DPS Schedule 6 (Order Form Template and Order

# Schedules) Order Form

ORDER REFERENCE: **PS/23/99**

THE BUYER: **Driver and Vehicle Licensing Agency**

BUYER ADDRESS **DVLA**

## Swansea SA6 7JL

THE SUPPLIER: **NCC Group Security Services Limited**

SUPPLIER ADDRESS: XYZ Building, 2 Hardman Boulevard,

Manchester M3 3AQ

REGISTRATION NUMBER: XXXXXX “redacted under FOIA section No 40 – Personal Information”

DUNS NUMBER: XXXXXX “redacted under FOIA section No 40 – Personal Information”

DPS SUPPLIER REGISTRATION SERVICE ID: [if known]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 04/09/2023.

It’s issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services as detailed in the following Specification.

XXXXXX “redacted under FOIA section No 43 – Commercial Interests”

DPS FILTER CATEGORY(IES):

The filters applied in this procurement were:

XXXXXX “redacted under FOIA section No 43 – Commercial Interests”

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 4 (Commercially Sensitive Information)
		+ Joint Schedule 7 (Financial Difficulties)
		+ Joint Schedule 10 (Rectification Plan)
		+ Joint Schedule 11 (Processing Data)

 Order Schedules for RM3764iii

* + - Order Schedule 1 (Transparency Reports)
		- Order Schedule 4 (Order Tender)
		- Order Schedule 5 (Pricing Details)
		- Order Schedule 6 (ICT Services) – Not applicable
		- Order Schedule 7 (Key Supplier Staff)
		- Order Schedule 8 (Business Continuity and Disaster Recovery)
		- Order Schedule 9 (Security)
		- Order Schedule 10 (Exit Management)
		- Order Schedule 13 (Implementation Plan and Testing)
		- Order Schedule 14 (Service Levels)
		- Order Schedule 15 (Order Contract Management)
		- Order Schedule 18 (Background Checks)
		- Order Schedule 20 (Order Specification)
		- Order Schedule 22 (Secret Matters)
1. CCS Core Terms (DPS version)
2. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
3. Annexes A & B to Order Schedule 6
4. Order Schedule 4 (Order Tender)

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:

|  |  |
| --- | --- |
| Special Term 1 | This Order Contract includes the provision of a call-off contract for up to 90 days of specialist response time.Following contract award 15 days will be paid up front as a retainer. The remaining 75 days may be called-off during the Order Contract term in which case they will be invoiced monthly in areas.If the initial 15 days (prepaid) are not used by the end of the Order Contract term they must be converted to consultancy services or training, which should be utilised within 6 months of the end of the Order Contract. |
| Special Term 2 | All support must be provided from within the United Kingdom. |
| Special Term 3 | Suppliers’ staff must be suitably cleared for the task they are undertaking which may vary depending on specific functions. Refer to Specification. |
| Special Term 4 | The Buyer and the Supplier agree that clause 14.3 of the CCS Core Terms (DPS version) shall not apply to this Order Contract. |

Special Term 5

XXXXXX “redacted under FOIA section No 43 – Commercial Interests”

ORDER START DATE: 16th September 2023

ORDER EXPIRY DATE: 15th September 2025 ORDER INITIAL PERIOD: 24 Months

ORDER OPTIONAL EXTENSION Not applicable

DELIVERABLES

The following table outlines the deliverables for this contract.

|  |  |  |
| --- | --- | --- |
| **Service** | **Description** | **SLA Target** |
| Account Management | Regular Service Review meetings to be held with DVLA Business Area | Fortnightly |
| Support | In hours support to be provided from within the UK. | Core UK working hours |
| Support | IR personnel on standby | 24/7 365 |
| Support | Access to dedicated telephone line | 24/7 365 |
| Service Response | Telephone | Within 1 hour |
| Service Response | Remote Incident Support | Within 12 hours |
| Service Response | Onsite Support (T&S inc) | Within 12 hours |
| Service Response | Triage time included | Within 2 hours |
|  | First Responder training (remote) | 8 delegates |
| Threat Intelligence Alerting service | Monthly & Quarterly Reports | Dates to be agreed |
| Threat Intelligence Alerting service | Ad hoc Reports | Within 48 hours |

