

**The Buyer Needs**

RM3810 Quality Assurance & Testing for IT Systems

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# Introduction

## Buyer needs statement

Quality Assurance “QA” & Testing provides impartial, quality assurance and test services, including:

* Strategic Test Consultancy
* Programme Test Delivery Ownership
* Agile Testing, including automation
* Systems Integration Testing
* Functional and Non-Functional Testing

The above services are needed for projects and programmes across the Buyer’s technology change environments

QA & Testing happens at all stages of the end-to-end delivery lifecycle. It supports various delivery methods like ‘agile DevOps’; which looks at the dedicated study of building, evolving and operating rapidly changing systems at scale.

Services under this opportunity typically include:

* **QA & Test Delivery Ownership**: responsibility for, and coordination of, all aspects of QA and Test across the business, programme and or project. Includes making QA and test rules, planning; choice of tools; and team leader.
* **QA & Test Analysis:** analysis**,** design and execution: covering a variety of test activities, test types and methods. For example, compatibility testing, accessibility testing, functional testing (including exploratory techniques).
* **Test Engineering**: developing and delivering test automation outlines and services. Typically working as part of a DevOps capability within an Agile development environment. Increasingly, QA & Test specialists are part of and co-located with the development and scrum teams.
* **Non-Functional Testing**: design and execution of tests to cover non-functional needs, including load & performance and operational acceptance.
* **Integration testing**: covering the strategy, planning and execution for complex, large scale technical integration testing.
* **Assurance:** to understand and mitigate risk during third party-led test activities, typically when working in waterfall delivery cycles or legacy contractual environments.
* **Consultancy**: to provide technical reviews at project, programme or departmental/business unit level to form best QA & Test practices.
* **Security Sector**: to provide the above services with higher level of security clearance (Developed Vetting (DV)) and potentially specific domain knowledge.

As we use more online and digital communication, there is an increasing need for continuous testing throughout the delivery lifecycle, by specialists, independent testers.

We need your QA and testing services and expertise to help us do this.

## The current situation

**What is happening now?**

The current Home Office ‘Test Design and Consultancy’ framework agreement (agreement between government and suppliers) is due to expire in March next year (2017)

The CCS agreement QA & Testing for IT Systems will replace it.

**Who are the current providers?**

* Sogeti
* Ten10 (formerly The Test People)
* LA International

To continue offering services under the new agreement, existing suppliers will need to complete Your Offer (enclosed document) for this tender.

**Who are the Buyers?**

Buyers currently using the Test Design and Consultancy agreement and showing interest in QA & Testing Services include for example the following:

Existing users:

* Home Office group – Home Office shared QA and testing internal service
* Ministry of Justice
* Department of Environment, Food and Rural Affairs
* Department of Education
* Department for Business, Energy and Industrial Strategy (formerly the Department of Energy and Climate Change)
* Medicines and Healthcare products Regulatory Agency
* Cabinet Office

There are potential new Buyers throughout the whole of the public sector.

**What is the estimated value of the agreement?**

The estimated value is £40m per annum, excluding VAT.

This will be made up of multiple contracts with multiple suppliers.

There is no guarantee of work or spend under this agreement.

|  |  |
| --- | --- |
| **What are the changes/improvements to the current agreement?** | |
| **1.**            **Access**   * All suppliers passing the evaluation can be part of this agreement * Any Buyer listed in the OJEU Notice can use the agreement to buy QA and Testing Services | https://lh4.googleusercontent.com/aWhGL2ascXtjih5FkCHoV_ub-J1H5tRQcDhRsJwjOTsIqf1d27q3sVuMml9H7VpOrCipDyQT0S73OfqH8gLwUS5bdvm5T2G6Jz7gHlesT2ijJuOy2wdf0kTtFo4C410drpreohlC |
| **2.**             **Flexible** **framework agreement length**  2 years, however CCS may choose to extend a multiple of times up to 1 year. I.e. a total of 3 years. | https://lh6.googleusercontent.com/SiiiQdenHUHyvaSEw27NfeKXLnHHq8ge7WK1QOmUoAED0KOiMlfoPUrH_2yd_lhxNPBrTU7RemB-km4FJEZS7Tae62FQp-R4jcJGlzAzynnK9Ip5vOZX_6cVsF1a8RDB_6grpXsD |
| **3.**            **Once only principle – SID4GOV**  We are introducing SID4GOV for this procurement which will save time applying for procurements in the future.  Using SID4GOV, you can create a profile ID which will mean you can re-use the Selection Questionnaire responses when bidding for other public sector procurements (including competitions following an OJEU notice and mini competition tenders– see [Procurement Policy Note](https://www.gov.uk/government/publications/procurement-policy-note-816-standard-selection-questionnaire-sq-template) and [SID4GOV](https://sid4gov.cabinetoffice.gov.uk/)). |
| **4.**            **Increased maximum Call-Off Contract length**  From two years --> up to three years  Buyers will specify the Contract length within their mini competition tender. The option of longer Contracts will give you more time with the Buyer to deliver more complex projects. | https://lh5.googleusercontent.com/XB8EosPcNuawW7XexbYpyCEayHsbPGMpsRd49xcbRIRGSNhN1otZetr-ltPGRDo0Bt9R-fJOy3-9OVs1T_2-H5R5ebsma2bx-ySznYbPK9I7WaYj0bjrwYv8KZoyP5fgoPgUYT_7 |
| **5.**            **Simplified bidding**  We are introducing the option of a light touch bidding process to speed up the buying process; for simple Buyer needs, as well as a full mini competition process. | https://lh6.googleusercontent.com/ZZKbJCbUxoNi2XZI72RevMA0RvCoDTjLerYX7aJg_UdYe46qmZxJ9n5RDENUTfIlcfvD3J9F30ak_-ByZHv3UxBhNY7TgOHkSSb3nrirs6Mu4Qv0qg6NaJok7Nj388SUAsJRmvG4 |

The opportunity

The opportunity is to:

* enable you to offer QA and Testing Services and expertise to any UK public sector Buyer listed in the OJEU notice.
* make it easy, simple and quick for Buyers to find and buy QA and Testing Services or expertise, to help them fully test their services before going live.

**Who are the target audience?**

Any public sector Buyer listed in the OJEU notice can use this agreement including, but not limited to:

* central government (e.g. Home Office);
* health (e.g. hospital trusts)
* local authorities (e.g. Birmingham City Council or Cornwall Council)
* education (e.g. University of Cambridge or Kent & Ashford College)

The agreement will help Buyers by:

* creating a centralised route to buy specialist services or expertise
* ensuring that the suppliers capability has been evaluated by Home Office testing experts
* giving assurance that services are of a high standard
* allowing Buyers to adapt their needs iteratively using an ‘agile’ approach - buying services or expertise based on “what we know now”
* promoting co-located delivery teams, where needed
* sharing service delivery risk between the Buyer and the supplier
* providing government terms and conditions

**What’s in it for me?**

This agreement gives you the opportunity to offer these services and expertise to a wide range of public sector Buyers, all over the UK. There are potentially 17,000 Buyers in 1,400 organisations.

You will be able to offer your services locally or across the UK. Please specify the regional locations that you can offer services in, within Your Offer.

**How long will the agreement last?**

The agreement will initially last for 2 years, with an option for us to extend multiple times**.**

We may extend up to a maximum additional 1 year**.**

I.e. March 2017 to February 2019, then we may extend as many times as we need up until February 2020.

