

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:	QAT069 Home Office DDaT – QAT Load & Performance Testing Services (Atamis C24784)
THE BUYER:	The Secretary of State for the Home
THE BUTER.	The Secretary of State for the Home Department
BUYER ADDRESS	2 Marsham Street
	London, SW1P 4DF
THE SUPPLIER:	
SUPPLIER ADDRESS:	
REGISTRATION NUMBER:	
DUNS NUMBER:	
DPS SUPPLIER	N/A
REGISTRATION SERVICE ID:	

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 21/08/2023 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 1: QA & Testing Specialist	Lot 6: Operational Acceptance Testing
Lot 2: QA & Dev-Ops	Lot 7: Strategic QA Consultancy
Lot 3: Load & Performance Testing	Lot 8: Accessibility QA and Testing
Lot 4: QA & Testing	Lot 9: Security QA and Testing
Lot 5: Infrastructure QA & Testing	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)
 - o 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:	01/09/2023
ORDER EXPIRY DATE:	31/08/2026
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).

The Parties will agree Statements of Work, an example of which is attached in Annex 2. The Buyer provides no guarantee that any Statement of Work shall be required during the Order Contract Period.

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 **£3m.**

ORDER CHARGES



DPS Ref: RM6148 Project Version: v1.0 Model Version: v0.3





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



PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:



BUYER'S AUTHORISED REPRESENTATIVE



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

Manual of Cluster 2 Security Policies version 1.2 dated June 2019 (a copy of which has been supplied to the Supplier)

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 preemployment 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



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

PROGRESS MEETING FREQUENCY

KEY STAFF

Name	N/A
Role Title	
Email Address	
Address	

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).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

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	No		
(Transparency Reports)			
Order Schedule 2	Yes	Only the following parts apply to the Order Contract:	
(Staff Transfer)		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 QAT069 dated April 2023 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	The number of months' notice applicable to paragraph 1.5.3 is one month. The Key Roles applicable to Annex 1 are [to be inserted]:	
Order Schedule 8 (Business Continuity and Disaster Recovery)	No		

DPS Ref: RM6148 Project Version: v1.0 Model Version: v0.3

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Order Schedule 9	Yes	Part A (Short Form Security Requirements) applies to the Order Contract.
(Security)		
		Part B (Long Form Security Requirements) does not apply to the Order Contract.
		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.
Order Schedule 10	Yes	
(Exit Management)		
Order Schedule 13	Yes	The number of days' notice applicable to Part A, paragraph 1.1 is 21 days.
(Implementation Plan and		
Testing)		Part A, paragraph 4 (Delay Payments) does not apply to the Order Contract.
		Part B (Testing) does not apply to the Order Contract.
Order Schedule 14	No	
(Service Levels)		
Order Schedule 15	Yes	Paragraph 5 (Role of the Operational Board) does not apply to the Order Contract.
(Order Contract		
Management)		
Order Schedule 17	No	
(MOD Terms)		
Order Schedule 18	Yes	
(Background Checks)		
Order Schedule 19	No	
(Scottish Law)		
Order Schedule 20	Yes	The specification applicable to the Deliverables is provided at QAT069 Home Office DDaT – QAT Load & Performance
(Order Specification)		Testing Services, dated April 2023
Order Schedule 21	No	
(Northern Ireland Law)		
Order Schedule 22	No	
(Secret Matters)		
Order Schedule 23	No	
(Collaboration Agreement)		

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Joint Schedule 1	Yes	
(Definitions)		
Joint Schedule 2	Yes	
(Variation Form)		
Joint Schedule 3	Yes	
(Insurance Requirements)		
Joint Schedule 4	Yes	
(Commercially Sensitive		
Information)		
Joint Schedule 5	Yes	In addition to the existing obligations set out within DPS Joint Schedule 5 (Corporate Social Responsibility), the Supplier
(Corporate Social Responsibility)		 shall comply with the following Social Value obligations: 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. 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).
Joint Schedule 6	Yes	
(Key Subcontractors)		
Joint Schedule 7	Yes	
(Financial Difficulties)		
Joint Schedule 8	No	
(Guarantee)		
Joint Schedule 9	Yes	
(Minimum Standards of		
Reliability)		
Joint Schedule 10	Yes	

(Rectification Plan)		
Joint Schedule 11	Yes	Annex 1 is populated with the following:
(Processing Data)		
		1.1. The contact details for the Buyer's Data Protection Officer are:

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	The Buyer is Controller and the Supplier is Processor.
	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:
	The Buyer Personal Data including (but not limited to):
	 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,

	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	 The Buyer Personal Data includes (but is not limited to): Authorised users' name, work phone number and work email addresses Full Name, DOB, NINO, Passport, Current and previous addresses Employment history All maintained persistently and backed up regularly. 	
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.	



Annex 2 - Statement of Work Example:



CONTRACT QAT*xxx* SCHEDULE 6 Statement of Work-xxx

Template version 3.0

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 the Enterprise Services to deliver test capability that supports both the major change programmes and other smaller programmes, projects and BAU work. The service will be required to support projects being delivered using both agile and waterfall approaches.

Product Families, Portfolios and projects in scope include:

• xxxx Overview

SoW start date:	xx/xx/xx	
SoW Reference:	QAT0xx-0xx	
Buyer:	Secretary of State for the Home Department	
Supplier:	Хххх	
Sub-Contractors:	None	
Overall Estimated Service Completion Date:	xx/xx/xx	
Duration of SoW	xx months	
Charging Mechanism(s) for this SoW:	Capped Time and Materials	
Location of work	Remote with attendance onsite in HO Croydon offices, as required	

Work Package Management





Services

Contract Operation









Service Description





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



Milestones and Associated Deliverables







3. **XXXX**

Milestone	Deliverable	Description	Date Due by
За			
Зb			

Total estimated cost and maximum contract charge is £xxx,xxx, excluding VAT. The cost assumes cooperation from all Buyer parties to attend meetings or workshops; plus, access to key artefacts. Subject to the Core Terms, the Supplier will not be held responsible for delays to the project timeline due to circumstances beyond its control. All costs are based on the information provided. Changes to scope, or project velocity/requirements will require CCN's to be raised.

This cost and the Deliverables/Milestones are based on a number of dependencies and assumptions as outlined in the Supplier's Response.







Contract Change/Variation

The SoW will be subject to a formal Contract Change Control mechanism. Any material change to the SoW involving the

- i. Scope
- ii. Deliverables
- iii. Delivery Milestones
- iv. Timescales
- v. Pricing, Costs, or the basis on which costs are derived, e.g., Rate Card rates
- vi. Delivery/Operating model
- vii. Terms and Conditions

will trigger the need for such a formal change. This list is not exhaustive. The Supplier should not undertake work on such changes until they have been formally agreed and accepted by both parties. Any agreed change or variation will override previous versions of the SoW.

Additional Requirements

- I. Security requirements. All personnel 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 Home Office DDaT wide service shutdown over the holiday period. Any exceptions will require the explicit authorisation from the Home Office Principal QAT Delivery Owner.



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Please send copies of all SoW to Crown Commercial Service email:

<u>Cloud_Digital@crowncommercial.gov.uk</u>. Please ensure you title your email the name of the Agreement to allow us to direct the email correctly.



