

Crown Commercial Service

Call Off Order Form CCHR20A53

**THE PROVISION OF EXECUTIVE SEARCH SERVICES, UK HYDROGRAPHIC
OFFICE**

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 Permanent Recruitment Solutions, dated 13th November 2018.

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	N/A
From	Cabinet Office ("CUSTOMER")
To	Russell Reynolds Associates ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Monday 11 th January 2021
1.2.	Expiry Date: End date of Initial Period - Friday 9 th July 2021 End date of Extension Period – Friday 8 th October 2021 Minimum written notice to Supplier in respect of extension: 30 days

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)
-----	--

3. IMPLEMENTATION PLAN

3.1.	Implementation Plan: Not Applied
------	----------------------------------

4. CONTRACT PERFORMANCE

4.1.	Standards: Not Applied			
4.2	Service Levels:			
	KPI/SLA	Service Area	KPI/SLA description	Target
	1	Availability	All telephone email or postal enquiries for the Authority are to be fully	100%

			answered within 5 working days of receipt	
	2	Complaints Handling	Any issues raised by the Authority to be acknowledged within 2 working days of receipt.	100%
	3	Candidate management	Supplier to manage all candidate interest throughout the search/advertising period. Acknowledging all enquiries within 24 hours of receipt and responded to within 3 working days.	100%
	4	Contract Management	Supplier to attend review meetings as arranged with the Authority	100%
4.3	Critical Service Level Failure: Not applied			
4.4	Performance Monitoring: Please refer to Call-off Schedule 2 – Annex 1: The Services – Statement of Requirements, section 15 & 15.1			
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/UKHO REDACTED Russell Reynolds REDACTED
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms):

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)
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: Permitted in line with the Statement of Requirements
6.4	Customer billing address REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Monday 11 th January 2021 to Friday 9 th July 2021 With the option to extend to Friday 8 th October 2021
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: The sum of £ £53,750.00 (excluding VAT)
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); The wording " <i>one million pounds (£1,000,000) or a sum equal to one hundred and fifty per cent (150%)</i> " in Clause 36.2.1(b)(i) shall be amended to " <i>a sum equal to one hundred and fifty per cent (150%)</i> " The wording " <i>one million pounds (£1,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty per cent (150%)</i> " in Clause 36.2.1(ii) shall be amended to " <i>a sum equal to one hundred and fifty per cent (150%)</i> " The wording " <i>one million pounds (£1,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty per cent (150%)</i> " in Clause 36.2.1(b)(iii) shall be amended to " <i>a sum equal to one hundred and fifty per cent (150%)</i> "
7.3	Insurance Clause 37.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) 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 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: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: See Clause 34.4.8

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 30th November 2020 Recital D - date of receipt of Call Off Tender: 30th November 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	Failure of Supplier Equipment (Clause 32.8 of the call off Terms: Not applied

10.8	Protection of Customer Data (Clause 34.2.3 of the Call Off Terms): Clause 34.2.3 of the Call Off Terms Please also refer to Call-off Schedule 16
10.9	Notices (Clause 55.6 of the Call Off Terms): Customer's postal address and email address: REDACTED Supplier's postal address and email address: REDACTED
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	REDACTED
Signature	REDACTED
Date	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED