

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

Order Form

CALL-OFF REFERENCE:	C25158
THE BUYER:	Secretary of State for the Department for Environment, Food and Rural Affairs
BUYER ADDRESS	2 Marsham Street London SW1P 4DF
THE SUPPLIER:	The Nichols Group Limited
SUPPLIER ADDRESS:	7-8 Stratford Place, London W1C 1AY
REGISTRATION NUMBER:	02930116
DUNS NUMBER:	737-997-007
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 1st July 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of SCAH Specialist Advisory Consultancy Services.

CALL-OFF LOT(S):

Lot 2

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 cannot 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 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 6 (ICT Services) - Optional
 - Call-Off Schedule 7 (Key Supplier Staff) - Optional
 - Call-Off Schedule 9 (Security) - Optional
 - Call-Off Schedule 18 (Background Checks) - Optional
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 July 2024

Call-off expiry date: 30 June 2025

Call-off initial period: 12 Months

CALL-OFF OPTIONAL EXTENSION PERIOD – up to a further 6 month period.

Call-off deliverables:

The SCAH Programme requires a 12 + 6 month contract with Nichols Group at a maximum contract value of [REDACTED] via MCF3 to cover the below services. The Client requires the Consultant to provide the following services and deliverables:

- Act as Interim Programme Director
- Provide advice to the SRO, SSG, Programme Board and Executive team on delivery strategy, performance, operational delivery, commercial strategies and operating model.
- Support the SRO by Providing leadership and direction to members of the SCAH programme team, and to supply chain, to secure delivery of the SCAH programme Objectives within time/cost/quality requirements.
- Programme Delivery Leadership
 - Membership and advice to Programme Executive
 - Membership of the ROAC, SSG and Programme Board
 - Membership of programme SLT
 - Chair Delivery Steering Groups
 - Attendance at Science Facility Joint Management Board
 - Attendance/chairing of other meetings as required by the SRO
- Support the SRO through the final production and governance stages of the SCAH PBC2. Support the SRO in the preparation of future PBC updates and major project FBC's.
 - Attendance and advice at key meetings with HMG, including the Cabinet Office, IPA and HMT
 - Represent the programme alongside the SRO at MPRG
- Support the continued development and implementation of the Programme Delivery Framework (PDF)
 - Use extensive experience of GMPPs to guide the continued development of the PDF
 - Embed within the SCAH programme
- Lead the set up and development of the CPO to ensure an effective 'decision support' function is established focussing on: governance, risk, pipeline management, reporting, assurance, issue escalation, milestone management, change control, Project Business Case development, Sub-Programme Strategy & WBS development, benefits management, quality management and performance management of the DP.
- Support the development of commercially successful strategies to support effective delivery of Enabling, Infrastructure and Science Hub sub-programmes.
- Oversee the development of Science Hub RIBA 3, ensuring collaborative design development with the Tier 1 Contractor.
- Lead the further development of the Business Change plans for the programme, including Transition activities.
- Oversee the implementation of compliant HSE processes and procedures via the DP.
- Performance management of SCAH suppliers to ensure high quality deliverables are consistently provided under individual contracts.
 - Successful procurement and mobilisation of the Technical Partner
 - Continue to develop capabilities and confidence in the Delivery Partner
 - Support the renewal of the Technical Assurance and Quality Partner

- Define and support procurement of future client-side services such as cost assurance and CPO
- Provide expert knowledge and expertise to the procurement of future SCAH contractors

The named resource shall be [REDACTED], who'll provide the above services in line with the following:

- All SCAH documents, files and information shall be treated and handled in accordance with the SCAH Security Aspects Letter signed by [REDACTED].
- An Ethical Wall Agreement shall be in situ, signed by [REDACTED].
- A Conflict-of-Interest statement shall be in situ, signed by [REDACTED].
- [REDACTED]

In addition to the above, the following shall also form part of the call-off contract:

The Science Building Lead shall:

- sponsor the design development of the Science Buildings to RIBA3, then 4,
- drive the performance of the Delivery Partner and Technical Partner to achieve SCAH objectives and timescales,
- shall maintain relationships with the science community, Defra Operations and Digital specifiers.

The Science Building Lead's focus shall be to lead the Science workstream, within the Technical Partner scope, to support the development of RIBA 3, Tier 1 ECI and the development of the RIBA 4 design.

This work supports a move to cost certainty, schedule certainty, understanding risks, refining the delivery strategy and commercial strategy for the science buildings. Looking for opportunities to reduce required budget and accelerate the delivery schedule using MMC, off-site manufacturing and innovative phasing of the works for the science buildings.

The Science Building Lead shall mentor the internal team and grow the capability of the SCAH Science team in the longer term.

The named resource shall be [REDACTED], who'll provide the above services in line with the following: -

- All SCAH documents, files and information shall be treated and handled in accordance with the SCAH Security Aspects Letter and Non-Disclosure Agreement, as signed by Kevin Cooper.
- An Ethical Wall Agreement shall be in situ, signed by [REDACTED].
- A Conflict-of-Interest statement shall be in situ, signed by [REDACTED].
- [REDACTED]
- [REDACTED] shall be managed by [REDACTED] under the current terms of the contract.

Security

Part A (Short Form Security Requirements)

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

Call-off charges

The maximum estimated initial 12 month period charges: [REDACTED] (ex VAT)

The maximum estimate for the 6 month extension charges: [REDACTED] (ex VAT)

Total maximum estimated cost for the 12+6 months charges: [REDACTED] (ex VAT)

Day rates

[REDACTED] [REDACTED]

Payment shall be made on a Time and Material basis, subject to agreed timesheets. There is no guaranteed level of minimum spend under this Contract.

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.

Payment method

30 days in arrears via BACS.

Buyer's invoice address

SCAHcommercial@defra.gov.uk

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

[REDACTED]

Buyer's security policy

To be provided following contract execution.

Supplier's authorised representative

[REDACTED]

7-8 Stratford Place, London, W1C 1AY

Supplier's contract manager

[REDACTED]

7-8 Stratford Place, London, W1C 1AY

Progress report frequency

As agreed between parties

Progress meeting frequency

To be arranged

Key staff

[REDACTED]

Key subcontractor(s)

N/A

Commercially sensitive information

N/A

Service credits

N/A

Additional insurances

N/A

Guarantee

N/A

Buyer's environmental and social value policy

To be provided following contract execution.



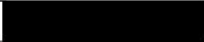
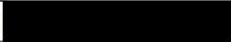
Social value commitment

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 in Call-Off Schedule 4 (Call-Off Tender)]

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:	For and on behalf of the Buyer:
Signature: 	Signature: 
Name: 	Name: 
Role: Centre Lead	Role: Senior Commercial Manager
Date:	Date: