

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Procurement of Recruitment Services**

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

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

Order Number	CS21460
From	The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET ("CUSTOMER")
To	Gatenby Sanderson, 14 King Street, Leeds, LS1 2HL ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Start Date: 9th December 2021
1.2.	Expiry Date: End date of Initial Period Tuesday 1 st December 2023 End date of Extension Period: Not Applicable Minimum written notice to Supplier in respect of extension: Not Applicable

2. SERVICES

2.1.	Services required: In Call Off Schedule 2 (Services) <u>Introduction</u> The Nuclear Decommissioning Authority ("NDA") is one of BEIS's largest and most complex non-departmental public bodies responsible for cleaning up and decommissioning the country's civil nuclear legacy. It carries Government's largest liability (c. £130bn discounted) and its mission to discharge its responsibilities spans more than 100 years and involves significant technical and financial uncertainty. We are seeking to procure an Executive Search firm to find up to 3 Non-Executive Board Members ("NEDs") to replace the incumbents, whose terms are ending in July 2022 and July
------	--

2023. Our anticipated need for NEDs with particular experience of audit and risk assurance, public sector finance, health, safety and security, human resources, as well as relevant technical and Board skills, means that we are likely to be competing for candidates alongside other high priority organisations in the private and public sectors. A search partner with extensive expertise of marketing NED roles to attract a high-quality pool of diverse candidates is essential in filling these important positions.

We anticipate the provision of an end-to-end executive search service function, including advertising (variety of platforms) and search services, confidential candidate engagement and “selling” of the opportunity, candidate profiling, assessment for long and short-list stages and due diligence / referencing ahead of interview and appointment. The supplier will also assist with developing role specifications (a draft “role specification” for the Audit and Risk Assurance Committee Chair post, as well as the “skills, abilities and personal qualities” and “key responsibilities” of NEDs can be found as Annex 2 to this specification), and will have the opportunity to do extensive candidate mapping to maximise the chance of finding suitable candidates.

The ‘selling’ of the roles are particularly important for the NDA as the Authority is experiencing a high degree of public scrutiny following its failed Magnox procurement and subsequent report. Additionally, Sellafield (a wholly owned subsidiary of the NDA) houses Europe’s highest hazard nuclear waste, which is classed as an ‘intolerable risk’ by the independent nuclear regulator.

The procurement is time critical: the term of the incumbent for the first of the three roles in scope of this procurement the Audit and Risk Assurance Committee (“ARAC”) Chair ends in July 2022. We are targeting a new ARAC Chair to be in place by May 2022 to ensure sufficient time for handover. The Supplier will therefore need to be in place by November 2021 in order to commence the recruitment campaign before the end of the calendar year.

Aims and Objectives

Procurement of an Executive Search firm to provide an end-to-end executive search service function to find up to three Non-Executive Board Members of the NDA to replace the Audit and Risk Assurance Committee Chair, the Health, Safety, Security and Environment Committee Chair and the Remuneration Committee Chair, whose terms end in July 2022, July 2023, and July 2023 respectively.

In addition to a strong demonstration of the relevant skills and experience for these posts, it is important that the search optimises the diversity of candidates. Recent experience for non-executive roles, particularly audit committee chairs, has demonstrated that it can be particularly difficult to attract diverse candidates to such posts. We are concerned with all forms of diversity, including ethnic, gender, disability, and other forms of non-visible diversity.

Background to the Requirement

The role of the Board of the NDA, including of Non-Executive Board Members (NEDs) and the Chair, is set out in the Energy Act 2004. The term of the current ARAC shall end in July 2022, and the terms of the current Safety and Security Committee Chair and Remuneration Committee Chair shall end in July 2023. The Authority is therefore seeking to use an Executive Search firm to find up to three NEDs to replace the incumbents once their terms end. All appointments to the NDA Board are regulated by the Office of the Commissioner for Public Appointments (OCPA) and undertaken in line with the Governance Code on Public Appointments. <https://www.gov.uk/government/publications/governance-code-for-public-appointments>.

Due to the high profile and challenging nature of the role(s), an Executive Search firm is required to assist the Authority in finding suitable candidates. Candidates will be drawn from a diverse range of backgrounds with a broad range of experience and skills applicable to the roles.

UKGI's assessment of the skills needed to fulfil these roles is based on the importance of the Non-executive Board members being capable of rigorously holding the executive to account.

The diversity of prospective candidates will be an important factor in this exercise: The Authority values diversity of board membership and is keen to ensure that prospective candidates are sourced from the largest possible candidate pool in order to create a wealth of different views, backgrounds, values, and mindsets.

Further information on the NDA can be found at www.nda.gov.uk.

EXPRESSION OR ACRONYM	DEFINITION
BEIS, "THE AUTHORITY" OR "THE CONTRACTING AUTHORITY"	MEANS THE DEPARTMENT FOR BUSINESS, ENERGY & INDUSTRIAL STRATEGY
NDA	MEANS THE NUCLEAR DECOMMISSIONING AUTHORITY
UKGI OR "THE AGENT"	MEANS UK GOVERNMENT INVESTMENTS LTD
NED	MEANS NON-EXECUTIVE BOARD MEMBER

Scope

The successful Supplier is required to have the capacity to fully manage the executive search and selection activity in a public appointments context. Adhering to the role specifications, they will be expected to advise the Authority and the Agent on candidate targeting and source candidates through market research, providing a long list and then a short list of prospective candidates as well as providing feedback to candidates.

The Supplier shall ensure that the successful candidates have the capability to conduct a key role in helping the NDA to achieve its objectives, by providing independent oversight, constructive scrutiny, and challenge to the executive management team.

The successful Supplier will also need to support the Authority's team and the candidates throughout any interviews, undertake any necessary referencing and pre-appointment checks, and ahead of the Authority making any recommendations to the relevant BEIS Minister.

There will be no requirement for any psychometric testing of candidates.

In the event of the searches for the roles advertised being unsuccessful, the supplier will re-run the search(es) free of charge at no further cost.

The period of the agreement will be up to two years.

Requirement

Authority requires all of the following services to deliver the requirement:

- Assistance in refining the search criteria and the design and placement of the appropriate adverts.
- Extensive search in the UK, and where appropriate, internationally, head hunting and management of the external advert, advising to the extent required and the development of mitigating actions or activities should the pool of candidates appear limited;
- Weekly, or as otherwise agreed, updates on progress;
- Administration of applications (including acquisition of diversity and equality information).
- Sifting of applications to produce a long list of recommendations.
- Interviews of long-listed candidates to provide recommended shortlist supported by candidate profiles.
- Potentially supporting briefings to senior officials or Ministers throughout the process.
- Diary management and arranging timings and dates for meetings, informal conversations, and interviews (working with UKGI/BEIS executive assistants).
- Assistance with preparation for final interview (which will be conducted by a recruitment panel).
- Response handling, as approved by the Authority and / or its Agent.
- Relevant due diligence on candidates at short listing stage and interview stages, and as otherwise required by the Authority, including obtaining detailed referencing. Relevant due diligence may include assessment of compliance with Principles of Public Life, and candidates' voluntary disclosure of information which could have, or could be perceived to have an impact on public confidence, candidate suitability, actual or potential conflict of interest, or embarrassment to government.
- Liaising with candidates throughout the process, keeping them informed on progress, acting as an initial contact point for questions from candidates, and contacting unsuccessful candidates where directed to by the Authority; and
- Providing analysis of the diversity of the candidate pool at each stage of the process. The diversity data returns shall be in the form appended at Annex 1 to the ITT.

The Authority will, in compliance with the General Data Protection Regulations, retain the long and short list and reserves the right to appoint from this at a later date within this contract should another opportunity arise.

Diversity and Inclusion

The Supplier will ensure an understanding of and fully support the Authority's requirement for a diverse and inclusive campaign. This should include developing innovative strategies which succeed in developing a strong and diverse candidate pool for the role.

The Authority will require the candidate pool to be demonstrably strong and diverse before agreeing to proceed to long-list/short-list.

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

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

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

Timetable

Indicative Timeline:

Nov 2021-Mar 2022: Recruitment of ARAC Chair

Oct 2022-Mar 2023: Recruitment of RemCo and SSC Chair

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Targeting strategy	Within week 1 of Contract Award
2	Long list – including external advertising and proactive outreach strategy	Within 10 weeks of completion of milestone 1
3	Short list	Within 4 weeks of completion of milestone 2
4	Interview material provided within 7 working days of scheduled interviews	Within 7 working days of scheduled interviews
5	Interview guidance, suggested questions, and candidate profiles	Within 7 working days of scheduled interviews
6	Due diligence undertaken (to include ongoing support during the recruitment and a final report on each shortlisted candidate)	Final report within 7 working days of scheduled interviews

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

Payment:

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

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

Terms and Conditions:

- The retainer becomes payable only if and when supplier is instructed to begin work on a given position

	<ul style="list-style-type: none"> - The shortlist payment becomes payable only if and when the supplier presents (and UKGI accepts) a shortlist from the supplier for a given position. - Acceptance of shortlist will not be unreasonably withheld. - Shortlists must demonstrate adherence to our diversity targets and other requirements of the statement of requirements. - Placement fee becomes due when a candidate that was recruited by the supplier accepts an offer. - If the Authority directs the supplier to discontinue work, the supplier will remain entitled to any fees that have become due to that point (e.g. retainer, shortlist) <p>Bidders are to note that any requested modifications to the Call-off terms and conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.</p>
--	---

3. IMPLEMENTATION PLAN

3.1.	Implementation Plan: Not applied
-------------	--

4. CONTRACT PERFORMANCE

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

5. PERSONNEL

5.1	Key Personnel: <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div>
------------	--

5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): As identified in clause 27.2

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) The total contract value shall not exceed £57,000.00 ex VAT. All charges are to be in alignment with the AW5.2 Price Schedule below:</p> <div data-bbox="320 689 1519 1281" style="background-color: black; height: 264px; width: 100%;"></div> <div data-bbox="357 1352 1142 1397" style="background-color: #0056b3; color: white; padding: 5px; display: flex; justify-content: space-between; align-items: center;"> FOR EVALUATION PURPOSES THE TOTAL PRICE FOR ALL THREE POSITIONS BEING SUCCESSFULLY FILLED £ 57,000.00 </div> <p><small>All prices are firm and fixed and include all fees associated with the delivery of the requirements. All prices are exclusive of VAT All fees will be paid according to the following schedule in accordance with the framework terms: 25% Retainer 25% Shortlist 50% Placement The retainer becomes payable only if and when supplier is instructed to begin work on a given position The shortlist payment becomes payable only if and when the supplier presents (and UKGI accepts) a shortlist from the supplier for a given position. Acceptance of shortlist will not be unreasonably withheld. Shortlists must demonstrate adherence to our diversity targets and other requirements of the statement of requirements. Placement fee becomes due when a candidate that was recruited by the supplier accepts an offer. If the Authority directs the supplier to discontinue work, the supplier will remain entitled to any fees that have become due to that point (e.g. retainer, shortlist)</small></p>
6.2	<p>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) 30 days from invoice received</p>

6.3

Reimbursable Expenses:

Permitted – advertising costs only, which will be reimbursed only with the prior agreement of the customer and if required as outlined in Section 4 Specification

6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing): 1 Victoria Street, London, SW1H 0ET or [REDACTED]
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The full duration of the contract
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: N/A
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Call Off Contract Charges: The sum of £57,000.00 on Contract Award
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); In Clause 36.2.1 of the Call Off Terms
7.3	Insurance (Clause 37.3 of the Call Off Terms): Clause 37 of the Call Off Terms applies.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms): In Clause 41.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 41.7 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: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: N/A
9.2	Commercially Sensitive Information: Pricing information and questions relating specifically to supplier processes, products or innovation. Suppliers cost structure.

