



Ministry  
of Defence

**Iain McLean**  
Def Comrcl-HO BP3-2b

Kentigern House  
65 Brown Street  
Glasgow, G2 8EX

Email: iain.mclean118@mod.gov.uk

Gatenbysanderson Limited  
14 King Street  
Leeds  
LS1 2HL

FAO:

Your Reference:

Our Reference:  
707688452

Date:  
25 May 2023

Dear Penny,

**Offer Of Contract 707688452 for the Provision of SCS Recruitment Assessment Services.**

**CCS Framework RM6290 Executive and Non-Executive Recruitment Services**

1. As you are aware, the Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

7. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for **[the Provision of SCS Recruitment Assessment Services]** prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

Iain McLean  
Def Comrcl-HO BP3-2b

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE: 707688452

THE BUYER: Civilian HR, Ministry of Defence

BUYER ADDRESS MOD Main Building, Whitehall, London, SW1A  
2HB

THE SUPPLIER: Gatenbysanderson Limited  
SUPPLIER ADDRESS: 14 King Street, Leeds, LS21 2HL  
REGISTRATION NUMBER: 04451141  
DUNS NUMBER: 424635477  
SID4GOV ID: [424635477]

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25 May 2023.

It's issued under the Framework Contract with the reference number RM6290 Executive & Non-Executive Recruitment Services for the provision of SCS Recruitment Assessment services.

CALL-OFF LOT(S):

Lot

1

## CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6290**
3. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6290**

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

- Call-Off Schedules for **RM6290**

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.11)

5. Joint Schedule 5 (Corporate Social Responsibility) **RM6290**

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

## CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: 1 April 2023

CALL-OFF EXPIRY DATE: 31 March 2025

CALL-OFF INITIAL PERIOD: 2 Years

## CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)]

#### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £ Estimated Charges in the first 12 months of the Contract.

#### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

Payment will be made through MoD CP&F System

#### BUYER'S INVOICE ADDRESS:

#### BUYER'S AUTHORISED REPRESENTATIVE

#### BUYER'S ENVIRONMENTAL POLICY

[Ministry of Defence Climate Change and Sustainability Strategic Approach - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

#### BUYER'S SECURITY POLICY

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

#### SUPPLIER'S CONTRACT MANAGER

#### PROGRESS REPORT FREQUENCY

**[Monthly:** On or after the 15<sup>th</sup> working day of each calendar month, reporting on the previous month]

#### PROGRESS MEETING FREQUENCY

**[Monthly:** on or after the 15<sup>th</sup> working day of each month]

#### KEY STAFF (all addresses as per supplier address above)

Contract Sponsor:

Contract Manager:

Contract Operations Manager:

Senior Project Coordinator (and day to day contact point):

KEY SUBCONTRACTOR(S)

COMMERCIALLY SENSITIVE INFORMATION

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	Iain McLean
Role:	Head of Leadership and Talent Consultancy	Role:	Commercial Officer
Date:		Date:	25 May 2023



## Call-Off Schedule 17 (MOD Terms)

### 1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**"MOD Terms and Conditions"** the terms and conditions listed in this Schedule;

**"MOD Site"** shall include any of Her Majesty's Ships or Vessels and Service Stations;

**"Officer in charge"** shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

### 2 Access to MOD sites

2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.

2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate

shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to

which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

### **3 DEFCONS and DEFFORMS**

- 3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 3.2 Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.
- 3.3 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

### **4 Authorisation by the Crown for use of third party intellectual property rights**

- 4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

### DEFCONS

DEFCON No	Version	Description
005J	11/16	Unique Identifiers
76	11/22	Contractor's Personnel at Government Establishments
129J	11/16	The Use of the Electronic Business Delivery Form
501	10/21	Definitions and Interpretations
503	06/22	Formal Amendments to Contract
513	04/22	VAT and Other Taxes
514	08/15	Material Breach
515	06/21	Bankruptcy and Insolvency
516	04/12	Equality
518	02/17	Transfer
520	08/21	Corrupt Gifts and Payments of Commission
522	11/21	Payment and Recovery of Sums Due
526	08/02	Notices
527	09/97	Waiver
531	09/21	Disclosure of Information
532B	12/22	Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)
534	06/21	Subcontracting and Prompt Payment

