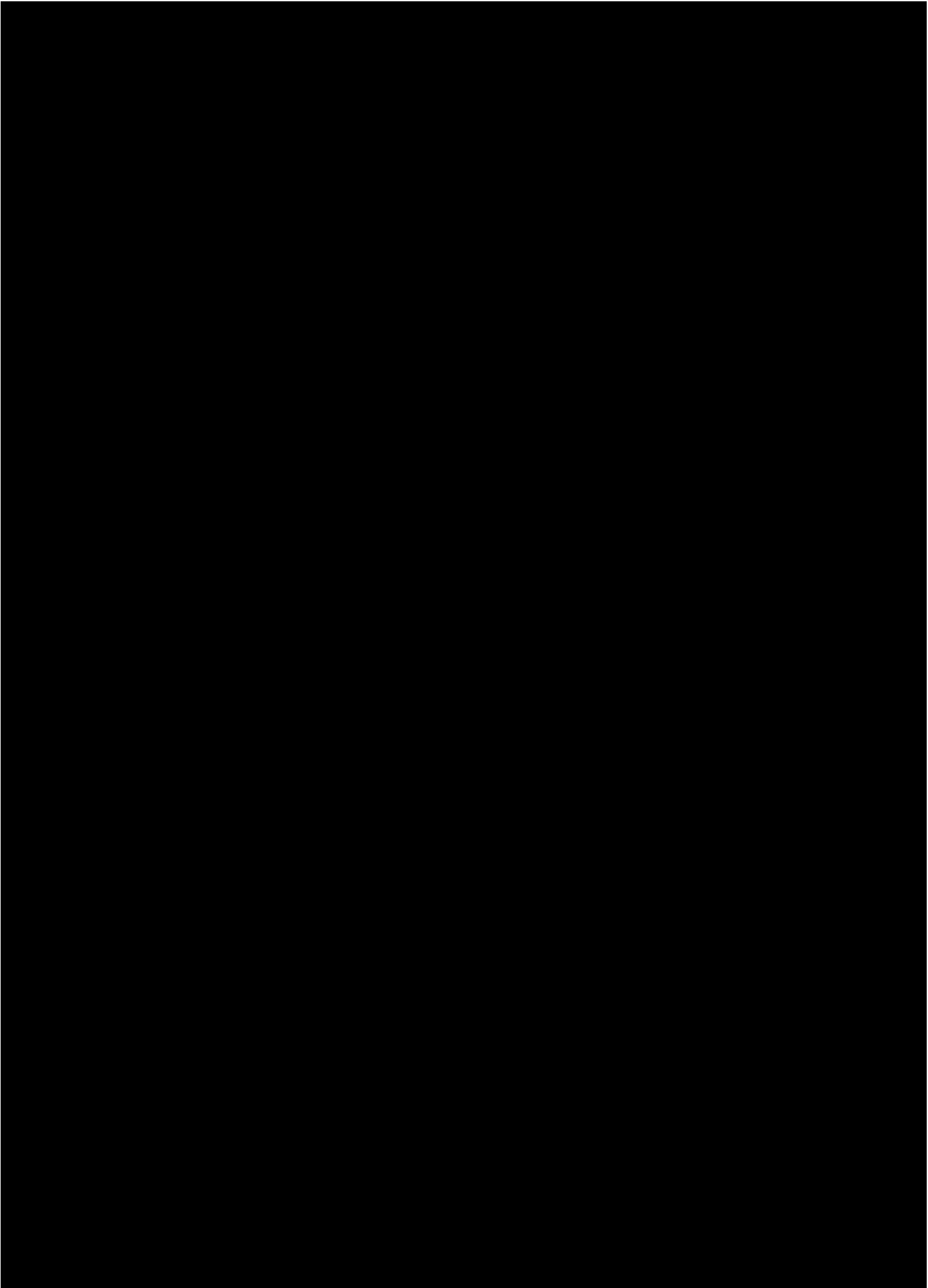


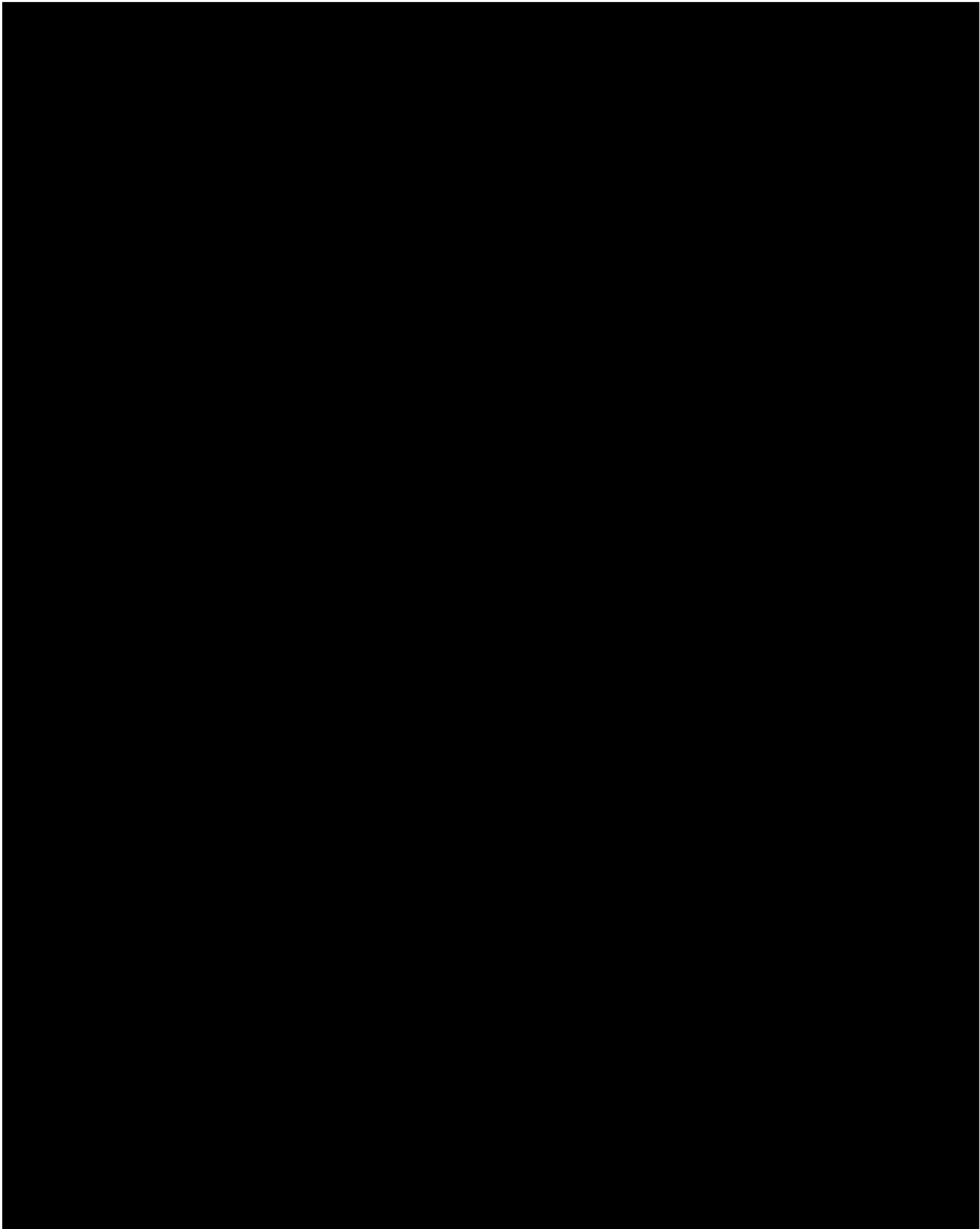


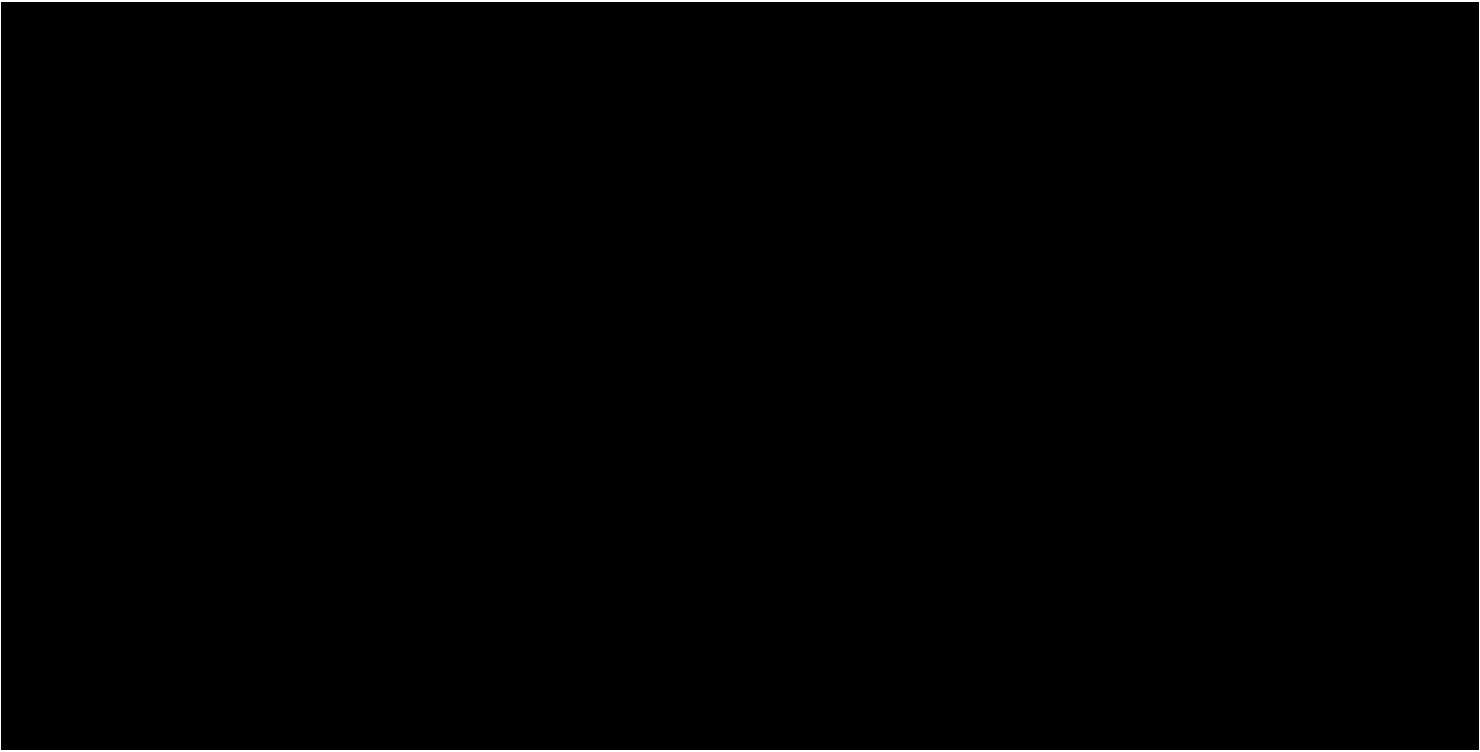












## **ANNEX 2: PERFORMANCE MANAGEMENT FRAMEWORK**

### **1. Overview of the PMF**

- 1.1. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities.
- 1.2. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractor's performance will be monitored, evaluated and rectified for performance.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
  - Contract Management
  - Delivery and Support
  - Quality of Service
- 1.4. The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor' performance at both individual level and at the enterprise level with the individual Contractor.

### **2. Management of the PMF**

- 2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports and at quarterly Contract Meetings with the Authority; who will review this and make comments if any.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.4. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.
- 2.5. The Authority reserves the right to amend the existing KPI's detailed in Section 5 or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

