

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

Order Form

CALL-OFF REFERENCE:	C29620
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 August 2025.

It's issued under the Framework Contract with the reference number RM6187 for the provision of NBC Programme 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

- 01. Joint Schedule 1 (Definitions) – Mandatory
- 02. Joint Schedule 2 (Variation Form) – Mandatory
- 03. Joint Schedule 3 (Insurance Requirements) - Mandatory
- 04. Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- 05. Joint Schedule 10 (Rectification Plan) - Mandatory
- 06. Joint Schedule 11 (Processing Data) - Mandatory
- 07. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory

Call-Off Schedules

- 08. Call-Off Schedule 7 (Key Supplier Staff)
- 09. Call-Off Schedule 9 (Security) and Security Aspect Letter V4.0
- 10. Call-Off Schedule 16 (Benchmarking)
- 11. CCS Core Terms

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

Special Term 2

The Contractor's daily rate shall not exceed the agreed maximum per day ("Day Rate Cap") for services rendered under this Agreement. Any work performed in excess of this rate must be pre-approved in writing by the Client. The Day Rate Cap applies to all billable work, including on-site and remote work, unless otherwise agreed in writing.

Annual Inflationary Adjustment to Day Rates

The Parties agree that any annual adjustment to the day rates due to inflation shall be subject to 3% per annum. This adjustment, if applied, shall take effect from 1st January 2026 and on each subsequent 1st January during the term of the

contract. Any increase beyond the agreed cap shall not be payable unless expressly approved in writing by the Buyer.

For the avoidance of doubt, the day rates shall be in accordance with Contractor's rates as detailed in Table 1: Time and Materials of Annex 1: Rates and Prices in RM6187 Framework Schedule 3 – Framework Prices.

Market Change Review of Day Rates

Either Party may request a review of the agreed day rates in the event of a material change in market conditions that significantly impacts the cost of delivering or procuring the Services. Such a request must be submitted in writing, supported by reasonable evidence of the market change. The Parties shall engage in good faith negotiations to agree any necessary adjustments. Any agreed changes shall be documented using a Variation Form in accordance with Joint Schedule 2 (Variation Form).

Call-off start date: 01 August 2025

Call-off expiry date: 31 March 2026

Call-off initial period: 8 Months

CALL-OFF OPTIONAL EXTENSION PERIOD –

- 1. 1st Optional extension period 12 months (1st April 2026- 31st March 2027)**
- 2. 2nd Optional extension period 6 months (1st April – 30th September 2027) to the end of RIBA 4 National Biosecurity Centre Programme**

Call-off deliverables:

The NBC Programme requires a 8 month (maximum of 26 months) contract with Nicholls Group via MCF3 to cover the Specialist Advisory Consultancy 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 NBC Programme team, and to supply chain, to secure delivery of the NBC 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 to retain HMG (Ministers and key stakeholders) confidence in the programme specifically with regard to funding and approvals
 - Support the SRO to secure funding for FYs 26/27 to 29/30 in future Spending Reviews.
 - 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
- 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 NBC programme
- Continue 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 continued refinement and deployment of commercially successful strategies to support effective delivery of Enabling, Infrastructure, Logistics and Science Hub sub-programmes.
- Oversee the development of Science Hub RIBA 3 and RIBA 4, ensuring collaborative design development with the Tier 1 Contractor when mobilised.
- Lead the further development of the Business Change plans for the programme, including Transition activities.
- Oversee the continued implementation and increase maturity of compliant HSE processes and procedures via the DP.
- Performance management of NBC Programme suppliers to ensure high quality deliverables are consistently provided under individual contracts.
 - For TP successful completion of Phase 1 scope (RIBA3) and transition into Technical Guardian role
 - 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 CPMO
 - Provide expert knowledge and expertise to the procurement of future NBC Programme contractors

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

- All NBC Programme documents; files and information shall be treated and handled in accordance with the NBCP 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] shall hold SC Clearance.

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

The Animal Science Sponsor shall:

- sponsor the design development of the Science Buildings to RIBA3, then 4,
- drive the performance of the Delivery Partner, Technical Partner and Tier 1 Contractors to achieve NBC Programme objectives and timescales,
- shall maintain relationships with the TQAP, science community, Defra Operations and Digital specifiers.

The Animal Science Sponsor focus shall be to lead the Science workstream, within the Technical Partner scope, to support the completion of RIBA 3, Tier 1 mobilisation & ECI and the development of the RIBA 4 design including delivery/commercial plans for mock-ups as required.

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 Animal Science Sponsor shall mentor the internal team and grow the capability of the NBC Science team in the longer term.

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

- All NBC Programme documents, files and information shall be treated and handled in accordance with the NBC Programme 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

Security Aspects Letter V4.0

Maximum liability

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

Break Clause

Either party may terminate this Agreement by providing 14 calendar days' written notice to the other party. Termination under this clause shall not constitute a breach of contract.

Upon termination, the parties shall remain liable for any obligations incurred prior to the termination date, including payment for work completed up to that point. Any advance payments for work not yet performed shall be refunded proportionally.

Termination Clause – Services No Longer Required

The Client may terminate this Agreement, in whole or in part, if the services provided under this Agreement are no longer required, by giving the Contractor at least 30 days' written notice.

Upon receipt of such notice, the Contractor shall:

- Immediately cease all work related to the terminated services.
- Deliver to the Client all completed work and any work in progress, along with any materials or information provided by the Client.
- Submit a final invoice for services performed up to the termination date.

The Client shall pay the Contractor for all services properly performed and approved expenses incurred up to the effective date of termination. No further compensation shall be due for unperformed services.

Call-off charges

Subject to Specialist Term 2

Name	Role	Day value (ex VAT 2025)	Day value 2026 (ex VAT)	Day value 2027 (ex VAT)
██████████	Partner- Programme Director	██████████	██████████	██████████
██████████	Director- Animal Lab Project Sponsor	██████████	██████████	██████████

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 and resource shall be directed by Defra.

All other 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 at the discretion of the NBC Programme Contract Manager.

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

Call-Off Schedule 9 (Security) and Security Aspect Letter V4.0 (Appendix 1 to Schedule 6, Call – off schedule)

Supplier's authorised representative

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

Supplier's contract manager

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

Progress report frequency

As agreed between parties

Progress meeting frequency

To be arranged

Key staff

[REDACTED]
[REDACTED]

Key subcontractor(s)

N/A

Commercially sensitive information

Service credits

N/A

Additional insurances

N/A

Guarantee

N/A

Buyer's environmental and social value policy

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.

[Redacted Signature]		[Redacted Signature]	
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]		[Redacted]	
[Redacted]		[Redacted]	
[Redacted]		[Redacted]	[Redacted]