

Framework Schedule 6 (Direct Award short order form template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: C24090

THE BUYER: Home Office

BUYER ADDRESS 2 Marsham Street, Westminster London SW1P 4DF

THE SUPPLIER: Saxton Bampfylde

SUPPLIER ADDRESS: 9 Savoy Street, WC2E 7AE

REGISTRATION NUMBER: 02018211

 

SID4GOV ID: [Insert if known]

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 12th December 2022.

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

CALL-OFF LOT(S): [Remove as applicable]

- Lot 2 Executive Search - SCS3 & SCS4 (and equivalents)

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
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 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **RM6290**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law)
 - Call-Off Schedule 23 (HMRC Terms)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6290**

The requirement

- The supplier shall ensure that only candidates of the required standard to the requirements of the job description and person specification, with the most appropriate depth and range of experience against the customer's agreed criteria and job description, are put forward for selection.
- The supplier shall ensure that both long and short lists include an initial validation of candidate skills against the essential criteria for the job role.
- The supplier shall ensure that both long and short list reflect the customer's diversity and inclusion policy and aims for the role. The supplier shall provide customers with rationale for scoring of candidates during long list and, if required, attend sessions with the customer to finalise shortlisted candidates.
- The supplier shall manage the candidate journey to ensure the best possible candidate experience. The supplier shall ensure both internal and external candidates are treated equally and receive the same standard of candidate care proportionate to the required standard and in line with the requirements of the job description and person specification
- The supplier shall ensure that any potential conflicts of interest are identified and are appropriately and sensitively managed. The supplier shall provide weekly status updates (in writing, by telephone or face to face, as requested by the customer).
- The supplier shall provide updates which cover progress against agreed timelines and key KPIs, including but not limited to diversity statistics, calibre of candidates and industry backgrounds of applicants Payment based on agreed milestones:



Additional clauses: Notification and Termination in Relation to Financial Standing
the Supplier shall promptly notify the Authority in writing if there is any downgrade

in the credit rating or other indicator of financial distress within 5 Working Days along with any proposed mitigations. Other indicators include:

- (a) the supplier (or related entity) issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects.
- (b) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the supplier (or related entity);
- (c) the supplier (or related entity) committing a material breach of covenant to its lenders;
- (d) commencement of any material litigation against the supplier (or related entity) with respect to financial indebtedness or obligations under a service contract;
- (e) non-payment by the supplier (or related entity) of any financial indebtedness;
- (f) any financial indebtedness of the supplier (or related entity) becoming due as a result of an event of default;
- (g) the cancellation or suspension of any financial indebtedness in respect of the supplier (or related entity);
- (h) the removal of access to, or full utilisation of any existing cashflow facilities (e.g. invoice discounting facilities);
- (i) the external auditor of the supplier (or related entity) expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that entity; and

(j)

- Interest Cover being less than 3 For this section a 'related entity' is defined as a material sub-contractor (delivering more than 10% of the contract value or on which there is a key dependency) or a parent entity (immediate or ultimate).

The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Customer there is a

material unmitigated detrimental change in the financial standing and/or the credit rating of the Supplier which:

(a) adversely impacts on the Supplier's ability to supply the Services under this Call Off Contract; or

(b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Call Off Contract.

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 START DATE: **08/12/2022**

CALL-OFF EXPIRY DATE: **08/06/2023**

GDPR POSITION

Independent Controller (default unless specified); or Controller to Processor; or Joint Controller

MAXIMUM LIABILITY

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

CALL-OFF DELIVERABLES

CALL-OFF CHARGES

£42,000

PAYMENT METHOD

BACS

[REDACTED]

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted Signature]

SUPPLIER'S CONTRACT MANAGER

[Redacted Signature]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[Redacted Signature]	Signature:	[Redacted Signature]
Name:	[Redacted Name]	Name:	[Redacted Name]
Role:	[Redacted Role]	Role:	[Redacted Role]
Date:	13 th December 2022	Date:	16 th December 2022