DIPS Order Form

20241210 PS460 IT Obsolescence - DIPS FC Order Form v3.0.docx

This Order Form is for the provision of the Call-Off Deliverables. It is issued under the DIPS Framework Contract with a unique reference number starting with RM6249. The DIPS Framework and this Call-Off Contract are to be for the delivery of Outcomes only. This Framework is not for the request and delivery of resource. If specific resources are needed alternative sourcing methods must be used.

During the Call-Off Contract Period, the Requirement Holder and the Supplier may agree and execute a Statement of Work (outlined in the Key Deliverables template in this Order Form)). Upon execution of any Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

The Parties agree that when the Requirement Holder seeks further Deliverables within the initial scope of the original Call-off contract from the Supplier that are not provided for in this Call-Off Contract, the Requirement Holder and Supplier will agree and execute a Call-Off Variation Form.

All capitalised terms in this Order Form shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

1a. Identification							
Call-Off Lot		Lot 1 - Solution, Enterprise and Technical Architecture, Data, Inovation, Technical Assurance and Knowledge & Information Management					
Call-Off Reference		DIPS Ref:RM6249/DIPS(1)039 RM6249		Version Number	3.0	Date	11 Dec. 24.
Business Case Reference		Original FBC Number	No number: filename - 20240604-LO_Business_Case_V3.3-OS				
Buomisso suco renormo		Amendment FBC Number	N/A				
Project / equipment for which Services are in support		Enterprise Arch Defence I	NO.				
Call-Off Contract title:	RM6249/PS460/DIPS(1) 039 IT Obsolescence Management						
Call-Off Contract	Strategic Obsolescence Management work within the Technical Architecture team in Defence Digital, to			e Digital, to			
description:	manage IT obsolescence across the Digital Function in MOD.						

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Name of Requirement Holder's Project Lead	Neil Burton	Value Added Tax (VAT) Code	GB 238535057
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1c. Statement of Requirements (SOR) (This section 1c. to be completed in full OR a complete SOR to be attached in Appendix 7 of this document)					
Unique Order Number (defined by delivery team) N/A					
SOR version issue number		2.0	SOR dated	16 Sept 2024	
SOR title Strategic Obsolescence Management Audit Actions					

Background/justification for Call-Off Contract

Strategic Obsolescence Management work within the Technical Architecture team in Defence Digital, to manage IT obsolescence across the Digital Function in MOD. Work in this area is required to meet Government Internal Audit Agency (GIAA) findings and Central Digital and Data Office (CDDO) reporting requirements, both of which aim to improve the coherence of obsolescence management, reporting and communications at an enterprise level.

Description of Services to be provided under the Call-Off Contract

Enterprise Architecture skills to analyse the existing people, processes and technologies involved in obsolescence management across the Digital Function and identify ways to deliver against the Government Internal Audit Agency (GIAA) audit management findings.

Activities required to be undertaken under the Call-Off Contract

Working from existing MOD materials and tools wherever possible, activities required are research, documentation of existing ways of working on obsolescence management, identifying gaps and outlining possible solutions to close gaps which will be referred to the appropriate stakeholders and decision makers within the organisation.

Outputs to be provided under the Call-Off Contract

Please see the: KEY DELIVERABLES TEMPLATE section of this order form

Acceptance/rejection criteria / provisions

These are detailed in the KEY DELIVERABLES TEMPLATE section of this order form

Material KPIs / Critical Service Level Failure

Deliverables not delivered as requested in the statement of work, within timeframe of the project

Throughout the contract, if there are disagreements as to the acceptability of the Authority expected outputs / deliverables, this will be raised first at the monthly contract review with the supplier. Should agreement not be achieved then the Strategic Obsolescence Manager will raise the issue to the Head of Technical Architecture. In the extremely unlikely event of a resolution not being achieved Defence Digital Commercial will be asked to discuss the issue with the supplier.

The following Material KPIs shall apply to this Call-Off Contract in accordance with Framework Schedule 4 (Framework Management):

Material KPIs

N/A

The following shall constitute a Critical Service Level Failure for the purposes of this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels):

Critical Service Level Failure

Outputs are not delivered within the timeframe of the contract

Outputs are designed in the abstract, without reference to implementation within MOD's digital function organisational structure.

Not providing suitably qualified and experienced personnel (SQEP) and Valid SC vetted resource required to the deliver the defined outputs.

The applicable Service Levels are as specified in Annex A to Part A of Call-Off Schedule 14 (Service Levels).

