



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:	CCSO19A92
Date sent to supplier:	20/12/2019
Purchase Order Number:	TBC

This agreement is between:

the “Buyer”

Crown Commercial Service
9th Floor
The Capital
Old Hall Street
Liverpool
L3 9PP

the “Supplier”

CGI IT UK Limited
Supplier No.
14th Floor, 20 Fenchurch Street
London
EC3M 3BY (registered office address)

Together the “Parties”

Service delivery contact details:

Buyer:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Telephone:	REDACTED

Supplier:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Telephone:	REDACTED

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:** [13/01/2020]
2. **Length of Contract:** 1 YEAR WITH THE OPTION TO EXTEND FOR A FURTHER 1 YEAR

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 [REDACTED]
 - 4.2. Who to send invoices to: [REDACTED]
 - 4.3. Invoice information required: *e.g. PO, Project* [Each invoice must include a detailed elemental breakdown of work completed including associated costs. All invoice MUST contain a valid Purchase Order Number]
5. **Invoice Frequency** [Payment will be made for effort for the previous month on a time and materials basis. Payment will be made within 30 days of invoice containing a valid PO number]

6. Contract Charges

The Supplier's day rates will remain firm for the duration of the Contract. The total Contract Value for the first year shall not exceed £200,000.00 exclusive of VAT. As this is a Call Off Contract the Buyer is not committed to spending the whole amount. |

Buyer contractual requirements:

7. **Services required: *** For the supply of [ITHC] part of project ref: CCSO19A92
Please note extent of the services exclude hardware devices and/or software products.
8. **Delivery Location(s)/Premises:** [The work will take place the Suppliers premises, the Supplier may be required to visit the Buyer's premises at either Liverpool, Newport, Norwich or London]
9. **Relevant convictions:** [None]
10. **Staff Vetting and Security Clearance:** [As a minimum the Suppliers staff must be CHECK team leader or CHECK team member certified , including security clearance to SC level.]
11. **Local health and safety procedures:** [None]
12. **Non-Disclosure requirements:** [Not Applicable]
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:** [Not Applicable]
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

The table below lists the editable terms from the [RM3764ii Standard Call-Off Terms](#).

The number of days, value or other elements of these terms may be increased to suit the Buyer's needs. They may not be decreased. When amending these terms, the Buyer must state whether it has been increased or not.

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** | Price – Contract Charges
 Supplier’s response inclusive of team, case studies and methodology below under high level response |
- 22. Key Sub-Contractors** | Not Applicable |
- 23. Contract Charges** | Roles and Rates will remain firm for the duration of the Contract and any extension. Day rates are based on an eight hour day.

Roles providing	Day rate ex VAT	T&S	Total ex VAT
CHECK Team Member	REDACTED	£ 0.00	REDACTED
CHECK Team Leader - Infrastructure	REDACTED	£ 0.00	REDACTED
CHECK Team Leader - Web Apps	REDACTED	£ 0.00	REDACTED

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:	[[]]	[[]]
Title:	[[]]	[[]]
Signature:	<p style="text-align: center;"> X _____ </p> <p>Select date]</p>	<p style="text-align: center;"> X _____ </p> <p>Select Data]</p>

PART B – THE SCHEDULES

Remove all guidance when complete

SCHEDULE 1 – SERVICES NEEDED

DEFINITIONS

Expression or Acronym	Definition
CCS	Means Crown Commercial Service.
The Authority	Means CCS
Supplier	Means the ITHC provider
ITHC	Means Information Technology Health Check
CHECK	Means NCSC accredited ITHC
NCSC	Means National Cyber Security Centre
CVSS	Means Common Vulnerability Scoring System
GDPR	Means General Data Protection Regulation
SaaS	Means Software as a Service
PaaS	Means Platform as a Service
IaaS	Means Infrastructure as a Service
White Box	Means the supplier is given information on the system to be tested
Black Box	Means the supplier is <u>not</u> given information on the system to be tested
SC	Security Check level of Security Clearance.

SCOPE OF REQUIREMENT

The Supplier will produce a comprehensive report after each test with vulnerabilities categorised as high, medium, low or informational along with the CVSS score and recommended remediation, referring to appropriate HMG, industry or supplier guidance, in accordance with the requirements of the CHECK scheme.

The Supplier may be asked to conduct a limited retest of HIGH risks as a result of an ITHC to verify the remedy, in line with delivery milestones.

The Supplier must be able to test SaaS, PaaS IaaS as required, such as Internet facing services, CCS operated websites, server build and configuration, patch levels and malware protection.

Test scope will establish if black or white box testing is required.

The results of the testing will improve security standards for CCS delivered and consumed digital products, and support CCS's evidence of GDPR security compliance.

THE REQUIREMENT

The Buyer anticipate a minimum of ten (10) tests over a twelve (12) month period, volumes however cannot be guaranteed.

The Supplier may be required to provide verbal briefings via teleconferencing to the CCS security team, CCS developers, or other relevant CCS stakeholders as required and depending upon ITHC results.

The Supplier will be required to assist the Buyer in scoping each ITHC.

The Supplier must provide a comprehensive ITHC report for each test, vulnerabilities categorised as high medium or low along with CVSS and remediation recommendations. CCS expect to receive an email within a week of the test taking place and incorporating at least a PDF executive summary, and a spreadsheet with detailed findings in accordance with the CHECK scheme – CVSS, CVE, High/Medium/Low/Informational and remediation recommendations.

The Supplier will be required to retest the high issues once resolved to verify the remediation, along with an addendum to the original report to confirm.

During the CHECK ITHC bring to the immediate attention of the Buyer any critical vulnerabilities.

Provision of ad-hoc resource were necessary to support the Buyers security outcomes, examples include but are not limited to; assuring CCS developed or consumed digital services, incident management, policy development and review and other related tasks as required.

KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	ITHC Scope	Within 1 week of request
2	Conduct ITHC	Within 2 weeks of request

3	ITHC report	Within 3 weeks of request
4	Retest high remediations	Within 4 weeks of request

MANAGEMENT INFORMATION/REPORTING

The Supplier must provide a comprehensive ITHC report for each test via email, vulnerabilities categorised as high medium or low along with CVSS and remediation recommendations, in accordance with the requirements of the NCSC CHECK test.

VOLUMES

The Buyer anticipate a minimum of 10 ITHC over the course of 12 months, volumes however cannot be guaranteed. Advanced notice will given as far as possible however scheduling will vary depending on each system. At times several ITHC might be conducted at the same time, however the Buyer will endeavour to avoid this situation.

CONTINUOUS IMPROVEMENT

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

The Supplier should present new ways of working to the Buyer during quarterly Contract review meetings.

Changes to the way in which the Services are to be delivered must be brought to the Buyers attention and agreed prior to any changes being implemented.

QUALITY

The Supplier must be CHECK accredited, its staff must be CHECK certified and hold SC security clearance.

PRICE

The maximum Contract value for the first twelve months is £200,000, if the option to extend is taken the budget will be confirmed with the Supplier but is expected to be equal to the first year.

STAFF AND CUSTOMER SERVICE

The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

The Supplier shall ensure that staff understand the Buyers vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

SERVICE LEVELS AND PERFORMANCE

The Buyer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery	Assist in scoping the ITHC Within 1 week of the request	100%
2	Delivery	Conduct the ITHC Within 2 weeks of the request	100%
3	Delivery	ITHC Report Within 3 weeks of the request	100%
4	Delivery	Retest Within 4 weeks of the request	100%
5	Account Management	Any communication from the Contract Manager to be responded to with 48 hours	100%
6	Account Management	Any complaints / escalations to be responded to within 24 hours and resolved within 3 working days	100%

SECURITY AND CONFIDENTIALITY REQUIREMENTS

As a minimum the Suppliers staff assigned to CCS ITHC must be CHECK team leader or CHECK team member certified, including security clearance to SC level. The supplier must provide evidence of their certification.

PAYMENT AND INVOICING

Payment will be made for effort in the previous month on a Time and Materials basis.

Payment will be made within 30 days of invoice containing a valid PO number.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

CONTRACT MANAGEMENT

Contract review and progress report meetings will be conducted quarterly via teleconferencing. Face to face meetings can be conducted where it is mutually beneficial to both parties.

Attendance at Contract Review meetings shall be at the Supplier's own expense.

LOCATION

The work will take place at the ITHC Suppliers premises if a physical presence is required for an ITHC it can be at any of the CCS office locations; London, Liverpool, Norwich or Newport.

SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN

REDACTED

SCHEDULE 4 – NON-DISCLOSURE AGREEMENT

Not Applicable

SCHEDULE 4 – STATEMENT OF WORK (SoW) To be used for Calling off the Contract

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:	[]
Buyer:	[Buyer Full Name]
Supplier:	[Supplier Full Name]
Sub-Contractors: <i>(list all sub-contractors)</i>	[]
Overall Estimated Service Completion Date: <i>(the “Completion Date”)</i>	[Select Date]
Duration of SoW <i>(How long the SoW will last – expressed as Working Days)</i>	[]
Charging Mechanism(s) for this SoW: <i>(Capped/ Time and Materials/ Time and Materials/ Fixed Price/ Milestone deliverables)</i>	Choose an item.

Key Personnel:

The Parties agree that the Key Personnel in respect of the Service Delivery are detailed in the table below.

Table of Key Personnel:

Name	Role	Details
[]		

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Deliverables:

