



**Crown  
Commercial  
Service**

# CALL-OFF CONTRACT

Quality Assurance and Testing for IT Systems  
RM3810

PART A Order Form , Specific Terms  
PART B Schedules  
PART C RM3810 Standard (non-variable)Terms  
*(held separately online)*

<b>Buyer Ref:</b>	CCIS17B83
<b>Date sent to supplier:</b>	01/03/2018
<b>Purchase Order Number:</b>	

## This agreement is between:

### the “Buyer”

Discloure and Barring Service  
REDACTED

### the “Supplier”

LA International Computer Consultants Ltd, International House, Festival Way, Stoke on Trent ST1  
5UB  
REDACTED.  
REDACTED (registered office address)

Together the “Parties”

## Service delivery contact details:

<b>Buyer:</b>	<b>Name:</b>	REDACTED
	<b>Title:</b>	REDACTED
	<b>Email:</b>	<u>REDACTED</u>
	<b>Telephone:</b>	REDACTED
<b>Supplier:</b>	<b>Name:</b>	REDACTED
	<b>Title:</b>	REDACTED
	<b>Email:</b>	REDACTED
	<b>Telephone:</b>	REDACTED



# PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Quality Assurance (QA) and 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 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:** [01/04/2018 ]
2. **Length of Contract:** 12 months with an option to extend for a further 12 months

## Contract Charges and payment

3. **The method of payment for the Contract Charges (GPC or BACS):** [BACS ]
4. **Invoice details**
  - 4.1. Where and how to send invoices [Accounts Payable ]
  - 4.2. Who to send invoices to: [REDACTED ]
  - 4.3. Invoice information required: *e.g. PO, Project* [Invoices should include a clear breakdown of all services provided, ]
5. **Invoice Frequency** [Invoices should be submitted monthly in arrears ]
6. **Contract Charges** [REDACTED ]

## Buyer contractual requirements:

7. **Services required:** For the supply of [Managed Testing Service] part of project ref: [CCIS17B83].  
Please note extent of the services exclude hardware devices and/or software products.
8. **Delivery Location(s)/Premises:** [REDACTED ]
9. **Relevant convictions:** [N/A ]
10. **Staff Vetting and Security Clearance:** [SC Clearance ]
11. **Local health and safety procedures:** [N/A ]
12. **Non-Disclosure requirements:** [N/A ]
13. **Exit Planning:** [N/A ]
14. **Security Requirements:** [All staff are required to have SC Clearance ]  
(including details of Security Policy and any additional Buyer security requirements) \*\*
15. **Protection of Buyer Data:** [Any collateral created by the Supplier's staff are the Intellectual Property of the Authority and not the Supplier Think about what Buyer data needs protecting and how this data is controlled ]
16. **Standards:** [N/A ]
17. **Business Continuity and Disaster Recovery:** [N/A ]
18. **Insurance:** [As per Clause 16 of the Agreement  
*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.

**19. Supplemental requirements in addition to the Call-Off Terms** [\[Click here to enter text.\]](#)

**20. Buyer Specific Amendments to the Call-Off Terms**

The table below lists the editable terms from the [Standard Call-Off Terms](#) for this Call-Off Contract

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	Supplier Assistance at Retendering	Will remain 10 Working days
24	Force Majeure	Will remain 15 consecutive Calendar Days
19	Changes co Contract	Will remain 5 Working Days
37	Dispute Resolution	Will remain that active efforts will be made to resolve within 10 working days
38	Liability	Will remain <ul style="list-style-type: none"> <li>• direct loss or damage to property - £1,000,000 in each Contract Year in which the default occurred or is occurring</li> <li>• £500,000 or a sum equal to 200% depending on the liability damage/loss or impact</li> </ul>
39	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:**

**21. Suppliers commercially sensitive information**

Winning supplier to confirm any commercially sensitive information from their bid.

**22. Key Sub-Contractors**

Winning supplier to confirm details of any sub-contractors are being used. (name and role)

**23. Contract Charges REDACTED**

## Acknowledgment:

- By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply Services to the Buyer as described in Agreement.
- The Parties acknowledge and agree that they have read the Call-Off Contract and 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. Agreement specif: [Call-Off Procedure](#))
- 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 Agreement's [Standard Terms](#).

### SIGNED:

	Supplier:	Buyer:
Name:	[REDACTED ]	[REDACTED ]
Title:	[REDACTED ]	[REDACTED ]
Signature:	[Redacted ]	[Redacted ]

# PART B – THE SCHEDULES

Remove all guidance when complete

## SCHEDULE 1 – SERVICES NEEDED

### 6. THE REQUIREMENT

- 6.1 The Supplier shall be responsible for the end to end management of the Authority's testing requirements for the modernised R1 solution.
- 6.2 The Supplier shall develop appropriate test conditions, test cases and test scripts based on a set of Business Requirements, providing testing expertise to the UAT Team which will consist of key Business Users.
- 6.3 The Supplier shall be responsible for providing suitably qualified and experienced staff to deliver the services outlined in this requirement.
- 6.4 The Supplier shall provide a Project Test Manager who shall be responsible for managing both the entire Test Team (Authority and Supplier Staff) and shall report into the Authority Project Delivery Manager and the Programme Manager for the R1 Programme.
- 6.5 The Supplier's staff will be working in a close-knit, sociable team, which currently consists of permanent Authority staff. The individuals provided by the Supplier shall integrate to work alongside the existing staff and have the ability to very quickly assimilate information relating to the system in order to support challenging programme timescales.
- 6.6 The Supplier staff delivering this work must have extensive and specialist knowledge of industry best practice testing processes and previous experience of Oracle Siebel.
- 6.7 Essential Qualities / Experience of Supplier's nominated Staff:
  - 6.7.1 Project Test Manager
    - o 5+ years of Test Management / Test Lead
    - o 5+ years' experience of working on a Home Office Group Project
    - o 5+ years' experience of external supplier engagement
    - o 5+ years' experience working on Large complex high profile programmes with full visibility and providing input to the full project delivery life cycle
    - o Excellent communicator
    - o Ability to adapt to rapidly changing environment
    - o Highly organised and pro-active
    - o Minimum ISEB Intermediate level
    - o Excellent experience working in an ITIL/Prince 2 environment
  - 6.7.2 Defect Manager
    - o 3+ years' of Testing experience
    - o 3+ years' of Defect Management Experience
    - o 3+ years' of experience of working on Application Lifecycle Management (ALM) tools
    - o 3+ years' of working with external suppliers (On and Off Shore)
    - o Experience in Managing Defects for large complex projects

- o Experience of managing and controlling all defects for multiple test phases
- o Experience of owning and chairing, defect triages and defect review boards.
- o Responsible for following up defects to closure.
- o Excellent Communicator
- o Highly organised and pro-active
- o Ability to adapt to rapidly changing environment
- o Minimum ISEB Foundation Level

#### 6.7.3 Non Functional Test Lead

- o 3+ years' experience of Performance Testing Assurance
- o 3+ years' experience of Operational Acceptance Testing Assurance
- o Experience of working on large technical projects
- o 3+ years' experience of managing subcontractors.
- o 3+ years' experience of assuring technical test artefacts (Test Plans, test scripts, defect reports and completion reports)
- o Solid understanding of systems development lifecycle
- o Excellent communication skills, both verbal and written
- o Positive attitude, collaborative, and a solid team player
- o Able to understand the importance of testing to the business
- o Can pay attention to detail but is also able to see the big picture.
- o Able to provide constructive challenges.

#### 6.7.4 Test Analyst

- o 5+ years' experience of testing on an Oracle platform;
- o Experience of testing using limited requirement documentation;
- o Experience of Business Assurance and working with a 3rd Party suppliers;
- o Strong Web testing experience;
- o Experience writing and executing UAT Scripts;
- o Ability to develop effective working partnerships with internal and external teams;
- o A full understanding of the test and project delivery life cycles;
- o Excellent communication skills, both written and verbal;
- o ISEB/ISTQB Test Foundations;
- o Solid understanding of the systems development lifecycle;
- o Excellent communication skills, both verbal and written;
- o Positive attitude, collaborative, and a solid team player;
- o Able to understand the importance of testing to the business;
- o Can pay attention to detail but is also able to see the big picture;
- o Able to provide constructive challenge.

#### 6.7.5 Data Analyst

- o Experience of gathering and reviewing complex data requirements;
- o 5+ years' experience Developing on an Oracle e-Business Suit 11g platform to assure solution;
- o Ability to develop effective working partnerships with internal and external teams;
- o 5+ years' experience of working with external interfaces, using complex schema validation and XML;
- o An understanding of the project delivery life cycle;
- o Ability to query complex Oracle PLSQL databases;
- o Solid experience of working on Large and complex projects;
- o Excellent communication skills, both written and verbal;
- o Positive attitude, collaborative, and a solid team player;
- o Able to understand the importance of testing to the business;
- o Can pay attention to detail but is also able to see the big picture;
- o Able to provide constructive challenge.

#### 6.8 Beneficial Skills and Experience

- SOAP UI.
- Oracle OBIEE
- WinSCP.
- SFTP and XML.
- SQL.
- Experience testing data feeds.
- Experience analysing complex data to define data requirements.

6.9 Supplier's key personnel are expected to remain assigned for the full duration of the contract and any extension to it. Replacement of key personnel may only be made with the prior written agreement of the Authority's Contract Manager. Replacement staff must be of no lesser skills and experience and at no greater cost that the original appointees they are replacing.

## SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN

### 7. KEY MILESTONES

- 7.1 The contract shall begin on the 1st April 2018 and shall run until the 31st March 2019. The Authority reserves the right to extend the contract by up to a further 12 months.
- 7.2 Below is an outline draft testing table following the award of this contract (this does not cover the full contract period, merely the existing plan up until November 2018):

Description	Duration	Completion Date
Final SIT Witness Testing / Pre UAT / Barring and Basic Defect	17 weeks	8 <sup>th</sup> June 2018

Retesting – 31 Defects		
Code Refresh	1 week	15 <sup>th</sup> June 2018
UAT1 All scripts executed	9.5 weeks	17 <sup>th</sup> August 2018
Responsible Authority Application Testing	1 week	22 <sup>nd</sup> June 2018
Barring and Basic Defect Regression Testing	2 weeks	6 <sup>th</sup> July 2018
End User Interface Testing	12 weeks	28 <sup>th</sup> September 2018
Barring Regression Testing	2 weeks	20 <sup>th</sup> July 2018
Ad Hoc Complex Scenarios Testing	1 week	27 <sup>th</sup> July 2018
Security Testing	1 week	10 <sup>th</sup> August 2018
User Experience Testing	1 week	17 <sup>th</sup> August 2018
Code Refresh	1 week	24 <sup>th</sup> August 2018
UAT Sanity Testing	3 days	31 <sup>st</sup> August 2018
UAT2 Weekly Code Release (4x2 weekly cycles)	8 weeks	19 <sup>th</sup> October 2018
Performance User Experience	3 days	21 <sup>st</sup> September 2018
Regression Disclosure and Barring & Basics	3 weeks	16 <sup>th</sup> November 2018
Test Exit Report	2 days	16 <sup>th</sup> November 2018
Third Party Interface Testing	-	16 <sup>th</sup> November 2018

- 7.3 The timetable is indicative only and could be subject to change. Whilst every effort has been made to ensure the accuracy of the timetable, the Supplier should be flexible in their approach as this is an ongoing project.
- 7.4 Once the contract has been awarded, an implementation meeting will be held following contract award to agree how the Supplier will deliver the services, enabling the customer to call off the work required.

