



**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:	QAT073 Home Office DDaT – QAT TMMI ACCREDITATION
THE BUYER:	The Secretary of State for the Home Department
BUYER ADDRESS	2 Marsham Street London, SW1P 4DF
THE SUPPLIER:	[REDACTED]
SUPPLIER ADDRESS:	[REDACTED]
REGISTRATION NUMBER:	[REDACTED]
DUNS NUMBER:	[REDACTED]
DPS SUPPLIER REGISTRATION SERVICE ID:	N/A

APPLICABLE DPS CONTRACT

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

DPS FILTER CATEGORY(IES):

<input type="checkbox"/> Lot 1: QA & Testing Specialist	<input type="checkbox"/> Lot 6: Operational Acceptance Testing
<input type="checkbox"/> Lot 2: QA & Dev-Ops	<input checked="" type="checkbox"/> Lot 7: Strategic QA Consultancy
<input type="checkbox"/> Lot 3: Load & Performance Testing	<input type="checkbox"/> Lot 8: Accessibility QA and Testing
<input type="checkbox"/> Lot 4: QA & Testing	<input type="checkbox"/> Lot 9: Security QA and Testing
<input type="checkbox"/> Lot 5: Infrastructure QA & Testing	<input type="checkbox"/> Lot 10: QA Capability Development

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 Supplier terms and conditions are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, proposed within the Supplier's Order Tender, 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.

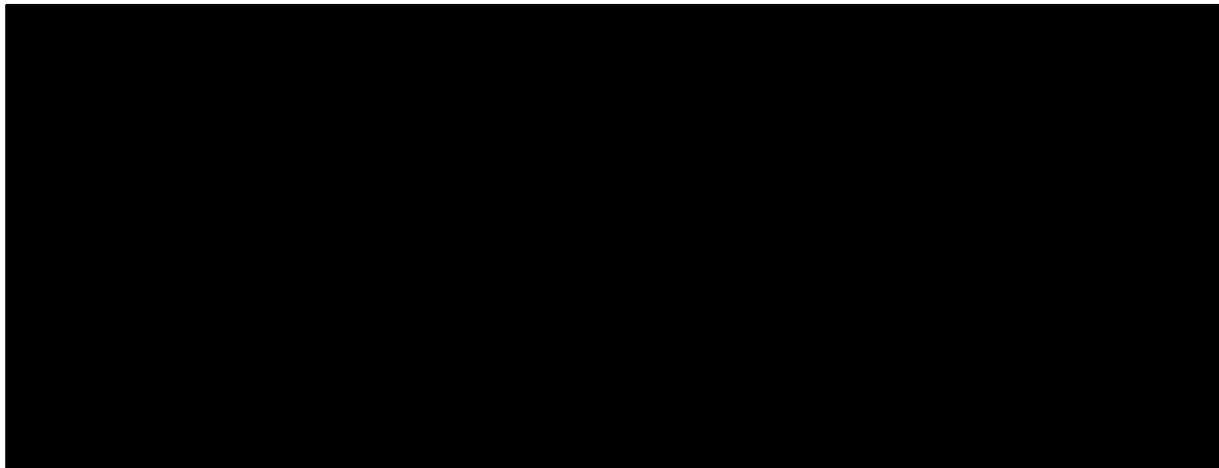
ORDER START DATE:	[REDACTED]
ORDER EXPIRY DATE:	[REDACTED]
ORDER INITIAL PERIOD:	[REDACTED]
ORDER OPTIONAL EXTENSION PERIOD	N/A

[Redacted text block containing multiple lines of obscured information, likely a schedule or order form template.]

PAYMENT METHOD

BACS

BUYER'S INVOICE 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

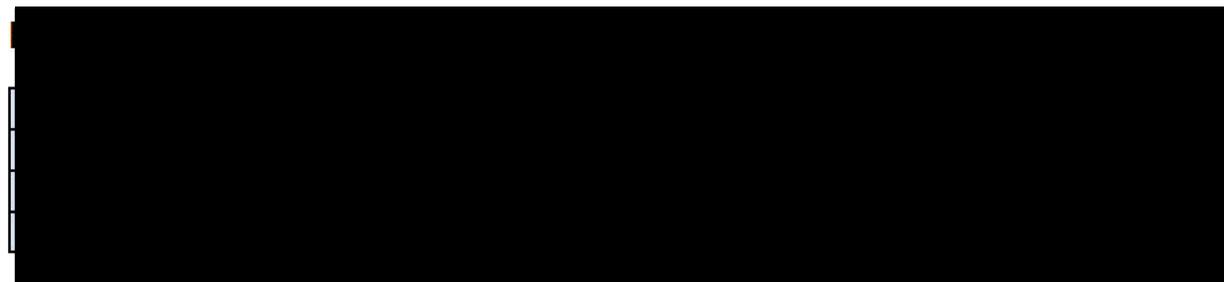


PROGRESS REPORT FREQUENCY

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

PROGRESS MEETING FREQUENCY

The specific timings of progress meetings are to be defined, discussed and agreed with the Principal QAT Delivery Owner within the first month of contract award.



KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Pricing, commercial and operational information of the Supplier submitted in the Order Tender.

ADDITIONAL INSURANCES

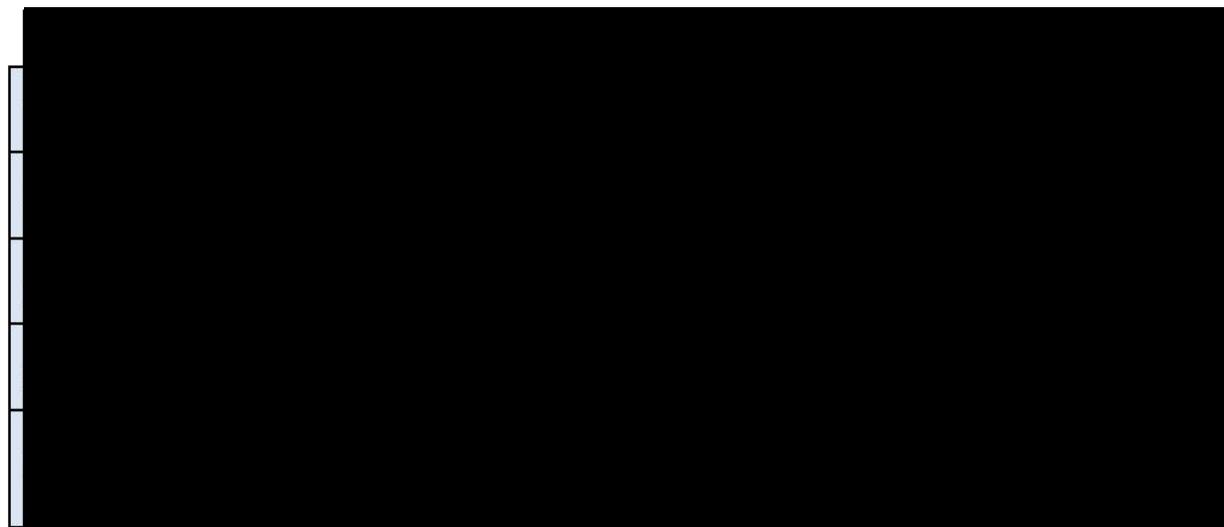
Not applicable.

