

# Crown Commercial Service

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## Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

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

#### Order Form

Call-off reference: 702229451 – Strategic Base Blueprint 'To Be'

The buyer: Ministry of Defence

Buyer address: Abbey Wood, Bristol, BS34 8JH

The supplier: **Harmonic**

Supplier address: The Hatchery  
Eaglewood Park  
Ilminster  
Somerset  
TA19 9DQ

#### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10/02/2022

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

#### Call-off 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 can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including 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)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

### **Call-Off Schedules**

- Call-Off Schedule 4 (Call-Off Tender )
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 17 (MOD Terms)
4. CCS Core Terms (version 3.0.10)
  5. 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.

**Call-off start date:** 14/02/2022

**Call-off expiry date:** 15/04/2022

**Call-off initial period:** 2 months

**Call-off deliverables:** As per attachment 3 Statement of Requirement to this call-off order form

### **Maximum liability**

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

**Call-off charges**

All prices shall be in Great British Pounds (£)

Pricing cannot exceed your maximum framework prices

All pricing shall be exclusive of VAT.

All pricing shall be firm

Total Contract Value: £380,825 ex VAT

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

**Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

**Payment method**

The payment method is detailed at Call Off Schedule 17 (MOD Terms) – DEFCON 522.

**Buyer's invoice address**

Ministry of Defence  
DBS Finance  
Walker House, Exchange Flags  
Liverpool,  
L2 3YL

**Buyer's authorised representative**

[Redacted – Personal]  
Commercial Officer  
[Redacted – Personal]  
Abbey Wood, Bristol, BS34 8JH

## **Buyer's security policy**

Appended at Call-Off Schedule 17 (MOD Terms).

## **Supplier's authorised representative**

[Redacted – Personal]

### **Portfolio Lead**

[Redacted – Personal]

Hill Park Court  
Springfield Drive  
Leatherhead  
Surrey  
KT22 7NL

## **Supplier's contract manager**

[Redacted – Personal]

## **Progress report frequency**

As per attachment 3 Statement of Requirement

## **Progress meeting frequency**

As per attachment 3 Statement of Requirement

## **Key staff**

[Redacted – Personal]

## **Key subcontractor(s)**

PA Consulting Services Ltd

## **Commercially sensitive information**

- Harmonic's Strategic Base Blueprint 'to be' Bid dated 17/01/2022
- Strategic Base 'To Be' - Level 3 Illustrative Project Plan dated 17/01/2022

## **Service credits**

Not applicable

## **Additional insurances**

Not applicable

## **Guarantee**

Not applicable

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

Available online at: <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

## **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: [Redacted – Personal]

Name: [Redacted – Personal]

Role: [Redacted – Personal]

Date: 11/02/2022

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

Signature: [Redacted – Personal]

Name: [Redacted – Personal]

Role: Commercial Officer

Date: 10/02/2022

# ANNEX A

## Call-Off Schedule 17 (MOD Terms)

### 1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|                                   |                                                   |
|-----------------------------------|---------------------------------------------------|
| <b>"MOD Terms and Conditions"</b> | the terms and conditions listed in this Schedule; |
|-----------------------------------|---------------------------------------------------|

|                   |                                                                           |
|-------------------|---------------------------------------------------------------------------|
| <b>"MOD Site"</b> | shall include any of Her Majesty's Ships or Vessels and Service Stations; |
|-------------------|---------------------------------------------------------------------------|

|                            |                                                                                                                                               |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Officer in charge"</b> | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments; |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|

### 2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the

Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier.

### **3 DEFCONS and DEFFORMS**

- 3.1 The DEFCONS and DEFFORMS listed in Appendix 1 to this Schedule are incorporated into this Contract.
- 3.2 Where a DEFCON or DEFFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFFORM from time to time.
- 3.3 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

### **4 Authorisation by the Crown for use of third party intellectual property rights**

- 4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.



## APPENDIX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>. The following MOD DEFCONS and DEFFORMS form part of this contract:

### DEFCONS

| DEFCON No | Version | Description                                                                                                           |
|-----------|---------|-----------------------------------------------------------------------------------------------------------------------|
| 522       | 11/21   | Payment and Recovery of Sums Due                                                                                      |
| 658       | 09/21   | Cyber<br>"Further to DEFCON 658 the Cyber Risk Profile of the Contract is "Moderate", as defined in Def Stan 05-138." |
| 659A      | 09/21   | Security Measures                                                                                                     |

### DEFFORMs (Ministry of Defence Forms)

| DEFFORM No | Version | Description |
|------------|---------|-------------|
|            |         |             |