**Annex 1: Order Form**

**THE SUPPLY OF NON CLINICAL TEMPORARY AND FIXED TERM STAFF FRAMEWORK CONTRACT: RM6160**

**FROM:**

|  |  |
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| **CONTRACTING AUTHORITY** | Insolvency Service |
| **CONTRACTING AUTHORITY ADDRESS** | Canon HouseBirminghamB4 6FD |
| **INVOICE ADDRESS (if different)** | REDACTED |
| **CONTACT REFERENCE** | Authoriser Name: REDACTED Tel: REDACTED e-mail: REDACTED |
| **ORDER NUMBER** | TIS0327 |
| **ORDER DATE** | 23rd August 2019 |

**TO:**

|  |  |
| --- | --- |
| **SUPPLIER** | Hays Specialist Recruitment Ltd (company number 00975677) |
| **SUPPLIER’S ADDRESS** | REDACTED |
| **ACCOUNT MANAGER**  | Name: REDACTEDAddress: REDACTED Tel: REDACTED E-mail: REDACTED |

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| **PART 1: SERVICE REQUIREMENT**  |
| **PART 1.1: SERVICE AND DELIVERABLES REQUIRED:** Temporary Worker Requirements: |
| **RM6160 LOT:** | Lot 1 |
| **NUMBER OF ROLES REQUIRED:** | 1 (named REDACTED) |
| **NUMBER OF CVS REQUIRED:** | 1 |
| **Job Role/Title:** | Estates Finance and Management Information Executive |
| **pay band:** |  |
| **Hours/Days Required:** | 37 per week |
| **Any unsocial hours required? (give detail)[Outside 8am to 6pm Mon to Friday]** | Not Applicable |
| **ARE THERE ANY HEALTH AND SAFETY RISKS RELEVANT TO ROLE?** | Not Applicable |
| **Fee Type:** | 1. ~~Patient Facing~~
2. ~~Non-Patient Facing (Disclosure)~~
3. **Non-Patient Facing (No Disclosure IF BPPS IS REQUIRED (SEE BELOW) THIS INCLUDES THE REQUIREMENT FOR A DISCLOSURE, THEREFORE SUPPLIER FEE 2 APPLIES**
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| **IMMUNISATION REQUIREMENTS (FEE TYPE 1 ONLY)** | Not Applicable  |
| **Criminal records check** | Not Applicable |
| **bpss REQUIRED** | Applicable |
| **State ANY ADDITIONAL clearance & background checking required** | Not Applicable. |
| **Regulated or Controlled Activity (ISA)?** | Not Applicable. |
| **Skills, MANDATORY AND OTHER Training and Qualifications necessary to performance of the role:** | Expert-level qualifications/experience of purchase to pay systems. Significant experience of public sector commercial work. Significant experience of Estates-category work. |
| **Person and Dept to whom work-seeker should report at start:** | Head of Estates, REDACTED |
| **EXPENSES TO BE PAID OR BENEFITS OFFERED TO CANDIDATE:** | Expenses paid if candidate working outside of Contracting Authority address: Canon House, Birmingham, B4 6FD. |
| **EXPENSES TO BE PAID BY CANDIDATE:** | Not Applicable |
| **aDDITIONAL REQUIREMENTS:** | Not Applicable |
| **PART 1.2: ANCIPATED DURATION OF CONTRACT** |
| **Commencement Date:** | 1st September 2019 |
| **Anticipated End Date:** | 28th February 2020 |
| **Temporary or Fixed Term Assignment:** | Temporary |
| **PART 1.3: MILESTONES AND KEY DELIVERABLES** |
| * Handover to permanent member of staff to include BW functional training. Master spreadsheet training. Introduction to key points of contact (e.g. CBRE, GPA, F&C, Payments Team)
* BW Assist Exchequer Services in Requisition/PO transition.
* BWTransition existing and new data processes required for maintaining the running of the property estate into BW.
* BW Creation and Input of requisitions and PO’s onto BW.
* BW Update/Maintenance of transitioned Estates Requisitions and PO´s.
* BW The collation and review of large quantities of invoices to support BW activities.
* BW Enable the accurate/correct data to be entered onto BW for the creation of estates suppliers.
* BW Maintenance of estates supplier data on BW.
* Reconciling and authorising invoices for payment
* Dispute identification and resolution of invoices/payment queries, dealing with customers, suppliers and other stakeholders
* Ensuring financial records are accurately maintained and recorded
* Ensuring that property related databases and files are accurately updated post project (i.e. e-PIMS, physical building files, financial files).
* SIGN OFF OF TIMESHEET IMPLIES SATISFACTION WITH WORK UNDERTAKEN AND THE WORKER WILL BE PAID AND CUSTOMER CHARGES INCURRED ON RECEIPT OF APPROVED TIMESHEET
 |
| **PART 1.4: Charges Payable by Contracting Authority (including any applicable discount and method of payment e.g. Government Procurement Card or BACS):** |
| Invoices will be issued weekly with charges as per the Framework Agreement. |
|  | **Pre-AWR** | **Post-AWR** |
| **Pay to Worker(s)** | £ (Hour/Day) | £ (Hour/Day) |
| **Total Charge** | £ **REDACTED** Day (excluding VAT)Max contract value= **£35,000** | £ (Hour/Day) |
| **Payment profile will be ‘on completion of works’ as per paragraph 9.3 of schedule 2 of these call-off terms and conditions.** |
| **Discounts Applicable:** | Not Applicable. |
| **PART 1.5: Acceptance prior to Payment** |
| Approval of a timesheet by the Customer will constitute acceptance. |
| **PART 2: CONTRACTING AUTHORITY CONTRACTUAL REQUIREMENTS** |
| The Call-Off Contract shall be valid for an initial period of 6 months. The Contracting Authority shall retain the right to extend the Call-Off Contract by up to 6 months by providing a minimum of 1 month notice to the Supplier.The Temporary resource provided to support the delivery of the Services shall be available for 100% of the contracted period subject to factors outside of the Supplier’s control – for example the worker chooses to leave the assignment . Any deviation from this must be agreed in writing with the Contracting Authority with a minimum of 2 months´ notice.Supplier resources provided to the Contracting Authority via this Call-Off Contract shall be available throughout the contracted period and shall not be reassigned without approval from the Contracting Authority. The Temporary resource shall be responsible for all deliverables identified in 1.3 under the Supervision, Direction and Control of the Contracting Authority |
| **PART 3: FURTHER-COMPETITION ORDER - ADDITIONAL REQUIREMENTS** |
| **PART 3.1: Supplemental Requirements in addition to Call-Off Terms and Conditions:** | Not Applicable |
| **PART 3.2: Variations to Call-Off Terms and Conditions:** | 1. Where a Fixed Term Assignment will be placed with the Contracting Authority under this Agreement, Framework Schedule 1 Clause 5.3.5 and Clause 5.3.6 shall not apply.
2. The Parties agree that for the fulfilment of Framework Schedule 1 (Specification) Clause 11.2 it is sufficient where the Supplier will show the Charges and hours worked on each invoice issued.
3. Cl. 12.2 – 12.4.1 Framework Schedule 1 (Specification)shall be replaced with the below:

*12.2. Suppliers that are Employment Businesses can charge Transfer Fees as long as, during or following the most recent Assignment of the relevant Temporary Work-Seeker, the Contracting Authority has first been given the option by the Supplier, to have that Temporary Work-Seeker supplied by the Supplier for a further period of eighteen (18) full weeks from when the Contracting Authority provides notice in writing (“the Extended Hire Period”) and the Contracting Authority has not utilised this option.* *12.3. The Supplier cannot charge a Transfer Fee when an Assignment’s duration is twenty six (26) Working Weeks or more, providing the Contracting Authority has given the appropriate notice period (“the Extended Hire Period”) of at least eighteen (18) weeks.* *12.4. A Supplier of Temporary Work-Seekers can only charge Transfer Fees in accordance with paragraphs 12.9 to 12.12, where the transfer takes place within:* *12.4.1. Eight (8) weeks from the start of the first Assignment with the Contracting Authority* *12.4.1.1. If the Contracting Authority makes a Temporary Worker permanent within the first eight (8) weeks of an Assignment.* *12.4.1.2. From week eight (8), the Contracting Authority may utilise the extended hire period of 18 weeks and no transfer fee will be payable.* *12.4.1.3. A Contracting Authority may provide the appropriate notice period anytime up to the end of the eighth working week and take the Temporary Worker permanently without a Transfer Fee at the end of twenty six (26) Working Weeks. For example, if notice was given at week (six) 6, then the notice period would be twenty (20) weeks, taking it to the end of twenty six (26) working weeks.* *12.4.2 Eight (8) weeks from the end of any Assignment* 1. For the avoidance of doubt Joint Schedule 1 (Definitions) Clause 1.4 “Temporary Work-Seeker” shall apply “b) Any worker supplied to a Contracting Authority under this Framework Contract on a temporary basis, by a Supplier acting as an Employment Business, being a person who carries on business of their own account, through a limited company or otherwise and who works under supervision and direction of the Contracting Authority”
2. The Parties acknowledge that for the purposes of the Data Protection Legislation, under these Call Off Terms the Parties are independent Data Controllers of Personal Data. For the avoidance of doubt, Joint Schedule 11 Clauses 2 – 16 shall not apply.
3. For the avoidance of doubt the Parties agree that Core Terms Clause 4.11 does not prevent the Supplier from raising genuine queries in relation to invoices or from working with CCS or the Contracting Authority to resolve invoicing issues.
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| **PART 4: PERFORMANCE OF THE SERVICES AND DELIVERABLES** |
| **PART 4.1: Key Personnel of the Service Provider to be involved in the Services and Deliverables:** |  |
| **PART 4.2: Sub-Contractors to be involved in the Services and Deliverables:** | Not Applicable |
| **PART 5: CONFIDENTIAL INFORMATION** |
| **PART 5.1:** **The following information shall be deemed Commercially Sensitive Information or Confidential Information:** | Not Applicable |

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Contracting Authority to provide to the Contracting Authority the Services specified in the Service Order Requirements set out in this Order Form [(together with where completed and applicable, the further-competition order (additional requirements)] incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Contract between the Supplier and the Authority.

**For and on behalf of the SUPPLIER:**

|  |  |
| --- | --- |
| **NAME:** |  |
| **TITLE:** |  |
| **SIGNATURE:** |  |
| **DATE:** |  |

**For and on behalf of the CONTRACTING AUTHORITY:**

|  |  |
| --- | --- |
| **NAME:** |  |
| **TITLE:** |  |
| **SIGNATURE:** |  |
| **DATE:** |  |