Crown Commercial Service

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Call Off Order Form

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Advice to Support the

Recruitment of Community and Emergency Response Director

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

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 permanent recruitment RM6002 dated 13/11/2018.

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 | **CA18/05058** |
| From | Coal Authority **("CUSTOMER")**People & Resources Director |
| To | Green Park Interim & Executive Search Ltd**("SUPPLIER")**Partner  |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: 19 April 2021 |
| * 1.
 | **Expiry Date**:End date of Initial Period 12 July 2021Minimum written notice to Supplier in respect of extension: 2 weeksExtension period until a successful candidate has been appointed or if a re-recruitment is required to cover the period of the re-recruitment. |

1. Services

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

1. Implementation Plan

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| --- | --- |
| **3.1.**  | **Implementation Plan**:In Call Off Schedule 4 (Implementation Plan)  |

1. contract performance

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| --- | --- |
| **4.1.**  | **Standards**:The supplier should ensure appropriate levels of Cyber Security within systems being used in line with the Cyber Essentials Scheme.Personal Data being provided as part of the Services should also be appropriately protected. |
| **4.2** | **Service Levels**:Not applied  |
| **4.3** | **Critical Service Level Failure**:Not applied |
| **4.4** | **Performance Monitoring:** In Call Off Schedule 2, 6 and 15. |
| **4.5** | **Period for providing Rectification Plan:** In Clause 38.2.1(a) of the Call Off Terms |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**: Your Relationship Director will provide strategic support required over the duration of this programme. \*\* will manage the overall campaign, ensuring all resources required are provided to deliver expected service levels and oversee and direct the team dedicated to this appointment, ensuring clear and regular communication with The Coal Authority. \*\* will also attend all key milestone meetings (briefing/longlist/shortlist), listening to feedback from key stakeholders and ensuring implementation of any required actions. \*\* will be responsible for all governance and performance matters, monitoring in-house performance (e.g. KPIs relating to speed of response, deployment, etc.). Finally, \*\* will also ensure Management Information is collated and presented in accordance with civil service requirements and \*\* will facilitate a continuous improvement structure (e.g. lessons learned), reporting this to The Coal Authority if required.Research activity will be led by \*\*, Head of Delivery. \*\* will lead a team of researchers who between them cover all UK markets across public and private sectors, ensuring you have the broadest possible access to the best talent across the public and private sector community. \*\* will also act as Secondary Consultant, ensuring that The Coal Authority have a nominated point of contact for any queries, at all times and in \*\* absence. You will also have a dedicated project co-ordinator, who will ensure the smooth execution of all administrative and project-planning related activities such as meeting/diary co-ordination, scheduling of candidate interviews, long and short list pack production.  |
| **5.2** | **Relevant Convictions** As per those identified in 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** Payment will be by BACS:In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| **6.3** | **Reimbursable Expenses**: Permitted in line with Schedule 3  |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):Your invoice must be submitted to the Authority's Finance Department to the following address: financedepartment@coal.gov.uk and be made out for payment by the Coal Authority.Your invoices (single copy only) must be based on the contract rates/prices and must bear the purchase order number to follow, and be in sufficient detail to enable the contract to be easily identified. |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):OneCall OffContract Years from the Call Off Commencement Date or for the period when a re-recruitment is required. |
| **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

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| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:The sum of £ 26,250.00  |
| **7.2** | **Supplier’s limitation of Liability** (Clause 36.2.1 of the Call Off Terms);*A sum equal to one hundred and fifty per cent 150%* in Clause 36.2.1(b)(i)  |
| **7.3** | **Insurance** (Clause 37.3 of the Call Off Terms):Professional Indemnity - £1mPublic Liability - £10mEmployers Liability - £10m |

1. TERMINATION and exit

|  |  |
| --- | --- |
| **8.1** | **Termination on material Default** (Clause 41.2.1(c) of the Call Off Terms)):In Clause 42.2.1(c) of the Call Off Terms.  |
| **8.2** | **Termination without cause notice period** :The period of thirty (30) Working Days in Clause 41.7.1 shall be amended to ten (10) Working Days. |
| **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 applicable  |
| **9.2** | **Commercially Sensitive Information**:As per Clause 34. |