## SCHEDULE 3 - BUYER RESPONSIBILITIES

- The Authority shall provide details of the Project Delivery Manager and Programme Manager, who shall be the key contacts for the Supplier and shall be the individual whom the Supplier shall report to throughout the contract period.
- The Authority shall be responsible for the final sign off of all Testing Plans.

## **SCHEDULE 4 – NON-DISCLOSURE AGREEMENT**

Optional to include at the Buyers discretion

## **SCHEDULE 5 – MOD SPECIFIC TERMS**

Optional to include at the Buyers discretion for Defcons and other specifics.

## SCHEDULE 6 – 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:

<b>SoW start date:</b>	01/04/2018
<b>SoW Reference:</b>	Managed Testing Requirement CCIS17B83
<b>Buyer:</b>	Disclosure and Barring Service
<b>Supplier:</b>	LA International Computer Consultants Ltd
<b>Sub-Contractors:</b> <i>(list all sub-contractors)</i>	N/A
<b>Overall Estimated Service Completion Date:</b> <i>(the "Completion Date")</i>	01/03/2019
<b>Duration of SoW</b> <i>(How long the SoW will last – expressed as Working Days)</i>	<b>3,078 working days</b> The above number of days is an estimate based on DBS analysis of the current delivery period for the Authority's modernised R1 solution. Therefore the number of days is not guaranteed. If all Testing is completed in less days than indicated then no further days will be required. Payment shall only be due on days consumed by the Authority.
<b>Charging Mechanism(s) for this SoW:</b> <i>(Capped/ Time and Materials/ Time and Materials/ Fixed Price/ Milestone deliverables)</i>	Time and Materials

## 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:

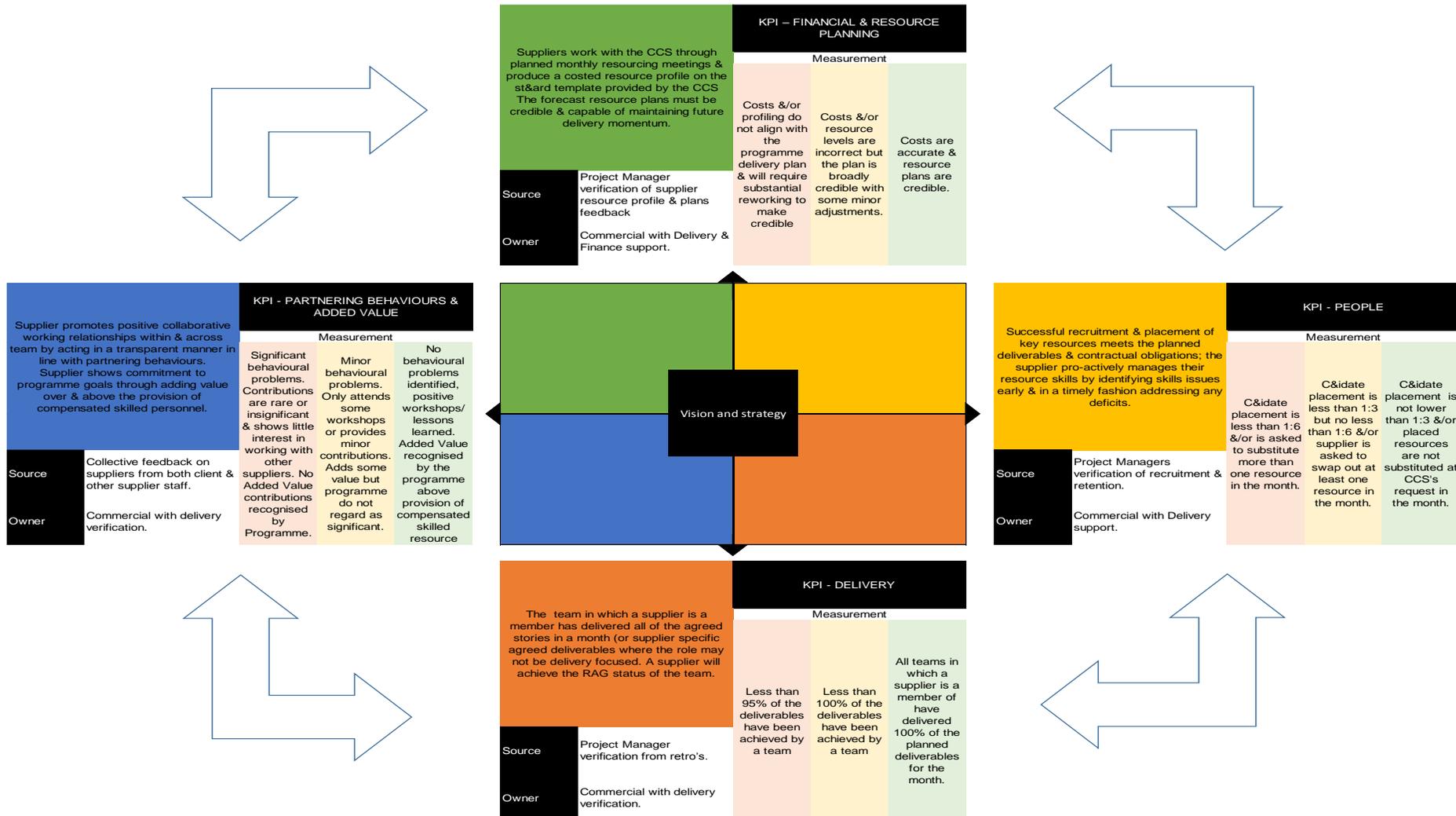
- Enter Deliverables.

