

Framework Schedule 6 (Direct Award short order form template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	TfL 96360 – Permanent Recruitment of IT Commerical Staff
THE BUYER:	Transport for London
BUYER ADDRESS	5 Endeavour Square, London, E20 1JN
THE SUPPLIER:	1st Executive Ltd
SUPPLIER ADDRESS:	1 Tannery House, Tannery Lane, Send, Surrey, GU23 7EF
REGISTRATION NUMBER:	4642279

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated May 2023

It's issued under the Framework Contract with the reference number RM6229 for the provision of Permanent Recruitment.

CALL-OFF LOT(S): Lot 2: Non-Clinical General Recruitment

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form
2. Joint Schedule 1(Definitions and Interpretation) **RM6229**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6229**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **RM6229**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) – NOT USED
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management) NOT USED
 - Call-Off Schedule 12 (Clustering) NOT USED
 - Call-Off Schedule 13 (Implementation Plan and Testing) NOT USED
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking) NOT USED
 - Call-Off Schedule 17 (MOD Terms) NOT USED
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law) NOT USED
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law) NOT USED
 - Call-Off Schedule 23 (HMRC Terms) NOT USED
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6229**

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF START DATE: May 2023

CALL-OFF EXPIRY DATE: December 2023

GDPR POSITION

Independent Controller

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is [REDACTED]

CALL-OFF DELIVERABLES

To provide a retained service for the provision and a shortlist of candidate for final selection.

The supplier will be responsible for preselection, screening and conducting first initial interviews in preparation of a short list for Transport for London to carry out the next stage.

This will cover a portfolio of 35 roles for Transport for London in the Commercial Area

	Agency Tranche
Band	1
4	5
3	22
2	5
Total	32



B3 IT Procurement
and Commercial Ma



B2 Assistant IT
Procurement and Cc



B4 Snr Sourcing
Mgr.docx



B4 Snr Cat
Mgr.docx

The expected timeframe for the short list is expected to be 12 weeks.

CALL-OFF CHARGES

To demonstrate the cost benefit of utilising 1st Executive Ltd we have prepared a pricing proposal based on the agreed portfolio of 35 IT Procurement roles (*please see attached Excel Pricing Proposal*).

The chosen model is the Retained one

Retained Campaign Fee's:

The retained campaign model is subject to an initial “commencement fee” which is invoiced at the start of the search – this is to off-set the commercial risk and to incentivise the dedicated campaign delivery team for the entirety of the project. Furthermore, the commencement fee also covers all marketing and advertising costs associated with the campaign.

The commencement fee will be for [REDACTED] of the assumed campaign fee's, based on the median salary provided for each in-scope vacancy. Using Option 2, the CCS Lot 2 Pricing framework (for single agency engagement) this would be:

[REDACTED]

1. *In light of the increased volume (19 to 32 roles) we're willing to reduce our standard commencement fee from [REDACTED] of the total assumed fees.*
2. *There is no rebate aligned to the initial commencement fee. In this engagement scenario, the commencement fee covers 1st Executive's marketing and advertising costs as well as off-setting the commercial risk, and costs, in allocating a dedicated project team and associated resources to the assignment for the length of time it takes to fill all of the roles in scope.*

Final Placement Fee's:

The balance of fee's due for each individual placement made will be invoiced on a role-by-role basis (and on candidate start date). The value of the invoice is aligned to the actual salary offered, less the initial “commencement” portion. *For example:*

Base Salary Offered:

[REDACTED]

Initial “Commencement Fee” Portion:

[REDACTED]

Total Placement Value:

[REDACTED]

Balance Due = “Final Placement Fee”:

[REDACTED]

Rebate Model:

Whilst we agree on the need to include some form of guarantee in our arrangement, we do need to share the commercial risk when it comes to making hiring decisions, hence why a sliding scale arrangement spanning a 5-month period is commonplace in the UK recruitment market.

Ultimately the final decision to hire sits entirely with TfL, and whilst we do everything in our power to accurately assess, interview and pre-screen candidates on behalf of the client, your own interview and assessment process is the deciding factor. As such, I would propose the following rebate model for each successful placement within the campaign:

Time	Rebate of Final Placement Fee
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████

NB: The rebate amount due is based on the “Final Placement Fee” invoiced for the respective candidate.

██████████

██████████

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

Transport for London
Accounts Payable,
P.O. Box 45276,
14 Pier Walk,
SE10 1AJ

BUYER'S AUTHORISED REPRESENTATIVE

██████████

Senior Category Manager People Services

XXXXXXXXXX

SUPPLIER'S AUTHORISED REPRESENTATIVE

██████████

Director

XXXXXXXXXX

1 Tannery House, Tannery Lane, Send, Surrey, GU23 7EF

SUPPLIER'S CONTRACT MANAGER

██████████

Director

██████████

1 Tannery House, Tannery Lane, Send, Surrey, GU23 7EF

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	██████████	Name:	██████████
Role:	Director	Role:	Senior Manager Services Category People
Date:	31/05/2023	Date:	31/05/2023