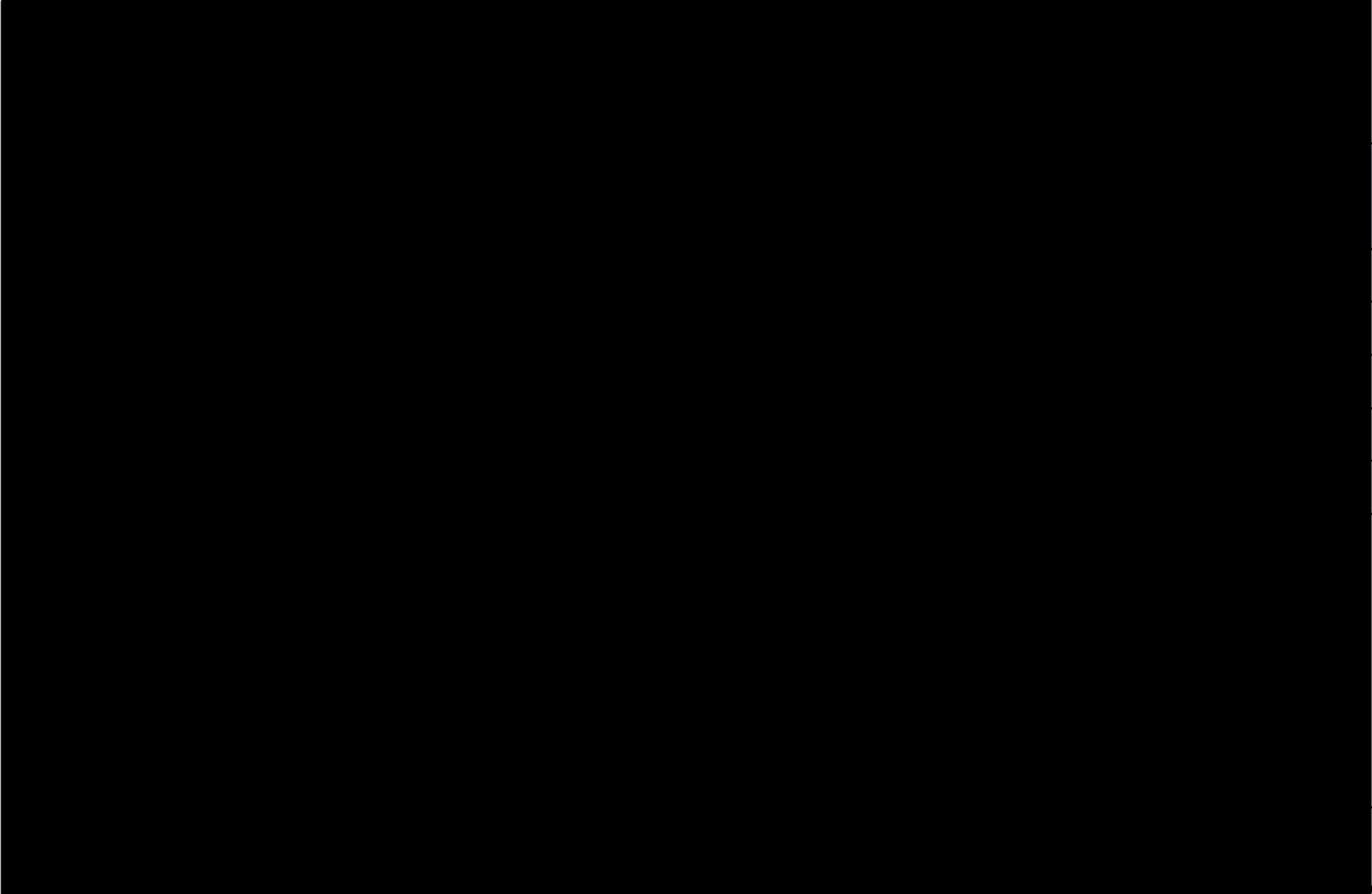
GUARANTEE

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).





Joint Schedule 11 (Processing Data)

The table at Annex 1 is populated as follows:

Description	Details

	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p>[Redacted]</p>	<p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted] <p>[Redacted]</p>
<p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted] [Redacted]</p>

Annex 2 – Statement of Work Example:

SCHEDULE 6 – STATEMENT OF WORKS (QATxxx SoW-xxx)

Background

The purpose of this Statement of Work (SoW) is for the provision of a QA & Testing service to cover a work package of requirements which have arisen to support xxx

Projects currently in scope include:

Overview

SoW start date:	xx/xx/xx
SoW Reference:	QAT0xx-xxx
Buyer:	Secretary of State for the Home Department
Supplier:	
Sub-Contractors:	None
Overall Estimated Service Completion Date:	Xx/xx/xx
Duration of SoW	x months
Charging Mechanism(s) for this SoW:	Capped Time and Materials
Location of work	Remote with attendance onsite in HO offices, as required

Statement of Work Management

The Statement of Work Manager, responsible for the services, will ensure that the supplier services team members for the whole Statement of Work are clearly identified and responsible for all communications to the Buyer. The Supplier, at its discretion may substitute or replace the Supplier services team members during the term of the Statement of Work. The Supplier will ensure that any substitutes are adequately experienced, skilled and qualified to take responsibility for Service Delivery. The Buyer acknowledges that the Supplier shall have full responsibility for the day-to-day control of all the Supplier services team members provided by the Supplier under this Statement of Work and that such 'day-to-day control' responsibilities shall include the Supplier:

1. Controlling specific tasks / deliverables of the Supplier's personnel, and any required timescales for completing such tasks/deliverables; and
2. determining the location where each delivery team member is required to work, day-to-day.

Furthermore, the Buyer agrees that all engagement in relation to any specific tasks and/or the overall delivery, progress or performance of Services under this Statement of Work shall be between the Buyer's Principal Delivery Owner and the Supplier's Service Lead, and the Buyer shall not :

- a. Request any of the Supplier's personnel to move to a different task under this Work Package; or
- b. Request specific progress reports from such personnel; or
- c. Provide direction, control or supervision of the supplier's personnel.

Services

The Deliverables, dates and outcomes in the Service (Statement of Work) and milestone table may vary in accordance with the Buyer's delivery plans as agreed between the Parties and will be subject to the decisions made by and dependencies on the Buyer to progress the Services. Therefore, any dates and outcomes referenced in the Service (Statement of Work) and milestone table are for guidance.

The Deliverables and resulting outcomes and progress will be closely monitored via Buyer and Supplier review meetings (held at least monthly), during which the Parties may agree a change in Deliverables and outcomes for the next review period in line with the next milestones. The Parties shall review the Services and Charges in good faith to reflect any changes to the scope or cost of the Services that result from delays or material adjustments.

Contract Operation

In response to the changes to the Off-Payroll Working rules (IR35 Legislation) ([gov.uk guidance](https://www.gov.uk/guidance)) and ongoing compliance guidance from HMRC, the Buyer shall undertake an IR35 determination in respect of each Statement of Work called off from the Order Contract, on a case-by-case basis, by reviewing the Statement of Work and associated working practices, to assess whether the construct of the work delivered under the Statement of Work is genuinely one of a true contracted-out service or more of one of a supply of resource as Labour.

Where the Buyer concludes that, on balance, a Statement of Work agreed under the Order Contract is one where a consideration of IR35 does not exist, the following shall apply to the Statement of Work:

Contract Operation

- This Statement of Work is a Contract for Services, with outcomes and deliverables as detailed below, and will be operated as follows:

- Supplier personnel will be under the day-to-day direction and control of the Supplier, not the Buyer, and will therefore operate independently of the Buyer's delivery governance bodies.
- Supplier personnel will not have any management or supervisory responsibilities over the Buyer staff, or any other Supplier's staff, save for their own staff deployed in satisfaction of this Statement of Work.
- Any quality and non-delivery issues will be raised by the Buyer with the Supplier's authorised representative and not the individual Supplier personnel.
- The Supplier will be held accountable by the Buyer for non-delivery of the Services, not the individual Supplier personnel.
- The Supplier is able to replace or substitute individual Supplier personnel to undertake the Services at its discretion within this Statement of Work, so long as they have the requisite security clearance or attain the requisite security clearance with the sponsorship of the Buyer where this is in excess of BPSS. It is for the Supplier to ensure any such substitute personnel deployed are suitably qualified, experienced and skilled.
- Changes in scope, deliverables, acceptance criteria and milestone/delivery dates will be managed by means of an impact assessment that will lead to a Contract Change Note or Variation Order where such changes are required.
- This Statement of Work will not be used to fill roles that already exist in the Department.
- The Statement of Work is to be used solely to deliver the services prescribed as laid out in the Requirements / Service Description, it shall not be used to satisfy other requirements outside of these services.

Where the Buyer concludes that, on balance, a Statement of Work agreed under the Order Contract is one where a consideration of IR35 exists (and therefore represents a significant risk to the Buyer in relation to our exposure to potential fines and penalties being imposed on the Buyer by HMRC for non-compliance), the Buyer shall seek to understand whether the resources deployed by the Supplier in satisfaction of the Statement of Work constitute a risk in terms of their employment status for tax purposes. In such circumstances, the Supplier shall be required to formally provide a declaration as to the employment status for Tax for all personnel the Supplier have deployed or will deploy to deliver the contracted services by signing and returning a "Declaration of Employment Status for Tax" (as attached at Annex **).

The Rate Card shall not be subject to change as a result of the Buyer's IR35 determinations.

Service Description

The Deliverables in this Service Description may vary in accordance with the Buyer's Delivery plans as agreed between the Parties and any dates and outcomes referenced are for guidance. The QAT Engineering Services to be provided by the supplier under this Statement of Work relate to the following activities (as per Buyer's Needs document):

- **Quality & Assurance:** to assure unit and component testing including, but not limited to, advice on best practice, coverage levels, reporting and tooling.

- **Test Engineering and Automation:** to develop or enhance and implement test automation models to support cost effective continuous release methods within agile / DevOps environments. Areas of testing to be covered include:
 - **Contract testing:** automated Application Programming Interfaces (API) tests to ensure the component under test confirms to service definitions.

 - **Component integration testing:** automated tests to test the integration between two components.

