

PART 1 – 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 **Procurement of Recruitment Services**

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	CS22037
From	The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET ("CUSTOMER")
To	Capita Resourcing Ltd (Trading as Veredus), 65 Gresham Street, London, EC2V 7NQ, United Kingdom. ("SUPPLIER")

SECTION B**1. CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: Thursday 24 th March 2022
1.2.	Expiry Date: Friday 24 th March 2023 End date of Initial Period: Friday 24 th March 2023 End date of Extension Period: Not Applicable Minimum written notice to Supplier in respect of extension: Not Applicable

2. SERVICES

2.1	<p>Services required:</p> <p>Background to Requirement</p> <p>HM Land Registry (HMLR) is a non-ministerial department within England and Wales its responsibilities are to provide:</p> <ul style="list-style-type: none"> • a reliable record of information about ownership of and interests affecting land and property • owners with a land title, guaranteed by the government • a title plan that indicates general boundaries.
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Its ambition is to become the world's leading Land Registry for speed, simplicity and an open approach to data.

The current HMLR Chair reaches the end of his appointment term in August 2022, therefore we are recruiting a replacement. The role is high profile and there is an imperative to find a Chair with strong credentials to lead the board in delivering HMLR's commitments on digital and operational transformation, service delivery and customer care. The HMLR Board is well balanced and high performing and needs a Chair who can lead and inspire its members. To drive through the operational improvements and digital transformation necessary to reduce the backlog and improve the customer experience, we will need a candidate with significant experience of delivering those changes in large and complex organisations..

All appointments to HMLR's Board are regulated by the Office of the Commissioner for Public Appointments (OCPA) and undertaken in line with the Governance Code on Public Appointments.

<https://www.gov.uk/government/publications/governance-code-for-public-appointments>.

Considering the requirement to find a strong and diverse pool of candidates with the skills and experience required for the role, we believe it will be necessary to use recruitment consultants to facilitate a sufficiently creative search strategy and to tap pools of suitable candidates who might not naturally apply for roles on public sector boards.

Further information on HMLR can be found at [HMLR](#).

1. Expression or Acronym	2. Definition
3. BEIS or "the Authority"	4. means the Department for Business, Energy & Industrial Strategy
5. HMLR	6. means HM Land Registry
7. UKGI or "the Agent"	8. means UK Government Investments Ltd
9. NEBM	10. means Non Executive Board Member
11. NED	12. means Non Executive Director

We are seeking to procure an executive search firm to find a high-calibre Non-Executive Chair who is capable of supporting and challenging the HMLR executive team as well as leading the Board. A search partner with extensive expertise of marketing Non-Executive Director (NED) roles to attract a high-quality pool of diverse candidates is essential in filling this important position.

We anticipate the successful supplier will provide an end to end executive search function including using their proprietary network of contacts in

relevant private sector and listed companies to identify and develop candidate leads, advising on and managing advertisement of the role via a range of specialist media and search services, confidential candidate engagement and “selling” of the opportunity, candidate profiling, assessment for long and short-list stages including briefing the panel ahead of interviews, due diligence / referencing ahead of interview and appointment, and candidate management throughout the process.

Detailed below is the draft outline job specification, it is expected that the successful supplier will assist with the development of the full job description.

The successful candidate will have the personal credibility and professional abilities to lead the Board of HMLR and represent the organisation at the highest levels.

Essential criteria:

HMLR is seeking to appoint a new Non-Executive Chair possessing the following skills and capabilities:

- An outstanding record of board leadership and the ability to motivate and bring together board members with a wide and diverse skillset.
- A proven track record of driving leading and supporting the delivery of significant digital and operational transformation to deliver improved productivity and better customer experience, in a large complex organisation.
- A strong appreciation of the impact an organisations’ culture, diversity and inclusion has in successfully bringing about change.
- Excellent inter-personal skills, including the ability to build effective team relationships with board members, constructively challenge executives, and experience of managing complex senior stakeholder relationships.
- Strong strategic mindset with a proven ability to understand customer perspectives and communicate clearly and effectively to command the confidence of a range of audiences.
- An understanding of the public sector context, the environment in which government organisations operate, and an understanding of, and commitment to, the principle of Ministerial accountability and the values of public service.

Desirable criteria:

- A good understanding of corporate governance best practice in the private and public sectors.
- Exposure to the property sector at a senior level.
- An understanding and practical experience of how data can be used to support organisational innovation.

