**Crown Commercial Service**

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

**Call Off Order Form for RM3749 Public Sector Resourcing Model Services**

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12/08/2013

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

**PART 1 – PUBLIC SECTOR RESOURCING CALL OFF ORDER FORM**

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| --- |
| *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 Agreementfor 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 | **[ ]**  **("CUSTOMER")**  **[ ]**  **("CUSTOMER REPRESENTATIVE")** |
| To | **ALEXANDER MANN SOLUTIONS LIMITED**  **"SERVICE PROVIDER"**  **Melanie Barnett**  **("SERVICE PROVIDER REPRESENTATIVE")** |

**SECTION B**

**CALL OFF CONTRACT PERIOD**

|  |  |
| --- | --- |
|  | **Commencement Date**: The term of this Call Off Contract shall be from **[**enter launch date**]** 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. |

**SERVICES**

|  |  |
| --- | --- |
| **2.1.** | **Services required**: As specified in Call Off Schedule 2 (Services) |

**IMPLEMENTATION PLAN**

|  |  |
| --- | --- |
| **3.1.** | **Implementation Plan**: As specified in Schedule 4 (Implementation Plan) of the Call Off    Implementation plan for go live of new services is in development. Customers will be invited to be part of the discovery and development stage to input into the design of the services. |

**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 perClause 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 Service Commencement Date above. | |
| **5.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  As per Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)  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 VMS or other appropriate collation of approved manual timesheets as the case may be. | |
| **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). | *Guidance Note: insert Customer billing address for the purposes of paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).* |

**LIABILITY AND INSURANCE**

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| --- | --- |
| **6.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £ **[ ] To be inserted once each Customer worker profile is established** |
| **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 (Review by customer to confirm this is sufficient and amend as appropriate) |
| **7.4** | **Exit Management:**  As per Call Off Schedule 9 (Exit Management) |

**OTHER CALL OFF REQUIREMENTS**

|  |  |  |
| --- | --- | --- |
| **8.1** | **Security**:  Short form security requirements | *Insert in Annex 1 any additional security requirements of the Customer that should form the “Security Policy” under this Call Off Contract., as appropriate to your 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: **[ ]**  Service Provider’s postal address and email address:  7-11 Bishopsgate, London, EC2N 3AQ  [matthew.rodger@alexmann.com](mailto:matthew.rodger@alexmann.com) | |
| **8.6** | **Economic and Social Values**  **[ ]** | *Guidance note: See Call Off Schedule 19 and insert here any economic and social value requirements that apply to the delivery of the Services by the Service Provider.* |

**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 | Matthew Rodger - Chief Commercial Officer |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title |  |
| Signature |  |
| Date |  |

Appendix 1

Requisition Process

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Appendix 2

Complaints Process

