



**Crown
Commercial
Service**

CALL-OFF CONTRACT

Cyber Security Services 2 RM3764ii

PART A Order Form , Specific Terms and
PART B Schedules
PART C RM3764ii Standard (non-variable)Terms
(held online)

Buyer Ref:	CCSO18B13
Date sent to supplier:	24/10/2018
Purchase Order Number:	TBC

This agreement is between:

the “Buyer”

The Department for Transport
Great Minster House
33 Horseferry Road
Westminster
London
SW1P 4DR

the “Supplier”

[PwC LLP]
[Supplier No.
1 Embankment Place,
London
WC2N 6RH](registered office address)

Together the “Parties”

Service delivery contact details:

Buyer:	Name:	REDACT
	Title:	Cyber Security, Road & Vehicles, National Security Division
	Email:	REDACT
	Telephone:	REDACT
Supplier: PwC LLP	Name:	REDACT
	Title:	Partner & Engagement Lead
	Email:	REDACT

	Telephone:	REDACT
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PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Cyber Security Services 2- RM3764ii 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 RM3764ii Call-Off Terms and Conditions (which are non-variable)

The Supplier agrees to supply cyber security 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:** [24/10/2019]
2. **Length of Contract:** TO COMMENCE UPON CONTRACT AWARD UNTIL 31ST MARCH 2019

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 [Invoices should be submitted on completion of each agreed milestone. Each invoice must include a Valid PO number and be submitted either by email or post NOT both.]

4.2. Who to send invoices to:

| ssa.invoice@sharedservicesarvato.co.uk

A hard copy of the invoice should be sent to Accounts Payable using the address below;

Arvato Shared Services
5 Sandringham Park
Swansea
SA7 0EA

4.3. Invoice information required: *e.g. PO, Project*

| A detailed elemental breakdown of work completed and associated costs. All invoices must include a valid PO number |

5. Invoice Frequency

| On completion of each agreed milestone |

6. Contract Charges

| |

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Buyer contractual requirements:

7. **Services required: *** For the supply of Penetration Testing part of project ref: CCSO18B13
8. **Delivery Location(s)/Premises:** The location of the services will be the Suppliers premises. The Supplier will be required to travel to the Authority's London office for a minimum of three (3) meetings and maximum of five (5) exercises. Travel to any other location will be paid at the Authority's rates for travel and subsistence and must be agreed first. |
9. **Relevant convictions:** N/A |
10. **Staff Vetting and Security Clearance:** The Supplier must be able to provide staff with appropriate clearance. As a minimum staff should have or be willing to undergo the Baseline Personnel Security Standard (BPSS) although National Security Vetting clearance is preferable. |
11. **Local health and safety procedures:** Not applicable |
12. **Non-Disclosure requirements:** The Supplier to sign the Non-Disclosure contained in Annex A |
13. **Exit Planning:** As per Clause 11 of Framework RM3764ii terms and conditions |
14. **Security Requirements:** As per Clause 21 of Framework RM3764ii terms and conditions. |
(including details of Security Policy and any additional Buyer security requirements) **
15. **Protection of Buyer Data:** As per Clause 21 of Framework RM3764ii terms and conditions |
16. **Standards:** CESG Cyber Security Consultancy Standard |

- 17. Business Continuity and Disaster Recovery:** [As per Clause 17 Framework Agreement RM3764ii]
- 18. Insurance:** [As per Clause 16 of the [framework agreement RM3764ii](#)
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** Not applicable
- 20. Buyer Specific Amendments to the Call-Off Terms**

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"> • direct loss or damage to property - £1,000,000 in each Contract Year in which the default occurred or is occurring • £500,000 or a sum equal to 200% depending on the liability damage/loss or impact
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

Not applicable

23. Contract Charges

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Acknowledgment:

- By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply Cyber Security Services to the Buyer as described in Cyber Security Services 2 RM3764ii.
- The Parties acknowledge and agree that they have read the Call-Off Contract and RM3764ii 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. Ref: [RM3764ii 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 [RM3764ii Standard Terms](#).

SIGNED:

	Supplier:	Buyer:
Name:	REDACT	REDACT
Title:	REDACT	REDACT
Signature:	REDACT	REDACT

	29/10/2018	5 TH November 2018
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PART B – THE SCHEDULES

Remove all guidance when complete

SCHEDULE 1 – SERVICES NEEDED

REDACT

SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN

REDACT

SCHEDULE 3 - BUYER RESPONSIBILITIES

REDACT

SCHEDULE 4 – NON-DISCLOSURE AGREEMENT

As per Appendix B – Statement of Requirement the Supplier shall agree not to publicise their involvement in this project with the express authorisation of the Authority. The Authority requires the Winning Supplier to complete a non-disclosure agreement, please refer to Annex A – Non Disclosure Agreement

SCHEDULE 4 – 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:

SoW start date:	[Select Date]
SoW Reference:	[CCSO18B13]
Buyer:	[Buyer Full Name]
Supplier:	[PwC LLP]
Sub-Contractors: <i>(list all sub-contractors)</i>	[N/A]
Overall Estimated Service Completion Date: <i>(the “Completion Date”)</i>	[31/03/2019]
Duration of SoW <i>(How long the SoW will last – expressed as Working Days)</i>	[]