List all Requirement Holder Assets applicable to the Services that shall be issued to the Supplier and returned to the Requirement Holder at termination of the Call-Off Contract

MODNet laptops for people working on the project

Government Internal Audit Agency report on IT Obsolescence Management (Published May 2024)

Various documents to support the work required: listed in the Statement of Requirements template section of this order form.

Additional quality requirements & standards (in addition to any quality requirements & standards detailed in the addition to the Calloff Schedules)

From the Call-Off Start Date, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards, including those referred to in Framework Schedule 1 (Specification). The Requirement Holder requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Requirement Holder's additional Standards. N/A

Project and risk management

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The Supplier shall appoint a Supplier's Authorised Representative and the Requirement Holder shall appoint a Requirement Holder's Authorised Representative, who unless otherwise stated in this Order Form shall each also act as Project Manager, for the purposes of this Contract through whom the provision of the Services and the Goods shall be managed day-to-day.

Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract. The Supplier shall develop, operate, maintain and amend, as agreed with the Requirement Holder, processes for: (i) the identification and management of risks; (ii) the identification and management of issues; and (iii) monitoring and controlling project plans.

Requirement Holder's additional requirements for project management or risk management. *No additional risk or project management requirements.*

Timescales (Prior to Further	Timescales (Prior to Further Competition enter anticipated dates. Following Further Competition update with actual dates)			
Call-Off Start Date	16/12/2024 (This Call-Off Contract comes into force on the date both parties have signed the Call-Off Contract. Notwithstanding that, the parties acknowledge that the Supplier has been carrying out the Services at their own risk from the 11.12.24 ("the Commencement Date") and agree that the contractual terms set out in the Call-Off Contract will apply to such Services already provided from the Commencement Date).			
Call-Off Initial Period	3.5 months			
Call-Off Expiry Date	31 March 2025			
Call-Off Optional Extension Period	N/A			
Minimum notice period prior to a Call-Off Optional Extension Period	N/A			

SOR approved by (Name in capital letters)	Telephone	
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Directorate / Division	Defence Digital / CTO	Email	
Organisation Role / Position		Date	18 Sep 2024
Approver's signature	(electronic signature)		

Original FBC Number (when known)	Amendment FBC Number (if applicable)
No number: filename - 20240604-LO_Business_Case_V3.3-OS	N/A



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2.	Call-Off Incorporated Terms
The	following documents are incorporated into the

The following documents are incorporated into this Call-Off Contract. Where numbers are missing those schedules are not being used in this Call-Off Contract. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the General Conditions in section 2(b) and the Call-Off Special Terms in section 2(c).
- 2 Joint Schedule 1 (Definitions)
- 3 Any Statement(s) of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)) executed by the Requirement Holder and the Supplier with a corresponding Call-Off Contract reference
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules Joint Schedule 2 (Variation Form) Joint Schedule 3 (Insurance Requirements) Joint Schedule 4 (Commercially Sensitive Information) Joint Schedule 5 (Corporate Social Responsibility) Joint Schedule 10 (Rectification Plan) Joint Schedule 11 (Processing Data)
 - Call-Off Schedules o Call-Off Schedule 3 (Continuous Improvement) o Call-Off Schedule 5 (Pricing Details and Expenses Policy) o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) o Call-Off Schedule 9 (Security) o Call-Off Schedule 10 (Exit Management) o Call-Off Schedule 13 (Implementation Plan and Testing) o Call-Off Schedule 17 (MOD Terms) o Call-Off Schedule 26 (Cyber)
- 5 Core Terms (DIPS version)
- 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 Requirement Holder (as decided by the Requirement Holder and Commercial) take precedence over the documents above.

No other Supplier terms are 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.

2a. Strategy	Strategy for procurement and evaluation					
Further competition	\boxtimes	Competitive award criteria to be used for	As set out in At	tachment 2 of the hid now	ok (How to Pid)	
Direct award		undertaking evaluation of proposal(s)	As set out in Attachment 2 of the bid pack (How to Bid)			
		Weighting (Technical)	60%	Weighting (Cost)	40%	

