

Crown Commercial Service

Call Off Order Form

**PROVISION OF EXECUTIVE RECRUITMENT
OF (1) DIRECTOR GENERAL, BUSINESS
SECTORS AND (2) CHIEF OPERATING
OFFICER FOR BEIS**

TO

CABINET OFFICE

FROM

GATENBYSANDERSON LTD

CONTRACT REFERENCE: CCHR20A44

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of Framework Agreement RM6002 Permanent Recruitment Solutions – Lot 7 – Executive Search, Senior Roles.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed, following Contract Award.
From	Cabinet Office ("CUSTOMER")
To	GatenbySanderson Ltd ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 7 th September 2020.
1.2.	Expiry Date: 31 st March 2021, or upon successful appointment of both candidates, whichever is soonest.

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) and at Annex A – Services Required – Section 2 – The Requirement, of this document.
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3. IMPLEMENTATION PLAN

3.1.	Project Plan: Not required.
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4. CONTRACT PERFORMANCE

4.1.	Standards: As indicated in Annex A – Services Required, of this document.
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: In Clause Error! Reference source not found. of the Call Off Terms.

5. PERSONNEL

5.1	Key Personnel: REDACTED ("CUSTOMER") ("SUPPLIER") REDACTED
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): Not applied.

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and at Annex B Call Off Contract Charges of this document.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and at Annex B Call Off Contract Charges of this document.
6.3	Reimbursable Expenses: No Applied.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be submitted to: REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the contract term.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:

	Not applicable.
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not permitted.

7. LIABILITY AND INSURANCE

7.1	Estimated Call Off Contract Charges: The sums of : Lot 1 - REDACTED Lot 2 - REDACTED
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 36.2.1 of the Call Off Terms.
7.3	Insurance (Clause 37.3 of the Call Off Terms): The Supplier's standard business insurance shall apply.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 41.2.1(c) of the Call Off Terms.
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 41.7.1 of the Call Off Terms.
8.3	Undisputed Sums Limit: In Clause 42.1.1 of the Call Off Terms.
8.4	Exit Management: In Call Off Schedule 9 (Exit Management).

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable.
9.2	Commercially Sensitive Information: The Supplier's proposal and pricing shall be classed as commercially sensitive information.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 14 th August 2020. Recital D - date of receipt of Call Off Tender: 25 th August 2020.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: Short form security requirements.
10.4	ICT Policy: Not applied.
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be for the duration of the contract term, including any extension.

10.7	Failure of Supplier Equipment (Clause 32.8 of the call off Terms): Not Applied.
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 34.2.3 of the Call Off Terms.
10.9	Notices (Clause 55.6 of the Call Off Terms): Customer's postal address: REDACTED Supplier's postal address: REDACTED
10.10	Transparency Reports Not applicable.
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable.
10.12	Call Off Tender: In Schedule 15 (Call Off Tender) and at Annex C – Call Off Tender, of this document.

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	REDACTED
Signature	REDACTED
Date	18/09/2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	22/09/2020

Annex A – Services Required

1. PURPOSE

- 1.1 Department for Business, Energy and Industrial Strategy (BEIS) has an urgent requirement to make the following senior appointments:
 - 1.1.1 Appointment of a Director General, Business Sectors.
 - 1.1.2 Appointment of a Chief Operating Officer.
- 1.2 Cabinet Office, on behalf of BEIS seeks to appoint a recruitment organisation which will undertake the appointment exercises for the above posts, on its behalf.
- 1.3 The appointments are required as soon as is practicable, following the appointment of suitable Supplier(s) via this tendering exercise.
- 1.4 The appointments are offered on a permanent basis.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Director General Workforce Team in Civil Service HR, part of Cabinet Office (the Contracting Authority) provides an expert recruitment service for other government departments. In this instance the Contracting Authority is acting on behalf of BEIS.
- 2.2 For more information about BEIS please go to: <https://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy>
- 2.3 Cabinet Office may be referred to as the Authority / Contracting Authority for the remainder of this document.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Authority has an urgent requirement to make the following senior appointments and seeks to appoint a recruitment organisation which will undertake the appointment exercises for the following posts:
 - 3.1.1 Appointment of a Director General, Business Sectors.
 - 3.1.2 Appointment of a Chief Operating Officer.

3.2 The Authority is inviting Potential Providers in the following Commercial Agreement to bid for this work:

3.2.1 RM6002 Permanent Recruitment Solutions – Lot 7 – Executive Search, Senior Roles.

3.3 THE AUTHORITY HAS SUB-DIVIDED THE WORK INTO THE FOLLOWING LOTS:

3.3.1 Lot 1 – Appointment of a Director General, Business Sectors.

3.3.2 Lot 2 – Appointment of a Chief Operating Officer.

3.4 Potential Providers may bid for one or both Lots at their discretion.

3.5 Evaluation of both Lots will be on a “MEAT” (most economically advantageous tender basis), meaning one Potential Provider could successfully be appointed for both Lots, in the event the Provider submitted the most economically advantageous tenders for both Lots.

3.6 Evaluation of each Lot will be undertaken by the Authority, separately.

4. DEFINITIONS

Expression or Acronym	Definition
BEIS	means Department for Business, Energy and Industrial Strategy.

5. SCOPE OF REQUIREMENT

5.1 In scope is the successful appointment of a new Director General, Business Sectors (Lo1); and the successful appointment of a new Chief Operating Officer (Lot 2), by the appointed Supplier(s).

5.2 The appointed Supplier(s) will source suitable candidates for the roles under Lot 1 and Lot 2 of the requirement and will inform the Authority of the reasons why they have recommended the candidates.

5.3 The appointed Supplier(s) will place job advertisement(s) for the roles, the content of, and advertising media of which, must be agreed in advance by the Authority.

5.4 The appointed Supplier(s) must promote the role(s) to a full range of diverse candidates and in particular must ensure a shortlist(s) which includes BAME and /or disabled candidates.

5.5 The appointed Supplier(s) will provide a shortlist for each role under Lot 1 and Lot 2, for the Authority’s consideration. Information for inclusion in shortlists will include but not be limited to:

- 5.5.1 Each candidates' CV.
- 5.5.2 Each candidates' statement of suitability
- 5.5.3 Each candidates' current salary range.
- 5.5.4 Each candidates' required period of notice from their existing employment, if any, and / or the earliest start date by which they will be available to take up post.

6. THE REQUIREMENT

LOT 1 – APPOINTMENT OF A NEW DIRECTOR GENERAL, BUSINESS SECTORS

- 6.1 The job specification and other details for this role are as shown in the tender document titled "Director General, Business Sectors Job Specification."

LOT 2 – APPOINTMENT OF A NEW CHIEF OPERATING OFFICER

- 6.2 The job specification and other details for this role are as shown in the tender document titled "Chief Operating Officer Job Specification."

7. KEY MILESTONES AND DELIVERABLES

- 7.1 The following Contract milestones/deliverables shall apply equally to the requirements under Lot 1 and Lot 2 of this requirement:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Placement of job advertisement(s).	Within 3 weeks of contract commencement unless agreed otherwise with the Authority
2	Provision of a shortlist for the Authority's consideration.	As agreed with the Authority.
3	Placement of suitable candidate(s) for the Lot 1 and Lot 2 roles.	As agreed with the Authority

8. MANAGEMENT INFORMATION/REPORTING

- 8.1 The Authority may request reports on progress at any time during the contract period. Such reports may be provided via email, or during telephone conversation, at the Authority's discretion.
- 8.2 The appointed Supplier must also provide:
 - 8.2.1 All long list and short list notes for provision of candidate feedback.
 - 8.2.2 Reports indicating the achievement of key milestones.

9. VOLUMES

- 9.1 The appointed Supplier(s) will provide a shortlist of up to a maximum of 5 candidates for the roles under Lot 1 and Lot 2 of the requirement.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during any Contract review meetings the Authority may require.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 Not Applicable.

12. QUALITY

- 12.1 The appointed Supplier(s) must provide shortlists of candidate(s) of the correct calibre and experience to fulfil the Authority's requirements indicated in Section 6 of this document.

13. PRICE

- 13.1 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.
- 13.2 The Authority will make payment on the following fixed fee basis:
 - 13.2.1 **REDACTED.**
 - 13.2.2 **REDACTED**

13.2.3 **REDACTED**

- 13.3 The appointed Supplier(s) will provide a rebate element equal to **REDACTED** of the total fee should a candidate leave post within **REDACTED** months of their starting date.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

- 15.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	SERVICE AREA	KPI/SLA DESCRIPTION	TARGET
1	Service Delivery	Placement of job advertisement(s) by the timing indicated in Section 7 above.	100%
2	Service Delivery	Provision of a shortlist of suitable candidates for the Authority's consideration, by the timing indicated in Section 7 above.	100%
3	Service Delivery	Placement of suitable candidate(s) for the Lot 1 and Lot 2 roles, by the timing indicated in Section 7 above.	100%

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 The appointed Supplier(s) should only provide information regarding the Authority's aim and intentions to potential candidates on a "need to know" basis.
- 16.2 Any appointed candidate(s) for the roles should hold SC clearance before taking up their position.

17. PAYMENT AND INVOICING

- 17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables, which are as indicated in 13.2, above.
- 17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.3 Invoices should be submitted to: **REDACTED**

18. CONTRACT MANAGEMENT

- 18.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

19. LOCATION

- 19.1 The location of the Services will be carried out at the appointed Supplier(s) own premises. Any job interviews for the roles may be conducted online / remotely, at the Authority's discretion, to account for restrictions related to Covid-19.

Annex B Call Off Contract Charges

1. The Services described in Annex A – The Services, will be provided at the firm rates of:
 - a. Lot 1 – REDACTED excluding VAT.
 - b. Lot 2 – REDACTED excluding VAT.
2. Authority will make payment for both Lots on the following basis:
 - REDACTED% on placement of job advertisements (£REDACTED excluding VAT, per Lot).
 - REDACTED% on the Authority's acceptance of the shortlists (£REDACTED excluding VAT, per Lot).
 - REDACTED% on the successful placement of candidates to fulfil the roles indicated at Lot 1 and Lot 2 of this document (£REDACTED excluding VAT, per Lot).
3. The Supplier will provide a rebate element equal to REDACTED% of the total fee for Lot 1 and Lot 2 should a candidate appointed to Lot 1 or Lot 2 leave their post within REDACTED months of their starting date (£REDACTED excluding VAT, per Lot).

Pricing Table:

REDACTED

Annex C – Call Off Tender

QUESTIONNAIRE 4 - TECHNICAL / QUALITY – LOT 1 – APPOINTMENT OF DIRECTOR GENERAL, BUSINESS		
Question Number	Question	Response
4.1	Please describe your track record in delivering a Director General, Business Sector (SCS3) in organisations of scale and complexity.	REDACTED
4.2	Please describe how your organisation proposes to deliver a successful outcome and provide a shortlist of suitable candidates for the role.	REDACTED
4.3	Please describe how your organisation will promote this role to a full range of diverse candidates and in particular how you will ensure a short list which includes BAME and /or disabled candidates.	REDACTED
QUESTIONNAIRE 4 - TECHNICAL / QUALITY – LOT 2 – APPOINTMENT OF CHIEF OPERATING OFFICER		
Question Number	Question	Response

4.1	Please describe your track record in delivering a Chief Operating Officer (SCS3) or equivalent roles in organisations of scale and complexity.	REDACTED
4.2	Please describe how your organisation proposes to deliver a successful outcome and provide a shortlist of suitable candidates for the role.	REDACTED
4.3	Please describe how your organisation will promote this role to a full range of diverse candidates and in particular how you will ensure a short list which includes BAME and /or disabled candidates.	REDACTED