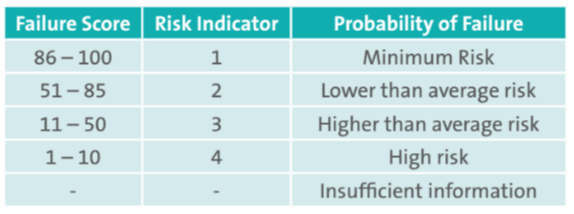
Buyers may enter into a contract (Call-Off Contract) with you for a period of up to 3 years. This gives you and the Buyer time to work together to deliver their needs for larger or more complex projects. This may be delivering simple projects lasting only a few weeks or complex projects over several years.

**Minimum requirements**

To bid for this opportunity, you must meet the following minimum criteria.

You must:

* complete ‘Your Offer’, and all required fields
* update or create a SID4GOV profile and pass all the questions. This profile can be used for future UK public sector bids. You will only need to check and update when your responses change. This is the ‘Once only’ principle - Standard Selection Questions
* have a minimum Dunn & Bradstreet Failure Score of 51 or above.



If your company does not meet this minimum requirement, alternative evidence of financial health and / or a guarantor who does meet this minimum requirement must be provided. Your, or your guarantor’s, financial risk level must be acceptable and you will be required to complete the Financial Assessment Template in the eSourcing Suite so we can perform this assessment.

* You will need to upload a copy of your insurance certificates

If you do not meet any of these minimum requirements, and we are not satisfied that your, or your guarantor’s, financial risk level is acceptable, you will be excluded from this procurement.

**Pricing**

You need to tell us what your maximum day rates are for each role and experience level, excluding VAT and excluding travel and expenses.

You may reduce your day rate, when bidding for a mini competition tender.

**Discounts**

You need to complete the discount structure table. (see eForm)

Discounts will apply for all work where the duration is over 20 Working Days.

|  |
| --- |
| **Commitment Duration** |
| 20 Working Days and over, but less than 60 Working Days |
| 60 Working Days and over, but less than 90 Working Days |
| Anything over 90 Working Days |

These are the minimum levels of discount that you can offer in any mini competition tender.

**Example of how Pricing and discounts will work during mini-competition**

*E.g. Maximum day rate you specify within your bid is - £500*

*You are invited to a mini competition where the commitment duration is 40 days. Your day rate bid must NOT exceed £500.*

*You’ve done your calculations and you decide that your day rates for the mini competition, will be £350.*

*You then need to apply your stated discount for the applicable commitment duration of 40 days.*

**Payment terms**

The method of payment will be Buyer specific. It will be specified within each mini competition.

Payment will be made within 30 days on the Buyer’s receipt of an undisputed invoice.

(See clause Payment and VAT in [RM3810 Call-Off Contract Standard Terms -](http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/digital-future) please ensure you read and understand all of these standard terms fully before bidding.)

Specification

## Our priorities

Maintain and expand QA and Testing capability supported by the Home Office QA and Test internal managed service team; whose priorities are:

* support cost effective delivery of digital services that focus on user need;
* building and increasing capacity of high quality, QA and testing capability;
* enabling the sharing of services across government to reduce cost and improve delivery;
* help shape an open, vibrant and stable digital economy that supports open societies.

**Alignment to other CCS agreements:**

Buyers who use this agreement may also use:

Digital Outcomes and Specialist

<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1043iii>

For designing, developing and building digital services

Cyber Security Services

[https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii](https://www.google.com/url?q=https%3A%2F%2Fccs-agreements.cabinetoffice.gov.uk%2Fcontracts%2Frm3764ii&sa=D&sntz=1&usg=AFQjCNGdL2iW3QIOeuALsFekyrmjmqX99A) (once the agreement is live)

For cyber security expertise with the assurance of NCSC (National Cyber Security Centre – formerly CESG certification)

G-Cloud

<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1557viii>

For commodity, consumption based, cloud services

## Scope

There are 8 lots - one for each of the QA and Testing services:

| **Ref** | **Service** | **Description** |
| --- | --- | --- |
| **1** | **QA and Testing (QAT) Specialists** | Providing access to a flexible and cost effective pool of QA & Test specialist professionals bought ‘as a service’ capable of delivering services across the full lifecycle |
| **2** | **Automation, Agile & DevOps** | To develop and implement test automation regimes, typically to support cost effective continuous release methods within an agile or DevOps environment. |
| **3** | **Load & Performance Testing** | To determine how systems perform against specific performance needs and comparative baselines, including under load & stress. |
| **4** | **Functional Testing** | Establish and manage an appropriate level of testing in line with programme delivery plans, validation and verification of a system against specifications and requirements |
| **5** | **Infrastructure Testing and Environments** | To determine whether system infrastructures are performant, including network provisioning and hosting across LAN, WAN and cloud infrastructures. |
| **6** | **Operational Acceptance Testing and DR** | Focussing on operational readiness of the system, including Service Readiness Testing, resilience and disaster recovery. |
| **7** | **QA and Testing (QAT) Management** | To coordinate and manage all aspects of QA and Test across the lifecycle. Potentially to also include the ownership (test design and execution) of integration testing. |
| **8** | **Strategic QA Consultancy** | To provide strategic consultancy support across all aspects of the test and SDLC lifecycles and wider QA elements where appropriate. |

You can choose which services or Lots you want to apply for in Your Offer. You do not need to apply for all Lots, but you may so if you wish.

If successful, your Agreement will outline all the Lots you are able to provide in one contract.

## Lotting structure explained

Lot 1 – QA and Testing Specialists

Providing access to a flexible and cost effective pool of QA and Test specialist professionals, bought ‘as a service’ who deliver services across the full lifecycle, including the examples below.

* System Integration Testing
* User Acceptance Testing / Service Transition
* Delivery Ownership
* Strategic Test Consultancy
* Non-Functional Testing
* Operational Acceptance Testing / Disaster Recovery
* Infrastructure & Environments
* Big Data, Analytics and Data Migration
* Load & Performance
* Usability and Compatibility
* Test Automation (QA in Agile)
* Test Assurance
* Security Testing
* User Experience
* Code review

See definition of roles in next section.

Lot 2 – Automation, Agile and DevOps

To develop and implement innovative test automation regimes, typically to support cost effective continuous release methods. The development and maintenance of Automation Frameworks and Software Development Engineering in Test (SDET)

QA in Agile:

* Exploratory, Usability and Compatibility Testing
* Static Testing
* Test planning and design
* Scrum
* Tools / Framework Operation
* Continuous Integration
* Development / Test coding and bug resolution
* Test Tools selection (where appropriate) and deployment
* Lead QA Team
* Code reviews

Lot 3 – Load & Performance Testing

To determine how systems perform against specific performance needs and comparative

baselines, including under load & stress.

* Framework development and maintenance.
* Performance Test Tools selection, provision and deployment
* Test Environments review, specification and build.
* Test approach, strategy, design and planning.
* Test Execution, review and analysis
* Review and assure performance requirements
* Performance Regression Testing
* Performance engineering, identifying areas for improvement

Lot 4 – Functional Testing

Establish and manage an appropriate level of testing in line with programme delivery plans,

validation and verification of a system against specifications and requirements.

