

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: PROC-805-2024 Cyber Security & Penetration Testing Services

THE BUYER: Competition and Markets Authority

BUYER ADDRESS The Cabot 25 Cabot Square, London, E14 4QZ

THE SUPPLIER: Prism Infosec

SUPPLIER ADDRESS: 1003/1004 Eagle Tower, Montpellier Drive, Cheltenham, GL50 1TA.

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

DPS SUPPLIER REGISTRATION SERVICE ID: [if known]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 8/8/2024
It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):

- NCSC Assured
 - Subject Area: Penetration test, CHECK & IT Health Check
- Additional filters
- Accreditation and Standards: Clearance: Security Check
 - Experience: Internet & Cloud
 - Sectors: Government

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 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM3764iii
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 9 (Security)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility)
6. 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 CMA Special Terms are incorporated into this Order Contract:

Supplementary Terms and Conditions of Contract
<ol style="list-style-type: none">1. Authorised Representative<ol style="list-style-type: none">1.1. The below person (including any successor in office from time to time of such person) is authorised to act as the CMA's Representative on all matters concerning this Contract:1.2. The below person (including any successors in office from time to time of such person) is authorised to act as the Contractor's Representative on all matters concerning this Contract:1.3. Each of the CMA and the Contractor may from time to time by notice in writing to the other party appoint another person to act as its authorised representative. Both parties shall use their reasonable endeavours to ensure that any such substitutions and or additions do not have any adverse impact on the Services.

2. Indemnities and Insurance

- 2.1. The Contractor shall hold harmless and indemnify the CMA on demand from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from claims made by the CMA's staff or agents, or by third parties, in respect of any death or personal injury, or loss or destruction of or damage to property, or any other loss, destruction or damage, including but not limited to financial losses which are caused, whether directly or indirectly, by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or sub-contractors.
- 2.2. The Contractor shall be liable to the CMA for any loss, damage, destruction, injury or expense, whether direct or indirect, (and including but not limited to loss or destruction of or damage to the CMA's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).
- 2.3. Nothing in these Conditions or in any part of the Contract shall impose any liability on any member of the staff of the CMA or its representatives in their personal capacity.
- 2.4. The Contractor shall indemnify the CMA against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the CMA.
- 2.5. The CMA shall indemnify the Contractor against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used at the request of the CMA by the Contractor in the course of providing the Services, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to by, any act of the Contractor.
- 2.6. Except in relation to death or personal injury as referred to in Condition 2.1 and subject to Conditions 2.5 and 2.6 the amount of liability under this Condition shall be limited to the amounts stated in section 11.2 of the RM2764iii DPS Core Terms.
- 2.7. The CMA shall not be liable under to pay any sum which:
 - 2.7.1. was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
 - 2.7.2. when added to any sums paid or due to the Contractor under the Contract exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the Contract Duration; or
 - 2.7.3. is a claim by the Contractor for loss of profit or any indirect or consequential loss, due to early termination of the Contract.

3. Conflicts of Interest

- 3.1. The Contractor shall disclose to the CMA's Representative as soon as is reasonably practical after becoming aware of any actual or potential conflict of interest relating to provision of the Services by the Contractor or any event or matter (including without limitation its reputation and standing) of which it is aware or anticipates may justify the CMA taking action to protect its interests.

4. Survival of the Contract

- 4.1. Insofar as any of the rights and obligations of the parties in this Contract shall or may be exercised after expiry or termination of the Contract, the provisions of the Contract conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry or any other contract with the CMA.

5. Non-Solicitation

- 5.1. For the duration of this Contract and for a period of six months thereafter, the Contractor shall not directly or indirectly employ, engage or enter into any contract for works or services with any employee

of the CMA with whom the Contractor has had contact during this Contract without the prior written consent of the CMA.

5.2. The Contractor acknowledges that breach of Condition 5.1 shall give rise to considerable cost being incurred by the CMA. In the event of any such breach (and for the avoidance of doubt and without limitation), the Contractor agrees to make the following payments to the CMA:

6. the full recruitment costs associated with the recruitment of a replacement for the CMA employee including but not limited to advertising, agency fees and reasonable internal management time;
7. any additional costs incurred by the CMA in the employment of temporary staff to provide cover in whole or in part for the said employee during any recruitment period; and
8. where in the reasonable opinion of the CMA the employee has received special training funded by the CMA, the Contractor shall pay the reasonable costs associated with providing additional training to any new employee.

8.1. If the CMA gives its consent to the employment of any of its employees by the Contractor such consent shall not vary or amend the duties of confidentiality owed by the said employee to the CMA or the Contractor obligations under this Contract. The CMA may at its reasonable discretion make such consent conditional on the receipt by the CMA of the payments described in Condition 5.2 above.

9. Working Time Directive

9.1. The Contractor shall ensure that the Working Time Directive Employment Regulations shall be applied in the proper manner to all personnel supplied via this Contract.

9.2. The Contractor shall ensure that commensurate with good employment practices and policies observed by the CMA, that all employment legislation is applied appropriately to all workers employed in providing the Services.

10. Observance of Statutory Requirements

10.1. The Contractor insofar as it is legally liable shall comply with all statutory requirements to be observed and performed in connection with the Contract and shall indemnify the CMA against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of statutory obligations.

