



Appendix 2 – Call-Off Procedure:

**for The Research, Development and Evidence (RDE)
Framework Lot 6; Sub-lot 6.2 Healthy and Biologically
Diverse Seas**

**Intertidal Monitoring Survey for the Marine Natural
Capital and Ecosystems Assessment (mNCEA)
programme – Morecambe Bay SAC**

ITT: 10577

ECM – 66698

December 2022

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.

Research, Development and Evidence Framework ORDER FORM
To be completed by Contracting Authority Project Manager and sent to Contractor for countersignature
Project Title: <i>Intertidal Monitoring Survey for the Marine Natural Capital and Ecosystems Assessment (mNCEA) Programme – Morecambe Bay SAC</i>
Call off Reference: 10577
Bravo Ecm: 66698
Date:05/12/2022

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: ABPmer, Quayside Suite, Medina Chambers, Town Quay,
Southampton. Hampshire. SO14 2AQ

Contracting Authority guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract 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 Call-Off Deliverables and dated **20/12/2022**. It's issued under the Research Development & Evidence Framework Agreement reference 30210 for the provision of ***Intertidal Monitoring Survey for the Marine Natural Capital and Ecosystems Assessment (mNCEA) Programme – Morecambe Bay SAC***
CALL-OFF SUB-LOT: **Lot 6; Sub-lot 6.2**

CALL-OFF INCORPORATED TERMS The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

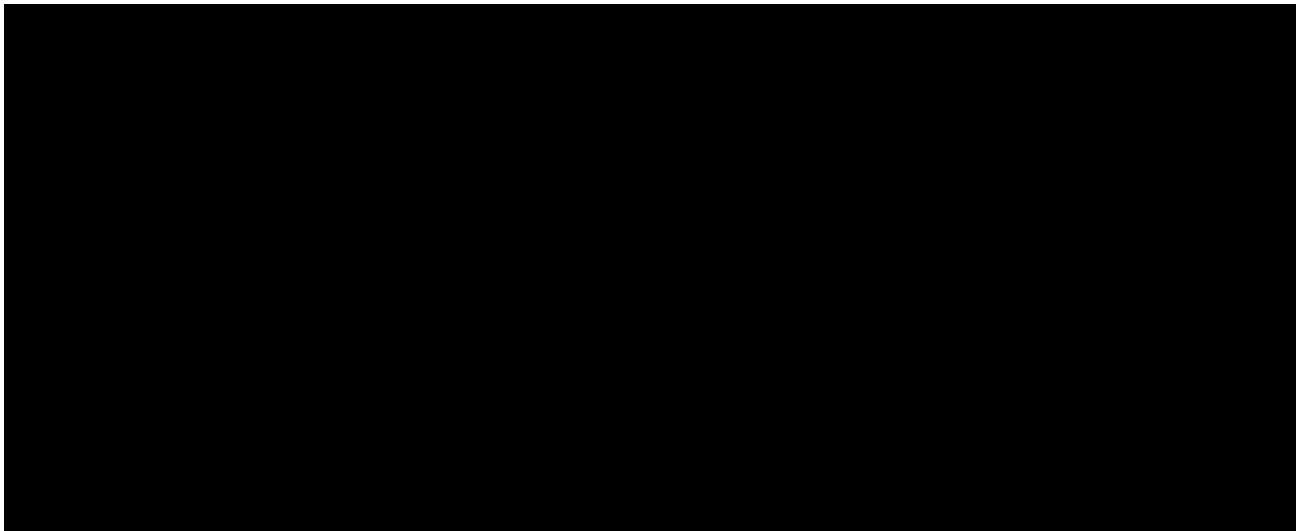
1. Defra Framework Terms and Conditions;
2. Request for Proposal;
3. Proposal;

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.