- New or potential improvement which enhances the quality, responsiveness, procedures, methods and/or customer support services; and
- Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority.

### **3. Performance Management**

- 3.1. Key Performance Indicators (KPIs) are essential in order to align supplier performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
- 3.2. The Contract shall be managed in accordance with the Authority's Terms and Conditions and KPIs under the Performance Management Framework.

The proposed KPIs are set out in Section 4 and Section 5.

### ANNEX 3 Key Performance Indicators (KPIs)

KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
<b>KPI 1 – Project Deadlines</b>	Deliverables will be presented by the Contractor(s) to the Authority at the agreed date and quality as outlined in the deliverables.	Quality deliverables are presented to the Authority on the day and or time (if appropriate) that has been agreed by both parties. The Authority's project officer deems the deliverable to be of sufficient quality.	Deliverables sent to the Authority greater than 5 (five) working days after the agreed deadline.	Deliverables sent to the Authority greater than 1 (one) working day after the agreed deadline, or less than one day but later than the agreed time if a restricted timescale.	Meets expectations - All deliverables sent to the Authority on time
<b>KPI 2 – Invoices</b>	Invoices to be received within three (3) working days of the end of each month.	Invoices quote the correct PO, Contract number, the Authority Contact, and qualitative description of the work being done.	Invoices received by the Authority which contains inaccuracies and/or greater than 10 (ten) working days after the agreed deadline.	Invoices received by the Authority greater than 5 (five) working days after the end of the month, and/or contains some inaccuracies.	Meets expectations - All invoices received by the Authority on time and accurately reflect agreed work
	Invoices and associated deliverables should be clearly linked.	Invoices must be clearly itemised: specific milestones and deliverables should be explicitly listed.			