2b. General Conditions

Additional Conditions:	
Primary Quality Assurance Requirements: No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing services to the Buyer's standards under this contract. CoC shall be provided in accordance with DEFCON 627	
Quality Plans: No Deliverable Quality Plan is required DEFCON 602B.	
Confidentiality: (DEFFORM 94)	
Concessions Concessions shall be managed in accordance with Def Stan. 05-061, Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions	
Contractor Working Parties The Authority does not expect contractor working parties to be provided in this contract. In the event they are provided, the below condition must be complied with.	
Any contractor working parties shall be provided in accordance with Def Stan, 05-061 Part 4, Issue 4 – Quality Asssurance Procedural Requirements – Contractor Working Parties.	
IR35 Assessment:	
Location of Work: Remote / Corsham	
Security Level Required: Official Sensitive	
Cyber Risk Assessment Reference Number: Very Low - RAR-240704A03 Supplier to complete SAQ Valid SC clearance	
2c. Call-Off Special Terms	
The following Special Terms are incorporated into this Call-Off Contract:	
[None]	
2d. Call-Off Charges	
Capped Time and Materials (CTM)	
Incremental Fixed Price	
Time and Materials (T&M)	
Firm Price	Х
A combination of two or more of the above Charging methods	
T&S is applicable	No
	ı

Reimbursable Expenses
None
2a Payment Method
2e. Payment Method
Payment method
Monthly BACS payment via CP&F and Exostar
Requirement Holder's Invoice Address
Building 405, Floorplate E3, MOD Corsham, Westwells Road, Corsham, Wiltshire. SN13 9NR
Building 400, Floorplate 20, MOD Gorsham, Westwells Road, Gorsham, Wildshire. 01410 51417
Requirement Holder's Authorised Representative
Building 405, Floorplate E3, MOD Corsham, Westwells
Road, Corsham, Wiltshire. SN13 9NR

2f. Milestone Payments Schedule (MPS) (expand table as appropriate)					
Milestone Payment	Key Deliverable	Due Date	%	Milestone Payment value £ (ex VAT)	

Not used – see <u>Tab: 2. Milestone Payments</u> <u>section below.</u> 20241125 PS460 IT Obsolescence DIPS FC Pricing Schedule v2.1 PA Consulting

Tab: 0. Summary

Resource P	ricing		
	J		

0. Summary

Firm Price Total: Weighting: 100% of the Commercial / Price

Evaluation

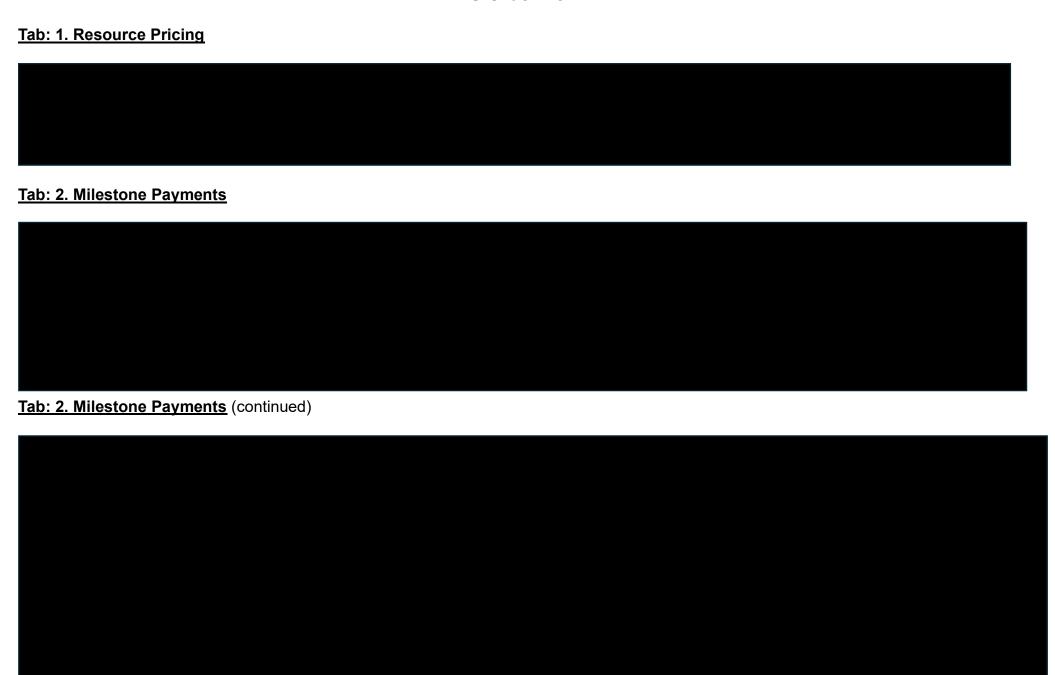
The Bidder shall provide a Firm Price Total (exclusive of VAT) for the delivery of the services and requirements, as detailed within the Scope of Works / Order Form.

