Crown Commercial Service

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Call Off Order Form

CCHR20A47

**DWP DIGITAL RECRUITMENT AGGREGATED CALL OFF FOR DEPARTMENT FOR WORK AND PENSIONS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FRAMEWORK SCHEDULE 4**

**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 **RM6002 Permanent Recruitment Services** 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 | **[ ]** | TBC at contract award |
| From | **("CUSTOMER")** | Department for Work and Pensions |
| To | **("SUPPLIER")** | Sanderson Government and Defence Ltd |

SECTION B

1. call off contract period

|  |  |  |
| --- | --- | --- |
|  | **Commencement Date**: | Monday 11th January 2021 |
|  | **Expiry Date**:  End date of Initial Period  End date of Extension Period  Minimum written notice to Supplier in respect of extension: | 9th July 2021  Up to 3 months beyond 9th July 2021 to 8th October 2021  One month |

1. Services

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

1. Implementation Plan

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

1. contract performance

|  |  |  |
| --- | --- | --- |
| **4.1.** | **Standards**: | Clause 11 (Standards) and the definition of Standards in Call Off Schedule 1 (Definitions) will apply |
| **4.2** | **Service Levels**:  **Customer periodic reviews of Service Levels** | In Annex 1 of Part A of Call Off Schedule 6 (Service Levels and Performance Monitoring)  (Clause 13.7.1 of the Call Off Terms): |
| **4.3** | **Critical Service Level Failure**: | Not Applied |
| **4.4** | **Performance Monitoring:** | In 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**: | **DWP:**  REDACTED – Head of Recruitment (Digital Group)  **Sanderson Government and Defence:**  REDACTED - Account Director |
| **5.2** | **Relevant Convictions** | (Clause 27.2 of the Call Off Terms): |

1. 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) | In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| **6.3** | **Reimbursable Expenses**: | As per Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and the definition of “Reimbursable expenses” at the outset of Call Off Schedule 3, Reimbursable Expenses are not permitted |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): | SSCL Accounts Payable Team PO Box 406 Phoenix House Celtic Springs Newport NP10 8FZ mailto: REDACTED |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): | Fixed for the duration of the contract and any subsequent 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

|  |  |  |
| --- | --- | --- |
| **7.1** | **Estimated Call Off Contract Charges**: | £340,500.00 EXC 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** | Clause 37.3 of the Call Off Terms |

1. TERMINATION and exit

|  |  |  |
| --- | --- | --- |
| **8.1** | **Termination on material Default** | Clause 41.2.1(c) of the Call Off Terms  Clause 42.2.1(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

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

1. 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: 26th October 2020  Recital D - date of receipt of Call Off Tender: 26th October 2020 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):** | Not required |
| **10.3** | **Security**: | As per Schedule 7 (Security) |
| **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): |
| **10.9** | **Notices** (Clause 55.6 of the Call Off Terms):  Customer’s postal address and email address:  Supplier’s postal address and email address: | **DWP Digital**  1st Floor South – Section R,  Quarry House,  Quarry Hill,  Leeds,  LS2 7UA  **Sanderson Government and Defence Ltd**  Clifton Down House,  54a Whiteladies Road,  Bristol, BS82NH |
| **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: Managing Director |
| Signature | REDACTED |
| Date | 11th January 2021 |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED : Commercial Lead |
| Signature | REDACTED |
| Date | 11th January 2021 |