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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 XXXXXX “redacted under FOIA section No 43 – Commercial Interests”

The Estimated Year 2 Charges used to calculate liability in the second Contract Year is XXXXXX “redacted under FOIA section No 43 – Commercial Interests”

ORDER CHARGES

The Pricing Schedule details the charges related to this contract, summarised below.

|  |  |
| --- | --- |
| Service Description | Cost |
| Incident Response Retainer | £80,000 |
| Specialist Response Time Call-off: 90 days @ £2,100 | £189,000 |
| Incident Response Exercise | £6,000 |
| Threat Intelligence Alerting Service | £30,000 |
| Total | £305,000 |

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See details in Order Schedule 5 (Pricing Details) for the detailed breakdown of charges. XXXXXX “redacted under FOIA section No 43 – Commercial Interests”

REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract. PAYMENT METHOD

Payment Method

Service Description

|  |  |
| --- | --- |
| Incident Response Retainer | Paid up front upon signature of this Order Contract |
| Specialist Response Time Call-off 90 days @ £2,100 | * 15 days paid up front upon signature of this Order Contract
* 75 days to be utilised on a call-off basis as/when required: invoiced monthly in arrears per the Day Rate
 |
| Incident Response Exercise | Invoiced in arrears |
| Threat Intelligence Alerting Service | Paid up front upon signature of this Order Contract |

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BUYER’S INVOICE ADDRESS:

Email: ssa.invoice@sharedservicesarvato.co.uk Postal Address: Shared Services arvato

5 Sandringham Park Swansea Vale

SA7 0EA

BUYER’S AUTHORISED REPRESENTATIVES

XXXXXX “redacted under FOIA section No 40 – Personal Information”

IT Controls – Contract Owner

 XXXXXX “redacted under FOIA section No 40 – Personal Information”

DVLA

Longview Road Swansea

SA6 7JL

XXXXXX “redacted under FOIA section No 40 – Personal Information”

Cyber Security Services

XXXXXX “redacted under FOIA section No 40 – Personal Information”

 DVLA

Longview Road Swansea

SA6 7JL

BUYER’S ENVIRONMENTAL POLICY

dvla011-corporate-e nvironmental-policy.p

BUYER’S SECURITY POLICY

The Supplier and Staff shall abide by the Buyer Security Policy.

The Policy should not be viewed as a fixed feature of the contract as it is regularly reviewed and is likely to undergo changes during the contract term. Any changes to the Policy will not change the Suppliers’ obligations under the contract.



Cyber Security Policy\_110422.pdf

SUPPLIER’S AUTHORISED REPRESENTATIVE

XXXXXX “redacted under FOIA section No 40 – Personal Information”

Head of Public Sector

XXXXXX “redacted under FOIA section No 40 – Personal Information”

XYZ Building, 2 Hardman Boulevard, Manchester M3 3AQ

SUPPLIER’S CONTRACT MANAGER

XXXXXX “redacted under FOIA section No 40 – Personal Information”

Account manager

XXXXXX “redacted under FOIA section No 40 – Personal Information”

XYZ Building, 2 Hardman Boulevard, Manchester M3 3AQ

PROGRESS REPORT FREQUENCY

XXXXXX “redacted under FOIA section No 43 – Commercial Interests”

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF – Account Manager

XXXXXX “redacted under FOIA section No 40 – Personal Information”

Account manager

XXXXXX “redacted under FOIA section No 40 – Personal Information”

XYZ Building, 2 Hardman Boulevard, Manchester M3 3AQ

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

As set out in Joint Schedule 4

SERVICE CREDITS

Not applicable

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: | Matt Thomas | Name: | Deborah Lewis |
| Role: | SVP UK | Role: | Commercial Category Lead |
| Date: | 28-Sep-23 | Date: | 28-Sep-23 |

XXXXXX “redacted under FOIA section No 40 – Personal Information”