

Crown Commercial Service

Call Off Order Form

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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 a Head-Hunter to Source 3 Non-Executive Directors (NEDs) for the Navy Board dated 29 September 2022.

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	704680450	
From	("CUSTOMER")	Ministry of Defence
To	("SUPPLIER")	GatenbySanderson Limited

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date:	29 September 2022
1.2.	Expiry Date:	29 March 2024 End date of Initial Period: 29 March 2024 End date of Extension Period N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1.	Services required:	In Call Off Schedule 2 (Services)
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3. IMPLEMENTATION PLAN

3.1.	Implementation Plan:	Not Applicable
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4. CONTRACT PERFORMANCE

4.1.	Standards:	Not Applicable Risk Assessment Ref: RAR-662453553 Cyber Risk profile is N/A
4.2	Service Levels:	Not Applicable
4.3	Critical Service Level Failure:	Not Applicable
4.4	Performance Monitoring:	Not Applicable
4.5	Period for providing Rectification Plan:	In Clause 38.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel:	Not Applicable
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms):	Not Applicable

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):	<p>Payment for Contractor Deliverables will be made by electronic transfer via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool/EXOSTAR.</p> <p>The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.</p> <p>Payment profile in Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
6.3	Reimbursable Expenses:	Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off	Navy Commercial

	Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	4 Deck Navy Command Headquarters Leach Building Whale Island Portsmouth PO2 8BY
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	1 Call Off Contract Year from the Call Off Commencement Date
6.6	Supplier periodic assessment of Call Off Contract Charges	Not Applicable
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 Year 1 Call Off Contract Charges:	The sum of £49,999.80
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 Whichever is the greater, £1,000,000 or 150% of the Estimated Year 1 Call Off Contract Charges; £74,999.70
7.3	Insurance (Clause 37.3 of the Call Off Terms):	Not Applicable

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 (Clause Error! Reference source not found. of the Call Off Terms):	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:	Not Applicable
9.2	Commercially Sensitive Information:	Not Applicable

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):	Recitals B to E Recital C - date of issue of the Statement of Requirements: 5 August 2022 Recital D - date of receipt of Call Off Tender: 2 September 2022
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):	Not required
10.3	Security:	Select short form security requirements
10.4	ICT Policy:	Not applied
10.5	Testing:	Not applied
10.6	Business Continuity & Disaster Recovery:	Not applied
10.7	Failure of Supplier Equipment (Clause 32.8 of the call off Terms:	Not applied
10.8	Protection of Customer Data (Clause 34.2.3 of the Call Off Terms):	Not Applicable
10.9	Notices (Clause 55.6 of the Call Off Terms):	Customer's postal address and email address: Navy Commercial 4 Deck Navy Command Headquarters Leach Building Whale Island Portsmouth PO2 8BY tsz.liu100@mod.gov.uk

		Supplier's postal address and email address: GatenbySanderson Limited ██████ ████ ██████ ██
10.10	Transparency Reports	Not Applicable
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):	Not Applicable
10.12	Call Off Tender:	In Schedule 15 (Call Off Tender)



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	
Signature	
Date	29/09/2022

For and on behalf of the Customer:

Name and Title	
Signature	
Date	29/09./2022

CALL OFF SCHEDULE 2: SERVICES

1. INTRODUCTION

1.1 This Call Off Schedule 2 specifies the:

1.1.1 Services to be provided under this Call Off Contract, in Annex 1;
and

1.1.2 NOT USED

ANNEX 1: THE SERVICES

Statement of Requirements

BLUF

1. A head-hunter is required to find three Non-Executive Director (NED) for the Navy Board.

Background

2. Since May 2021 the Navy Board has had only four NEDs, vice the 5 listed in the Board Terms of Reference. A recruitment campaign for a new NED in 2021 was unsuccessful in identifying a suitable candidate. Over 40 applied, but they lacked the background and diversity necessary for the role. The PUS Office in MoD were also approached to discuss the potential of a direct appointee who was reserve for the Defence Board NED role, but that individual withdrew their application due to other commitments. With the gap on the board and the end of appointment term due for two individuals in December 22 it is now necessary to actively recruit.

Requirement

3. **Description of Work.** The RN needs a head-hunter to find suitable candidates for three roles as Navy NEDs. One to start immediately and one in December 22. A third NED will be recruited within 12 months. The security clearance may take up to 6 months therefore confirmation of appointment prior to start date is essential. The staggered start allows for onboarding of one candidate prior to the departure of two experienced NEDs.
4. The head-hunter to meet with 1SL to understand the role, required skillset and background and the need for a diverse candidate to provide reasonable challenge as well as their experience and assistance to the Royal Navy.
5. Suitable candidates will bring a diverse background with experience in areas that support the RN's deliverables such as safety, risk and audit, cyber, technology, commercial, energy, environment, and sustainable development as well as proven experience of dealing with issues involving the strategic direction of organisations.

Candidates must demonstrate the following essential criteria.

- The ability to lead significant (in value, impact or reputational terms) change programmes.

- A wide knowledge of commercial and financial business practice and management; and an ability to grasp how these issues affect the Board and the RN/Defence's accountability to Parliament.
- The ability to provide an independent view and effective challenge to the Board - raising issues which merit further investigation - and helping to ensure the Board operates with an awareness of wider business standards.
- Proven experience of dealing with issues involving the strategic direction of organisations.
- An understanding of diversity issues, and the challenges in securing a balanced and representative workforce.
- Be capable of widening horizons within which the Board determines strategy and drive performance.

6. **Deliverables.** The head-hunter is to provide the Royal Navy with a shortlist of suitable candidates for 1SL to sift and interview for the role. Should the candidates be deemed unsuitable then more should be proffered until three candidates have accepted roles as RN NEDs.

7. After 1 month of contracted work if no suitable candidates have been identified the head-hunter must meet with 1SL to discuss a potential renegotiation of the recruitment criteria. A monthly statement of work carried out and a redacted list of candidates explored to be provided to the Contract Sponsor.

8. Should candidates fail to be identified after 3 months the head-hunter is to liaise again with 1SL to consider possible options.

9. Should 2 suitable candidates fail to be identified after 6 months then the contract will be considered lapsed on receipt of the sixth monthly statement.

10. **Contract Start Date and Duration.** 29 September 2022. 18 months.

11. **Security Considerations.** Information at Official level only. Head-hunter to retain personal information of potential candidates within their own IT, no access to MoD IT systems required.

ANNEX 2: THE NOT USED

CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

1. DEFINITIONS

1.1 The following terms used in this Call Off Schedule 3 shall have the following meaning:

"Indexation"	means the adjustment of an amount or sum in accordance with paragraph 11 of this Call Off Schedule 3;
"Indexation Adjustment Date"	has the meaning given to it in paragraph 11.1.1(a) of this Call Off Schedule 3;
"Review Adjustment Date"	has the meaning given to it in paragraph 10.1.2 of this Call Off Schedule 3;
"CPI"	means the Consumer Prices Index as published by the Office of National Statistics (http://www.statistics.gov.uk/instantfigures.asp); and
"Supporting Documentation"	means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.

2. GENERAL PROVISIONS

2.1 This Call Off Schedule 3 details:

- 2.1.1 the Call Off Contract Charges for the Services under this Call Off Contract; and
- 2.1.2 the payment terms/profile for the Call Off Contract Charges;
- 2.1.3 the invoicing procedure; and
- 2.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

3. CALL OFF CONTRACT CHARGES

3.1 The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule 3.

3.2 The Supplier acknowledges and agrees that:

- 3.2.1 in accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 3 to Framework Schedule 3 (Framework Prices and Charging Structure); and
- 3.2.2 subject to paragraph 8 of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

4. COSTS AND EXPENSES

- 4.1 Except as expressly set out in paragraph 5 of this Call Off Schedule 3(Reimbursable Expenses), the Call Off Contract Charges include all costs and expenses relating to the Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:
 - 4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
 - 4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

5. REIMBURSEABLE EXPENSES

- 5.1 If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Call Off Contract Charges under this Call Off Contract), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

6. PAYMENT TERMS/PAYMENT PROFILE

- 6.1 The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 3.

7. INVOICING PROCEDURE

- 7.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 7.6 of this Call Off Schedule 3 and in accordance with the provisions of this Call Off Contract.
- 7.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 7.3 below)):
 - 7.2.1 contains:
 - (a) all appropriate references, including the unique order reference number set out in the Call Off Order Form; and
 - (b) a detailed breakdown of the Delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Services relate, against the applicable due and payable Call Off Contract Charges; and
 - 7.2.2 shows separately:

- (a) not used;
 - (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and
- 7.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and
- 7.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.
- 7.3 If the Customer is a Central Government Body, the Customer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).
- 7.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
- 7.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
- 7.6 The Supplier shall submit invoices directly to the Customer's billing address set out in the Call Off Order Form.

8. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

- 8.1 The Call Off Contract Charges shall only be varied:
 - 8.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Legislative Change);
 - 8.1.2 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;
 - 8.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Continuous Improvement);
 - 8.1.4 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in

accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Benchmarking);

- 8.1.5 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 9 of this Call Off Schedule 3;
 - 8.1.6 where a review and increase of Call Off Contract Charges is requested by the Supplier and Approved, in accordance with the provisions of paragraph 10 of this Call Off Schedule 3; or
 - 8.1.7 where Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation", in accordance with the provisions in paragraph 11 of this Call Off Schedule 3.
- 8.2 Subject to paragraphs 8.1.1 to 8.1.5 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the number of Contract Years specified in the Call Off Order Form.

9. SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

- 9.1 Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.
- 9.2 Such assessments by the Supplier under paragraph 9 of this Call Off Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 12.1.5 of this Call Off Schedule 3 below.

10. SUPPLIER REQUEST FOR INCREASE OF THE CALL OFF CONTRACT CHARGES

- 10.1 If the Customer has so specified in the Call Off Order Form, the Supplier may request an increase in all or part of the Call Off Contract Charges in accordance with the remaining provisions of this paragraph 10 subject always to:
 - 10.1.1 paragraph 3.2 of this Call Off Schedule 3;
 - 10.1.2 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Call Off Contract Charges ("**Review Adjustment Date**") which shall be subject to paragraph 10.2 of this Call Off Schedule 3; and
 - 10.1.3 the Approval of the Customer which shall be granted in the Customer's sole discretion.
- 10.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the anniversary of the Call Off Commencement Date after the expiry of the period specified in paragraph 8.2 of this Schedule 3 during which the Contract Charges shall remain fixed (and no review under this

paragraph 10 is permitted). Thereafter any subsequent increase to any of the Call Off Contract Charges in accordance with this paragraph 10 of this Call Off Schedule 3 shall not occur before the anniversary of the previous Review Adjustment Date during the Call Off Contract Period.

10.3 To make a request for an increase of some or all of the Call Off Contract Charges in accordance with this paragraph 10, the Supplier shall provide the Customer with:

- 10.3.1 a list of the Call Off Contract Charges it wishes to review;
- 10.3.2 for each of the Call Off Contract Charges under review, written evidence of the justification for the requested increase including:
 - (a) a breakdown of the profit and cost components that comprise the relevant Call Off Contract Charge;
 - (b) details of the movement in the different identified cost components of the relevant Call Off Contract Charge;
 - (c) reasons for the movement in the different identified cost components of the relevant Call Off Contract Charge;
 - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - (e) evidence that the Supplier's profit component of the relevant Call Off Contract Charge is no greater than that applying to Call Off Contract Charges using the same pricing mechanism as at the Call Off Commencement Date.

11. INDEXATION

11.1 Where the Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation" the following provisions shall apply:

- 11.1.1 the relevant adjustment shall:
 - (a) be applied on the effective date of the increase in the relevant Call Off Contract Charges by way of Indexation ("**Indexation Adjustment Date**") which shall be subject to paragraph 11.1.2 of this Call Off Schedule 3;
 - (b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date;
 - (c) where the published CPI figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Customer and the Supplier shall agree otherwise;
 - (d) if the CPI is no longer published, the Customer and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula

that in either event will have substantially the same effect as that specified in this Call Off Schedule 3.

- 11.1.2 The earliest Indexation Adjustment Date will be the (1st) Working Day following the expiry of the period specified in paragraph 8.2 of this Call Off Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 11 is permitted). Thereafter any subsequent increase by way of Indexation shall not occur before the anniversary of the previous Indexation Adjustment Date during the Call Off Contract Period;
- 11.1.3 Except as set out in this paragraph 11 of this Call Off Schedule 3, neither the Call Off Contract Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations under this Call Off Contract.

12. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

- 12.1 Variations in accordance with the provisions of this Call Off Schedule 3 to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:
 - 12.1.1 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.1 of this Call Off Schedule 3;
 - 12.1.2 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.2 of this Call Off Schedule 3;
 - 12.1.3 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.3 of this Call Off Schedule 3;
 - 12.1.4 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.4 of this Call Off Schedule 3;
 - 12.1.5 on the dates specified in the Call Off Order Form where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.5 of this Call Off Schedule 3;
 - 12.1.6 on the Review Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.6 of this Call Off Schedule 3;
 - 12.1.7 on the Indexation Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.7 of this Call Off Schedule 3;

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule 3 to reflect such variations.

ANNEX 1: CALL OFF CONTRACT CHARGES

Deliverables in accordance with Statement of Requirements							
Item Number		Description	Delivery Date	Unit of Measurement	Quantity	Firm Price (£) Ex VAT – Per Item	Firm Price (£) Ex VAT – Total
1*	A	Provision of 1 x Non-Executive Director (NED) for the Navy Board Initial “retained” payment of 25%	November 2022	Per Item	1	£-----	£4,166.65
	B	Provision of 1 x Non-Executive Director (NED) for the Navy Board “shortlisted” payment of 25%	November 2022	Per Item	1	£ [REDACTED]	£ [REDACTED]
	C	Provision of 1 x Non-Executive Director (NED) for the Navy Board “Successfully Placed” payment of 50%*	November 2022	Per Item	1	£ [REDACTED]	£ [REDACTED]
2*	A	Provision of 1 x Non-Executive Director (NED) for the Navy Board Initial “retained” payment of 25%	December 2022	Per Item	1	£ [REDACTED]	£ [REDACTED]
	B	Provision of 1 x Non-Executive Director (NED) for the Navy Board “shortlisted” payment of 25%	December 2022	Per Item	1	£ [REDACTED]	£ [REDACTED]
	C	Provision of 1 x Non-Executive Director (NED) for the Navy Board “Successfully Placed” payment of 50%*	December 2022	Per Item	1	£ [REDACTED]	£ [REDACTED]
3*	A	Provision of 1 x Non-Executive Director (NED) for the Navy Board Initial “retained” payment of 25%	August 2023	Per Item	1	£ [REDACTED]	£ [REDACTED]
	B	Provision of 1 x Non-Executive Director (NED) for the Navy Board “shortlisted” payment of 25%	August 2023	Per Item	1	£ [REDACTED]	£ [REDACTED]
	C	Provision of 1 x Non-Executive Director (NED) for the Navy Board “Successfully Placed” payment of 50%*	August 2023	Per Item	1	£ [REDACTED]	£ [REDACTED]
*A rebate of 50% of the overall Item value is due from the supplier if the candidate leaves within the 6 months						Contract Value Total Price	£49,999.80

Item Number	Consignee Address (XY code only)
1-3	HM Naval Base Portsmouth
Item Number	Payment Schedule
1-3	Payment to be made following successful delivery of each item in line with staged payment mechanism outlined in Note 1 above

ANNEX 2: PAYMENT TERMS/PROFILE

Payment for Contractor Deliverables will be made by electronic transfer via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool/EXOSTAR.

The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

Payment to be made following successful delivery of each item in line with staged payment mechanism outlined below:

A rebate of 50% of the overall Item value is due from the supplier if the candidate leaves within the 6 months.

Payment profile is outlined in Annex 1: Call Off Contract Charges.

CALL OFF SCHEDULE 15: CALL OFF TENDER

As per the Call Off Tender submitted by GatenbySanderson Limited on 2 September 2022 in response to the customer's Statement of Requirements.