

Crown Commercial Service

**PERMANENT RECRUITMENT SOLUTIONS – CCS RM6002 LOT 7 (EXECUTIVE
SEARCH SENIOR ROLES)**

**EXECUTIVE SEARCH RECRUITMENT FOR THE MEDICINES AND
HEALTHCARE PRODUCTS REGULATORY AGENCY (MHRA)**

CUSTOMER REF: C104515

FRAMEWORK SCHEDULE 4

CALL-OFF ORDER FORM

PART 1 – CALL-OFF ORDER FORM**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Permanent Recruitment Solutions Lot 7 Executive Search (Senior Roles) dated **23/09/2022**.

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	C104515
From	The Secretary of State for Health and Social Care, acting through the Medicines and Healthcare products Regulatory Agency (MHRA), acting as part of the Crown. 10 South Colonnade, Canary Wharf, London E14 4PU ("CUSTOMER")
To	Allen Lane Recruitment 33 King Street, London SW1Y 6RJ ("SUPPLIER")

SECTION B**1. CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: 04 October 2022
1.2.	Expiry Date: End date of Initial Period: 03 October 2024 End date of Extension Period: 03 October 2025 Minimum written notice to Supplier in respect of extension: One Month

2. SERVICES

2.1	Services required: <i>Summary included here:</i>
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	<p>The Customer requires the Supplier to provide an end-to-end service in the attraction/identification, evaluation, candidate management, and recruitment of suitably qualified and experienced personnel to two Chief Officer roles and two Deputy Director roles (Category 1), and potentially various other senior roles (Category 2). The recruitment process must be conducted in a transparent manner, including openly advertising all roles on the Civil Service Jobs website/portal, with a link to the microsite, as well as using other attraction approaches and networks.</p> <p>The Supplier shall have a service provision that is staffed inside the service hours of between 9.00am and 5.00pm Monday to Friday (excluding public holidays) and automated outside of service hours.</p> <p>Full details have been provided in Call Off Schedule 2 (Services) Annex 1.</p>
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3. IMPLEMENTATION PLAN

3.1. Implementation Plan:	<p>No Plan; a briefing meeting/call to confirm expectations, the project management approach, and aims and values etc shall be convened.</p>
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4. CONTRACT PERFORMANCE

4.1. Standards:	<p>The Supplier shall perform its obligations under this Call Off Contract in accordance with:</p> <ul style="list-style-type: none"> (a) all applicable Law; (b) Good Industry Practice; and (c) its ISO 9001 quality management certification.
4.2 Service Levels:	<p>As stated in Annex 1 of Part A of Call Off Schedule 6 (Service Levels and Performance Monitoring) - service credits will not be used.</p> <p>Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms):</p> <p>On an annual basis.</p>
4.3 Critical Service Level Failure:	<p>Not applicable.</p>
4.4 Performance Monitoring:	<p>As stated in Part B of Call Off Schedule 6 (Service Levels and Performance Monitoring).</p> <p>Performance Monitoring Reports shall be submitted to the Customer on a monthly basis.</p>

	<p>Performance Review Meetings convened on a monthly basis.</p> <p>(Actual frequencies and dates and the content/agenda to be agreed by the Parties).</p> <p><i>Other meetings/reporting</i></p> <p>The Supplier shall organise and lead a planning meeting with the Customer for each job role to understand the key role requirements, including essential and desirable skill sets and the person specification; the Parties shall agree specific campaign KPIs, e.g. candidate numbers, conversion rates, diversity.</p> <p>When there is an active recruitment exercise, the Parties shall have regular (weekly or even daily) catch-ups; with the Supplier providing status updates in writing, by telephone or face to face, as agreed with the Customer.</p> <p>The Supplier shall deliver regular, tailored reports to the Customer providing updates on the recruitment services being carried out.</p> <p>The Parties shall attend a wash-up meeting at the end of each campaign/exercise to review and discuss lessons learnt.</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>As per In Clause 38.2.1(a) of the Call Off Terms – within a period of ten (10) Working Days.</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <p><i>For the Supplier:</i></p> <p>Redacted under FOIA Section 40 Personal Info</p> <p><i>For the Customer:</i></p> <p>Redacted under FOIA Section 40 Personal Info</p> <p><u>Authorised User List</u> (authorised to place orders/request the Services):</p> <p>Redacted under FOIA Section 40 Personal Info</p>
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	Redacted under FOIA Section 40 Personal Info
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): Not applicable.

6. PAYMENT

6.1

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):

As detailed in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).

Summary included here:

Fixed Fee rates

GRADE	FIXED FEE	DISCOUNT - % reduction (briefing for more than 1 broadly similar requirement in 1 competition)	DISCOUNT - % reduction (subsequent appointment from single original campaign)	DISCOUNT - % reduction (candidates above line used in separate competitions within 12 Months)
Band 6	<div>Redacted under FOIA Sect 43(2) Commercial Interests</div>			
SCS1				
SCS2				
SCS3				
SCS4				
NED				

The Contract Charges shall be levied in three (3) stages/instalments within the Executive Search process with a percentage of the total fixed fee being charged at each successful stage. The payment stages shall be as follows:

- 25% on Placement of advert
- 25% on Shortlist signed off by the Customer (signed off candidates for final stage of recruitment)
- 50% on Appointment and acceptance of candidate.