* Early engagement, from requirements and procurement, in the design of the Test approach
* Static Testing
* Test approach, strategy, design and planning.
* Test Execution including Test Incident and Defect Management
* Test Delivery ownership and leadership
* Manual and automated test design and execution
* Test activities to include Accessibility, Usability, Compatibility, SIT (system integration testing) and UAT (user acceptance testing)

Lot 5 – Infrastructure Testing Services & Environments

To determine whether system infrastructures are performant, including network

provisioning and hosting across LAN (local area network), WAN (wide area network) and Cloud infrastructures

* Test approach, strategy, planning and execution of infrastructure testing
* Test Assurance
* Environment specification and assurance
* Environments management
* Environments provision
* Test data management

Lot 6 – Operational Acceptance Testing / Disaster Recovery

Focussing on operational readiness of the system, including Service Readiness Testing,

resilience and DR (disaster recovery).

* Test approach, strategy, planning, design and execution of OAT (operational acceptance) testing and DR testing
* Static Testing
* Test Execution, review and analysis
* Review and assure operational DR requirements

Lot 7 – QA and Testing (QAT) Management

To coordinate and manage all aspects of QA and Test across the lifecycle; potentially to

also include the ownership (test design and execution) of integration testing.

* To plan, manage and coordinate all aspects of QA and Testing, across multiple phases and potentially multiple suppliers.
* This service would typically be undertaken by permanent member(s) of the QA and Testing team but there may be a requirement to procure this service.
* When required, to also manage the design and execution of system integration testing.

Lot 8 – Strategic QA Consultancy

To provide strategic consultancy support across all aspects of the test and SDLC (system development lifecycle) lifecycles and wider QA elements where appropriate.

* To review and propose optimum approach to test and QA in order to manage risk most effectively across a project, programme or department
* Independent assessment of maturity and best practice
* Best use of tooling across the SDLC
* To bring innovation and current to consider latest tools, technologies and trends and how they could be applied effectively across the delivered services
* Scope may include broader QA requirements (not restricted to Test only) that may have impact on the quality of technology and digital services being delivered for users.

**Additional Information**

Services and people are generally deployed as part of co-located development and delivery teams. The delivery hubs can be anywhere in the UK and are currently around

London and the South-East and Sheffield. Other locations may evolve over the life of the

Agreement and/or a Call-Off Contract. There is the option for Buyers to specify remote (off- shore, near-shore) working depending on the nature of the QA and Testing service required and the nature of the product being delivered.

Depending on the nature of the QA and Testing service being delivered, there may requirements to visit and/or work from user and supplier locations around the UK and occasionally abroad.

All personnel to be deployed will be required to hold or be clearable to the specific level of security clearance required for the site the assignment will typically be carried out at.

The minimum level of security clearance shall be Baseline Personal Security Standard.

In some limited cases the security clearance level will be up to Developed Vetting (DV) level. The Buyer may sponsor clearance if required. The supplier will meet the cost of the clearance process.

All personnel must adhere to any Buyer specific processes, tools and ethos (such as Buyer service focused, mentoring and supporting colleagues, continuous improvement, and working as a team).

Suppliers are expected to participate in the development of civil servants when performing services as part of collaborative teams. This may take place through transfer of knowledge and skills to civil servants.

Requirements will vary as the nature of the work changes. Suppliers will be required to adopt a flexible approach and vary the services/resources provided to meet particular demands at any given point.

Lot 1 (QA and Testing Specialist) services may be used to support services across all the other Lots.

Suppliers are expected to work collaboratively with other suppliers to deliver the services, where the Buyer operates in a multi-tenanted, disaggregated delivery environment.

**Agreement and lotting structure**

This table explains the lotting structure and related roles for this Agreement. The Agreement is made up of 8 lots or services available for you to offer. When bidding you must specify which Lots and roles you would like to bid for in Your Offer.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Role reference** | **Role\*** | **Lot 1 QAT Specialist Service** | **Lot 2 Test Engineering  & DevOps** | **Lot 3  Load & Performance** | **Lot 4 Functional Test** | **Lot 5 Infrastructure  Test & Environments** | **Lot 6  OAT & DR** | **Lot 7 QAT Management** | **Lot 8 Strategic QA Consultancy** |
| **A+1** | **Head of QAT Delivery** | **Yes** | No | No | **Yes** | **Yes** | **Yes** | **Yes** | **Yes** |
| **A+2** | **Head of Performance Testing** | **Yes** | No | **Yes** | No | No | No | No | **Yes** |
| **A+3** | **Head of Test Engineering** | **Yes** | **Yes** | No | No | No | No | No | **Yes** |
| **A1** | **Lead QAT Delivery Owner** | **Yes** | No | No | **Yes** | **Yes** | **Yes** | **Yes** | **Yes** |
| **A2** | **Lead Performance Tester** | **Yes** | No | **Yes** | No | No | No | No | **Yes** |
| **A3** | **Lead Test Engineer** | **Yes** | **Yes** | No | No | No | No | No | **Yes** |
| **A4** | **Lead QAT Analyst** | **Yes** | No | No | **Yes** | **Yes** | **Yes** | No | **Yes** |
| **B1** | **QAT Delivery Owner** | **Yes** | No | No | **Yes** | **Yes** | **Yes** | **Yes** | No |
| **B2** | **Senior Performance Tester** | **Yes** | No | **Yes** | No | No | No | No | No |
| **B3** | **Senior Test Engineer** | **Yes** | **Yes** | No | No | No | No | No | No |
| **B4** | **Senior QAT Analyst** | **Yes** | No | No | **Yes** | **Yes** | **Yes** | No | **Yes** |
| **C2** | **Performance Tester** | **Yes** | No | **Yes** | No | No | No | No | No |
| **C3** | **Test Engineer** | **Yes** | **Yes** | No | No | No | No | No | No |
| **C4** | **QAT Analyst** | **Yes** | No | No | **Yes** | **Yes** | **Yes** | No | **Yes** |
| **D1** | **Tester** | **Yes** | **Yes** | **Yes** | **Yes** | **Yes** | **Yes** | No | No |
| **D2** | **Graduate / Apprentice** | No | **Yes** | **Yes** | **Yes** | **Yes** | **Yes** | No | No |
| **E1** | **Disaster Recovery QA specialist** | **Yes** | No | No | No | No | **Yes** | No | No |
| **F1** | **Technology Risk QA specialist** | **Yes** | No | No | No | No | No | No | **Yes** |
| **G1** | **Problem Management QA specialist** | **Yes** | No | No | No | No | **Yes** | No | No |

**Roles and experience levels:**

Under each lot, you may offer any of the roles and experience levels (as shown in above table)

You must tell us which roles you want to include in Your Offer.

You can only offer roles and experience levels appropriate to your certification.

Once certified, you may bid for work via a mini competition tender.

We have outlined the processes for Call-Off procedure and mini competition tender [here](http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/digital-future).

The Buyer may ask you to tell them which roles and experience levels, are required to deliver the service.

|  |  |
| --- | --- |
| Role level | Guidance based on the SFIA v6 framework (Skills for Information Age) - people operating with this level of proficiency & skill |
| A+ | Based on SFIA level 6 competency levels - initiate and influence with elements of level 7 to set strategy and inspire (Civil Servant Grade 6 equivalent) |
| A, E, F, G | Based on SFIA level 5 competency levels - to ensure and advise with elements of level 6 to initiate and influence (Civil Servant Grade 7 equivalent) |
| B | Based on SFIA level 4 competency levels - enable with elements of level 5 to ensure and advise (Civil Servant Grade SEO equivalent) |
| C | Based on SFIA level 3 competency levels - apply with elements of level 4 to enable (Civil Servant Grade HEO equivalent) |
| D | Based on SFIA level 2 competency levels - to assist with elements of level 3 to apply (Civil Servant Grade EO equivalent) |

**What is out of scope for this opportunity?**

Products and services out of scope include but are not limited to:

* Any/all hardware & infrastructure
* Hosting
* Software or software licensing (other than any testing tools – lot 2)
* Networks or connectivity services (the QA and Testing services for networks and connectivity are in scope)
* Provision of interim staff / contractors – this is not a resource Agreement

**How many suppliers will be on framework agreement?**

We are not limiting the number of suppliers on the agreement. However only suppliers who are successful through the QA and Testing evaluation and who have met the minimum score, will be offered an Agreement and be able to offer services to Buyers via mini competition tenders.

## Metrics

## You are required to agree to the following metrics from the agreement.

| **KPI no** | **Performance Criteria** | **Target** | **Measured by** |
| --- | --- | --- | --- |
| Contract Management | | | |
| 1 | Responsiveness to CCS in relating to management of this agreement | ≥ 95% | Responding to correspondence (email or phone) from CCS within 2 Working Days. Resolving issues raised within 5 Working Days. |
| 2 | Provision of the Model Self Audit Certificate in accordance with within 2 weeks of the end of each Contract Year | 100% | Confirmation of receipt by CCS. |
| 3 | Reporting the number of Call-Off Contract variations within each Quarter | 100% | Providing the report 2 weeks after the end of each Quarter |
| Sales, Invoicing and Savings Information | | | |
| 4 | Completed accurate MI template to be returned to CCS by the Reporting Date. | 100% | Confirmation of receipt by CCS, (must be complete & accurate with invoice, order & bid MI ) |
| 5 | Any invoices for Management Charges to be paid within 30 calendar days from date of issue. | 100% | Confirmation of receipt by CCS. |
| 6 | Provided accurate and full breakdown of pricing for Services supplied by the Supplier within 14 Working Days of a request from CCS. | 100% | Confirmation of receipt of full and accurate information by CCS. |
| 7 | Provided accurate and full information when requested by CCS, on how the Supplier has arrived at a fixed or capped price bid under a Call-Off Contract | 100% | Confirmation of receipt of full and accurate information by CCS. |

| **KPI no** | **Performance Criteria** | **Target** | **Measured by** |
| --- | --- | --- | --- |
| Service | | | |
| 8 | Satisfaction | 90% or above. | % of responders who are satisfied or better at the end of SoW Satisfaction report, as set out in Schedule 4. At the end of each SoW as part of the lessons learnt, Buyers will use the Balanced Scorecard to score their satisfaction against supplier’s performance during that SoW. |
| 9 | Responsiveness to Invitation to Tenders | ≥ 95% per Quarter | Responding to Invitations to Tender within Mini Competitions issued via the agreement on 95% of Mini Competitions, (within location region)  A response is defined as a communication to the Contracting Body confirming that a bid or no bid will be provided.  This will measured using CCS’s Emptoris system or the Buyer’s Sourcing system. |

# Call-Off Contract

## RM3810 Call-Off Contract

Please note the Call-Off Contract has been added for information only.

It is split into the Order Form and Specific Terms (those specific to the buyers Contract); the Schedules (which will contain bid information and any deliverables), and the Standard Terms. These do not change and so we’ve added these [online](https://ccs-agreements.cabinetoffice.gov.uk/Cyber-security-services-2).

When a Buyer enters into a Call-Off Contract with you, this document will be presented as a separate document.

|  |  |
| --- | --- |
|  | CALL-OFF CONTRACT  Quality Assurance & Testing for IT Systems RM3810  PART A Order Form , Specific Terms and  PART B Schedules  PART C RM3810 Standard (non-variable)Terms *(held online)* |

|  |  |
| --- | --- |
| Buyer Ref: |  |
| Date sent to supplier: | *Select date* |
| Purchase Order Number: |  |

**This agreement is between:**

|  |
| --- |
| the “Buyer”  Buyer Full Name  Buyer Full Address |
| the “Supplier”  Supplier Full Name  Supplier No.  Supplier Full Address (registered office address) |
| Together the “Parties” |

**Service delivery contact details:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Buyer:** | **Name:** |  | |
| **Title:** |  |
| **Email:** |  |
| **Telephone:** |  |
| **Supplier:** | **Name:** |  |
| **Title:** |  |
| **Email:** |  |
| **Telephone:** |  |

PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Quality Assurance & Testing for IT Systems - RM3810 and the Buyers mini competition tender.

The Contract is made up of:

* Part A – The Order Form (an overview of the services to be provided throughout the lifetime of the agreement) and the Specific Terms (which are specific to this Contract)
* Part B – Schedules (the Buyers requirements, the winning suppliers bid and the agreed work to be carried out) and;
* Part C – Standard RM3810 Call-Off Terms and Conditions (which are non-variable)

The Supplier agrees to supply QA and Testing security services specified below on and subject to the terms of this Contract.

The Buyer will complete the Order Form prior to the Contract award.

|  |  |
| --- | --- |
| **Call-Off Contract term:** | |
| 1. Commencement Date: | Select date |
| 1. Length of Contract: | *Up to 3 years* |

|  |  |
| --- | --- |
| **Contract Charges and payment** | |
| 1. The method of payment for the Contract Charges (GPC or BACS): | Choose an item. |
| 1. Invoice details |  |
| * 1. Where and how to send invoices | e.g. by email, and to which address |
| * 1. Who to send invoices to: | e.g. The team name or individual to address invoices to |
| * 1. Invoice information required: *e.g. PO, Project* | e.g. Include what is needed on the invoice, to enable your teams to process it. |
| 1. Invoice Frequency | How often would you like suppliers to invoice you? |
| 1. Contract Charges | Completed post award – Insert suppliers winning bid and maximum Contract Charges for the duration of the Contract |

|  |  |
| --- | --- |
| **Buyer contractual requirements:** | |
| 1. Services required: \* | For the supply of enter services needed part of project ref: xxxxx.  Please note extent of the services exclude hardware devices and/or software products. |
| 1. Delivery Location(s)/Premises: | Enter the Location (Buyer or Supplier address(es) where the work will be done |
| 1. Relevant convictions: | Insert any convictions that the Buyer would not want the supplier or staff to have, whilst doing this work |
| 1. Staff Vetting and Security Clearance: | Insert the level of security clearance that supplier staff need in order to carry out this work e.g. BPSS, SC, DV or other |
| 1. Local health and safety procedures: | Insert any procedures applicable |
| 1. Non-Disclosure requirements: | If you will be sharing any sensitive information, you may need an NDA. If so please reference the applicable schedule |
| 1. Exit Planning: | You need to consider what happens and what you may need at the end of the agreement – for example what the supplier needs to provide, what data, materials, you may need. What format and when provided. And any cooperation you may need between the incumbent and new supplier for example. |
| 1. Security Requirements:   (including details of Security Policy and any additional Buyer security requirements) \*\* | Are there any security policies that are applicable for the requirement, which may impact the Suppliers decision to bid for or carry out this work? |
| 1. Protection of Buyer Data: | Think about what Buyer data needs protecting and how this data is controlled |
| 1. Standards: | Include any standards required |
| 1. Business Continuity and Disaster Recovery: | Please include details of any BCDR plan |
| 1. Insurance: | As per Clause 16 of the [framework agreement RM3810](https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii)  *Liability Insurance – minimum level of cover £5,000,000*  *Professional Indemnity – minimum level of cover £2,000,000* |

|  |  |
| --- | --- |
| **Additional and/or alternative clauses:** | |
| This section allows the Buyer to add supplemental requirements and additional terms to the Contract. These must be completed before the requirements are published. | |
| 1. Supplemental requirements in addition to the Call-Off Terms | Click here to enter text. | |
| 1. Buyer Specific Amendments to the Call-Off Terms   The table below lists the editable terms from the [RM3810 Standard Call-Off Terms](https://ccs-agreements.cabinetoffice.gov.uk/Cyber-security-services-2).  The number of days, value or other elements of these terms may be increased to suit the Buyer’s needs. They may not be decreased. When amending these terms, the Buyer must state whether it has been increased or not. | |
| |  |  |  | | --- | --- | --- | | **Clause** | **Heading** | **Minimum Contract term (cannot be reduced)** | | 4 | Warranties and Representations | Will remain 90 Working days from the date the Buyer accepts the release of work. | | 18 | 1. Supplier Assistance at Retendering | Will remain 10 Working days | | 24 | 1. Force Majeure | Will remain 15 consecutive Calendar Days | | 19 | 1. Changes co Contract | Will remain 5 Working Days | | 37 | 1. Dispute Resolution | Will remain that active efforts will be made to resolve within 10 working days | | 38 | 1. Liability | Will remain   * direct loss or damage to property - £1,000,000 in each Contract Year in which the default occurred or is occurring * £500,000 or a sum equal to 200% depending on the liability damage/loss or impact | | 39 | 1. Termination Events Material Breach | Will remain 15 consecutive Calendar Days | | |

**Further information:**

**\*\* Security Requirements Note:**

If the Buyer requires work to be carried out at the OFFICIAL-Sensitive status or above, the Parties agree to complete a Security Aspect Letter to accompany the contract award.  
  
The Buyer may choose to issue a specific Security Aspects Letter to determine the security of the work undertaken.

**What is a security aspects letter?**  
Find out more: <https://www.gov.uk/guidance/defence-equipment-and-support-principal-security-advisor#frequently-asked-questions>

|  |  |
| --- | --- |
| **Winning Supplier’s information:** | |
| 1. Suppliers commercially sensitive information | Winning supplier to confirm any commercially sensitive information from their bid. |
| 1. Key Sub-Contractors | Winning supplier to confirm details of any sub-contractors are being used. (name and role) |
| 1. Contract Charges |  |

(Insert Winning Supplier’s Pricing Matrix here as an image and remove text)

|  |
| --- |
| **Acknowledgment:** |

* By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply QA and Testing Security Services to the Buyer as described in Quality Assurance & Testing for IT Systems RM3810.
* The Parties acknowledge and agree that they have read the Call-Off Contract and RM3810 Standard Call-Off Terms and by signing below, agree to be bound by this Contract.
* The Parties acknowledge and agree that this Contract shall be formed when the Buyer acknowledges the receipt of the signed copy from the Supplier within two (2) Working Days. Ref: [RM3810 Call-Off Procedure](https://ccs-agreements.cabinetoffice.gov.uk/Cyber-security-services-2))
* The Contract outlines the deliverables and expectations of the Parties. Order Form outlines any terms and conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form will supersede those of [RM3810 Standard Terms](https://ccs-agreements.cabinetoffice.gov.uk/Cyber-security-services-2).

**SIGNED:**

|  |  |
| --- | --- |
| Supplier: | Buyer: |
| Name: |  |  |
| Title: |  |  |
| Signature: | Microsoft Office Signature Line...  Select date | Microsoft Office Signature Line...  Select Data |

PART B – THE SCHEDULES

Remove all guidance when complete

**SCHEDULE 1 – SERVICES NEEDED**

Insert the description of the services needed by the Buyer. This will be an almost cut and paste from the Buyers requirements document from the mini competition tender.

**SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN**

Insert the Suppliers high-level delivery plan. Take this from their bid from the mini competition tender.

**SCHEDULE 3 - BUYERS RESPONSIBILITIES**

Winning supplier to add any responsibilities of the Buyer here. Include anything that the Supplier needs the Buyer to do, to enable them to do their job.

**SCHEDULE 4 – NON-DISCLOSURE AGREEMENT**

Optional to include at the Buyers discretion

**SCHEDULE 4 – STATEMENT OF WORK (SoW)**

This schedule outlines the work to be carried out within each delivery stage.

A new SoW needs to be created for each delivery package.

This is the order to the Supplier and is used to monitor and measure the delivery of the requirements. It is also used to cross reference invoicing against delivery.

The rights, obligations and details agreed and set out in each SoW, only apply to the Services and Deliverables for this SoW. They do not relate to any past or future SoW, unless specified.

Where applicable, the Buyer and the Supplier may also choose to add the following documents to complement this SoW:

* The initial Service Delivery Plan – developed for this SoW
* Addition documents to support the deliverables
* High level objectives for this SoW

**Overview:**

|  |  |
| --- | --- |
| SoW start date: | Select Date |
| SoW Reference: |  |
| Buyer: | Buyer Full Name |
| Supplier: | Supplier Full Name |
| Sub-Contractors:  (list all sub-contractors) |  |
| Overall Estimated Service Completion Date:  (the “Completion Date”) | Select Date |
| Duration of SoW  (How long the SoW will last – expressed as Working Days) |  |
| Charging Mechanism(s) for this SoW:  (Capped/ Time and Materials/ Time and Materials/ Fixed Price/ Milestone deliverables) | Choose an item. |

**Key Personnel:**

The Parties agree that the Key Personnel in respect of the Service Delivery are detailed in the table below.

**Table of Key Personnel:**

|  |  |  |
| --- | --- | --- |
| **Name** | **Role** | **Details** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Deliverables:**

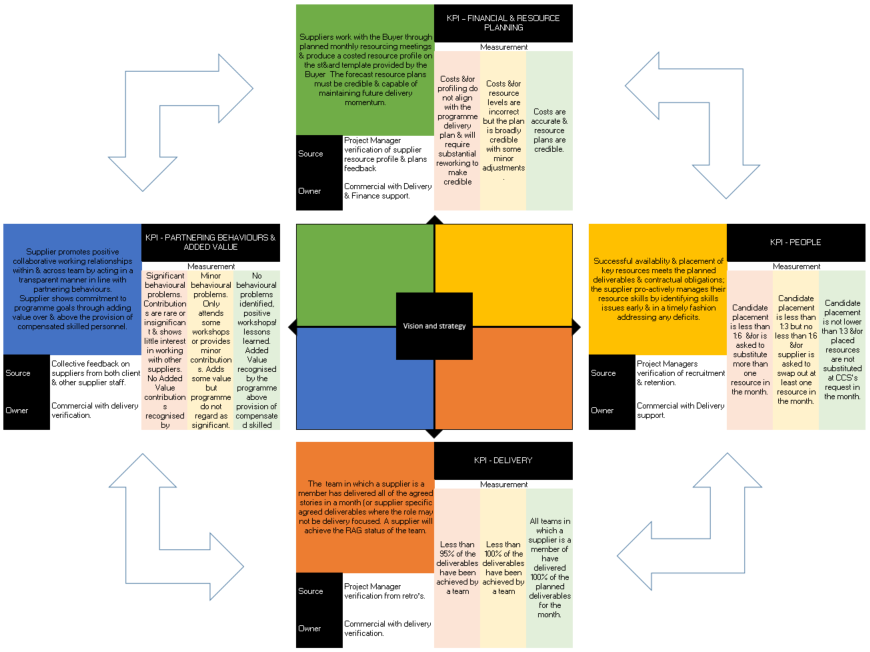
* Enter Deliverables.
* Enter Deliverables.
* Enter Deliverables.
* Enter Deliverables.
* Enter Deliverables.
* Enter Deliverables.

