

**Crown Commercial Service**

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**WP2001 Call Off Order Form**

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## **FRAMEWORK SCHEDULE 4**

### **WP2001 CALL OFF ORDER FORM AND FURTHER COMPETITION CALL OFF TERMS**

#### **PART 1 – WP2001 CALL OFF ORDER FORM**

#### **SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Permanent Recruitment Solutions Framework: RM6002** dated **13 November 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	<b>WP2001</b>
From	<b>Cabinet Office (<i>Government Digital Service</i>) ("CUSTOMER")</b>  Cabinet Office. 1 Horse Guards Road, London SW1A 2HQ Cabinet Office: Government Digital Service. The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS.  <b>Names:</b> [REDACTED] <b>Role:</b> [REDACTED] <b>Email:</b> [REDACTED] <b>Phone Number:</b> [REDACTED]
To	<b>GatenbySanderson Limited ("SUPPLIER")</b>  14 King Street, Leeds, West Yorkshire, LS1 2HL. United Kingdom  <b>Company Number:</b> 04451141  <b>Name:</b> [REDACTED] <b>Role:</b> [REDACTED] <b>Email:</b> [REDACTED] <b>Phone Number:</b> [REDACTED]

## SECTION B

### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b>  <b>18 October 2021</b>
1.2.	<b>Expiry Date:</b>  End date of Initial Period <b>17 October 2022</b>  End date of Extension Period <b>17 January 2023</b>  Minimum written notice to Supplier in respect of extension: <b>4 weeks</b>

### 2. SERVICES

2.1

Services required:

Government Digital Service, part of Cabinet Office need a Executive Search and Candidate Assessment provide for SCS roles Government Digital Service, part of Cabinet Office is looking to fulfil.

Our Requirements are:

Requirements	Detail	Ranked importance
Digital Leadership	experience of recruiting senior digital leaders to organisations of varying scale and complexity, ideally within the public sector.	1
Capacity	Can begin three consecutive campaigns within the next month	2
Location	expertise in recruiting leadership roles across London/Manchester	3
Diversity	strategic approach to sourcing and appointing candidates from under	4

		represented groups	
	Assessments	can carry out staff engagement exercises & independent leadership assessments in house	5
	Costs	costs are in line with budget allocated	6
	GatenbySanderson proposal:  REDACTED - COMMERCIALLY SENSITIVE		

### 3. IMPLEMENTATION PLAN

<b>3.1</b>	<b>Implementation Plan:</b>  The Supplier shall provide the Customer with a draft Implementation Plan for Approval within 10 Working Days from the Call Off Commencement Date.
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### 4. CONTRACT PERFORMANCE

	<b>Standards:</b>  Please adhere to 'Civil Service Commissioning Recruitment Principles': <ul style="list-style-type: none"> <li>• <b>Link to Website:</b> <a href="https://civilservicecommission.independent.gov.uk/recruitment/recruitment-principles/">https://civilservicecommission.independent.gov.uk/recruitment/recruitment-principles/</a></li> <li>• <b>Link to Recruitment Principles 2018:</b> <a href="https://civilservicecommission.independent.gov.uk/wp-content/uploads/2019/03/02a_RECRUITMENT-PRINCIPLES-April-2018-FINAL-.pdf">https://civilservicecommission.independent.gov.uk/wp-content/uploads/2019/03/02a_RECRUITMENT-PRINCIPLES-April-2018-FINAL-.pdf</a></li> <li>• <b>Security Standards:</b> The security clearance required for this Call Off Contract is: BPSS</li> <li>• <b>Data Security:</b> All Supplier resources working on the project must be aware of and observe their obligations and responsibilities around confidentiality and protection of data as set out in the Terms and Conditions of this Call-Off Contract.</li> </ul>
	<b>Service Levels:</b>  Not applicable
	<b>Critical Service Level Failure:</b>  Not applied

	<b>Performance Monitoring:</b> See Annex 1 (Service and Key Performance Indicators)
	<b>Period for providing Rectification Plan:</b> In Clause 38.2.1(a) of the Call Off Terms

