



OFFICIAL - Sensitive

INVITATION TO TENDER
EXTERNAL ADVOCACY ASSESSOR SERVICE
REFERENCE NUMBER
PR 28/2015
Issued - Monday 22 February 2016

OFFICIAL - Sensitive

Table of Contents

Section 1	Information and Instructions to Tenderers
Section 2	The Requirements
Section 3	Tender Evaluation
Section 4	Contacts for this Exercise
Section 5	Responses: <ul style="list-style-type: none">• Qualification Questionnaire• Technical Questionnaire• Commercial Questionnaire
Section 6	CPS Standard Terms and Conditions of Contract for Services
Appendix A	Other Definitions used in the Tender documentation

Annexes

A	Map of Crown Prosecution Service Area
B	Prosecutor Progression Framework
C	Sample National Standard for Advocacy Form
D	Travel & Subsistence Rates
E	Security Requirements

Section 1 Information and Instruction to Tenderers

1. General

- 1.1 The Crown Prosecution Service is seeking quotations from suppliers under the Terms & Conditions of this procurement (Section 5) for the appointment of a contractor to provide an external advocacy assessor service. The contractor shall provide qualified assessors to access the in-house advocates in contested cases in a live court environment in England and Wales.

TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS MAY BE REJECTED BY THE CROWN PROSECUTION SERVICE WHOSE DECISION IN THE MATTER SHALL BE FINAL

- 1.2 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important, therefore, that you provide all the information asked for in the format and order specified.
- 1.3 Tenderer's should read these instructions carefully before completing the Qualification, Technical and Commercial envelopes on the Bravo Solution portal. Failure to comply with these requirements for completion and submission of the Tender Response may result in rejection of the Tender. These instructions constitute the Conditions of Tender. Participation in the Tender process automatically constitutes acceptance of these conditions by the Tenderer.
- 1.4 All material issued in connection with this Invitation to Tender (ITT) shall remain the property of the Authority and shall only be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the CPS or securely destroyed by the Tenderer (at the CPS's option) at the conclusion of the procurement exercise.
- 1.5 The Tenderer shall not make contact with any employee, agent or consultant of the CPS who are in any way connected with this procurement exercise, during the period of this procurement exercise, unless instructed by the CPS.
- 1.6 The CPS shall not be committed to any course of action as a result of:
- Issuing this ITT or any invitation to participate in this procurement exercise
 - An invitation to submit any Response in respect of this procurement exercise
 - Communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement; or
 - Any other communication between the CPS directly (whether by its agents or representatives) and any other party.
- 1.7 Tenderers shall accept and acknowledge that by issuing this ITT, the CPS shall not be bound to accept any Tender and reserves the right not to conclude a Contract for the services for which Tenders are invited.
- 1.8 The CPS reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

2. Confidentiality

- 2.1 Subject to the exceptions referred to in paragraph 2.2, the contents of this ITT are being made available by the CPS on condition that:

OFFICIAL - Sensitive

- 2.1.1 Tenderers shall at all times treat the contents of the ITT and any related documents as Official-Sensitive, in accordance with HMG Security Classifications and shall take all necessary precautions appropriate to this level of classification.
- 2.1.2 Tenderers shall not disclose; copy, reproduce, distribute or pass any of the information to any person at any time or allow any of these things to happen.
- 2.1.3 Tenderers shall not use any of the information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender, and
- 2.1.4 Tenderers shall not undertake any publicity activity within any section of the Media.
- 2.2 Tenderers may disclose, distribute or pass any of the information to the Tenderer's advisors, sub-contractors or to another person provided that either:
- 2.2.1 This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
- 2.2.2 The Tenderer obtains the prior written consent from the CPS in relation to such disclose, distribution or passing of information; or
- 2.2.3 The Tenderer is legally required to make such a disclosure.
- 2.3 All information provided by the Tenderers will be treated as "Official-Sensitive" by the CPS and will not be disclosed to a third party without the written permission of Tenderers.
- 2.4 The CPS may disclose detailed information relating to Tenders to its officers, employees, agents or advisors and the CPS may make any of the Contract documents available for private inspection by its officers, employees, agents or advisors. The CPS also reserves the right to disseminate information that is materially relevant to the procurement of all Tenderers, even if the information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tender's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act 2000 (FoIA), as explained in paragraphs 3.1 to 3.3 below).

3. Freedom of Information

- 3.1 In accordance with the obligations and duties placed upon public authorities by the FoIA 2000, the CPS may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Act, be required to disclose information submitted by the Tenderer to the CPS.
- 3.2 In respect of any information submitted by a Tenderer that it considers being commercially sensitive, the Tenderer should:
- Clearly identify such information as commercially sensitive.
 - Explain the potential implications of such information.
 - Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

- 3.3 Where a Tenderer identifies information as commercially sensitive, the CPS will endeavour to maintain confidentiality. Tenderers should note, however, that even where information is identified as commercially sensitive, the CPS may be required to disclose such information in accordance with the FoIA.
- 3.4 Where a Tenderer receives a request for information under the FoIA during the procurement process, this should be immediately passed on to the CPS and the Tenderer should not attempt to answer the request without first consulting the CPS.

4. Tender Validity

Your organisations Tender should remain open for acceptance for a period of ninety (90) calendar days. A Tender valid period for a shorter period may be rejected.

5. Timescales

Set out below is the indicative procurement timetable. This is intended as a guide and whilst the CPS does not intend to depart from the timetable, it reserves the right to do so at any stage.

DATE / TIME	STAGE
22 February 2016	Publish OJEU Notice and ITT for the procurement on the CPS e-Tendering portal (Bravo) and Contracts Finder
24 March 2016 (12:00)	Deadline for Clarifications questions from interested parties
05 April 2016 (12:00)	Deadline for Tender Submissions
06 April 2016	Start of the Evaluation Process
03 May 2016	End of the Evaluation Process
04 May 2016	Contract Award Notification
04 May 2016	Start of the Standstill Period
16 May 2016	End of the Standstill Period
16 May 2016 to 31 May 2016	Contract preparation and Sign off
01 June 2016	Contract Start date

6. CPS's Contact Details

- 6.1 Unless stated otherwise in these instructions or in writing from the CPS, all communications from Tenderers (including their sub-contractors, consultants and advisors) during the period of this procurement exercise shall be directed to the designated Authority contact via the CPS e-Tendering portal.
- 6.2 All communications should include the name, contact details and position of the person making the communication.
- 6.3 Requests for Tender clarifications must be submitted in accordance with the procedure set out in paragraph 13 below – Queries Relating to Tender.

7. Intention to Submit a Tender

- 7.1 Tenders are invited for the supply of the provision of External Advocacy Assessor Service as detailed in the accompanying documents.
- 7.2 The CPS is utilising an electronic tendering tool to manage this procurement and to communicate

OFFICIAL - Sensitive

with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the Authority including submission of Tenderers responses will be conducted via the CPS e-Tendering portal (www.cps.bravosolution.com).

- 7.3 In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should indicate such by clicking the reject action on the ITT within the portal.

8. Preparation of Tender

- 8.1 Tenderers must obtain for themselves at their own responsibility and expense, all information necessary for the preparation of the Tender. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the CPS be liable for any costs or expenses borne by Tenderers or advisors in this process.
- 8.2 Tenderers are required to complete and provide all information required by the CPS in accordance with the Conditions of Tender and the Invitation To Tender. Failure to comply with the Conditions and the ITT may lead the CPS to reject a Tender Response.
- 8.3 The CPS relies on Tenderer's own review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 8.4 Tenderers should notify the CPS promptly of any perceived ambiguity, inconsistency or omission in this ITT; any of its associated documents and/or any other information issued to them during the procurement process.

9. Submission of Tenders

- 9.1 The Tender must be submitted via the CPS secure e-Tendering portal www.cps.bravo.solution.com no later than Tuesday 05 April 2016 at 12:00 hours. Tenders may be submitted at any time before the closing date. Tenders received before this deadline will be retained unopened until the opening date.
- 9.2 Tenderers must complete all relevant schedules and questionnaires.
- 9.3 Sales or technical literature may accompany the Tender documents, but answers to the technical and commercial envelopes should be in the tender format itself, with reference to any accompanying literature kept to a minimum.
- 9.4 Evaluation of the technical and commercial aspects of the bid will be undertaken independently. Therefore, please ensure that the answers are submitted within the appropriate technical and commercial envelopes on the portal.
- 9.5 Price and any financial data provided must be submitted in Great British Pounds (GBP).
- 9.6 The Tender and any documents accompanying it must be formatted in PDF read only format and be in the English language.
- 9.7 Tenderers are responsible for submitting the Responses on time. The e-Tendering portal closes automatically once deadline passes. In the event of failure of the Authority's systems, contact will be made with Tenderers to arrange an alternative route for Responses. Supplier system failures

should not be relied upon as providing good reason for the Authority to accept a late Response.

10. Canvassing

Any Tenderer who directly or indirectly canvasses any officer, employee or agent of the CPS concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

11. Disclaimers

11.1 Whilst the information in this ITT, due diligence information and supporting documents have been prepared in good faith.

11.2 Neither the CPS nor their advisors, officers, employees, other staff or agents:

- Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- Accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

11.3 Any persons considering making a decision to enter into the contractual relationships with the CPS following receipt of the ITT should make their own investigations and their own independent assessment of the CPS and its requirements for the provision of the requested services and should seek their own professional financial and legal advice. For avoidance of doubt, the provision of clarification of further information in relation to the ITT is only authorised to be provided following a query made in accordance with paragraph 13 of this ITT.