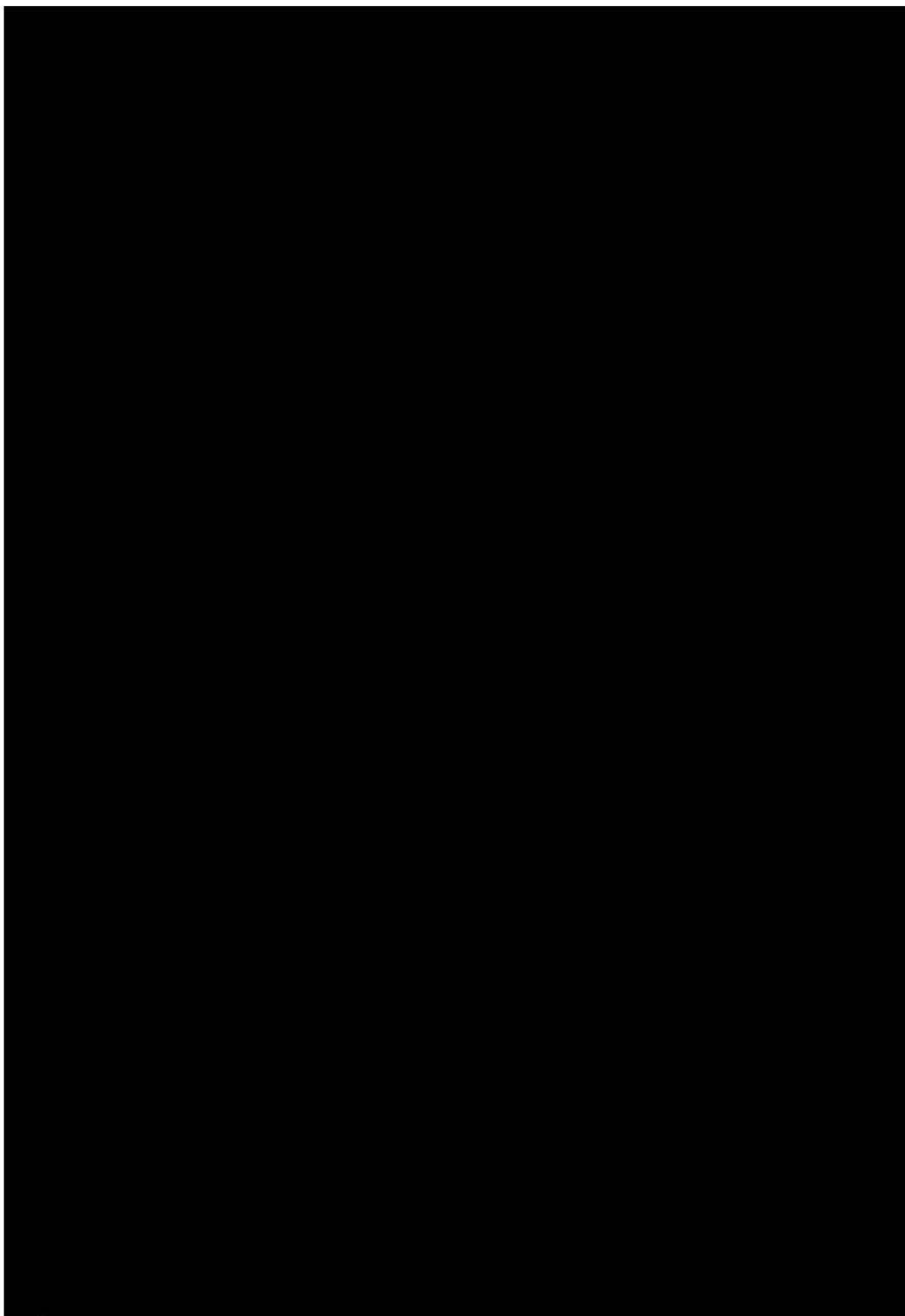
10. OTHER CALL OFF REQUIREMENTS

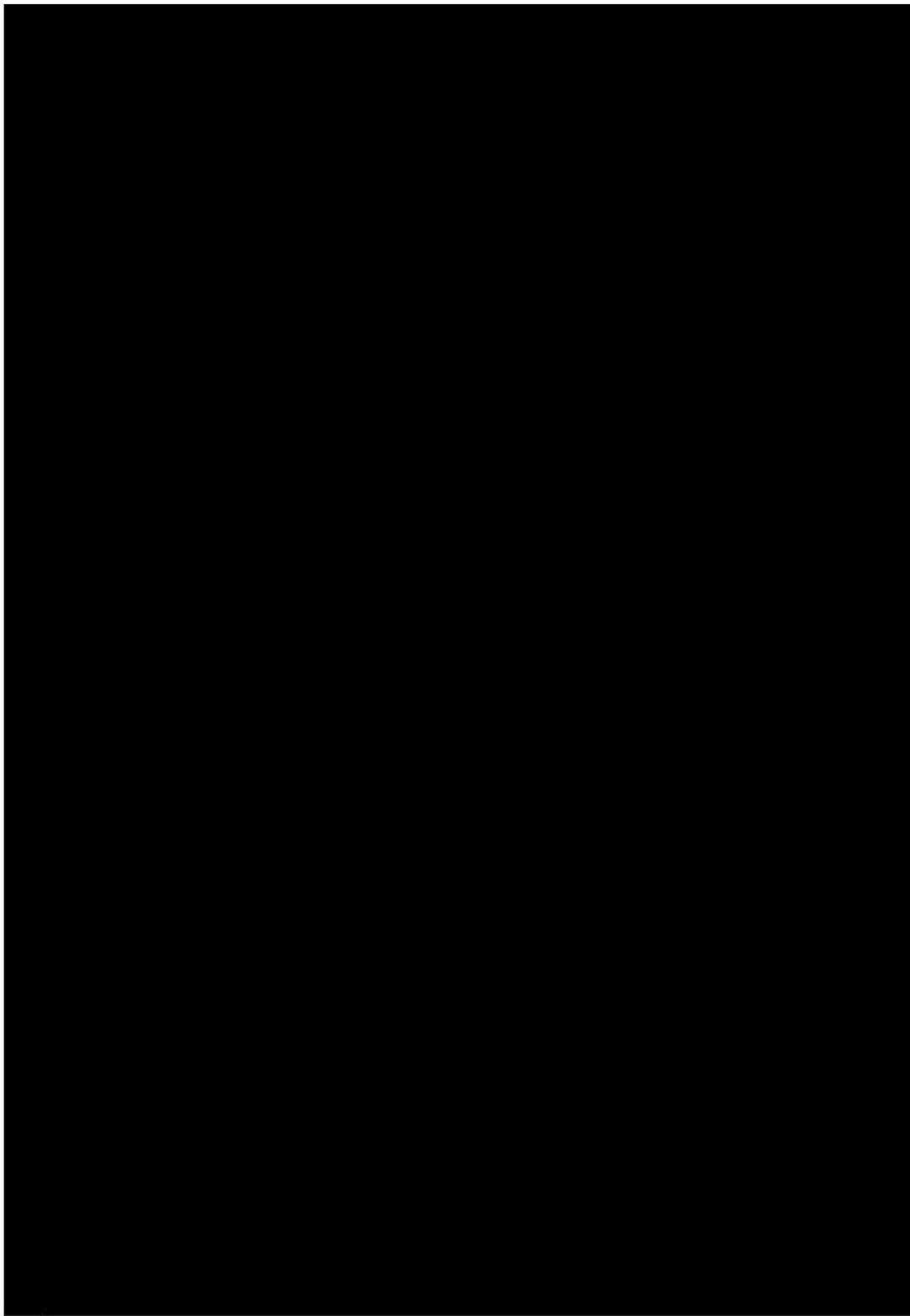
10.1	Recitals (in preamble to the Call Off Terms): Recital C - date of issue of the Statement of Requirements
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
10.7	Failure of Supplier Equipment (Clause 32.8 of the call off Terms): Not applied
10.8	Protection of Customer Data (Clause 34.2.3 of the Call Off Terms): Format to be agreed
10.9	Notices (Clause 55.6 of the Call Off Terms): Customer's postal address and email address: Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET and by email to [REDACTED] Supplier's postal address and email address: Gatenby Sanderson, 14 King Street, Leeds, LS1 2HL and by email to [REDACTED]
10.10	Transparency Reports Not applied.
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14): N/A

