

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

Order Form

CALL-OFF REFERENCE: C16535

THE BUYER: Secretary of State for Environment, Food and Rural Affairs

BUYER ADDRESS Nobel House Area 1 | 17 Smith Square | London | SW1P 3JR

THE SUPPLIER: The Nichols Group Limited

SUPPLIER ADDRESS: 7-8 Stratford Place, London W1C 1AY

REGISTRATION NUMBER: 02930116

DUNS NUMBER: 737997007

SID4GOV ID: N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 03 April 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Specialist Advisory 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 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 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: 05 April 2023

Call-off expiry date: 04 July 2023

Call-off initial period: 3 Months

CALL-OFF OPTIONAL EXTENSION PERIOD – Further 3 Month period.

Call-off deliverables:

On behalf of the SCAH Programme Executive Team, provide assurance for timely delivery of ongoing Professional Services and Works procurements and a wider strategic review of the SCAH Supply Chain and contract landscape.

- Review and assure timely delivery of market ready Specifications for the Professional Services procurements
- Working with SCAH construction director, advise the SCAH Programme Executive Team, on the current state of mobilisation of procurements in support of the Capital Programme, identify key challenges and changes to be implemented
- Provide direct hands-on support to the SCAH Construction Director, and SCAH Commercial Director, to re-set the approach to Procurement of Professional Services for the SCAH Programme, as agreed with SCAH Programme Executive Team.
- Working with the Construction Director, Commercial Director, and SCAH Independent Board member, review the overall SCAH Commercial Strategy and support recommendations to the SCAH Programme Executive Team and the SCAH Board for the next phase of development of that strategy. On behalf of Construction Director, provide advice and assurance to works planning, packaging, and reporting as follows:
 - Planning - Support Construction Director provide assurance to SCAH Programme Executive Team, Programme Director, and SCAH Board that there is a credible strategy and plan for delivery, to allow rapid progress into Design Stage.
 - Reporting and escalations - Support the Construction Director to assure project controls, upwards reporting, and engagement, that secures and maintains credibility, provides assurance, facilitates timely decisions and provides leadership and focus for SCAH procurement activity.
 - Resourcing - Working with the Construction Director, review and advise any amends to the current resourcing requirement and team structure. Identify priorities for personal and team development that will support an upwards trajectory in performance.
- Any advice and support, as instructed by the SCAH Programme Executive Team and agreed [REDACTED]

The named resource shall be [REDACTED] 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 as signed by [REDACTED]
- An Ethical Wall Agreement shall be in situ, signed by [REDACTED]
- [REDACTED] shall hold SC Clearance.

Security

Part A (Short Form Security Requirements)

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Call-off charges

[REDACTED]

Initial three month period budget - [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

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]
[REDACTED]
[REDACTED]

Buyer's security policy

To be provided following contract execution.

[REDACTED]
[REDACTED]

Supplier's authorised representative

[REDACTED]
[REDACTED]
[REDACTED]
7-8 Stratford Place, London W1C 1AY

Supplier's contract manager

[REDACTED]
[REDACTED]
[REDACTED]
7-8 Stratford Place, London W1C 1AY

Progress report frequency

As agreed between parties.

Progress meeting frequency

As agreed between parties.

Key staff

[REDACTED]
[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:

Signature:

Name:

Role:

Date: 12/4/23

For and on behalf of the Buyer:

Signature:

Name:

Role: Commercial Director

Date: 12/4/2023