****

**HOME OFFICE**

**- and -**

**HEADSTRONG CONSULTANTS LTD**

**ANNEXES**

**relating to**

**Provision of Executive Search for a Chief**

**Engineer for ESMCP**

**Ref: CCHR16B23**

**CONTENTS**

[**ANNEX 1 – TERMS AND CONDITIONS** 4](#_Toc469395332)

[1 Interpretation 4](#_Toc469395333)

[2 Basis of Agreement 5](#_Toc469395334)

[3 Supply of Services 6](#_Toc469395335)

[4 Term 6](#_Toc469395336)

[5 Charges, Payment and Recovery of Sums Due 6](#_Toc469395337)

[6 Premises and equipment 7](#_Toc469395338)

[7 Staff and Key Personnel 8](#_Toc469395339)

[8 Assignment and sub-contracting 9](#_Toc469395340)

[9 Intellectual Property Rights 9](#_Toc469395341)

[10 Governance and Records 10](#_Toc469395342)

[11 Confidentiality, Transparency and Publicity 10](#_Toc469395343)

[12 Freedom of Information 11](#_Toc469395344)

[13 Protection of Personal Data and Security of Data 12](#_Toc469395345)

[14 Liability 12](#_Toc469395346)

[15 Force Majeure 13](#_Toc469395347)

[16 Termination 13](#_Toc469395348)

[17 Compliance 14](#_Toc469395349)

[18 Prevention of Fraud and Corruption 15](#_Toc469395350)

[19 Dispute Resolution 15](#_Toc469395351)

[20 General 15](#_Toc469395352)

[21 Notices 16](#_Toc469395353)

[22 Governing Law and Jurisdiction 16](#_Toc469395354)

[**ANNEX 2 – PRICE SCHEDULE** 17](#_Toc469395355)

[**ANNEX 3 – STATEMENT OF REQUIREMENT** 18](#_Toc469395356)

[1. PURPOSE 19](#_Toc469395357)

[2. BACKGROUND TO THE CONTRACTING aUTHORITY 19](#_Toc469395358)

[3. BACKGROUND TO THE REQUIREMENT/OVERVIEW OF THE REQUIREMENT 20](#_Toc469395359)

[4. definitions 21](#_Toc469395360)

[5. scope of requirement 21](#_Toc469395361)

[6. The requirement 24](#_Toc469395362)

[7. key milestones 24](#_Toc469395363)

[8. authority’s responsibilities 25](#_Toc469395364)

[9. reporting 25](#_Toc469395365)

[10. volumes 26](#_Toc469395366)

[11. continuous improvement 26](#_Toc469395367)

[12. Sustainability 26](#_Toc469395368)

[13. quality 26](#_Toc469395369)

[14. PRICE 26](#_Toc469395370)

[15. STAFF AND CUSTOMER SERVICE 26](#_Toc469395371)

[16. service levels and performance 27](#_Toc469395372)

[17. Security requirements 29](#_Toc469395373)

[18. intellectual property rights (ipr) 29](#_Toc469395374)

[19. payment 29](#_Toc469395375)

[20. additional information 29](#_Toc469395376)

[21. Location 29](#_Toc469395377)

[Annex A 30](#_Toc469395378)

[**ANNEX 4 – SUPPLIERS RESPONSE** 34](#_Toc469395379)

[**(As provided within the e-Sourcing event)** 34](#_Toc469395380)

[**ANNEX 5 – CLARIFICATIONS** 35](#_Toc469395381)

[**ANNEX 6 – ADDITIONAL TERMS & CONDITIONS** 36](#_Toc469395382)

[**ANNEX 7 – CHANGE CONTROL FORMS** 37](#_Toc469395383)