	Note partial payment for milestones is not permissible: only completed milestones and deliverables are chargeable.	Associated reports should be clearly and explicitly linked to invoices to help financial tracking.			
<b>KPI 3 – Quality of Deliverable: Error Free</b>	Deliverables are accurate and free of errors.	Deliverables reviewed by the Authority for accuracy.	A significant error is identified that results in published documents or National Statistics being amended by Defra. Or an error is identified that results in Government incurring financial damages or significant reputational harm.	An error is identified that does not result in published documents or National Statistics being amended	Meets expectations – No errors within deliverables
<b>KPI 4 – Check point risk Assessment</b>	High quality, detailed and up to date project risk assessments in place.	Initial submission 1 month from commencement and kept up to date throughout the project. Evidence should be provided that risks are proactively managed.	Risk Assessment is not kept up to date and known risks are not communicated on the Risk Assessment	Risk Assessment is kept up to date but communication on the Risk Assessment is incomplete	Risk assessment is kept up to date and remains appropriate for use

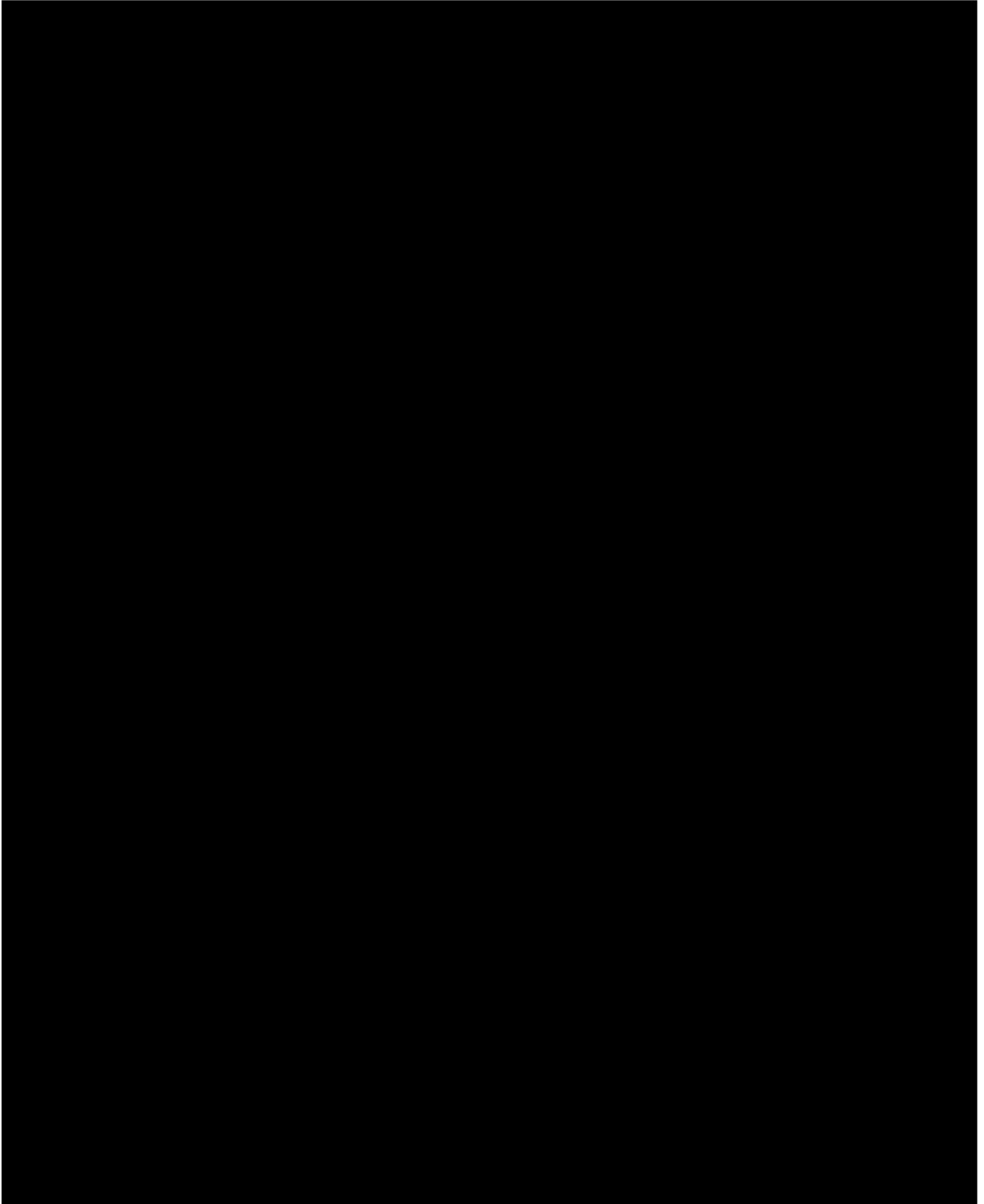


<b>KPI 5 – Monthly activity check-in with Authority</b>	Contractor will give Authority monthly updates on project progression, any foreseen blockages or issues	Contractor will contact Authority at least monthly (email/phone/videocall) with relevant updates	Contractor goes more than 3 months without contacting Authority with relevant updates, OR without stating known future potential issues	Contractor goes more than 2 months without contacting Authority	Contractor contacts Authority at least monthly, stating project activities and any future potential issues
<b>KPI 6 – Quality of Deliverable: Report QA</b>	A credible QA development plan is in place with time bound deliverables to implement Defra Quality Assurance Guidelines for Reports. QA logs are implemented and accurately maintained for all Reports.	A credible and time bound plan to implement Defra QA Guidelines for Models is in place and adhered to. The guidelines are implemented within the lifetime of the Contract. QA logs are accurately maintained and annually updated.		Lack of a model QA development plan, a significant inaccuracy in the QA log or a failure to maintain the model to the required standard	Meets expectations

