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CPS Recruitment Campaign Online Video Interviewing Requirement

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Procurement and Commercial Services
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SECTION 1

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. General

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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:
- 2.1.1 Tenderers shall at all times treat the contents of the ITT and any related documents as confidential, save in so far as they are already in the public domain.
 - 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 to be 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 proposed 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
08/03/2016	Publish advertisement for the procurement on the CPS e-Tendering portal (Bravo) and Contracts Finder
14/03/2016 (12:00)	Deadline for Clarifications questions from interested parties
18/03/2016 (12:00)	Deadline for Tenders
21/03/2016	Start of the Evaluation Process
01/04/2016	End of the Evaluation Process
04/04/2016	Contract Award Notification
04/04/2016 to 14/04/2016	Contract preparation and Sign off
15/04/2016	Contract Start date
1 Year (with the option to extend for 2 years in up to 12 month increments)	Duration of Contract

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 secure 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 asynchronous video interviewing to assist the delivery of CPS graduate recruitment.
- 7.2 The CPS is utilising an electronic tendering tool to manage this procurement and to communicate 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 ITT. 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 before the deadline stated.
- 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 You must submit your Tender via the CPS's e-Tendering tool at www.cps.bravo.solution.com no later than Friday 18th March 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.
- 9.7 The Tender and any documents accompanying it must be formatted in PDF read only format and be in the English language.

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 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 Tuesday 8th March 2016. No further requests for clarifications will be accepted after Monday 14th 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 Friday 18th March 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.

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

Tender Evaluation

1. Introduction

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

2. Evaluation of Tenders

2.1 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 Capability	65
	Price / Commercials	35

2.2 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 5, Technical Questionnaire.

2.3 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 (2.1).

3. 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.

4. Evaluation Process

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

4.1.1 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.

4.1.2 Phase 2: Independent Evaluation of Tender Responses

(a) Qualitative/Technical Evaluation

(b) Quantitative/Commercial Evaluation

4.1.3 Phase 3: Moderation of Scores

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

4.1.4 Final Moderation

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

4.1.7 Evaluation Report and Recommendations

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

5. Award of Contract

5.1 The CPS will inform all Tenderers via the CPS secure e-tendering Portal of any intention to award a Contract.

5.2 There is no standstill period on this Tender, therefore, subject to there being no substantive challenge to that intention; a Contract will be formerly awarded to the successful Tenderer.

6. 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 3

Crown Prosecution Service Standard 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 Body”	means a body 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: <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (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, including Candidate’s recorded statements), provided by the disclosing Party or the Candidate 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 six (6) 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 Body, any successor body to a Central Government Body 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

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

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.

SECTION 4**Specification of Requirements****Definitions Table:**

TERM	MEANING
“ Authority ”	means the Crown Prosecution Service.
“ Areas ”	means the Authority’s regional offices throughout England and Wales.
“ Bravo ”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://cps.bravosolution.co.uk
“ Candidate ”	means an individual applying for a position with the Authority and utilising the Supplier interview platform to record an interview statement.
“ Conflict of Interest ”	means an 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) to be entered into by the Authority and the successful Tenderer.
“ Contractor ”	means the supplier / Tenderer whom has been awarded the Contract.
“ CPS ”	means the Crown Prosecution Service (The Authority).
“ Hire ”	means individual recommended for appointment following conclusion of selection process.
“ HR ”	means Human Resources.
“ LTS ”	means the Legal Trainee Scheme for annual recruitment.
“ Project Manager ”	means the CPS point of contact for the Contractor to liaise with during the period of the Contract.
“ 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).
“ Staff ”	All the people employed by a particular organisation.
“ Supplier ”	means a potential service provider taking part in the ITT and if successful with whom the Authority will contract with.
“ 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.

1. BACKGROUND TO THE REQUIREMENT

- 1.1 The CPS is looking to source a Supplier of an online video interviewing service to assist with rapidly increasing recruitment demands across a range of roles including legal professionals, graduates and apprenticeships.
- 1.2 The National Legal Trainee Scheme (LTS) is the annual CPS graduate recruitment programme offering successful candidates the opportunity to complete their training and become fully qualified, practicing barristers or solicitors.
- 1.3 In the last few years the CPS has attracted five hundred (500) applications for approximately fifteen (15) to twenty (20) posts. This year the CPS intends to significantly upscale its recruitment and is aiming to recruit a maximum of eighty (80) people to start in November 2016.