CALL-OFF START DATE: 20/12/2022

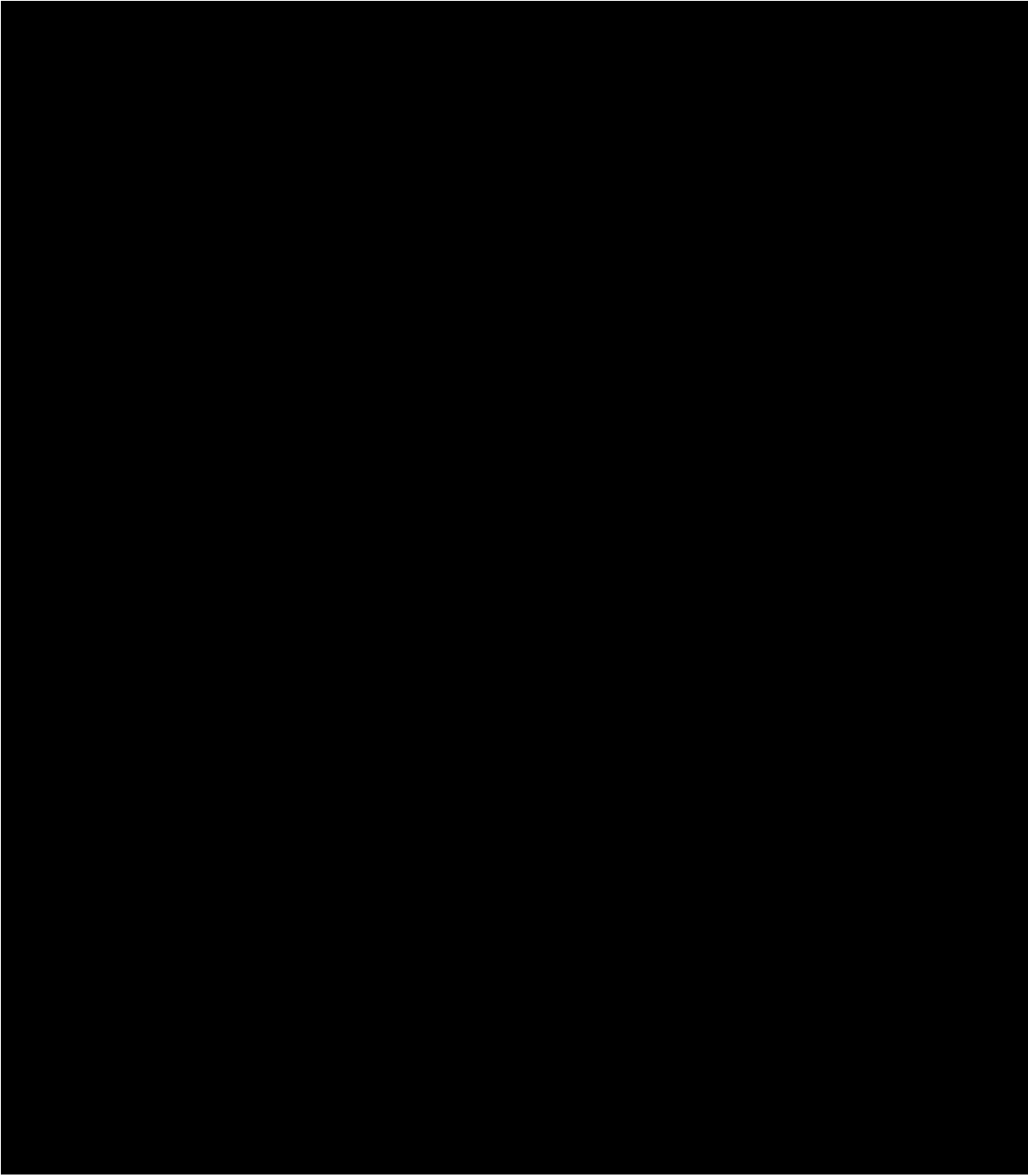
CALL-OFF EXPIRY DATE: 31/03/2023

