

OFFICIAL-SENSITIVE COMMERCIAL

DIPS Order Form

ORDER FORM

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 to be issued by **DD PS Commercial Team**.

The DIPS Framework and this Call-Off Contract are to be for the delivery of service-based outcomes only. This Framework is not for the request and delivery of resource. If specific resources are needed alternative sourcing methods must be used, such as Public Sector Resourcing.

During the Call-Off Contract Period, the Requirement Holder and the Supplier may agree and execute a Statement of Requirements (in the form of the template set out in Schedule 3 to this **Order Form / Statement of Requirements Template¹**). Upon execution of any Statement of Requirements 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.

¹ This represents DIPS Framework Schedule 6

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All capitalised terms in this **Order Form / Statement of Requirements Template** shall have the meanings set out in DIPS Framework Joint Schedule 1 (Definitions) unless otherwise stated.

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1. DIPS Requirement Identification

Call-Off Lot	Lot 5 - Project, Programme and Portfolio Management (P3M)				
Call-Off Reference	RM6249/DIPS(5)054 Contract Ref. No. PS484	Version Number	5.0	Date	10/01/2025
Call-Off Contract title:	PS484 Defence Digital Foundry Critical Enabling Support				
Call-Off Contract description:	The Digital Foundry requires the provision of a Portfolio Management Office (PMO) to integrate Foundry Ways of Delivery into Defence Digital / MOD Structures, building upon the work delivered thus far for the Foundry.				
Commercial Strategy (Please confirm proposed route to market)					
Further Competition	<input checked="" type="checkbox"/>	Competitive award criteria to be used for undertaking evaluation of proposal(s)	Quality 55% : Price 45%		
Direct Award*	<input type="checkbox"/>				
Contract Charges Firm Price Contract Value (excluding VAT) for Call-Off Contract based on Financial Approvals					
£1,999,637.35					
Timescales (Prior to Further Competition enter anticipated dates. Following Further Competition update with actual dates)					
Call-Off Start Date	13/01/2025				
Call-Off Initial Period	2 Years				
Call-Off Expiry Date	12/01/2027				
Call-Off Optional Extension Period	2 x 3-month extensions				
Minimum notice period prior to a Call-Off Optional Extension Period (i.e. 3-months minimum in line with DIPS Core Terms 10.1.2)	3-months minimum in line with DIPS Core Terms 10.1.2				

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2. Contact details

Government Directorate / Organisation Title	<i>Ministry of Defence – Defence Digital</i>	Name of Supplier	<i>ATKINSRÉALIS UK LIMITED</i>
Name of Requirement Holder's Authorised Representative		Name of Supplier's Authorised Representative	
Post title		Post title	
Requirement Holder's Address	<i>Ministry of Defence UK Defence Digital</i>	Supplier Address	<i>Woodcote Grove, Ashely Road,</i>
Postcode	<i>Floorplate F3, Building 405, MOD Corsham, Westwells Road, SN13 9NR</i>	Postcode	<i>Epsom, Surrey KT18 5BW</i>
Telephone		Telephone	
Email		Email	
Name of Requirement Holder's Project Lead		Project Lead's Contact Email	

3. Statement of Requirements (SOR)

As included in Schedule 1 of this document - **SOR version 4.1 dated 14/01/2025** (i.e. post- ITT Issue for Contract Award.)

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 – Quantity and details in line with requirements and a log to be maintained of assets issued to the supplier.

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.

4. Call-Off Incorporated Terms

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The following documents are incorporated into this Call-Off Contract. Where numbers are missing those DIPS Framework 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 **Schedule 3** to this **Order Form / Statement of Requirements Template** (Framework Schedule 6)) executed by the Requirement Holder and the Supplier with a corresponding Call-Off Contract reference
 4. [Framework Special Terms]
 5. 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 7 (Financial Difficulties) ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data)
 - Call-Off Schedules ○ Call-Off Schedule 2 (Staff Transfer) Part D ○ Call-Off Schedule 3 (Continuous Improvement) ○ Call-Off Schedule 5 (Pricing Details and Expenses Policy) ○ Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) ○ 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 and Testing)
 - Call-Off Schedule 14 (Service Levels) ○ Call-Off Schedule 17 (MOD Terms) ○ Call-Off Schedule 25 (Ethical Walls Agreement) ○ Call-Off Schedule 26 (Cyber)
 - 1 Core Terms (DIPS version)
 - 2 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.

5a. General Conditions

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Additional general DEFCON/conditions and DEFFORMs applicable to providing the Deliverables, are listed here:

Additional Conditions:

DCPP Risk Reference: RAR-241028B01 – Risk Level Not Applicable.

