



**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:	CCSD18A01
Date sent to supplier:	24/09/2018
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:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Telephone:	REDACTED

Supplier: PwC LLP	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Telephone:	

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:** [24/09/2018]
2. **Length of Contract:** TWELVE (12) MONTHS WITH AN OPTION TO EXTEND BY FURTHER TWELVE (12) MONTHS IN TWO INCREMENTS OF SIX (6) MONTHS

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: [REDACTED]
 - 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** [Day rates and roles will remain firm for the duration of the Contract and any extension option. The Authority will agree pricing for each exercise at the Contract inception meeting. The maximum

Contract value will be £300,000.00 including all extensions |

Buyer contractual requirements:

7. **Services required: *** For the supply of [Cyber Security Testing Services] part of project ref: CCSD18A01
Please note extent of the services exclude hardware devices and/or software products.
8. **Delivery Location(s)/Premises:** [REDACTED]
9. **Relevant convictions:** [Not applicable]
10. **Staff Vetting and Security Clearance:** [REDACTED]
11. **Local health and safety procedures:** [Not applicable]
12. **Non-Disclosure requirements:** [REDACTED]
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:** [REDACTED]
17. **Business Continuity and Disaster Recovery:** [As per Clause 17 pf the 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

Winning supplier to confirm details of any sub-contractors are being used. (name and role)

23. Contract Charges

Roles and rates will remain firm for the duration of the Contract and any extension option. The Buyer will

agree with the Supplier charges for each phase of testing via a completed statement of works. The Buyer reserves the right to only pay for work agreed.

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:	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; font-size: 2em; margin: 0;">X</p> <hr style="border: 0.5px solid black; margin: 5px 0;"/> <p style="font-size: 0.8em; margin: 0;">Select date </p> </div>	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; font-size: 2em; margin: 0;">X</p> <hr style="border: 0.5px solid black; margin: 5px 0;"/> <p style="font-size: 0.8em; margin: 0;">Select Data </p> </div>

PART B – THE SCHEDULES

Remove all guidance when complete

SCHEDULE 1 – SERVICES NEEDED

SCHEDULE 3 - BUYER RESPONSIBILITIES

SCHEDULE 4 – NON-DISCLOSURE AGREEMENT

Optional to include at the Buyers discretion separate attachment, Annex A

SCHEDULE 5 – 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:	[CCSD18A01]
Buyer:	[Buyer Full Name]
Supplier:	[]
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>	[]

Charging Mechanism(s) for this SoW: <i>(Capped/ Time and Materials/ Time and Materials/ Fixed Price/ Milestone deliverables)</i>	Milestones Deliverables
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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:REDACTED

Name	Role	Details

Deliverables:

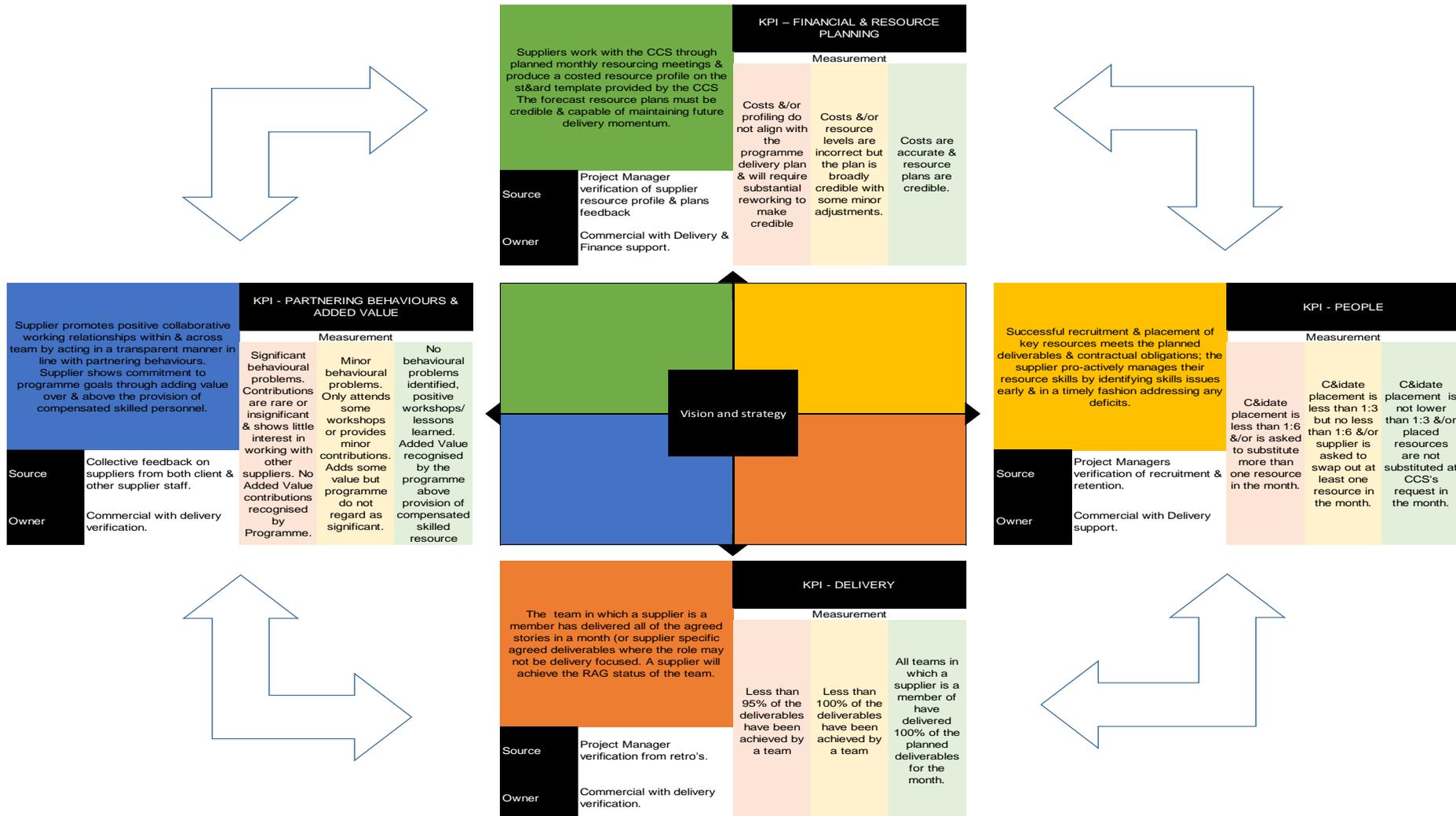
- Enter Deliverables.

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.

Experience Level/ Day Rate/planned duration for this SoW							
Cyber Security Roles	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
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: <i>Y/N & Comments below.</i>							Choose an item.
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:	<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> <p>Select date]</p>	<p>X _____</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>