**Additional Requirements**

Insert

**Balanced scorecard & KPIS:**

In addition to the Supplier’s performance management obligations set out in the framework agreement, the Buyer and the Supplier have agreed the following Balanced Scorecard & KPIs for this Release: (use this template and amend with your own measures in line with these headings) Copy of the below can be found [here](https://ccs-agreements.cabinetoffice.gov.uk/Cyber-security-services-2)



**Contract Charges:**

The Maximum Price for this SoW is: £xxxxx

The preferred charging mechanism for this SoW is: (*Please tick below)*

|  |  |
| --- | --- |
|  | CAPPED TIME AND MATERIALS (complete Time and Materials table) |
|  | TIME AND MATERIALS (complete table below) |
|  | FIXED PRICE (complete table below) |
|  | MILESTONE DELIVERABLES |

The detail behind each charging mechanism is found below.

**Capped Time and Materials**

* The maximum price the Supplier is entitled to charge the Buyer for Services delivered on a Capped Time and Materials basis (excluding VAT but including Expenses) is known as the Maximum Contract Charges.
* The Buyer must specify if the Maximum Price for this SoW and stipulate the Service Period. E.g. Maximum Price per Week, per Working Days etc.
* Capped Time and Materials shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services.
* The Supplier acknowledges and agrees that it shall provide the Services in relation to this SoW within the Maximum Price set out above; and it shall continue at its own cost and expense to provide the Services, even where the price of Services delivered to the Buyer on a Capped Time and Materials basis has exceeded the Maximum Price.
* The Buyer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

**Time and Materials (T&M)**

* The T&M pricing structure shall apply:
  + for Services delivered (or as agreed otherwise by the Parties); and
  + for other aspects of the Services as may be agreed by the Parties.
* T&M shall be calculated:
  + on a daily basis at the respective T&M rates for each Supplier Staff, for every day,
  + or pro rata for every part of a day that the Supplier Staff are actively performing the Services
* The relevant rates for such Supplier Staff is set out in the table below.
* The Supplier shall provide a detailed breakdown of any T&M; with sufficient detail to enable the Buyer to verify the accuracy of the T&M Contract Charges incurred.
* For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in addition to the T&M.
* The Supplier shall retain a record timesheet for all staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
* T&M rates (excluding VAT) is an estimated cost for a SoW from Supplier proposal. If additional work is required. A further SoW is required. The Maximum Contract Charges may not be exceeded without consent from the Buyer. Please refer to Contract Change Note.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Experience Level/ Day Rate/planned duration for this SoW | | | | | |
| QA and Testing Security Roles | Practioner  Day Rate £ | Planned Duration No. of Days | Senior Practioner Day Rate £ | Planned Duration No. of Days | Lead Practioner Day Rate £ | Planned Duration No. of Days | Total |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Total value of this SoW: | | | | | | |  |
| Estimated Contract Charge:  *(23. of the Order Form)* | | | | | | |  |
| Remainder of value under Estimated Contract Charge:  *(23. of the Order Form minus All SoW total values)* | | | | | | |  |
| Is there any risk to exceed Estimated Contract Charge:  *Y/N & Comments below.* | | | | | | | Choose an item. |
| Comments: | | | | | | | |

**Fixed Price**

* Where Services for this SoW are being delivered on a Fixed Price basis, the Contract Charges set out in the table below shall apply.
* The Parties acknowledge and agree that the following assumptions, representations shall apply in relation to the prices set out in the table below.
* Fixed Price Contract Charges (excluding VAT) shall be applied as follows:

| **Fixed Charge** | **Description** | **Service Period (or if Payment linked to Milestones then, Milestone Date)** | **Breakdown By Role and Duration** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Milestone Deliverables**

* Milestone Deliverable pricing shall be against the service delivery plan agreed by the Buyer and Supplier at the start of the SoW.
* The Supplier must complete the service Deliverable by the due date.
* The Buyer will review the Deliverable against the agreed acceptance criteria to sign off acceptance
* Once the Buyer has accepted the Deliverable the Supplier can raise and send an invoice.

**Agreement of SoW:**

By signing this SoW, the Parties agree to be bound by the RM3810 Call-Off Contract terms and conditions set out herein:

**Signed by an authorised signatory for and on behalf of the Buyer and the Supplier**

**SIGNED:**

|  |  |
| --- | --- |
| Supplier: | Buyer: |
| Name: |  |  |
| Title: |  |  |
| Signature: | Microsoft Office Signature Line...  Select date | Microsoft Office Signature Line...  Select Data |

Please send copies of all SoW to Crown Commercial Service email: [Cloud\_Digital@crowncommercial.gov.uk](mailto:Cloud_Digital@crowncommercial.gov.uk) titled Quality Assurance & Testing for IT Systems SoW.

**SCHEDULE 6 - CONTRACT CHANGE NOTE**

Call-Off Contract reference: Insert

Contract Change note variation number: Insert

**This amendment to the agreement is between:**

|  |
| --- |
| the “Buyer”  Buyer Full Name  Buyer Full Address |
| the “Supplier”  Supplier Full Name  Supplier No.  Supplier Full Address (registered office address) |

**The variation:**

The Contract is varied as follows and shall take effect on the date signed by both Parties:

Full Details of the proposed change:

Insert

Reason for the change:

Insert

Likely impact, if any, of the change on other aspects of the Contract:

Insert

Words and expressions in this Contract Change Note shall have the meanings given to them in the Contract.

The Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

**Signed by an authorised signatory for and on behalf of the Buyer and the Supplier**

**SIGNED:**

|  |  |
| --- | --- |
| Supplier: | Buyer: |
| Name: |  |  |
| Title: |  |  |
| Signature: | Microsoft Office Signature Line...  Select date | Microsoft Office Signature Line...  Select Data |

PART C – RM3810 Standard Terms

The standard terms and conditions of the RM3810 Call-Off Contract have been developed specifically for government/public sector.

These terms are non-variable and can be found on the CCS website: <http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/digital-future> 

## Call-Off Procedure

# Full details of the Call-Off Procedure and the Mini Competition can be found [online](http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/digital-future) but has been included below for ease of the tender.

**Background**

The purpose of this document is to outline the procedure for the award of a Call-Off Contract.

Buyers will shortlist capable suppliers using the RM3810 Catalogue, carry out a Mini Competition tender, evaluate and then award a Call-Off Contract based on their Award criteria.

**RM3810 Catalogue**

The Catalogue, which will be made publically available on the Crown Commercial Service (CCS) website, provides:

* A list of the certified QA & Testing Services suppliers.
* The Certifications which they have received – relating to the schemes they are certified for.
* The roles they have been awarded
* The geographic locations which the suppliers can work in
* The industry sectors they can work within
* The supplier’s maximum day rates for these role, and services.

Buyers will use the Catalogue to begin shortlisting suppliers, based on their requirements.

**Shortlisting process**

1. The buyer will create a Requirements Document, detailing their requirement and what they want to achieve. This document will include:

* the bid submission due date
* the evaluation method and criteria
* the date range for any subsequent evaluation stages
* any security clearance requirements
* the maximum number of suppliers that will be evaluated

1. The buyer will also create a Questions and Answers template, which will detail the questions that suppliers will be expected to respond to and any supporting evidence they need to provide. This template will clearly state which questions are essential and which are desirable.
2. Buyers will use the Catalogue to filter Suppliers based on one or more of the following criteria:

* The roles that suppliers have been awarded
* The geographic locations which the suppliers can work in
* The industry sectors they can work within

This initial filter will produce a list of all capable suppliers that will be invited to Mini Competition.