1. OTHER CALL OFF REQUIREMENTS

|  |  |
| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):Recitals B to ERecital C - date of issue of the Statement of Requirements:4 March 2021 Recital D - date of receipt of Call Off Tender:19 March 2021 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**Not required |
| **10.3** | **Security**:Select short form security requirements. |
| **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):Any data in respect of personal information received in the delivery of the services should be protected in alignment with Government Policy |
| **10.9** | **Notices** (Clause 55.6 of the Call Off Terms):Customer’s postal address and email address: 200 Lichfield Lane, Mansfield, Notts. NG18 4RGSupplier’s postal address and email address: 53-54 Brook's Mews, LondonW1K 4EG |
| **10.10** | **Transparency Reports**In Call Off Schedule 13 (Transparency Reports)Not required |
| **10.11** | **Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):**Not applied |
| **10.12** | **Call Off Tender**:In Schedule 15 (Call Off Tender) |

CALL OFF SCHEDULE 2: services

Recruitment of Community and Emergency Response Director

Statement of Requirements

The Services required will be further defined and finalised at the meeting on 19 April 2021.

**Introduction**

We are currently seeking to fill a permanent position of Community and Emergency Response Director, which will be part of the Executive Leadership Team at the Coal Authority and are looking to work with a high quality and experienced recruitment supplier to achieve this.

This is a new role which will take responsibility for a mix of existing and new teams as part of the Coal Authority’s commitment to continuous improvement and focus on community engagement and being a modern 24/7 emergency response organisation. Executive portfolios change over time depending on need and we would be looking for someone who can be flexible about this. The key skills sets we are looking for are customer and community engagement – ideally within an operational organisation. Incident or emergency response experience would be an additional positive.

The role is a permanent position but we would also consider a 2 year secondment from a suitable public sector partner or relevant private sector organisation – for example a water company.

Executive Directors attend the Board (but are not Statutory Directors / Board members) and contribute openly to discussions. A commitment to people centred leadership is essential along with an understanding of our mission, purpose and values – who we are as an organisation.

The Coal Authority aims to recruit on potential. Relevant experience with a positive attitude and commitment to the role and organisation is more important than length of experience or particular skill sets. We would prefer to focus on what the individual would bring to the organisation and the role.

**Teams**

The Community and Emergency Response Director will be responsible for the Incident and Emergency Response, Learning Review, Community Response and Business Intelligence / Executive Support Teams. This is an initial headcount of circa 20 people but this may increase as new teams are developed and portfolios evolve across the Executive Leadership Team. Future teams may include others that are primarily customer delivery and / or engagement facing.

The **Incident and Emergency Response Team** is a new team which is currently being recruited (initially 4FTE). Its core focus is to develop and maintain policies to support the Coal Authority in being a modern, 24/7 incident and emergency response organisation. This will include leading reviews of incidents we have responded to, running exercises, overseeing training, working with partners to learn and share best practice and working with Local Resilience Forums across Great Britain to establish a greater understanding of the Coal Authority’s work and the risks we manage. This team, and the Director, will work closely with operational, customer facing and other teams across the business to support and influence and ensure our capability to respond to small and large incidents effectively.

The **Learning Review Team** is a recently established team (initially 2 FTE). Its core focus is to consider lessons identified from large incidents and leading, or putting in place, projects to ensure that this is considered across the work of the Coal Authority. Direct incident response improvements and partnership working will be led by the Incident and Emergency Response Team. The Learning Review Team will be more focused on the scientific and practical work of the Coal Authority – for example in ensuring that the impacts of climate change and extreme weather are fully considered across our work.

The **Community Response Team** (6 FTE) provide essential warning and informing information during incident response through media and social media and practical community engagement services such as coordinating public meetings, producing information leaflets and working with emergency and recovery partners in incident comms cells to produce and communicate joint messages to support and inform the community.

The **Business Intelligence and Executive Support Team** (6 FTE) lead in supporting the CEO and Executive Leadership Team with government engagement across the three nations of Great Britain that we serve, account management of our key partners and customers and providing executive support services. This includes MP, MS and MSP correspondence, PQs and briefings.

We are focused on being a more diverse and inclusive organisation and are keen to appeal to a wide range of candidates. The job could be done flexibly or on a job share basis.

Our current Executive Leadership team includes a female CEO, 4 male Directors and a female Head of Legal and Governance. Two or three Head representatives are also invited to attend and work with our executive team on a rotating basis. The executive team is currently 100% white, 0% differently abled and 33% LGBT.

The salary is £75k (potential for some negotiation for an exceptional candidate) plus performance related pay, the pension provisions and wider benefits package are summarised in Appendix 1. Some negotiation may be possible for candidates who can demonstrate additional skills or broader value to the organisation.

We would like to be in a position to make an offer for this role by as soon as possible.

A full job description is attached which details the competencies and skills required for the role.

Coal Authority staff are currently predominantly working from home and we hope to transition to a ‘new normal’ way of working later this year involving flexibility to work from home some or all of the time depending on role. The Coal Authority’s Head Office is in Mansfield, Nottingham. The successful candidate can be formally based there or based from home if that is within or close to coalfield communities. When Covid-19 restrictions allow then some travel to sites and to meet teams, partners and customers will be expected as part of the role.

Background

The Coal Authority is a non-departmental public body and a partner organisation of the Department for Business, Energy and Industrial Strategy (BEIS). We use our skills to provide services to other government departments and agencies, local governments and commercial partners.

We contribute to the delivery of the UK Government’s Industrial Strategy and the environmental, social and economic priorities of the UK, Scottish and Welsh Governments. By sharing our knowledge and expertise we support them, and our partners, to create cleaner, greener nations for us all.

Summary

We are seeking a recruitment supplier to work with us to support and deliver a successful recruitment campaign to appoint a candidate into the role of Community and Emergency Response Director, including by means of a contingency database search and, or through a targeted headhunting approach.

We will look to work collaboratively with the supplier to support a successful outcome and seek an innovative and engaging approach to the market.

The areas of support/services that we are considering we may require are:

* Putting together a pack and advert for the role
* Search for a diverse range of candidate
* Part of the candidate sifting process
* Support through the interview process
* Psychometric testing of shortlist candidates
* Candidate care / updates

We will also require personality profiling to be completed as part of the assessment process, and are open to recommendations as to which tool is considered to be the most appropriate.

Diversity and Inclusion

We have a clear People Plan which can be found online at <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/922678/Coal_Authority_Annual_Report_and_Accounts_2019-20.pdf>

Diversity and inclusion within this process is a key priority and is a strategic theme for the Coal Authority. We have a number of diversity and wellbeing networks, led by our employees which have developed and strengthened over the past 12 months, which give a voice to our people to help us shape our policies and future ways of working. We have developed a programme of events which promote learning about different cultures, sharing life experiences and celebrating difference.

This is in alignment with the governments stated ambition to “become the most inclusive employer in the UK by 2020, a Civil Service that is making the best use of talent that exists in all parts of society and, therefore, one where we attract, develop and retain the most diverse talent”. These themes are expanded in the Civil Service Diversity and Inclusion Strategy and suppliers will be looked upon to support these aims:

<https://www.gov.uk/government/publications/a-brilliant-civil-service-becoming-theuks-most-inclusive-employer>

Requirements

The supplier shall on receipt of an order, take proactive steps (in a manner that is proportionate to the size and nature of the order) to plan and agree with the customer services to be provided.