IR35 –

Quality Assurance Conditions

1. **The Primary Quality Assurance Standard Requirements** - No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.
2. **Concessions** - Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements - Concessions.
3. **Contractor Working Parties** - Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Payment Approval Process

Payment will be made on a monthly basis in accordance with the Milestone Payments detailed in Schedule 2.

Payment will be authorised based on a Monthly Progress Report and Certificate of Acceptance signed by the requirement holder.

5b. Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: As Foundry services grow and develop there may be a requirement for certain individuals in specific roles to have Develop Vetting security requirements. As much advanced notification as possible will be provided and allowance for the process and timescales will be taken into consideration.

5c. Maximum Liability

The limitation of the Supplier's liability for this Call-Off Contract is stated in Clause 11.4 of the Core Terms.

5d. Requirement Holder's Security Policy

A **Security Aspects Letter** to be issued and executed alongside this Order Form – The Security Aspect Letter is included at Schedule 4 of the Order Form.

5e. Cyber Essentials Scheme

In accordance with DIPS Framework Call-Off Schedule 26 (Cyber) the following Cyber Essentials certification is required: -

Cyber Essentials Plus: The Requirement Holder requires the Supplier to have / maintain a **Cyber Essentials Plus** level Certificate for the work undertaken under this Call-Off Contract.



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Cyber Essentials: The Requirement Holder requires the Supplier to have / maintain a Cyber Essentials level Certificate for the work undertaken under this Call-Off Contract.	<input type="checkbox"/>
The Requirement Holder requires no level of Cyber Essentials	<input type="checkbox"/>

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5f. Requirement Holder's Environmental Policy

Available online at: Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk) This version is dated 18th August 2023.

5g. 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 their tender submission, namely **the commitments set out in 'Section 2 – Method Statement' of their Technical Response tender submission, details of which are provided in Schedule 5.**

5h. Quality Assurance Conditions

According to the product or scope of the work to be carried out, the Supplier shall meet the following requirements:

Allied Quality Assurance Publications (AQAP) 2110 – North Atlantic Treaty Organization (NATO) Quality Assurance Requirements for Design, Development and Production.

Certificate of Conformity shall be provided in accordance with DEFCON 627 (*Edn12/10*).

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Deliverable Quality Plan requirements:

DEFCON 602A (*Edn 12/17*) - Quality Assurance with Quality Plan

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DEFCON 602B (*Edn 12/06*) - Quality Assurance without Quality Plan

☐

AQAP 2105:2 – NATO Requirements for Deliverable Quality Plans

☐

Software Quality Assurance requirements

Allied Quality Assurance Publications (AQAP) 2210 – North Atlantic Treaty Organization (NATO) Supplementary Software Quality Assurance Requirements to AQAP-2110 shall apply

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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)

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Relevant MAA Regulatory Publications (See attachment for details)

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Additional Quality Requirements (See attachment for details)

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Planned maintenance schedule requirement

Not applicable

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5i. Implementation Plan

The supplier is to provide an Implementation Plan in accordance with paragraph 1.1 of DIPS Framework Call-Off Schedule 13 (Implementation Plan) by the commencement date of the contract - 10.01.2025.

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3. Additional Insurances

Not required

4. Guarantee

There is a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract. The supplier must achieve the required level of performance set out in the SOR and Tender Documentation, including their Technical Submission.

5i. Proposed Subcontractor(s)

5j. Commercially Sensitive Information

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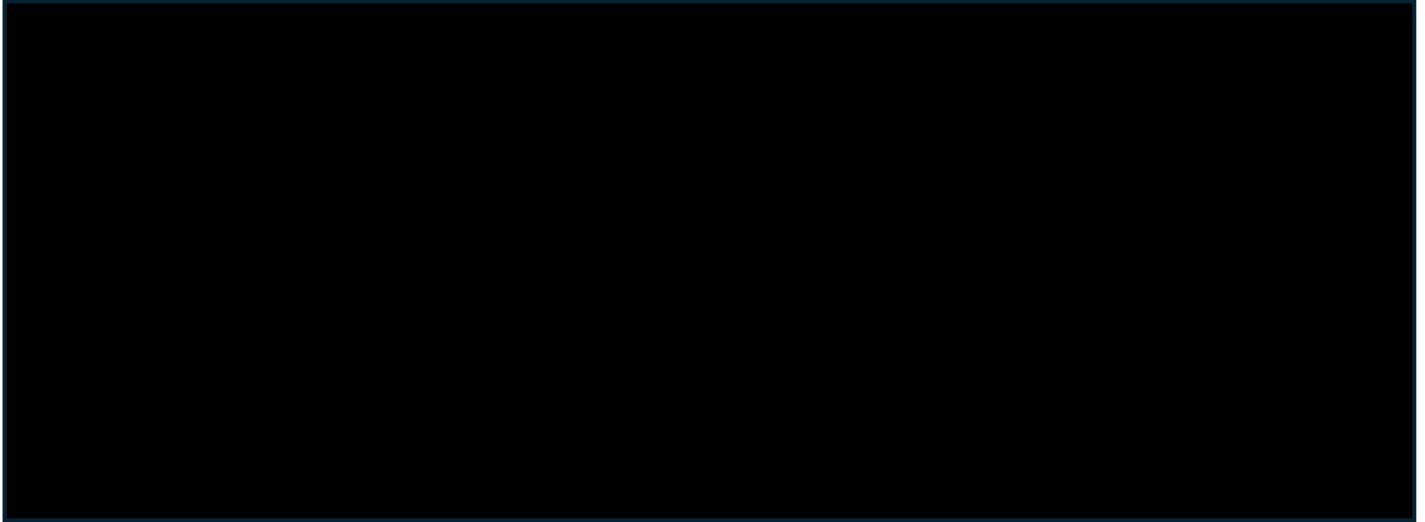
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Schedule 1 – Statement of Requirements (SOR)