1. The buyer will publish the Requirements Document and the Questions and Answers template to all capable suppliers, requesting responses by a given deadline.
2. Suppliers should be given the opportunity to ask questions about the requirement. Sufficient time should be allowed for the buyer to respond to Supplier questions and for Suppliers to view responses, before the deadline for submissions.
3. After the deadline for responses to the Questions and Answers stage, the buyer will review the list of interested suppliers that submitted a response. Suppliers must provide a positive answer to all essential questions in order to be included within the competition. If there are more suppliers than the maximum number of suppliers specified for evaluation when the Requirements Document was published, the buyer can refine the shortlist by evaluating responses to the essential and desirable criteria.
4. Invite shortlisted Suppliers to further evaluation. This must include the evaluation method(s) indicated when the brief is issued. Evaluation methods may include one of the following:

* Short tender – written bid only
* Medium tender – written bid and validation presentation
* Full tender – written bid and practical demonstration/testing with scrutiny process

1. Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.
2. Run financial due diligence if required on the provisionally successful Supplier(s).
3. Award a Contract to the successful Supplier(s).
4. Notify unsuccessful suppliers and provide shortlisted suppliers with feedback.

Note: - Evaluating essential and desirable criteria at point 6) would require the supplier to understand that, if taken through to the final shortlist, the scores given at this stage will be taken through to the final evaluation and added to the total score given. Responses would be scored against the ‘Written Proposal’ award criteria.

**Award of a Call-Off Contract**

Award of a Call-Off Contract shall be to the Supplier who submits the most economically advantageous tender following a Mini Competition tender and based on the Award criteria set by the Buyer.

If CCS or any other Buyer decides to source QA & Testing Services through the Agreement, then it will award the Call-Off Contract in accordance with the procedures, the requirements of the Regulations and the guidance set out in this document.

For the purposes of this document, “**Guidance**” shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.

To award a Call-Off Contract, the Buyer:

* must develop a requirements document, setting out which QA & Testing Services they need;
* must review the Call-Off Contract (RM3810 Standard Terms);
* should amend or refine the Call-Off Contract and Order Form to reflect their requirements, These amendments may only be made in accordance with the Regulations and Guidance;
* shall use the Catalogue to filter and identify capable suppliers who can deliver the relevant QA & Testing Services. Buyers may filter by:
  + regional locations,
  + technologies and languages
  + and/or QA& Testing roles.
* shall send an invitation to tender to those capable suppliers.
* shall carry out a Mini Competition tender in accordance with this document.
* may award a Call-Off Contract in accordance with this document.

Mini Competition tender procedure

**Create**

Buyers should remember that when shortlisting suppliers, **all** capable suppliers must be invited to tender.

What to include in the Mini Competition:

1. Decide the type of tender required. The options are:

i. **Short tender** – Written bid only

ii. **Medium tender** - Written bid and validation presentation

iii. **Full tender** - Written bid and practical demonstration/testing with scrutiny process

1. Include Award Questionnaire and the Award criteria (as described in Table 1 below) including any sub-criteria, any weightings and minimum pass marks.
2. Details of any presentation or demonstration needed and any minimum pass mark required;
3. Whether price will be evaluated in written form or by eAuction.
4. How suppliers are to submit a written bid for each requirement they are bidding for. This should include the method the supplier needs to respond by. For example: via the CCS E-Sourcing suite or by email.
5. The tender timetable including the tender deadline. This will be the date by which the suppliers must submit their bid. The timetable should also Include any important dates e.g. the date of any testing or presentations.

The timetable should take into account the complexity of the requirements and the time it might take for suppliers to prepare and submit tenders.

**Clarification of bids**

A Buyer may clarify any aspect of a supplier’s written bid before carrying out evaluation.

For example, to clarify ambiguity or correction of an obvious error.

Clarification is carried out in writing.

**Type of tender options explained**

All tenders submitted before the tender deadline will be evaluated.

Each option includes the **Short Tender** process as standard.

|  |  |
| --- | --- |
| **Written evaluation** | Evaluators shall evaluate each supplier’s response to the Award Questionnaire against the Award criteria set out. The evaluators shall record their scores centrally and then attend a Consensus meeting to finalise the scores for each supplier. |
| **Consensus meeting** | The evaluators shall meet to agree the final score to be awarded to each supplier for their written bid (“**Consensus meeting**”). The Consensus meeting will be overseen by an independent commercial adjudicator who will facilitate the meeting from a commercial and compliance perspective.  During the meeting the evaluators will agree scores in line with the Award criteria.  A supplier that fails to meet the minimum pass mark for their written submission shall be excluded from further participation in the Mini Competition Procedure. |

|  |  |
| --- | --- |
| **Medium Tender**  Following the **Short Tender** consensus meeting Medium length tenders then… | |
| **Validation presentation** | The validation presentation shall be run by the independent commercial adjudicator.  During the validation presentation the evaluators may clarify any part of the supplier’s written bid.  In order to ensure that the validation presentation is carried out fairly and transparently, the independent commercial adjudicator shall ensure the following:   * That there is no negotiation between the evaluators and the supplier; * discussion will be limited to clarification of the supplier’s oral submission content only: and * the supplier or Buyer do NOT introduce any new information or questions. |
| **Further Consensus meeting** | Following the validation presentation, the independent commercial adjudicator will conduct a further consensus meeting to agree final scores for the written submission in line with the Award criteria. This may result in a reduction of the previous consensus score. A reduction in the score means that the validation presentation did not demonstrate that the supplier met the previous consensus score.  The supplier’s previous consensus score cannot be increased. |

|  |  |
| --- | --- |
| **Full Tender**  Following the **Short Tender** consensus meeting Full length tenders then… | |
| **Practical demonstration and/or testing** | Details of the date, time and location for the practical demonstration and/or testing will be provided to the suppliers by email and time slots will be provided on a first come first serve basis.  The structure of the practical demonstration and/or testing will be set out by Buyer in the competition.  The purpose of the practical demonstration is to evaluate whether the resources required to meet the Buyer’s requirements can be met by the supplier. It shall require those resources submitted by the supplier to address the relevant standard questions set out in the table below. The Buyer may also include up to 3 additional questions providing the questions:   * relate directly to the subject matter of the Buyer’s requirements; * clearly test an element of the supplier’s proposals and the Buyer believes it is necessary for the element to be tested; * are distinct from the standard questions and do not address the same subject matter; * can be evaluated with reference to the Award criteria; and * are compliant with the Regulations and any Guidance.   The practical demonstration shall be run by the independent commercial adjudicator.  **Testing (Optional)**  Where applicable, the buyer may specify if testing is required.  Those suppliers that have met the minimum score for their written bids, shall be asked to participate in testing.  Testing involves different methods of validating the supplier’s capability to complete the buyer’s requirements.  Testing usually relies on the buyer being able to facilitate such testing |

**All tender options**

|  |  |
| --- | --- |
| **Price evaluation** | Finally the evaluators will evaluate the supplier’s tendered price.  The Buyer shall state on what basis suppliers will be required to submit their tenders e.g. day rates, fixed price etc.  Where a Buyer has stated that that an eAuction shall be used as part of the Mini Competition Procedure, this will be done in accordance with the process set out below. |
| **Decision to award** | The Buyer shall award the Call-Off Contract to the supplier who submits the most economically advantageous tender based on the Award criteria, including Price (which may be determined by eAuction where relevant). |