11.4 Any Contract concluded as a result of this ITT shall be governed by English law.

11.5 The CPS shall be under no obligation to accept the lowest Tender submission or any Tender.

12. Collusive Behaviour

Any Tenderer who:

- Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- Communicates to any party other than the CPS the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated; or
- Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- Offers or agrees to pay or does pay or give any sums of money, inducement or valuable

OFFICIAL - Sensitive

consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed tender, any act of omission, shall (without prejudice to any other civil remedies available to the CPS and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified

13. Queries Relating to Tender

- 13.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with 13.3 of these instructions.
- 13.2 The CPS will endeavour to answer all questions as quickly as possible and within forty eight (48) hours.
- 13.3 Clarification requests can be submitted via the portal from Monday 22 February 2016. No further requests for clarifications will be accepted after Thursday 24 March 2016 at 12:00 hours.
- 13.4 In order to ensure equality of treatment of Tenderers, the CPS intends to publish the questions and clarifications raised by Tenderers together with the CPS's responses (but not the source of the questions) to all participants on a regular basis.
- 13.5 Tenderers should indicate if a query is of a commercially sensitive nature, where disclosure of such query and the answer would or be likely to prejudice its commercial interests. However, if the CPS at its sole discretion does not either; consider the query to be of a commercially sensitive nature or one which all Tenderers would potentially benefit from seeing both the query and the CPS's response, the CPS will:
- Invite the Tenderer submitting the query to either declassify the query and allow the query along with the CPS's response to be circulated to all Tenderers; or
 - Request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query
- 13.6 The CPS reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

14. Amendments to Tender Documents

At any time prior to the deadline for the receipt of Tenders, the CPS may modify the ITT by amendment. Any such amendment will be dated and issued by the CPS to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the CPS may, at its discretion, extend the deadline for receipt of Tenders.

15. Late Tenders

The deadline for receipt of Tenders is Tuesday 05 April 2016 at 12:00 hours. Any Tender received after the deadline for receipt will be rejected and returned to the Tenderer.

16. Modification and Withdrawal

- 16.1 Tenderers may modify their response prior to the deadline via the portal. After the deadline, no Tender may be modified.

OFFICIAL - Sensitive

- 16.2 Tenderers may withdraw their Tender at any time prior to the deadline or any time prior to accepting the offer of a Contract via the e-Tendering Portal.

17. Right to Reject / Disqualify

The CPS reserves the right to reject or disqualify a Tenderer where:

- The Tenderer fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; or PQQ; and/or:
- The Tenderer is guilty of serious misrepresentation in relation to its Tender, expression of interest; or PQQ, and/or:
- There is a change in identity, control, financial standing or other factors impacting on the selection and/or evaluation process affecting the Tenderer.

18. Right to Cancel, Clarify or Vary the Process

The CPS reserves the right to:

- Amend the terms and conditions of the ITT process.
- Accept or reject any tender and to annul the Tender process and reject all Tenders at any time prior to Award of Contract without incurring any liability to the affected Tenderers.
- Require the Tender to clarify its Tender in writing and/or provide additional information. Failure to respond adequately may result in the Tenderer not being selected.

19. Notification of Award

The CPS will notify the successful Tenderer of their admission to the Contract in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Public Contracts Regulations 2006 within forty eight (48) days of award of the Contract.

20. Debriefing

Following the conclusion of the Contract, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. Unsuccessful Tenderers should notify the CPS in writing if they wish to be debriefed. The CPS will formally debrief unsuccessful Tenderers within fifteen (15) days of receiving such a request.

Section 2 The Requirements

21 Introduction

- 21.1 The Crown Prosecution Service (CPS) was set up in 1986 to prosecute criminal cases investigated by the police in England and Wales.
- 21.2 The CPS has thirteen (13) geographical Areas across England and Wales. Each Area is headed by a Chief Crown Prosecutor (CCP) who is responsible for the delivery of a high quality prosecution

service to their local Area. A map showing the CPS Areas and a list of CPS Groups is attached at Annex A.

- 21.3 The CPS is the largest law firm in the UK, dealing exclusively with criminal cases. In undertaking this role, the CPS has evolved over time to a service whose advocates routinely conduct their own cases, in the magistrates' courts, the Crown Court (CC) and beyond.
- 21.4 Crown Advocates (CAs) - The Courts and Legal Services Act 1990 and the Access to Justice Act 1990 made provision for and extended the scope of employed advocates to obtain Higher Rights. The Advocacy Strategy Programme (ASP) was established in April 2005 with the aim of transforming the CPS into a service that routinely conducts its own high quality advocacy in all courts, and across the full range of cases. The ASP is being revised for 2015-16 and is governed by the CPS Advocacy Business Board (ABB).
- 21.5 Since 2005, all areas have made progress in developing and deploying increasing numbers of CAs. Many areas are still covering a significant proportion of CC sessions, as well as increasing the range of trial advocacy as sole advocates, juniors and even leading juniors and conducting Court of Appeal work. From 2009-10 a process of advocacy assessment has been in place combining internal assessors and external providers to deliver a range of quality assessment of advocacy skills. Advocates in the CC undertake a range of work from preliminary hearings to complex trials dependent on their level within the Prosecutor Structure Framework. CAs are graded at levels 1-4 on the Framework.
- 21.6 Associate Prosecutors - The Criminal Justice and Immigration Act received Royal Assent on 8 May 2008. The first phase of the extension of powers came into effect on 28 July 2008. From that date Designated Caseworkers (now known as Associate Prosecutors (APs)) have been able to deal with a wider range of non-contested proceedings in the magistrates' courts. The second stage was the introduction of further powers in a small number of Pathfinder Areas early in 2009. This allows specially selected and trained APs (AP2s) to conduct trials and Newton Hearings in summary only non-imprisonable offences as well as 'Special Reason' hearings, contested specified 'preventative civil orders' and contested bind over proceedings
- 21.7 The CPS is committed to ensuring that the highest standards of advocacy are consistently achieved. To that end, effective quality control mechanisms are already in place to ensure that only appropriately skilled advocates are permitted to undertake CA or AP advocacy. Under the current system, CAs are required to demonstrate that they possess appropriate legal knowledge and advocacy skills by attendance on and passing two (2) courses before being deployed to deal with non-jury hearings in the CC. They must then undergo further training and testing before they can be deployed to deal with trials in the CC. They are then required to undergo a regular advocacy assessment as outlined in this document.

22 Background to the Requirements

- 22.1 In order to ensure on-going quality management and development of in-house advocates, the CPS is continuing the Advocacy Quality Assessment process. This provides a national system for advocacy assessment underpinned by a progressive training and development strategy. The following is currently being considered for the on-going assessment element of the process, which will encompass external assessment for trial advocates and internal CPS assessment for non-contested matters.
- 22.2 Advocacy assessment shall be provided on a national basis, for contested cases, through the use of external Contractor(s) by a team of advocacy assessors (EAAs) all operating according to the National Standards for Advocacy criteria (NSA) or such other applicable criteria(s) as agreed by the CPS to be in force at the time ('the agreed criteria').

OFFICIAL - Sensitive

- 22.3 Advocacy assessment shall be provided by a team of Internal Advocacy Assessors (IAAs) for non-contested work. IAAs are, currently, appointed in each CPS Area. Each IAA also operates to a set of common standards and assesses advocates in accordance with the agreed criteria. The Assessors have undergone a consistency setting exercise and meet regularly to maintain common standards.
- 22.4 The CPS seeks to engage the services of suitably qualified External Assessors who shall be required to:
- Independently assess the work and quality of in-house advocates in contested hearings;
 - Provide reports of such assessments in accordance with the agreed criteria;
 - Monitor and report on the assessment performance of the Internal Assessors; and
 - Conduct a proportion of assessments to supplement those covered by IAAs to provide an independent evaluation.
- 22.5 The objective of this procurement is to secure a Contractor for the continued external assessment element of in-advocates in contested cases. This procurement shall secure the services of the External Assessors on a national basis for a two (2) year period with the option to extend for a further twenty four (24) months in up to twelve (12) month increments. Potential Providers are hereby requested to submit proposals.

23 THE REQUIREMENT

- 23.1 Assessor Qualifications – External Assessors provided by the Tenderers shall:
- Be qualified barristers or solicitors with Higher Rights (Criminal);
 - Have a current criminal practice, whereby they personally undertake higher court advocacy including trial work, or a recent, extensive history of conducting contested advocacy in the higher courts;
 - Be National Institute for Trial Advocacy (NITA) trained (or equivalent);
 - Be accredited Inns of Court Advocacy Trainers (or equivalent).
- 23.2 Assessment Regime - It is proposed that assessments of in-house advocates in contested cases by the EAAs shall be conducted in a live court environment in a CC or magistrates' court in England and Wales and shall be conducted according to the agreed criteria.
- 23.3 EAAs shall be required to observe advocates conducting hearings of a type and length likely to provide a meaningful assessment of an advocate's ability within their level of practice. The nature and duration of assessments may therefore vary depending on the type of contested hearings observed and may include trials and Newton hearings.
- 23.4 Subject to any necessary security clearance EAAs shall be provided with copy prosecution papers in appropriate cases to assist in the assessment process. Provision for preparation time shall be included in the tender response.
- 23.5 Consistent rating and report forms shall be used which are consistent with CPS processes (sample template attached at Annex C). The CPS envisages that the assessment rating and report forms shall take at least an hour to complete, depending on the nature of the assessment conducted. This

shall include the use of the NSA Assessment Form (Annex C), as well as a narrative of performance identifying any specific training and development needs including any suggested training or specific improvement measures to be adopted. Verbal feedback using NITA or similar methodology to the candidates themselves, or involvement in any feedback session conducted by line management may also be required. Provision for feedback time shall be included in the Tender response.

- 23.6 EAAs shall be required to report their findings back to a designated contact in the relevant CPS Area (to be confirmed in the Contract). In addition, assessment data shall be provided by secure email to the Court Business Unit in Operations (CPS HQ).
- 23.7 Reports are to be sent via secure email within ten (10) working days of the assessment. If Contractors do not subscribe to secure email they shall be required to demonstrate capacity to conform to similar standards of security and data protection.
- 23.8 These reports are considered confidential. The EAA/External Contractor shall only disclose reports to the designated Area contact and the Court Business Unit at the CPS.
- 23.9 EAAs shall be required to retain their original notes for a period to be agreed between the CPS and the Contractor.
- 23.10 In respect of the process for quality assuring the assessment performance of IAAs themselves, EAAs shall be required to provide a report covering that process which shall include:
- An opinion on the quality of the IAA's assessments; detailed reference to any aspect of any assessment where the EAA disagreed with the IAA; and
 - The nature of that disagreement; and any impact that this may have had on the final rating.
 - EAAs should also identify cases where they would have rated an advocate in a different category to that of the IAA and provide a justification for their rating.
- 23.11 Under either assessment regime, EAAs shall be required to attend the Court in which the advocate appears in order to assess them. EAAs shall therefore be prepared to travel as required subject to a notice period to be agreed between the CPS and the Contractor. The volume of assessments required is fairly even across Areas with the highest concentrations in respect of CAs being in the West Midlands and London.
- 23.12 The CPS Area contact and EAA/Contractor shall use best endeavours to ensure that there is meaningful work available on any assessment days arranged. In the event that an EAA is deployed to a court and it is agreed between the CPS Area contact and the EAA that meaningful assessments cannot take place, payment shall be made at a reduced rate, to be agreed as part of the contract for services.
- 23.13 CPS shall reimburse reasonable travel expenses at standard rates on an actual cost basis or an agreed mileage rate (See Annex D).

24 PERFORMANCE REQUIREMENTS

- 24.1 In the first twelve (12) months of the Contract, EAAs shall be required to assess as a minimum, the following:
- Operational CAs conducting contested hearings identified by Areas as requiring assessment (a minimum of two hundred (200) assessments per annum);

OFFICIAL - Sensitive

- A percentage of external advocates applying for Joint Advocate Selection Committee (JASC) re-grading. This may involve approximately fifty (50) external advocates;
- Ten (10) % of the total assessments above may require an additional re-assessment where underperformance is initially identified.

24.2 It is anticipated that a similar volume of assessments shall be required, on a pro-rata basis, in the following twelve (12) months of the Contract.

24.3 Selection of advocates for assessment shall be undertaken in conjunction with a nominated contact within the CPS Area concerned.

24.4 If commissioned on a daily rate, EAAs shall be expected to undertake, on average, a minimum of one (1) assessment per assessor day.

NB. This is specified as a 'Court day'.

24.5 A 'Court day' (full day) is expected to be 10:00 hours to 17:00 hours.

24.6 If the case is delayed or does not take place the EAA shall claim a 'half day'. This shall be inclusive of either a morning or afternoon court session or part thereof.

24.7 Monitoring of Internal Assessors - In addition, EAAs shall be required to spend two (2) full days per contract year conducting an assessment of each IAA (see paragraph 23.10 above).

24.8 An Hourly rate shall also be supplied by the Tenderer (in their Tender response). This will allow the Contractor to submit invoices for periods of less than half day, or more than a half day but less than a full day for the purposes of attending appeals and meetings only.

25 OTHER REQUIREMENTS

25.1 The CPS requires the Contractor(s) to attend a one (1) day induction to take place in the CPS office, Rose Court, 2 Southwark Bridge, London, SE1 9HS (date to be confirmed when the contract is awarded).

25.2 Training - EAAs shall be required to demonstrate knowledge of CPS internal policies and procedures and undergo appropriate consistency training as required by the CPS.

25.3 Security - All EAAs shall be required to sign the Official Secrets Act (OSA) upon Contract award. Further details on aspects of security can be found at Annex E.

25.4 In addition, all EAAs shall undergo CPS security vetting procedures upon Contract Award. The individuals will be issued with a Disclosure and Barring Service (DBS) form to complete and instructions on how to complete the form.

25.5 EAAs shall have access to secure email.

25.6 External Contractors shall comply with Data Protection Act registration requirements.

25.7 In the event of any special needs or language requirements from CA's the CPS shall liaise with the Contractor to accommodate the individual.

26 GOVERNANCE / CONTRACT MANAGEMENT

OFFICIAL - Sensitive

- 26.1 The Contractor shall be managed by an official within the Contracting Authority who shall act as the Project Officer responsible for the day to day management of the contract. The Contractor shall appoint a Project Manager who shall act as the principal point of contact for the Contracting Authority. Quarterly telephone meetings will be held to review progress and delivery of the service and discuss any issues.
- 26.2 Once a year a meeting shall take place to review progress, outcomes and delivery of the service. The meeting shall consist of the Contracting Authority's Court Business Unit, the Contracting Authority's Procurement team and representatives from the Contractor.
- 26.3 The Contractor shall be responsible for organising and providing the secretarial and administrative support for review meetings. The Contracting Authority Project Officer will assist with booking meeting rooms at our offices, but the Contractor shall be expected to provide full secretariat and presentations.
- 26.4 The Contractor shall be responsible for any travel and subsistence costs incurred as a result of attendance at any review meeting.

27 PRICING

The Tenderer is required to provide a pricing proposal to include:

- One (1) day assessor induction in London.
- Two hundred (200) assessments per year.
- Time to write-up and submit the assessment forms for each CA to the CPS via email. This shall include possible interactions with CPS to ensure the forms are completed accurately.
- Ten (10) % of re-assessments of the CAs.
- Full day rate (not to be assessed as part of the Tender pricing calculation).
- Half day rate (not to be assessed as part of the Tender pricing calculation).
- Hourly rate (not to be assessed as part of the Tender pricing calculation).

28 INVOICING

- 28.1 Invoices shall be paid monthly by the CPS on completion of each assessment and receipt of the approved assessor forms.
- 28.2 Invoices shall be clearly itemised and shall include the correct Purchase Order number, dates of assessment, individual name of the person assessed, court venue and Contractors assessor.
- 28.3 The CPS requires all ordering and payment procedures to be conducted via an e-procurement system; the Procserve e-Marketplace Supplier Portal. The CPS shall provide guidance for the registration and use of the system and shall sponsor the winning Tenderer to use this system at no cost to the Contractor.
- 28.4 A Purchase Order shall be issued via this system. This shall be received by the Contractor as an

attachment to an email and also directly into their supplier portal. CPS shall require the winning Tenderer to submit their requests for payment as an e-invoice.

29 Clarifications

Enquiries and requests for clarification are welcome and must be submitted via the CPS secure e-Tendering portal at the latest by **12:00 hours Thursday 24 March 2016**. In accordance with our normal policy for handling supplier questions, we will circulate an anonymised set of questions with our responses to all suppliers that have expressed an interest – usually within twenty four (24) hours of the above deadline.

30 Responses

Active Tenderers are requested to provide a response through the CPS secure e-Tendering portal by **12:00 hours Tuesday 05 April 2016**. The response must include:

- Details of a nominated contact handling the proposal for the Tenderer.
- Up to two (2) CVs maximum per Tenderer from candidates that in the Tenderer's opinion meet the minimum requirements in the Person Specification, who have the flexibility to be available to meet the requirements of the appointment and who can offer a personal statement demonstrating experience in adding value to similar projects.

The personal statement element of the response should not exceed six hundred (600) words and must include details of at least one (1) relevant reference site/project where the candidate has worked in the last three (3) years. Referees may be contacted following the interview stage of the process.

- Full inclusive Hourly rate offer for the candidate.

Section 3 Tender Evaluation

31 Introduction

The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the Most Economically Advantageous Tender (MEAT).

32 Evaluation of Tenders

32.1 Tenderers are required to complete the Qualification section on the CPS e-Tendering Portal.

32.2 Tenderers Responses to the questions contained in the Response Requirement and their Response to the specification along with pricing information and any other information specifically related to the evaluation of Tenders and requested by the CPS in this ITT will be evaluated against Technical and Commercial Responses, details of which are shown in table below:

HIGH LEVEL EVALUATION CRITERIA FOR SELECTION OF PROVIDERS ONTO THE FRAMEWORK		
	Criterion	Percentage Weighting
	Technical and Professional Capability	60

	Price / Commercials	40
--	----------------------------	-----------

- 32.3 Under the Technical Capability criteria each question will have a number of sub-criteria against which Tenderers responses will be evaluated, details of which are included in the Technical envelope of the e-Tendering portal and in Section 6, Technical Questionnaire.
- 32.4 A single Tenderer will be offered a Contract who, in the opinion of the CPS at the conclusion of the evaluation, offers the Most Economically Advantageous Tender to the CPS having regard to the award criteria set out in the table above (32.2).

33 Scoring Definitions

Assessment	Score	Interpretation
Excellent	10	Exceeds the requirement and offers significant additional benefits and added value. Excellent demonstration by the Contractor of the relevant ability, understanding, experience, skills, resource and quality measures required. Compelling and coherent evidence support this and identifies factors that will offer significant added value.
Good	8	Satisfies the requirement and offers some minor additional benefits or added value. Good demonstration by the Contractor of the relevant ability, understanding, experience, skills, resource and quality measures required. Strong evidence supports this and identifies one or more factors that will add benefit or value.
Acceptable	6	Satisfies the requirement. Demonstration by the Contractor of the relevant ability, understanding, experience, skills, resource and quality measures required. Satisfactory evidence to support this but no additional benefits or added value.
Minor Reservations	4	Minor reservations. Some reservations about the Contractor's relevant ability, understanding, experience, skills, resources and quality measures required. Limited evidence of meeting the requirements and demonstrates limited level of quality of the solution.
Serious Reservations	2	Major reservations. Serious concerns about the Contractor's relevant ability, understanding, experience, skills, resources and quality measures required and very limited evidence provided to support the Response.
Unacceptable	0	Unacceptable as does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Contractor has the relevant ability, understanding, experience, skills, resources and quality measures required. Little or no evidence to support the Response.

34 Evaluation Process

- 34.1 Proposals will be subject to a thorough evaluation. This may result in an award of contract. The evaluation process will comprise the following phases:

34.1.1 Phase 1: Compliance Checks

(a) Receipt & Opening:

ITT responses will be formally logged upon receipt in accordance with the CPS's procurement procedures. Any ITT response that is received at the designated point after the deadline will be rejected and not considered for evaluation.

(b) Compliance Check:

The CPS will examine Tenders for completeness and may seek clarification where necessary. Prior to detailed evaluation, the CPS will determine whether a Tender substantially fulfils the conditions in the Tender documents. A Tender determined as not substantially fulfilling the conditions in the Tender documents will be rejected.

34.1.2 Phase 2: Independent Evaluation of Tender Responses

(a) Qualitative/Technical Evaluation

(b) Quantitative/Commercial Evaluation

34.1.3 Phase 3: Moderation of Scores

- Moderation and merging of qualitative and quantitative evaluation scores / rankings to produce final scores.

34.1.4 Final Moderation

- Final moderation meeting to moderate and merge scores gathered from individual evaluations.

34.1.5 Evaluation Report and Recommendations

- Summary of commercial review process undertaken. Reasons for selecting / not selecting Suppliers.

35 Award of Contract

35.1 The CPS will notify the successful and unsuccessful Tenderers via the CPS secure e-tendering Portal of any intention to award a Contract.

35.2 Following the Contract Award notification there will be a ten (10) day standstill period on this Tender, therefore, subject to there being no substantive challenge to that intention; a Contract will be formally awarded to the successful Tenderer.

36 Debriefing

Following the conclusion of the procurement competition, all unsuccessful Tenderers will be afforded the opportunity of a debrief. Unsuccessful Tenderers should notify the CPS in writing on the e-tendering portal that they wish to be debriefed. The CPS will formally debrief the unsuccessful Tenderer within fifteen (15) days of receiving such a request.

Section 4 Contacts for this Exercise

37 Points of Contact

- 37.1 In your response please nominate a suitable single point of contact (including email address and phone number) for any correspondence relating to this ITT.
- 37.2 Correspondence shall be made via the CPS secure e-Tendering portal. Urgent issues may be sent direct to:

Simon Whitehead (Procurement Manager)
CPS Procurement & Commercial Services
Main contact : dpu@cps.gsi.gov.uk

Tel: 0203 3570128

Section 5 Tenderer Responses

Qualification Questionnaire

Qualification Questionnaire: 1.1 Notes for completion

	Question	Description
1.1.1	Declaration	By submitting a response I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisations suitability to be invited to participate further in this procurement, and I am signing on behalf of the organisation named in my response I understand that the Contracting Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions. I also declare that there is no conflict of interest in relation to the Contracting Authority's requirement
1.1.2	Notes for completion	<p>1. Contracting Authority means the public sector Contracting Authority, or anyone acting on behalf of the Contracting Authority, that is seeking to invite suitable suppliers to participate in this procurement process.</p> <p>2. You/Your or Supplier means the body completing these questions i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided. The Supplier is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.</p> <p>3. This form has been designed to assess the suitability of a Supplier to deliver the contracting authority's contract requirement(s).</p> <p>4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly N/A.</p> <p>5. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.</p>

OFFICIAL - Sensitive

1.1.3	Verification of Information Provided	6. Whilst reserving the right to request information at any time throughout the procurement process, the Contracting Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified requirements (such as the questions in section 7 of this form relating to Technical and Professional Ability) the Contracting Authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.
1.1.4	Sub-contracting arrangements	<p>7. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</p> <p>8. The Contracting Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Contracting Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The Contracting Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.</p>
1.1.5	Consortia arrangements	<p>9. If the Supplier completing this form is doing so as part of a proposed consortium, the following information must be provided;</p> <ul style="list-style-type: none"> • names of all consortium members; • the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and • if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix. <p>10. Please note that the Contracting Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.</p> <p>11. All members of the consortium will be required to provide the information required in all sections of the form as part of a single composite response to the Contracting Authority i.e. each member of the consortium is required to complete the form.</p> <p>12. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.</p> <p>13. The Contracting Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Contracting Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried</p>

		out by applying the selection criteria to the new information provided. The Contracting Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.
1.1.6	Confidentiality	<p>14. When providing details of contracts in answering section 6 of this form (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.</p> <p>16. The Contracting Authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Contracting Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.</p> <p>17. The Contracting Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations.</p>

Qualification Questionnaire: 1.2 Supplier Information

	Question	Description	Question Type
1.2.1	1.1a)	*Supplier Name - Full name of the Supplier completing the form	Text
1.2.2	1.1b)	*Company Address - Registered company address	Text
1.2.3	1.1c)	Company Number - Registered company number	Numeric
1.2.4	1.1d)	Charity Number - Registered charity number	Numeric
1.2.5	1.1e)	*VAT Number - Registered VAT number	Numeric
1.2.6	1.1f)	*Immediate Parent Company - Name of immediate parent company	Text
1.2.7	1.1g)	*Ultimate Parent Company - Name of ultimate parent company	Text
1.2.8	1.1h)	*Trading status - Please tick the relevant box to indicate your trading status	Options List
1.2.9	1.1hv)	Other - Other	Text
1.2.10	1.1i)	*Company Classifications - Please tick the relevant boxes to indicate whether any of the following classifications apply to you - See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/factsfigure-analysis/sme-definition/	Options List

Qualification Questionnaire: 1.3 Bidding model

	Question	Description	Question Type
1.3.1	1.2a)	* Contract deliverables - Please indicate whether you are Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	Text
1.3.2	1.2b)	* Third parties - Please indicate whether you are Bidding as a Prime Contractor and will use third parties to deliver some of the services	Options List

1.3.3	1.2b)i)	Third parties - If yes, Please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	Text
1.3.4	1.2c)	* Managing Agent - Please indicate whether you are Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services?	Options List
1.3.5	1.2c)i)	Managing Agent - If yes, Please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	Text
1.3.6	1.2d)	* Consortium - Please indicate whether you are Bidding as a consortium but not proposing to create a new legal entity.	Options List
1.3.7	1.2d)i)	Consortium - If yes, Please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	Text
1.3.8	1.2e)	* Consortium - 2 - Please indicate whether you are bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).	Options List
1.3.9	1.2e)i)	Consortium - 2 - If yes, Please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.	Text

Qualification Questionnaire: 1.4 Contact details

	Question	Description	Question Type
1.4.1	1.3a)	* Supplier Contact Name - Name of supplier contact details for the enquiries about this procurement.	Text
1.4.2	1.3b)	* Postal Address - Postal address of supplier contact details for the enquiries about this procurement.	Text
1.4.3	1.3c)	* Country - Country of supplier contact details for the enquiries about this procurement.	Text
1.4.4	1.3d)	* Phone - Phone of supplier contact details for the enquiries about this procurement.	Text
1.4.5	1.3e)	* Mobile - Mobile of supplier contact details for the enquiries about this procurement.	Text
1.4.6	1.3f)	* E-mail - E-mail of supplier contact details for the enquiries about this procurement.	Text

Qualification Questionnaire: 1.5 Licensing and registration

	Question	Description	Question Type
1.7.1	1.4.1	*Registration with a professional body If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).	Options List
1.7.2	1.4.1b)	If yes - Please provide the registration number in this	Text
1.7.3	1.4.2	* Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?	Options List
1.7.4	1.4.2b)	If yes - Please provide additional details of what is required and confirmation that you have complied with this.	Text

Qualification Questionnaire: 1.6 Grounds for mandatory exclusion

	Question	Description	Question Type
1.6.1	Grounds for mandatory exclusion	<p>You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).</p> <p>If you have answered yes to question 1.7 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using an attachment. You may contact the authority for advice before completing this form.</p>	
1.6.2	2.1a)	* Grounds for mandatory exclusion - Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/	Options List

		JHA on the fight against organised crime;	
1.6.3	2.1b)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	Options List
1.6.4	2.1c)	* Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of the common law offence of bribery	Options List
1.6.5	2.1d)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983.	Options List
1.6.6	2.1e)i)	* Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: (i) The offence of cheating the Revenue	Options List
1.6.7	2.1e)ii)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: (ii) The offence of conspiracy to defraud	Options List
1.6.8	2.1e)iii)	Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial	Options List

		interests of the European Communities: (iii) Fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978	
1.6.9	2.1e)iv)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: (iv) Fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006	Options List
1.6.10	2.1e)ix)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: (ix) The possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act	Options List
1.6.11	PQQ-2.1e)v)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of the following offences, where the offence relates to fraud affecting the European Communities? financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: (v) Fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994	Options List
1.6.12	PQQ-2.1e)vi)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of the following offences, where the offence relates to fraud affecting the European Communities? financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:	Options List

		(vi) An offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993	
1.6.13	2.1e)vii)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of the following offences, where the offence relates to fraud affecting the European Communities? financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969	Options List
1.6.14	2.1e)viii)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of the following offences, where the offence relates to fraud affecting the European Communities? financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: (viii) Fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006	Options List
1.6.15	2.1f)i)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any offence listed (i) in section 41 of the Counter Terrorism Act 2008;	Options List
1.6.16	2.1f)ii)	Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any offence listed (ii) In Schedule 2 to that Act where the court has determined that there is a terrorist connection	Options List
1.6.17	2.1g)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f)	Options List
1.6.18	2.1h)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control	Options List

		been convicted of money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;	
1.6.19	2.1i)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	Options List
1.6.20	2.1j)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004	Options List
1.6.21	2.1k)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of an offence under section 59A of the Sexual Offences Act 2003	Options List
1.6.22	2.1l)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of an offence under section 71 of the Coroners and Justice Act 2009	Options List
1.6.23	2.1m)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;	Options List
1.6.24	2.1n)i)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any other offence within the meaning of Article 57(1) of the Public Contracts Directive (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland;	Options List
1.6.25	2.1n)ii)	*Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any other offence within the meaning of Article 57(1) of the Public Contracts Directive (ii) created, after the day on which these	Options List

		Regulations were made, in the law of England and Wales or Northern Ireland.	
--	--	---	--

Qualification Questionnaire: 1.7 Non-payment of taxes

	Question	Description	Question Type
1.7.5	2.2	*Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?	Options List
1.7.6	2.2ii)	If yes - Please provide further details. Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?	Text

Qualification Questionnaire: 1.8 Grounds for discretionary exclusion - Part 1

	Question	Description	
1.8.1	Grounds for discretionary	exclusion Part 1 The authority may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs 1.8	
	Question	Description	Question Type
1.8.2	3.1a)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	Options List
1.8.3	3.1b)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	Options List

1.8.4	3.1c)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation is guilty of grave professional misconduct, which renders its integrity questionable;	Options List
1.8.5	3.1d)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation has entered into agreements with other economic operators aimed at distorting competition;	Options List
1.8.6	3.1e)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;	Options List
1.8.7	3.1f)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: The prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	Options List
1.8.8	3.1g)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	Options List
1.8.9	3.1h)i)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation has been guilty of serious misrepresentation in supplying the information enquired for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria	Options List
1.8.10	3.1h)ii)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015	Options List
1.8.11	3.1i)aa)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation unduly influence the decision-making process of the Contracting Authority	Options List
1.8.12	3.1i)bb)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation obtain	Options List

		confidential information that may confer upon your organisation undue advantages in the procurement procedure	
1.8.13	3.1j)	*Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation: Your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Options List
	Question	Description	
1.8.14	Conflicts of interest	In accordance with question 1.8.6, the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.	
1.8.15	Taking Account of Bidders' Past Performance	<p>In accordance with question 1.8.8, the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this form. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.</p> <p>In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.).</p> <p>Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).</p>	
1.8.16	?Self-cleaning?	<p>Any Supplier that answers 'Yes' to questions 1.6, 1.7 and 1.8 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively 'self-cleans' the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.</p> <p>If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.</p> <p>In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;</p> <ul style="list-style-type: none"> • paid or undertaken to pay compensation in respect of any damage caused by the criminal offence 	

		<p>or misconduct;</p> <ul style="list-style-type: none"> • clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and • taken concrete technical, organisational and personnel measures that is appropriate to prevent further criminal offences or misconduct. <p>The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.</p>
--	--	--

Qualification Questionnaire: 1.9 Grounds for discretionary exclusion – Part 2

	Question	Description	
1.9.1	Grounds for Discretionary exclusion? Part 2	<p>The authority reserves the right to use its discretion to exclude a supplier where it can demonstrate the supplier's non-payment of taxes/social security contributions where no binding legal decision has been taken.</p> <p>Please note that the Section relating to tax compliance only applies where the Authority has indicated that the contract is over £5million in value, and the Authority is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).</p> <p>'Occasion of Tax Non-Compliance' means:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <ol style="list-style-type: none">1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or <p>(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion</p>	
	Question	Description	Question Type
1.9.2	4.1	*From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012; Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion	Options List
1.9.3	4.2	*From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October	Options List

		2012; Been found to be incorrect as a result of: HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the 'Halifax' abuse principle; or a tax authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established	
1.9.4	4.3	<p>If answering 'Yes' to either question above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the authority to take into consideration. This could include, for example:</p> <ul style="list-style-type: none"> • Corrective action undertaken by the Supplier to date; • Planned corrective action to be taken; • Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or • Changes in financial, accounting, audit or management procedures since the OONC. 	Attachment
	Question	Description	
1.9.5	Note	<p>In order that the authority can consider any factors raised by the Supplier, the following information should be provided:</p> <ul style="list-style-type: none"> • A brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign Tax Authority has challenged pursuant to the GAAR, the "Halifax" abuse principle etc. • Where the OONC relates to a DOTAS, the number of the relevant scheme. • The date of the original "non-compliance" and the date of any judgement against the Supplier, or date when the return was amended. • The level of any penalty or criminal conviction applied. 	

Qualification Questionnaire: 1.10 Economic and Financial Standing

	Question	Description	Question Type
1.10.1	5.1	<p>*Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with picking the relevant box.</p> <p>A) A copy of the audited accounts for the most recent two years B) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation C) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and</p>	Options List

		credit position D) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
1.10.2	5.2	*Financial Information - Please attach the relevant document for the answer you indicated in the question above	Attachment
1.10.3	5.2ii)	*Where the authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this PQQ, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.	Options List
1.10.4	5.3	*Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?	Options List
1.10.5	5.3ii)	If yes, please provide the name of the organisation and relationship to the Supplier completing the PQQ	Text
1.10.6	5.3iii)	If yes, please provide Ultimate / parent company accounts if available.	Attachment
1.10.7	5.3iv)	If yes, would the Ultimate / parent willing to provide a guarantee if necessary?	Options List
1.10.8	5.3v)	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)	Options List

Qualification Questionnaire: 1.11 Technical and Professional Ability

	Question	Description	Question Type
1.11.1	6	<p>*Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the Authority's requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.</p> <p>Provide details of:</p> <p>6.1) Name of customer organisation</p> <p>6.2) Point of contact in customer organisation Position in the organisation E-mail address</p> <p>6.3) Contract start date Contract completion date Estimated Contract Value</p> <p>6.4) In no more than 500 words, please provide a brief description of the contract delivered including evidence</p>	

		<p>as to your technical capability in this market.</p> <p>The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>	
	6ii)	Relevant experience and contract examples - If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.	Attachment

Qualification Questionnaire: 1.12 Insurance

	Question	Description	
1.12.1	Additional PQQ modules	Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by answering 'yes' to the relevant sections.	
	Question	Description	Question Type
1.12.2	PQQ-7 B	<p>*Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5M</p> <p>Public Liability Insurance = £5M</p> <p>Professional Indemnity Insurance = £5M</p> <p>Product Liability Insurance = £5M</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	Options List

Qualification Questionnaire: 1.13 Compliance with equality legislation

	Question	Description	Question Type
1.13.1	7 C1	*For organisations working outside of the UK please refer to equivalent legislation in the country that you are located: In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	Options List
1.13.2	7 C2	*For organisations working outside of the UK please refer to equivalent legislation in the country that you are located: In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?	Options List
1.13.3	7 C2ii)	*If you have answered 'yes' to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.	Attachment
1.13.4	7 C3	*For organisations working outside of the UK please refer to equivalent legislation in the country that you are located: If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Options List

Qualification Questionnaire: 1.14 Environmental Management

	Question	Description	Question Type
1.14.1	PQQ-7-D1	*Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?	Options List

1.14.2	PQQ-7 D1ii)	If your answer is 'Yes', please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.	Attachment
1.14.3	PQQ-7 D2	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	Options List

Qualification Questionnaire: 1.15 Health and Safety

	Question	Description	Question Type
1.15.1	7 E1	*Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Options List
1.15.2	7 E2	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	Options List
1.15.3	7 E2ii)	If your answer is 'Yes', please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	Attachment
1.15.4	7 E3	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Options List

TECHNICAL QUESTIONNAIRE

NB. Tenderers' are reminded to be considered for this procurement your organisation must submit completed Technical and Commercial Questionnaires.

1. The maximum marks available for this part of the Tender will be 60%.
2. For each of the evaluation questions set out below, scores will be awarded to Tenderers' answers as follows:

Scoring Criteria

If a score of zero is awarded to a response to one (1) or more of questions E01 to E04 the Authority shall reject the Tender.

E01 Understanding the Requirement

Weighting 30%

Please demonstrate your organisations' understanding of the Specification of Requirements for this procurement.

Evaluation Criteria:

- Demonstrating an understanding of the purpose of the requirement, identifying the overall aim of the requirements as set out in Section 2: The Requirements.
- Demonstrating an understanding of the role of the Assessor.

Please upload your response with filename "Your Organisation Name_E01". Your response must be no more than 2 sides of A4, minimum font size 10. Any material exceeding this page length shall be discounted from the evaluation.

E02 Staffing Provision

Weighting 40%

Please provide details of the relevant assessor(s) your organisation is providing the Authority to enable the requirements of this project to be fully met. Please include the CV's of the relevant assessors with information on relevant skills, knowledge and experience.

Evaluation Criteria:

- Identification of the individuals who will deliver the specification and their specific expertise and training qualifications / experience with a description of roles and activity.
- Evidence should be shown against the criteria detailed in Section 2, 2.1 The Requirement.
- Include relevant experience in the provision of feedback using either the NITA (National Institute for Trial Advocacy) method or the Hampel method of feedback delivery.

Please upload your response with filename "Your organisation Name_E02". Your response must be no more than 2 sides of A4, minimum font size 10. Any material exceeding this page length shall be discounted from the evaluation. (CV's are in addition to this page limit).

E03 Project Management and Reporting

Weighting: 20%

Describe your organisation's project management and reporting methodology, with particular reference to delivering to time and budget.

Evaluation Criteria:

- Provide a project plan identifying milestones and deliverables.
- Demonstrate how your organisation will ensure that key dates or deliverables will be met.
- Demonstrate how your organisation will quality assure outputs, including the quality of the final assessment reports.

Please upload your response with filename "Your organisation Name_E03". Your response must be no more than 2 sides of A4, minimum font size 10. Any material exceeding this page length shall be discounted from the evaluation.

GOVERNANCE QUESTIONNAIRE

E04 Equality & Diversity Policy

Weighting: 10%

The Authority is committed to promoting equality and diversity within its operations and service delivery.

Evaluation Criteria:

Your organisation's Tender shall:

- include a copy of your organisations equality and diversity policy or an equivalent document which shows your organisation's commitment to equality and diversity and which is compliant with relevant legislation.
- describe the steps you have taken to:
 1. monitor equality and diversity performance;
 2. implement training programmes for raising awareness;
 3. ensure staff and sub-contractors working on the contract comply appropriately with the relevant legislation; and
 4. address cases of discrimination and other breaches and set out measures for preventing recurrences.
- give the Authority full confidence in your organisation's approach to equality and diversity.

Please upload your response with filename "Your organisation Name_E04". Your response must be no more than 2 sides of A4, minimum font size 10. Any material exceeding this page length shall be discounted from the evaluation. (Your organisations policy will be in addition to this).

COMMERCIAL QUESTIONNAIRE

Pricing Proposal Table:

1. Tenderers must insert their pricing proposal in the Commercial Questionnaire on Bravo.
2. Tenderers must fully complete the table below on the excel spread sheet (Pricing Schedule.xls) and upload onto Bravo. The 'Total Price' shall be calculated by adding together the individual prices for the 'Description of Requirements' for the two (2) year contract incl. items (A to E) only.

NB. Items (F to H) will not be used as part of the Tender calculation; however, they shall be used by The Authority for the purpose of completion of the day to day assessments and resulting tasks.

3. This 'Total Price' shall be used to evaluate this Tender.
4. The total cost evaluated will include:

Items	Description of Requirements	Year 1	Year 2	Total Price
A	Attend a one (1) day quality assessment induction session at the CPS Office, London – 09:00 to 17:00 hours			£
B	Travel & Subsistence (for the assessor induction day)			£
C	Two hundred (200) assessments of the IAAs	£	£	£
D	Completion of all the NSA assessment forms	£	£	£
E	Ten (10)% of re-assessments	£	£	£
F	Full Day Rate	£	£	£
G	Half Day Rate	£	£	£
H	Hourly Rate	£	£	£
				£

All prices are exclusive of VAT.
All prices are shown in £ Sterling (GBP)

OFFICIAL - Sensitive

The price evaluation is described as follows:

The total cost evaluated will be the price for delivering the requirements of the specification.

The price evaluation will be scored as follows:

The maximum marks available for this part of the Tender will be 40% and will be awarded to the Tenderer which submits the lowest price.

The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price.

The total price submitted by Tenderers as part of the Commercial Questionnaire will be used for this evaluation.

The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 40 \% \text{ (Maximum available marks)}$$

For example, if three (3) Tenders are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

$$\text{Tenderer A Score} = £3000 / £3000 \times 40 \% \text{ (Maximum available marks)} = 40 \%$$

$$\text{Tenderer B Score} = £3000 / £5000 \times 40 \% \text{ (Maximum available marks)} = 24 \%$$

$$\text{Tenderer C Score} = £3000 / £6000 \times 40 \% \text{ (Maximum available marks)} = 20 \%$$

Section 4 CPS Standards Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Authority acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature, or implementation, of the Order;
“Central Government Authority”	means a Authority listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Authority or Assembly Sponsored Public Authority (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Order;
“Conditions”	means the standard conditions of purchase set out in this document and (unless the context otherwise requires) includes any special conditions agreed in Writing between the Authority and the Supplier
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Authority”	means the Crown Prosecution Service (thereafter ‘CPS’);
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Order;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Order or otherwise notified as such by the Authority to the Supplier in writing;
“Order”	means the document so described by the Authority to purchase the Services which makes reference to the Conditions
“Party”	means the Supplier or the Authority (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Authority pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Authority’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);

“Services”	means the services to be supplied by the Supplier to the Authority under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Order;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Authority, the Authority’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Order;
“Term”	means the period from the start date of the Agreement set out in the Order to the Expiry Date as such period may be extended in accordance with clause 0 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 Basis of Agreement

- 2.1 The Order constitutes an offer by the Authority to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Order shall be deemed to be accepted by the Supplier on receipt by the Authority of a copy of the Order countersigned, or implemented, by the Supplier within seven (7) days of the date of the Order.

3 Supply of Services

- 3.1 In consideration of the Authority’s agreement to pay the Charges, the Supplier shall supply the Services to the Authority for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Authority in all matters relating to the Services and comply with all the Authority’s instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good

industry practice in the Supplier's industry, profession or trade;

- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

- 3.3 The Authority may by written notice to the Supplier at any time, request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Authority and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Order and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Authority may extend the Contract for a period of up to twenty four (24) months by giving not less than ten (10) Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Supplier shall invoice the Authority as specified in the Contract. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than thirty (30) days after receipt of a valid invoice which includes a valid Purchase Order Number. The Authority may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Authority shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the

Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

6 Premises and Equipment

- 6.1 If necessary, the Authority shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Authority's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Authority's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Authority's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Authority's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Authority shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Authority's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Authority's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Authority in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Authority for the purposes of the Agreement shall remain the property of the Authority and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Authority on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Authority shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Authority is notified otherwise in writing within five (5) Working Days.

7 Staff and Key Personnel

- 7.1 If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Authority's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered, and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Authority with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Authority's premises in connection with the Agreement; and

7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Authority.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Authority (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and Sub-contracting

8.1 The Supplier shall not without the written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Authority may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.

8.3 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.

8.4 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

9.1 All intellectual property rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Authority:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, a royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

(including any modifications to or derivative versions of any such intellectual property rights which the Authority reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.)

- 9.4 The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

- 10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Authority at the frequency and times specified by the Authority and shall ensure that its representatives are suitably qualified to attend such meetings; and

- 10.1.2 submit progress reports to the Authority at the times and in the format specified by the Authority.

- 10.2 The Supplier shall keep and maintain until six (6) years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Authority. The Supplier shall on request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

- 11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

- 11.2.2 to its auditors or for the purposes of regulatory requirements;

- 11.2.3 on a confidential basis, to its professional advisers;

- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Authority:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Authority, any successor Authority to a Central Government Authority or any company to which the Authority transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Authority to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Authority.

12 Freedom of Information

12.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

12.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

12.2 The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services

is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Authority as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
- 13.2.2 provide the Authority with such information as the Authority may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
- 13.2.3 promptly notify the Authority of:
- (a) any breach of the security requirements of the Authority as referred to in clause 13.3; and
 - (b) any request for personal data; and
 - (c) ensure that it does not knowingly or negligently do or omit to do anything which places the Authority in breach of the Authority's obligations under the DPA.
- 13.3 When handling Authority data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Authority as notified to the Supplier from time to time.

14 Liability

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Authority if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Authority for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Supplier. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two (2) months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 The Authority may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least one (1) month (or, if the Agreement is less than three (3) months in duration, at least ten (10) Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Authority may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within thirty (30) days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2) in consequence of debt in any jurisdiction.

16.3 The Supplier shall notify the Authority as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Authority if the Authority has not paid any undisputed amounts within ninety (90) days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

16.6.1 give all reasonable assistance to the Authority and any incoming supplier of the

Services; and

16.6.2 return all requested documents, information and data to the Authority as soon as reasonably practicable.

17 Compliance

17.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

17.2.1 comply with all the Authority's health and safety measures while on the Authority's premises; and

17.2.2 notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Authority) the Authority may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising

out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 0, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one (1) month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Order, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery

is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

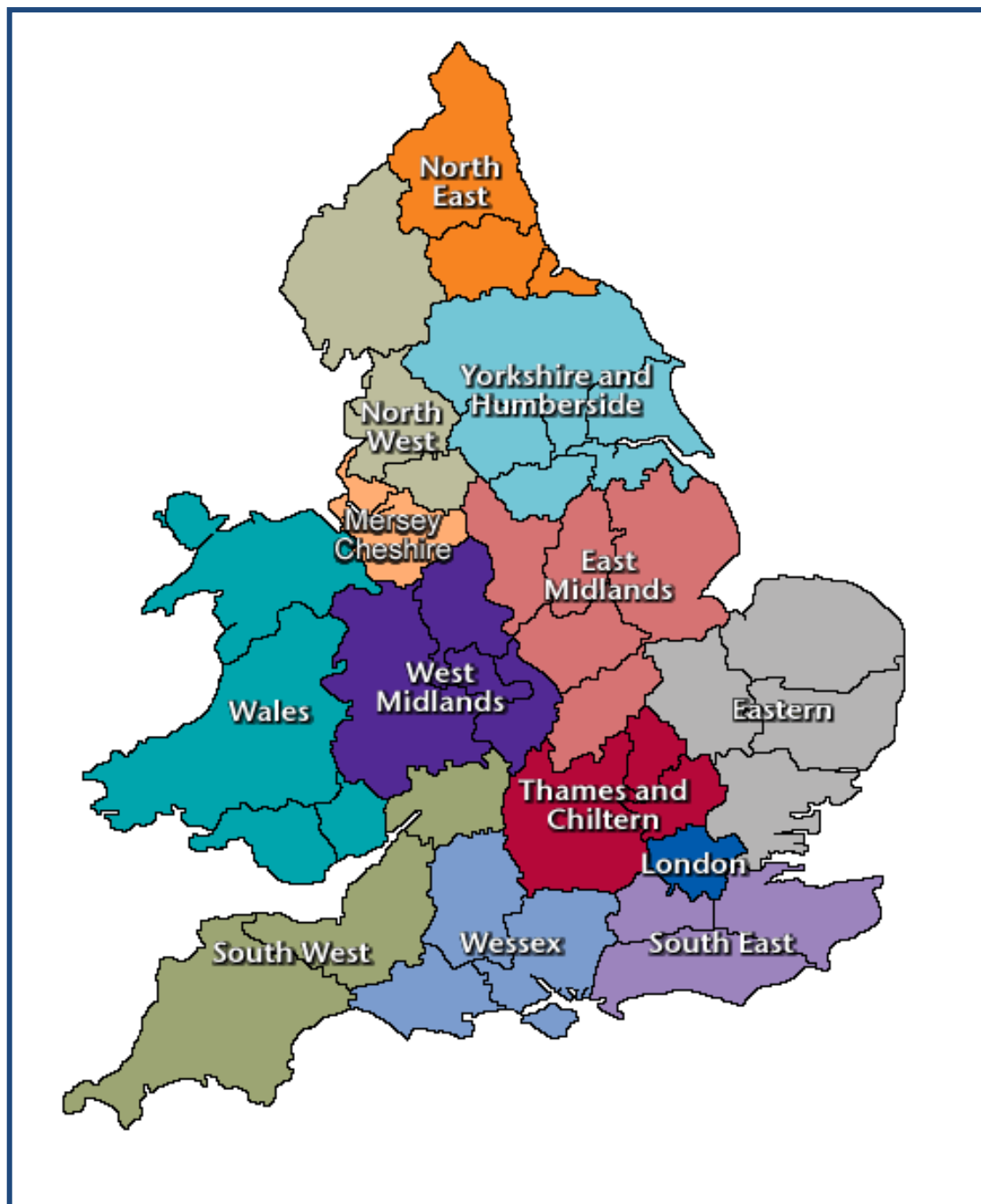
- 22.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Appendix A

Definitions Table:

TERM	MEANING
“ABB”	means the CPS Advocacy Business Board.
“ASP”	means the Advocacy Strategy Programme.
“APs”	means Associate Prosecutors.
“Authority”	means the Crown Prosecution Service.
“Bravo”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://cps.bravosolution.co.uk
“CCP”	means Chief Crown Prosecutor.
“Conflict of Interest”	means and actual or potential conflict of interest on the part of the Tenderer in connection with the ITT or the Contract.
“Contract”	means the contract (set out in Section 3 of this ITT) to be entered into by the Authority and the successful Tenderer.
“CAs”	means Crown Advocates.
“CC”	means Crown Court.
“CPS”	means the Crown Prosecution Service.
“EAAs”	means a team of External Advocacy Assessors.
“IAAs”	means a team of CPS Internal Advocacy Assessors.
“JASC”	means Joint Advocate Selection Committee.
“NITA”	means the National Institute for Trial Advocacy.
“NSA”	means National Standards for Advocacy.
“Nominated Officer”	means an officer nominated by the Authority as the Contract manager for this Contract.
“OSA”	means the Official Secrets Act.
“POC”	means the Point of Contact of the winning Tenderer.
“PO”	means Purchase Order.
“the ITT”	means this invitation to tender and all related documents published by the Authority and made available to Tenderers.
“Regulations”	means the Public Contracts Regulations 2006 (as amended).
“Service Provider”	means the previous Contractor of the Crown Advocate training.
“Tender”	means a formal Tender in response to this ITT.
“Tenderer”	means anyone responding to this ITT and, where the context requires, includes a potential Tenderer.

Annex A - Map of CPS Areas



OFFICIAL - Sensitive

Annex B

Prosecutor Progression Framework

Count Trials & Appeals v conviction	No of Advocates	Area	Total Advocate headcount
697	15 CAs 2 SCAs	Cymru Wales	17
608	28 CAs 2 SCAs 1 PCA	East of England	31
632	14 CAs 3 SCAs	East Midlands	17
4,234	61 CAs 3 SCAs 1 PCA	London	65
572	11 CAs 1 SCA	Mersey Cheshire	12
546	18 CAs 2 SCAs 1 PCA	North East	21
1,030	31 CAs 9 SCAs 2 PCA	North West	42
717	21 CAs 1 SCAs 1 PCA	South East	23
567	22 CAs 1 SCA	South West	23
984	18 CAs 9 SCAs 1 PCA	Thames Chiltern	28
627	20 CAs 2 SCAs 1 PCA	Wessex	23
1,036	36 CAs 3 SCAs 3 PCAs	West Midlands	42
1,028	29 CAs 2 SCAs	Yorkshire Humberside	31
TOTAL 13,278	-	-	TOTAL NATIONAL MINIMUM ANNUAL ASSESSMENTS 375

OFFICIAL - Sensitive

Annex C - Sample NSA Form

Name of Advocate:					
Court Centre:			Date and time:		
Area:					
Defendant(s):					
URN:					
Principal allegation:					
Hearing type:	Newton <input type="checkbox"/>	Appeal <input type="checkbox"/>	Trial <input type="checkbox"/>	Other <input type="checkbox"/>	
Outcome:					
Number of witnesses:	Civilian: <input type="text"/>	Police: <input type="text"/>	Expert: <input type="text"/>		
Prosecutor in magistrates' courts	CP = CPS lawyer AP = Associate Prosecutor AP2 = Level 2 Associate Prosecutor				
Prosecutor in Crown Court	CP = CPS lawyer S = Solicitor Agent B = Counsel				
Crown Court only	CA Progression Framework or Bar (advocate level/ grade):	1	2	3	4
Crown Court only:	Hearing level:	1	2	3	4
Defence Advocate:	Counsel <input type="checkbox"/>	Solicitor <input type="checkbox"/>	Solicitor advocate <input type="checkbox"/>	Paralegal <input type="checkbox"/>	

Box Marks: The marking “P” in categories A through to H 1-6 denotes “partially” met and should always trigger an assessor explanation in the narrative feedback section on pages 6-7 below.

PROFESSIONAL ETHICS				Y	N	P	NA
A. PROFESSIONAL ETHICS	A	1 *	Did the advocate adhere to the requirements of the relevant professional Authority (Bar Code of Conduct, the Solicitor's Code of Conduct or the ILEX Code of Conduct), any other relevant professional codes or ethical statements? Did the advocate act at all times with fairness, independence, and deal justly with all matters in accordance with the overriding objective of the National Advocacy Standards and the Criminal Procedure Rules?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A	2 *	Did the advocate know, and comply with, the instructions to prosecution advocates and any case specific instructions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A	3 *	Did the advocate comply with the Farquharson Guidelines regarding the role and responsibilities of the prosecution advocate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A	4 *	Did the advocate demonstrate awareness of equality and diversity (including appropriate language and vocabulary)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PRIOR TO HEARING				Y	N	P	NA
	B	1	Was the advocate familiar with the case, the offences, the facts, the issues to be tried and the relevant law and procedure? Did he or she have a case theory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	B	2	Had the advocate viewed and considered (in advance of the hearing) relevant material [such as photographs or videos] and that sufficient copies were available for the hearing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	B	3	Has the advocate ensured that the charges (or counts on the Indictment) are correct and do not require amendment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	B	4	Has the advocate ensured that all relevant disclosure issues have been properly dealt with?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CPS POLICIES:				Y	N	P	NA
C. APPLYING CPS POLICIES	C	1 *	Did the advocate prosecute the case in accordance with all relevant CPS policies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	VICTIMS AND WITNESSES:			Y	N	P	NA
	C	2 *	Was the advocate familiar with all CPS obligations in respect of victims and witnesses, particularly: the Prosecutor's Pledge; the Code of Practice for Victims of Crime; and the Standard for Communication between Victims, Witnesses and the Prosecuting Advocate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	C	3 *	Has the advocate ensured that all witnesses have been warned and, If they are not, put steps in place to ensure this is done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	C	4 *	Has the advocate ensured that the needs of victims and witnesses have been considered and that all relevant applications have been made - particularly in relation to Special Measures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	C	5 *	Has the advocate ensured that relevant steps are taken in relation to such outstanding applications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	C	6 *	Did the advocate introduce themselves to the victims and witnesses before they gave evidence, explaining court procedure and, where appropriate, attempted to put nervous or vulnerable witnesses at ease?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	C	7 *	Where relevant and practicable, has the advocate spoken to the victim, or the victim's family, and explained the reasons when the decision has been taken not to proceed to trial either because an acceptable plea has been offered or that no	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		evidence should be offered?				
--	--	-----------------------------	--	--	--	--

D. WRITTEN ADVOCACY	WRITTEN ADVOCACY:			Y	N	P	NA
	D	1	Has the advocate ensured that any Skeleton Arguments fully set out the issues under consideration, contain proper reference to, and sufficient copies of, the relevant authorities (whether favourable or unfavourable to the prosecution argument) in compliance with any time period imposed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	D	2	Has any evidence been reduced into admissions in sufficient time to allow the defence to consider it In advance of the trial?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E. BAIL	BAIL:			Y	N	P	NA
	E	1	Did the advocate: ensure that they had sufficient information to decide whether to oppose bail, and that such information is up to date; demonstrate awareness of the provisions of the Bail Amendment Act and how to appeal the grant of bail, and the law and procedure relating to breach of bail?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

F PREP CONTESTED HEARING	PREPARATION FOR CONTESTED HEARING			Y	N	P	NA
	F	1	Has the advocate ensured that he/she is fully prepared for the hearing (see section B. Planning and Preparation above)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	2	Has the advocate prepared and circulated a running order so that witnesses do not have to wait unnecessarily at court?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	3	Did the advocate seek to raise (or identify) any outstanding issues with the defence advocate prior to hearing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F	4	Has the advocate determined the nature of the defence and the relevant issues in the case?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

G. THE TRIAL	OPENING SPEECH:			Y	N	P	NA
	G	1 *	Was it properly planned and structured, did it correctly identify the issues and deal with any reasonably foreseeable defences, was it appropriate to the venue and tribunal and did it deal correctly with the burden and standard of proof? Did it reveal a case theory for the tribunal?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EXAMINATION IN CHIEF:			Y	N	P	NA
	G	2 *	Was it properly planned and structured, and conducted properly in accordance with the rules of evidence and the prosecution case theory? Please quote affirmative or negative examples in narrative section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	CROSS-EXAMINATION:			Y	N	P	NA
	G	3 *	Was it properly planned and focused on the relevant issues, did it demonstrate an effective use of questioning techniques and, where relevant, was the prosecution case theory put to the witness? Please quote affirmative or negative examples in narrative section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	RE-EXAMINATION:			Y	N	P	NA

