

Crown Commercial Service

Call Off Order Form for Public Sector Resourcing Model Services

Cabinet Office contract reference CCCB18A08

**PUBLIC SECTOR RESOURCING CALL OFF ORDER FORM AND PUBLIC SECTOR RESOURCING CALL
OFF TERMS**

PART 1 – PUBLIC SECTOR RESOURCING CALL OFF ORDER FORM

CABINET OFFICE CONTRACT REFERENCE CCCB18A08

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Public Sector Resourcing Model Services** dated 16/01/2018.

The Service Provider 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.

From	Cabinet Office ("CUSTOMER") REDACTED TEXT under FOIA Section 40, Personal Information. ("CUSTOMER REPRESENTATIVE")
To	ALEXANDER MANN SOLUTIONS LIMITED "SERVICE PROVIDER" REDACTED TEXT under FOIA Section 40, Personal Information. ("SERVICE PROVIDER REPRESENTATIVE")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The term of this Call Off Agreement shall be from 18/06/2018 until expiry of the Framework Agreement on 17/1/2024 or for a further 18 months after the expiry of the Framework Agreement as per Clause 5.3 of the Call Off Terms
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SERVICES

2.1.	Services required: As specified in Call Off Schedule 2 (Services)
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IMPLEMENTATION PLAN

3.1.	Implementation Plan: As specified in Schedule 4 (Implementation Plan) of the Call Off
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CONTRACT PERFORMANCE

4.1.	Standards: As referenced in Clause 11 and Schedule 1 (Definitions) of the Call Off Agreement. Requisitions process to be as below. REDACTED TEXT under FOIA Section 43 Commercial Interests.
4.2	KPI's: Final set of KPIs as per below.  PSR KPI V7 100518 FINAL.pdf MI Dashboard as per below (Password REDACTED TEXT under FOIA Section 43 Commercial Interests to access) REDACTED TEXT under FOIA Section 43 Commercial Interests
4.3	Period for providing Rectification Plan: As per Clause 38.2.1 (a) of the Call Off Terms

PAYMENT

5.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): As per Annex 1 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) of the Call Off Agreement . Contract Charges may be amended to reflect increase/decrease in market rates as the result of benchmarking of the Services throughout the life of this Call Off Agreement. Call Off Contract Charges are for new workers placed after the Service Commencement Date above.
5.2	Payment terms/profile As per Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). Standard government payment terms of 30 days will apply. Payment to be made via BACS on provision of a consolidated electronic invoice file against Cabinet Office cost centres. To be submitted weekly to our third party shared service provider SSCL Ltd, as per the agreed format. On average payment to be made in line with the Procurement Policy Note 05/15 as per the following link; https://www.gov.uk/government/publications/procurement-policy-note-0515-prompt-payment-and-performance-reporting

5.3	Reimbursable Expenses Pre-approved expenses incurred by Workers only.
5.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). Cabinet Office REDACTED TEXT under FOIA Section 40, Personal Information.

LIABILITY AND INSURANCE

6.1	Estimated Year 1 Call Off Contract Charges: The sum of £500,000
6.2	Service Provider's limitation of Liability As per Clause 36.2.1 of the Call Off Terms .

TERMINATION AND EXIT

7.1	Termination on material Default As per Clause 41.2.1 (c)of the Call Off Terms
7.2	Termination without cause notice period As per Clause 41.7.1 of the Call Off Terms
7.3	Undisputed Sums Limit: Three months average Call Off contract charges
7.4	Exit Management: As per Call Off Schedule 9 (Exit Management)

OTHER CALL OFF REQUIREMENTS

8.1	Security: Short form security requirements	
8.2	ICT Policy: All contingent labour provided under this contact are required to adhere to the Cabinet Office IT acceptable useage policy, as detailed in the Cabinet Office staff handbook and published on the intranet.	
8.3	Business Continuity & Disaster Recovery: As per Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be one calendar month	
8.4	Protection of Customer Data: As per Clause 34.2 of the Call Off Terms The Customer authorises the Service Provider's sub-contractor Hays Specialist Recruitment Ltd. ("Hays") to process Personal Data outside the EU to Hays' wholly owned subsidiary	

	Hays Business Solutions Pty (India). Hays has entered into a Data Transfer Agreement based on EU Model Clauses with Hays Business Solutions Pty (India) and notwithstanding the obligations in Schedule 20, the Customer authorises Hays to process Customer Data and Personal Data of Workers to Hays Business Pty (India) for the purposes of Hays' payroll, invoicing and financial processes.	
8.5	Notices (Clause 55.6 of the Call Off Terms): Customer's postal address and email address: Cabinet Office, 1 Horseguards Road, London, SW1A 2HQ REDACTED TEXT under FOIA Section 40, Personal Information. Service Provider's postal address and email address: 7-11 Bishopsgate, London, EC2N 3AQ REDACTED TEXT under FOIA Section 40, Personal Information. Complaints Process as below REDACTED TEXT under FOIA Section 43 Commercial Interests	
8.6	Economic and Social Values	
	As per Call Off Schedule 19	

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Service Provider agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the 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 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 Service Provider within two (2) Working Days from such receipt.

For and on behalf of the Service Provider:

Name and Title	REDACTED TEXT under FOIA Section 40, Personal Information.
Signature	REDACTED TEXT under FOIA Section 40, Personal Information.
Date	29/06/18

For and on behalf of the Customer:

Name and Title	REDACTED TEXT under FOIA Section 40, Personal Information.
Signature	REDACTED TEXT under FOIA Section 40, Personal Information.
Date	19/07/18