## 5. PERSONNEL

	<b>Key Personnel:</b> <b>Key personnel from GDS:</b> Names: [REDACTED] Role: [REDACTED] Email: [REDACTED] Phone Number: 07810182072  Name: [REDACTED] Role: [REDACTED] Email: [REDACTED] Phone Number: [REDACTED]  <b>Key Personnel from GatenbySanderson Limited</b> Name: [REDACTED] Role: [REDACTED] Email: [REDACTED] Phone Number: 07812150386
	<b>Relevant Convictions</b> (Clause 27.2 of the Call Off Terms): Not applicable

## 6. PAYMENT

	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  <b>The sum of £77,085.00 (excluding VAT). This is for 3 SCS roles.</b>  <b>The Estimated Year Call-Off Contract Charges could increase to £179,865 (excluding VAT), which is subject to Cabinet Office approval and a Contract Variation signed by both parties.</b>
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	<ul style="list-style-type: none"> <li>• <b>Core Fixed Fee:</b> £19,000 (excluding VAT). Breakdown of the fee per candidate:</li> <li>• <b>Retainer:</b> (invoiced to commence the search): £4,750 (excluding VAT)</li> <li>• Shortlist (invoiced upon the acceptance of at least 4 candidates): £4,750 (excluding VAT)</li> <li>• <b>Placement (invoiced upon candidates written acceptance of contract):</b> £9,500 (excluding VAT)</li> <li>• <b>Candidate Assessment:</b> (SSE, ILA, Panel briefing): £6,695 (excluding VAT) per candidate</li> </ul>
	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>A PO will be raised once the Contract has been signed. Please ensure you have the PO number and WP2001 on all invoices.</p> <p>The payment method for this Call-Off Contract is BACS monthly in arrears.</p> <p>Each invoice shall be accompanied by a breakdown of the deliverables and services in sufficient detail to enable the Customer to validate the invoice. Payment in full on receipt of deliverables and their acceptance by the customer</p>
	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted</p>
	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices will be sent to:</p> <div style="background-color: black; width: 100%; height: 40px;"></div>
	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>30 days from Call Off Contract Years from the Call Off Commencement Date</p>
	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>30 days from of each Call Off Contract Year during the Call off Contract Period</p>
	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £77,085.00 (excluding VAT). This is for 3 SCS roles.</p> <p>The Estimated Year Call-Off Contract Charges could increase to £179,865 (excluding VAT), which is subject to Cabinet Office approval and a Contract Variation signed by both parties.</p>
	<p><b>Supplier's limitation of Liability</b> (Clause 36.2.1 of the Call Off Terms);</p> <p>In Clause 36.2.1 of the Call Off Terms.</p>
	<p><b>Insurance</b> (Clause 37.3 of the Call Off Terms):</p> <p>In Clause 37.3 of the Call Off Terms.</p>

## 8. TERMINATION AND EXIT

	<p><b>Termination on material Default</b> (Clause 41.2.1(c) of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms.</p>
	<p><b>Termination without cause notice period</b> (Clause 41.7.1. of the Call Off Terms):</p> <p>In Clause 41.7.1 of the Call Off Terms</p>
	<p><b>Undisputed Sums Limit:</b></p> <p>In Clause 42.1.1 of the Call Off Terms</p>
	<p><b>Exit Management:</b></p> <p>Not applied</p>

## 9. SUPPLIER INFORMATION

	<p><b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b></p> <p>Not applicable</p>
	<p><b>Commercially Sensitive Information:</b></p> <ul style="list-style-type: none"><li>• Supplier Proposal: [REDACTED]</li><li>• Candidate Assessment Fee, [REDACTED]</li></ul>

## 10. OTHER CALL OFF REQUIREMENTS

	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E
	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
	<b>Security:</b> The Cabinet Office Security requirements shall apply
	<b>ICT Policy:</b> The Cabinet Office ICT Policy shall apply
	<b>Testing:</b>  In Call Off Schedule 5 (Testing)
	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10</b>	<b>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</b> Not applied
	<b>Protection of Customer Data</b> (Clause 34.2.3 of the Call Off Terms): Refer to 'Annex 2 – Processing Data'
	<b>Notices</b> (Clause 55.6 of the Call Off Terms): Customer's postal address and email address:  <b>Government Digital Service (GDS), Cabinet Office</b>  <b>Buyer's main address:</b> Cabinet Office, 1 Horse Guards Road, London, SW1A 2HQ.  <b>GDS:</b> The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS



	<p>Email Address: <a href="mailto:commissioning-digital@digital.cabinet-office.gov.uk">commissioning-digital@digital.cabinet-office.gov.uk</a> and [REDACTED]</p> <p>Supplier's postal address and email address:</p> <p><b>GatenbySanderson Limited:</b> 14 King Street, Leeds, LS1 2HL</p> <p>Email address : [REDACTED]</p>
	<p><b>Transparency Reports</b></p> <p>In Annex 3 (Transparency Reports)</p>
	<p><b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</b></p> <p>Not applicable</p>
	<p><b>Call Off Tender:</b></p> <p>As Outlined in 'Service 2' in WP2001 RM6002 Further Competition Call-Off Order Form V21.</p>

## 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: GatenbySanderson Limited**

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Name and Title	
Signature	
Date	

**For and on behalf of the Customer: Cabinet Office**

Name and Title	
Signature	
Date	

## **Annex 1: Performance Monitoring**

	<b>Key Performance Indicator (KPI)</b>	<b>KPI Target</b>	<b>Measured by</b>
<b>1. Operational Efficiency / Price Savings</b>	The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period via continuous improvement and innovation	<b>100%</b>	Confirmation by the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan
<b>2. Customer Satisfaction</b>	Services to be provided under Call-Off Agreements to the satisfaction of Customer	<b>100%</b>	Confirmation by the Authority of the Supplier's performance against customer satisfaction surveys
<b>3. Supplier Relationship Management</b>	The supplier to attend regular meetings with the Authority, at the Authority's discretion	100%	Confirmation by the Authority of the Suppliers attendance
<b>4. Further Competition</b>	The supplier shall submit a bid for a minimum of 1 in every 4 further competitions for which it is capable of meeting the specification	1:4	Confirmation from customer and e-sourcing tender data
<b>5. Reporting</b>	Provision of adhoc reports requested by the authority within agreed timescales	100%	Confirmation by the Authority reports have been received within timescales set

## **Annex 2 – Processing Data**

1. The contract details of the Authority Data Protection Officer is:

**Name:** [REDACTED]

**Email:** [REDACTED]

**Date:** 18 October 2021

<b>Contract Reference:</b>	<b>WP2001</b>
<b>Date:</b>	<b>18 October 2021</b>
<b>Description Of Authorised Processing</b>	<b>WP2001 Executive Search and Candidate Assessment for SCS roles</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	Managing the obligations under the Framework Agreement, including exit management, and other associated activities.
Duration of the processing	From the outset of the Framework Agreement date, and up to 7 years after the expiry or termination of the Framework Agreement in order to meet legal obligations.
Nature and purposes of the processing	To facilitate the fulfillment of the Buyer's obligations arising from this contract: recruit SCS level directors for Government Digital Service, part of Cabinet Office

Type of Personal Data	<b>All Data Subjects</b>  Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation  Tenure Information  Qualifications or Certifications  Nationality  Education & training history  Previous work history  Personal Interests  References and referee details  Driving license details  National insurance number  Bank statements  Utility bills  Job title or role  Job application details  Start date  End date & reason for termination  Contract type  Compensation data  Photographic Facial Image
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	<p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p> <p>Candidate Assessment</p>
Categories of Data Subject	Includes but not limited to: Candidate details, psychology assessment and GDS Staff
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	Not applicable

**Annex 3: Transparency Report**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Performance	To be part of 'Progress Report'	Word/ Google Docs/ PDF	Monthly
Charges	Invoice	PDF	On a monthly basis
Key Sub-Contractors	Not applicable	Not applicable	Not applicable
Technical	N/A	N/A	N/A
Performance management	To be part of 'Progress Report'	Word/ Google Docs/ PDF	Monthly