	G	4	Was this used effectively, but only when strictly necessary? That is, did it clear up ambiguities from the cross examination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	CLOSING SPEECH:			Y	N	P	NA
	G	5 *	Was it properly planned and structured, did it summarise the relevant evidence and the prosecution theory and was it appropriate to the venue and tribunal?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

H. THE ADVOCATE IN COURT	GENERAL:			Y	N	P	NA
	H	1	Did the advocate demonstrate an awareness of the practice and procedure relevant to the court in which they are appearing - including the correct forms of address for the judge or magistrates?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	H	2	Was the advocate dressed appropriately for the court?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	H	3	Was the advocate at all times courteous to others in the court?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	H	4	Did the advocate ensure that files and briefs were properly and clearly endorsed with the outcome of the hearing and also any necessary further action?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	H	5	Did the advocate ensure familiarity with relevant sentencing guidelines so as to be able to make representations as to the appropriate venue for trial in 'either-way' cases (if appearing in the magistrates' court, or residuary PBV procedure in the Crown court)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	H	6	Did the advocate demonstrate familiarity with the procedure relevant to that court, including matters of bail, the court's sentencing powers, mode of trial in the Youth Court) and dangerous offenders?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	PRESENTATION:			Y	N		
	H	7	Did the advocate present in a clear and projected voice?	<input type="checkbox"/>	<input type="checkbox"/>		
	H	8	Did the advocate present engagingly, making use of appropriate tone and pace?	<input type="checkbox"/>	<input type="checkbox"/>		
	H	9	Did the advocate present using, where appropriate, simple, concise language?	<input type="checkbox"/>	<input type="checkbox"/>		
	H	10	Did the advocate make appropriate eye contact?	<input type="checkbox"/>	<input type="checkbox"/>		
	H	11	Did the advocate minimise distractions - e.g. paper shuffling, pen clicking, rocking, verbal ticks, specific mannerisms, etc?	<input type="checkbox"/>	<input type="checkbox"/>		
	H	12	Did the advocate present with an air of authority?	<input type="checkbox"/>	<input type="checkbox"/>		
	H	13	Did the advocate display a positive manner?	<input type="checkbox"/>	<input type="checkbox"/>		
	H	14	Was the advocacy conducted fairly and robustly?	<input type="checkbox"/>	<input type="checkbox"/>		
	H	15	Was the advocate at all times professional?	<input type="checkbox"/>	<input type="checkbox"/>		

Rating Key

1 = Outstanding 2 = Exceeds the required standard 3 = Meets the required standard
4 = Below the required standard in some aspects 5 = Significantly below the required standard

Best ←————→ Poorest

1 2 3 4 5

A. Professional ethics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Planning & preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Applying CPS policies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Written advocacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Bail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Preparation for trial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Trial advocacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. The advocate in court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Advocacy Assessment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crown Court only:	Advocate Level / Grade:		Hearing Level:		
Assessor:					
CPS / External:					
Date:					

Please consider in the narrative section where relevant to the performance assessment:

- The asterisk weighting for certain aspects of performance (please see assessor's guidance) and the effect on the overall rating
- If cases were transferred into the court, did the prosecutor ask for, and was he or she given sufficient time to prepare in order to present the case effectively?

Free Narrative Section

Evidence base for Feedback to Advocate

NOTE This will allow positive or negative feedback to be founded on quotation, as far as possible, transcribed from notes taken in court.

--

--

Up to 3 Evidence based Headlines/Actions for Advocate to Consider prior to next assessment

--

--

Any suggested action:

--

Logic Behind the feedback (Rationale)

Annex D – Travel & Subsistence Rates

Hotel Rates

London and Metropolitan Areas of Birmingham, Manchester, Leeds, Liverpool, Newcastle and York up to.....	£95.00
Elsewhere.....up to.....	£65.00

Rail, Tubes, Buses and Taxis	Actuals supported by receipts
Private Motor Vehicle (with appropriate insurance)	
Business Rate per mile up to & including 10000 miles	*45p
Business Rate per mile over 10000 miles	25p
Public Transport Rate (with appropriate insurance) per mile	25p
Motorcycles (with appropriate insurance) Flat rate of	24p
Pedal cycles	20p

Annex E - Security Requirements

- 1 When personal information is held on paper, it must be locked away when not in use and the premises in which it is held secured. When information is held and accessed on ICT systems, Contractors shall apply the minimum protections for information equivalent to those set out in CESG guidance, as well as any additional protections as needed as a result of their risk assessment.
- 2 Wherever possible, protected personal data shall be held and accessed on paper or ICT systems on secure premises. This means Contractors shall avoid use of removable media (including laptops, removable discs, CDs, USB memory sticks, PDA's and media card formats) for storage or access to such data where possible.
- 3 Where it is not possible to avoid the use of removable media, all Contractors shall apply all of the following conditions:
 - 3.1 The information transferred to the removable media shall be the minimum necessary to achieve the business purpose, both in terms of the numbers of people covered by the information and the scope of information held. Where possible, only anonymised information shall be held;
 - 3.2 User rights to transfer data to removable media shall be carefully considered and strictly limited to ensure that this is only provided where absolutely necessary for business purposes and subject to monitoring by managers, and
 - The individual responsible for the removable media shall handle it – themselves or if they entrust it to others – as if it were the equivalent of a large amount of their own cash.
 - The data shall be encrypted to a UK Government standard appropriate for handling data up to and including OFFICIAL-SENSITIVE, or FIPS 140-2, using software that does not require a software download onto the recipient's device.
 - The data contained on the media shall be securely erased as soon as it has been transferred to a secure source; in line with HMG Information Assurance Standard No5 – Secure Sanitisation of Protectively Marked or Sensitive Information (or its successor).
- 4 All Contractor Staff or Sub-Contractors connected with the Contract shall be vetted to a minimum level of Security Check (SC). Any additional Contractor Staff or Sub-Contractors nominated to work on the Contract shall also be vetted to SC level. Completion of this shall be discussed with, and may be completed by, the CPS. Please note that the CPS is exempt from the terms of the Rehabilitation of Offenders Act.
- 5 The Contractor shall prevent Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Contracting Authority Data except where agreed with the Contracting Authority in writing.
- 6 The Contractor shall ensure that its Staff shall agree to comply with requirements of the Official Secrets Act.
- 7 The Contractor shall ensure that all employed Staff engaged to deliver the services sign a declaration pursuant of the Official Secrets Act.

OFFICIAL - Sensitive

- 8 The Contractor shall ensure that all sub-contracted Staff engaged to deliver the services work for a company approved by the Contracting Authority and comply with all security requirements.
- 9 The Contractor shall disclose any criminal convictions to which their Staff have been subject (including motoring convictions and convictions that are spent) as part of their conditions of employment and will authorise the Contracting Authority if required to carry out checks of information provided. The Contracting Authority shall have a right to insist that Staff with criminal convictions (excluding minor motoring convictions but including convictions that are spent) are excluded from working on this Contract.
- 10 The Contractor shall provide the Contracting Authority with full detail in relation to their internal personnel vetting processes.
- 11 The Contractor shall ensure that the physical and ICT based security measures used by them ensure the security and safekeeping of Contracting Authority material at all times, including transit.
- 12 The Contractor shall have procedures in place to ensure that any material which is entrusted to their safekeeping is stored securely at all times and not disclosed to unauthorised staff at any time.
- 13 The Contractor shall ensure that material is not vulnerable to cross-contamination with other non-related documentation at any time.
- 14 The Contractor should appreciate that public sector document provenance and data sharing security may on occasion be of interest to various sectors of the media. Under no circumstances should any Contracting Authority information be disclosed to external sources.
- 15 The Contractor shall provide staff and documentation at the discretion of the relevant Contracting Authority to demonstrate that document provenance and data sharing is robustly managed and is secure.
- 16 Contractors shall have business continuity plans in place in order to maintain business, where possible, in the event of a crisis. Contractors shall ensure that normal security standards are maintained in the event of a business continuity issue.
- 17 Contractors shall allow premises to be inspected by the relevant Contracting Authority's security officer as required.
- 18 Contractors shall ensure that all material in their possession is retained in the United Kingdom (UK) and is not stored or processed outside of the United Kingdom.
- 19 If the Contractor receives a Subject Access application under the Data Protection Act (DPA) (which they must also meet) and/or the Freedom of Information (FOI) Act they must be referred to the relevant Contracting Authority's DPA & FOI Unit before any response is made.
- 20 The Contracting Authority may wish to see evidence of the Contractor's compliance with any relevant recognised standard, particularly ISO 27001 or equivalent.
- 21 When Contracting Authority data is held on mobile, removable or physically uncontrolled devices or portable media, such as laptops or tablets, it must be stored and encrypted to a UK Government standard appropriate for handling data up to and including OFFICIAL-SENSITIVE, such as FIPS 140-2, using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group

("CESG") to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("CPA"), or as otherwise agreed by the Contracting Authority.

- 22 The Contracting Authority requires that any Contracting Authority Data transmitted electronically must be sent via the Criminal Justice Secure Email (CJSM) system. The Contracting Authority will sponsor the Contractor's subscription to this system. The CJSM service is an important part of the process of joining up the Criminal Justice System (CJS) in England and Wales. It allows people working in the CJS to send emails containing information up to OFFICIAL SENSITIVE in a secure way. CJSM uses a dedicated server to securely transmit emails between connected criminal justice practitioners. Once connected, users can use CJSM to send secure emails to each other and to criminal justice organisations.