

## RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE:	C23806
THE BUYER:	Department for Environment, Food and Rural Affairs
BUYER ADDRESS	Affairs 2 Marsham Street, London, SW1P 4DF
THE SUPPLIER:	KPMG LLP
SUPPLIER ADDRESS:	15 Canada Square, London, E14 5GL
REGISTRATION NUMBER:	OC301540
DUNS NUMBER:	423916167
SID4GOV ID:	NA

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 29th March 2024

It's issued under the Framework Contract with the reference number RM6187 for the provision of Business Services Support 2024

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

### Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory

- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 Not Used
- Joint Schedule 9 Not Used
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

### **Call-Off Schedules**

- Call-Off Schedule 1 Not Used
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 Not Used
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 12 Not Used
- Call-Off Schedule 13 Not Used
- Call-Off Schedule 14 Not Used
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 17 Not Used
- Call-Off Schedule 18 Not Used
- Call-Off Schedule 19 Not Used
- Call-Off Schedule 20 Not Used
- Call-Off Schedule 21 Not Used
- Call-Off Schedule 23 Not Used

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not 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.

### **Call-off special terms**

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the

Buyer for any other expenses or any other disbursements

**Call-off start date:** 01/04/2024

**Call-off expiry date:** 31/03/2025

**Call-off initial period:** 12 months

**CALL-OFF OPTIONAL EXTENSION PERIOD 12 months**

**Call-off deliverables:**

**A. Leadership and management**

- Provide senior leadership to the Business Partner team to ensure that services meet desired outcomes and that SCAH PBC 2.0 is submitted on time and to quality suitable for approval
- Provide ad-hoc strategic advisory support to the SCAH leadership on issues relevant to Programme Business Case delivery
- Undertake all contract management activities necessary to support the successful delivery of the scope and to provide continuing confidence in delivery on-time and within the contract budget.
- Attendance and provision of suitable material at weekly Steering Group meetings, bi-weekly/monthly contract management reviews (forecast, payments, change, early warnings), monthly reports on hours billed to support invoicing and provision of CVs for any newly onboarding staff for approval.

**B. PBC 2.0 development and management**

- Coordinate the delivery of the overall PBC 2.0 document and the required appendices, ensuring the Business Support Partner drafts the PBC itself while coordinating the required inputs from across the programme and programme partners
- Author the strategic, commercial and management cases, drawing on inputs from across the programme and the relevant programme partners
- Support the programme in planning and delivering stakeholder engagement activity to support successful delivery and approval of PBC 2.0, including the development of associated comms products
- Support the programme in the transition from the interim delivery partner to the longer-term delivery partner, for example by helping the Programme Director to define the SCAH operating structure, as well as by identifying the programme processes and documentation that need to be reviewed and matured by the Delivery Partner to support the development of the PBC 2.0 management case.
- Support the programme with the development of inputs to the commercial case, translating emerging commercial documentation (e.g. commercial and delivery strategies, market engagement reports) into PBC content.
- Maintain in detail the pathway and schedule to PBC 2.0 delivery and approval

### **C. Economic case support**

- Develop the methodology and analytical model for appraising SCAH's economic benefits for all relevant options, in areas including: improving operational efficiency, mitigating disease outbreak, facilitating trade, supporting research & innovation, maintaining the UK's global reputation, and growing the local economy. The aim here is to provide a comprehensive and robust approach which has the buy-in from key stakeholders.
- Using the economic model, undertake cost benefit analysis, sensitivity analysis, switching value analysis and regret minimisation analysis for PBC 2.0, liaising with the SCAH programme team and its advisors, APHA colleagues, Defra economists and wider stakeholders as required to source assumptions, data inputs and case study evidence to underpin the modelling.
- Author the economic case chapter of PBC 2.0, including relevant technical appendices where required, drawing on the outputs of the economic modelling and input from across the programme and the relevant programme partners.
- Support the programme leadership in its engagement internally (e.g. Defra economists) and externally (e.g. with HM Treasury, the IPA and other stakeholders) on issues relating to the PBC 2.0 economic analysis.
- Work jointly with the SCAH programme's other advisors to source data inputs, such as liaising with cost advisors to obtain economic costs for the relevant options.
- Work jointly with the strategic case leads, and leads of other cases, to ensure a 'golden thread' across the dimensions of PBC 2.0.
- Project manage the delivery of the economic case to ensure inputs are provided in a timely manner according to the PBC plan.