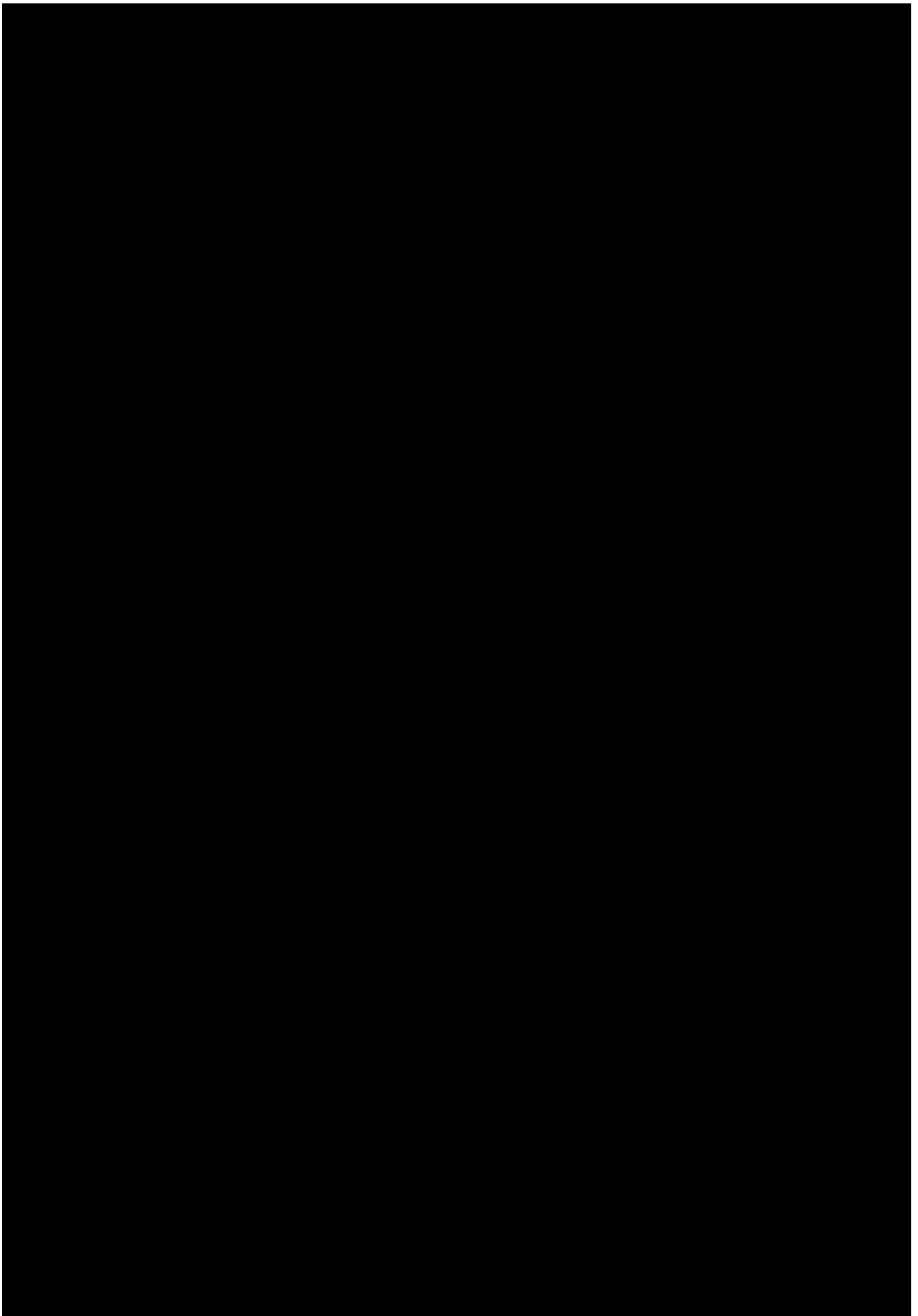
CALL-OFF INITIAL PERIOD: 6 months

