

RM6160: Non Clinical Temporary and Fixed Term Staff (Short Form)

Order Form Template (Short Form)
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For help with completing this Order Form please refer to the Short Order Form FAQ's [here](#)

Guidance:

This Order Form, when completed and signed by both you (the Contracting Authority) and the Supplier, forms a Call-Off Contract from CCS framework RM6160, Non Clinical Temporary and Fixed Term Staff. Signing the Order Form ensures that both parties are able to compliantly use the terms and conditions agreed from the procurement exercise.

You can complete and execute a Call-Off contract by using an equivalent document or electronic purchase order system. If an electronic purchasing system is used, the text below must be copied into the electronic order form.

Order Form Template

This Order Form is for the provision of the Call-Off Deliverables. It is issued under the **Framework Contract RM6160**: Non Clinical Temporary and Fixed Term Staff.

Contracting Authority Name	Competition and Markets Authority
Contracting Authority Contact	[REDACTED]
Contracting Authority Address	The Cabot 25 Cabot Square London E14 4QZ
Invoice Address (if different)	invoices@cma.gov.uk

Supplier Name	Hays Specialist Recruitment Limited
Supplier Contact	[REDACTED]
Supplier Address	4th Floor 20 Triton Street, London, United Kingdom, NW1 3BF (company number 00975677)

Framework Ref	RM6160: Non-Clinical Temporary and Fixed Term Staff
Framework Lot	LOTS 1,2,3,4
Call-Off (Order) Ref	PROC-166-2020
Order Date	28/06/2020
Call off Start Date	28/06/2020
Call-Off Expiry Date	27/06/2022
Extension Options	Up to two one-year extensions (subject to agreement of both parties in writing)
GDPR Position	Independent Controller

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Number of roles required:	Will be included in the contingent labour briefing form and agreed at point of supply
Number of CV's required:	Will be included in the contingent labour briefing form and agreed at point of supply
Job role / Title	Will be included in the contingent labour briefing form and agreed at point of supply
Temporary or Fixed Term Assignment	Will be included in the contingent labour briefing form and agreed at point of supply
Hours / Days required	37 hours per week
Unsocial hours required – give details	N/A
High cost area supplement details	Inner London, will be included in the contingent labour briefing form and agreed at point of supply – if not Inner London
Immunisation requirements? (Fee type 1 only)	N/A

Pay band	Will be included in the contingent labour briefing form and agreed at point of supply	
Fee Type	2. Non-Patient Facing (Disclosure) 3. Non-Patient Facing (No Disclosure)	
Expenses to be paid or benefits offered	N/A	
Expenses to be paid by Temporary Worker	N/A	
Charge rates	Pre-AWR	Post-AWR
Pay to Worker(s)	To be agreed at point of supply	
Total Charge		
CHARGES PAYABLE BY CONTRACTING AUTHORITY (The Contracting Authority confirms that the pay to the Temporary Worker will reflect the comparator rate under AWR and full holiday entitlement from day 1 of the assignment of 25 days excluding bank holidays	
Acceptance prior to payment	Approval of a timesheet by the Contracting Authority will constitute acceptance.	
Charges and Method of payment	Invoices will be issued weekly with charges as per the Framework Agreement.	
Discounts applicable	AS PER FRAMEWORK	

Criminal records check	<p>Yes Basic level criminal record check will be conducted as part of BPSS. If a higher level (standard or enhanced) check is required to be agreed at point of supply.</p> <p>Disclosure Type & Number, Date Issued: DD/MM/YY:</p> <p>If the DBS update service has been used, date of last check: DD/MM/YY</p>
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	To be agreed at point of supply
BPSS required	Yes
State required clearance and background checking	BPSS required for all candidates
Skills, mandatory training and qualifications necessary for the role	Will be included in the contingent labour briefing form Candidates will be required to sit mandatory online security training

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CALL-OFF INCORPORATED TERMS

The Call-Off Contract, Core Terms and Joint Schedules' for this Framework Contract are as agreed between the Supplier and the Authority.

CALL-OFF DELIVERABLES

The requirement

The requirements to be delivered by the Supplier to the Contracting Authority in accordance with the Framework Specification during the specified Call-Off Period:

The activities of the Supplier shall be agreed by the parties writing and will include the activities below:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- Screen/interview applications and candidates for suitability against the role.
- Submit suitable pre-screened/ verified candidates to the Contracting Authority adhering to an agreed conduit, format, content and deadline
- Liaise with Contracting Authority recruitment team to arrange interviews and assessments
- Relay feedback and status updates to all candidates that formally enter the Contracting Authority recruitment process
- Provide an excellent experience to all applicants/candidates and ensure that the Contracting Authority's reputation is upheld

Additional requirements

- One purchase order will be raised per invoice.
- [REDACTED]

Variations to Call-Off Terms and Conditions

(i) The Parties agree that, where a Fixed Term Assignment will be placed with a Central Government Contracting Authority, under this Agreement, Framework Schedule 1 Clause 5.6 shall be replaced with the below:

For Central Government Contracting Authorities, the Supplier shall ensure that Fixed Term Work-Seekers supplied are compliant with the following requirements as specified in the Cabinet Office Baseline Personnel Security Standard. Verification of:

- Identity

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- Nationality and Immigration Status
- Employment history (past 3 years)

For the avoidance of doubt, this variation shall not apply to Temporary Work-Seekers placed with a Central Government Contracting Authority, under this Agreement.

(ii) 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.

(iii) Cl. 12.2 – 12.4 of 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: Eight (8) weeks from the start of the first Assignment with the Contracting Authority; or if the Contracting Authority engages the Temporary Work-Seeker as a permanent employee or a Temporary Work-Seeker within the first eight (8) weeks of an Assignment.

12.4.1 From week eight (8), the Contracting Authority may utilise the extended hire period of 18 weeks and no transfer fee will be payable.

12.4.2. A Contracting Authority may provide the appropriate notice period anytime up to the end of the eighth working week and take the Temporary Work-Seeker 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.

12.4.3 A Supplier of Temporary Work-Seekers can charge Transfer Fees in accordance with paragraphs 12.9 to 12.12, where the transfer takes place within Eight (8) weeks from the end of any Assignment with the Contracting Authority; or if the Contracting Authority engages the Temporary Work-Seeker as a permanent employee or a Temporary Work-Seeker within eight (8) weeks from the end of an Assignment.

12.4.4 If a Contracting Authority wishes to engage the Temporary Work-Seeker as Fixed-Term Work-Seeker then the Supplier shall charge a fee in accordance with Framework Schedule 3 (Framework Prices) for the transfer to a fixed term engagement in addition to the Temporary Work-Seeker fee.

(iv) 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"

(v) 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.

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(vi) 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.

PERFORMANCE OF THE DELIVERABLES

Key Staff
[REDACTED]
Key Subcontractors
N/A

For and on behalf of the Supplier:		For and on behalf of the Contracting Authority:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Managing Director	Role:	Chief Operating Officer
Date:	18/2/2021	Date:	26/11/2020