All proposals should be in accordance with DIPS Framework Call-Off Terms and not exceed the agreed hourly / daily rates provided therein, as applicable.

N.B. please enter Firm Price wording in the highlighted cell B23 below. Note that cells C22:C23 is automatically populated by completing the tables in tab '1. Resource Pricing'.

	Pricing Item Description	Firm Price Total / £ (exc VAT)	
1	Resource Pricing	£216,623.60	
	Two Hundred and sixteen Thousand, six Hundred and twenty three Pounds and sixty pence only.	£216,623.60	

End of Sheet



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2g. Maximum Liabili				
The limitation of the Supplier's liability for this Call-Off Contract is stated in Clause 11.4 of the Core Terms.				
2h. Requirement Hol	der's Environmental F	Policy		
Management of environment	ental protection in defence	(JSP 418)		
		<u> </u>		
2i. Requirement Hol	der's Security Policy			
Security Aspects Latter supplied	alongside this Order Form:			
Security Aspects Letter supplied T1_OS_info_at_Tender	_stage_for_OS_programme_to	_UK_Contractor.docx		
Annex B - Official and 0	Official-Sensitive Contractual Se	ecurity Conditions.docx		
2j. Progress Reports	s and meetings			
Progress Report Frequency				
	agreed	. regrees meeting requests	agreed	
2k. Quality Assurance	Conditions			
		the Supplier shall meet the following	g requirements:	
Allied Quality Assurance Publica	tions (AQAP) 2110 – North Atla	ntic Treaty Organization (NATO) Qu	ality Assurance	
Requirements for Design, Development and Production.				
Certificate of Conformity shall be provided in accordance with DEFCON 627 (<i>Edn12/10</i>).				
Continuate of Conformity Shall be	Deliverable Quality Plan requirements:			
•	n requirements:			
•	-	DEFCON 602B (<i>Edn 12/06</i>) - Quali	ty Assurance without	
Deliverable Quality Plan DEFCON 602A (Edn 12/17) - Quality Plan	uality Assurance with	Quality Plan	ty Assurance without	\boxtimes
Deliverable Quality Pla DEFCON 602A (Edn 12/17) - Qu	uality Assurance with	Quality Plan	ty Assurance without	
Deliverable Quality Plan DEFCON 602A (Edn 12/17) - Quality Plan	nents for Deliverable Quality Pla	Quality Plan	ty Assurance without	
Deliverable Quality Pla DEFCON 602A (Edn 12/17) - Qu Quality Plan AQAP 2105:2 - NATO Requirem Software Quality Assur	nents for Deliverable Quality Planance requirements tions (AQAP) 2210 – North Atla	Quality Plan ans antic Treaty Organization (NATO) Su		

Air Environment Quality Assurance requirements

Defence Standard (DEF STAN) 05-100 – Ministry of Defence Requirements for Certification for Aircraft Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task)		
Relevant MAA Regulatory Publications (See attachment for details)		
Additional Quality Requirements (See attachment for details)		
Planned maintenance schedule requirement		
Not applicable		
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2I. Key Staff		
N/A		
2m Kov Subcentractor(s)		
2m. Key Subcontractor(s)		
2n. Commercially Sensitive Information		
2o. Cyber Essentials		
Cyber Essentials Scheme : The Requirement Holder requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this Call-Off Contract, in accordance with Call-Off Schedule 26 (Cyber).	\boxtimes	
2p. Implementation Plan		
Not applicable		
3. Charges		
Estimated Contract Value (excluding VAT) for Call-Off Contract		

£216,623.60			
4. Additional Insura	inces		
Not applicable			
5. Guarantee			
Not applicable			
			Off Contract, that it will comply with
	OFFICIAL S	SENSITIVE	
	DIPS Ord		
7. Requirement Hol	der Commercial Officer	Authorisation	
Order Form approved by (Name in capital letters)		Telephone	
Directorate / Division		Email	
Organisation Role / Position		Date	
Approver's signature			
8. Acknowledgemen	nt by Supplier		
Order Form acknowledged by (Name in capital letters)		Telephone	
Supplier Name		Email	
Supplier Role / Position		Date	
Approver's signature			

9. Final Administration

On receipt of the Order Form acknowledgement from the Supplier, the Commercial Manager (who placed the order) <u>must</u> send an electronic copy of the acknowledged Order Form, together with any applicable Appendix 3 to this Schedule 6, directly to *DIPS Professional Services Team* at the following email address: <u>ukstratcomdd-cm-cct-dips-mail@mod.gov.uk</u>

Annex 1 to Statement of Work

Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Not Applicable