

Crown Commercial Service

Call Off Order Form for RM3749 Public Sector Resourcing Model Services

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

PART 1 – PUBLIC SECTOR RESOURCING CALL OFF ORDER FORM

Guidance Note: In completing the Template Call Off Order Form, Customers must ensure that they act in compliance with Framework Schedule 5 (Call Off Procedure) and the provisions of Regulation 33.

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	THE DEPARTMENT FOR INTERNATIONAL TRADE ("CUSTOMER") [REDACTED] ("CUSTOMER REPRESENTATIVE")
To	ALEXANDER MANN SOLUTIONS LIMITED "SERVICE PROVIDER" [REDACTED] ("SERVICE PROVIDER REPRESENTATIVE")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement and Expiry Date: The term of this Call Off Contract shall be from 20 th May 2019 until expiry of the Framework Agreement on 17/01/2024 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)  PSR Processes.docx
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IMPLEMENTATION PLAN

3.1	Implementation Plan: Not used.
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CONTRACT PERFORMANCE

4.1	Standards: As referenced in Clause 11 and Schedule 1 (Definitions) of the Call Off Contract.
4.2	KPI's: As referenced in Schedule 18 of the Call Off Contract.
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 Contract. 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 Contract. Call Off Contract Charges are for new workers placed after the Commencement Date above.	
5.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): As per Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Payment will be made in accordance with Clause 7 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). However, 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 The Service Provider will invoice the Customer each week following the draw down of approved timesheets from the Vendor Management System (VMS) or other appropriate collation of approved manual timesheets as the case may be. If reasonably required, the Service Provider will provide a supplementary report, containing any additional information that is necessary to support the invoice, alongside each weekly consolidated invoice.	
5.3	Reimbursable Expenses Pre-approved expenses incurred by Workers only and as set out in the DIT Travel & Expenses Policy for contractors.	
5.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).	

	3 Whitehall Place London SW1A 2AW	
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LIABILITY AND INSURANCE



6.1	Estimated Year 1 Call Off Contract Charges: The sum of XXXXXXXXXX
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: As per Clause 42.1.1 of the Call Off Terms
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: To be provided by the Customer before the Commencement Date	
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	
8.5	Notices (Clause 55.6 of the Call Off Terms): Customer's postal address and email address: 3 Whitehall Place, London, SW1A 2AW XXXXXXXXXX	

	Service Provider's postal address and email address: 7-11 Bishopsgate, London, EC2N 3AQ   PSRIssueResolution Management201804;	
8.6	Economic and Social Values	



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.


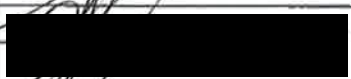
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	 - Chief Commercial Officer
Signature	
Date	20 MAY 2019

For and on behalf of the Customer:

Name and Title	 Deputy Director
Signature	
Date	4 th June 2019.