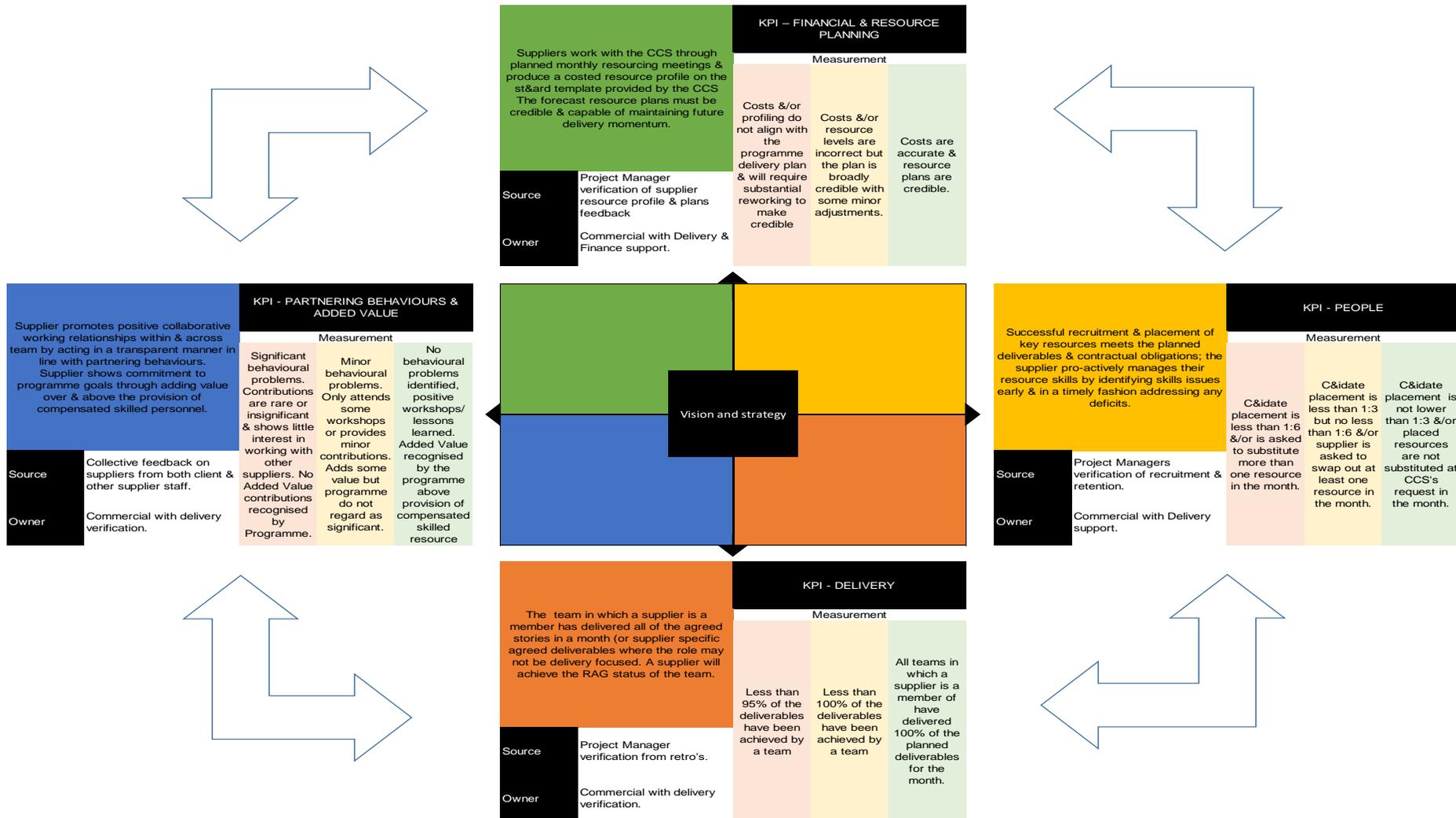
- [Enter Deliverables.
- Enter Deliverables.]

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: £xxxxx |

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.

Time and Materials (T&M)

- The T&M pricing structure shall apply:
 - ✓ for Services delivered (or as agreed otherwise by the Parties); and
 - ✓ for other aspects of the Services as may be agreed by the Parties.
- T&M shall be calculated:
 - on a daily basis at the respective T&M 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
- The relevant rates for such Supplier Staff is set out in the table below.
- The Supplier shall provide a detailed breakdown of any T&M; with sufficient detail to enable the Buyer to verify the accuracy of the T&M Contract Charges incurred.
- For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in addition to the T&M.
- The Supplier shall retain a record timesheet for all staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
- T&M rates (excluding VAT) is an estimated cost for a SoW from Supplier proposal. If additional work is required. A further SoW is required. The Maximum Contract Charges may not be exceeded without consent from the Buyer. Please refer to Contract Change Note.

Cyber Security Roles	Experience Level/ Day Rate/planned duration for this SoW						Total
	Practioner Day Rate £	Planned Duration No. of Days	Senior Practioner Day Rate £	Planned Duration No. of Days	Lead Practioner Day Rate £	Planned Duration No. of Days	
Total value of this SoW:							
Estimated Contract Charge:							
<i>(23. of the Order Form)</i>							
Remainder of value under Estimated Contract Charge:							
<i>(23. of the Order Form minus All SoW total values)</i>							
Is there any risk to exceed Estimated Contract Charge:							Choose an item.
<i>Y/N & Comments below.</i>							
Comments:							

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:	<p style="text-align: center;">X</p> <p style="text-align: center;">_____</p> <p>Select date </p>	<p style="text-align: center;">X</p> <p style="text-align: center;">_____</p> <p>Select Data </p>

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 Not Used

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> <p>_____</p> <p>Select date]</p>	<p>X</p> <p>_____</p> <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>