PART 1 – RM6002 PERMANENT RECRUITMENT SOLUTIONS LOT 1 General Recruitment - Administrative & Operational Roles CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Permanent Recruitment Solutions dated 15/03/2022.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

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| **Order Number** | CCCB21A10 |
| **From** | THE HOME OFFICE ("CUSTOMER") |
| **To** | CAPITA RESOURCE LIMITED ("SUPPLIER") |

SECTION B

1. call off contract period

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|  | **Commencement Date**: Tuesday 19th July 2022 |
|  | **Expiry Date**:  End date of Initial Period - Tuesday 18thJuly 2023  End date of Extension Period - Thursday 18th July 2024  Minimum written notice to Supplier in respect of extension: 3 months |

1. Services

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| 2.1. | **Services required**:  In Call Off Schedule 2 ( Services) |

1. Implementation Plan

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| **3.1.** | **Implementation Plan**:  To be discussed and agreed during contract mobilisation |

1. contract performance

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| **4.1.** | **Standards**:  As per Clause 11 of the Call Off Terms |
| **4.2** | **Service Levels**:  In Annex 1 of Part A of Call Off Schedule 6 (Service Levels and Performance Monitoring)  **Customer periodic reviews of Service Levels** (Clause 13.7.1 of the Call Off Terms):  As per Clause 13.7.1 of the Call Off Terms |
| **4.3** | **Critical Service Level Failure**:  Not Applied |
| **4.4** | **Performance Monitoring:**  As per Part B of the Call Off Schedule 6 |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 38.2.1(a) of the Call Off Terms |

1. personnel

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| **5.1** | **Key Personnel**:  **Supplier:**  REDACTED under FOIA, Section 40 Personal Information  **Buyer:**  REDACTED under FOIA, Section 40 Personal Information |
| **5.2** | **Relevant Convictions** (Clause 27.2 of the Call Off Terms):  Provider must employ CTC cleared staff to handle Home Office recruitment data, use IT systems including ATS. Direct access to candidate data and the vX ATS must be undertaken by UK based resources that can pass the HMG vetting process to SC. |

1. PAYMENT

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  Full details of Supplier’s commercial submission and the Call off Contract Charges are detailed in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).  For the avoidance of doubt;  The maximum contract value is £2,000,000.00 (ex VAT) total for Year 1.  Spend for the optional extension will be provided if the extension options are evoked, subject to budgetary approval.  There is no guaranteed spend through this contract as the recruitment volume for the lot listed above cannot be guaranteed. |
| **6.2** | **Payment terms/profile**  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)  Prices should be submitted in pounds sterling and be inclusive of expenses and exclusive of VAT.  Monthly Invoices (unless states otherwise) relating to this Service Order should be sent to the Home Office budget holder for the particular area of work (to be advised at the outset of the work by the Home Office Resourcing Centre) by email in pdf format, and copied to the Home Office Resourcing Centre Continuous Improvement inbox: REDACTED under FOIA, Section 40 Personal Information  unless otherwise indicated.  If you are unable to email the invoice(s) then a hard copy by post will be acceptable. The invoice must quote the correct Purchase Order Number and campaign reference.  Invoices received without the relevant Purchase Order number may be rejected.  Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables for activities other than the management and delivery of a recruitment campaign.  Payments for the management and delivery of recruitment campaigns will be made on the basis of successful candidates completing a retention period of 6 months within the department.  Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. |
| **6.3** | **Reimbursable Expenses**:  Not permitted |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  REDACTED under FOIA, Section 40 Personal Information |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  For the duration of the Call Off Contract Period inclusive of any extension options |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  Not permitted |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges** (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not permitted |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The applicable Lot’s recruitment volumes and, therefore, estimated year one call-off contract charges are not known and no level of business is guaranteed. |
| **7.2** | **Supplier’s limitation of Liability** (Clause 36.2.1 of the Call Off Terms);  In Clause 36.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 37 of the Call Off Terms):  As per Call-Off Terms and Conditions in Clause 37 |

1. TERMINATION and exit

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| **8.1** | **Termination on material Default** (Clause 41.2.1 of the Call Off Terms)):  In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 41.7.1**.** of the Call Off Terms):  In Clause 41.7.1 of the Call Off Terms |
| **8.3** | **Undisputed Sums Limit**:  In Clause 42.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  In Call Off Schedule 9 (Exit Management) |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applicable |
| **9.2** | **Commercially Sensitive Information**:  Contents of the Supplier’s Bid Submission including Pricing |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E  Recital C date of issue of the Statement of Requirements: 15/03/2022  Recital D date of receipt of Call Off Tender: 04/05/2022 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  The Buyer reserves a right to conduct enhanced Financial Health and Economic Due Diligence assessment on the Supplier at any point during the Contract period. If a significant and fundamental risk is identified during the financial assessment, the Authority may seek a guarantee from either the ultimate parent (where applicable) or another relevant body (e.g. bank guarantee or performance bond). |
| **10.3** | **Security**:  Long Form to apply.  The Supplier must complete the Security Aspects Letter attached within Annex A of Schedule 7 (Security) and return to the Buyer within 20 days of Contract commencement.  The Buyer reserves a right to amend and update its Security policy at any time and requires the Supplier to adhere to updated policies during the term of this Contract. |
| **10.4** | **ICT Policy:**  The Buyer’s ICT Policy includes but is not limited to:  Home Office Digital Strategy:   * + [https://www./gov.uk/government/publications/home-office-digital-strategy/home-office-digital-strategy](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.%2Fgov.uk%2Fgovernment%2Fpublications%2Fhome-office-digital-strategy%2Fhome-office-digital-strategy&data=05%7C01%7CBarsha.Gurung1%40homeoffice.gov.uk%7C4c1ea9d5e5774ba2f75b08da591cf2d0%7Cf24d93ecb2914192a08af182245945c2%7C0%7C0%7C637920278101459619%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=p1tqfOfbUCxplMOGS%2Fe5I%2BAFXkAA9CLzO25cz2ZKBFM%3D&reserved=0)   Home Office Technology Strategy:   * + [https://www.gov.uk/government/publications/home-office-technology-strategy/home-office-technology-strategy](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Fpublications%2Fhome-office-technology-strategy%2Fhome-office-technology-strategy&data=05%7C01%7CBarsha.Gurung1%40homeoffice.gov.uk%7C4c1ea9d5e5774ba2f75b08da591cf2d0%7Cf24d93ecb2914192a08af182245945c2%7C0%7C0%7C637920278101459619%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=CTOb%2F4F3gdC9OUzl%2FHqnD9BMCFFh%2BRTcqpmqwVtkric%3D&reserved=0)   Government Service Design Manual:   * + [https://www.gov.uk/service-manual/browse](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fservice-manual%2Fbrowse&data=05%7C01%7CBarsha.Gurung1%40homeoffice.gov.uk%7C4c1ea9d5e5774ba2f75b08da591cf2d0%7Cf24d93ecb2914192a08af182245945c2%7C0%7C0%7C637920278101459619%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=40N2c3MYIIoxogld1c6RCS9YaGu%2BVTWwpQN8Py04in0%3D&reserved=0)   GDS Service Manual Standards and Policies:   * + <https://www.gov.uk/service-manual> |
| **10.5** | **Testing**:  Not Applied |
| **10.6** | **Business Continuity & Disaster Recovery**:  As per Call Off Schedule 8of the Call Off Terms |
| 10.7 | Failure of Supplier Equipment (Clause 32.8 of the Call off Terms)  As per Clause 32.8 of the Call Off Terms |
| **10.8** | **Protection of Customer Data**  See Clause 34.2.3 of the Call Off Terms |
| **10.9** | **Notices** (Clause 55.6 of the Call Off Terms):  Customer’s postal address and email address  REDACTED under FOIA, Section 40 Personal Information  and  Supplier’s postal address and email address:  REDACTED under FOIA, Section 40 Personal Information |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):**  Not applicable |
| **10.12** | **Call Off Tender**:  In Schedule 15 (Call Off Tender) |

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

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| **For and on behalf of the Supplier:** | |
| Name and Title | REDACTED under FOIA, Section 40 Personal Information |
| Signature | REDACTED under FOIA, Section 40 Personal Information |
| Date | 8/07/2022 |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED under FOIA, Section 40 Personal Information |
| Signature | REDACTED under FOIA, Section 40 Personal Information |
| Date | 8/07/2022 |