- 1.4 Although the CPS has this specific recruitment project requirement, there is an expectation that the CPS may recruit a further eighty (80) legal trainees per annum for subsequent years. It will therefore be required to attract far more applications than in recent years and will in turn need new, efficient screening processes in place to reduce candidate volume by assessing core skills and competencies as effectively as possible.
- 1.5 It is envisaged access to an asynchronous (one-way), pre-recorded video interviewing platform would enable the CPS to realise this objective.
- 1.6 The CPS also intends to use this exercise as a vehicle to ascertain the effectiveness of video interviewing for other forms of recruitment and may seek to extend any agreed arrangement with the successful Tenderer for a further period should it identify other possibilities beyond graduate recruitment e.g. professionals, senior staffing and apprenticeships.

2. THE REQUIREMENT

- 2.1 It is essential that the CPS LTS recruitment process features an asynchronous (one-way, pre-recorded) video interviewing platform that is provided by an external Supplier to achieve its goals of identifying the best talent in terms of capability and cultural fit. The platform will enable Candidates to record their personal statement for flexible access and viewing by the CPS. This shall assist in reducing high volume of applicants in both a consistent and fair manner, whilst generating a more positive Candidate experience.
- 2.2 The CPS requires the provision of a solution that enables Candidates to access the system 24/7, 365 days a year; in order that Candidates are afforded the flexibility to record interview statements at a time that meets their individual needs. It is anticipated that the majority of Candidates will utilise the system outside of standard 09:00 – 17:00 office hours; the CPS therefore requires the provision of a 24/7 Candidate support function.
- 2.3 The role of the Supplier shall include:
 - Design and access to CPS branded video interviewing platform to facilitate the hiring of CPS recruits.
 - 24/7 online Candidate support, 365 days a year including acknowledgment of a query within two (2) hours and acceptable resolution within four (4) hours.
 - Supplier Project Manager to liaise regularly with CPS Project Manager.
 - Monthly Management Information to be agreed by both parties upon Contract award.
 - Quarterly or six (6) monthly management meeting (to be agreed).
 - Provide secure access to the recorded videos for up to a maximum of fifty (50) CPS approved users.
 - Provide a fully flexible platform enabling CPS to amend structure and format of interviews to meet its needs e.g. provision to set varying time limits for each question and include functionality that allows recruiters to decide

whether or not Candidates are able to re-record an answer or alternatively have one chance to get it right.

- Unlimited number of interviews (per recruitment).
- Ensure online video interview platform is accessible as broadly as possible for prospective interviewees using full range of operating systems, browsers and optimised for all mobile devices e.g. tablet / smartphone etc.
- Ensure online video platform is fully accessible via CPS ICT systems enabling reviewers to evaluate submitted video interviews.
- Implement information security procedures in accordance with the requirements of the security schedule at Annex A.
- Secure deletion of all Candidate recordings at the conclusion of each recruitment campaign; timeframe to be agreed with the CPS.

2.4 Deliverables

- Provision of video interviewing service to enable CPS to make more effective hiring decisions.
- Evidence of a positive candidate experience for this part of the screening process in the form of a Candidate satisfaction survey to be conducted by the Supplier at the conclusion of every statement recorded.
- Written summary of evaluation and recommendations for improvements to any future process taking into account best practice and technological advancements.
- A stable transmission throughout proceedings with clear image and sound quality suitable for viewing by any reasonable person.

3. **GOVERNANCE / CONTRACT MANAGEMENT**

- 3.1 The Contractor shall be managed by an official within the Authority who shall act as the Project Manager 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 Authority. Telephone meetings will be held to review progress and delivery of the service and discuss any issues.
- 3.2 Once a year a meeting shall take place to review progress, outcomes and delivery of the service. The meeting shall consist of the Authority's Project Manager, the Authority's procurement team and representatives from the Contractor. NB this may take place as a conference call to be agreed by both parties.
- 3.3 The Contractor shall be responsible for organising and providing the secretarial and administrative support for review meetings. The Authority Project Manager will assist with booking meeting rooms at CPS offices, but the Contractor shall be expected to provide full secretariat and presentations.
- 3.4 The Contractor shall be responsible for any travel and subsistence costs incurred as a result of attendance at any meeting.

