Crown Commercial Service

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CCHR20A49 Lot 2 Call Off Order Form

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**FRAMEWORK SCHEDULE 4**

**CCHR20A49 - LOT 2 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 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 | To be advised by the Contracting Authority Post Award |
| From | UK Government and Investments Ltd  **("CUSTOMER")** |
| To | Korn Ferry UK Ltd  **("SUPPLIER")** |

SECTION B

1. call off contract period

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| --- | --- |
|  | **Commencement Date**:  3 December 2020 |
|  | **Expiry Date**:  End date of Initial Period: 2 December 2021  End date of Extension Period: 2 March 2022  Minimum written notice to Supplier in respect of extension: 1 month |

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**:  As specified at RM6002 Framework Level. |
| **4.2** | **Service Levels**:  See 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):  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied**.** |
| **4.4** | **Performance Monitoring:**  Please refer to Annex 1 of Call Off Schedule 2 (The Services) and  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 |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  REDACTION |
| **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.  For the avoidance of doubt the total contract value shall not exceed £145,000.00 ex VAT |
| **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)):  UKGIFinance@ukgi.org.uk |
| **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 Contract, including all options and extensions. |
| **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 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 £145,000.00 (ex VAT) |
| **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**  See Clause 37.3 of the Call Off Terms |

1. TERMINATION and exit

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| **8.1** | **Termination on material Default**  In Clause 41.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period**  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:21 October 2020  Recital D - date of receipt of Call Off Tender: 10 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**  See Clause 34.2.3 of the Call Off Terms |
| **10.9** | **Notices** (Clause 55.6 of the Call Off Terms):  REDACTION |
| **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):**  *The Supplier shall not begin work until instructed to do so by the Customer. No payment shall be due unless and until the Customer instructs the Supplier to begin.*  *Clause 34.5: The parties are Joint Controllers. No Processing of the Customer’s Personal Data is authorised under this contract.* |
| **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 |  |