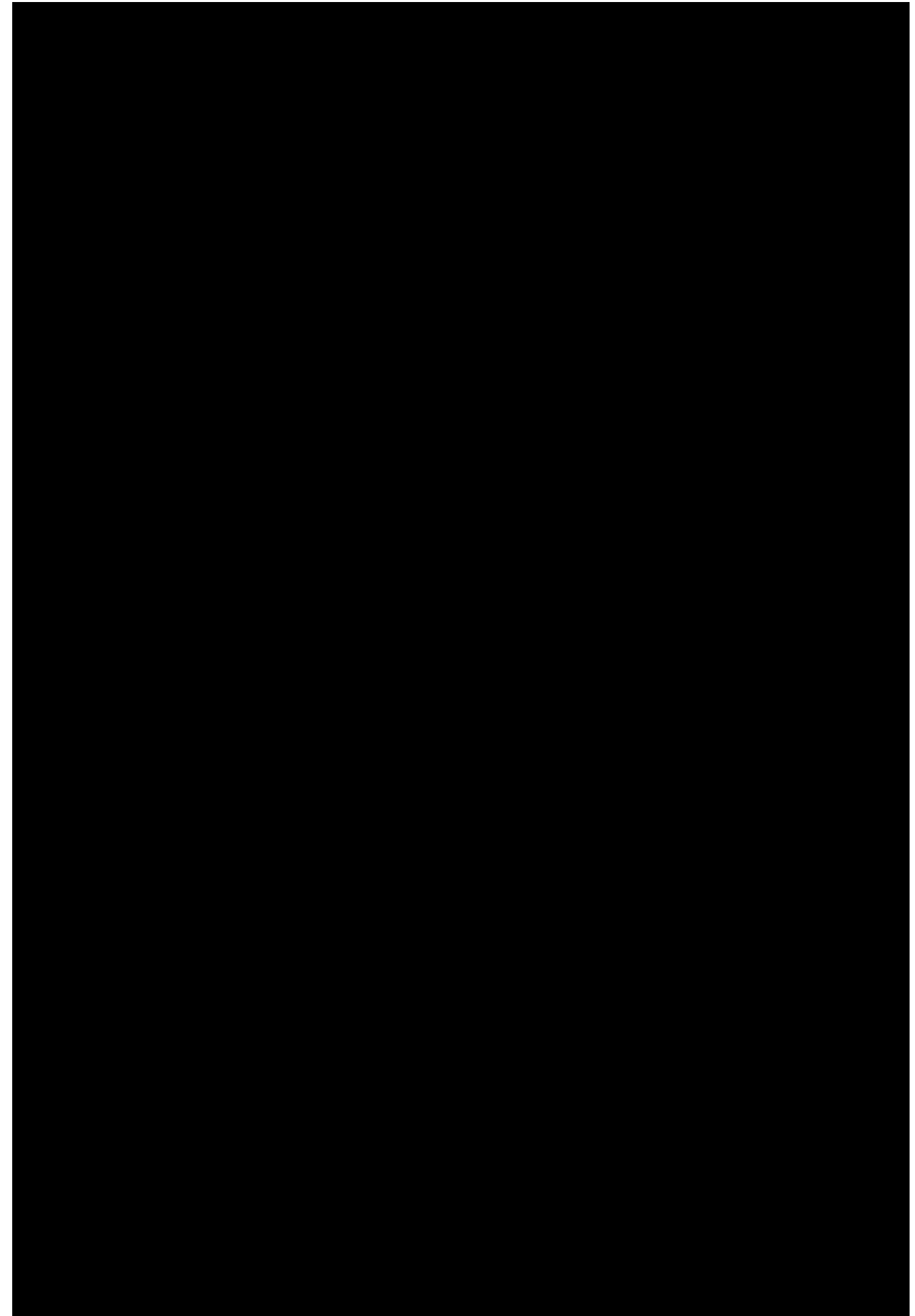


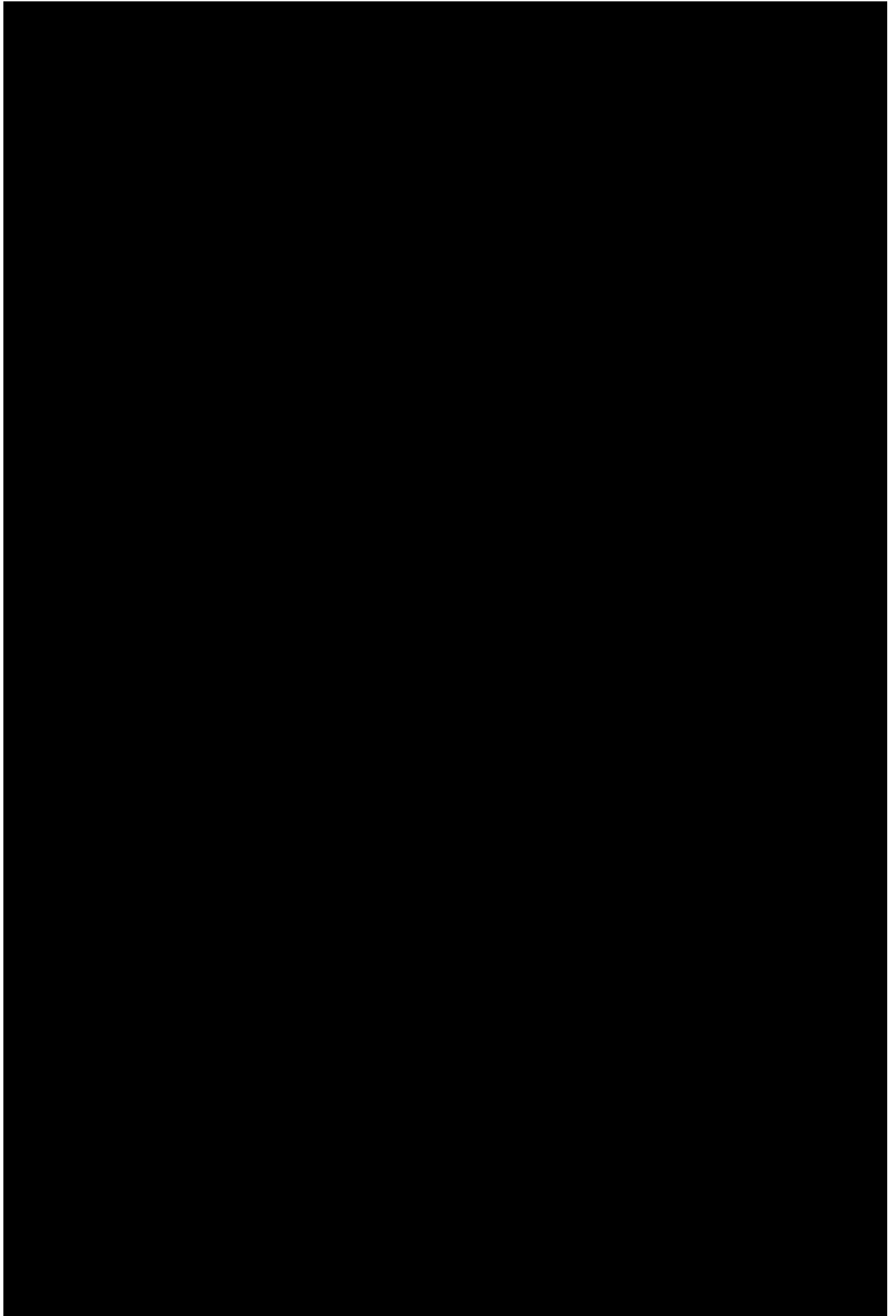
Annex - 1

