

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: WP2146 IT Health Check for Product and Technology Directorate

THE BUYER: Cabinet Office (Government Digital Service)

BUYER ADDRESS Cabinet Office: Cabinet Office, I Horse Guards Road, London, SW1A 2HQ. Government Digital Service: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

THE SUPPLIER: Pen Test Partners LLP

SUPPLIER ADDRESS: Unit 2, Verney Junction Business Park, Buckingham, MK18 2LB, UK

REGISTRATION NUMBER: OC353362

DUNS NUMBER: N/A

DPS SUPPLIER REGISTRATION SERVICE ID: [REDACTED]

It is essential that if you, as the Buyer, add to or amend any aspect of any Order Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **14 August 2023**. It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):

- **Certification:** NCSC Assured Services
- **NCSC Assured Services - Subject Area:** Penetration Testing/ Pen test, CHECK, IT Health Check
- **NCSC Assured Services - Standards:** Clearance: Security Check

DPS Ref: RM3764iii
Model Version: v1.0

- **Sectors and Domains:** Networks, Database, Internet, Cloud, Endpoint/applications

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) RM3764iii
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM3764iii
 - 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) Not Used
 - Joint Schedule 8 (Guarantee) Not Used
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM3764iii

 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer) Not Used
 - Order Schedule 4 (Order Tender)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services) Not Used
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management) Not Used
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels) Not Used
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 17 (MOD Terms) Not Used
 - Order Schedule 18 (Background Checks)
 - Schedule 19 (Scottish Law) Not Used
 - Schedule 20 (Order Specification)
 - Schedule 21 (Northern Ireland Law) Not Used
 - Order Schedule 22 (Secret Matters)
4. CCS Core Terms (DPS version)

5. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
6. Annexes A & B to Order Schedule 6
7. Supplier Authorisation Form
8. 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: None

ORDER START DATE: **14 August 2023**

ORDER EXPIRY DATE: **13 February 2025**

ORDER INITIAL PERIOD: **18 months**

ORDER OPTIONAL EXTENSION **1 period of up to 6 months each**

DELIVERABLES

Testing will be carried out during the duration of contract and deliverables for that particular IT Health Check (see list below) will be agreed between the Buyer and Supplier, near the time.

Assessment for Product and Technology Directorate
GOV.UK Notify - a communications platform that enables over 1000 public sector organisations to send notifications to their users by SMS text message, email and letter. The notifications are typically status updates, requests for action, receipts of applications or reminders. Each day the platform sends 2-4 million SMS text messages, 2-5 million emails and 2,000-60,000 letters.
GOV.UK Pay - a service that enables over 250 public sector organisations to take online and 'over the phone' card payments from their users. The service is certified as a Level 1 Service Provider under the Payment Card Industry Data Security Standard (PCI DSS). For PCI compliance GDS has less flexibility on testing dates of GOV.UK Pay than other services. For GOV.UK Pay, organisationally separate ITHCs are also a requirement of the Payment Card Industry Data Security Standard (PCI DSS).
GOV.UK Forms - a platform that enables public sector organisations to easily create

accessible, online HTML forms without requiring technical knowledge. The service provides an alternative to sending forms as electronic documents by email, or sending paper-based forms by post.

GOV.UK PaaS - a platform-as-a-service is a fully-managed application hosting platform. It enables public sector organisations to easily deploy applications without requiring cloud infrastructure skills. The platform uses the Cloud Foundry hypervisor.

Emergency Alerts - a government service for warning members of the public, via the mobile phone network, of events posing an immediate danger to life, such as flooding, fires or extreme weather.

BUYER RESPONSIBILITY

- [illegible]

In the event that the Buyer fails to meet the requirements set out in this Buyer's Responsibility Section, the Supplier may suspend provision of the Services until such

[REDACTED]

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 £93,333.33 (excluding VAT).

ORDER CHARGES

The value of the contract is **£140,000 (excluding VAT)** during the duration from 14 August 2023 - 13 February 2025.

