

Contract No. 1.11.4.3058.

To Be Quoted On All Correspondence



CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

and

ACTICA CONSULTING LTD

for

**THE PROVISION OF CONSULTANCY SERVICES ON
NCSC CERTIFIED CYBER SECURITY SERVICES**

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Schedules and Annexes

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This Contract is made between:

The **HEALTH AND SAFETY EXECUTIVE** (acting as part of the Crown) of Redgrave Court, Merton Road, Bootle, Merseyside, L20 7HS (hereinafter called 'the HSE' of the one part) and

ACTICA CONSULTING LTD, company registration number 033968 whose registered office is at, 4 Stirling House, Stirling Road, Surrey Research Park, Guildford, GU2 7RF (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The Contractor was successful as a result of a competitive tender exercise to deliver cyber security consultancy services to HSE.

1 GENERAL CONDITIONS

- 1.1 This Contract will be subject to the HSE Standard Terms and Conditions of Contract for the Provision of Services, attached as Schedule B. However, where any conflict exists between the clauses in this Contract and the Terms and Conditions at Schedule B, then the clauses in this Contract will prevail. The Clauses in this Contract and the Terms and Conditions at Schedule B will also govern all Purchase Orders placed against this Contract.

2 ENTIRE AGREEMENT

- 2.1 This contract constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, both oral and written, representations, statements, negotiations and undertakings.

3 STATEMENT OF SERVICE REQUIREMENTS

- 3.1 The Contractor will carry out on behalf of the HSE a Statement of Services (hereinafter called the "Services") as detailed in Schedule A to this Contract.
- 3.2 The Contractor shall organise and conduct the entire Services in consultation with the HSE where appropriate, and provide all necessary resources of personnel, materials, services and equipment, except for such resources that may be provided by the HSE at its discretion.
- 3.3 No undertaking shall be deemed to have been made by the HSE in respect of the total quantities or values of the services to be ordered pursuant to this contract and the Contractor acknowledges and agrees that it has not entered into this contract on the basis of any such undertaking.

4 MANAGEMENT OF THE CONTRACT

- 4.1 The Contract Managers responsible for liaison and delivery of the services are identified at Annex 1.

5 DURATION

- 5.1 The Contractor shall provide a total of 24 days consultancy services to HSE with effect from **08 January 2018** until **07 January 2020**.

6 COSTS

- 6.1 The following table of rates shall apply to the delivery of this service :

	Security & Information Risk Advisor		
Grade / Role	Risk Assessment	Risk Management	Security Architecture
	Day Rate	Day Rate	Day Rate
Senior Practitioner	£950	£950	£950
Practitioner	£550	£550	£550

All rates are exclusive of VAT

- 6.2 Where appropriate, actual and reasonable travel and subsistence costs shall be payable to the Contractor in respect of any expenses incurred, subject to the HSE Contract Manager's prior approval and in line with the rates identified in Annex 2.
- 6.3 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 11 Variation to Contract.

7 INVOICING AND PAYMENTS

- 7.1 All invoices raised must include the relevant Purchase Order number which will be issued by HSE Commercial Services. Failure to include the Purchase Order Number may delay payment. Invoices should be submitted electronically in pdf format to the following address:

APinvoices-HAS-U@sscl.gse.gov.uk

- 7.2 The Contractor shall send a copy invoice along with details of any work satisfactorily carried out to the HSE Contract Manager identified at Annex 1.
- 7.3 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.
- 7.4 Shared Services shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.

8 DELIVERABLES

- 8.1 The Contractor shall provide consultancy services and any appropriate deliverable to HSE as agreed at the outset of the commission for each task. This will be set out in writing and agreed between the parties.

9 INTELLECTUAL PROPERTY

- 9.1 Your attention is drawn to clauses E8 within Schedule B of the attached standard terms and conditions.

10 ACCESS TO HSE PREMISES

- 10.1 It shall be the Contractor's responsibility to ensure that, where access to HSE Premises or HSE confidential information is necessary, personnel engaged in the performance of this Contract shall have undergone pre-employment checks covering identity, the last three years employment history, nationality and immigration status and criminal record for unspent convictions. Such checks shall meet the requirements of HMG Baseline Security Standard.
- 10.2 HSE reserves the right, at its sole discretion, to carry out audits and spot checks at any time during the Contract Period to satisfy itself that the checks have been carried out. Guidance on pre-employment checks may be found at <http://www.cabinetoffice.gov.uk/sites/default/files/resources/hmg-personnel-security-controls.pdf>

11 VARIATION TO CONTRACT

- 11.1 Except where expressly stated in this contract, no change, amendment or modification shall be effective unless in writing and signed by the duly authorised representatives of both parties.
- 11.2 Any agreed changes to the Contract or Schedule A (Statement of Service Requirement) will be in the form of a Contract Change Note (CCN), which will be raised and issued by the HSE Commercial Services.

12 TERMINATION

- 12.1 This contract may be terminated by either party by giving one months written notice. In the event of termination by HSE, the contractor shall be provided with any re-imbursement of costs, actually and reasonably incurred, up to the date of termination, subject to the limit specified in Clause 6 above.

As Witnessed at the Hands of the Parties

SIGNATORIES

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED :

Signature _____

Name in Capitals _____

Position _____

Date _____

Duly authorised to sign on behalf of

ACTICA CONSULTING LTD

4 Stirling House, Stirling Road, Surrey Research Park, Guildford, GU2 7RF

Signature _____

Name in Capitals _____

Position Procurement Manager

Date _____

Duly authorised to sign on behalf of the

HEALTH AND SAFETY EXECUTIVE

Redgrave Court, Merton Road, Bootle, Merseyside L20 7HS

STATEMENT OF SERVICE REQUIREMENT

The Contractor shall undertake the following HSE Statement of Service Requirements



HSE Statement of
Services Requirments.

and in line with the Contractors tendered response as follows :



Actica Consulting -
Tender Submission Re

Contract No. 1.11.4.3058.

Schedule B

HSE STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES

Please see the attached document containing the HSE Standard Terms and Conditions of Contract for the Provision of Services.



Schedule B - Terms
and Conditions for the

CONTACT LIST

HSE Contacts	Contractor Contacts
Contractual Queries	
Contract Managers / Technical Queries	

Annex 2

HSE UK TRAVEL AND SUBSISTENCE RATES

Car Mileage Rates (for using your own vehicle) – All engine types and sizes

Up to 10,000 mile per financial year	45p per mile
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Over 10,000 miles per financial year	25p per mile
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NB: Your vehicle must be insured for Business Use

Public Transport Fares

Second Class Rail travel, Air fares (within UK only), Bus fares etc will be payable at cost on production of receipts, provided that the most economical means of transport has been used.

SUBSISTENCE RATES

All receipts **must** be retained to support your claim.

Day Subsistence

More than 5 hours and up to 10 hours	Actual costs up to £6.00
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More than 10 hours and up to 12 hours	Actual costs up to £10.00
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More than 12 hours	Actual costs up to £16.00
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Night Subsistence

Booked via HSE Accommodation Booking Agency :

The 24 hour overnight subsistence allowance consists of 2 components :

Meal One	Actual costs up to £6.00
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Meal Two	Actual costs up to £15.00
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This is payable as a “24 hour” rate and amounts incurred over any individual component will not be reimbursed by HSE. The rates are agreed with HMRC to obtain dispensation from tax liability.

Booked making your own Commercial Arrangements

Actual cost of bed and breakfast up to a maximum of:	£93.00 per night in London or £70.00 per night elsewhere
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