

## **Crown Commercial Service**

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

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**CONTRACT NUMBER: FMSP/034**

**CONTRACT TITLE: FUTURE MARITIME SUPPORT PROGRAMME  
EXTERNAL SUPPORT TO UNDERTAKE WORK MEASUREMENT ON  
BABCOCK MARINE SITES**

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

### Order Form

Call-off reference: **FMSP/034**

The buyer: **THE SECRETARY OF STATE FOR DEFENCE OF THE  
UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND**

Buyer address: **MOD Abbey Wood, Bristol, BS34 8JH**

The supplier: **BMT Defence & Security UK Ltd**  
Supplier address: **Maritime House, 210 Lower Bristol Road  
Batch BA2 3DQ UK**

Registration number: **02326885**  
DUNS number: **501487433**  
Sid4gov id: **[insert if known]**

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 5<sup>th</sup> April 2022. It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

### Call-off lot:

#### Lot 3 - Complex & Transformation

### 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 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 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

### **Call-Off Schedules**

- Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing/Rates) Details
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 17 (MOD Terms)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 23 (HMRC Terms)
4. CCS Core Terms (version 3.0.10)
  5. Joint Schedule 5 (Corporate Social Responsibility)
  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:

1. The Supplier shall ensure that all persons engaged by the Supplier in providing the Services shall:

- a) Before commencement of the Services hold a valid security clearance in line with the UK Government Baseline Personnel Security Clearance standard (BPSS); and
  - b) Within one month of commencement of the Services, hold a valid security clearance in line with the UK Government Security Check standard (SC).
2. The Supplier shall ensure that the security clearances above remain valid for the entire duration of the Services. The Supplier shall immediately remove from the Services any person whose security clearance becomes invalid.
  3. The Supplier shall, when requested by the Buyer, promptly complete a Supplier Assurance Questionnaire (SAQ) in accordance with the UK Government Cyber Essentials Scheme. The Supplier shall ensure that its Cyber Essentials accreditation level matches the Cyber Risk Level of the Services, as advised from time to time by the Buyer.
  4. The Supplier shall ensure that all persons engaged by the Supplier in providing the Services have sufficient knowledge, skill and experience to perform their role to a high professional standard. The Supplier shall immediately remove from the Services any person who does not have the necessary knowledge, skill and experience.
  5. The Buyer may at any time during the Services amend a Security Aspects Letter that it has already issued. The Supplier shall at all times during the Services comply with the obligations imposed on it by the existence of the Security Aspects Letter(s) in accordance with MOD security policy and procedure.
  6. Supplier's individuals to adhere to the Non Disclosure Agreement in place.
  7. Call-Off Schedule 9 Security is supplemented with the measures contained in the Security Aspects Letter dated 26th January 2022
  8. The parties agree that notwithstanding DEFCON 502, any variations to the specification would be mutually agreed.
  9. The parties agree that notwithstanding DEFCON 703 the Buyer will have ownership of all final deliverables under the Call-Off Contract and if required, any additional information/data relating to final deliverables will be made available for the Buyer's purpose only. The Supplier shall retain ownership of its drafts, interim documents and working papers. Any IPR modifications and or enhancements developed under this contract and funded by the Buyer will remain the property of the Buyer.

10. Open Source Publication - The parties agree that only the Buyer may rely upon the information provided under this Call-Off Contract. No duty of care is owed by the Supplier to any other parties with whom the Buyer may share this information.

**Call-off start date:** 5<sup>th</sup> April 2022

**Call-off expiry date:** 31<sup>st</sup> March 2024

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

**Call-off optional extension period:** two optional extension periods each of 12 months duration

**Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification)

**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:

■■■■■ Exc VAT [Commercially Sensitive Information](#)

**Call-off charges**

For the avoidance of doubt this contract is not to exceed £2,975,000 Exc VAT (inclusive of Option Years 1 & 2 if taken)

To note the **initial value of Call-Off Contract when placed as at 5th April 2022 will be** ■■■■■ Exc VAT. **For year 1 and 2** [Commercially Sensitive Information](#)

Year 1 Estimated Charges: ■■■■■ Exc Vat [Commercially Sensitive Information](#)

Year 2 Estimated Charges: ■■■■■ Exc Vat [Commercially Sensitive Information](#)

Travel & Subsistence: shall be inclusive of the contract value for year 1 and 2.