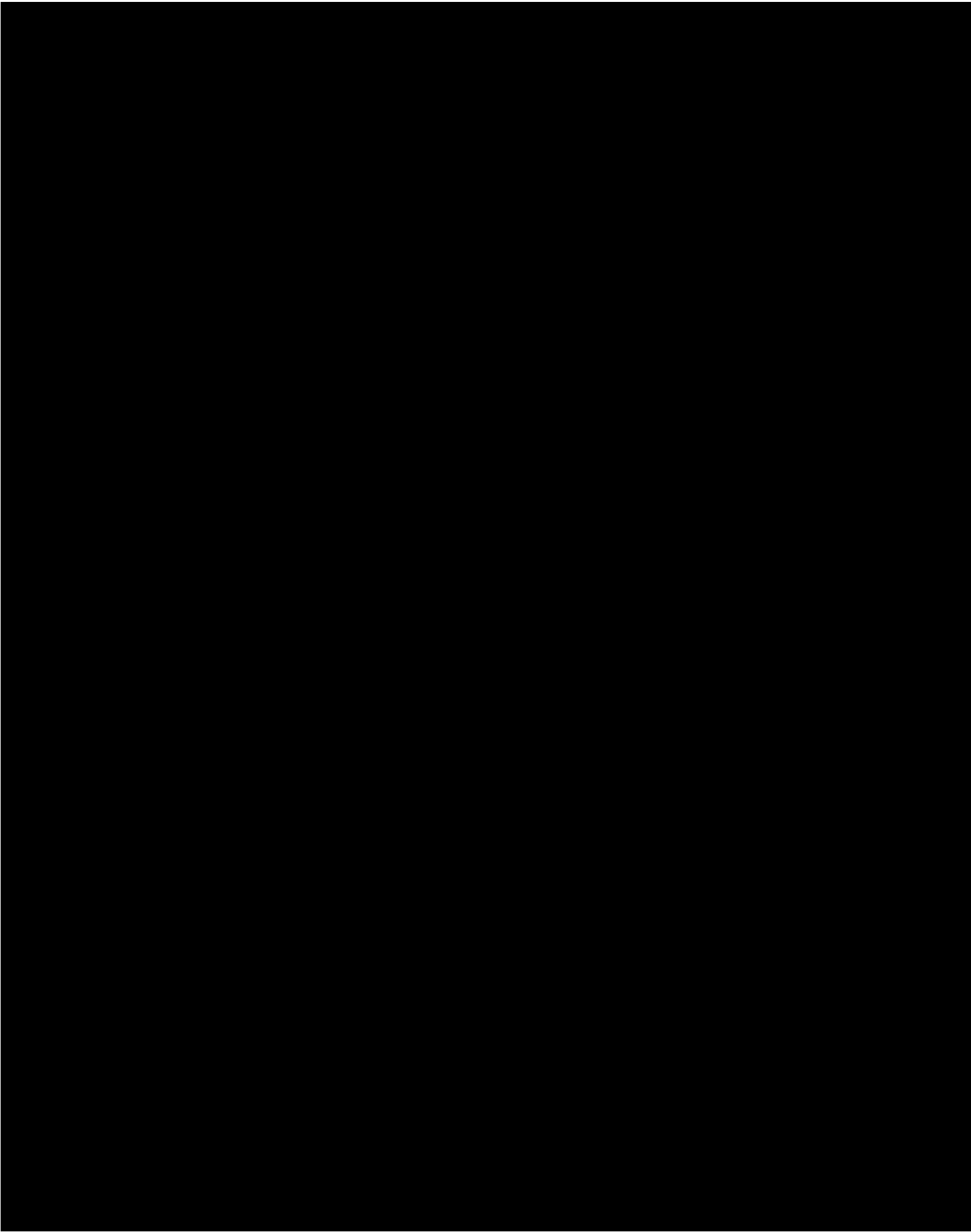


#### **Annex 4 - PRICING SCHEDULE**

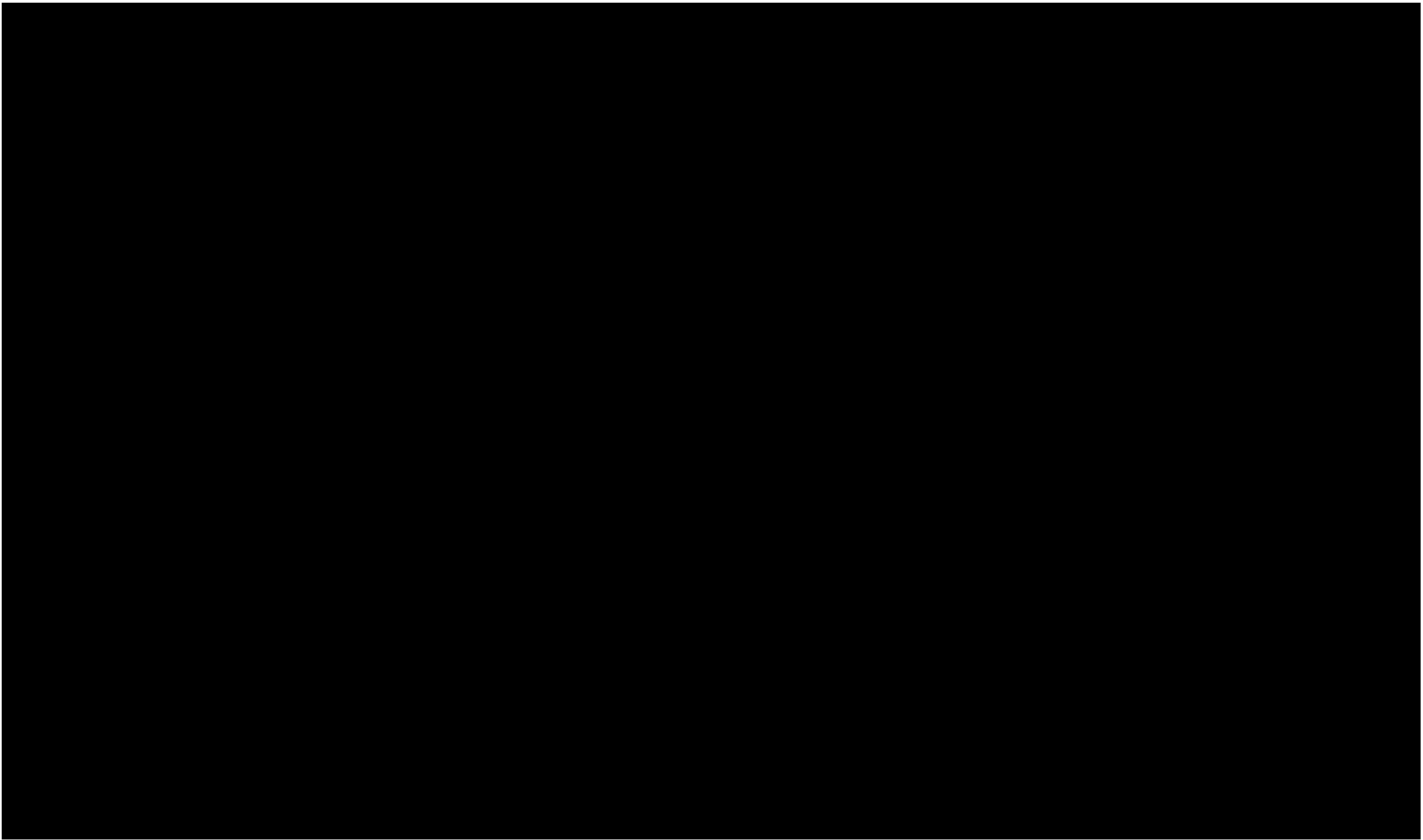
1. The Authority shall pay to the Contractor no more than the fixed sum identified in Table 1: GBP **£799,811.00** as the Price excl VAT.