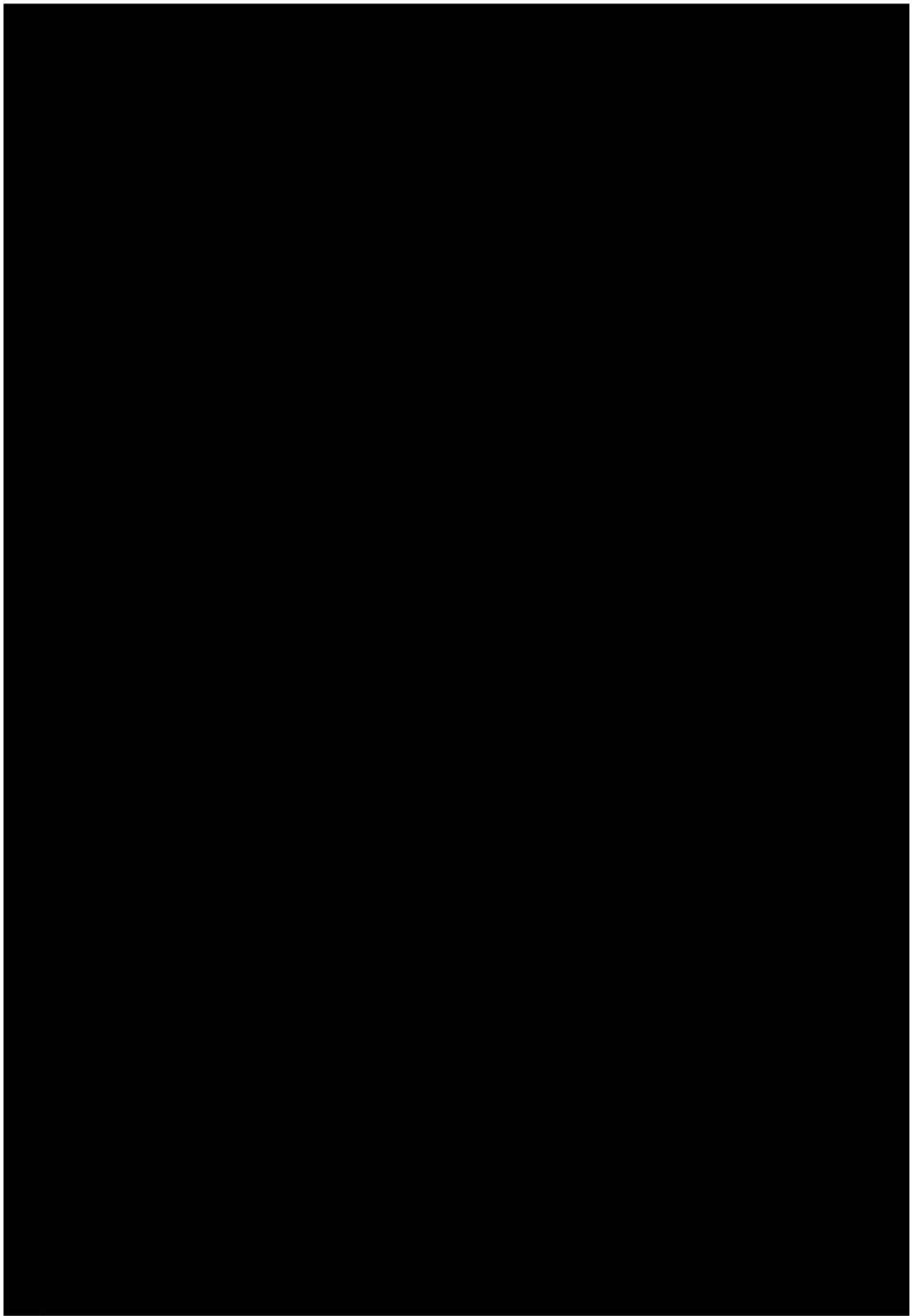
10.12 Call Off Tender:

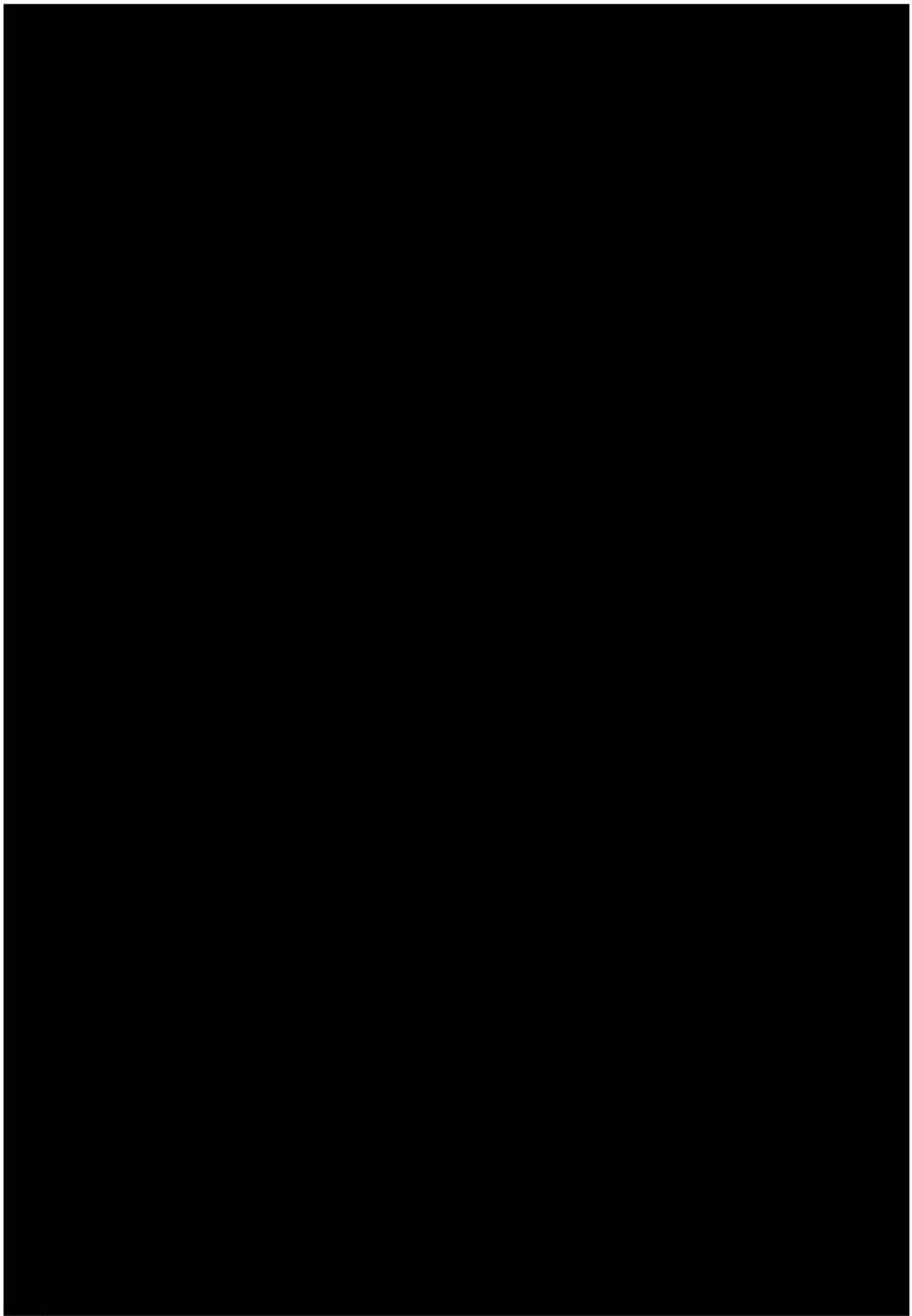
In Schedule 15 (Call Off Tender)

