

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

Order Form

CALL-OFF REFERENCE: **C20972**

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: **737-997-007**

SID4GOV ID: **N/A**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **04** October 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Further **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:



Call-off start date: 04 October 2023

Call-off expiry date: 31 March 2024

Call-off initial period: 6 Months

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

Call-off deliverables:



- On behalf of the SCAH SRO, provide assurance for timely delivery of ongoing Professional Services procurements.

- Provide direct hands-on support, to re-set the approach to Procurement of Professional Services for the SCAH Programme, as agreed with SRO.
- Provide advice and assurance on planning, resourcing, capabilities, Programme structure, governance and performance.
- Provide advice on how to get to the key milestone of the submission of an updated and compelling [REDACTED]

- [REDACTED]
- **Delivery Strategy** - Gain buy-in, from key stakeholders (including the Programme Board), for a 'thin intelligent client' model, meaning technical expertise should be procured (in the make vs buy model). Ensure that there is a credible strategy and plan for delivery, to allow rapid progress into Design Stage and beyond.
 - **Commercial Strategy** – [REDACTED] lead the update of the commercial strategy to allow the programme to progress ([REDACTED]) as well as setting out a standardised commercial approach for projects less than [REDACTED] and a bespoke approach for projects over [REDACTED].
 - **Governance**– [REDACTED]
[REDACTED]
[REDACTED]
 - **Augmentation** – [REDACTED]
 - **Market testing** – as part of the Delivery Partner procurement process, lead a soft market engagement exercise to test our delivery strategy and gain key intelligence from the supply chain.
 - **Organisation Structure** – [REDACTED] to review and advise any amendments/improvements to the current resourcing provision and team structure.
[REDACTED] [REDACTED] [REDACTED]
 - **Intelligent Clienting** - The skills and capabilities required in a complex programme like SCAH, will change over time. During the early phase required skills are strategic, programmatic, holistic and systems thinking.
[REDACTED]
 - **Programme Assurance** – Clarity on how assurance is going to be applied is needed. [REDACTED]
 - [REDACTED]
 - **Programme Controls** – [REDACTED] to assure project controls, upwards reporting, and engagement, that secures and maintains credibility, provides assurance, facilitates timely decision making and provides leadership and focus for SCAH procurement activity. [REDACTED]
 - **Transformation plans** – [REDACTED]
 - **Clienting of [REDACTED]** – [REDACTED] to lead the Clienting of the [REDACTED] ensuring value for money and affective delivery of required outcomes.
 - **Clienting of [REDACTED]** – [REDACTED] [REDACTED]

- **Ad-hoc Support** – [REDACTED] to use his [REDACTED] to provide guidance to the SRO and Exec team on approach to Project Assessment Reviews and [REDACTED]. He will also act as a sounding board as appropriated to the SRO. Provide any advice and support as instructed by the SRO and agreed by [REDACTED]

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 as 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] shall hold SC Clearance.

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

The Science Building Lead shall –

- facilitate the Science Buildings Requirements validation and collection and manage requirements,
- manage the design development to RIBA1, then 2,
- shall build relationships with the science community, Defra Operations and Digital specifiers.

[REDACTED]

[REDACTED]

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 [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] shall hold SC Clearance.
- [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.

The Estimated Initial Period Charges: £390,000.00 (ex VAT)

Call-off charges

██████████

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

Jodie.griffiths@defra.gov.uk

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

Lowri Willis

SCAH Commercial Manager

Lowri.willis@defra.gov.uk

Buyer's security policy

To be provided following contract execution.

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

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:
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