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

## **Order Form**

CALL-OFF REFERENCE: RM6277- Non-Clinical Staffing, Call-Off Reference

Lot 2 – Corporate Functions

THE BUYER: Department for Business & Trade

BUYER ADDRESS Old Admiralty Building, Westminster, London,

SW1A 2BL

THE SUPPLIER: Green Park Interim & Executive Limited

SUPPLIER ADDRESS: Partnership House, 4<sup>th</sup> Floor Carlise Place,

London, SW1P 1BX

**REGISTRATION NUMBER:** 

**DUNS NUMBER:** 

SID4GOV ID: N/A

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.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.** 

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2<sup>nd</sup> June 2023.

It's issued under the Framework Contract with the reference number RM6277 for the provision of Non Clinical Staff.

CALL-OFF LOT(S): Lot 2 - Corporate Functions

Framework Ref: RM6277 Project Version: v1.0 Model Version: v3.8

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## **CALL-OFF INCORPORATED TERMS**

This is a Bronze Contract.

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) RM6277
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6277
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 7 (Financial Difficulties including Annex 5 Optional Terms for Bronze Contracts)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6277
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
- 4. CCS Core Terms (version 3.0.11)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6277

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 after the date of signature, or presented at the time of delivery.

CALL-OFF START DATE: 01/06/23.

CALL-OFF EXPIRY DATE: 31/05/24

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#### CALL-OFF DELIVERABLES

The provision of Non-Clinical Temporary staff or any other temporary staff or fixed term workers in accordance with Framework Schedule 1 (Specification).

The Supplier must manage the onboarding, including compliance and security checks, and payrolling of the Buyer's overseas contractors/temporary workers identified in Schedule 6 of this Short Order Form. It should be noted that the number and names of these workers may change during the contract.

## 1. Security checks and on-boarding:

Pursuant to paragraph 6.1 and 6.8 of the Framework Specification:

- The Supplier must carry out all Pre-Employment Checks. Within two weeks of
  the signature of this Call-Off Contract the Supplier shall produce an Overseas
  Pre-Employment Template with supporting guidance to ensure that the PreEmployment Checks that are carried out by the Supplier consistently follow
  best practice and provide a record of the checks that were carried out. The
  Overseas Pre-Employment Template and guidance will be signed off by the
  Buyer.
- The Supplier must carry out all future Pre-Employment Checks for overseas contractors/temporary workers in accordance with this Call-Off Contract and the agreed guidance set out in the Overseas Pre-Employment Template within one month of the signature of this Call-Off Contract.
- The Supplier must transfer the records of the previous Pre-Employment Checks carried out for existing overseas contractors/temporary workers into the Overseas Pre-Employment Template within two months of the signature of this Call-Off Contract.

The following 'Overseas Pre-Employment Checks' outlined below will need to be completed before onboarding overseas contractors/temporary workers by the Supplier. This shall include:

- a. **Proof of Right to work:** Passport/Visa/Work permit for the country of the vacancy. The Supplier is required to ensure the nationality is determined and immigrations status check confirms the overseas contractors/temporary workers have the relevant clearance to work in the country they are posted in. This will need to be checked for both nationals of the country and third country nationals.
- b. **Proof of Identity**: Passport / Driving licence / National Identity Card; The Supplier is required to verify and authenticate ID documents both virtually and/or physically where possible.
- c. **Proof of address:** Dated within the last 3 months of the date of the onboarding check; The Supplier will be required to obtain 2 different types of acceptable hard copy documents as evidence i.e Bank statements, Utility Bills. Online versions will not be accepted.

- d. **Overseas Police check:** The overseas contractors/temporary workers is required to get a hard copy of a Police Certificate/ Statement from the country they are based in as well as any country they have spent 6 months or more in within the last 3 years of the date of the onboarding check; The Supplier is required to verify relevant documents with the issuing authority and where necessary obtain official translations.
- e. **References**: the past 3 years' worth of employment as well as a personal/gap references for any gaps of over a month within this time; The Supplier will be required to log a record of all questions and answers for references completed either by phone or virtually.
- f. Ensure a Signed conflict of interest form is completed by all overseas contractors/temporary workers: This would also require sign off from the line manager and their respective business areas Director (or equivalent to Senior Civil Servant);
- g. The Supplier will need to ensure all overseas contractors/temporary workers individual contracts with the Supplier contain the required policies (listed below) so that all overseas contractors/temporary workers are informed and understand their responsibilities whilst working with the Buyer's; this also includes the supplier being responsible for informing all overseas contractors/temporary workers within their respective contracts of possible DBT mandatory E-learning training that may also need to be completed as set out in 6.17 6.19 of the Framework Specification and also listed below:
- Data Protection Policy's: <u>UK's Data Protection Act 2018 or DPA 2018</u> and General Data Protection Regulation (EU) 2016/679 or GDPR
- DIT Information Security Policy
- Acceptable Usage Policy
- Remote Working Policy
- Information Classification and Data Handling Guidance
- Data Processing Policy
- Data Sharing Policy
- Data Breach Policy
- Discipline Policy

The supplier will be responsible for tracking all Overseas contractors/temporary workers have completed the relevant mandatory E-learning and ensure respective line managers are informed if it is not completed within the agreed timescales. For avoidance of doubt the Supplier will not be responsible for covering any costs associated with mandatory training required by the Buyer.