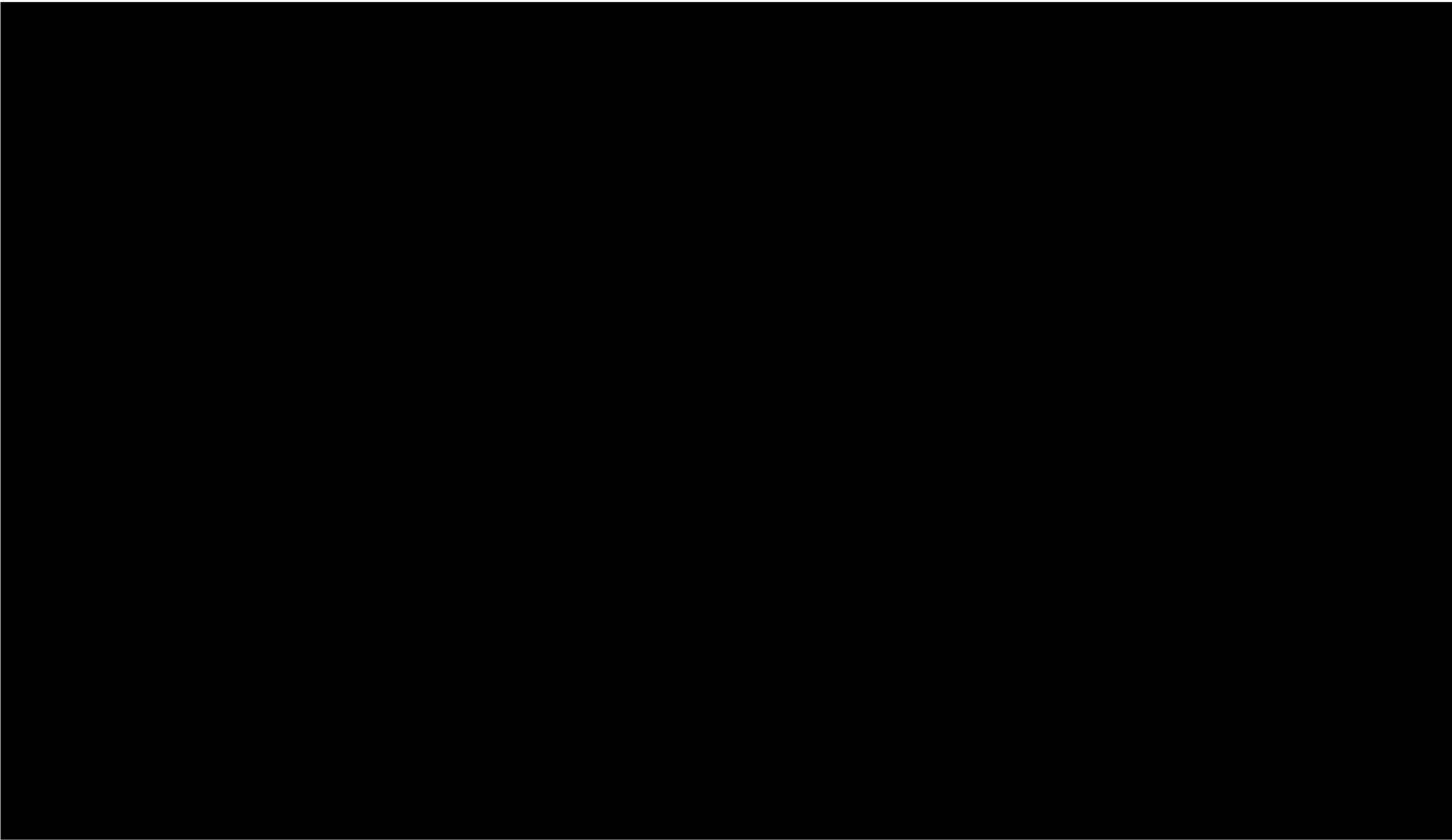


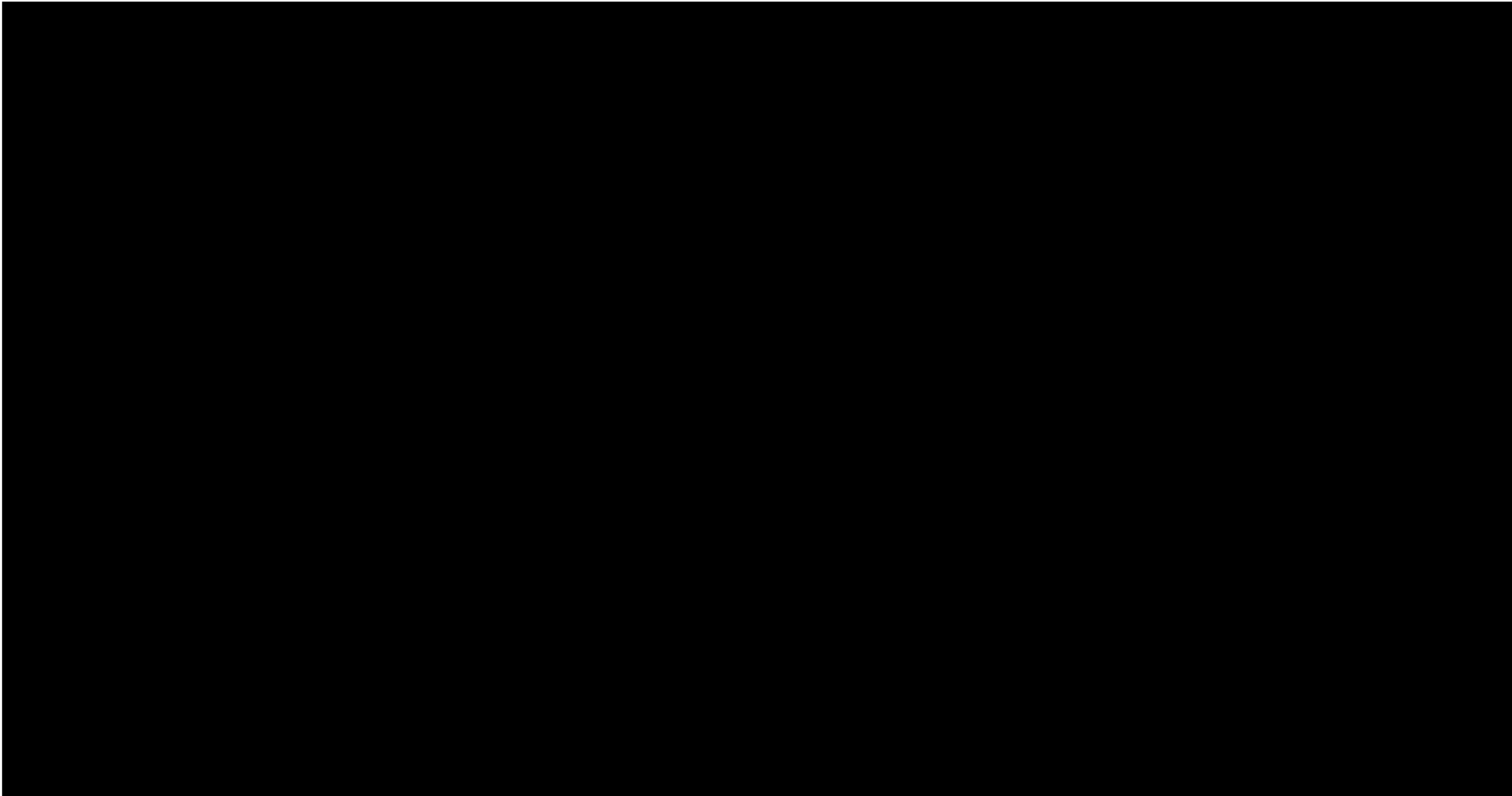












## Annex 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:  
  
[Dgc.gdpr@defra.gov.uk](mailto:Dgc.gdpr@defra.gov.uk)  
  
 Nobel House, 17 Smith Square, London. SW1P 3JR
3. The contact details of the Contractor Data Protection Officer are:  
  
 RSK ADAS, [REDACTED]
4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Instructions for processing personal data, except for personal data recorded directly in the **Efficacy, Safety and Environmental Impacts of Plant Bio stimulants**

Data Processing descriptor	Narrative
<b>Identity of the Controller and Processor</b>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller, and the Contractor is the Processor in accordance with Clause E2.1.</p> <p>.</p> <p><i>“Notwithstanding Clause E2.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p>
<b>Subject matter of the processing</b>	<p>The subject matter is the personal data collected during stakeholder engagement during WP1.</p>



<b>Duration of the processing</b>	3- year project duration
<b>Nature and purposes of the processing</b>	We will record details of individuals who participate in the industry steering group. This data will be stored securely in compliance with GDPR regulations. Survey data will be anonymised.
<b>Type of Personal Data</b>	Personal data collected will include contact details (name, position, company, email address, address).
<b>Categories of Data Subject</b>	The main data category will be contact details (name, position, company, email address, address).
<b>Plan for return and destruction of the data once the processing is complete</b>  <b>UNLESS requirement under union or member state law to preserve that type of data</b>	Any personal information used to reference data obtained (i.e. name of data provider) will be anonymised in any citing report or accompanying datasheet.