**ANNEX 1 – TERMS AND CONDITIONS**

1. Interpretation
	1. In these terms and conditions:

|  |  |
| --- | --- |
| “Agreement”  | means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter; |
| “Award Letter” | means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award; |
| “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:1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
3. Non-Ministerial Department; or
4. Executive Agency;
 |
| “Charges” | means the charges for the Services as specified in the Award Letter;  |
| “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; |
| “Customer” | means the person named as Customer in the Award Letter; |
| “DPA” | means the Data Protection Act 1998;  |
| “Expiry Date” | means the date for expiry of the Agreement as set out in the Award Letter;  |
| “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 Award Letter or otherwise notified as such by the Customer to the Supplier in writing;  |
| “Party” | means the Supplier or the Customer (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 Customer pursuant to or in connection with this Agreement; |
| “Purchase Order Number” | means the Customer’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 Customer under the Agreement;  |
| “Specification” | means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;  |
| “Start Date” | means the commencement date of the Agreement as set out in the Award Letter; |
| “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 Customer, the Customer’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 Award Letter; |
| “Term” | means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 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. In these terms and conditions, unless the context otherwise requires:
		1. references to numbered clauses are references to the relevant clause in these terms and conditions;
		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;
		3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
		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
		5. the word ‘including’ shall be understood as meaning ‘including without limitation’.
1. Basis of Agreement
	1. The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
	2. The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.
2. Supply of Services
	1. In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
	2. In supplying the Services, the Supplier shall:
		1. co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
		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. 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;
		4. ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
		5. comply with all applicable laws; and
		6. provide all equipment, tools and vehicles and other items as are required to provide the Services.
	3. The Customer 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 Customer and the Supplier.
3. Term
	1. The Agreement shall take effect on the Start Date 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.
	2. The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days’ notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.
4. Charges, Payment and Recovery of Sums Due
	1. The Charges for the Services shall be as set out in the Award Letter 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 Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
	2. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer 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.
	3. The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
	4. In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
	5. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
	6. If there is a dispute between the Parties as to the amount invoiced, the Customer 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.
	7. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
	8. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
		1. provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
		2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
		3. In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
	9. 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 Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer 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 Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
5. Premises and equipment
	1. If necessary, the Customer 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 Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
	2. If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’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 Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
	3. If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer 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.
	4. The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
	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 Customer in writing.
	6. Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer 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 Customer on expiry or termination of the Agreement.
	7. The Supplier shall reimburse the Customer 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 Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.
6. Staff and Key Personnel
	1. If the Customer 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:
		1. refuse admission to the relevant person(s) to the Customer’s premises;
		2. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
		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 Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

* 1. The Supplier shall:
		1. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
		2. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and
		3. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
	2. Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
	3. Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (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.
1. Assignment and sub-contracting
	1. The Supplier shall not without the written consent of the Customer 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 Customer 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.
	2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
	3. The Customer 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.
2. Intellectual Property Rights
	1. All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer 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.
	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 Customer by operation of law, the Customer 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).
	3. The Supplier hereby grants the Customer:
		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
		2. a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
			* 1. any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
				2. 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 Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

* 1. The Supplier shall indemnify, and keep indemnified, the Customer 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 Customer as a result of or in connection with any claim made against the Customer 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.
1. Governance and Records
	1. The Supplier shall:
		1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
		2. submit progress reports to the Customer at the times and in the format specified by the Customer.
	2. The Supplier shall keep and maintain until 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 Customer. The Supplier shall on request afford the Customer or the Customer’s representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.
2. Confidentiality, Transparency and Publicity
	1. Subject to clause 11.2, each Party shall:
		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
		2. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under the Agreement.
	2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
		1. where disclosure is required by applicable law or by a court of competent jurisdiction;
		2. to its auditors or for the purposes of regulatory requirements;
		3. on a confidential basis, to its professional advisers;
		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;
		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
		6. where the receiving Party is the Customer:
			* 1. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
				2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
				3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
				4. 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 Customer under this clause 11.