11. Equal Opportunities and Harassment

11.1. The Contractor shall adopt a policy to comply with the requirements of the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, the Employment Equality (Religion or Belief) Regulations 2003, the Sex Discrimination Act 1975 as amended, Equal Pay Act 1970, Employment Equality (Sexual Orientation) Regulations 2003, Sex Discrimination (Gender Reassignment) Regulations 1999, and the Disability Discrimination Act 1995 and the Disability Discrimination Act 2005, and accordingly, shall not treat one individual or group of people less favourably than others because of colour, race, nationality, ethnic origin, religion, gender, sexual orientation or disability and, further, shall seek to promote equality among its workers and generally. The Contractor shall note the CMA's current and future obligations under these Acts and under the Data Protection Act 2018, Freedom of Information Act 2000, Human Rights Act 1998, and any codes of practice and best practice guidance issued by the Government and the appropriate enforcement agencies.

11.2. The Contractor shall comply with the above legislation in so far as it places obligations upon the Contractor in the performance of its obligations under this Contract. The Contractor shall facilitate the CMA's compliance with the CMA's obligations under these provisions and comply with any request from the CMA for that purpose.

11.3. In the event of any finding of unlawful racial, disability or sexual discrimination being made against the Contractor by any court or industrial tribunal, or of an adverse finding in any formal investigation by the Equality and Human Rights Commission the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination and shall on request provide the CMA with details of any steps taken.

11.4. The Contractor shall set out its policies on race relations, sex discrimination and disability discrimination:

12. in instructions to those concerned with recruitment, training and promotion;
13. in documents available to its personnel, recognised trade unions or other representative groups of its personnel; and
14. in recruitment advertisements and other literature.
 - 14.1. The Contractor shall, on request provide the CMA with copies of its policies, examples of the instructions and other documents, recruitment advertisements and other literature.
 - 14.2. The Contractor shall provide such information as the CMA may reasonably request for the purpose of assessing the Contractor's compliance with this Condition 7.
 - 14.3. The Contractor shall take all reasonable steps to ensure that Contractor's personnel engaged in the performance of the Contract do not act towards either CMA staff or members of the public in a manner that could amount to harassment on any of the grounds mentioned in 7.1. In the event of any finding of unlawful discrimination being made against the Contractor by any court or tribunal, or of any adverse finding in any formal investigation, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination and shall, on request, provide the CMA with details of any steps taken.
15. Payment
 - 15.1. All invoices must be sent, quoting a valid purchase order number, to: The Competition and Markets Authority, Finance Team, The Cabot, 25 Cabot Square, London E14 4QZ. Within [10] working days of receipt of your countersigned copy of this letter, we will send you a Purchase Order (PO) with unique PO number. You must be in receipt of a valid PO number before submitting an invoice.
 - 15.2. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO number, PO number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Finance.Team@cma.gov.uk or by telephone 020 3738 6144/6617 between 09:00-17:00 Monday to Friday.
16. Relevant Conviction
 - 16.1. The CMA may require the Contractor to ensure that any person employed in the provision of Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of any Services, relevant to the work of the CMA, or is of a type otherwise advised by the CMA (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.
17. Publicity
 - 17.1. The Service Provider agrees not to disclose the identity of CMA as a client of the Service Provider, nor to use the CMA's name nor refer to the CMA directly or indirectly in any advertisement or other publication without receiving the CMA's prior written approval for such use or reference and to the form and Context in which the reference to the CMA is to appear. The Service Provider shall abide by any conditions or limitations imposed by the CMA in such approval, if given.
 - 17.2. The Service Provider further agrees not to disclose the existence of this Contract, or the nature of the relationship established by this Contract

ORDER START DATE: 27/8/2024

ORDER EXPIRY DATE: 26/8/2026

ORDER INITIAL PERIOD: 24 months

ORDER OPTIONAL EXTENSION 1 x 12 months

DELIVERABLES

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 **£31,875**

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract

PAYMENT METHOD

- The frequency of invoicing is monthly in arrears via BACS
- All supplier invoice to include breakdown of services and period being charge and have a vailed CMA PO included.

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Non applicable

BUYER'S SECURITY POLICY

Non applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Non applicable

ADDITIONAL INSURANCES

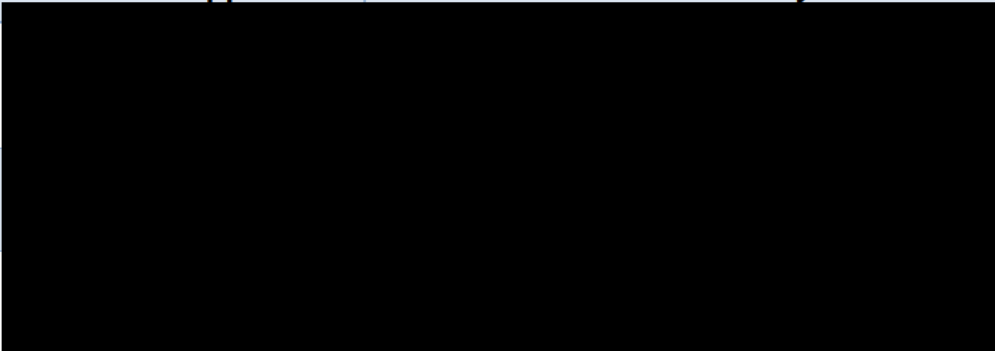
Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Non applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:			
Name:			
Role:			
Date:	20/08/2024	Date:	20 Aug 2024