**Standard Scrutiny Questions**

|  |  |
| --- | --- |
| **Question** | **Weighting (%)** |
| **Team Working** - how will the resources submitted by the supplier work effectively as a team:   * Please describe how the resource will ensure they work effectively as part of any team submitted by the Framework supplier; and * Please describe how the resource will ensure that they contribute fully to the buyer’s wider team. | 5% -80% |
| **Communication skills** – how will the resources put forward by the supplier ensure that they communicate to effectively to other team members, the buyer and end users as appropriate:   * Please describe how the resource will report effectively up the management chain within the buyer body * Please describe how the resource will deliver specialist technical information to an experienced technical buyer; and * Please describe how the resource will deliver specialist technical information to an end user assuming that the end user has no technical knowledge. | 5% -80% |
| **Problem solving** – how would the resources put forward by the supplier identify and solve issues:  The Buyer shall provide a scenario that is directly relevant to the Requirements and the resource must:   * identify a key problem and describe how they would report such problem to the relevant manager; * put forward their proposed solution to the problem which must be proportionate and relevant to the scenario proposed; and * explain how they would ensure that senior stakeholders accept their recommendation, where there may be internal conflicting priorities | 5% -80% |
| **Cyber Security Standards**– how will the supplier ensure its resources are able to work in a manner that meets the standards   * Providing services that fall within one of the 7 defined services * Delivery of services and consultancy that follows the Consultancy Lifecycle * Head Consultant meets the professional skills, qualification and certification requirements * Consultancy service based on a track record of high quality delivery, led by Head Consultants * The service delivery will continue to meet on going obligations of the standard including reporting | 5% -80% |
| **Ability to add value** – how will the supplier ensure that its resources add value to the buyer:   * Please give an example of a new technology, process or similar that the resource would be able to apply in its day to day role that will add value to the buyer without incurring additional costs. | 5% -80% |

Each evaluator will evaluate the supplier’s response to each of the standard questions and any additional questions by awarding a score based on the marking scheme set out in the table below. Where the Buyer has stated in their Mini Competition tender that the questions shall consist of elements to be scored separately, the same marking scheme shall be used for each element.

All marks will be awarded on the basis of the content of the oral presentation given and no marks will be awarded for presentation skills and/or use of supplementary materials

**Example scoring mechanism:**

|  |  |
| --- | --- |
| **Marks** | **Criteria** |
| 3 | The resources put forward by the supplier clearly demonstrate the supplier’s ability to fully address each element of the response guidance. |
| 2 | The resources put forward by the supplier clearly demonstrate the supplier’s ability to fully address two of the three elements of the response guidance. |
| 1 | The resources put forward by the supplier clearly demonstrate the supplier’s ability to fully address one of the three elements of the response guidance. |
| 0 | The resources put forward by the supplier were unable to address any of the three elements of the response guidance or were unable to give any answer to the question. |

**eAuctions**

Where the Buyer wishes to use an eAuction, it shall do so in accordance with the rules laid down by the Buyer and the Regulations.

The supplier acknowledges that Buyers may wish to undertake an electronic reverse auction, where suppliers compete in real time by bidding as the auction unfolds ("Electronic Reverse Auction").

Before undertaking an Electronic Reverse Auction, the relevant Buyer will make an initial full evaluation of all tenders received in response to invitation to tender. The Buyer will then invite to the Electronic Reverse Auction only those tenders that are admissible in accordance with the Regulations. The invitation shall be accompanied by the outcome of the full initial evaluation of the relevant tenders.

The Buyer will inform the suppliers of the specification for the Electronic Reverse Auction which shall include:

* the information to be provided at auction, which must be expressed in figures or percentages of the specified quantifiable features;
* the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
* any limits on the values which may be submitted;
* a description of any information which will be made available to suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;
* the conditions under which suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
* relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
* the date and time of the start of the Electronic Reverse Auction; and
* details of when and how the Electronic Reverse Auction will close.

The Electronic Reverse Auction may not start sooner than two (2) Working Days after the date on which the specification for the Electronic Reverse Auction has been issued.

Throughout each phase of the Electronic Reverse Auction the Buyer will communicate to all suppliers, sufficient information to enable them to ascertain their relative ranking.

The supplier acknowledges and agrees that:

* the Buyer and its officers, servants, agents, group companies, assignees and customers (including the Authority) do not guarantee that its access to the Electronic Reverse Auction will be uninterrupted or error-free;
* its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
* it will comply with all such rules that may be imposed by the Buyer in relation to the operation of the Electronic Reverse Auction.

The Buyer will close the Electronic Reverse Auction on the basis of:

* a date and time fixed in advance;
* when no new prices or values meeting the minimum differences required have been received within the prescribed elapsed time period; or
* when all the phases have been completed.

**No Award**

Notwithstanding the fact that the Buyer has followed the procedure (as set out above), the Buyer shall be entitled at all times to decline to make an award for its services requirements. The Buyer may also cancel the award procedure at any time. The Buyer is not obliged to award any Call-Off Contract and shall not be liable for any costs associated with your bid submission.

**Responsibility for awards**

The Supplier acknowledges that each Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this agreement. CCS is not responsible, or accountable for, and shall have no liability whatsoever in relation to:

* the conduct of other Buyers in relation to this agreement; or
* the performance or non-performance of any Call-Off Contracts between the supplier and Buyers entered into pursuant to this agreement.

**Signing the Call-Off**

* The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this paragraph within this guidance, shall not constitute a Call-Off Contract under this agreement.
* Where the supplier is successful following a Mini Competition Procedure, on receipt of a Call-Off Contract from a Buyer, the supplier shall accept the Call-Off Contract by promptly signing and returning a copy to the Buyer concerned.
* On receipt of the signed Call-Off Contract from the supplier, the Buyer shall send a written notice of receipt to the supplier and CCS (at [digitalfuture@crowncommercial.gov.uk](mailto:digitalfuture@crowncommercial.gov.uk)) and a Call-Off Contract shall be formed.

**Table 1: Mini Competition Award Criteria**

* The Buyer will provide supplier’s with an Award Questionnaire as part of their invitation to tender. The Award Questionnaire will set out relevant questions that suppliers will need to answer to demonstrate their services and capability to deliver Buyer’s requirements.
* The Award Questionnaire will set out the marking scheme for each question which will be based on the Award criteria set out below.

|  |  |  |
| --- | --- | --- |
|  | **Mini Competition Award Criteria** | **Potential buyers weighting** |
| **Written bid**  These 3 sections can be worth either 60% or 80% depending on how the buyer structures their requirements. | **Technical merit & functional fit**:  Against specific consultancy or solution delivered to achieve the overall outcomes. | Criteria weighting 60% or more (up to 100%) |
| **Value for money:**  For the service being delivered and/or value for money of undertaking the service. | Criteria weighting 0% or more (up to 20%) |
| **Soft skills:**  Ability of the team or individuals to work with the buyer and be able to deliver and achieve the overall outcomes. | Criteria weighting 0% or more (up to 20%) |
| **Practical Demonstration/Testing** | Scrutiny of shortlisted supplier’s bid | 0 - 20% |
| **Clarification** | To clarify the suppliers written bid and reduce any agreed scores based on the feedback. Scores may not be increased | n/a |
| **Price** | Price evaluation is based on lowest price or eAuction | 20% |