The supplier is required to clarify and document sufficient information required to identify and recruit suitable candidate(s) for the role. This shall include but may not be limited to:

 • the identity of the customer including the nature and individual needs of the customer’s business;

• the customer’s diversity and inclusion ambition for the role;

• the intended duties of the candidate and comprehensive details of supporting the recruitment services required;

• the location of the role;

• essential criteria for the role, including the necessary or required experience, specialist skills, training, qualifications and any authorisation(s) which the customer considers necessary, or which are required by Law, or by any relevant Professional and Regulatory Body, for a candidate to possess in order to work in the position;

• terms and conditions for the role;

• which types of previous convictions(s) would not be acceptable to the customer for the position which the customer seeks to fill;

 • supplier’s resources to be mobilised in the timescale required by the customer;

 • names of key supplier personnel working on the order;

 • key customer contacts that can authorise work and preferred communication methods;

• the number of CVs to be submitted.

The supplier shall maintain communication with the customer throughout the duration with the objective of forming the basis of a strategic relationship.

Our Policy

The customer’s policy is that all positions be advertised internally for a minimum of 2 weeks and be advertised externally in line with our normal recruitment principles. Any internal candidates will be assessed on the same basis as candidates provided by recruitment supplier.

Government Policy

The supplier shall ensure compliance with Civil Service Recruitment Principles (where applicable and as up-to-date at the point of service delivery, incorporating any future changes), including demonstration of transparency at each stage of the identification and selection process. This shall include the need to demonstrate that the best and most suitable candidates, identified from a wide and diverse field, have been encouraged to apply. Further details on the Civil Service recruitment principles can be found at: http://civilservicecommission.independent.gov.uk/civil-service-recruitment/

Candidate identification and attraction

The supplier shall organise and lead a planning meeting with the customer for the role to understand the key role requirements, including essential and desirable skill sets and the person specification, along with the customer’s diversity and inclusion policy and target for the job role.

The supplier shall use market expertise to design, recommend and implement innovative campaigns and routes to talent, including but not limited to Employer Value Propositions (EVP) and the use of social media. All proposals are subject to customer approval before campaign go live.

The supplier shall create an implementation plan that will include key deliverables and agreed tasks for each milestone in the pre- agreed delivery time. The supplier shall be responsible for the commission and payment of any advertising platform approaches. Any proposed channels that are not included in the cost of the services (and which would be an exception) must be agreed with the customer recruitment team at the earliest stage of campaign planning.

The supplier shall encourage candidates applying to complete a form capturing personal diversity information.

The supplier shall manage the candidate journey to ensure the best possible candidate experience, including but not limited to:

• keeping candidates informed and engaged throughout the recruitment process;

• promoting career opportunities within central government and the wider public sector to pools of potential candidates.

Process

The customer would like to conduct this recruitment anonymously so that it is being inclusive in our selections.

Therefore candidates should be provided using a reference number only and without displaying their name. We will ask you to provide a list of candidate names so that we can ensure no duplication but we should not be able to identify the individual’s CV from this information.

The initial stage of the assessment will be through the completion of a task(s) which will test their customer service skills and abilities, as well as the personality profiling. Selected candidates will then be invited to attend an interview, and we will use their CVs at this stage as part of the interview process. The topics of the assessment tasks will be advised in due course.

There will be a 2 stage interview – the first will be a competency based interview, and will be with \*\*, Chief Executive Officer, a member of our Executive Team and our Head of People & Organisational Development.

The second stage interview will again be with \*\* and one or two of our Non-Executive Directors. We will use the summary information from the personality profiling to form the basis of the second stage interview.

We may also require a presentation to be delivered at the second stage interview.

Candidate suitability and evaluation

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.

Interview management/support

The Supplier shall provide experienced personnel to facilitate the interview process or support the customer with this activity. Where requested by the customer, the supplier shall be responsible for the hiring and booking of suitable interview venues.

Testing

The supplier shall be able to provide advice and guidance on appropriate Testing services including any reasonable adjustments needed to support diversity and inclusion aims. The supplier shall keep customers informed on the availability of innovative new Testing services in the market. The supplier shall procure appropriate Testing services on the customer’s behalf.

The supplier shall support the customer with any associated Testing services and requirements. The supplier shall provide candidate contact information to any third party supplier used for sift or Testing services.

