

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

### Order Form

CALL-OFF REFERENCE:	CEFAS23-17
THE BUYER:	CEFAS
BUYER ADDRESS	Pakefield Road, Lowestoft, Suffolk NR33 0HT
THE SUPPLIER:	Finyx Consulting Ltd
SUPPLIER ADDRESS:	The Catalyst, Baird Lane, York YO10 5GA
REGISTRATION NUMBER:	Registration number (if registered): 07978039
DUNS NUMBER:	21-827-5164
SID4GOV ID:	Not known

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 14th July 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Business Case Development services.

### CALL-OFF LOT(S):

Lot 1

### 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 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

### **Call-Off Schedules**

- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 20 (Call-Off Specification)

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:  
None

**Call-off start date:** 01 August 2023

**Call-off expiry date:** 30 June 2024

**Call-off initial period:** 11 months

**Call-off extension period:** 12 months

**Call-off deliverables:**

## **BACKGROUND TO THE REQUIREMENT**

Cefas underpin the development of key government policy and UK national and international obligations with respect to the sustainable use of the seas through the generation of expert science and evidence. Access to assets that enable the generation and collection of key data are essential to this critical role. Primary amongst these assets is our research vessel (RV) Cefas Endeavour, which having been delivered in 2003, and with a nominal economic life of 30 years, has a projected end of life in 2033. In recognition of this, Cefas will require a plan post-2033 to maintain our critical delivery to Defra. One option could be to commission a new research vessel which can make use of the latest scientific and technological advances as was included within the [National Shipbuilding Strategy: A refreshed strategy for a globally successful, innovative and sustainable shipbuilding enterprise](#). Whilst a new research vessel will be one of the options under consideration in the business case, other options included (but not limited to) a life extension of RV Cefas Endeavour, and the implementation of existing, emerging or expected new technologies.

To assess the future scientific delivery requirements and options for Cefas to carry out data collection activities on behalf of Defra post-2033, it is timely to develop the supporting business case which will feed into the next (and future) Government spend reviews.

In January 2023, Cefas commissioned business case support for the first of three<sup>1</sup> business case phases – the Strategic Outline Case (SOC) – which focused on determining the strategic context and strategic assessment of the proposed project (the case for change) including potential solutions to deliver project needs and following analysis of these solutions, an initial ‘Preferred Way Forward.

Following approval of the SOC<sup>2</sup>, Cefas now needs to move into the second business case phase – the Outline Business Case (OBC).

The purpose of the Outline Business Case (OBC) is to<sup>3</sup>:

- identify the investment option which optimises Value for Money (VfM)
- prepare the scheme for procurement
- put in place the necessary funding and management arrangements for the successful delivery of the scheme

The aim is to complete the OBC (draft) no later than 30<sup>th</sup> June 2024 and to seek the necessary OBC approvals in Q2 of FY24/25.<sup>4</sup>

---

<sup>1</sup> Third phase Full Business Case (FBC)..

<sup>2</sup> The SOC is going through the Defra Investment Committee process in June 2023.

<sup>3</sup> [Guide to developing the Project Business Case \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/114442/guide-to-developing-the-project-business-case.pdf).

<sup>4</sup> Dates to be confirmed and may be subject to change, depending on Government spend review announcements.

To support this Cefas the Supplier is required to advise and support development and completion of the OBC. In addition, the project is likely to form part of the UK Government's Major Projects Portfolio (GMPP) and will be required to provide assurance on progress and performance to the Infrastructure and Projects Authority (IPA)<sup>5</sup> – the Government's centre of expertise for infrastructure and major projects, supporting the successful delivery of all types of major projects.

Please note that whilst the focus of this requirement concerns development of the OBC, the expectation is that the Supplier will also support Cefas in completing the Full Business Case (FBC) - on the basis that the OBC receives the necessary approvals. Any FBC input is likely expected later in FY24/25 and is not expected to be substantial. The FBC input will focus on revisiting the assumptions and main finding of the OBC, including updates for any negotiated Deal (for the preferred option). Cefas will agree any required FBC input with the Supplier.