The Statement of Requirements (SOR) is as per. SOR version 4.1 dated 14/01/2025 (i.e. post- ITT Issue for Contract Award.) ~~The content of the SOR have been included in this Schedule below.~~

Schedule 2 – Pricing Response

Call Off Contract Charges



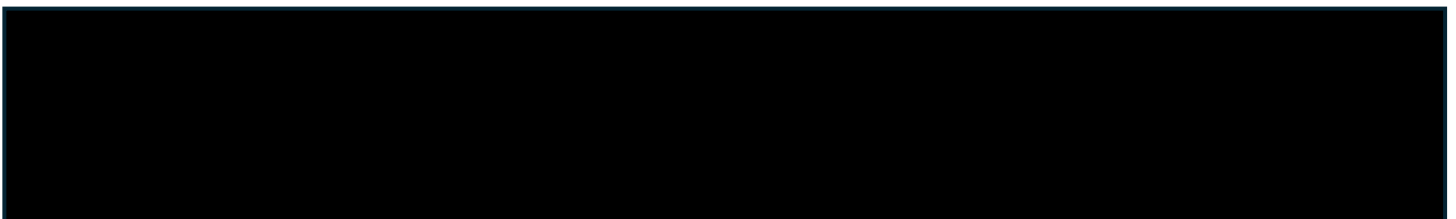
Details of the pricing response submitted by the supplier were included within the original tender version file –

20241022 PS484 CES Attachment 5 - Pricing Response Template Lot 5 v1.0

and represents the commercial submission provided within the separate tabs of the suppliers tender response in file as follows: -

SN0413568_PS484_AtkinsRealis_Foundry_CES_Pricing_Response_v1

Pricing Response Schedules



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Reimbursable Expenses:

The proposed service and associated deliverables charges shall include for routine travel and subsistence costs to the base location MOD Corsham up to three days per week, as required. Any attendance at any events beyond this routine requirement, will require additional expenses to be agreed between the parties and shall be subject to a contract amendment.

Schedule 3 – Statement of Work [Template]

This Schedule has not been used

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Final for Contract Use

Schedule 4- Security Aspects Letter

ATKINSRÉALIS UK LIMITED
Woodcote Grove,
Ashely Road,
Epsom,
Surrey
KT18 5BW

ITT/CONTRACT NUMBER & TITLE: 61920077 Digital Foundry CES Business Case

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1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Digital Foundry Business Cases, Evidence sets UK Approvals classified OFFICIAL-SENSITIVE COMMERCIAL	OFFICIAL-SENSITIVE COMMERCIAL and
Digital Foundry Risks, Assumptions, Issues, Dependencies and Opportunities classified OFFICIAL-SENSITIVE	UK OFFICIAL-SENSITIVE
Digital Foundry Demand Management classified OFFICIAL-SENSITIVE	UK OFFICIAL-SENSITIVE
Digital Foundry Management Information and standard and adhoc Reports & Returns classified OFFICIAL-SENSITIVE	UK OFFICIAL-SENSITIVE preparation of

(Note: Add more rows as required)

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITT have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply should the ITT be unsuccessful.
4. Will you please confirm that:
 - a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.
 - b. The definition is fully understood.
 - c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]
 - d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this ITT.
5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.
6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

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7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

Copy via email to:
[ISAC-Group \(MULTIUSER\)](#)
[COO-DSR-IIPCSy \(MULTIUSER\)](#)
[UKStratComDD-CyDR-CySAAS-021](#)

Schedule 5 – Social Value Commitments

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 made in their tender submission, namely the commitments set out below:

To support and align to Defence Digital's purpose of tackling economic inequality, AtkinsRéalis commits to:

Commitment	Time / Quantity	Use of data, reporting	Influencing /
		and improvement	engagement