Assessment centres

* The supplier shall, where requested, be responsible for the hiring and booking of customer approved venue to hold the relevant number of candidates.
* The supplier shall provide facilitators, assessors, assessment material in consultation with the customer.
* The supplier shall undertake the booking of customer approved accommodation for candidates attending assessment centres if requested.
* The supplier shall undertake administrative tasks related to the booking and the running of the assessment centres, including but not limited to: the creation of supporting documents and communications with the candidates.
* The supplier shall ensure accessibility to assessment centres and ensure workplace adjustments are in place, as required. The supplier shall also demonstrate an appreciation for the geographical location of assessment centres to ensure accessibility for candidates.

Offer and appointment

* The customers CEO shall make an offer to successful candidate(s) and manage this process, where required. Support with salary and start date negotiations may be required if requested by the customer.
* The supplier shall provide feedback to unsuccessful candidates at each stage of the process.
* The supplier shall obtain references and support the on boarding process where required.
* The supplier shall provide details of industry sectors/organisations that have been targeted during the campaign.
* The supplier shall provide details of potential candidates that have been approached, including feedback on the reasons why any candidates have elected not to pursue an application.
* The supplier shall obtain comprehensive feedback from candidates and the customer on their experience of the recruitment process and share these back with the customer.
* The supplier shall deliver an end–of-campaign report with a breakdown of the key numbers from the campaign (application numbers per stage, diversity, lessons learnt).
* Following commencement of the role, the supplier shall engage with the employee and customer to ensure both parties are satisfied with the recruitment outcome.

Compliance

The supplier shall provide relevant employment and vetting checks to be determined by the customer in line with current legislation. The supplier shall provide evidence to the customer to show that the relevant checks have been conducted if required.

The supplier shall make their personnel aware that the objective of validating and verifying the information provided by the candidate is to ensure that the information relates to that candidate, confirms that the candidate’s identity is genuine and relates to a real and living person, and establishes that the candidate owns and is rightfully using that information.

Customer Reporting Requirements

The supplier shall deliver regular, tailored reports to the customer providing updates on the recruitment services being carried out. Reporting content will be determined by the customer which may include: updates on progress against agreed timelines, KPIs, challenges to the service and diversity and inclusion statistics.

* The supplier shall provide electronic ad hoc reports and accurate data to customers within agreed timescales. The supplier shall gather and make available relevant market intelligence and trend information that will offer value to the customer including emerging good industry practice and innovative ways to meet diversity and inclusion objectives.
* The supplier shall provide feedback reports measuring the success of recruitment process and insights into overall experience to drive Continuous Improvement.

NOTE: Whilst there are reference to Civil Service policies or principles, we are not civil servants.

Appendix 1 – Wider Benefit Package

In summary

• Civil Service Pension Scheme – We offer a choice of a Defined Benefit (Alpha) or Defined Contribution (Partnership) Scheme. An example of a new employee enrolling into the Alpha scheme earning between £22,501- £45,000 will pay 5.45% of their Monthly Gross Basic Salary into their pension and we will pay 27.2% plus any contributions from the HMRC. For more information go to <https://www.civilservicepensionscheme.org.uk/>

• Generous holiday allowance of 27.5 days per year (plus bank holidays)

• Gym membership contribution of up to £15 per month

• Flexi-time – our core hours are 10.00am-12.00pm and 2.00pm-3.00pm but the hours either side can be worked flexibly. You can also earn an extra 6 days holiday a year through our flexi system

• Flexibility to work from home (with managers approval)

• Family friendly initiatives, including a childcare voucher scheme

• Health friendly initiatives, including ‘Cycle to work’ scheme and an employee ‘MOT’ medical