* 1. 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 Customer 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 Customer 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.
	2. 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 Customer.
1. Freedom of Information
	1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
		1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
		2. transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
		3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
		4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
	2. The Supplier acknowledges that the Customer 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 Customer 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.
	3. Notwithstanding any other provision in the Agreement, the Customer 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.
2. Protection of Personal Data and Security of Data
	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.
	2. Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
		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;
		2. provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
		3. promptly notify the Customer of:
			* 1. any breach of the security requirements of the Customer as referred to in clause 13.3; and
				2. any request for personal data; and
		4. ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer’s obligations under the DPA.
	3. When handling Customer 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 Customer as notified to the Supplier from time to time.
3. Liability
	1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
	2. Subject always to clauses 14.3 and 14.4:
		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 tortuous 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
		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 Customer for any:
			* 1. loss of profits;
				2. loss of business;
				3. loss of revenue;
				4. loss of or damage to goodwill;
				5. loss of savings (whether anticipated or otherwise); and/or
				6. any indirect, special or consequential loss or damage.
	3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
		1. death or personal injury caused by its negligence or that of its Staff;
		2. fraud or fraudulent misrepresentation by it or that of its Staff; or
		3. any other matter which, by law, may not be excluded or limited.
	4. The Supplier’s liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.
4. 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 Party affected. 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 months, either Party may terminate the Agreement by written notice to the other Party.

1. Termination
	1. The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
	2. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
		1. (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
		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;
		3. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
		4. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
		5. breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
		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 16.2.6) in consequence of debt in any jurisdiction; or
		7. fails to comply with legal obligations in the fields of environmental, social or labour law.
	3. The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
	4. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
	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.
	6. Upon termination or expiry of the Agreement, the Supplier shall:
		1. give all reasonable assistance to the Customer and any incoming supplier of the Services; and
		2. return all requested documents, information and data to the Customer as soon as reasonably practicable.
2. Compliance
	1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Supplier in the performance of its obligations under the Agreement.
	2. The Supplier shall:
		1. comply with all the Customer’s health and safety measures while on the Customer’s premises; and
		2. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
	3. The Supplier shall:
		1. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer’s equality and diversity policy as provided to the Supplier from time to time; and
		2. take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
	4. The Supplier shall supply the Services in accordance with the Customer’s environmental policy as provided to the Supplier from time to time.
	5. The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
		1. the Official Secrets Acts 1911 to 1989; and
		2. section 182 of the Finance Act 1989.
3. Prevention of Fraud and Corruption
	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.
	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 Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
	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 Customer) the Customer may:
		1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
		2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.
4. Dispute Resolution
	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.
	2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, 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.
	3. If the Parties fail to appoint a Mediator within one 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.
5. General
	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.
	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.
	3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
	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.
	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.
	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.
	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.
	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.
6. Notices
	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 Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
	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.
	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.
7. 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.

**ANNEX 2 – PRICE SCHEDULE**

[REDACTED]

**ANNEX 3 – STATEMENT OF REQUIREMENT**

CONTENTS

[1. PURPOSE 18](#_Toc468282332)

[2. BACKGROUND TO THE CONTRACTING aUTHORITY 18](#_Toc468282333)

[3. BACKGROUND TO THE REQUIREMENT/OVERVIEW OF THE REQUIREMENT 19](#_Toc468282334)

[4. definitions 20](#_Toc468282335)

[5. scope of requirement 20](#_Toc468282336)

[6. The requirement 23](#_Toc468282337)

[7. key milestones 23](#_Toc468282338)

[8. authority’s responsibilities 24](#_Toc468282339)

[9. reporting 24](#_Toc468282340)

[10. volumes 25](#_Toc468282341)

[11. continuous improvement 25](#_Toc468282342)

[12. Sustainability 25](#_Toc468282343)

[13. quality 25](#_Toc468282344)

[14. PRICE 25](#_Toc468282345)

[15. STAFF AND CUSTOMER SERVICE 25](#_Toc468282346)

[16. service levels and performance 26](#_Toc468282347)

[17. Security requirements 28](#_Toc468282348)

[18. intellectual property rights (ipr) 28](#_Toc468282349)

[19. payment 28](#_Toc468282350)

[20. additional information 28](#_Toc468282351)

[21. Location 28](#_Toc468282352)

[Annex A 29](#_Toc468282353)

#

# PURPOSE

## The Emergency Services Mobile Communications Programme (ESMCP) is a cross government Programme to procure the next generation of mobile communications for the three Emergency Services (3ES) in England, Scotland and Wales. This new service will be called the Emergency Services Network (ESN). Led by the Home Office, ESMCP has a complex governance structure and includes, Department of Health, Cabinet Office, HM Treasury, Scottish Government and the Welsh Assembly. ESN will be joined by other departments and agencies.

## ESMCP requires a Chief Engineer. Reporting directly to the Programme Director the post holder will be the Technical Lead for the Programme. They will be responsible for:

### Assuring the detailed design by our suppliers of the end-to-end ESN solution;

### Overseeing its readiness through extensive test and trialling of the network;

### Ensuring it meets all User requirements; and for handing over a working network to the Service Management Organisation (SMO) so the 3ES can transition on to ESN.

## The requirement is for Headstrong Consultants to carry out an executive search for a Chief Engineer for ESMCP.

# BACKGROUND TO THE CONTRACTING aUTHORITY

## The Home Office is one of the original great Departments of State and has one of the most challenging jobs in government. Its mission is fundamentally important: to keep Britain’s streets safe and its borders secure. Each and every member of Home Office staff plays a part in making that happen.

## The Home Office leads on immigration and passports, drugs policy, crime policy, counter-extremism and counter-terrorism and works to ensure visible, responsive and accountable policing in the UK. These issues are at the heart of the Government’s agenda. The challenges the Department faces are significant and can change rapidly in the global environment in which we operate. This makes it one of the most exciting and stimulating Departments to work in.

## The Home Office includes:

### Office for Security and Counter Terrorism, which works with other departments and agencies to ensure an effective and coordinated response to the threat of terrorism and organised crime;

### Crime, Policing and Fire Group, which works through the police service and other partners;

### International and Immigration Policy Group which coordinates our work in Europe and overseas as well as our overall policy approach to tackling migration and border issues;

### Border Force, which is responsible for securing the UK border and controlling migration at 138 ports and airports across the UK and overseas;

### A high volume UK Visas and Immigration Command. Its purpose is to make millions of decisions every year about who can visit or stay in the country, keeping the UK safe and secure;

### An Immigration Enforcement Command that gets tough on those who break our immigration laws;

### Her Majesty’s Passport Office which is responsible for issuing UK passports and for overseeing the system of civil registration in England and Wales;

### A small strategic centre, which advises the Home Office board on strategy and direction, as well as the allocation of resources;

### Professional services including legal advice, human resources, financial and commercial, communications, and programme and project management support.

## The ESMCP Management Team (EMT) currently comprises 250 staff to manage the integration of a number of separately procured technical projects to deliver ESN. All leadership positions in EMT are filled by Civil Servants and supported by Civil Servants, contractors and consultants including a Delivery Partner, with members of the 3ES seconded to EMT. The Programme is by far the largest within the Home Office and has a whole life cost of £5bn.

# BACKGROUND TO THE REQUIREMENT/OVERVIEW OF THE REQUIREMENT

## ESN will rely on the use of 4G mobile networks that will be enhanced to provide public safety communications services, coverage and resilience that the 3ES require.

## The procurement process commenced in April 2014 following approval of the Outline Business Case (OBC) by the Home Office, the 3ES, funding departments, devolved governments, Cabinet Office and the Treasury.

## Three main contracts for the provision of ESN were awarded in 2015, to Kellogg Brown and Root (KBR), Motorola Solutions Inc. (Motorola Solutions) and EE Ltd (EE). A number of contracts for related projects will be awarded in 2016. In February 2016, Motorola Solutions bought the incumbent emergency services network supplier, Airwave, from an infrastructure fund managed by the Macquarie Group. The current plan is that the 3ES will start transitioning on to the new network in September 2017 and are due to complete the transition process by December 2019 when Airwave will be shut down.

