



**Crown
Commercial
Service**

CALL-OFF CONTRACT

Quality Assurance and Testing for IT
Systems 2 RM6148

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE:	QAT062 Home Office DDaT – QAT Engineering Services
THE BUYER:	The Secretary of State for the Home Department
BUYER ADDRESS	2 Marsham Street London, SW1P 4DF
THE SUPPLIER:	2I LIMITED
SUPPLIER ADDRESS:	117 HANOVER STREET, EDINBURGH, EH2 1DJ
REGISTRATION NUMBER:	SC283432
DUNS NUMBER:	
DPS SUPPLIER REGISTRATION SERVICE ID:	N/A

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 01/07/2022
It's issued under the DPS Contract with the reference number RM6418 for the
provision of Quality Assurance & Testing Services.

DPS FILTER CATEGORY(IES):

Lot 2: QA & Dev-Ops

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing, we are not using those Schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6148
3. The following Schedules (as refined in accordance with Annex 1 (Schedule Refinements)) in equal order of precedence:
 - Joint Schedules for RM6148
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM6148
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 6 (ICT Services)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6148
6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Order Schedule 1 (Transparency Reports)

Government policy is to adopt and encourage greater transparency in its commercial activity, as such the Buyer will follow the legal requirements to publish advertised opportunities and awards on Contracts Finder as required by Public Contracts Regulations 2015. The Buyer will publish on Contracts Finder details of who has won the contract, the contract value, and (for procurements below the EU thresholds) indicate whether the winning supplier is a small business or voluntary organisation or charity. The information must be published in a reasonable time and it is recommended that the information be published no later than 90 calendar days after the contract award date.

ORDER START DATE:	01/10/2022
ORDER EXPIRY DATE:	30/09/2025
ORDER INITIAL PERIOD:	Up to 3 Years, 0 Months, Subject to Buyer Review every 6 months.
ORDER OPTIONAL EXTENSION PERIOD	1 Year 0 Months

DELIVERABLES

See details in Order Schedule 20 (Order Specification).

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

ORDER CHARGES

The Maximum Charges shall not exceed £16.8m over the Order Contract duration (up to 4 years including the Optional Extension Period).

[illegible]

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

REIMBURSABLE EXPENSES

Please refer to the expenses policy as set out in the Buyer's Needs.

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

Name	Home Office
Role Title	Shared Service Centre
Email Address	
Address	

BUYER'S AUTHORISED REPRESENTATIVE

Name	
Role Title	
Email Address	
Address	

BUYER'S ENVIRONMENTAL POLICY

The Supplier shall comply with the environmental requirements set out in Annex 1 (Environmental Requirements) to Schedule 2.3 (Standards) of the "Model Services Contract Combined Schedules v1.09 (England & Wales)", as published by the Cabinet Office

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/900520/MSC-Schedules-v1.09-England-Wales.pdf

BUYER'S SECURITY POLICY

National Security Vetting Policy and Guidance
(a copy of which has been supplied to the Supplier)

The nature of the Buyer's business is such that it conducts additional pre-employment checks (in addition to those specified within the security policies listed above) on those wishing to work within Buyer's premises or be in receipt of, and / or work with, any equipment and / or information assets supplied by the Buyer. The Buyer reserves the right to refuse employment to those persons who fail these additional pre-employment checks.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name	
Role Title	
Email Address	
Address	

SUPPLIER'S CONTRACT MANAGER

Name	
Role Title	
Email Address	
Address	

PROGRESS REPORT FREQUENCY

We propose the following reporting mechanisms:

The first, a Tactical Weekly Report (TWR) to summarise all information captured from Delivery Leads with a clear focus on being an executive level summary, then provided to the Principal QAT Delivery Owner prior to presentation to the HO QAT SMT.

The second reporting mechanism will involve the production and delivery of a reporting dashboard, sent to the Principal QAT Delivery Owner on a monthly basis. This should focus on strategic delivery e.g. finances, resourcing, internal initiatives (for example graduate recruitment, Civil Servant mentoring and upskilling) as well as risks and issues. Following this report being issued, the Supplier's Senior Delivery Manager and/or Lead Delivery Owner will have a scheduled meeting with the Principal QAT Delivery Owner to discuss the report and provide clarification where necessary.

We also propose the introduction of a Risk Register, maintained by the Supplier's Lead QAT Delivery Owner, focusing specifically on the QAT service that the Supplier provides.

The specific contents and timings of the proposed reports are to be defined, discussed and agreed with the Principal QAT Delivery Owner(s) within the first month of contract award.

PROGRESS MEETING FREQUENCY

At least monthly

KEY STAFF

Name	
Role Title	
Email Address	
Address	

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

ADDITIONAL INSURANCES

Not applicable.

GUARANTEE

Not applicable.

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	22/09/2022

DPS Schedule 6 (Order Form Template and Order Schedules)

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Annex 1 (Schedule Refinements)

The Buyer's specific refinements to the Schedules are specified in the following table:

Schedule	Schedule applicable to the Order Contract?	Comments															
Order Schedule 1 (Transparency Reports)	No																
Order Schedule 2 (Staff Transfer)	Yes	Only the following parts apply to the Order Contract: Part C (No Staff Transfer on the Start Date); Part D (where applicable) and Part E (Staff Transfer on Exit).															
Order Schedule 4 (Order Tender)	Yes	The Order Tender reference QAT062 dated March 2022 applies to the Order Contract.															
Order Schedule 5 (Pricing Details)	No	The Charges set out within the Order Form apply to the Order Contract.															
Order Schedule 6 (ICT Services)	Yes	Paragraphs 6.1, 6.2 and 6.3 (Quality Plans) do not apply to the Order Contract.															
Order Schedule 7 (Key Supplier Staff)	Yes	<p>The number of months' notice applicable to paragraph 1.5.3 is one month.</p> <p>The Key Roles applicable to Annex 1 are [to be inserted]:</p> <table><tr><th>Key Role</th><th>Key Staff</th><th>Contact Details</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Key Role	Key Staff	Contact Details												
Key Role	Key Staff	Contact Details															
Order Schedule 8 (Business Continuity and Disaster Recovery)	No																

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Order Schedule 9 (Security)	Yes	<p>Part A (Short Form Security Requirements) applies to the Order Contract.</p> <p>Part B (Long Form Security Requirements) does not apply to the Order Contract.</p> <p>Addressing Part A, paragraph 2.2, the Buyer confirms that the Supplier shall comply with the requirements in respect of the Security Management Plan and the Supplier shall comply with the Security Policy. The Supplier shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.</p>
Order Schedule 10 (Exit Management)	Yes	
Order Schedule 13 (Implementation Plan and Testing)	Yes	<p>The number of days' notice applicable to Part A, paragraph 1.1 is 21 days.</p> <p>Part A, paragraph 4 (Delay Payments) does not apply to the Order Contract.</p> <p>Part B (Testing) does not apply to the Order Contract.</p>
Order Schedule 14 (Service Levels)	No	
Order Schedule 15 (Order Contract Management)	Yes	Paragraph 5 (Role of the Operational Board) does not apply to the Order Contract.
Order Schedule 17 (MOD Terms)	No	
Order Schedule 18 (Background Checks)	Yes	
Order Schedule 19 (Scottish Law)	No	
Order Schedule 20 (Order Specification)	Yes	The specification applicable to the Deliverables is provided at QAT062 Home Office DDaT – Cross HO - QA Engineering Services, dated April 2022
Order Schedule 21 (Northern Ireland Law)	No	
Order Schedule 22 (Secret Matters)	No	
Order Schedule 23 (Collaboration Agreement)	No	

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Joint Schedule 1 (Definitions)	Yes	
Joint Schedule 2 (Variation Form)	Yes	
Joint Schedule 3 (Insurance Requirements)	Yes	
Joint Schedule 4 (Commercially Sensitive Information)	Yes	
Joint Schedule 5 (Corporate Social Responsibility)	Yes	<p>In addition to the existing obligations set out within DPS Joint Schedule 5 (Corporate Social Responsibility), the Supplier shall comply with the following Social Value obligations:</p> <ul style="list-style-type: none"> ○ The Supplier shall comply with the provisions of the Social Value Legislation in providing the Services, including social and wider economic impacts. ○ The Supplier shall develop and invest in skills development and apprenticeships to build a more skilled and productive workforce and reduce the risks of supply constraints and increased labour cost inflations. ○ The Supplier shall develop a supply chain management tracking system to ensure performance of the Contract, including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries). ○ The Supplier shall develop and implement initiatives to support staff wellbeing, including physical and mental health. <p>In addition to reporting the Supplier's performance against the Buyer's Needs, the Progress Reports and Progress Meetings shall include the Supplier's progress against meeting the provisions of DPS Joint Schedule 5 (Corporate Social Responsibility).</p>
Joint Schedule 6 (Key Subcontractors)	Yes	
Joint Schedule 7 (Financial Difficulties)	Yes	
Joint Schedule 8 (Guarantee)	No	
Joint Schedule 9 (Minimum Standards of Reliability)	Yes	
Joint Schedule 10	Yes	

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(Rectification Plan)		
Joint Schedule 11 (Processing Data)	Yes	<p>Annex 1 is populated with the following:</p> <p>1.1. The contact details for the Buyer's Data Protection Officer are: Email: [REDACTED] Phone: [REDACTED]</p> <p>1.2. The contact details for the Supplier's Data Protection Officer are: Email: [REDACTED]</p> <p>The template at Annex 1 is populated in accordance with the table set out below.</p>

Joint Schedule 11 (Processing Data)

The table at Annex 1 is populated as follows:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor.</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>The Buyer Personal Data including (but not limited to):</p> <ul style="list-style-type: none">• Authorised users' name, work phone number and work email addresses, in a user table that is maintained persistently and backed up regularly• Full Name, DOB, NINO, Passport, Current and previous addresses held on file and backed up regularly• Employment history held on file and backed up regularly
Duration of the processing	The duration of the processing will be: until the earliest of (i) expiry/termination of the Call-Off Contract or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Call-Off Contract (to the extent applicable).
Nature and purposes of the processing	The processing will comprise: The nature and the purpose of the processing, meaning any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

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	dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc, is to provide services to the user. These services consist of, but not exhaustively, account creation, authentication & authorization, content improvement, etc.
Type of Personal Data	<p>The Buyer Personal Data includes (but is not limited to):</p> <ul style="list-style-type: none">• Authorised users' name, work phone number and work email addresses• Full Name, DOB, NINO, Passport, Current and previous addresses• Employment history <p>All maintained persistently and backed up regularly.</p>
Categories of Data Subject	Buyer's personnel and Buyer's staff.
Plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under union or member state law to preserve that type of data	As soon as reasonably practicable following termination or expiry of the Call-Off Contract.