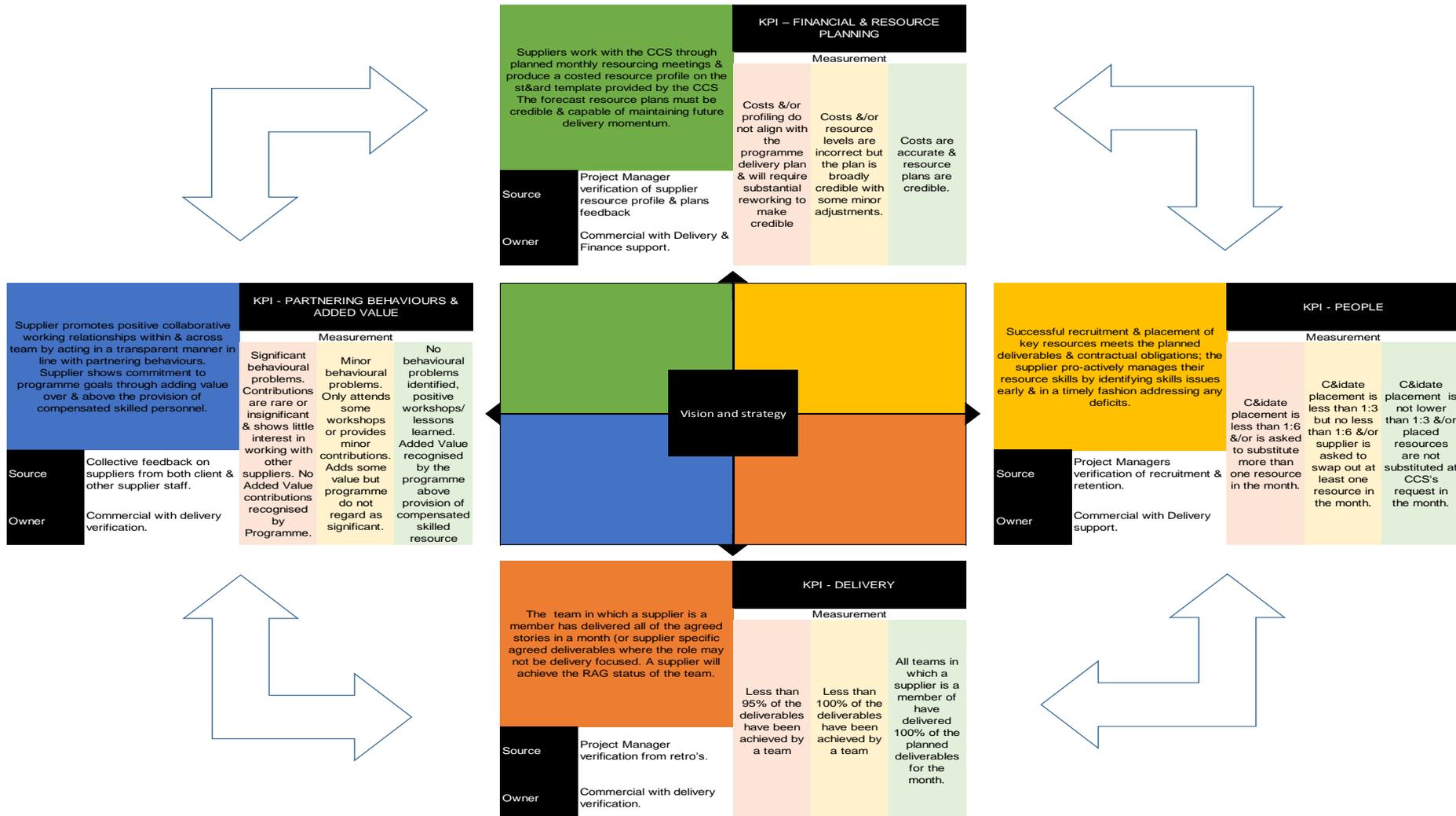
- Enter Deliverables.
- Enter Deliverables.
- Enter Deliverables.
- Enter Deliverables.
- Enter Deliverables. |

Additional Requirements

|Insert |

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:

The Maximum Price for this SoW is: £

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 if 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.

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 service 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 RM3764ii 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:

	Supplier:	Buyer:
Name:	[[]]	[[]]
Title:	[[]]	[[]]
Signature:	<div style="border: 1px solid black; padding: 5px; min-height: 80px;"> <p style="font-size: 2em; text-align: center;">X</p> <hr style="border: 1px solid black;"/> <p>Select date </p> </div>	<div style="border: 1px solid black; padding: 5px; min-height: 80px;"> <p style="font-size: 2em; text-align: center;">X</p> <hr style="border: 1px solid black;"/> <p>Select Data </p> </div>

Please send copies of all SoW to Crown Commercial Service email:
Cloud_Digital@crowncommercial.gov.uk titled Cyber Security Services 2 SoW.

SCHEDULE 6 - 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>

PART C – RM3764ii Standard Terms

The standard terms and conditions of the RM3764ii 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/contracts/rm3764ii>