- h. **Obtain and verify proof of latest tax declaration:** All overseas contractors/temporary workers must show the latest proof/evidence (equivalent/similar to a P60 letter) from the respective countries authorised tax authority that they have paid taxes in the country they are based in;
- I. Ensure an overseas tax declaration form is completed; as set out in 5.22 of the Framework Specification: overseas contractors/temporary workers must sign a declaration to state they will pay the appropriate taxes required of them to the relevant tax authorities whilst working in their role with the Buyer. The form also indemnifies the Supplier and the Buyer of any tax liability owed/due;

## j. Verify proof of bank details:

- i. If the overseas contractors/temporary workers wants to be paid into an international account, the overseas contractors/temporary workers must provide proof that it the account is registered in the country they are based in.
- ii. If the overseas contractors/temporary workers wants to be paid into their own company in that country, the overseas contractors/temporary workers must provide proof of their company documents and proof of business banking details.
- iii. If the overseas contractors/temporary workers wants to be paid into a UK based business account, the overseas contractors/temporary workers must provide a confirmation of where they're domiciled for tax purposes and any additional UK tax implications they may incur.
- k. Pursuant to paragraph 6.35 and in accordance with paragraph 7.1 of the Framework Specification The Supplier will need to ensure all overseas contractors/temporary workers records are reviewed and updated with the latest documentation including recording any change in overseas contractors/temporary workers circumstances whilst working with the Buyer.

## 2. Payrolling:

- a. The Supplier must enable the overseas contractors/temporary workers to submit timesheets for the Buyer's to approve during the first 5 working days of the month. Timesheets should be sent to the delegated individual specified by the Buyer for approval.
- b. The Supplier must invoice the Buyer monthly in arrears following receipt of approved timesheets. Invoices should be uploaded to SharePoint as directed by the Buyer.

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- c. The Supplier must agree the 20<sup>th</sup> day of each calendar month as a suitable payment date with all the overseas contractors/temporary workers and ensure that payments are made on time and in full as agreed between the relevant hiring manager and the Supplier.
- d. Overseas contractors/temporary workers classed as Dealmakers will be required to deliver against a set of deliverables to be paid each payment listed in their individual fee schedules. Dealmakers are paid a [REDACTED] day rate meaning if a Dealmaker is due [REDACTED] in a month, they will be required to submit 7.5 days for approval. The same process is required for Retention Performance Payments, for example if the Retention Performance Payment is [REDACTED] then the Dealmaker will be required to submit 15 days for approval.
- e. Aside from the Dealmakers all other overseas contractors/temporary workers (including Specialist) will be paid based on days worked per month.
- f. Expenses are paid following claims under the Buyer's Travel & Subsistence Policy (for Inside IR35 workers only; expenses must be included within total fees upfront (prior to engagement commencing) under Outside IR35/SoW contracts) and must submitted through the Supplier's timesheet system.

## 3. Additional Services:

a. The Supplier must provide - ditprofessionalservices@trade.gov.uk and resourcing@trade.gov.uk - a monthly report including each workers' full name, country where each overseas contractors/temporary workers is based, the Statement of Work (SoW) contract/fixed fee total value (and value paid to date) or day rate, and engagement start and end dates.

#### **GDPR POSITION**

As set out in Joint Schedule 11 (Processing Data).

## MAXIMUM LIABILITY

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

## CALL-OFF CHARGES - Overseas contractors/temporary workers

Candidate	Job Title	Current	Current	A: Day Rate	B: GP Service	C:	Contract Value
Name		Contract	Contract	(or	Fee Per Day	Estimated	((A+B) x C)
		Start	<b>End Date</b>	equivalent)	contactor	Days of	
		Date			works (£)	Allocation	
[REDACTED]	Overseas Dealmaker	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Overseas Dealmaker	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Overseas Dealmaker	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Overseas Dealmaker	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Overseas Dealmaker	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Overseas Dealmaker	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Overseas Dealmaker	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Overseas Dealmaker	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Interim Business Consultant	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Aerospace- Market Specialist	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Corp. Venture Capitalist Specialist	01/06/23	31/05/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	USA Seafood Specialist	01/06/23	31/03/24	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
						Total	[REDACTED]

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PAYMENT METHOD
ACS payment via UKSBS

## **BUYER'S INVOICE ADDRESS:**

**UK SBS** 

[REDACTED]

Queensway House West Precinct Billingham TS23 2NF

ap@uksbs.co.uk

## **BUYER'S AUTHORISED REPRESENTATIVE**

Resourcing@trade.gov.uk
Old Admiralty Building,
Westminster,
London SW1A 2B

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

Partnership House, 4th Floor Carlise Place,

London, SW1P 1BX

## SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

Partnership House, 4th Floor Carlise Place,

London, SW1P 1BX

For and on b	ehalf of the Supplier:	For and on behalf of the Buyer:		
Signature:	[REDACTED]	Signature:	[REDACTED]	
Name:	[REDACTED]	Name:	[REDACTED]	
Role:	[REDACTED]	Role:	[REDACTED]	
Date:	5/6/23	Date:	5/6/23	