### **D. Financial case support**

- Develop an Excel financial model for handover to the client to appraise the affordability of SCAH for all relevant options. This will draw on inputs from the SCAH programme team and its advisors on the technical design and costing for relevant investment options, as well as inputs from other KPMG teams (e.g. business change costs).
- Undertake affordability analysis and sensitivity analysis using the financial model, liaising with the SCAH programme team and its advisors, Defra finance and wider stakeholders as required to source assumptions and data inputs.
- Provide technical advice where required to inform this financial analysis, for example in relation to tax and accounting.
- Author the financial case chapter of PBC 2.0, including relevant technical appendices where required, drawing on the outputs / table produced from the financial model, and input from across the programme and the relevant programme partners.
- Provide strategic guidance on financial assumptions / key principles to the financial case, and support the SCAH programme team in securing the buy-in of key stakeholders, including HMT and IPA, to these principles.



- Work jointly with the economic case team to ensure alignment with assumptions in the economic case where relevant.
- Support the programme leadership in its engagement with HM Treasury, the IPA and other stakeholders on issues relating to the costs, funding requirements and affordability of SCAH as part of PBC 2.0.
- Project manage the delivery of the financial case to ensure inputs are provided in a timely manner according to the PBC plan.

**E. Procurement support**

- Ongoing support to upcoming commercial and procurement activity as required
- Facilitate and support SME discussions relating to commercial delivery models

**F. Business change support**

- Shape the development of SCAH business change strategy, including the associated detail required for inclusion in PBC 2.0, ensuring the appropriate buy-in and approvals from across the programme (incl. Programme Executive)
- Develop a business change framework, outlining cost drivers across the operating model, drawing on benchmarks from other programme partners and inputs from across SCAH, APHA and DgP.
- Calculate the costs associated with business change scope, for inclusion in PBC 2.0

**G. Subject matter reach back**

*(All activity subject to explicit agreement with the SCAH contract management prior to the commencement of work)*

- SME input into programme workshops relating to commercial delivery models, procurement acceleration/approaches and commercial insights utilising case studies and industry advice.
- SME advice on other issues as required, in areas including but not limited to ESG and commercial strategy.

**Security**

Short form security requirements apply

**Maximum liability**

The limitation of liability for this Call-Off 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 are:

**£3,291,120.00**

### **Call-off charges**

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

### **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

### **Buyer's invoice address**

[REDACTED]  
[REDACTED]  
[REDACTED]

### **FINANCIAL TRANSPARENCY OBJECTIVES**

NA

### **Buyer's authorised representative**

[REDACTED]  
[REDACTED]  
[REDACTED]

### **Buyer's security policy**

[REDACTED]  
[REDACTED]

### **Supplier's authorised representative**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### **Supplier's contract manager**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### Progress report frequency

As per Call off Deliverables and agreed ad hoc with contract manager

### Progress meeting frequency

As per Call off Deliverables and agreed ad hoc with contract manager

### Progress Performance Indicators

Theme	Description and purpose	Measurement
Customer Satisfaction	KPI's linked to customer satisfaction and how feedback has been acted on and improved the outcomes of the programme	Evidence of how 100% written feedback from, previous mo meeting provided by contract manager/SCAH project team, actioned or plans to be actioned, at monthly meeting.
		100% On-time delivery of project milestones – milestone p l on contract award.

To be assessed Monthly and agreed with Contract Manger

### Key staff

Key staff list and their contact details:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
  
[REDACTED]

### Key subcontractor(s)

Not Applicable

### Commercially sensitive information

[REDACTED]  
[REDACTED]  
[REDACTED]  
  
[REDACTED]  
[REDACTED]

### Service credits

Not applicable

### Additional insurances

Not applicable

### Guarantee

Not applicable

### Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments and sustainability objectives of DEFRA. Targets for social value and sustainability set in

## Appendix 1 Social Value commitment

### Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

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

Signature:

Name:

Role: Partner

Date: 20 March 2024

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

Signature:

Name: Ruth Thompson

Role: Commercial Lead

Date: 20/03/2024