**FORM OF CONTRACT**

This contract is made on the .......................day of......……….....................................2022

BETWEEN

1. Torbay Council of Town Hall, Castle Circus, Torquay, TQ1 3DR (the **“Customer”**); and
2. GatenbySanderson Limited whose registered office is 14 King Street, Leeds, LS1 2HL whose company number is 4451141 (the **“Service Provider”**)

WHEREAS the Customer wishes to have provided the following goods and/or services namely Strategic HR Services pursuant to the ESPO Framework Agreement (reference 3S-22).

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (reference number 3S-22) and Contract Documents.
2. The Customerwill pay the Service Providerthe amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:

* This Form of Contract
* The Master Contract Schedule

**IN WITNESS OF** the hands of the Parties or their duly authorised representatives:

**EXECUTED AS A DEED BY THE CUSTOMER**

**by affixing the common seal of**

**TORBAY COUNCIL**

**in the presence of :-**

Authorised Officer

**EXECUTED AS A DEED BY**

**GATENEBYSANDERSON LIMITED** **acting by**

[INSERT NAME OF FIRST DIRECTOR]**, a director and**

[INSERT NAME OF SECOND DIRECTOR/SECRETARY],

|  |  |
| --- | --- |
| [a director OR its secretary] | ............................  Director |
|  | …..........................  [Director **OR** Secretary] |

**This document relates to and forms part of the Call-Off Terms**

**(Document Reference TCES5922)**

**MASTER CONTRACT SCHEDULE**

**(ESPO Framework Reference 3S-22 Strategic HR Services)**

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| 1. **TERM** |
| **Commencement Date**  24 October 2022  **Expiry Date**  23 October 2024  **Extension Period**  Up to 24 months |
| 1. **SERVICES REQUIREMENTS** |
| **Services and Deliverables required**  The Service Provider shall provide the Services under Lot 1 Executive and Managerial Interim Recruitment and Lot 2 Executive and Managerial Permanent Recruitment of the Framework in accordance with the specification in Appendix A.  **Performance/Delivery Location/Premises**  It is expected that the services will generally be performed remotely, however, attendance may be required at the Customer premises, subject to the Recruitment campaign as professional advisor to the Recruitment panel.  **Standards - Not Used**  **Disaster Recovery and Business Continuity**  Not Used |
| 1. **SERVICE PROVIDER SOLUTION** |
| **Service Provider Solution**  Refer to the Service Provider’s tender submission within Appendix B  **Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables**  To be confirmed  **Service Provider's inspection of the Premises and Infrastructure (where relevant)**  Not Used |
| 1. **PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES –** |
| **Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)**  Not Used  **Critical Service Failure**  In relation to the provision executive and management interim recruitment and/or executive and management permanent recruitment Services a Critical Service Failure shall mean a loss of two (2) or more during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) for more than 24 hours accumulated in three (3) Month period, or 48 hours in any rolling twelve (12) month period.  The default period is three months if less than three months is required then an alternative period should be inserted above.  **Monitoring**  Monitoring of the Service Provider's performance e.g. reporting, review meetings etc will be agreed with between Torbay Council and the service provider, however, is likely to be in the form of a six monthly review meeting.  **Management Information**  Management Information to be provided in accordance with clause 7 of the Call-Off Terms, the day and month of which will be agreed between Torbay Council the service provider.  Torbay Council and the Service Provider will agree the management information required/available as part of the implementation of contract. |
| 1. **CUSTOMER RESPONSIBILITIES** | |
| **Customer's Responsibilities (where appropriate)**  Torbay Council will ensure that the Service provider has a named contact for each Recruitment campaign and that a full brief/specification will be available for each campaign.  **Customer's equipment (where appropriate)**  Not Used | |

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| 1. **CHARGES AND PAYMENT** |
| **6.1 Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))**  Contract Charges Executive and Managerial Interim Recruitment   |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **Role** | **Salary Scale** | | **Mark Up %** | | | | | | | | | | | **Full Service - From Candidate Search to Final Interview** | | **Candidate Search Only** | | **Candidate Search, Response Management and Long List Development Only** | | **Candidate Search, Response Management, Long List Development and Development of Shortlist Only** | | **Candidate Search, Response Management, Long List Development, Development of Shortlist, Final Interview and Appointment Only** | | | **Min** | **Max** | **Min** | **Max** | **Min** | **Max** | **Min** | **Max** | **Min** | **Max** | **Min** | **Max** | | Chief Executive | £145,000.00 | £149,999.00 | 14.00% | 19.00% | 14.00% | 19.00% | 14.00% | 19.00% | 14.00% | 19.00% | 14.00% | 19.00% | | Director | £100,000.00 | £144,999.00 | 14.00% | 19.00% | 14.00% | 19.00% | 14.00% | 19.00% | 14.00% | 19.00% | 14.00% | 19.00% | | Divisional Director | £95,000.00 | £104,999.00 | 14.00% | 19.00% | 14.00% | 19.00% | 14.00% | 19.00% | 14.00% | 19.00% | 14.00% | 19.00% | | Public Health Consultant | £75,000.00 | £94,999.00 | 14.00% | 21.00% | 14.00% | 21.00% | 14.00% | 21.00% | 14.00% | 21.00% | 14.00% | 21.00% | | Head of Service | £50,000.00 | £64,999.00 | 14.00% | 21.00% | 14.00% | 21.00% | 14.00% | 21.00% | 14.00% | 21.00% | 14.00% | 21.00% |   Temp to Permanent Fees   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Role** | **Salary Scale** | | **% Fee of Annualised Salary** | | | | **0-5 Wks**  **(175 Hrs)** | **5-10 Wks**  **(350 Hrs)** | **10-14 Wks**  **(490 Hrs)** | | **Min** | **Max** | | Chief Executive | £145,000.00 | £149,999.00 | 9.00% | 6.50% | 4.00% | | Director | £100,000.00 | £144,999.00 | 9.00% | 6.50% | 4.00% | | Divisional Director | £95,000.00 | £104,999.00 | 9.00% | 6.50% | 4.00% | | Public Health Consultant | £75,000.00 | £94,999.00 | 9.00% | 6.50% | 4.00% | | Head of Service | £50,000.00 | £64,999.00 | 9.00% | 6.50% | 4.00% |   Contract Charges Executive and Managerial Permanent Recruitment   |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | |  |  | **Role** | | **Chief Executive** | **Director** | **Divisional Director** | **Public Health Consultant** | **Head of Service** | |  |  | **Salary Scale** | **Min** | **£145,000.00** | **£100,000.00** | **£95,000.00** | **£75,000.00** | **£50,000.00** | |  |  | **Max** | **£149,999.00** | **£144,999.00** | **£104,999.00** | **£94,999.00** | **£64,999.00** | | **Fee % Based on Annualised Salary** | **Full Service - From Candidate Search to final Interview panel** | **£45,000-£80,000** | |  |  |  | 16.00% | 22.00% | | **£80,001 - £115,000** | |  | 12.00% | 12.50% | 14.50% | 22.00% | | **£115,001 - £150,000** | | 10.00% | 10.00% | 10.50% | 14.00% |  | | **£150,001 -£220,000** | | 10.00% | 10.00% |  |  |  | | **£220,001 - £255,000** | | 10.00% |  |  |  |  | | **Candidate Search Only** | **£45,000-£80,000** | |  |  |  | 13.00% | 19.00% | | **£80,001 - £115,000** | |  | 9.00% | 9.50% | 11.50% | 19.00% | | **£115,001 - £150,000** | | 7.00% | 7.00% | 8.50% | 11.00% |  | | **£150,001 -£220,000** | | 7.00% | 7.00% |  |  |  | | **£220,001 - £255,000** | | 7.00% |  |  |  |  | | **Candidate Search, Response Management and Long List Development Only** | **£45,000-£80,000** | |  |  |  | 14.00% | 20.00% | | **£80,001 - £115,000** | |  | 10.00% | 10.50% | 12.50% | 20.00% | | **£115,001 - £150,000** | | 8.00% | 8.00% | 9.50% | 12.00% |  | | **£150,001 -£220,000** | | 8.00% | 8.00% |  |  |  | | **£220,001 - £255,000** | | 8.00% |  |  |  |  | | **Candidate Search, Response Management, Long List Development and Development of Shortlist Only** | **£45,000-£80,000** | |  |  |  | 15.00% | 21.00% | | **£80,001 - £115,000** | |  | 11.00% | 11.50% | 13.50% | 21.00% | | **£115,001 - £150,000** | | 9.00% | 9.00% | 10.50% | 13.00% |  | | **£150,001 -£220,000** | | 9.00% | 9.00% |  |  |  | | **£220,001 - £255,000** | | 9.00% |  |  |  |  | | **Candidate Search, Response Management, Long List Development, Development of Shortlist, Final Interview and Appointment Only** | **£45,000-£80,000** | |  |  |  | 16.00% | 22.00% | | **£80,001 - £115,000** | |  | 12.00% | 12.50% | 14.50% | 22.00% | | **£115,001 - £150,000** | | 10.00% | 10.00% | 10.50% | 14.00% |  | | **£150,001 -£220,000** | | 10.00% | 10.00% |  |  |  | | **£220,001 - £255,000** | | 10.00% |  |  |  |  |   The Service Provider must make the invoice payable by Torbay Council and must be marked with Torbay Council’s name and address, the Provider’s name and address and the Council’s official purchase order number.  The invoice must be submitted by e-mail to: [invoices@torbay.gov.uk](mailto:invoices@torbay.gov.uk).  The Service Provider must provide a consolidated invoicing approach as standard, including for third parties services unless otherwise specified. Any information specific to the invoice and the provision of services, must be attached to the invoice, to enable prompt processing / payment;  The invoice must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.  The Council’s settlement terms are 30 days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.  Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.  Payment will be by BACS and remittance advices will be transmitted to the Service Provider by email (the Service Provider’s appropriate email address must be supplied)  **6.2 Details of any Customer Rebate (if any) agreed in accordance with clause 11.5.**  Executive and Managerial Permanent Recruitment  Percentage of original fee returned as a reimbursement if the candidate leaves the post within the first twelve weeks   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Role** | **Salary Scale** | | **% Fee of Annualised Salary** | | | | **0-2 Wks (0-14 Days)** | **3-10 Wks (15-70 Days)** | **11-12 Wks (71-84 Days)** | | **Min** | **Max** | | Chief Executive | £145,000.00 | £149,999.00 | 100.00% | 100.00% | 100.00% | | Director | £100,000.00 | £144,999.00 | 100.00% | 100.00% | 100.00% | | Divisional Director | £95,000.00 | £104,999.00 | 100.00% | 100.00% | 100.00% | | Public Health Consultant | £75,000.00 | £94,999.00 | 100.00% | 100.00% | 100.00% | | Head of Service | £50,000.00 | £64,999.00 | 100.00% | 100.00% | 100.00% | |

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| 1. **CONFIDENTIAL INFORMATION** |
| The following information shall be deemed Commercially Sensitive Information:  Pricing information and questions relating specifically to the Service Providers processes, products or innovation. These areas relate specifically to questions: 1 to 4 inclusive of the Service Provider’s Part B Tender Submission and Appendix B Pricing. |
| 1. **AGREED AMENDMENTS TO THE CALL-OFF TERMS** |
| The following amendments shall be deemed to be made to the Call-Off Terms:   1. Clause 10 Premises shall not apply to this Agreement. 2. Clause 12 Key Personnel shall not apply to this Agreement. 3. Clause 14 TUPE shall not apply to this Agreement. 4. Sub-clause 16.8.15 and the connecting schedule shall not apply to this Agreement. 5. Sub-clause 39.2 shall not apply to this Agreement. |
| 1. **PROCESSING, PERSONAL DATA AND DATA SUBJECTS** |
| Not Used |
| 1. **PERSONAL DATA UNDER THE JOINT CONTROL OF THE PARTIES** |
| Not Used |

**Appendix A Specification**

* 1. **General Requirements – Applicable to Lot 1 and Lot 2**

## **Contract Management**

## The Service Provider shall ensure that only suitably experienced and qualified staff shall be used to provide the Services.

## The Service Provider shall provide a nominated Account Manager and deputy for the Customer who will be available at all reasonable times to answer queries and deal with the account. Any changes to those nominated persons handling the account must be notified to the Customer in advance.

## The Service Provider will ensure that there is a suitable structure and level of resource in place to deliver the Services which will be fronted by the nominated Account Manager.

## The Service Provider will participate in regular contract review meetings with the Customer. Attendance at regular review meetings is essential and will be at no cost to the Customer.

## The Customer reserves the right to request additional meetings where necessary to address any matters arising in between the review meetings. Such requests shall not be made unreasonably and again will be at no cost to the Customer.

## **Implementation**

## Upon notification of a contract award, the Service Provider shall provide detailed timescales for the implementation of the Service from contract award to the Customer specified go live date. The Service Provider must ensure they have sufficient capacity to enable the implementation timescales to be adhered to when implementing multiple organisations at the same time.

## **Service Delivery**

## The Service Provider shall be open for business and shall be available for contact with the Customer’s representatives from 9am to 5.30pm every working day, as a minimum. At all other times an answering service or electronic means of contact should be made available to enable a 24 hour, 7 days a week point of contact.

## The Service Provider will ensure that service delivery is continually reviewed and addressed so that improvements are continuously incorporated into the Customer’s Call- Off Terms.

## **Pricing, Fees and Statutory Requirements**

## The rates tendered by the Service Provider shall be inclusive of all costs, charges and rebates, which include but are not limited to; the Retrospective Rebate, National Insurance contributions, Working Time Directive, Apprenticeship Levy contributions and Pension Auto-Enrolment contributions (where relevant). As such no additional payments will be made to the Service Provider by the Customer, other than those expressly provided for in the Service Provider’s Tender, e.g. no commissions, introductions or other fees will be payable.

## Where a Non-Temporary Employment position with a Customer is filled by a Temporary Worker on Assignment, the Customer shall not be liable to pay any further fee to the Service Provider, however, where a Temporary Worker has completed less than fourteen (14) continuous weeks on Assignment and the Temporary Worker fills a Non-Temporary Employment position, the Customer shall be liable to pay a ‘temp-to-perm’ fee to the Service Provider.

## Where a Temporary Worker is engaged on a Non-Temporary position and has completed less than fourteen (14) continuous weeks then a ‘temp-to-perm’ fee shall be due and such fees shall be in accordance with those set out by the Service Provider and as detailed within Annex to Framework Schedule 2 – Framework Prices.

## Where a ‘temp-to-perm’ fee is due as set out in 4.3 the Customer may elect, upon giving written notice to the Service Provider, to extend the hire of the Temporary Worker for the remainder of the period where a ‘temp-to-perm’ fee is due as set out in 4.3 during which the Service Provider shall be entitled to the current agreed fee in respect of the Temporary Worker for each hour or day that the Temporary Worker is engaged.

## No ‘temp-to-perm’ fee shall be due outside the “Relevant Period” as defined in the Conduct of Employment Agencies and Employment Business Regulations 2003 as the later of:

## The period of 8 weeks commencing on the day after the day on which the work-seeker last worked for the hirer pursuant to being supplied by the employment business; or

## the period of 14 weeks commencing on the first day on which the work-seeker worked for the hirer pursuant to the supply of that work-seeker to that hirer by the employment business

## Where the Temporary Worker has provided a valid opt-out pursuant to Regulation 32 of the Conduct of Employment Business Regulations 2003, clause 4.2 and 4.3 will still apply.

## The Service Provider will ensure the Customer has the right to continuously engage any Temporary Worker who transfers from one Service Provider to another, ‘temp-to-temp’, ‘temp-to-third party’, ‘temp-to-fixed-term’, without being liable to pay any fee to the Service Provider by way of a referral fee.

## The Service Provider will ensure via the undertaking of regular audits that the National Minimum Wage is applied and that pay rates are kept in line with any locally agreed protocols as specified by the Customer.

## In respect of the Off-Payroll Working Rules for public authorities (known as “IR35”), the Customer shall decide if the IR35 rules apply in respect of Workers engaged via this Framework, and then advise the Worker and the Service Provider accordingly of the decision.

## The Service Provider will ensure that the correct amount of tax and National Insurance contributions are paid and/or deducted in respect of Workers engaged via this Framework (except to the extent that a third party is statutorily responsible for such contributions or taxation obligations) and will comply with all applicable requirements relating to tax and National Insurance. Both the Customer and the Service Provider will comply with, including without limitation, the Off payroll working rules (IR35), the Agency Legislation and any other legislation in force from time to time relating to any payments made to Workers.

## The Service Provider shall comply with all statutory and all other provisions to be observed and performed in connection with the Service provided under this Framework including without limitation the EU Agency Worker Directive, The Agency Workers Regulations 2010, the Employment Agencies Act 1973, the Criminal Financial Act 2017, the Conduct of Employment Agencies and Employment Business Regulations 2003 and any other relevant legislation.

## The Customer will comply with its obligations under the Agency Worker Regulations 2010 (“AWR”) and is responsible for providing the Service Provider with all information reasonably necessary to enable the Service Provider to comply with its obligations under AWR.

## The Customer acknowledges that neither the Service Provider nor any Agency has the obligation (or the opportunity) to supervise, direct or control the manner, time or place of any Temporary Worker’s work. The Customer shall provide sufficient supervision, direction and control over the Temporary Worker throughout the Assignment. For the avoidance of doubt the Service Provider will not be responsible for the acts and omissions of Temporary Workers under the direction, supervision and control of the Customer.

## **Ordering, Invoicing and Payment**

## The Service Provider will offer and maintain suitable administrative and ordering systems with respect to ordering, invoicing and payments.

## The structure of any system or processes implemented by the Service Provider in order to deliver the Services must be flexible, Customer-driven and easy to adopt in a public sector environment.

## The Service Provider will offer the Customer a range of facilities to procure Services, such as (but not limited to):

## Email

## Post

## Telephone

## Internet (i.e. booking system)

## The Customer shall define its preferred ordering method(s) prior to the commencement of their Call- Off Terms. Where telephone is required as an ordering method, the Service Provider shall provide a dedicated, non-premium rate telephone line which should be charged at a local rate or lower.

## The Service Provider will provide information and advice to the Customer’s Staff on how Services may be ordered and will ensure arrangements are in place to support the Customer’s Staff in the ordered process.

## It is anticipated the Customer will pay for Services upon completion.

## The Service Provider will send out invoices each month for the Services provided in that particular month and any outstanding from previous months.

## The Customer may require a single consolidated invoice, although where specified, the Customer may require a small number of departmental invoices.

## The Customer will pay all invoices that are not in dispute within 30 days of receipt.

## The Service Provider will provide the Customer with a range of methods in which invoices can be raised and paid. Such payment methods and options will be agreed with the Customer prior to the commencement of Service delivery.

## Should there be a dispute regarding an invoice, the Customer will reserve the right to withhold payment of the sum in dispute until such time as the matter can be resolved. The Service Provider will ensure that any consolidated invoices do not include such amounts so as not to delay payment of the remaining authorised sums.

## Invoices shall be supported by detailed electronic information in a format as agreed with the Customer to enable internal charging to relevant budget holders.

## **Management Information**

## The Service Provider must be able to provide configurable and comprehensive management information on an ongoing basis relative to all activity under this contract at no cost to the Customer.

## The Service Provider will provide management reports in a suitable electronic format on a basis determined by the Customer. Reports and data should be presented in a format which can be exported into MS Office Applications, or other similar packages used by the Customer that can be used to manipulate data.

## The type and level of detail of the reports will be decided at the implementation of the contract so that they are tailored to each individual Customer. This does not preclude changes being made during the life of the contract should the Customer require it. This information should be provided in a clear format which is both easy to understand and easy to interpret.

## Service Providers are required to provide details of the suite of reports and data that they are able to provide, and its typical use by the Customer.

## **Performance Standards**

## The Service Provider will internally monitor the quality and performance of the service delivery.

## The Service Provider will be required to provide evidence of effective contract management performance by agreeing objectives, key performance indicators and service levels with the Customer prior to the start of their Call- Off Terms, and shall provide regular performance monitoring and management information to the Customer in relation to such objectives, key performance indicators and service levels.

## **Legal Requirements and Industry Standards**

## The Service Provider will be expected to demonstrate a sound knowledge of the public sector marketplace, together with current issues facing local government in regard to recruitment, Human Resources and all related activity.

## The Service Provider must be aware of and maintain knowledge of any relevant legislation.

## The Service Provider should abide by standards laid down by such organisations and within the recruitment and Human Resources industry in general.

## **Additional Customer Specific Requirements**

## The Service Provider may be expected to provide services on an international basis e.g. conducting an international candidate search in such sectors where roles can be hard to fill domestically or a wider search is required to find an appropriately skilled candidate.

* 1. **Specification for Lot 1 Executive & Managerial Interim Recruitment and Lot 2 Executive & Managerial Permanent Recruitment (and Sub-Lots)**

## Unless specifically stated the requirements of this section B apply to Lot 1, Lot 2 and Sub-Lots.

## **Overview**

## The Customer requires access to a quality assured resource of senior, managerial and experienced:

## Workers on a temporary basis, to help deliver business or service delivery continuity to a function affected by either temporary or permanent job vacancies, or the emergence of a strategic project, as an alternative to using a consultant; or

## staff on a permanent basis,

## The Customer will communicate the need for an executive and managerial interim much in the same way as with other requirements, perhaps alongside identified recruitment or executive search and selection exercises.

## The Service Provider is required to be able to offer a range of advice and specialism, particularly in regard to roles that are can be regarded as difficult to fill e.g. education and social care.

## The specific Services required by the Customer in respect of any particular post will be agreed with the Service Provider; some posts may require all of the following activities, others may call for just some combination of them and some may entail further actions which are not currently set out within this specification, as is deemed appropriate. As this is not an exhaustive list of Services, it is anticipated that Service Providers will work flexibly with the Customer in order to achieve specified recruitment outcomes.

## **Initial Implementation**

## The Service Provider will attend briefing meetings with the Customer in order to gain a comprehensive understanding of the candidate requirement and of all key factors pertaining to the appointment the Customer wishes to make.

## The Service Provider will provide appropriate advice on the most suitable methodology to the search, sourcing and selection of suitable candidates, including the approach to advertising the post, establishing appropriate remuneration levels and outline timescales.

## The Service Provider will draft and produce all recruitment materials (in all appropriate formats, to include, but not be limited to, paper and electronic), including a project plan, advice in relation to job descriptions, person specifications content, advertising material, internet publicity, etc.

## The Service Provider will plan and agree the recruitment exercise in conjunction with the Customer and produce a detailed project plan with timescales and costs for each stage of the process.

## The Customer will approve the Service Providers proposed recruitment exercise prior to any exercise commencing.

## **Candidate Search**

## The Service Provider will conduct a targeted search, using appropriate contacts, databases and methodologies in order to stimulate response from suitable prospective candidates.

## Lot 2 Only It is expected that Service Providers will adopt a flexible yet thorough and wide ranging approach to candidate search. Service Providers will utilise a range of candidate search methods, to include but not be limited to; LinkedIn (or equivalent social media), headhunting, database searches, international searches etc. It is anticipated that Customers will also have their own specific requirements in respect of search locations, and Customers will advise Service Providers accordingly.

## The Service Provider will place and manage all related job advertising and publicity in all relevant and agreed media.

## The Service Provider will issue documentation to prospective candidates, and receive all completed applications (in accordance with locally agreed performance indicators relating to speed of response).

## The Service Provider will report to the Customer on any issues arising from the candidate search process, including highlighting any shortcomings in the approach adopted and suggesting suitable remedies, when required.

## The Service Provider will comply fully with the Information Commissioners’ ‘employment practices code’ guidance on recruitment and selection, with the Business Disability Forum’s recruitment guidance, and, where applicants with a disability meet minimum criteria for the job, the Service Provider will comply with the ‘disability confident’ scheme, and with general legislation in order to make reasonable adjustments for applicants with a disability.

## Service Providers will respond positively to requests for applications in different formats, for example:

## In Braille

## In large print

## By minicom

## Application forms on audio tape / cd

## Application forms on different coloured paper

## The Service Provider will provide management information to the Customer upon request regarding the candidate search process, to include, but not be limited to such elements as traffic rate, click through volume, hit rate, social media conversions, source of applications etc.

## **Response Management and Long List Development**

## The Service Provider will manage all responses received, including logging of candidate information, and acknowledging receipt of responses.

## The Service Provider will assess all applications against the set criteria, in accordance with the agreed job description and person specification.

## The Service Provider will, where required by the Customer, assess key metrics of the candidate e.g. qualifications, experience, referencing, key competencies and the ‘cultural fit’ with the Customer.

## The Service Provider will report to the Customer on the response achieved, and will recommend a ‘long list’ of candidates who meet or exceed the agreed requirements for the post., along with supporting rationale for inclusion and exclusion where required.

## The Service Provider will advise all candidates of their inclusion in the ‘long list’ or their rejection from the process, using letters drafted by the Service Provider and agreed by the Customer.

## The Service Provider will, upon request, provide feedback to unsuccessful candidates on their performance.

## If required the Service Provider will interview (or provide assistance to the Customer with interviewing) of long listed candidates, including (as required) development of interview questions, conducting interviews, or assisting officers of the Customer or elected members with interviews.

## If required by the Customer, the Service Provider will conduct assessment centres to include technical or psychometric tests.

## **Development of Shortlist**

## The Service Provider will interview (or provide assistance to the Customer with interviewing) of long listed candidates, including (as required) development of interview questions, conducting interviews, or assisting officers of the Customer or elected members with interviews.

## If required by the Customer, the Service Provider will conduct assessment centres to include technical or psychometric tests and provide feedback to the Customer.

## The Service Provider will secure references, conduct statutory employment checks e.g., Right to Work in the UK, obtaining copies of relevant qualifications or authorisations if required, and take all other reasonably practicable steps to ensure that shortlisted candidates are suitable for the requirement of the Customer.

## The Service Provider will secure statutory clearance checks (e.g. DBS) of successful candidates to the requirement of the Customer.

## The Service Provider will present the initial draft shortlist to the agreed shortlisting panel (to comprise of Customer officers or elected members) and advise the panel accordingly.

## The Service Provider will advise all candidates of their inclusion in the short list or their rejection from the process, using letters drafted by the Service Provider and agreed by the Customer.

## The Service Provider will, upon request, provide feedback to unsuccessful candidates on their performance.

## **Final Interview and Appointment**

## The Service Provider will draft or advise on suitable interview questions, if required and/or prepare a brief for each candidate that they will present.

## The Service Provider shall commit to attending interviews and selection meetings.

## The Service Provider will, upon request, provide feedback to unsuccessful candidates on their performance.

## In the event that an appointment decision is challenged, the Service Provider will provide their full co-operation and assistance to the Customer.

## **Onboarding and Post Recruitment Training**

## The Service Provider shall ensure that all successful candidates are given clear instructions in advance of their employment in relation to the following;

## Geographical location of the place of employment

## Customer department location

## When to report

## Who to report to

## The nature of the Assignment

## Working hours (including provision for breaks) and potential duration of the assignment

## Dress Code and any uniforms including Personal Protective Equipment (PPE) required

## Any additional matters e.g. provision for parking, reimbursement of expenses

## Any Customer specific policies in place that are relevant to the role

## How to submit timesheets

## Code of conduct

## Confidentiality

## Access to work adjustments

## Data protection

## Health and Safety

## Any documents to be provided to the hiring manager on commencement of employment

## Any other details that have been specified by the Customer

## The Service Provider will ensure that customer requirements are met, in respect of legally required vetting and compliance checks being carried out prior to the commencement of the Assignment of a Non-Temporary Worker.

## Where identified as part of a particular recruitment campaign or vacancy, post recruitment training may be required by a Customer, and the Service Provider will either provide this or source a suitable training provider that can offer this service.

## **Lot 1 Only – Standard Working Day for Temporary Workers**

## The standard working day that the Temporary Worker is contracted to work shall be agreed between the Service Provider and the Customer; however, in any event, the minimum number of hours within a standard working day shall be eight (8) hours (exclusive of breaks). No overtime or other enhancement to the Maximum Day Rates shall be paid by the Customer to the Service Provider, regardless of how many hours are worked during the day.

## **Lot 1 Only – Performance Management and Feedback**

## The Service Provider will monitor the performance of Temporary Workers on Assignment in respect of their ability, suitability and general feedback, soliciting comment from the Customer where necessary.

## Where Temporary Worker performance on Assignment is found to be unsatisfactory, the Service Provider will work together with the Customer in order to remedy the issue, e.g. offering the Customer the option of a suitable replacement Temporary Worker.

## **General Requirements**

## The Service Provider will provide general ongoing advice to the Customer on matters relating to the recruitment of senior staff and managers, including offering market knowledge in the relevant sectors, and general guidance on relevant legislative matters.

## It is anticipated that the scale and complexity of projects will vary dependent on Customer requirements e.g. the Customer may require several managerial level roles as part of a restructure, or the Customer may require a single very senior member of staff. Service Providers are expected to be able to flex their approach dependent on the scale and complexity of the requirement.

## Service Providers are expected to provide any other related recruitment activity as may be reasonably required by the Customer.

## **Expenses**

## Where the Service Provider is required to deliver Services beyond their base location, the Service Provider may charge the Customer for any reasonable expenses incurred. All expenses charged shall be in accordance with, and shall not exceed the Customer’s travel and subsistence policy.

## It will be the Service Provider’s responsibility to make themselves aware of the Customer’s travel and subsistence policy prior to incurring travel and subsistence costs.

## Where a travel and subsistence policy does not exist, the Service Provider and the Customer shall agree a mechanism as to how expenses will be reasonably charged.

## Claims for payment are to be accompanied by VAT receipts.

## For the avoidance of doubt, no expenses shall be paid by the Customer to the Service Provider in relation to the cost of providing resources to work at their base location.

## **Management Information**

## The Service Provider will provide regular management information to the Customer., with the exact format and information contained within to be determined by the Customer. Such management information may include reports relating to individual campaigns or scheduled periodic reports including (but not limited to) some of the following:

## On demand statistics on the number of enquiries, completed or part completed applications made.

## ‘Gap’ analysis on hard to fill posts, the statistical difference between enquiries received and applications made.

## Number of enquiries and applications made both by post and through online systems.

## Equalities monitoring and analysis, such as:

* by gender
* by ethnicity
* by age
* by disability
* by sexuality
* by religion
* by marital status
* by criminal record

## Analysis on applicants as county residents / non county residents.

## Analysis on applicants as internal / external candidates.

## Number of withdrawn applications.

## Cost per campaign, broken down by cost per applicant, cost per response and overall costs.

## Where adverts were placed and which applicant came from which source.

## Applicants for a specific recruitment exercise.

## Average time taken from approving a vacancy to advert appearing.

## Average time taken from approving a vacancy to an offer being made.

## Analysis of Service Provider response times.

## Analysis of time taken to fill posts.

## Analysis of failed campaigns.

## Other reports as determined by the Customer, upon reasonable request.

## **Appendix B Service Provider’s Part B Tender Submission**

**TCES5922 Torbay Council HR Executive Search**

**FURTHER COMPETITION**

**conducted under ESPO Framework Agreement**

**3S-22 Strategic HR Services**

**Contract Period 24 October 2022– 23 October 2024**

**with the option to extend up to 23 October 2026**

**TENDER SUBMISSION**

(Part B)

|  |
| --- |
| **THIS DOCUMENT IS TO BE COMPLETED BY THE TENDERER**  **AND SUBMITTED TO TORBAY COUNCIL** |

**Closing date for submission of Tender**

**12:00 Noon, 06 October 2022**

**NAME OF TENDERER:**

GatenbySanderson Limited

**Company Registration No:** 4451141

## **CONTENTS**

This is Part B for completion by the Tenderer and return to Torbay Council in accordance with the instructions given in Instructions for completing and submitting a Tender (section 5 of the Invitation to Tender, Part A).

### PART B

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# 1. ORGANISATION DETAILS AND GENERAL INFORMATION

**Potential Service Provider information**

General information questions are asked for information purposes only and the responses will not be evaluated. The answers do however give the evaluation panel an overview of the organisation and its structure so it is important these are completed in full.

|  |  |  |
| --- | --- | --- |
| **POTENTIAL SERVICE PROVIDER INFORMATION** | | |
| **1.** | **ORGANISATION DETAILS** | |
| 1.1 | Please state the full name of the organisation submitting this Tender: | |
| GatenbySanderson Limited | |
| 1.2 | Please state the registered office address: | |
| Address: 14 King Street, Leeds  Postcode: LS1 2HL | |
| 1.3 | Please state the company registration number: | |
| 4451141 | |
| 1.4 | Please state the VAT registration number: | |
| 204 5155 45 | |
| 1.5 | To the best of your knowledge, does any director or senior officer of your organisation have any personal or financial connection with any member or senior officer of the Customer? | NO |
| If yes, please provide details: | |

|  |  |
| --- | --- |
| **2.** | **CONTACT DETAILS (for communications, correspondence and enquiries relating to this Tender submission)** |
| 2.1 | Please state the contact’s name, and position within the organisation: |
| Name: Charlotte Jourdon  Position: Head of Bids |
| 2.2 | Please state the contact’s address: |
| Address: 14 King Street, Leeds  Postcode: LS1 2HL |
| 2.3 | Please state the contact’s telephone number: |
| 07530 578920 |
| 2.4 | Please state the contact’s email address: |
| Tenders@gatenbysanderson.com |

# 2. RESPONSE TO REQUIREMENT AND SPECIFICATION

### **COMPLIANCE WITH SPECIFICATION**

Tenderers must provide a response to the Compliance with Specification section included below. Tenderers should note that this section will be assessed on a Pass/Fail basis. Therefore, if a Tenderer cannot or is unwilling to answer ‘Yes’, their Tender will be deemed non-compliant and will be excluded from further consideration. Tenderers should confirm by deleting the inappropriate answer.

|  |  |
| --- | --- |
| **I confirm I/we comply with all elements of the requirement and specification as outlined in section 2 of this Invitation to Tender.** | **YES** |
| Please use the space below to outline any areas where you cannot comply, or to provide any further information regarding compliance with the specification that you have not been able to state elsewhere in your Tender submission. This will not be evaluated in isolation but the information provided will be used, as required, by the evaluators when assessing your bid. | |
|  | |

### **RESPONSE TO METHOD STATEMENT QUESTIONS**

**Guidance**

Tenderers must provide method statements in response to the questions below, to describe how they will meet the requirements of the Contract. These responses are referred to as Method Statements.

There are 4 method statement questions in total. Tenderers must ensure they provide a response to every question. Questions should be answered in full and should not refer to other documents or appendices.

For each method statement, there is a maximum word limit, these are stated alongside the method statements and range between **1,000 and 2,500 words**. Tenderers should adhere to the word limit allowed; any text over the word limit will not be assessed by evaluators. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.

In order not to make this document too lengthy and unwieldy the response boxes are currently at minimum size; Tenderers should expand the box to accommodate their response as needed. Tenderers are advised that their response should be detailed but concise, responding to the question as succinctly as possible.

When answering the method statement questions Tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the particular question should not be included, but wherever possible Tenderers should demonstrate how they will go further than what is being asked for, to add value.

Tenderers should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support your responses.

Additional documents should only be appended in support of your response i.e. to provide a supporting diagram or table, and should not be used in order to exceed the word count. Tenderers must ensure to both label and refer to all their submitted appendices in a clear and accurate manner.

Each quality method statement will be evaluated individually, one by one in order. When scoring each statement, no consideration is given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your Tender submission.

Tenderers are referred to section 4 of the Invitation to Tender (Part A) and reminded that evaluation of their method statements will account for 60% of their total Tender score.

Each quality question is given a relative importance weighting, on a scale of 1 (lowest) to 3 (highest) to reflect its significance in the evaluation. The question weighting is shown alongside each question.

**In the event you are unclear with regards to any of this section, please don’t hesitate to contact the Customer in accordance in accordance with section 5 of the Invitation to Tender, Part A during the clarification stage.**

|  |  |  |
| --- | --- | --- |
| **NON-PRICE METHOD STATEMENTS** | | |
|  | **Contract Management**  Please describe the level of account management Torbay Council would receive, outlining the roles and responsibilities of staff working on the contract? In your response, please refer to the following points:   1. would this increase depending upon the value of the contract; 2. what are your escalation procedures in case of performance issues; and 3. what contingency is in place to provide flexibility in case of emergency resource issues. 4. Explain if there is a difference for temporary and permanent Recruitment. | (Weighting 1) |
| Word Limit (1,000) |
| **Response:**  Your dedicated account manager will be **Seb Lowe**. He will be your day to day point of contact, and will manage the team set out below. Seb will be supported by Project Coordination Team Lead **Julie Smith** who will handle all administration, client and candidate queries and diary management.  We are always available to discuss any aspect of the contract, and to receive any feedback you have for us. As a minimum, we suggest diarised monthly catch-up meetings to review overarching contract performance.  During any live assignments, you will have full access to our client portal. This will enable you to view progress in real time in a secure and GDPR-compliant fashion. We will also diarise weekly progress calls so we can update you on market feedback in real time.  We are a well-resourced business of 185 people, so in the event that any of the Torbay team members becomes unavailable, we have colleagues who are able to step in. Where team members are away on a planned basis (annual leave for example) full cover will be provided and you will be notified of this. We pride ourselves on our ability to provide seamless account management in these situations.  Similarly, whilst the account team set out below will be sufficient to resource any likely requirements, in the event that the contract increases in volume beyond what we would expect, we have a local government team of 15 consultants (executive search and interim), and employ 22 dedicated researchers, which demonstrates the depth to be able to draft in additional resource as required  In the unlikely event of any performance issues, these should be taken up with **Seb Lowe** (as account manager) in the first instance. Should you wish to escalate any concerns, this can be done by contacting **Simon Wing** (Sector Leader Local Government & Housing). The final point of escalation within our organisation is **Kevin Gordon** (Chief Executive Officer).  The monetary value of the contract will be no bearing on our approach to account management. We consider all our clients to be important to our success, and work hard to ensure that they receive the same high levels of service, irrespective of spend.  We take immense pride in the quality of service that we provide to our clients. The key internal performance measure we use to appraise our staff is the globally recognised Net Promoter Score (NPS), which actively seeks out feedback from those we work with. Our NPS score is +80, which means we are ranked as delivering “world class” customer service. Over 70% of our work is repeat business – the highest we know of in the industry. These metrics are testament to the quality of the service we provide, and the importance we attach to proper contract management at all stages.  **Seb Lowe, Partner Executive Search**  Seb will be the lead consultant on any permanent executive search requirements for Torbay, and will be overall account manager for the contract. He joined GatenbySanderson in 2020 and has worked in executive search since 2005. He has worked successfully with numerous local authorities in the South West including Bournemouth Christchurch & Poole (BCP), Bath & North East Somerset and Devon.  Aside from his work in executive search, Seb holds a portfolio of non-executive appointments in the public sector in and around his home county of Warwickshire.  **Abi O’Brien, Consultant, Interim Leadership**  Abi will be your lead consultant for interim requirements. She has over 10 years' experience within Public Sector recruitment and has operated at C-Suite level for several years. She has partnered with Local Authorities across the UK in helping them fill critical roles across a range of specialisms, both Permanent and Interim. In addition, Abi prides herself on spending time with both Candidates and Clients to ensure the placements she makes are the best possible assignment matches.  **Jon Houlihan, Board Member & Practice Director for Local Government**  Jon will provide oversight to the account. He is a highly experienced and nationally recognised recruitment professional, with over 25 years’ experience in the recruitment field. Prior to joining GatenbySanderson, Jon was National Director for Local Government at a leading recruiter. Jon’s career encompasses both the Public and Private sectors. Before moving into Executive Search and Selection, Jon worked at Birmingham City Council, where he was a Corporate Services Manager, leading a number of service improvement projects in HR, IT, Marketing and Organisational Development.  **Tim Hills, Research Lead**  Tim will be your lead research consultant and will be involved right from the start of any process. The inclusion of Tim in all of our briefing sessions is vital in attracting the best candidates to apply for the role. He is an expert at candidate engagement, sharing market insight on why candidates are interested in applying for roles and why they are not. This detail is shared with you on a weekly basis as the search progresses, giving you great access to the candidate market.  Dedicated administrative support for the account will be provided by **Julie Smith (Project Coordination Team Lead)**. Should you wish to make use of psychometric assessment, our in-house **Leadership and Talent Consultancy** team can administer these at an additional cost. All media and digital requirements will be handled by our in-house **Media and Digital** team.  **Interim Assignments**  The arrangements set out above differ slightly in the event of interim requirements, as we have a dedicated interim leadership team to focus on senior local government roles. **Abi O’Brien** will be the main point of contact on interim requirements, taking the brief and running the search for any interim campaign. However, she may use additional resource in a team of Assistant Consultants if the time frame is particularly tight. This would be **Emma Leeming** or **Erin Wilgrove**, both of whom have been working for GatenbySanderson for several years. In the event of Abi’s absence, **Neel** **Patel**, Principal Consultant or **Sally Wilson**, Senior Consultant will step in to manage the process. Both of these consultants work within the Local Government Interim Leadership practice. | |
|  | **Executive Recruitment Campaign**  Please explain how you would manage a Recruitment campaign for a Director level post within the Council.  Your explanation should include all steps that you would consider necessary to ensure that we attract the most highly skilled candidate with the best cultural fit for the organisation.  Please include an indicative timetable from initial brief to final interview and the steps in between that you consider appropriate. Please provide an example for a permanent post and indicate if this would be different for an interim appointment. Please indicate an example of costs for both. | (Weighting 2) |
| Word Limit (2,500) |
| **Response:**  Whilst every process is different and we can adapt our process to meet the individual needs of each campaign, our process follows a number of key steps set out below, alongside a timetable.  Our process has been developed over many years of successfully working with local authorities, and has been proven to deliver the right candidates first time. Testament to this is our 95.5% success rate in successfully appointing first time.  **Executive Search Process (Permanent)**  **Initial Consultation**  Any successful assignment begins with a clear brief from the client. These meetings will help us flesh out the role, the kind of people you are looking for, the vision for Torbay, key selling points and the key challenges for the postholder. This ensures that we are speaking with one voice when discussing the assignment with prospective applicants. It is also important to establish a process that delivers an excellent candidate experience, whether the individual is successful or not.  **Advertising**  Our in-house media and digital team will advise on an advertising strategy which is in line with your budget. We are able to secure substantial discounts in leading publications, including the MJ. We will draft advert copy for your approval, and working with your comms team to ensure compliance with your brand guidelines will produce an attractive and compelling advert. We will also advertise the post on our website at [www.gatenbysanderson.com](http://www.gatenbysanderson.com) free of charge.  The vast majority of our clients choose to present campaigns digitally through the creation of a dedicated recruitment microsite, and our in-house team will build a site for Torbay. The site will enable candidates to access key information about the post, as well as broader information about the council and the area (for those considering relocation). The microsite will act as a single portal to enable all information to be accessed in one place. It will also link with our CRM system to enable us to track who is downloading the post information.  **Administration**  Our CRM system means we can track who views the JD and PS. We log all conversations and acknowledge all applications. At longlist stage we book all candidates in for preliminary interviews, deal with all feedback, arrange all reports for the appointments panel, etc.  **Executive Search**  Executive Search is arguably the key element of the process. Our role is not to attract a huge number of candidates regardless of quality. It is a waste of their time and yours if we attract candidates who do not have the right skills or experience – hence our preference is to be clear in the person specification and straightforward in our discussions with candidates.  **Client Portal and Regular Communication**  We take our responsibility as data controllers extremely seriously, and so as to minimise the risk of potential data breaches have built a bespoke Client Portal. You will be provided with log-in details, which will enable you to track assignment process in real time throughout the campaign in a manner which is 100% GDPR compliant. You will be able to see who is interested in the post and track applications as they come in.  Throughout the campaign, we will diarise weekly catch-up calls to enable us to update you on market feedback in real time, and to discuss whether the messaging around the post needs to be adapted.  **Choosing the Longlist**  The selection process begins when we assess each of the applications received on your behalf. This sifting process assesses how well candidates’ applications fulfil the recruitment criteria outlined in the person specification, as agreed with you at the beginning of the assignment. We will grade and summarise all applications, categorising them as A (recommended), B (marginal) or C (not recommended).  We will then meet with you to discuss all the applications. We are very clear that the panel makes the decisions, however we are here to help as advisers. Our approach to handling any internal candidates involves treating them in a consistent way to those that are external - however there is a sensitivity to be shown here. We are very experienced at handling these situations.  **Longlist/technical interviews**  Interviews will be a thorough, searching, yet fair and open assessment, probing candidates' commitment and motivation to work for the organisation and seeking tangible evidence and outcomes of achievement and delivery that have made a difference. We will use the information gathered at the briefing stage, to ensure the interviews are targeted in the specific organisational context and focused on the behaviours that are key to success in role.  We will talk through each candidate's career history ensuring that we are confident about what they will have claimed to have achieved in their written application. We will also explore their salary expectations so that there is some clarity about their expectations should they be offered the role. If required, a technical assessor will explore their experience and abilities in detail, and you will receive a comprehensive report on each candidate with a recommendation as to who should be invited to a final panel interview.  **Shortlisting**  We will then meet with you to discuss the interviews, and the panel would make a decision regarding who is going through to the final panel stage. We would then contact the candidates and let them know the outcome and provided detailed feedback on their performance.  As at longlist stage, candidates will be graded as A (recommended), B (marginal) or C (not recommended).  **Psychometric Assessment**  We recommend psychometric assessment for shortlisted candidates, which will be conducted by our in-house team of chartered occupational psychologists.  Our profiling work is underpinned by our unique leadership model - **Altitude**, which assesses candidates’ leadership style across 12 core behaviours. This is the only model to use extensive and continuous research of Public and Not for Profit leaders to determine and benchmark what success looks like in these markets. We use Altitude as a behavioural framework against which we model the results from a range of psychometrics to better identify an individual’s preferences in the workplace and potential derailers.  Our *Altitude Profiling* approach uses a powerful combination of three market-leading assessments. This approach has a number of benefits, including; enhancing the understanding of an individual before appointment, teasing out aspects of a person’s approach, behaviour, values and motivation that won’t be identified from a traditional career interview alone and highlights differences within a shortlist of candidates who are equally matched in areas such as technical knowledge or interview performance.  *Assessor interview* - Once the tests have been completed, a member of LTC will arrange a convenient time for the candidates to be interviewed by one of our qualified assessors. The focus of the behavioural interview will be around the organisational behaviours, cultural fit as well as how the candidate performs against the leadership model.  *Candidate Report* - Our reports combine bullet points of key strengths and areas for consideration for the panel, a profile against the Altitude model, assessor commentary, as well as useful questions for the hiring panel to consider asking candidates. The assessor will also be available to brief the panel on their findings if required.  **Final Panel**  We will work with you to help shape the structure of the final panel interviews and draw up the interview timetable, book the candidates in and provide them with any information and support they need to prepare for their meeting with you. We can provide final interview briefing ‘epacks’ for Panel members, including specimen questions if needed. We can also advise on how you may wish to involve wider stakeholders.  A briefing from the profiling assessor can also be arranged at the beginning of the final panel day. This session will aid to bring the candidate reports to life and to answer any questions you may have on the candidates’ profiles, ahead of the final interview.  For a senior post, the final panel stage will typically also include one or more additional advisory panel of stakeholders and/or Torbay Council employees. We will facilitate these panels, and coordinate feedback to feed into the deliberations at the end of the final panel.  **Offer Management**  When a final selection decision has been made, we will support through facilitating any negotiations. We will also provide feedback to successful and unsuccessful candidates on the outcome of the process, ensuring they leave the process with a positive view of the approach taken and of the organisation.  **References and Pre-Employment Checks**  On appointment we will take two references per candidate, and then share these with the panel. These are taken over the phone and are a transcript of a guided series of questions. This means that we can fully probe the key areas (and areas of weakness) and we therefore avoid the often bland results of a normal written reference. We will also undertake due diligence checks to establish the media profile and social media activity of all shortlisted candidates..  **Timetable (Permanent)**  Week 1 Initial consultations/briefing meetings  Production of advertising copy and artwork  Microsite build  Weeks 2-5 Advertising campaign live  Proactive targeting of potential candidates (executive search)  Week 6 Sift of applications sent  Longlist meeting  Week 7 Preliminary interviews  Week 8 Preliminary interview reports sent  Shortlist meeting  Week 9 Psychometric assessments  Week 10 Stakeholder panel(s)  Final panel  Offer made  **Indicative Cost (Permanent)**  As set out in our completed pricing schedule, our core fee for a Director assignment will be between £12,000 and £14,449. The build cost of a new microsite for a first role is £2,500, however thereafter costs £750 per post to update. Psychometric assessment is charged at £750 per candidate.  **Interim Process**  **Initial Briefing**  A crucial element to our proposed process is a detailed briefing with key stakeholders; this is especially important to ensure there is a smooth transition between the departing incumbent and the interim appointee. The information gathered will inform the working terms of reference for the positions and to bring the role to life for prospective candidates. This briefing will differ from a permanent briefing, where you are evaluating candidates against longer term deliverables. Interim candidates often arrive at a time of change and must deliver a strategy which was not set by them. Within their short-term period of engagement, it is important we fully understand exactly what they can deliver and the ‘quick wins’ they can identify to make all the difference to the performance of the team and the organisation. There is also the chance for you and the Interim to set a series of short-term objectives once the Interim has given their feedback on the current environment. Additionally, there are likely to be items that are not on the permanent brief that form part of the Interim’s mandate.  **Attraction strategy**  Candidates are likely to emerge through a targeted search of our active senior interim database. We constantly refresh available candidates, via referrals, events, advertising and social media.  **Shortlist**  As discretion is essential, we recommend including a target list review before we make any approaches; this will help the process remain confidential and give you the power of veto. The number of qualified applicants for your roles will differ depending on the level and occupation, and it is imperative we approach only those candidates all agree are a good fit. Following our internal search, sift and longlist process, where we assess candidates against the brief criteria, we will supply a candidate shortlist for consideration.  We will arrange informal conversations for candidates you wish to speak to further, confirming the arrangements with them as well as providing any additional background information they require prior to speaking/meeting with you. Depending on the role, it is likely that candidates who are seriously considering the role may wish to speak to the incumbent post holder as well as the hiring manager, in advance of their formally applying. Most clients will decide upon their own structure and focus for these discussions, but we are happy to provide support in terms of a selection of suggested questions if required.  **Client Interviews**  Following these informal conversations, we will gather direct candidate feedback, noting any queries or concerns they may have if they are to be selected for interview. We will also reconfirm their availability and their requirements in terms of day rate and expenses; we request this information upfront, before we submit any CVs, to ensure there are no surprises.  Feedback will be passed on to the Torbay Council representative, to support their own assessment and feedback from the interview process. In addition, we will provide you with references and any additional candidate intelligence to take into consideration before any final decisions are made.  **Offer management**  Once a successful introduction has taken place, we will manage and agree the start date. At this stage, we the commercial terms should be refined rather than agreed from scratch. Common areas for discussion at this late stage are the start date, actual number of days to be worked and any expenses. We will work with the Torbay Council representatives and the Interim Manager to ensure that these commercial terms do not result in any surprises for either party such as start date conflict or failure to meet the budget.  If required, we can agree ‘inclusive’ day rates or a capped expense allowance. We can also explore an FTC salaried model. We will ask our candidate(s) to work with you to draw up the list of deliverables. We will also arrange any additional paperwork as required, including confidentiality agreements.  **Aftercare**  Relationship management is key to our success, once on assignment, we conduct regular progress reviews with the line manager and the interim with your dedicated GatenbySanderson interim consultant. Close monitoring of interims’ performance, focusing on the agreed ‘milestones’ and related ‘deliverables’ rather than a permanent job specification, ensures a successful placement. If there are any issues or problems, these will be identified very early on and resolved to your satisfaction.  **Timetable (Interim)**  The above process can be carried out in as short or as long a timetable as Torbay requires for their interim need. Sometimes we will be expected to deliver a shortlist within a few days of the brief and other times this can be a couple of weeks. We will work with you to determine the optimum timetable for each Interim or FTC process we work on with you.  **Indicative Cost (Interim)**  For an Interim Director, we expect the candidate’s day rate to be in the range between £600 - £1000 per day, based on the role being Inside of IR35. Our agreed terms of engagement as per the pricing schedule are 14-19% Margin on the daily rate.  Based on the candidate day rate range being between £600 - £1000, the total daily cost to Torbay Council which includes our 14-19% margin would be between £684 - £1190. | |
|  | **Continuous Improvement**  Please explain how your organisation continuously improves to ensure that you remain competitive in your field to ensure that you attract the best candidates for your customers? | (Weighting 1) |
| Word Limit (1.,000)] |
| **Response:**  Our ability to provide ongoing high-quality and flexible services is central to our success. We will encourage a partnership approach with regular communication between you and our project team. From the outset, we will establish specific KPIs against which can be measured and that address your own quality ambitions.  We actively encourage feedback as part of our learning organisation approach to help us review and improve the quality of everything we do. We will introduce regular monthly or quarterly meetings as appropriate, to discuss any trends or issues we have picked up in relation to our work with you.  Project feedback forms will also ensure that a good process is in place to monitor all aspects of project management from both a candidate and client perspective.  Specifically, our quality management system covers the following:  **Account Management**  Client service and effective project management are critical and we will establish key metrics and service agreements, including:   * Agreeing clear lines of responsibilities within the team. * Key headlines, dates * Targets clearly documented so priorities and expectations are established.   **Reporting & Risk Management**  When designing key projects, we undertake a more formal appraisal of the project to identify potential risks. Agreed actions can then be determined with the Client should any risk occur and a high degree of focus is placed upon action to avoid risk.  **Effective Candidate Management**  Candidate care is critical and is an essential part of our process. It can consist of one to one conversations, effective administrative support and feedback during the process.  **Documented process**  As an IiP Gold status accredited organisation, an award only 17% of IiP organisations achieve, internal process, communication and documentation is a key part of our culture. Our assessor noted that this reflected “a cutting edge organisation operating at the very highest level of people management practice” and senior management that are “strong and inspirational.” Our process incorporates clear, accurate and secure management reporting.  **Quality Improvement Plan**  Our ability to provide ongoing high-quality and flexible services is central to our success. We will encourage a partnership approach with regular communication between you and our project team. From the outset, we will establish specific KPIs against which can be measured and that address your own quality ambitions.  We actively encourage feedback as part of our learning organisation approach to help us review and improve the quality of everything we do. We will introduce regular monthly meetings to discuss any trends or issues we have picked up in relation to our work with you.  Project feedback forms will also ensure that a good process is in place to monitor all aspects of project management from both a candidate and client perspective.  **Continual Improvement**  We are currently in the midst of conducting a companywide operational excellence review and implementing numerous operational refinements and improvements.  GS have held Cyber Essentials Plus accreditation for a number of years and are in the process of implementing an Information Security Management System accredited to ISO27001 (Q4 2022) which will be immediately followed by ISO277001 accreditation for our Privacy Information Management System (H1 2023).  Following successful accreditation of our ISMS and PIMS we plan to interrogate and evaluate our QMS with a view to achieving ISO9001 accreditation in Q4 2023.  Delivering the highest quality customer service is central to everything we do. Our key internal performance measure for our own colleagues is the globally recognised Net Promoter Score (NPS) metric, which measures client and candidate satisfaction. Our NPS score is +80, which ranks us as delivering a world class customer experience.  **Investment in Technology**  Investment in new technology enables us to continually improve the client and candidate experience, and ensure that we comply with the changing regulatory environment.  Our in-house team of developers has built and maintains our bespoke CRM and candidate tracking system. This system enables us to track all candidate interactions, and to maintain a database of potential candidates which is unrivalled in the sector. As we have built and maintained this system entirely in-house, we are able to adapt the system with ease to reflect changes in market conditions or the regulatory environment in which we operate.  Our developers have also built a client portal, which enables our clients to log in to view the progress on any assignment at any time. This is not only is this more convenient for our clients, but also ensures 100% GDPR compliance, and minimises the risk of data breach.  **GS Systems, Technology & Innovation**  Our Technology strategy and capability is designed to meet 5 core principles, based upon our client and candidate needs and underpinned by a robust, secure infrastructure. The insight gained from the multiple touch points gathered from over 100k candidates informs our search and attraction activity and data from our unique leadership development model, Altitude, drives our leadership development innovation. Increasingly, the investment we have made in our cross sector diverse talent pipeline initiatives is accelerating the ability for public services to build more representative senior leadership teams. We constantly review our client and candidate feedback to explore technology led ideas, facilitate process and ensure a positive user experience.  Graphical user interface  Description automatically generated  **Interim**  As stated in the previous question, we ensure that we are staying competitive when recruiting interim candidates by not only contacting our active database, but also by constantly canvassing for new applicants on LinkedIn and by sharing information with clients. Our Assistant Consultants are continuously searching for new candidates to the market, and we continue to talk to permanent candidates to ensure we are able to capture when/if they decide to move onto the interim market. | |
|  | **Services Provision**  Please describe how your organisation would provide the services called for within the specification to Torbay Council. In addressing the question, your response should include:   1. the range of strategic HR services that your organisation is able to provide; 2. appropriate and recent examples of providing these services to Public Sector customers; and 3. whether you would use any partner companies/trusted suppliers/sub-contractors to deliver services under the framework, and if so, how they would be managed to the standard required. | (Weighting 3) |
| Word Limit (2,500) |
| **Response:**  We are a well-resourced business of 185 people, and so have the depth and breadth of skills within our team to deliver the full range of our core services entirely in-house. This enables us to ensure that we maintain our high standards throughout the process. Our team included 22 dedicated full-time researchers who are responsible for candidate identification and targeting. We conduct in excess of 50,000 conversations every year with potential candidates, and our networks are therefore unrivalled. Our psychometric assessments are conducted by our in-house team of chartered occupational psychologists.  Certain very specialist minor parts of the process (notably graphic design) are conducted by trusted third party suppliers. Where this occurs, we work only with trusted partners, and in the event that you wish to make changes to any of their work will absorb any extra cost ourselves, giving you the comfort of fixed and transparent pricing.  We are the only Executive Search provider who is dedicated to public services and has expertise and reach across every major sector, including: Central and Local Government, Health, Community Protection & Defence (CPD), Housing, Education, Regulation, Faith and Not-for-Profit  We work within some of the most complex, regulated markets where public scrutiny, media attention and political accountability are the norm. Our due diligence combined with our transparent, fair, secure and rigorous process protect organisations from risk.  We achieve some of the highest levels of candidate and client care within the industry, using the globally recognised customer service metric of Net Promoter Score (NPS), we are in the top quartile of professional services industries globally with a rating of ‘world class’.  Our focus upon diversity and inclusivity, a founding tenet of our principles, means that we place more senior under-represented candidates across public services than any other provider: over 60% of placements are from under-represented groups.  We offer a truly integrated services with in-house Executive Search, Interim Leadership capability, Leadership and Talent Consultancy supported by an in-house media team and development team.  Our end to end service provides support to individuals and the organisation long beyond placement; a 6 month onboarding programme is included as standard (and free of charge) within our appointments process.  We continuously invest in our own technology platform to create innovative solutions to broaden reach, create more personal inclusive processes, while ensuring that data is secure and GDPR compliant.  We have built one of the largest candidate databases across the public and commercial landscape, which provides significant data and insight into candidate behaviours, market movements and trends.  **Executive Search**  We identify, recruit and develop the best talent. Our teams hold unrivalled knowledge of their markets and have nurtured deep networks and unique people intelligence. We offer the only validated public sector search approach, through our leadership benchmarking model, Altitude, to combine people insight and data analytics. We work closely with you to introduce perspectives from outside your sector, enriching your skills and improving diversity.  **Interim Leadership**  Whether you are creating a more agile workforce, have a short-term problem to solve or your leadership structure is in transition, we have the skills and networks to help you find experienced candidates that thrive in demanding, change led environments. We know you need senior specialists who can hit the ground running and we’re hugely experienced in delivering people who have the gravitas and communication skills to help you deliver transformative agendas.  **Leadership & Talent Consultancy**  We are leadership development experts. We accelerate the contribution that new talent brings to organisations and help individuals fulfil their leadership potential. From assessing a potential new Chair or CEO to supporting a leadership group through critical transition points, we can run board diagnostics or coach top teams through an organisational culture audit. Backed by data led insights, this support helps to build high performing, motivated and resilient top teams. It helps build lasting legacies too.  **Case Study: Stoke-on-Trent City Council**  In October 2020, we were asked to bid for the new executive search framework at Stoke-on-Trent City Council, and were notified that we had been successful in December 2020.  Our first piece of work was a campaign to recruit an Assistant Director of Strategy, Workforce and Communications. This was a challenging role which incorporated a number of different key areas of the council’s “engine room”. We generated a field of 22 candidates, of whom seven were selected for preliminary interview. Three candidates were shortlisted for the final stages, the first part of which was a series of stakeholder and staff panels, following which there was a final panel in front of the council’s members. Angela Glithero (AD Business Change, Derbyshire County Council) was appointed to the role.  At the same time, we managed a campaign to recruit an Assistant Director, Operations and Regulatory Services. Over the same period, we generated a field of 20 candidates, of whom five were selected for preliminary interview. The member panel shortlisted four candidates for the stakeholder and final interview, and Carol Gibbs (Strategic Manager Environmental Services) was appointed to the role.  Subsequently, our Leadership & Talent Consultancy team undertook some development work with members of the senior management team at Stoke-on-Trent.  Our next recruitment campaign came in December 2020 when we were asked to undertake the search to find the next Director of Children and Families (statutory DCS) to replace a long term interim postholder. This was a particularly sensitive area for the council as there had been some difficulties with children’s services in the past, however they were making progress with their journey towards improvement and were looking for an established DCS to ensure they continued in this direction. Over a four week search period which ran over the Christmas period, we identified a field of ten candidates, the majority of whom were serving DCSs. Six were selected for preliminary interview, of whom three were selected for the final stages. The final stages consisted of external stakeholder, staff, and young people’s panels, before a final panel with elected members. Lisa Lyons (Executive Director Children’s Services, Sefton Council) was appointed to the post.  Throughout our time working with Stoke-on-Trent, we have been responsible for: drafting all advert copy and artwork; running the entire candidate attraction campaign; managing the search process; producing full candidate sift reports and longlist recommendations; presenting the longlist to members; conducting preliminary interviews; producing preliminary interview reports; presenting the shortlist to members; facilitating stakeholder panels; supporting the final panels; drafting interview questions for all stages.  **Case Study: Kirklees Council**  Over the past three years, we have worked with Kirklees Council on ten separate senior recruitment campaigns, and were recently awarded sole supplier status by the council. Throughout the time we have served as their executive search partner, they have also worked with our Leadership and Talent Consultancy team on assessment work to help support recruitment campaigns.  The following successful appointments were made first time in the past three years:   * Service Director – Environment * Service Director – Customers and Communities * Service Director – Mental Health, Learning Disabilities and In-House Provision * Chair – Dewsbury Town Deal Board * Service Director – Skills and Regeneration; Service Director – Culture and Visitor Economy * Service Director – Climate Change and Environmental Strategy * Service Director – Family Support and Child Protection * Service Director Highways and Street Scene * Head of Homes for Children * Head of People   As a result of our 100% success rate working with Kirklees Council over a lengthy period, we were recently awarded sole supplier status.  Throughout our time working with Kirklees, we have been responsible for: drafting all advert copy and artwork; running the entire candidate attraction campaign; managing the search process; producing full candidate sift reports and longlist recommendations; presenting the longlist to members; conducting preliminary interviews; producing preliminary interview reports; presenting the shortlist to members; facilitating stakeholder panels; supporting the final panels; drafting interview questions for all stages.  **Case Study: Surrey County Council**  Over the past three years, we have worked with Surrey County Council on ten separate senior appointment processes, appointing first time every time. Alongside our work to recruit the council’s senior leaders, our Leadership and Talent Consultancy team has also provided extensive assessment and development support, both as part of the recruitment process and to serving council employees.  The following successful appointments were made first time round within the past three years:   * Director – People and Change * Head of Economy and Growth * Service Manager, Educational Effectiveness * Assistant Director – SEND Transformation * Assistant Director – Inclusion and Additional Needs * Assistant Director of Commissioning – Adult Social Care * Executive Director – Environment, Transport and Infrastructure * Assistant Director – Lifelong Learning and Culture * Assistant Director – Education * Executive Director – Resources   Throughout our time working with Surrey, we have been responsible for: drafting all advert copy and artwork; running the entire candidate attraction campaign; managing the search process; producing full candidate sift reports and longlist recommendations; presenting the longlist to members; conducting preliminary interviews; producing preliminary interview reports; presenting the shortlist to members; facilitating stakeholder panels; supporting the final panels; drafting interview questions for all stages.  **Track Record: Permanent**  Some examples of senior permanent local government placements **since the start of 2022** are set out below:   |  |  | | --- | --- | | Bath and North East Somerset Council | Assistant Director of Operations, Adult Social Services | | Bath and North East Somerset Council | Lead Commissioner, Adult Social Services | | Belfast City Council | Chief Executive | | Birmingham City Council | Assistant Director Strategy, Commissioning and Transformation | | Birmingham City Council | Director of SEND & Inclusion | | Blackburn with Darwen Council | Strategic Director of Adults & Health (DASS) | | Blaenau Gwent County Borough Council | Corporate Director of Regeneration and Community Services | | Bolton Council | Assistant Director of Environment and Regulatory Services | | Bolton Council | Assistant Director of Adult Social Care and Housing | | Bolton Council | Assistant Director of Highways and Engineering | | Bolton Council | Chief Executive | | Bracknell Forest Council | Chief Executive Officer | | Cheshire East Council | Director of Highways and Infrastructure | | Cheshire East Council | Head of Highways | | Chesterfield Borough Council | Service Director Housing | | City of London Corporation | Head of Equality, Diversity & Inclusion | | City of London Corporation | Destination Director | | City of London Corporation | Programme Curator | | Cumberland Council | Chief Executive | | East Riding of Yorkshire Council | Executive Director of Adult Social Care and Health | | East Riding of Yorkshire Council | Director of Housing, Transportation and Public Protection | | Greater London Authority | Director of Digital | | Greater London Authority | Assistant Director, External Relations | | Kent County Council | Corporate Director - Children, Young People and Education | | Kirklees Council | Head of People | | Lancashire County Council | Director of Children's Social Care | | Leeds City Council | Deputy Director of Public Health | | Local Government Association | Director of Communications | | London Borough of Barking and Dagenham | Independent Chair, Barking and Dagenham Safeguarding Adults Board | | London Borough of Barnet | Director of SEND and Inclusion | | London Borough of Bexley | Head of Professional Standards, Workforce Development & Quality Assurance | | London Borough of Hammersmith and Fulham | Assistant Director, Commissioning and Partnerships | | London Borough of Havering | Deputy Director, Legal and Governance | | London Borough of Islington | Head of Local Economies | | London Borough of Tower Hamlets | Director of Commissioning and Culture | | Manchester City Council | Director, Core Cities UK | | Melton Borough Council | Assistant Director for Planning | | Newry, Mourne and Down District Council | Corporate Services Director | | Nottinghamshire County Council | 3 Senior Group Managers | | Nottinghamshire County Council | Service Director Help, Protection and Care (Children and Families) | | Nottinghamshire County Council | Service Director Inclusion, Learning and Education | | Oldham Council | Assistant Director of Property and Projects | | Oldham Council | Director of Economy | | Oldham Council | Director of Environment | | Oldham Council | Director of Adults' Social Care | | Oxfordshire County Council | Head of Governance | | Oxfordshire County Council | Head of Legal Services & Deputy Monitoring Officer | | Pembrokeshire County Council | Head of Law & Governance | | Pembrokeshire County Council | Head of Planning | | Rotherham Metropolitan Borough Council | Assessments for Assistant Director Financial Services | | Rotherham Metropolitan Borough Council | Assistant Director Financial Services | | Rotherham Metropolitan Borough Council | Assistant Director Children’s Social Care | | Rotherham Metropolitan Borough Council | Assistant Director Adult Care and Integration | | Rotherham Metropolitan Borough Council | Assistant Director Community Safety and Street Scene | | Salford City Council | Head of Safeguarding and QA | | Salford City Council | Chair of Salford Safeguarding Children Partnership | | Sandwell Council | Assistant Director - Parks, Grounds Maintenance & Events | | Sandwell Council | Assistant Director - Contracts, Projects, Strategy & Policy | | School Improvement Liverpool Limited | Chief Executive | | Sefton Council | Chair of the Board of Sefton Hospitality Operations Limited | | Sefton Council | Service Manager, Targeted Family Support & MASH | | Sefton Council | Service Manager, Locality & Children with Disabilities | | Sefton Council | Service Manager, Locality & Frontline | | Sefton Council | Service Manager, Residential & Supported Accommodation | | South Derbyshire District Council | Head of Operational Services | | South Derbyshire District Council | Head of Cultural and Community Services | | South Gloucestershire Council | Director of Western Gateway | | South Oxfordshire and Vale of White Horse Councils | Head of Housing and Environment | | South Oxfordshire and Vale of White Horse Councils | Head of Corporate Services (This is a 2 year Fixed Term Contract, with potential to extend) | | Spelthorne Borough Council | Group Head of Corporate Governance and Monitoring Officer | | Staffordshire County Council | Assessments for County Solicitor | | Staffordshire County Council | County Solicitor | | Stockport Council | Strategic Head of Neighbourhoods | | Stoke-on-Trent City Council | Director of Children and Families (DSC) | | Stoke-on-Trent City Council | Director of Adult Social Care, Health Integration and Wellbeing (DASS) | | Sunderland City Council | Director of Environmental Services | | Sunderland City Council | Assistant Director of Infrastructure and Transportation | | The Barbican | Director of People, Inclusion and Culture | | The Barbican | Head of Equity, Diversity & Inclusion | | Walsall Together Partnership | Chair | | West Lindsey District Council | Director of Corporate Services (Section 151 Officer) | | West Lindsey District Council | Assistant Director People and Democratic Services | | Westmorland & Furness Council | Chief Executive | | West Midlands Combined Authority | Director of Law and Governance | | Wirral Borough Council | Director of Law and Governance | | Wirral Borough Council | Director of Finance |   **Track Record: Interim**  Some examples of senior interim local government placements **since the start of 2022** are set out below. Organisation names have been redacted due to commercial confidentiality:   |  |  | | --- | --- | | Children’s Services Trust, South East | Director of Children’s Services | | London Borough | Director of Education | | Unitary, North West | Practice Improvement Consultant | | London Borough | Executive Director of Place | | District, South East | Senior Regeneration Development Manager | | County, South East | Head of School Improvement | | Unitary, South West | Children’s Centre Consultant | | Unitary, North West | Director of Adult Social Services | | London Borough | Head of LD | | District, South East | Head of Housing | | London Borough | Head of Service, Hospital Discharge | | Unitary, North West | Assistant Director, Children’s Social Care | | LEP, South West | Business Growth Manager | | Metropolitan, North East | Strategy and Reward Manager | | Unitary, Midlands | Strategic Manager, School Partnerships | | London Borough | Director of Strategy and Culture | | London Borough | Assistant Director, Human Resources | | Combined Authority | Director of Communications and Marketing | | London Borough | Programme Manager, Adult Social Care | | Unitary, Midlands | Assistant Director, Education | | Unitary, Midlands | Consultant, Education | | Unitary, South East | Lead Specialist, Operating Model | | London Borough | Director, Inspection Readiness & ICS Coordinator | | London Borough | Improvement Partner | | Unitary, Midlands | Assistant Director, Adult Social Care Operations | | Unitary, South East | Equalities Lead | | Unitary, Midlands | Director of Public Health | | County, South West | Head of Operations | | Unitary, South West | Head of Repairs and Maintenance | | District, Midlands | Service Director, Property Services | | District, South East | Organisational Development Consultant | | District, South East | Chief Executive | | Unitary, North East | Commissioning Redesign Consultant | | County, South East | SEND Strategy Consultant | | Combined Authority | EDI Executive Champion | | |

# 3. PRICING SCHEDULE

### **GUIDANCE**

Tenderers are referred to section 4 of the Invitation to Tender (Part A) for further information on how price will be evaluated and are advised to ensure that they fully understand the evaluation methodology to be used to assess price.

Tenderers must take care to ensure they provide a price for each item/element of the pricing schedule within the separate pricing document. Failure to complete the pricing schedule in full may result in the Tender being rejected.

Please do not make any changes to the pricing schedule, the Customer will evaluate your Tender (and may award a Contract) on the basis that no such changes have been made.

**In the event you are unclear with regards to any section, please do not hesitate to contact the Customer. Contact details are provided in the Invitation to Tender (Part A).**

### **PRICING SCHEDULE**

Tenderers are referred to section 4 of the Invitation to Tender (Part A) for further information on how price will be evaluated and are advised to ensure that they fully understand the evaluation methodology to be used to assess price.

Tenderers must take care to ensure they provide a price for item/element of the pricing schedule as specified within the separate pricing document. Failure to complete the pricing schedule in full may result in the Tender being rejected.

When completing the Pricing Schedule please ensure to quote in sterling and exclude VAT. The prices shall cover all expenses and profit incurred by the service provider in the procurement and delivery of the service.

In the event you are unclear with regards to any section, please do not hesitate to contact the Customer. Contact details are provided in the Invitation to Tender (Part A).

The Customer has identified a number of role types together with the associated salary scales and Tenders should provide information on their fees related to these roles within the pricing document (Appendix B) as follows:

**Lot 1 work sheet**

Table 1

Cells E8 to F12 – please insert indicative minimum and maximum daily rates for the role.

Cells G8 to P12 – please insert minimum and maximum mark % charged against the daily rates for each role and the services identified.

Cells Q8 to R12 – the work sheet will automatically calculate the indicative minimum and maximum daily charges to the Customer for each of the roles.

Table 2

Cells E18 to G22 – please insert % fee of annualised salary across each of the roles that will be charged if a candidate moves from interim to permanent within any of the timescales identified.

**Lot 2 work sheet**

Table 3

Cells E8 to AC12 – please insert the % fee of annualised salary charged for each role and services identified, where cells are blacked out you do not need to enter any information.

Cells AD8 to AE12 – the work sheet will automatically calculate the indicative fee for a full search in for each of the roles.

Table 4

Cells E18 to G22 – please insert the % of the original fee that will be reimbursed to the customer in the event a candidate leaves the post within the first 12 weeks for each of the roles and timescales identified.

Cells H18 to M22 – the work sheet will automatically calculate indicative reimbursement figures across each of the roles and time periods.

**Other Costs work sheet**

Table 5

Column C – please insert costs for the services identified (which may be included in the costs within Table 1 and Table 3 but could also be purchased as standalone services). Tenderers may add further services as applicable.

Column D – please insert details of the basis in which the cost in column C is calculated, e.g. hourly or daily rate, one-off fixed cost etc.

**Evaluation Summary work sheet**

This work sheet will be used for evaluation purposes. When the Lot 1 and Lot 2 work sheets have been completed this work sheet will be automatically populated with indicative fees for a full search in respect of a Director level post with a salary of £100,000.

### **FURTHER PRICING INFORMATION**

Please provide in the box below any further information you feel necessary to support your pricing schedule which you have not provided elsewhere. This could be any additional information that is relevant, a summary of any assumptions made, or any statements to support the information provided in the pricing schedule.

|  |
| --- |
|  |

# 4. FREEDOM OF INFORMATION EXCLUSION SCHEDULE

**PROVISION OF HR EXECUTIVE SEARCH FOR TORBAY COUNCIL**

Tenderers’ attention is drawn to the Conditions of Tender and the Terms and Conditions of the Contract.

As a public body, Torbay Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Torbay Council shall treat all Tenderers' responses as confidential during the procurement process, but may receive requests for information after the Contract is awarded which it will need to consider, applying the principles of the FOIA. More information is available on [www.ico.org.uk](http://www.ico.org.uk)

Tenderers are advised to refer to the FOIA to determine what they are entitled to identify as confidential or commercially sensitive. Simply stating that the entire document is confidential or commercially sensitive is unlikely to be acceptable and Tenderers should note that ultimate disclosure of information is at the sole discretion of Torbay Council. While Torbay Council aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. **Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information is identified to Torbay Council below**.

Tenderers should state here which items of information (if any) supplied by them in their Tender they regard as confidential or commercially sensitive or which should not be disclosed in response to a request for information under the Freedom of Information Act. Tenderers should state why they consider the information to be confidential or commercially sensitive.

Where the answer to a question is ‘None’ or ‘Not Applicable’ you must state this in the relevant box. None or Not Applicable will be Torbay Council default position if you do not complete a box.

You must Sign and Date where it asks you to do so at the end of this Schedule. Disclosure of information is at the sole discretion of the Customer.

### **COMMERCIALLY SENSITIVE INFORMATION**

I declare that I wish the following information to be designated as commercially sensitive:

|  |
| --- |
| We object to disclosure of pricing information and questions relating specifically to our processes, products or innovation. These areas relate specifically to questions: 1 to 4 inclusive and our pricing schedule.  We believe disclosure will prejudice our commercial advantage. Our proposal details our specific consulting process and methodologies that we consider our intellectual property. These processes have been created by GatenbySanderson as a result of extensive experience and insight within the market.  As such, we believe these elements, along with our cost structure to be commercially advantageous – trade secrets, not widely distributed and not easily accessed.  We are happy for you to outline the scope of the services, as long as this does not disclose specifics of our services. We are also happy for you to provide the rationale for selection; again as long as this does not provide specific details of our services, pricing or added value that could be replicated by the competition. |

The reason(s) it is considered that this information should be exempt under the Freedom of Information Act 2000 is:

|  |
| --- |
| We believe disclosure will prejudice our commercial advantage. |

The period of time for which it is considered this information should be exempt is during the period of the Contract **plus 5** years.

Signed:A picture containing night sky

Description automatically generated

Date: 06/10/2022

Name of Signatory: Charlotte Jourdon

Name of Organisation: GatenbySanderson Limited

# 5. TENDERING DECLARATION

**PROVISION OF HR EXECUTIVE SEARCH FOR TORBAY COUNCIL**

In response to the Invitation to Tender for the provision of HR Executive Search dated 16 September 2022, I/We, the undersigned, confirm that in submitting a Tender against this Contract that I/We

1. Declare that to the best of my/our knowledge the answers submitted and information contained in this document are correct and accurate.
2. Undertake that this offer shall remain valid and open for acceptance for a period of 60 days from the date of submission unless specifically withdrawn in writing.
3. Understand that the Customer is not bound to accept any Tender it receives.
4. Certify that I/We have not done, and I/We will not, at any time before the notification of Tender results, do any of the following:
   1. Communicate to any person other than the person calling for the Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender is necessary to obtain insurance premium quotations required for the preparation of the Tender;
   2. Enter into any agreement or arrangement with any person that he/she shall refrain from Tendering or as to the amount of any Tender to be submitted;
   3. Offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other Tender or proposed Tender for the said work any act or thing of the sort described above. In the context of this clause the word ‘person’ includes any persons and any body or association, corporate or unincorporate; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.
5. Contract and agree, on the acceptance of this Tender, in whole or part, to perform the Services detailed in the Specification, at the prices and terms quoted, and in accordance with the call-off Terms and Conditions of the Framework Agreement.
6. Accept the call-off Terms and Conditions of the Framework Agreement, to which this Tender is my/our response, and I/we undertake to perform any Contract awarded as a result of this Tender in strict conformity with those Terms and Conditions.
7. Understand that my/our responses to the questions posed in this Invitation to Tender including any explicit or reasonably implied undertakings, will form part of any Contract subsequently entered into between myself/ourselves and the Customer.
8. Confirm that if our Tender is accepted we will, if required, upon demand:
   * 1. Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;
     2. Sign a formal Contract document if required;
9. Agree that unless and until a Contract is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
10. Certify that the information supplied is accurate to the best of my/our knowledge and I/we accept the conditions and undertakings requested in this Invitation to Tender. I/We understand that false information could result in my/our exclusion from further participation in this and future Tender processes.

**This Tendering Declaration should be signed by a director, partner or other senior authorised representative in his/her own name and on behalf of the organisation.**

Signed:A picture containing night sky

Description automatically generated

Date: 06/10/2022

Name of Signatory: Charlotte Jourdon

Name of Organisation: GatenbySanderson Limited

# 6. SUBMISSION CHECKLIST

**THANK YOU FOR TAKING THE TIME TO COMPLETE THIS TENDER.**

To ensure your Tender submission is evaluated properly, the Customer needs to have a complete response from you.

**Before returning this document, please check you have answered all sections and ensure that you have enclosed any relevant documents by completing the checklist below.**

Please tick the appropriate box where you have completed the section.

|  |  |
| --- | --- |
| **CHECKLIST:** |  |
| **Please also ensure that you have:** | **Tick Below** |
| Completed the Organisation Details and General Information |  |
| Answered all questions and provided responses to the method statement questions in section 2, Response to Requirement and Specification.  *(Your Tender will be non-compliant if you have not completed this schedule)* |  |
| Completed the pricing schedule in full as directed.  *(Your Tender will be non-compliant if you have not completed this schedule)* |  |
| Completed the Freedom of Information Exclusion Schedule. |  |
| Signed the Tendering Declaration.  *(NB it must be signed by suitably senior personnel as directed)* |  |