Ratecard for Additional Services

Activities	Price (Band 6 up to SCS3)
Testing	<div>Redacted under FOIA Sect 43(2) Commercial Interests</div>

	<table border="1"> <tr> <td>Assessment Centres</td><td>Redacted under FOIA Sect 43(2) Commercial Interests</td></tr> <tr> <td>Interview Management/support</td><td></td></tr> </table>	Assessment Centres	Redacted under FOIA Sect 43(2) Commercial Interests	Interview Management/support	
Assessment Centres	Redacted under FOIA Sect 43(2) Commercial Interests				
Interview Management/support					
	<p>Contract Award Value</p> <p>The total Contract Charges/award value shall be up to a maximum cap value of up to £380,000.00 excluding VAT (there is no guarantee of volumes/expenditure). This figure may be varied with both Parties' agreement and recorded in writing subject to the Procurement Regulations. Value Added Tax will be charged in addition at the prevailing rate.</p>				
6.2	<p>Payment terms/profile (including method of payment):</p> <p>As detailed in Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).</p> <p><i>Summary included here:</i></p> <p>The Buyer has a "no purchase order no pay policy" in place. The Customer will only pay Contract Charges relating to the Services delivered by the Supplier which are the subject of a valid Order (purchase order). Any invoice submitted must display that valid purchase order number; invoices not meeting these requirements could be rejected and payment delayed.</p> <p>Payment shall be made by BACS. The Buyer shall pay the Supplier the Charges within thirty (30) days' of receipt of a valid, undisputed invoice.</p> <p>Invoice(s) must be submitted electronically to accounts.payable@mhra.gov.uk and be presented in arrears.</p>				
6.3	<p>Reimbursable Expenses:</p> <p>None.</p>				
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Accounts Payable Medicines and Healthcare products Regulatory Agency 10 South Colonnade, Canary Wharf London E14 4PU accounts.payable@mhra.gov.uk</p> <p>Invoices to be submitted electronically, by email.</p>				
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Three (3) Years from the Call Off Commencement Date (i.e. firm for the maximum Contract Period).</p>				
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out:</p> <p>On a Six (6) Monthly basis (to potentially reduce the fees/Charges).</p> <p>Actual dates to be agreed by the Parties.</p>				

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.
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7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: Redacted under FOIA Sect 43(2) Commercial Interests
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); As per Clause 36.2.1 of the Call Off Terms as follows: The higher of one million pounds (£1,000,000) or a sum equal to one hundred and fifty per cent (150%) of Call Off Contract Charges – see clause for approach to annual calculation.
7.3	Insurance (Clause 37.3 of the Call Off Terms): The Supplier shall maintain the insurances as set out in Clause 31 (Insurance) of the Framework Agreement, and any other insurances as may be required by Law.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms)): As per Clause 42.2.1(c) of the Call Off Terms.
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): As per Clause 41.7.1 of the Call Off Terms as follows: Thirty (30) Working Days' notice.
8.3	Undisputed Sums Limit: Redacted under FOIA Sect 43(2) Commercial Interests
8.4	Exit Management: As per Call Off Schedule 9 (Exit Management). The Supplier shall, within three (3) Months of the Call Off Commencement Date, deliver to the Customer an Exit Plan, as per this Schedule.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable.
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9.2	Commercially Sensitive Information: Commercial details – all pricing/Charges – indefinitely. Personal Data (names, contact details etc) – indefinitely.
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10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E shall apply as a Further Competition was held. Recital C - date of issue of the Statement of Requirements: 20/07/2022 Recital D - date of receipt of Call Off Tender: 03/08/2022
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: Short form security requirements shall apply as per Call Off Schedule 7 (Security). The Supplier shall develop and submit a Security Management Plan to the Customer in accordance with Call Off Schedule 7, within three (3) Months of the Call Off Commencement Date.
10.4	ICT Policy: Not applicable.
10.5	Testing: Not applicable.
10.6	Business Continuity & Disaster Recovery: As per Call Off Schedule 8 (Business Continuity and Disaster Recovery) The Supplier shall, within three (3) Months of the Call Off Commencement Date, deliver to the Customer an BCDR Plan, as per this Schedule. Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be: Four (4) Months.
10.7	Failure of Supplier Equipment (Clause 32.8 of the Call Off Terms: Not applicable.
10.8	Protection of Customer Data As per 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: Medicines and Healthcare products Regulatory Agency Commercial/Procurement Department

	<p>10 South Colonnade Canary Wharf London E14 4PU Email – purchasing@mhra.gov.uk</p> <p>Supplier's postal address and email address:</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Allen Lane Recruitment 33 King Street London SW1Y 6RJ Redacted under FOIA Section 40 Personal Info</p>
10.10	<p>Transparency Reports</p> <p>Not required.</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</p> <p>Not required.</p>
10.12	<p>Call Off Tender:</p> <p>Appended in Schedule 15 (Call Off Tender).</p>

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 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 under FOIA Section 40 Personal Info
Signature	Redacted under FOIA Section 40 Personal Info
Date	14/09/2023

For and on behalf of the Customer:

Name and Title	Redacted under FOIA Section 40 Personal Info
Signature	Redacted under FOIA Section 40 Personal Info
Date	18/9/23