

Order Form

Framework agreement reference: sss111SGIZMCI9266

Contract / Framework Title: SR19 Business Case Review

Date of order	7th August 2019	Order Number	Project 27485/Ecm 561 13 To be quoted on all correspondence relating to this Order
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FROM

Customer	Detra "Customer"
Customer's Address	Foss House, Kings Pool 1-2 Peasholme Green York YO1 7PX
Invoice Address	SSCL Finance Shared Services Connected Ltd PO Box 769 Newport Gwent NP20 9BB
Contact Ref:	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

TO

Supplier	KPMG LLP "Supplier"
Supplier's Address	Canary Wharf, London, E14 5GL
Account Manager	Name: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Address: KPMG LLP, Canary Wharf, London, E14 5GL Phone: Main Office +44 20 7311 1000 e-mail: [REDACTED]

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:

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

1. TERM	
(1.1)	Commencement Date
	1 st August 2019
(1.2)	Expiry Date
The contract is set to run from August 2019 to August 2020 with an option to extend a further 6 months until February 2021.	

2. GOODS AND SERVICES REQUIREMENTS	
(2.1)	Goods and/or Services
Service Profile -	
<ul style="list-style-type: none"> • Detra requires flexible consultancy support until 31st July 2020 in the following areas: <ul style="list-style-type: none"> ○ SR19 Estate Capital bid support; <ul style="list-style-type: none"> • Review of the entire bid including ALB bids to identify areas of weakness, investment cases for each key spend areas, recommendations for actions to strengthen bid areas and align quality across the board. • Targeted support to further develop investment cases where required, for example FM I&I, specific ALB support for large spend areas (e.g. Kew). • One-year SR submission scenario planning and prioritisation. • HM Treasury Commission and estates capital bid gap analysis and provision of additional information. • HM Treasury negotiations including evidence gathering and presentation. • Review, challenge and subsequent revision of HMT submission packs and benefits. ○ SR19 ROEL bid support; <ul style="list-style-type: none"> • 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' requirements. ○ Estates strategy and implementation; <ul style="list-style-type: none"> • Development of an Estates strategy and approach to implementation. • Review and evaluation of options for the allocation of budgets to projects following SR settlement. • Business case development for larger projects in terms of cost and benefit realisation • Smart working programme strategy and business case development ○ Othersubjectmatterexpertiseandrelatedareasofsupportasrequired,forexample: <ul style="list-style-type: none"> • Ability to draw on expertise from economists, accounting experts (IFRS 16), VAT expert? • Exit and contingency planning for transfer of Detra group Property function to the GPA ○ Internal governance support to prepare stakeholder presentations, negotiation strategiesand support the investmentcommittee review and challenge process. 	
Minimum Order Value No minimum order value agreed	

<p>(2.2) Premises</p> <p>Consultants are expected to split time between their own offices and Defra's London office:</p> <p>Nobel House 17 Smith Square London SW1P 3JR</p> <p>(2.3) Lease/ Licenses</p> <p>Not Applicable</p>
<p>(2.4) Standards</p> <p>Not Applicable to this contract</p>
<p>(2.5) Security Requirements - Not Applicable to this contract</p> <p>Security Policy</p> <p>(D)</p> <p>Additional Security Requirements</p> <p>(D)</p> <p><i>[Guidance: Include any information regarding Security Requirements that are appropriate to the Customer or the location where the Services are being provided. Consider if there are any other specific security requirements relating to the Customer and include details.]</i></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>Not applicable to this contract due to the finite need for support</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>Not Applicable</p>
<p>(3.2) Account structure including Key Personnel</p> <p>Key Personnel:</p> <p>The contract will be managed by the client lead – [REDACTED] – who will be supported by [REDACTED] who both sit within Defra group Property.</p> <p>KPMG LLP Account Manager [REDACTED]</p>

<p>The contract will be included within Defra Group Commercial's Corporate Services – Professional Services -Consultancy Category.</p>				
<p>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</p> <p>Not Applicable</p>				
<p>(3.4) Outline Security Management Plan – Not applicable</p> <p>As set out below:</p> <p>[I</p> <p><i>[Guidance: As part of the ordering process, Customers should require the Supplier to provide an outline plan and policy and include this in the Order Form in this paragraph 3.4.1]</i></p>				
<p>(3.5) Relevant Convictions - Not applicable</p> <p>A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided <i>[Guidance: You may wish to specify a particular conviction(s) e.g. involving dishonesty, violence, sexual offence]</i></p>				
<p>(3.6) Implementation Plan</p> <p>This is the continuation of a need with the same supplier. No implementation plan is needed.</p>				
<p>4. PERFORMANCE QUALITY</p>				
<p>(4.1) Key Performance Indicators</p> <p>To be approved at first meeting for this new contract</p>				
<p>(4.2) Service Levels and Service Credits – Not used in this contract</p> <p>When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:</p>				
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))

Total value for this contract is £740,000.00

The contract rates are per the "Proposal for next stage of Estates work" document included as Annex 1 to this Award Letter. Our day rates constitute 7 working hours.

The contract value excludes expenses incurred properly and necessarily in the performance of the Services listed in Section 2.1 of this Award Letter in accordance with Supplier's current expenses policy. These will be reimbursable in addition to the contract value.

(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

Supplementary requirements:

Once the one year submission is made to HMT (via Defra central team) we would wish to receive the latest version of spreadsheets, presentations and documents that KPMG are holding and which have been developed at the instruction of, and/or in conjunction with:

- The Defra group Property team [REDACTED]
- Defra agencies and ALBs
- Other consultancies who have been involved in the SR project (Mott MacDonald, Frontier Economics and any other supplier who may have been successful in the Economist tender competition).

These would include, but not be limited to:

- The Office financial analysis (including Programme/Profile)
- Office prioritisation matrix
- Templates and accompanying presentations for Offices, Depots and I&I (where it has been updated by KPMG)
- Any presentations or documents developed for the purpose of informing SLT, ExCO, ECG, PPF, etc.

Any models, including but not limited to the Office Cost Model, will be provided to the Authority and any related entities on receipt of a signed copy of the Supplier's hold harmless letter.

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.

The Authority undertakes not to provide the Supplier with personal data except where necessary for the administration of the Call-Off Contract, such as the Authority providing the Supplier with contact details of the Authority's Contract Manager.

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 NHS Conditions of Contract for purchase of Goods and/or Services and by signing below agree to be bound by the terms of this Contract.

Framework_T,C....

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

Name and Title	
Signature	

Date: 16/08/2019

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

Name
and

Signature

Date 19/08/2019