## Additional Requirements

[N/A]

## 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](#)



## Contract Charges:

8. The Maximum Price for this SoW is: Year 1 £1,396,576.00; Year 2 £1,396,576.00  
TOTAL CONTRACT VALUE = £2,793,152.00

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 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.

Roles	Experience Level/ Day Rate/planned duration for this SoW						Total
	Day Rate £	Planned Duration No. of Days	No of People	Planned Duration No. of Days	Day Rate £	Planned Duration No. of Days	
Lead QAT Delivery Owner	REDACTED	256	1				REDACTED
QAT Delivery Owner	REDACTED	256	1				REDACTED
Senior QAT Analyst	REDACTED	256	8				REDACTED
Lead QAT Analyst	REDACTED	256	1				REDACTED
QAT Analyst	REDACTED	131	2				REDACTED
Total value of this SoW:							REDACTED
Estimated Contract Charge: <i>(23. of the Order Form)</i>							
Remainder of value under Estimated Contract Charge: <i>(23. of the Order Form minus All SoW total values)</i>							REDACTED
Is there any risk to exceed Estimated Contract Charge: <i>Y/N &amp; Comments below.</i>							No
<b>Comments:</b> The above number of days is an estimated based on DBS analysis of the current delivery period for the Authority;s modernised R1 solution. Therefore the number of days is not guaranteed. If all testing is completed in less days than indicated then no further days will be required. Payment shall only be due on days consumed by the Authority.							

### 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 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 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:**

	<b>Supplier:</b>	<b>Buyer:</b>
Name:	REDACTED	REDACTED
Title:	REDACTED	REDACTED
Signature:	REDACTED	REDACTED

Please send copies of all SoW to Crown Commercial Service email:  
[Cloud\\_Digital@crowncommercial.gov.uk](mailto:Cloud_Digital@crowncommercial.gov.uk)

Please ensure you title your email the name of the Agreement to allow us to direct the email correctly.

## SCHEDULE 7 - 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:	<p>X</p> <hr/> <p>Select date ]</p>	<p>X</p> <hr/> <p>Select Data ]</p>

## SCHEDULE 9 – COLLABORATION AGREEMENT

[Optional to include at the Buyers discretion]

<http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/digital-future>

# PART C –Standard Terms

The standard terms and conditions of the 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>