Aims and Objectives

<p>Procurement of an Executive Search firm to provide an end to end executive search service function to find a high-calibre Non-Executive Chair for HMLR.</p> <p>In addition to a strong demonstration of the relevant skills and experience for this post, it is important that the search optimises the diversity of candidates. Recent experience for non-executive roles, has demonstrated that it can be particularly difficult to attract diverse candidates to such posts. We are concerned with all forms of diversity, including ethnic, gender, disability, and other forms of non-visible diversity.</p> <p>Scope</p> <p>The successful Supplier is required to have the capacity to fully manage the executive search and selection activity in a public appointments context. Adhering to the role specification, they will be expected to advise the Authority and the Agent on candidate targeting and source candidates through market research, providing a long list and then a short list of prospective candidates as well as providing feedback to candidates.</p> <p>The Supplier shall ensure that the successful candidate has the capability to conduct a key role in helping HMLR to achieve its objectives, by providing independent oversight, constructive scrutiny, and challenge to the executive management team.</p> <p>The successful Supplier will also need to support the Authority's team and the candidates throughout any interviews, undertake any necessary referencing and pre-appointment checks, and ahead of the Authority making any recommendations to the relevant BEIS Minister.</p> <p>There will be no requirement for any psychometric testing of candidates.</p> <p>In the event of the searches for the roles advertised being unsuccessful, the supplier will re-run the search(es) free of charge at no further cost.</p> <p>The period of the agreement will be up to twelve months.</p> <p>Requirement</p> <p>The Authority requires all of the following services to deliver the requirement:</p> <ul style="list-style-type: none"> • Assistance in refining the search criteria and the design and placement of the appropriate adverts; • Extensive search in the UK, and where appropriate, internationally, head hunting and management of the external advert, advising to the extent required and the development of mitigating actions or activities should the pool of candidates appear limited; • Weekly updates on progress (usually virtually via MS Teams); • Administration of applications (including acquisition of diversity and equality information);
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	<ul style="list-style-type: none"> • Sifting of applications to produce a long-list of recommendations; • Interviews of long-listed candidates to provide recommended shortlist supported by candidate profiles; • Potentially supporting briefings to senior officials or Ministers throughout the process; • Diary management and arranging timings and dates for meetings, informal conversations, and interviews (working with UKGI/BEIS executive assistants); • Assistance with preparation for final interview (which will be conducted by the Authority); • Responses handling, as approved by the Authority and / or its Agent; • Relevant due diligence on candidates at short listing stage and interview stages, and as otherwise required by the Authority, including obtaining detailed referencing. Relevant due diligence may include assessment of compliance with Principles of Public Life, and candidates' voluntary disclosure of information which could have, or could be perceived to have an impact on public confidence, candidate suitability, actual or potential conflict of interest, or embarrassment to government; • Liaising with candidates throughout the process, keeping them informed on progress, acting as an initial contact point for questions from candidates, and contacting unsuccessful candidates where directed to by the Authority; and • Providing analysis of the diversity of the candidate pool at each stage of the process. The diversity data returns shall be in the form appended at Annex 1 to the ITT. <p>The Authority will, in compliance with the General Data Protection Regulations, retain the long and short list and reserves the right to appoint from this at a later date within this contract should another opportunity arise.</p> <p>Diversity and Inclusion</p> <p>The Supplier will ensure an understanding of and fully support the Authority's requirement for a diverse and inclusive campaign. This should include developing innovative strategies which succeed in developing a strong and diverse candidate pool for the role.</p> <p>The Authority will require the candidate pool to be demonstrably strong and diverse before agreeing to proceed to long-list/short-list.</p> <p>The Supplier shall make reasonable efforts when undertaking the executive search to support the Public Appointments Diversity Action Plan</p>
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<https://www.gov.uk/government/publications/public-appointments-diversity-action-plan>).

The Supplier shall have an equality and diversity policy which addresses the prevention of unlawful discrimination and promotes equality and diversity within their own workforce and candidate pool.

The Supplier shall commit to the highest ethical and professional standards in all its activities and maintain elevated levels of compliance with all current equality legislation.

The Supplier shall commit to focusing its employment procedures and practices on maximising the potential of each of its employees.

Timetable

Indicative Timeline:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Targeting strategy	Within week 1 of Contract Award
2	Long list	Within 8 weeks of completion of milestone 1
3	Short list	Within 3 weeks of completion of milestone 2
4	Interview material provided within 7 working days of scheduled interviews	Within 7 working days of scheduled interviews
5	Interview guidance, suggested questions and candidate profiles	Within 7 working days of scheduled interviews
6	Due diligence undertaken (to include ongoing support during the recruitment and a final report on each shortlisted candidate)	Final report within 7 working days of scheduled interviews

Bidders are to note that advertisement costs will not form part of the tender cost, these will be managed in accordance with the Reimbursable Expenses as outlined in the Framework Terms and conditions should they be required when a role is being sought.