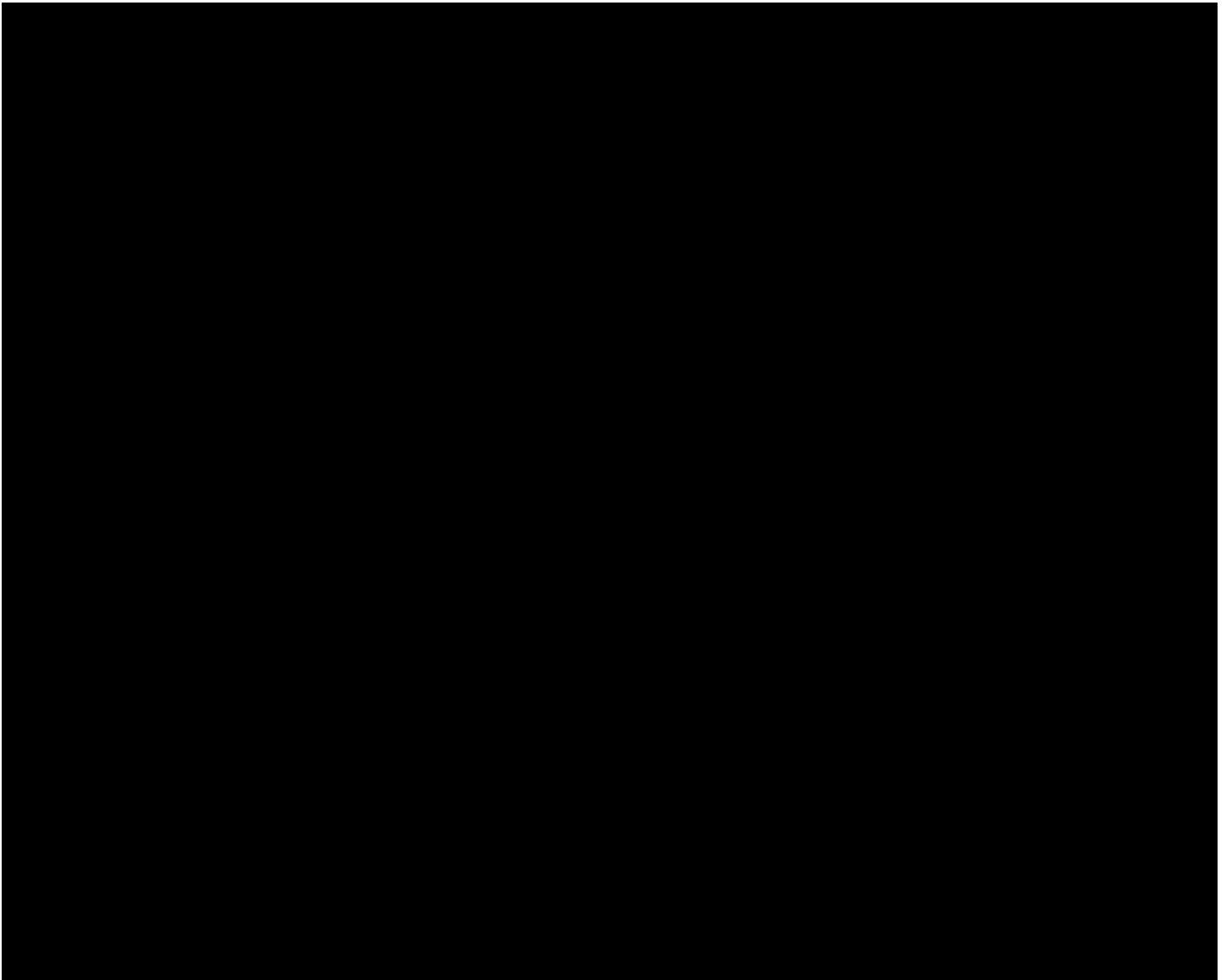
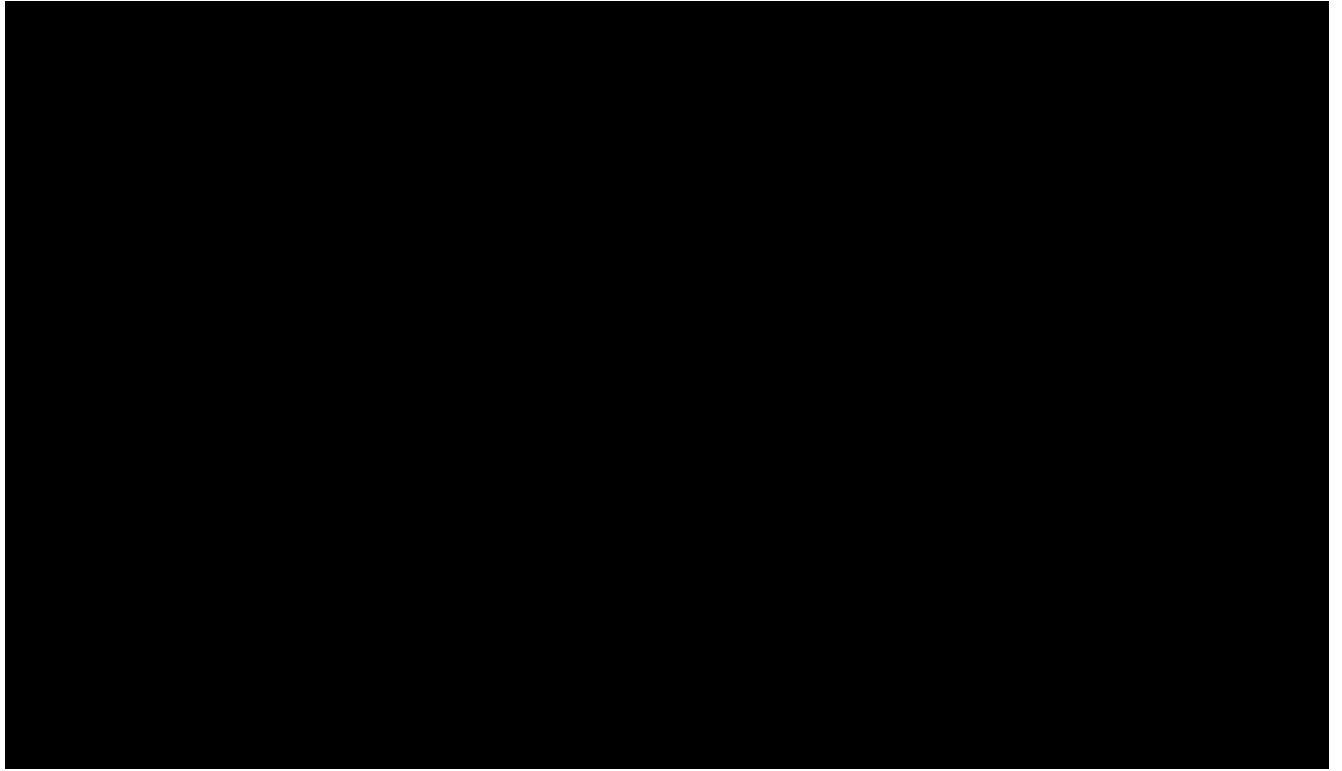
CALL CONTRACTOR'S SUBMISSION

