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CCHR20A22 Call Off Order Form

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**FRAMEWORK SCHEDULE 4**

**CCHR20A22 CALL OFF ORDER FORM AND CALL OFF TERMS**

12/08/2013

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of 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 | **CCHR20A22** |
| From | **The Department for Transport ("CUSTOMER”)** |
| To | **Capita Resourcing Ltd ("SUPPLIER")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**:  Friday 31st July 2020 |
|  | **Expiry Date**:  End date of Contract Period: Friday 28th July 2023  There is no option to extend this contract. |

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**:  Not applied |

1. contract performance

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| --- | --- |
| **4.1.** | **Standards**:  Not applied |
| **4.2** | **Service Levels**:  Not applied  **Customer periodic reviews of Service Levels** (Clause 13.7.1 of the Call Off Terms):  Not applied |
| **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 |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel** – **Capita Resourcing**  REDACTED TEXT |
|  | **Key Personnel – The Department for Transport**  REDACTED TEXT |
| **5.2** | **Relevant Convictions** (Clause 27.2 of the Call Off Terms):  Not applicable |

1. PAYMENT

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| **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** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR |
| **6.5** | **Call Off Contract Charges fixed:**  From Friday 31st July 2020 until Friday 28th July 2023. There is no option to extend this contract. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges**  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 |

1. LIABILITY and insurance

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| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £11560.00 (excluding VAT) |
| **7.2** | **Supplier’s limitation of Liability** (Clause 36.2.1 of the Call Off Terms);  The wording *“one million pounds (£1,000,000) or a sum equal to one hundred and fifty per cent (150%)”* in Clause 36.2.1(b)(i) shall be amended to “*a sum equal to one hundred and fifty per cent (150%)”*  The wording *“one million pounds (£1,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)”* in Clause 36.2.1(ii) shall be amended to “*a sum equal to one hundred and fifty per cent (150%)”*  The wording *“one million pounds (£1,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)”* in Clause 36.2.1 (b)(iii) shall be amended to “*a sum equal to one hundred and fifty per cent (150%)”* |
| **7.3** | **Insurance:**  Clause 37.3 of the Call Off Terms |

1. TERMINATION and exit

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| **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**.** 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:**  Not applied |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applied |
| **9.2** | **Commercially Sensitive Information**:  See clause 34.4.8 |

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: Wednesday 6th May 2020  Recital D - date of receipt of Call Off Tender:Thursday 14th May 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  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: **The Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR**  Supplier’s postal address and email address: **The Copyright Building, 30 Berners Street, London, W1T 3LR** |
| **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 |  |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title |  |
| Signature |  |
| Date |  |