Payment

Fixed fee per appointment in accordance with RM6002 framework rate card. Staged Payments apply as follows:

- 25% Retainer
- 25% Shortlist
- 50% Candidate successfully placed

	<p>Terms and Conditions:</p> <ul style="list-style-type: none"> - The retainer becomes payable only if and when supplier is instructed to begin work on a given position; - The shortlist payment becomes payable only if and when the supplier presents and UKGI accepts a shortlist from the supplier for a given position. Acceptance of shortlist will not be unreasonably withheld. Shortlists must demonstrate adherence to Section 4 – Specification; - Placement fee becomes due when a candidate that was recruited by the supplier accepts an offer; - If the Authority directs the supplier to discontinue work, the supplier will remain entitled to any fees that have become due to that point (e.g. retainer, shortlist). <p>Bidders are to note that any requested modifications to the Call-off terms and conditions on the grounds of statutory and legal matters</p>
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3. IMPLEMENTATION PLAN

3.1.	<p>Implementation Plan:</p> <p>Not applied</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>N/A</p>
4.2	<p>Service Levels:</p> <p>Not applied</p> <p>Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms):</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied.</p>
4.4	<p>Performance Monitoring:</p> <p>In Part B of Call Off Schedule 6 (Service Levels and Performance Monitoring)</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 38.2.1(a) of the Call Off Terms</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p>
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	<ul style="list-style-type: none"> • ██████████ – UKGI • ██████████ - Capita Resourcing Ltd (Trading as Veredus)
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): As identified in clause 27.2

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>The Total value of this contract shall not exceed ██████████ excluding VAT in alignment with AW5.2 Price Schedule within 10.12 Call off Tender.</p> <p>Fixed fee per appointment in accordance with RM6002 framework rate card.</p> <p>Staged Payments apply as follows:</p> <ul style="list-style-type: none"> - 25% Retainer - 25% Shortlist - 50% Candidate successfully placed - The retainer becomes payable only if and when supplier is instructed to begin work on a given position; - The shortlist payment becomes payable only if and when the supplier presents and UKGI accepts a shortlist from the supplier for a given position. Acceptance of shortlist will not be unreasonably withheld. Shortlists must demonstrate adherence to Section 4 – Specification; - Placement fee becomes due when a candidate that was recruited by the supplier accepts an offer; - If the Authority directs the supplier to discontinue work, the supplier will remain entitled to any fees that have become due to that point (e.g. retainer, shortlist). <p>Advertisement costs do not form part of the total contract value and shall be managed in accordance with the Reimbursable Expenses as outlined in the Framework Terms and conditions should they be required. Advertisement costs if required will be reimbursed only with the prior agreement of the customer.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p>

	<p>Fixed fee per appointment in accordance with RM6002 framework rate card.</p> <p>Staged Payments apply as follows:</p> <ul style="list-style-type: none"> - 25% Retainer - 25% Shortlist - 50% Candidate successfully placed - The retainer becomes payable only if and when supplier is instructed to begin work on a given position; - The shortlist payment becomes payable only if and when the supplier presents and UKGI accepts a shortlist from the supplier for a given position. Acceptance of shortlist will not be unreasonably withheld. Shortlists must demonstrate adherence to Section 4 – Specification; - Placement fee becomes due when a candidate that was recruited by the supplier accepts an offer; - If the Authority directs the supplier to discontinue work, the supplier will remain entitled to any fees that have become due to that point (e.g. retainer, shortlist). <p>Advertisement costs do not form part of the total contract value and shall be managed in accordance with the Reimbursable Expenses as outlined in the Framework Terms and conditions should they be required. Advertisement costs if required will be reimbursed only with the prior agreement of the customer.</p> <p>Invoices to be sent to:</p> <p>The Department for Business, Energy and Industrial Strategy, C/O UK SBS, Queensway House, West Precinct, Billingham, TS23 2NF or email finance@services.ukpbs.co.uk</p> <p>Invoices shall be paid via BACS upon receipt of valid invoice and Purchase Order</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted – advertising costs only, which will be reimbursed only with the prior agreement of the customer and if required as outlined in Section 4 Specification</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing):</p> <p>The Department for Business, Energy and Industrial Strategy c/o UK SBS, Queensway House, West Precinct, Billingham, TS23 2NF or email finance@services.ukpbs.co.uk</p>

	Invoices shall be paid via BACS, 30 days from valid invoice received and Purchase Order
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The full duration of the contract
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: N/A
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

7. LIABILITY AND INSURANCE

7.1	Estimated Call Off Contract Charges: The sum of ██████ excluding VAT on Contract Award
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); In Clause 36.2.1 of the Call Off Terms
7.3	Insurance (Clause 37.3 of the Call Off Terms): Clause 37 of the Call Off Terms applies.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms): In Clause 41.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period In Clause 41.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 42.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