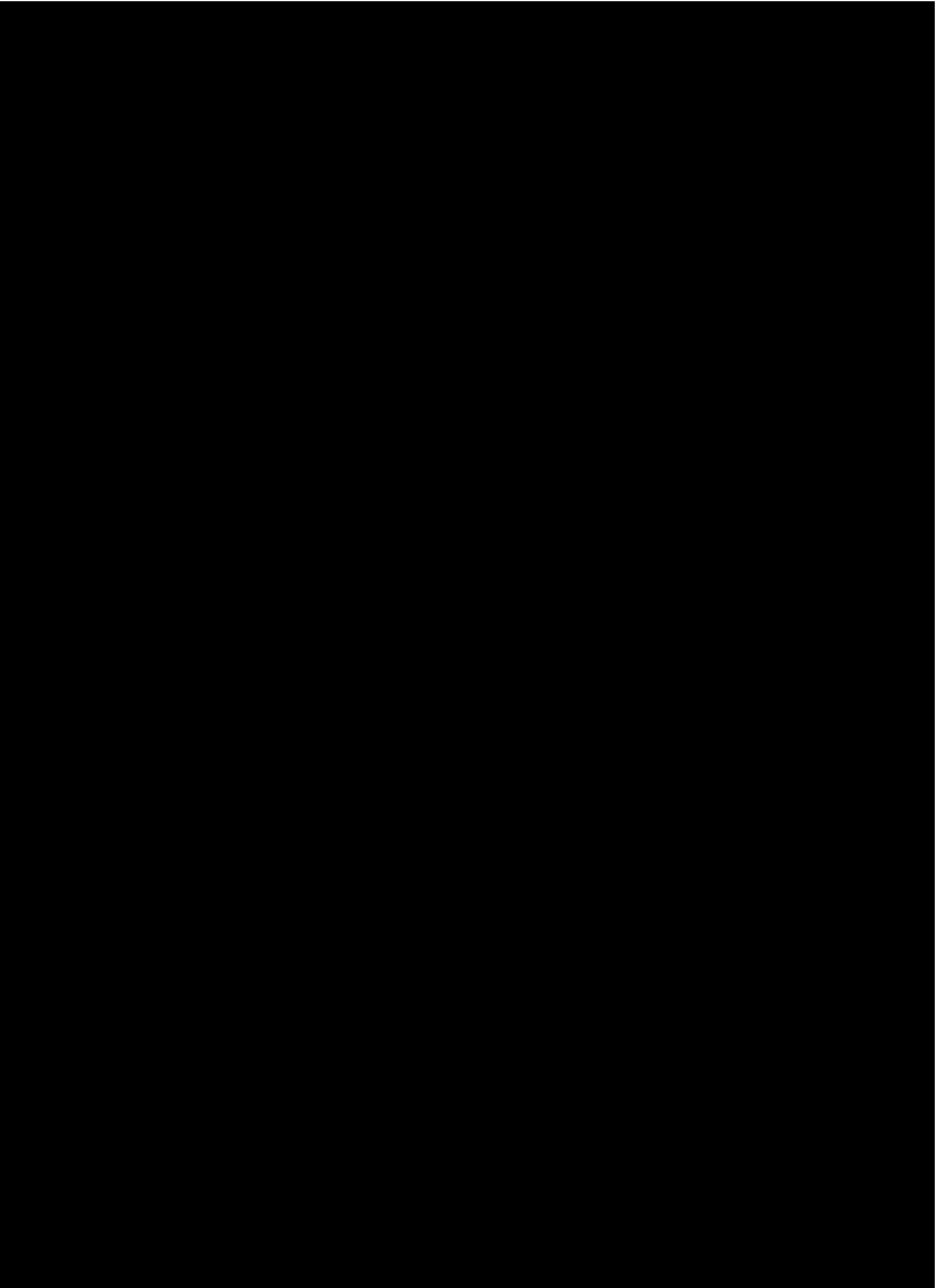


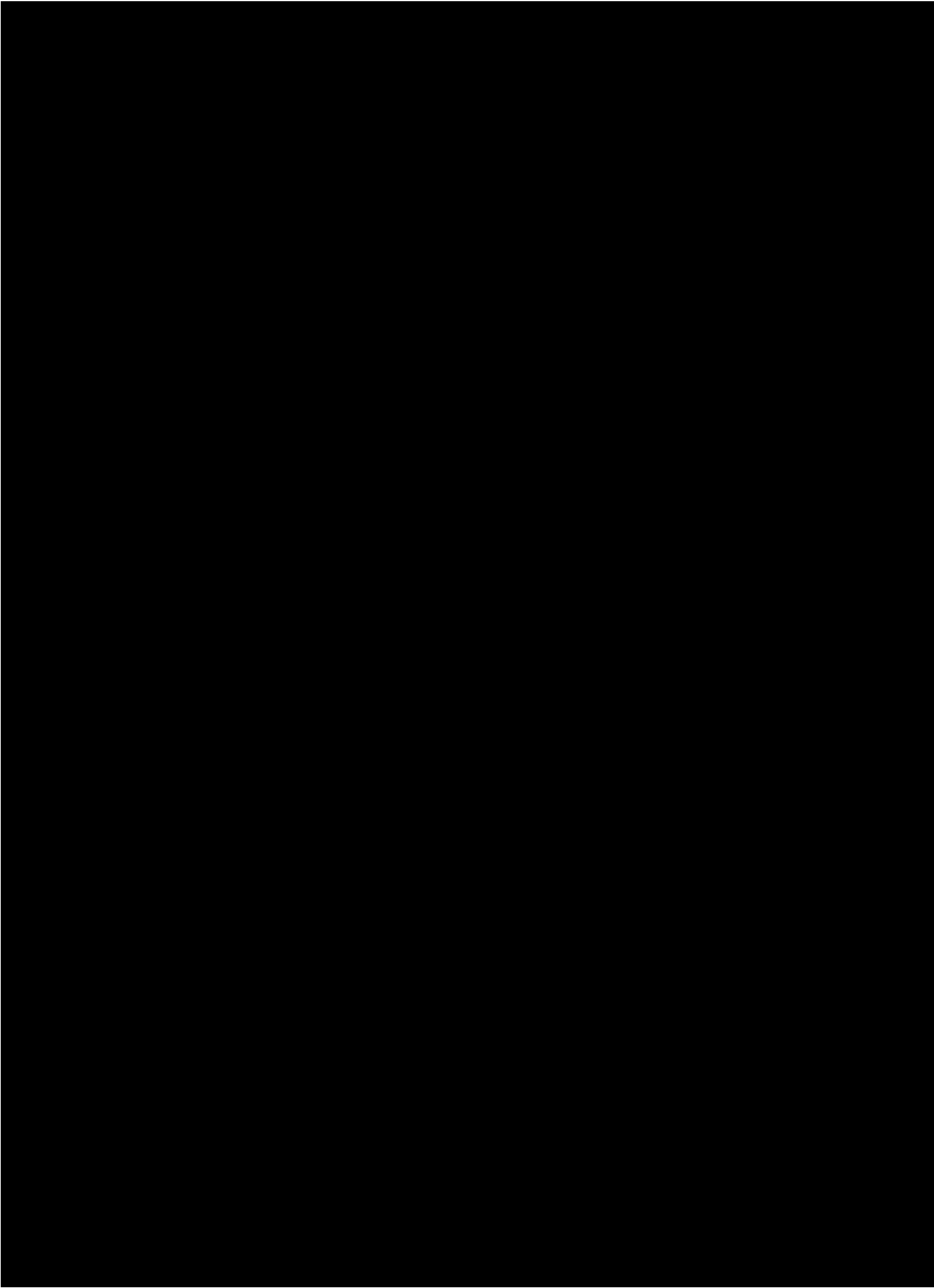




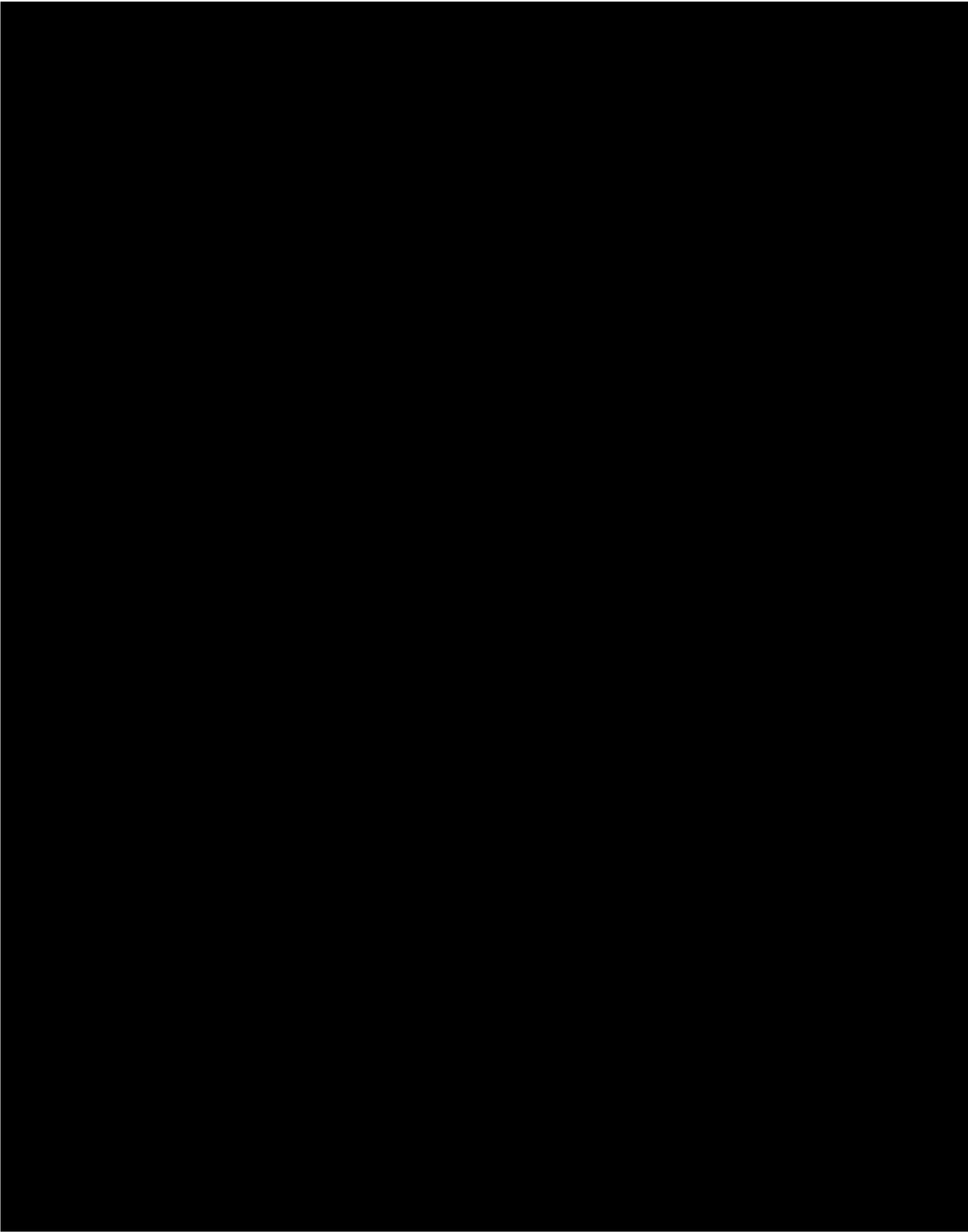














Annex 2 - Governance and Contract Management

1. The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Annex 3 and 4 below.
2. An official within the Natural England mNCEA project team will act as the Project Officer responsible for the day-to-day management of the contract. The Supplier will appoint a Project Manager who will act as the principal point of contact for Defra.
3. The Supplier will be required to provide the Project Officer at Defra with regular progress updates. The form of these updates will be agreed in the inception meeting but is likely to involve weekly project management telephone meetings initially, changing to every two weeks when project is well-established. The Supplier will also agree to make all reasonable efforts to meet with Defra officials as and when required.
4. Following completion of a deliverable a 'Post-Assignment Feedback' review will be undertaken with key members of the programme team to discuss what was achieved, what went well and any opportunities for improvement on future assignments.
5. The Supplier shall meet the agreed deadlines for delivery of the project deliverables and will notify the Authority without delay if there is a risk that they may be unable to meet this deadline. Tenderers should provide an assessment of risks and countermeasures in a risk management plan as part of their submission.

6. Efficiencies and Continuous Improvement in Service Lifetime

- 6.1. During the Contract, the Contractor shall look to develop, maintain, and improve efficiency, quality and where possible provide a reduction in charges to enhance the overall delivery of the Contract.
- 6.2. The Contractor shall have an ongoing obligation throughout the Contract to identify new and potential improvements to the Services which shall include, but are not limited to:
 - 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.

7. Performance Management

- 7.1. 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.

7.2. 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 Annex 4 and 5.

Annex 4: 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 Annex 5 or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

Annex 5: Key Performance Indicators (KPI's)

KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
KPI 1 – Project Deadlines	Deliverables will be presented by the Contractor(s) to the Authority at the agreed date and quality as outlined in the deliverables. (Includes surveys being conducted in required window)	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
KPI 2 – Invoices	Invoices to be received within three (3) working days of the end of each deadline.	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. Evidence is required of the deliverable.	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.			
KPI 3 – Quality of Deliverable: Error Free	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
KPI 4 – Check point risk Assessment	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

KPI 5 – Monthly activity check-in with Authority	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
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SCHEDULE 2 - PRICING

1. The Authority shall pay to the Contractor no more than the fixed sum identified in Table 1: GBP **£46,500.00** as the Price excl VAT.
2. Subject to any variation of the project, the amount in paragraph 1 shall remain firm throughout the duration of the agreement.
3. In the event that the Contract is varied, the amounts in Table 1 may be adjusted as agreed in writing, between the Authority and the Contractor.
4. All payments quoted are exclusive of VAT.
5. The payment will be in stages as follows:
 - 5.1. Upon completion, to the satisfaction of the Authority, of the Services and deliverables described in the Specification for each of the periods set out in Table 2 below, the Contractor shall submit an invoice to the Authority for the amounts set out in Table 1.
 - 5.2. Any and all such invoices shall comply with the requirements in section C of the Contract and the Contractor shall provide all further reasonable information and/or evidence of completion as the Authority shall reasonably require to demonstrate the satisfactory completion of the agreed milestones.
 - 5.3. The Contractor shall be able to invoice for costs incurred where a proportion of work-to-date has already been undertaken on subsequent Stages. This shall apply in cases where the Contractor has received prior written approval from the Authority to proceed with a Work on a Stage or prior to a subsequent stage of Work that is awaiting approval by the Authority.
 - 5.4. Within 30 days of receiving an invoice satisfactory to the Authority, the Authority shall pay to the Contractor the amount of the eligible costs which the Authority reasonably consider to have been properly incurred by the Contractor in the carrying out of the project during the relevant period.
 - 5.5. The Contractor shall be responsible for the payment of any Sub-Contractors.