### **Additional information on RV Cefas Endeavour**

Our RV enables the collection of marine scientific data and evidence to underpin our critical role in support of Defra and other government departments. RV Cefas Endeavour is also the primary vehicle through which Cefas can generate the necessary data to underpin national and international obligations such as sustainable fisheries, food security, biodiversity and conservation and environmental quality. It is important to note that RV Cefas Endeavour is also used for survey and monitoring work by multiple UK Government Departments, as well as UK academic institutions, and therefore supports wider UK sustainability objectives.

### **THE REQUIREMENT**

The Supplier is required to support Cefas in developing and completing Phase 2: Outline Business Case no later than 30<sup>th</sup> June 2024.

The purpose of the Outline Business Case (OBC) and the expected input required is as follows:

#### **1. Revisit the SOC strategic case**

Output: Confirm the case for change and record any material changes in the OBC (e.g. if there were any conditional approvals for the SOC)

#### **2. Identify the investment option which optimises Value for Money (VfM)**

Output: Development & completion of the business case economic case to determine the option most likely to offer the best social value for delivery of the project

- prepare economic appraisals focussing on public value for money, including discounted values and benefit/cost ratios, net present value / cost.

---

<sup>5</sup> [IPA Mandate 2021 01.23.pdf \(publishing.service.gov.uk\)](#)

- undertake benefits appraisals of the quantifiable and qualitative benefits
  - undertake risk appraisals
  - select preferred option, including sensitivity analysis

### **3. Prepare the scheme for procurement**

Output: Development & completion of the business case commercial case to set out the procurement arrangements and activities for the preferred option

- determine the procurement strategy & procurement routes
- determine service streams & required outputs for scoping the deal (contract) with providers
- outline potential risk apportionment (private & public sectors) to those best able to manage
- outline potential payment mechanisms for how the project intends to make payments
- outline the contractual arrangements for the project

### **4. Put in place the necessary funding and management arrangements for the successful delivery of the scheme**

Output: Development & completion of the business case financial case to ascertain the affordability & funding requirements of the preferred option

- prepare financial model and the financial appraisal

Output: Development & completion of the business case management case to put in place arrangements for project delivery

- Project management plan including: change plan, contract management, assurance, risk management and benefits realisation.
- Post-project Evaluation Plan

The Supplier is required to:

- work with Cefas to develop a realistic and detailed overarching timetable (including activities, milestones, deliverables, internal and external gateway reviews) that will provide a fully developed OBC no later than 30<sup>th</sup> June 2024. The expectation is that the timetable will be prepared and agreed within one month of Contract award. However, this is dependent upon timetabling with other project commissioning, so will be confirmed by Cefas.

It is anticipated the initial work will be focused on updating / revisiting the relevant sections in the SOC and commencing on the economic appraisal as well as providing an overarching timetable to Cefas. The majority of the work for the commercial, financial and management cases will take place from October 2023 when Cefas expect to have appointed a third party specialist marine technical consultant to support development of the business case.

The OBC and the necessary approvals process will be fully owned by Cefas.

### **Additional Optional Services**

The Supplier may be required to the following services:

Routine project administration support related to delivery of the OBC – including but not limited to e.g. managing inboxes, prepping and management of a risk register related to delivery of the OBC, SharePoint sites, arranging meetings, taking minutes and managing follow-up actions and other tasks as directed by the Project Manager. A recognised project management qualification is desirable but not essential.

### **BASE LOCATION**

The Supplier will be expected to work with the Cefas Project Team at our Lowestoft office as needed and so should be prepared to travel as required / agreed. We expect this to include a formal kick-off meeting (including presentation of the timetable), project meetings & workshops as required (up to 5 expected) to develop and finalise the OBC.

### **PAYMENT**

Monthly invoicing based on days used as agreed with the Cefas project manager.