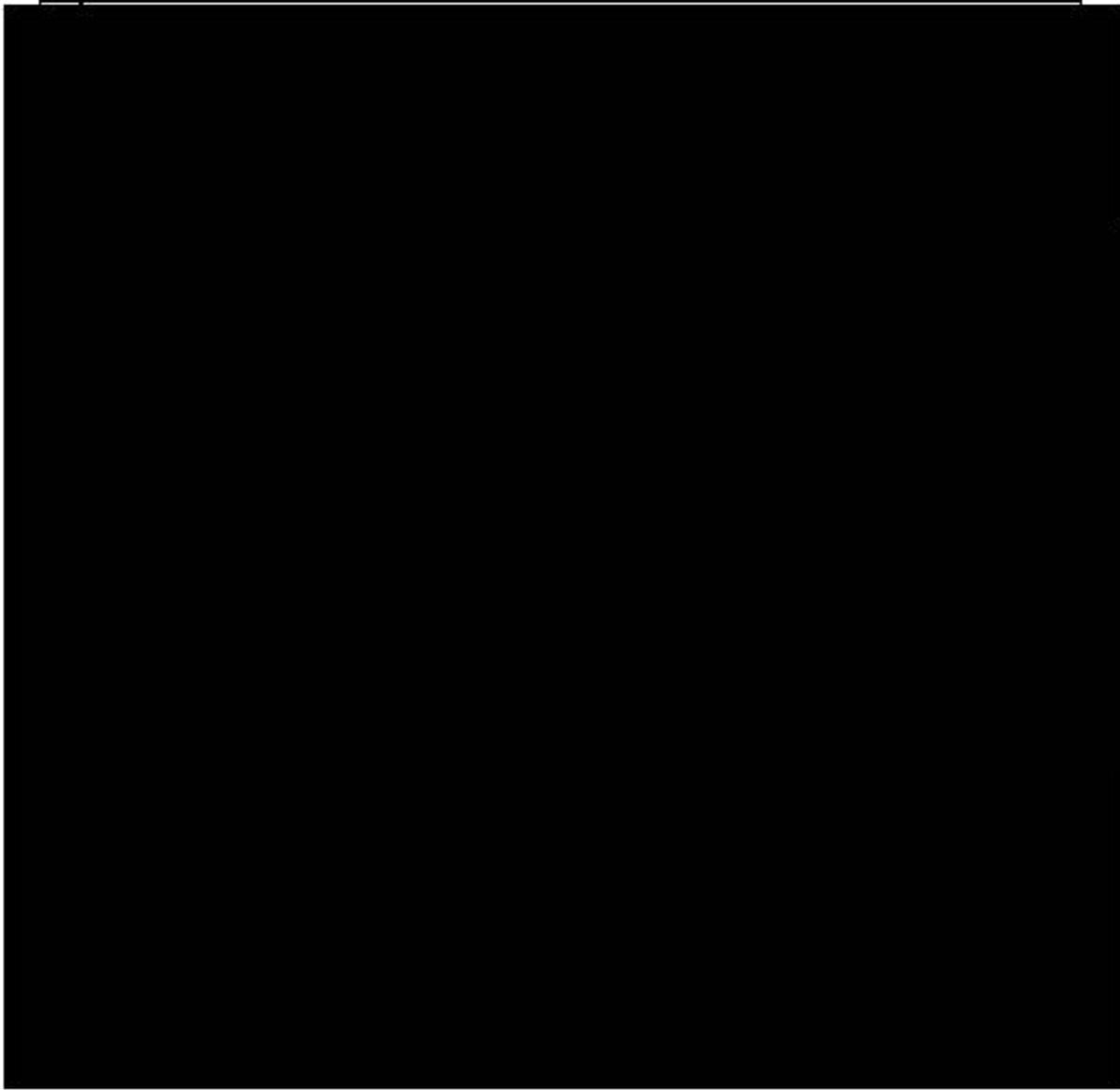
9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: N/A
9.2	Commercially Sensitive Information: Fees - Commercially Sensitive

10. OTHER CALL OFF REQUIREMENTS

1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C – 18/02/2022 Recital D – 02/03/2022
2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
3	Security: Select short form security requirements
4	ICT Policy: Not applied
5	Testing: Not applied
6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
7	Failure of Supplier Equipment (Clause 32.8 of the call off Terms): Not applied
8	Protection of Customer Data (Clause 34.2.3 of the Call Off Terms): Format to be agreed
9	Notices (Clause 55.6 of the Call Off Terms): Customer's postal address and email address: Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET and by email to [REDACTED] Supplier's postal address and email address: Capita Resourcing Ltd (Trading as Veredus), 65 Gresham Street, London, EC2V 7NQ, United Kingdom and by email to : [REDACTED]
10	Transparency Reports Not applied.

1	Alternative and/or additional provisions (including any Alternative and/or
1	Additional Clauses under Call Off Schedule 14):
	N/A



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	[REDACTED]
Signature	[REDACTED]
Date	21/04/2022

For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	22/04/2022