• Free parking on site

• Free 24-hour counselling and information service for you and your family

• Commitment to 5 days of personal development per year

CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

DEFINITIONS

* 1. The following terms used in this Call Off Schedule 3 shall have the following meaning:

|  |  |
| --- | --- |
| "Indexation" | 1. means the adjustment of an amount or sum in accordance with paragraph 11 of this Call Off Schedule 3;
 |
| "Indexation Adjustment Date" | 1. has the meaning given to it in paragraph 11.1.1(a) of this Call Off Schedule 3;
 |
| "Review Adjustment Date" | 1. has the meaning given to it in paragraph 10.1.2 of this Call Off Schedule 3;
 |
| "CPI" | 1. means the **Consumer Prices Index** as published by the Office of National Statistics ( [http://www.statistics.gov.uk/instantfigures.asp)](http://www.statistics.gov.uk/instantfigures.asp%29); and
 |
| "Supporting Documentation" | 1. means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.
 |

GENERAL PROVISIONS

* 1. This Call Off Schedule 3 details:
		1. the Call Off Contract Charges for the Services under this Call Off Contract; and
		2. the payment terms/profile for the Call Off Contract Charges;
		3. the invoicing procedure; and
		4. the procedure applicable to any adjustments of the Call Off Contract Charges.

CALL OFF CONTRACT CHARGES

* 1. The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule 3.
	2. The Supplier acknowledges and agrees that:
		1. in accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 3 to Framework Schedule 3 (Framework Prices and Charging Structure); and
		2. subject to paragraph 8 of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

COSTS AND EXPENSES

* 1. Except as expressly set out in paragraph 5 of this Call Off Schedule 3(Reimbursable Expenses), the Call Off Contract Charges include all costs and expenses relating to the Services and/or the Supplier’s performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:
		1. any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
		2. any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

REIMBURSEABLE EXPENSES

* 1. If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Call Off Contract Charges under this Call Off Contract), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

PAYMENT TERMS/PAYMENT PROFILE

* 1. The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 3.

INVOICING PROCEDURE

* 1. The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 7.6 of this Call Off Schedule 3 and in accordance with the provisions of this Call Off Contract.
	2. The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 7.3 below)):
		1. contains:
			1. all appropriate references, including the unique order reference number set out in the Call Off Order Form;and
			2. a detailed breakdown of the Delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Services relate, against the applicable due and payable Call Off Contract Charges; and
		2. shows separately:
			1. not used;
			2. the VAT added to the due and payable Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and
		3. is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and
		4. it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.
	3. If the Customer is a Central Government Body, the Customer’s right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at [https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/437471/PPN\_e-invoicing.pdf)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf%29)), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).
	4. The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
	5. All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
	6. The Supplier shall submit invoices directly to the Customer’s billing address set out in the Call Off Order Form.

ADJUSTMENT OF CALL OFF CONTRACT CHARGES

* 1. The Call Off Contract Charges shall only be varied:
		1. due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Legislative Change);
		2. in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;
		3. where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Continuous Improvement);
		4. where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Benchmarking);
		5. where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 9 of this Call Off Schedule 3;
		6. where a review and increase of Call Off Contract Charges is requested by the Supplier and Approved, in accordance with the provisions of paragraph 10 of this Call Off Schedule 3; or
		7. where Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as “subject to increase by way of Indexation”, in accordance with the provisions in paragraph 11 of this Call Off Schedule 3.
	2. Subject to paragraphs 8.1.1 to 8.1.5 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the number of Contract Years specified in the Call Off Order Form.

SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

* 1. Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.
	2. Such assessments by the Supplier under paragraph 9 of this Call Off Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 12.1.5 of this Call Off Schedule 3 below.