Option Year 1 Estimated Charges: ■■■■■ Exc Vat [Commercially Sensitive Information](#)

Option year 2 Estimated Charges: xxxxxx Exc Vat [Commercially Sensitive Information](#)

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)

The Buyer is only able to accept invoices submitted through its nominated electronic procure-to-pay system, and the Supplier shall register with the system and complete all required onboarding processes. The Buyer will not accept, and will have no obligation to pay, invoices submitted by any other means.

Prior to submitting any invoice, the Supplier shall submit to the Buyer an explanation of the cost make-up of the proposed invoice including sufficient detail for the Buyer to determine whether the cost make-up is correct. The Supplier shall not submit the respective invoice until the Buyer has agreed that the cost make-up is correct (and the Buyer shall not unreasonably withhold or delay such agreement).

Invoicing shall be monthly for each month end.

### **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4. Where expenses are recoverable all claims as per MoD Travel Policy and receipts to be provided.

The locations where the Services will be carried out are DE&S, Abbey Wood, Bristol, BS34 8JH and Devonport Naval Base, Clyde Naval Base and Rosyth Naval Base and or at the Supplier's premises if required. Travel to sites other than those detailed above will be based on MoD Travel Policy travel and subsistence rates, unless otherwise agreed by MOD case-by-case.

### **Payment method**

1. Payment process shall be initiated by the Buyer's Project Manager on satisfactory completion of work. Payment will be processed through the Authority's electronic system CP&F.
2. For accruals purpose the Cost breakdown of charges shall be provided no later than two days prior to the last working day of each month.

### **Buyer's invoice address**

MOD DE&S  
Abbey Wood  
DES Ships - FMSP Team  
MailPoint 3030, Cedar 0

Bristol  
BS34 8JH

**Buyer's authorised representative**

Hema Patel  
Commercial Manager  
Hema.patel207@mod.gov.uk  
MOD DE&S  
Abbey Wood  
DES Ships - FMSP Team  
MailPoint 3030, Cedar 0  
Bristol  
BS34 8JH

**Buyer's security policy**

Buyer's Security Policy - means the Defence Security Handbook and any additional security information, instructions or advice that the Buyer may provide from time to time.

Cyber Reference: DCP- [REDACTED] **Commercially Sensitive Information** to be undertaken as soon as possible but no more than 30 working days after the date of this Call-Off Contract.

**Supplier's authorised representative**

Alan Bond  
Project Manager  
[alan.bond@bmtglobal.com](mailto:alan.bond@bmtglobal.com)  
Maritime House, 210 Lower Bristol Road, Bath BA2 3DQ

**Supplier's contract manager**

Paige Brookland  
Commercial Partner  
[paige.brookland@bmtglobal.com](mailto:paige.brookland@bmtglobal.com)  
Maritime House, 210 Lower Bristol Road, Bath BA2 3DQ

**Progress report frequency**

Every 6 weeks

**Progress meeting frequency**

An initial Project Kick-Off meeting.

Every quarterly (Combination of virtual and F2F).

Additional meetings at the request of the Buyer.

**Key staff**

[insert name]

[insert role]

[insert email address]

[insert address]

**Key subcontractor(s)**

Scot-Grant Limited

Ernst & Young LLP

**Commercially sensitive information**

DEFFORM 539A

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

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

Social Value Model Edition 1.1 3rd December 2020 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:**

Name and Title	
Signature	
Date	

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

Name and Title	
Signature	
Date	