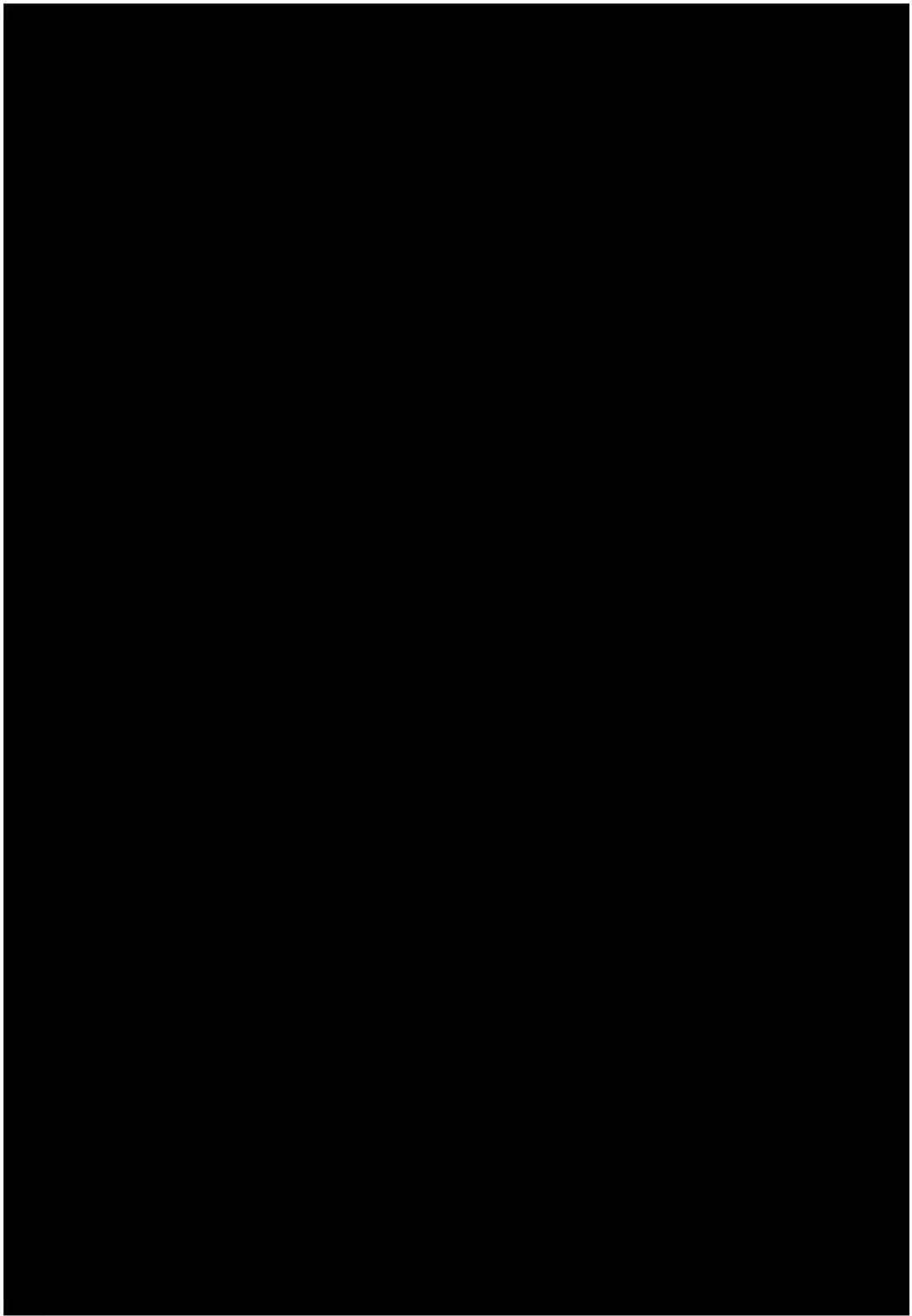
Supplier proposal

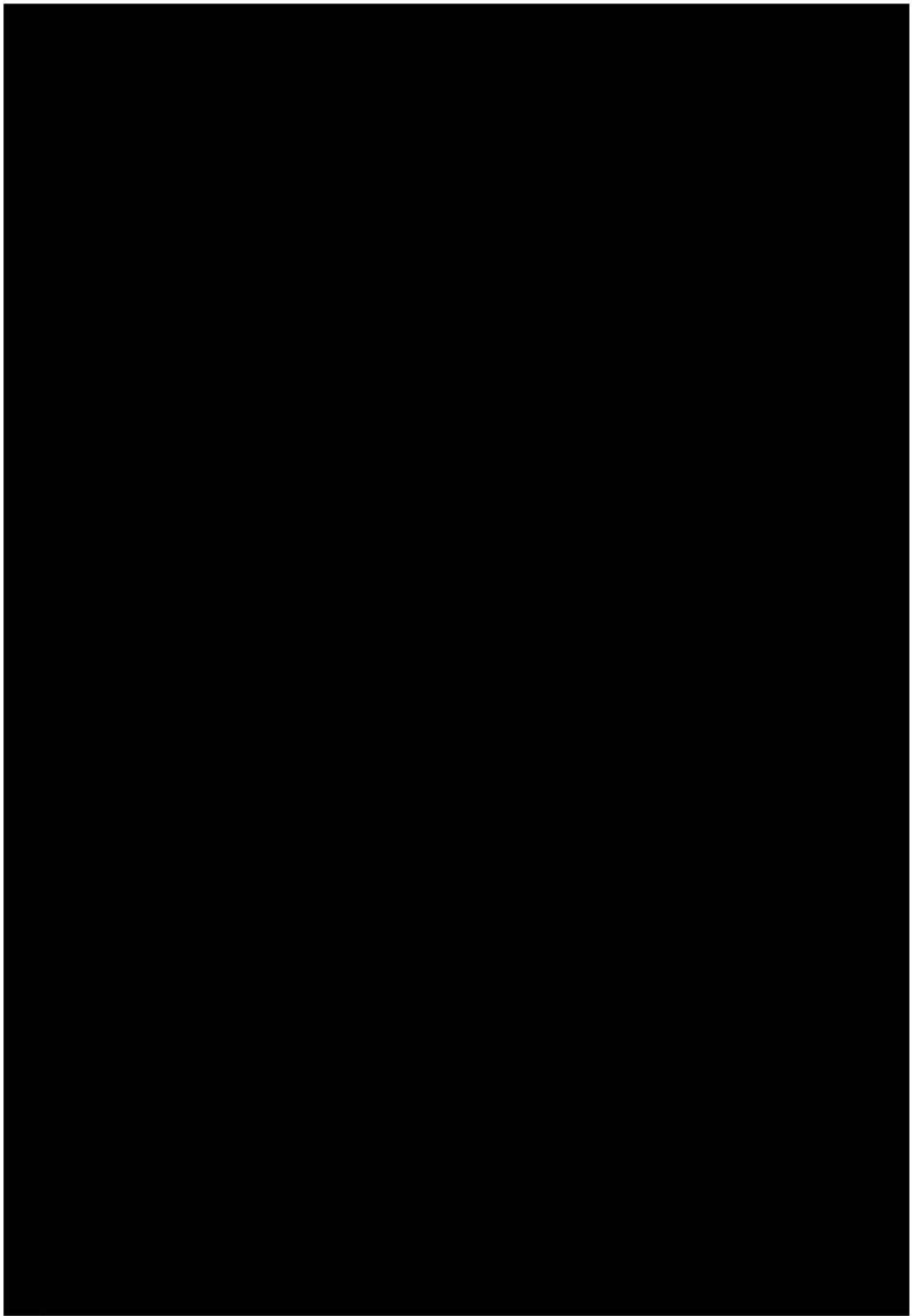


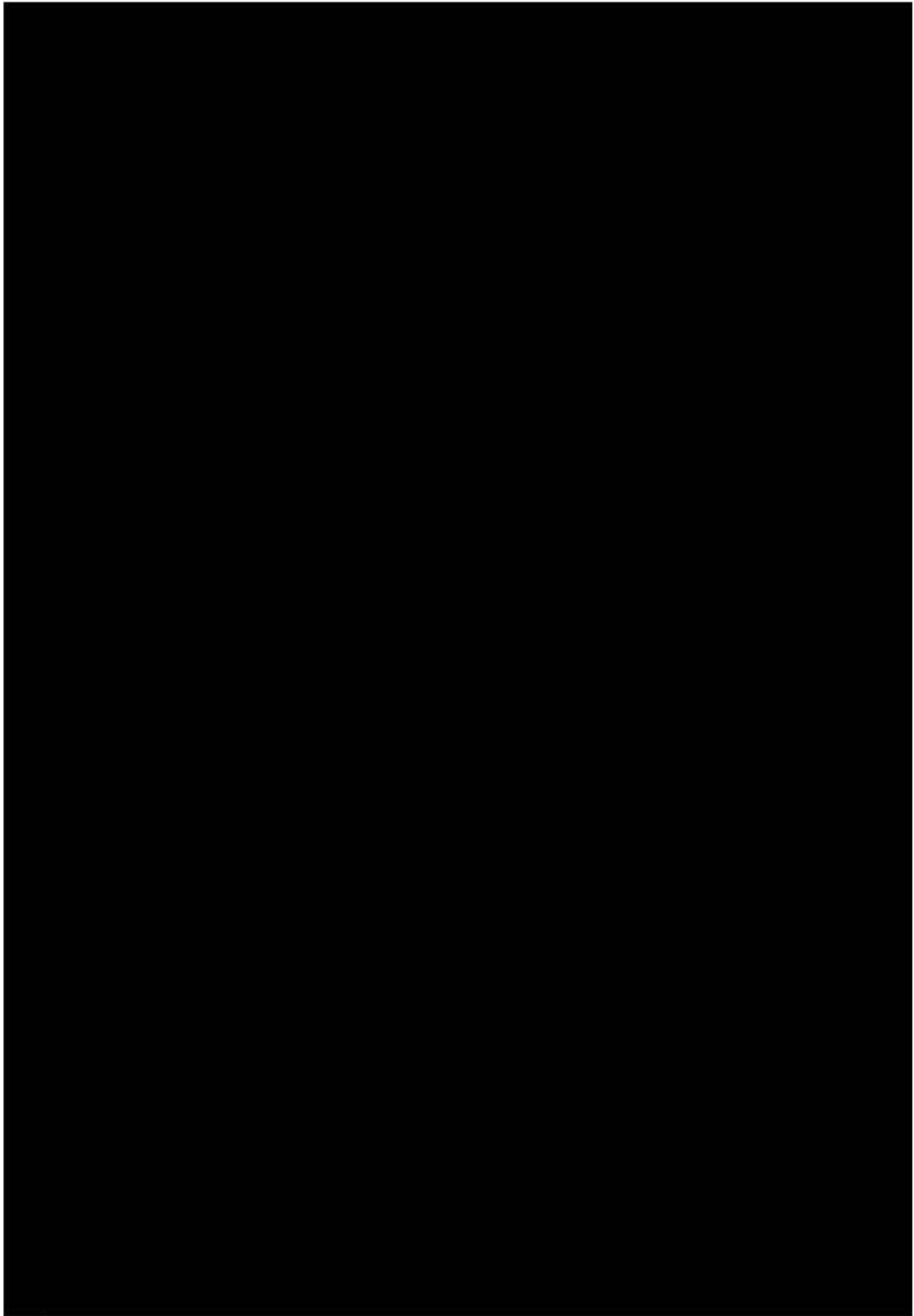


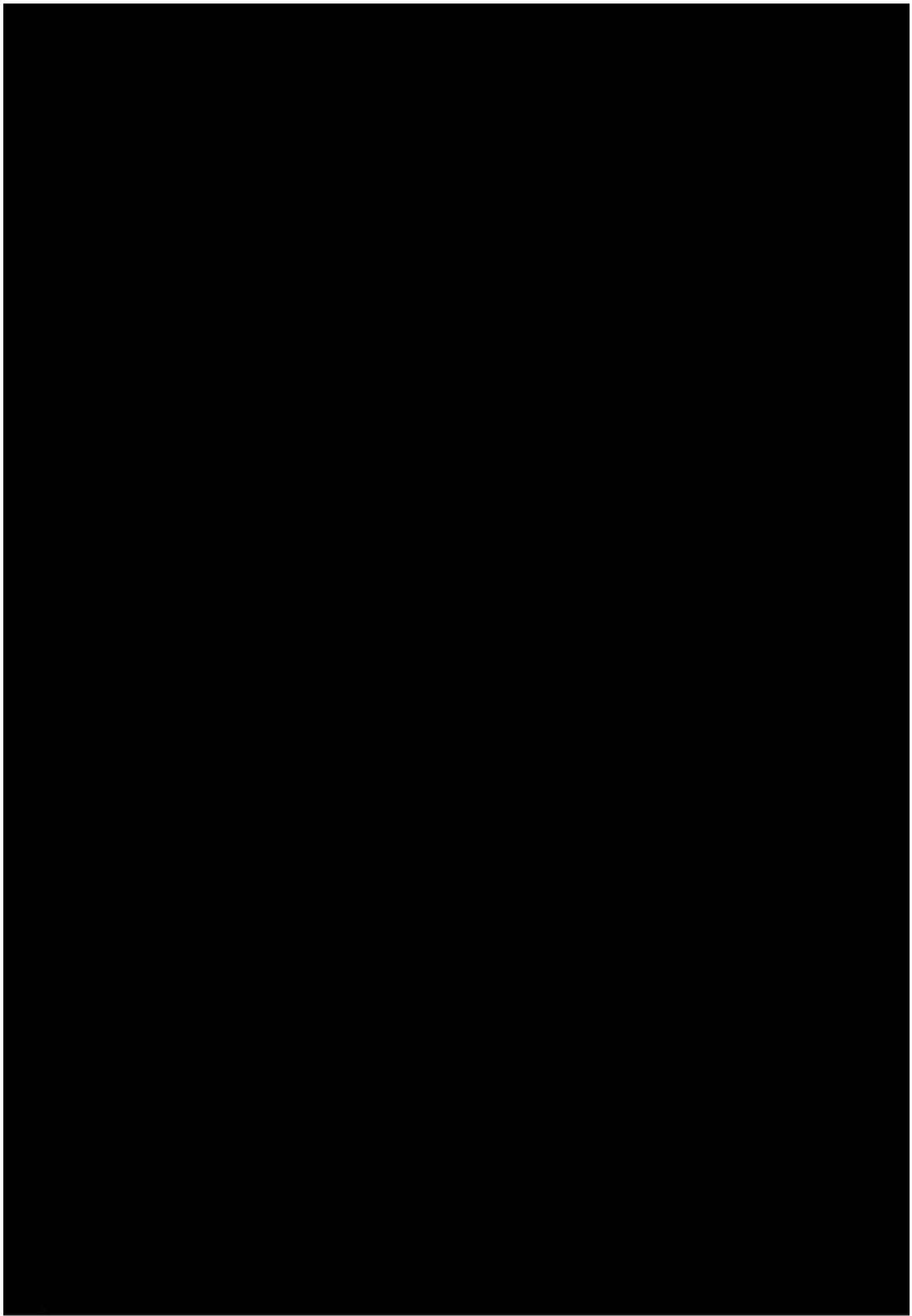