<b>537</b>	<b>12/21</b>	<b>Rights of Third Parties</b>
<b>538</b>	<b>06/02</b>	<b>Severability</b>
<b>550</b>	<b>02/14</b>	<b>Child Labour and Employment Law</b>
<b>566</b>	<b>12/18</b>	<b>Change of Control of Contractor</b>
<b>609</b>	<b>07/21</b>	<b>Contractor's Records</b>
<b>620</b>	<b>06/22</b>	<b>Contract Change Control Procedure</b>
<b>632</b>	<b>11/21</b>	<b>Third Party Intellectual Property – Rights and Restrictions</b>
<b>658</b>	<b>10/22</b>	<b>Cyber</b> <b>The Cyber Risk Profile is Moderate</b>
<b>703</b>	<b>06/21</b>	<b>Intellectual Property Rights – Vesting In The Authority</b>

DEFFORMs (Ministry of Defence Forms)

<b>DEFFORM No</b>	<b>Version</b>	<b>Description</b>
<b>129J</b>	<b>09/17</b>	<b>The Use of the Electronic Business Delivery Form</b>
<b>539A</b>	<b>08/13</b>	<b>Tenderer's Commercially Sensitive Information</b>

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.

### **STATEMENT OF REQUIREMENTS**

#### **SCS Recruitment Assessment contract**

**Purpose of the project:** To provide candidate leadership assessments for shortlisted applicants for MOD Senior Civil Service (SCS) recruitment.

**Background/Aims of the project:** The campaign management service is being brought in-house to Civilian HR with effect from 1 April 2023.

**Stakeholders:** MOD is the customer of this service which is used to support managers decision making during SCS recruitment.

**Timescales:** The service is to be procured for an initial period of two years and then will need to be competed.

#### **Scope of the Work:**

**Functional Requirements:** The service is required for Individual Leadership Assessments, Alternative Leadership Assessments and Staff Engagement Exercises and the associated final panel briefing.

- **Individual Leadership Assessments.**
  - Contact candidates and send them links to complete the online assessments;
  - Arrange the 90 minute interview (virtual) with the GS psychologist;
  - Produce and quality assure the report for upload within 10 working days.
- **Alternative Leadership Assessments (ALA).** This is very similar to the ILAs but with different psychometric assessments and a shorter report.
- **Staff Engagement Exercises (SEE).**
  - Assessor attends and facilitates the panel (virtual or face to face).
  - Writes and quality assures the two page report.
  - GS share the report within five working days after the SEE.
- **Final Panel Briefings.**

- The psychologist(s) would virtually join the panel briefing session to summarise for the panel the ILA/ALA and / or SEE report and answer any questions.

**Performance Requirements:** The performance requirements for requesting ILA/SEE and receiving reports are as follows:

ASSESSMENTS TYPE
<b>Psychometric Personality Assessment</b>
ILA (Virtual)
ILA (Virtual) - No Verbal & Numerical
ALA (Virtual) 2 Page
ALA (Virtual) 2 Page - with Verbal & Numerical
<b>Staff Engagement Exercise</b>
Virtual SEE 3-5 candidates in 1 day
Virtual SEE 2 candidates in 1 day
Virtual SEE 1 candidate in 1 day
SEE 3-5 candidates in 1 day
SEE 2 candidates in 1 day
SEE 1 candidate in 1 day
<b>Miscellaneous Costs</b>
Panel Briefing (Virtual)
Reuse Report

Requesting the assessment: MOD complete the initial request for to the relevant stage and send this to GS:

Stage 1 – MOD send to GS with the campaign name, number, pay band level, required assessments and expected date of shortlist. Role profile / information pack should also be provided. If any information in stage 2 or 3 is available at this point, please also submit this.

Stage 2 – MOD complete with **actual date of Staff Engagement Exercise**, whether virtual or face to face and SEE type. (NB: This should be submitted soon after stage 1 but must be no later than five working days before the expected date of the SEE. At this point an assessor is booked for the SEE and cancellation charges apply). Report deadlines should also be completed.