SUPPLIER REQUEST FOR INCREASE OF THE CALL OFF CONTRACT CHARGES

* 1. If the Customer has so specified in the Call Off Order Form, the Supplier may request an increase in all or part of the Call Off Contract Charges in accordance with the remaining provisions of this paragraph 10 subject always to:
		1. paragraph 3.2 of this Call Off Schedule 3;
		2. the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Call Off Contract Charges ("**Review Adjustment Date**") which shall be subject to paragraph 10.2 of this Call Off Schedule 3; and
		3. the Approval of the Customer which shall be granted in the Customer’s sole discretion.
	2. The earliest Review Adjustment Date will be the first (1st) Working Day following the anniversary of the Call Off Commencement Date after the expiry of the period specified in paragraph 8.2 of this Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 10 is permitted). Thereafter any subsequent increase to any of the Call Off Contract Charges in accordance with this paragraph 10 of this Call Off Schedule 3 shall not occur before the anniversary of the previous Review Adjustment Date during the Call Off Contract Period.
	3. To make a request for an increase of some or all of the Call Off Contract Charges in accordance with this paragraph 10, the Supplier shall provide the Customer with:
		1. a list of the Call Off Contract Charges it wishes to review;
		2. for each of the Call Off Contract Charges under review, written evidence of the justification for the requested increase including:
			1. a breakdown of the profit and cost components that comprise the relevant Call Off Contract Charge;
			2. details of the movement in the different identified cost components of the relevant Call Off Contract Charge;
			3. reasons for the movement in the different identified cost components of the relevant Call Off Contract Charge;
			4. evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
			5. evidence that the Supplier’s profit component of the relevant Call Off Contract Charge is no greater than that applying to Call Off Contract Charges using the same pricing mechanism as at the Call Off Commencement Date.

 INDEXATION

* 1. Where the Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as “subject to increase by way of Indexation” the following provisions shall apply:
		1. the relevant adjustment shall:
			1. be applied on the effective date of the increase in the relevant Call Off Contract Charges by way of Indexation **(“Indexation Adjustment Date**”) which shall be subject to paragraph 11.1.2 of this Call Off Schedule 3;
			2. be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date;
			3. where the published CPI figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Customer and the Supplier shall agree otherwise;
			4. if the CPI is no longer published, the Customer and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this Call Off Schedule 3.
		2. The earliest Indexation Adjustment Date will be the (1st) Working Day following the expiry of the period specified in paragraph 8.2 of this Call Off Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 11 is permitted). Thereafter any subsequent increase by way of Indexation shall not occur before the anniversary of the previous Indexation Adjustment Date during the Call Off Contract Period;
		3. Except as set out in this paragraph 11 of this Call Off Schedule 3, neither the Call Off Contract Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations under this Call Off Contract.

IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

* 1. Variations in accordance with the provisions of this Call Off Schedule 3 to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:
		1. in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.1 of this Call Off Schedule 3;
		2. in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.2 of this Call Off Schedule 3;
		3. in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.3 of this Call Off Schedule 3;
		4. in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.4 of this Call Off Schedule 3;
		5. on the dates specified in the Call Off Order Form where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.5 of this Call Off Schedule 3;
		6. on the Review Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.6 of this Call Off Schedule 3;
		7. on the Indexation Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.7 of this Call Off Schedule 3;

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule 3 to reflect such variations.

ANNEX 1: CALL OFF CONTRACT CHARGES

Charges are to be based on completion of the activities within the Statement of Requirements and the terms and conditions described and on a lump sum fixed priced basis. The activities have been aligned to the requirements documents and have been sectionalised to enable the client to be able to make an informed decision on the Services to be provided based on the availability of budget and value for money.

The Supplier shall be aware that the Customer will only pay contract charges relating to the Services delivered by the Supplier which are the subject of a valid Order. The Supplier shall be aware that there is no minimum order fee that may be applied to the contract Charges. The Supplier shall ensure all invoices to Customers shall be clear, accurate and transparent.

There will be no additional fee charged if the Customer wishes to employ a fixed term candidate supplied on a permanent basis.

|  |  |
| --- | --- |
| **Activity Description** | **Price £** |
| **Total cost** | **26,250.00** |

ANNEX 2: PAYMENT TERMS/PROFILE

The Supplier will receive payment in three (3) stages within the Executive Search process with a percentage of the total fixed fee being charged at each successful stage.

Payment stages as follows:

• 25% Placement of advert

• 25% Shortlist signed off by Customer (i.e. Customer has signed off candidates for final stage of recruitment)

• 50% Appointment and acceptance of candidate

In the event that the Customer cancels the recruitment requirement, the Customer will be responsible for the payment of the fee up to the point in the process at which the recruitment has been cancelled.