 - **System Testing:** automated testing within Sprints to test the story in full, likely based on Behaviour Driven Development scenarios.

 - **System Integration testing:** tests features end to end across functionality, including automated regression test capability.

 - **Security testing:** automated security tests in order to find issues prior to health checks. Help define and implement Security standards set by the client.

 - **Non-Functional Test Automation:** automated non-functional testing to find issues relating prior to acceptance into live.

 - **Exploratory testing:** manual tests to be targeted around complex areas of functionality (APIs) and business-critical areas. Outputs to feed into Artificial Intelligence (AI) based machine learning functions that can better advise risk areas and target regression tests.

The interfaces between the Buyer and the Supplier in delivering these services is described at Annex "A".

Milestones and Associated Deliverables

The Supplier is responsible for providing the following Services and Deliverables:

1. Programme Delivery across all projects

Milestone	Deliverable	Description	Milestone Date by
1a	Delivery Plan	<p>Itemised Delivery Plan Covering all projects</p> <ul style="list-style-type: none"> i. Detailed delivery plan to be reviewed and accepted by the Buyer Principal QAT Delivery ii. Owner to be delivered within 10 working days from the start of the contract <p>No specific, additional Charge is associated</p>	Xx/xx/xx
1b	Risk Management	<p>Risk Management</p> <p>Ongoing risk mitigation and management of QAT delivery.</p> <p>Reports signed off by the Buyer QAT Principal Delivery Owner.</p> <p>No specific, additional Charge associated</p>	Xx/xx/xx
1c	Highlight Report	<p>Weekly highlight reporting</p> <p>Weekly highlight report issued to the Principle QAT Delivery owner to support the production of cross delivery reporting.</p> <p>No specific, additional Charge associated</p>	Xx/xx/xx
1d	Non-Functional Assessments	<p>Non-Functional Assessments</p> <ul style="list-style-type: none"> i. Operational Acceptance Test assessments and recommendations across PPPT. ii. Non-functional requirement assessment and best practice. <p>Projects initial in scope to include x</p> <p>Reports signed off by Product Owner/Project Manager.</p> <p>Estimated Charge for Milestone 1d is £xxxx (excluding VAT)</p>	Xx/xx/xx
1e	Service Delivery Reports	<p>Monthly Service Reporting</p> <ul style="list-style-type: none"> i. Delivery of monthly service report tracking progress against SOW. ii. To be presented to and approved by the Principle QAT Delivery Owner for approval. <p>No specific, additional Charge associated</p>	Monthly

Payment Mechanism

The **MAXIMUM CONTRACT CHARGE** for this SoW is [capped] at: £***** (excluding VAT). The charging mechanism for this SoW is [either Firm Price, Capped Time and Materials, Time and Materials or a combination of some or all].

The following pricing structure shall apply:

{to insert}

Expenses

The Buyer:

- i. Will not reimburse the cost of travel to any base location. No expenses will be payable for travel to and from locations within the boundary of the M25. Expenses for travel costs to other sites that exceed the normal cost of travelling within the boundary of the M25 will be reimbursed subject to approvals and in accordance with the Buyers travel policy.
- ii. Will need to be authorised in advance with the Buyer and
- iii. Will be charged in accordance with the Buyer's expense policy

Variation

The SoW will be subject to the Variation Procedure. Any material requirement to change to the SoW involving the:

- i. Scope
- ii. Deliverables
- iii. Delivery Milestones
- iv. Timescales
- v. Pricing, Charges, or the basis on which costs are derived, e.g., Rate Card rates or the number of T&M days.
- vi. Delivery/Operating model

will trigger the need for such Variation. This list is not exhaustive. The Supplier should not undertake work on such changes until they have been formally agreed and accepted and signed by the Parties.

Additional Requirements

- I. Security requirements. All Supplier Staff deployed will require SC level clearance at a minimum.
- ii. Christmas Shutdown. Where this SoW covers the period 17th December to the 1st January, services will be subject to any Buyer DDaT wide service shutdown over the holiday period. Any exceptions will require the explicit authorisation from the Buyer Principal QAT Delivery Owner.

Agreement of SoW:

By signing this SoW, the Parties agree to be bound by the Order Contract terms and conditions set out therein:

SIGNED:

	Supplier:	HO DDaT Buyer	HO Commercial
Name:			
Title:			
Signed:			
Date:			

Annex A - DDaT QAT Managed Services – Interfaces and hand offs

■ Home Office (HO)
■ Supplier (S)