### **STAFF VETTING, EXPERIENCE AND QUALIFICATIONS**

Minimum Baseline security clearance required, and any relevant business case qualifications (e.g. Association of Project Managers Group (APMG) Foundation or Practitioner or equivalent)

### **KEY MILESTONES**

The Supplier should note the following project milestones that the Authority will measure the quality of delivery against:

**Milestone 1:** Revisit and update the SOC; provide a realistic and detailed timetable (activities, milestones, deliverables, internal and external gateway reviews) to fully develop the OBC no later than 30<sup>th</sup> June 2024.

**Timeframe:** within 1 month of Contract Award

**Milestone 2:** completion of economic appraisal – identify the investment option which optimises Value for Money (VfM)

**Timeframe:** by mid-November 2023

**Milestone 3:** completion of initial draft OBC for review with and approval by Cefas

**Timeframe:** no later than 31<sup>st</sup> March 2024

**Milestone 4:** completion of final draft OBC ready for approval gateways

Timeframe: no later than 30<sup>th</sup> June 2024

## **AUTHORITY'S RESPONSIBILITIES**

N/A

## **REPORTING**

The Supplier is expected to hold a weekly meeting with the Cefas Project Manager to discuss activities for the week ahead.

The Supplier will be expected to provide a weekly written update to the Cefas Project Manager on progress against the agreed timetable as well as any issues arising.

## **DEFINITIONS AND ACRONYMS**

N/A

### **Security**

Short form security requirements apply

**and**

Security Policy

### **Maximum liability**

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

Estimated Year 1 Charges of the Contract - £150,000.00

### **Call-off charges**

It is expected that the initial Contract period will require in the region of 100 person days as detailed below. Any changes are required to be agreed with the Cefas Project Manager. The following rates will apply throughout the duration of the Contract.

<b>TOTAL</b>			<b>100</b>	<b>£108,125</b>	
<b>Grade</b>	<b>Names</b>	<b>Daily Rate (£ exc VAT)</b>	<b>Number of days</b>	<b>Total</b>	<b>Weighting (%)</b>

<b>Managing Consultant / Director</b>	██████████	1250	70	██████████	70%
<b>Consultant</b>	██████████████████	525	25	██████████	25%
<b>Partner</b>	██████████	1500	5	██████████	5%

The following rate will apply where Cefas require additional project administration support. If required, this will be confirmed in writing by the Cefas Project Manager.

<b>TOTAL</b>		
<b>Grade</b>	<b>Names</b>	<b>Daily Rate (£ exc VAT)</b>
<b>Consultant</b>	██████████████████	██

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**

Invoice and BACS Transfer

**Buyer's invoice address**

Accounts Payable  
 Pakefield Road  
 Lowestoft  
 Suffolk  
 NR33 0HT  
 Email: finance@cefas.co.uk

**FINANCIAL TRANSPARENCY OBJECTIVES**

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

**Buyer's authorised representative**

[REDACTED]  
Project Manager

[REDACTED]  
Pakefield Road  
Lowestoft  
Suffolk  
NR33 0HT

**Buyer's security policy**

Appended at Call-Off Schedule 9

**Supplier's authorised representative**

[REDACTED]  
Chief Operating Officer

[REDACTED]  
The Catalyst  
Baird lane  
York  
YO10 5GA

**Supplier's contract manager**

[REDACTED]  
Chief Operating Officer

[REDACTED]  
The Catalyst  
Baird lane  
York  
YO10 5GA

**Progress report frequency**

Monthly as agreed with the Cefas Project Manager

**Progress meeting frequency**

As agreed with the Cefas Project Manager

**Key staff**

[REDACTED]  
Director

[REDACTED]  
The Catalyst  
Baird lane  
York  
YO10 5GA

**Key subcontractor(s)**

Not applicable

**Commercially sensitive information**

Not applicable

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Buyer's environmental and social value policy**

[cpp031-environmental-policy-v2-may-2022-accessibility-checked.pdf](http://cpp031-environmental-policy-v2-may-2022-accessibility-checked.pdf)  
([cefas.co.uk](http://cefas.co.uk))

**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: Chief Operating Officer

Date: 14/07/2023

**For and on behalf of the Buyer:**

Signature:



Name:



Role: Head of Procurement

Date: 14 July 2023