If the contract is extended beyond 13 February 2025 for maximum of 6 months, the contract value could increase to **£190,000 (excluding VAT)**. This is subject to Cabinet Office approvals.

Please see the pricing breakdown below:

Test	Quantity	Project Cost
[REDACTED]	[REDACTED]	[REDACTED]

Travel and Expenses - As Per 'Requirements - WP2146 IT Health Check for Product and Technology Directorate'.

[REDACTED]

REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract - DPS Order Schedule 5 - Pricing Details v1

PAYMENT METHOD

The Supplier will issue electronic invoices **monthly** in arrears. The Buyer will pay the Supplier within **30** days of receipt of a valid invoice.

BUYER'S INVOICE ADDRESS:

DPS Ref: RM3764iii
Model Version: v1.0

Invoices will be sent to:

[REDACTED]
[REDACTED]

[REDACTED] which is at Cabinet Office, PO Box 405, SSCL, Phoenix House,
Celtic Springs Business Park, Newport, NP10 8FZ.

CANCELLATION/ RESCHEDULING FEES

Following agreement of the Services start date (Service Date), in the event that the Buyer reschedules or cancels the Services within the periods specified below or following commencement of the Services (other than for Supplier's default) then Supplier may charge the Buyer a late cancellation fee up to a maximum amount equivalent to the fees that would have been paid for the cancelled or rescheduled Services. The Supplier shall use reasonable endeavours to redeploy resource and will reduce the cancellation fee accordingly where it is able to redeploy resource.

<u>Type of Services</u>	<u>Period prior to Service Date or following commencement of the Services</u>
<u>Standard Penetration Testing & Consultancy.</u>	<u>5 Working Days or less</u>
<u>Specialised Penetration Testing from Hardware or ICS Team, including non-regulated Red Teaming.</u>	<u>10 Working Days or less</u>
<u>CBEST or Regulated Team Services prior to the Service Date.</u>	<u>20 Working Days or less.</u>

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Please note: the buyers authorised representative may change during the contract period for IT Health Checks that will be carried out.

BUYER'S ENVIRONMENTAL POLICY

Cabinet Office Environment policy, available at request. Please email GDS Commissioning Team (commissioning-digital@digital.cabinet-office.gov.uk/ GDS-digital-buyer@digital.cabinet-office.gov.uk)

BUYER'S SECURITY POLICY

Cabinet Office Security Breach Policy, Physical Security Policy and Personnel Vetting Policy, all available on request. Please email GDS Commissioning Team (commissioning-digital@digital.cabinet-office.gov.uk/ GDS-digital-buyer@digital.cabinet-office.gov.uk)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Progress Report to be provided on a monthly. Please refer to Order Schedule 1 (Transparency Report).

PROGRESS MEETING FREQUENCY

Progress meeting frequency should be conducted on monthly basis.

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

Please see Commercial Sensitive document. Please refer to Joint Schedule 4 (Commercially Sensitive Information)

No.	Date	Item(s)	Duration of Confidentiality
1	14 June 2023	Requirement - WP2146 IT Health Check for Product and Technology Directorate	Duration of the contract
2	██████████	████ ██████████ ██████████ ██████████ ██████████ ████████████████████	██████████ ██████████ ██████████ ██████████
3	TBC	New IT Health Check Requirement sent by Cabinet Office to Pen Test Partners LLP	Duration of the contract
4	TBC	New IT Health Check proposal received from Pen Test Partners LLP	Duration of the contract

SERVICE CREDITS

Not applicable




ADDITIONAL INSURANCES

Not applicable

GUARANTEE

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: Pen Test Partners LLP		For and on behalf of the Buyer: Cabinet Office	
Signature:	<i>Tarig Ahmed</i>	Signature:	
Name:		Name:	
Role:	Partner	Role:	Head of Commercial
Date:	25th August 2023	Date:	25th August 2023