

Crown Commercial Service

Call Off Order Form

FRAMEWORK SCHEDULE 4**CALL OFF ORDER FORM AND CALL OFF TERMS****PART 1 – 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 services for 10 Commercial Lead and 20 Associate Commercial Specialist positions via the Government Commercial Function (GCF) on behalf of the Government Commercial Organisation (GCO) dated **20th September 2021**.

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.

Order Number	
From	Cabinet Office ("CUSTOMER")
To	Langley Search & Interim Limited ("SUPPLIER")

SECTION B**1. CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: 20th September 2021
1.2.	Expiry Date: End date of Initial Period: 19th March 2022 End date of Extension Period: 19th September 2022 Minimum written notice to Supplier in respect of extension: 1 Month The Terms and conditions of the Call-Off Contract shall apply throughout any such extension period.

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)
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3. IMPLEMENTATION PLAN

3.1.	Implementation Plan: Not Required
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4. CONTRACT PERFORMANCE

4.1.	Standards: As per the RM6002 Permanent Recruitment Solutions Framework Agreement standards
4.2	Service Levels: Performance to be reviewed within a week of each campaign ending Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms): Not Required
4.3	Critical Service Level Failure: Not Applied
4.4	Performance Monitoring: In Part B of Call Off Schedule 6 (Service Levels and Performance Monitoring)
4.5	Period for providing Rectification Plan: In Clause 38.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Cabinet Office [REDACTED] (Resourcing Analytics and Performance Manager) Langley Search & Interim Ltd [REDACTED] (Director – Public Sector Practice) [REDACTED] (Associate Director – Public Sector Practice) [REDACTED] (Director – Public Sector Practice) [REDACTED] (Head of Supply Chain)
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): The Customer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Call-Off Contract, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (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 Deliverables.
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6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). The Supplier is to note the provisions of Clause 2.4.15.1 General Recruitment Charges for Lots 1-5 regarding the reduction or cancellation of charges.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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)): Cabinet Office 70 Whitehall London SW1A 2AS
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Call Off Contract Years from the Call Off Commencement Date
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Applicable
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:
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	<p>The sum of £[REDACTED] excluding VAT which is comprised of 10 Commercial Leads with a maximum salary of £74,000 at [REDACTED]% and 20 Associate Commercial Specialists at a maximum salary of £90,909 at [REDACTED]%, all recruited via single campaigns.</p> <p>The Supplier will only be paid as and when they place each of the 30 candidates and the actual total Call-Off Contract value will be based on the percentage of the annual salary agreed with said 30 candidates. The percentage may change based on whether the Contracting Authority undertakes single or volume campaigns as per Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
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 37.3 of the Call Off Terms): The Supplier shall hold appropriate levels of insurance in order to deliver the Services which should be at least 150% of the total Call-Off Contract value

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms): In Clause 41.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause Error! Reference source not found. 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: Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Required
9.2	Commercially Sensitive Information: N/A

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E
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	<p>Recital C - date of issue of the Statement of Requirements: 22nd June 2021</p> <p>Recital D - date of receipt of Call Off Tender: 06th July 2021</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not Required</p>
10.3	<p>Security:</p> <p>The Supplier needs to be Cyber Essentials accredited and must ensure this is annually renewed as necessary</p>
10.4	<p>ICT Policy:</p> <p>Not Applied</p>
10.5	<p>Testing:</p> <p>Not Applied</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be one month</p>
10.7	<p>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</p> <p>Not Applied</p>
10.8	<p>Protection of Customer Data (Clause 34.2.3 of the Call Off Terms):</p> <p>In Clause 34.2.3 of the Call Off Terms</p>
10.9	<p>Notices (Clause 55.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p>Cabinet Office 70 Whitehall London SW1A 2AS commercial@cabinetoffice.gov.uk [REDACTED]</p> <p>Supplier's postal address and email address:</p> <p>Suite 2.1, East Side Kings Cross Station London N1C 4AX [REDACTED] [REDACTED]</p>
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.

For and on behalf of the Supplier:

Name and Title	<div>██████████ Finance Director</div>
Signature	<div>DocuSigned by: ██████████ E8243D650F4940F...</div>
Date	23 September 2021

For and on behalf of the Customer:

Name and Title	<div>██████████ Head of Commercial</div>
Signature	<div>DocuSigned by: ██████████ 3F1BFF2C0C70423...</div>
Date	28 September 2021