4. **PRICING**

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

- Design and access to CPS branded video interviewing platform to facilitate the hiring of CPS recruits.
- 24/7 Candidate support, 365 days a year (costed for twelve (12) months) including acknowledgment of query within two (2) hours and acceptable resolution with four (4) hours.
- Provide secure access to the recorded videos for up to a maximum of fifty (50) CPS approved users.
- Cost per successful Candidate interview (placed in post); based on a expectation of 80 appointments.
- Cost per Successful Candidate interview (placed in post). Please note this question will not form part of the commercial evaluation but will be used to inform Contractor's pricing throughout the Contract Term.

5. INVOICING

- 5.1 Invoices shall be paid by the CPS on completion and satisfaction of the design and handover of the online interviewing platform and thereafter for each candidate who has been offered a contract of employment by the CPS.
- 5.2 The CPS will not pay any costs relating to unsuccessful Candidates who have not been offered a contract of employment by the CPS.
- 5.3 The CPS requires all ordering and payment procedures to be conducted via an e-procurement system; the Procsolve 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.
- 5.4 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.

SECTION 5**TECHNICAL QUESTIONNAIRE**

1. The maximum marks available for this part of the Tender will be 65%.
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.

Score

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.
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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 and deliverables of the requirements as set out in Section 4: Specification of Requirements.
- Please detail how your organisation will deliver a solution to meet the CPS requirement.

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.

E02 Expertise in the Field

Weighting 30%

Please provide details of your organisations' experience in delivering this type of service to other organisations with evidence of excellent feedback and evidence of improvements to hiring process as a result of using your organisations' product.

Evaluation Criteria:

- Identification of organisations worked with in delivering video interviewing and the positive impact it has had on the recruitment process.

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.

E03 Provision of Service Support

Weighting: 30%

Describe your organisation's Service Capability in terms of this requirement.

Evaluation Criteria:

- Provide an outline of the resources your organisation will use in developing the product.
- Demonstrate how your organisation ensures that products are of a high quality.
- Demonstrate how your organisation will meet the deadline for required delivery of the video interviewing platform.
- Demonstrate your organisation has the capacity to provide a helpline support function as per Section 4: Specification of Requirements.

- Demonstrates capability to provide comprehensive monthly MI.

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.

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. Your policy will be in addition to this.

SECTION 6**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 (in excel) and place the total price on Bravo. The total price for the four (4) elements (A-D) of this requirement shall be used to evaluate this Tender.
3. The total cost evaluated will include:

PRICING SCHEDULE - Provision of Online Video Interviewing

	Online Video Interviewing	COST TO THE CPS (excl. VAT)
A	Design and Provision to CPS branded video interviewing platform to facilitate the hiring of CPS recruits	
B	24/7 candidate support, 365 days a year (costed for twelve (12) months) including acknowledgment of query within two (2) hours and acceptable resolution with four (4) hours.	
C	Provision of requisite training material in PDF format, video or webinar.	
D	Cost per Successful Candidate interview (placed in post), based on an expectation of eighty (80) appointments.	
E	Cost per Successful Candidate interview (placed in post). Please note this question will not form part of the commercial evaluation but will be used to inform Contractor's pricing throughout the Contract Term.	
	TOTAL	£0.00

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

The price evaluation is described as follows:

The total cost evaluated will be the fixed 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 35% 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:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 35 \% \text{ (Maximum available marks)}$$

For example, if three 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:

$$\text{Tenderer A Score} = \frac{\text{£3000}}{\text{£3000}} \times 35 \% \text{ (Maximum available marks)} = 35 \%$$

$$\text{Tenderer B Score} = \frac{\text{£3000}}{\text{£5000}} \times 35 \% \text{ (Maximum available marks)} = 21 \%$$

$$\text{Tenderer C Score} = \frac{\text{£3000}}{\text{£6000}} \times 35 \% \text{ (Maximum available marks)} = 17.5 \%$$

Annex A – Security Schedule

Information Security Requirements

1 Introduction

- 1.1 The purpose of this Schedule is to outline the levels of security required when working with or in any way handling Authority or Candidate information related to the provision of this service.