Stage 3 – MOD send details of the shortlist including candidate email and phone numbers. (NB: at this point assessors are booked for ILAs/ ALAs and cancellation charges apply). Please also confirm panel briefing details if required.

MOD provide to GS: role profile, or information pack, candidate contact details (phone and email) and, for SEEs, arrange the session using MOD technology (or venue) and provide GS with copies of the candidate brief, staff panel brief and timetable. It is also important, particularly for virtual SEEs, that they provide GS with candidate names, emails and contact details so that the assessor can call them on the day. MOD will also inform GS of any reasonable adjustments required.

**Reporting arrangements:** The ILA/ALA/SEE reports will be delivered to the SCS Recruitment team shared mailbox [people-civhr-scsrecruitment@mod.gov.uk](mailto:people-civhr-scsrecruitment@mod.gov.uk)

**Migration to the new product:** The intention is to migrate to the new service as soon as the contract is available. As each recruitment campaign is a standalone, this will a straightforward process.

**Security:** A decision will need to be taken as to how the leadership assessment/SEE reports are shared with department. Via GRS they are uploaded to a shared portal. An assessment will need to be made as to whether this is possible using MOD technology or whether an alternative approach will be required.

**Waiting Room:** Potential future opportunities include but are not limited to:

- A review of the format of the reports to ensure it is as useful and user-friendly as possible.
- A review of the content of the reports, particularly the ILA and ALA to ensure that they measure the behaviours that MoD wish to measure.
- Media exercise and other simulation exercises (for example, role plays)
- A review of the reports and materials from a D&I perspective to ensure we are supporting MoD in its aims here.
- Support for training of diverse final panel members.
- A review of the candidate experience of assessments, particularly around the notification of reasonable adjustments and how this is managed throughout the process.
- Candidate, staff panel and vacancy holder surveys to check satisfaction.
- As mentioned above, web-based request forms and shared file storage to ensure secure transfer of candidate information.

## Key Performance Indicators and Service Level Agreements

The following key performance indicators and service level agreements will apply to this contract unless agreed otherwise between the supplier and contractor.

KPI Number	Service Area	Service Level Performance Criterion	Service Level Performance Measure
1	General	The Supplier will only accept work commissions directly from the MOD recruitment team, not from individual Vacancy Holders.	99%
2	Customer Service	Any queries/ correspondence received from MoD will be acknowledged within 1 working day and fully responded to within 2 working days.	95%
3	Customer Service	Complaints or issues raised by candidates or the Customer will be acknowledged within 1 working day. The matter will then, where necessary, be raised with the customer within 2 working days.	95%
4	Reporting	The supplier will provide MOD with regular updates to inform how work on individual assessment campaigns is progressing and what stage they are at in the process towards completion.	95%
5	Service Delivery	Candidates are individually contacted to make assessment arrangements within 1 day of the Supplier receiving the list of candidates to be assessed from the Customer.	90% < 1 day 95% < 2 days
6	Service Delivery	For ILAs, provider uses approved assessors to carry out assessments, informing MOD at the planning stage which assessor is completing assessments for each campaign.	99%
8	Service Delivery	Websites administering assessments do not experience down time without prior notice	95%
10	Reports	Fully completed assessment report is provided to the MOD using the agreed secure means, prior to the agreed deadline.	98%

11	Reports	Reports will be produced to a consistent quality.	98%
12	Panel Briefing	The relevant assessors attend the interview panel at the date and time set down by the panel's representative at the time of initial request for the assessments (ILA or ALA) or staff engagement panel (SEE) and briefs on the short-listed candidates. If the time of this meeting changes after the assessments or SEE have commenced it is accepted that the assessor(s) may not be available for the revised date and this KPI will not apply.	95%
13	Panel Briefing	The interview panel is satisfied with the quality of the briefing carried out by the assessor. This could be measured using feedback surveys or other proposed methods to be agreed with the Supplier.	95%
14	Candidate	The candidate is satisfied with the professionalism of the assessor during the assessment session. This could be measured using feedback surveys or other proposed methods to be agreed with the Supplier.	90%