In the event that the Supplier cancels the recruitment at any point after the placement of advert, the Customer will make only the first 25% payment.

If the appointed candidate leaves for any reason within 6 months of the appointment contract start date, the Supplier shall refund 50% of the total fee or provide a free of charge replacement search (the latter subject to the Customer’s sole discretion).

The Supplier shall not undertake proactive headhunting of civil servants they have previously discovered for the customer, on behalf of non-Civil Service customers, for a minimum period of six (6) months after Contract commencement.

|  |  |  |
| --- | --- | --- |
|  | **Payment Stages** | **Payment** |
| **1** | **25% on Placement of advert**  | **£6562.50** |
| **2** | **25% Shortlist signed off by Customer (i.e. Customer has signed off candidates for final stage of recruitment)**  | **£6562.50** |
| **3** | **50% Appointment and acceptance of candidate**  | **£13,125.00** |
|  | **Total cost** | **£26,250.00** |

**CALL OFF SCHEDULE 4: IMPLEMENTATION PLAN**

1. INTRODUCTION
	1. This Call Off Schedule 4 specifies the Implementation Plan in accordance with which the Supplier shall provide the Services.

Implementation plan

* 1. The Implementation Plan is set out below.
	2. The Milestones to be Achieved are Identified below:

We have provided project plan for the delivery of this appointment below. Specific timelines have been suggested on the basis of the stated date of award of the contract and the ‘kick off’ meeting. Once these timelines had been agreed in principle, your Project Co-ordinator, \*\* would work with Coal Authority colleagues to ensure that specific dates and times were held in diaries as soon as is practical post-briefing. This allows for the timetable to be published to candidates in advance, which greatly assists in ensuring candidate availability for key stages in the process.

| **Activity** | **Resource** | **Timeline** |  **Predicted Date** |
| --- | --- | --- | --- |
| Briefing meeting & Stakeholder Consultation | Lead Consultant (Account Director) | Week 1 | 19/4/2021 |
| Secondary Consultant |
| Drafting of campaign material | Lead Consultant  | Week 1 | 19/4/2021 |
| Secondary Consultant |
| Development of Micro-site & accompanying candidate pack | Web Team | Weeks 1-2 | 19/4/2021 |
| Campaign Launch |  | Week 2  | w/c 26/4/2021 |
| Mapping (Sourcing & Targets) | Lead Consultant | Weeks 2-3 | w/c 26/4/2021 & w/c 3/5/2021 |
| Secondary Consultant |
| Research Team |
| Search/candidate approaches | Lead Consultant | Weeks 2-6 | w/c 26/4/2021 – w/c 24/5/2021 |
| Secondary Consultant  |
| Research Team  |
| Writing of progress/weekly reports & weekly calls  | Lead Consultant | Weeks 2-6 | w/c 26/4/2021 – w/c 24/5/2021 |
| Lead Researcher  |
| Longlist  | Lead Consultant Delivery Consultant  | Week 7 | w/c 31/5/2021 |
| Preliminary Interviews  | The Coal Authority  | Weeks 8-9 | w/c 7/6/2021 & 14/6/2021 |
| Lead Consultant (if required)-  |
| Shortlist Meeting | Lead Consultant Secondary Consultant  | Week 10 | w/c 21/6/2021 |
| Candidate Assessment | Lead Consultant  | Weeks 10 -11 | w/c 21/6/2021 & 28/6/2021 |
| Occupational Psychologist |
| 1st Stage Interview  | Lead Consultant – if required | Week 12  | w/c 5/7/2021 |
| 2nd Stage Interview  | Lead Consultant – if required | Week 13 | w/c 12/7/2021 |
| Offer  | The Coal Authority CEO  | Week 13 | w/c 12/7/2021 |

**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 | \*\* Partner, Green Park |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** |
| Name and Title | \*\* Head of Procurement, Coal Authority |
| Signature |  |
| Date |  |