2 Minimum Requirements

- 2.1. The security requirements that apply to the Authority and Contractors are governed by the Government's core set of mandatory minimum measures to protect information, to apply across central Government of the United Kingdom. Details of the mandatory minimum measures can be found at the Cabinet office web-site at:

<https://www.gov.uk/government/publications/data-handling-procedures-in-government>

- 2.2. The general requirement is that Contractors shall be proactive in planning and implementing appropriate policies, processes and procedures to safeguard and protect the information entrusted to them, to enable them to deliver the Service and to demonstrate that they have understood the risks relating to that information and plan mitigating action, which is then put in place and monitored.
- 2.3. As a minimum Contractors shall put in place specific measures to address the access of Staff and sub-contractors: their organisation's selection and training; systems access rights; the treatment of types of information; and processes for checking compliance.
- 2.4. The Authority is keen to appoint Contractors that maintain a culture of individual accountability and awareness that encourages Staff to be 'trusted stewards' of sensitive data with an obligation to protect it and addresses inappropriate behaviours arising from information mismanagement. Contractors should pay attention to how they communicate routine and extraordinary events to the Authority.

3 Information Storage and Accessibility

- 3.1 Wherever possible, Candidate personal data shall be held and accessed on 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.
- 3.2 Where it is not possible to avoid the use of removable media, all Contractors shall apply all of the following conditions:
- 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;

- 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.

4. Staff Security Requirements

- 4.1 All Contractor Staff or sub-contractors connected with the Contract shall be vetted to a minimum level of Baseline Personnel Security Standard (BPSS). Any additional Contractor Staff or sub-contractors nominated to work on the Contract shall also be vetted to BPSS level. Completion of this shall be discussed with, and may be completed by, the Authority. Please note that the Authority is exempt from the terms of the Rehabilitation of Offenders Act.
- 4.2 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 Authority or Candidate information except where agreed with the Authority in writing.
- 4.3 All Contractor Staff that have the ability to access Authority or Candidate information shall undergo regular training on secure information management principles. Unless otherwise agreed with the Authority in writing, this training shall be undertaken annually.
- 4.4 The Contractor shall ensure that its Staff shall agree to comply with requirements of the Official Secrets Act.
- 4.5 The Contractor shall ensure that all employed Staff engaged to deliver the goods and services sign a declaration pursuant of the Official Secrets Act.
- 4.6 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 Authority if required to carry out checks of information provided. The 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.
- 4.7 The Contractor shall provide the Authority with full detail in relation to their internal personnel vetting processes.

5. End User and Network Devices

- 5.1 When Authority or Candidate information is held on mobile, removable or physically uncontrolled devices or portable media, such as laptops or tablets, it shall 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 Body.

- 5.2 Unless otherwise agreed with the Authority in writing, all Contractor devices used to access or manage Authority or Candidate information are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (<https://www.gov.uk/government/collections/end-user-devices-security-guidance--2>) Where the guidance highlights shortcomings in a particular platform the Contractor may wish to use, the Contractor shall make detailed recommendations to the Authority (informed by the Contractor’s detailed knowledge of security technology and Government security regulation requirements), and the Authority will decide whether the residual risks are acceptable. Where the Contractor wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Authority.

6. Networking

- 6.1 The Authority requires any information transmitted electronically, not using the interview platform, shall be sent via the Criminal Justice Secure Email (CJSM) system. The 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.
- 6.2 Authority and Candidate information shall not be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device.

7. Security of Interview Platform

- 7.1 The interview platform solution shall be accompanied by the production of a detailed security assurance case, and will require approval by the Authority Departmental Security Officer prior to operation.
- 7.2 The Authority requires that any transmission over a public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network (“PSN”) framework (which makes use of Foundation Grade certified products), or otherwise as agreed with the Authority.