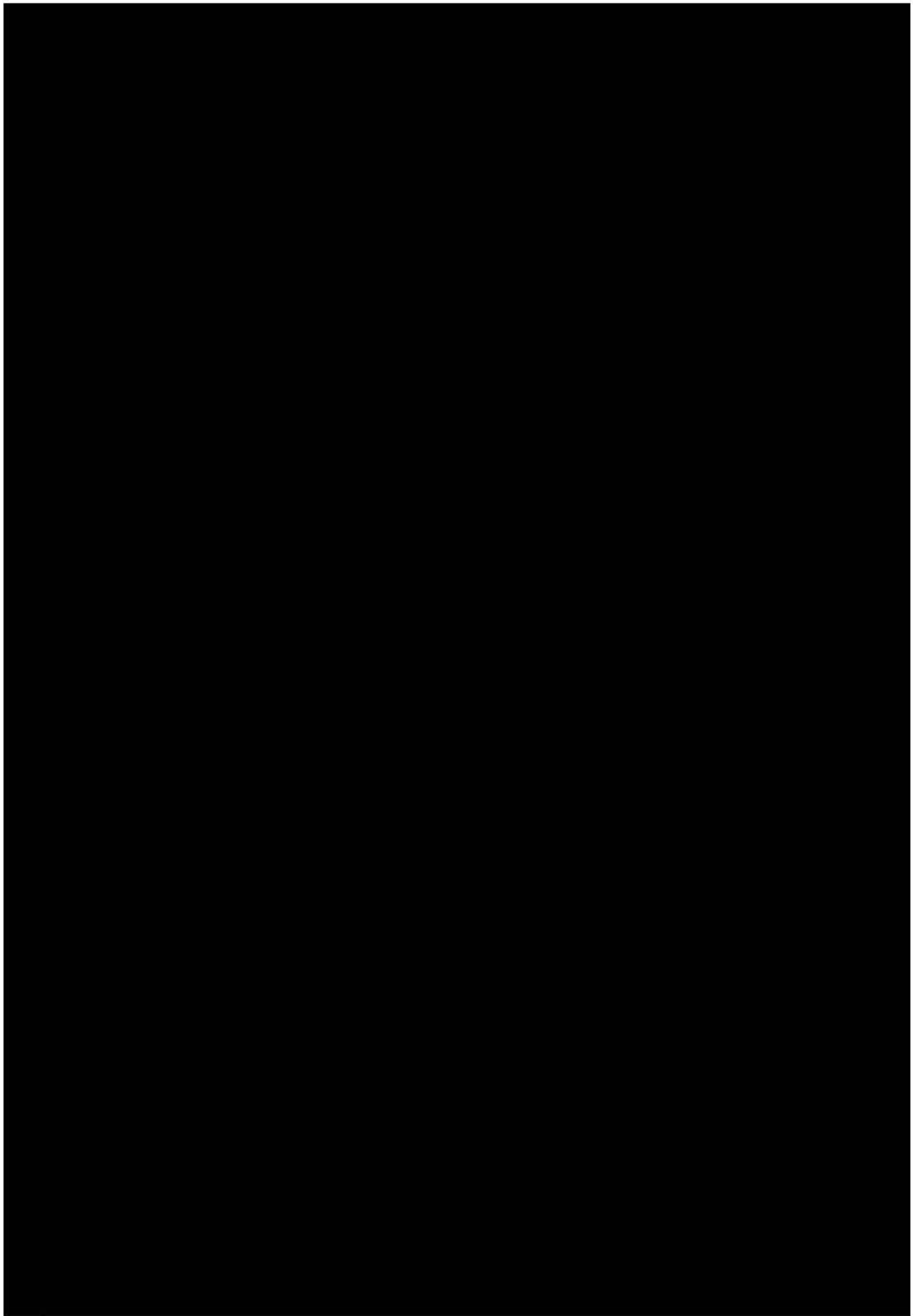


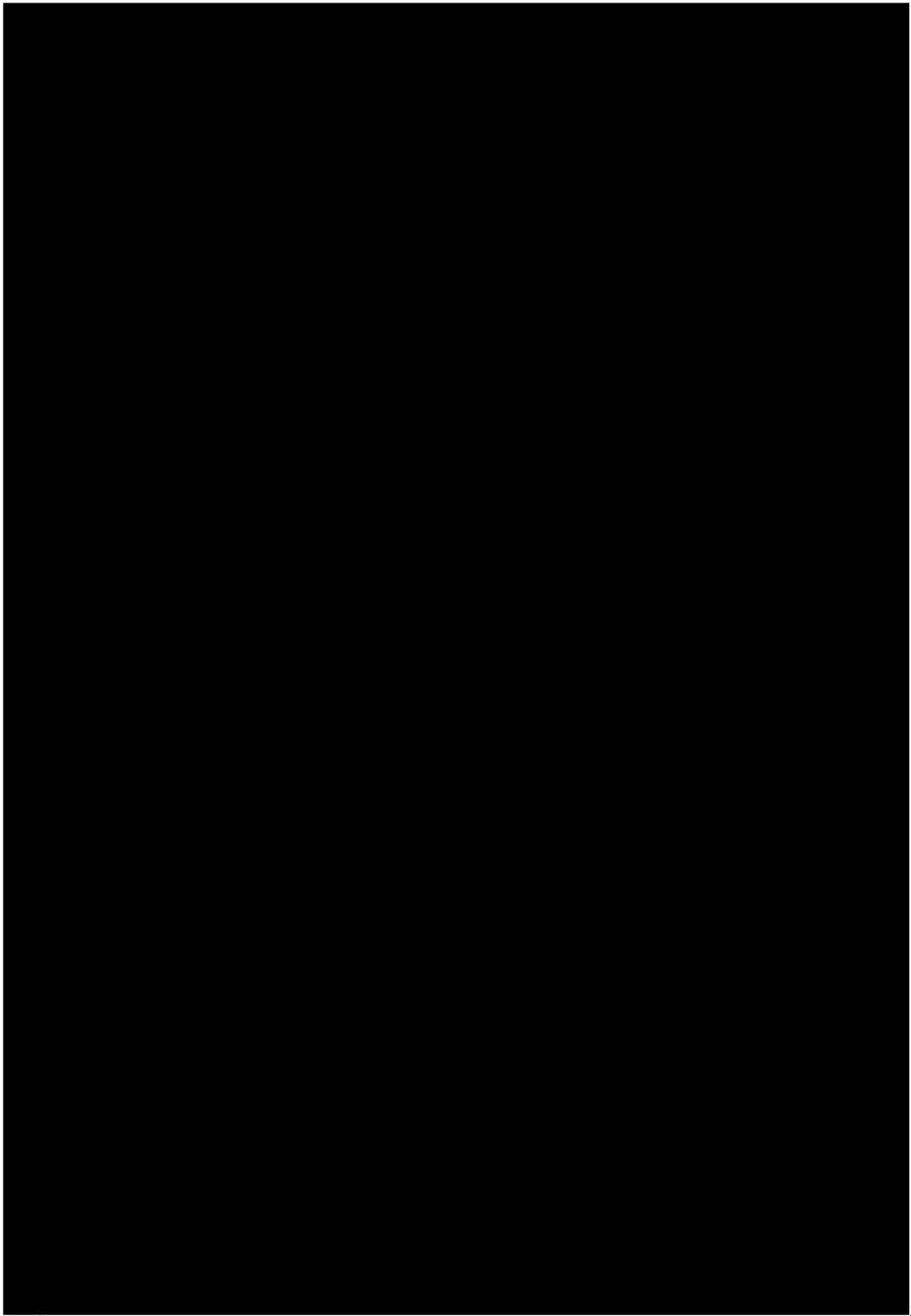












alf.

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	██████████ Head of Bids
Signature	██████████
Date	08/12/2021

For and on behalf of the Customer:

Name and Title	██████████
Signature	██████████
Date	14/12/2021