## The timetable now in place allows 5 months for detailed design; a further 11 months for building and testing, and 5 months for the emergency services to trial ESN; and 27 months for the 3ES to transition to ESN.

## The Programme is anticipated to reduce significantly future levels of government spending on emergency services mobile communications.

## We are seeking to appoint Headstrong Consultants to carry out an executive search for a Chief Engineer.

## The National Audit Office has recommended that ESMCP improve its technical assurance capabilities. The programme has tried and failed to recruit a civil servant into this role and has also undertaken an executive search via a small number of agencies. We now need to attempt to secure a candidate via a targeted executive search. Headstrong Consultants are experts in defence and security field with a track record for sourcing candidates with hard to find skills

## The remuneration for this post is circa £100,000.

# definitions

|  |  |
| --- | --- |
| Expression or Acronym | Definition |
| 3ES | Means three emergency services |
| EMT | Means EMSCP Management Team |
| ESMCP | Means Emergency Services Mobile Communications Programme |
| ESN | Means Emergency Services Network |
| KBR | Means Kellogg Brown & Root |
| OBC | Means Outline Business Case |
| SCS | Means Senior Civil Service |

# scope of requirement

## Attend planning and briefing meetings with the recruiting manager and SCS Recruitment Team to gain full understanding of the role, person specification and plan the search and advertising strategies.

## Provide a full search approach through actively sourcing and researching the market place outside of the civil service to find the right individuals with deep category experience for the post who are willing to work within Senior Civil Service salary parameters. The process is researching the market place against specific criteria/areas of expertise being sought, contact (telephone/face to face/emails) and liaising with the individuals actively over a period of time with the aim of encouraging them to apply for the post. This approach also involves using networks/contacts to provide names of people who can either act as a source and/or a potential candidate. The contract will include key performance indicators in relation to the diversity of long-list candidates.

## Response handling is mandatory. Process, log and acknowledge requests for applications, and answer any applicants’ queries.

## Prepare long-list, short-list and interview packs, providing them to all panel members at least 3 days prior to the meetings and interviews. Packs should include a list of applicants, the candidate application pack and candidate applications. For long-list and short-list you should also include an ABC summary of the candidates you are recommending be taken forward to the next stage, including reasons for their progression and a report of the candidates performance at preliminary interview (for short-list pack only). References should be included in the interview packs.

## Sift applications against agreed criteria for the role (this will be agreed by the panel, with your assistance, at the planning meeting but is not expected to exceed 10-15). Mark recommendations as to the suitability of each candidate based on their submitted application. Meet the panel to agree a long-list of candidates to be taken forward to preliminary interviews.

## Undertake preliminary interviews of long-list candidates (approx. 60 minutes duration) to include a comprehensive evaluation against the person specification and required skills for the role. Make recommendations as to the suitability of each candidate and document the reasons why candidates have been rated in a particular order and agree a short-list with the panel.

## Notify successful and unsuccessful candidates of the outcome via telephone/email or letter at each stage of the campaign within 24 hours of decisions made. Take references for candidates at either shortlist or interview stage.

## Attend wash-up meeting post interview and provide feedback to all candidates at the end of the search and selection process.

## Assist with securing the appointment of the preferred candidate, including pre-appointment checks etc, necessary salary negotiations and secure an early release date.

## Provide regular campaign updates and statistics (including diversity data) on the search

## The supplier will be able to provide weekly management information that support the effective progress tracking

## The supplier will commit to regular performance monitoring meetings as part of the normal management processes and at no extra cost to the Department. The timing and frequency of these meetings may be varied by the Home Office as needs dictate.

## Fees for this requirement should include all costs related to the services, such as, but not exhaustive, to the following list:

### All print costs related to leaflet/pack production etc;

### All courier/postage costs;

### All venue costs;

### Expenses (e.g. to attend meetings at the Home Office or meet potential candidates).

## Any appointed candidate should be guaranteed to appointment for a minimum of 90 days. Should the appointed candidate leave within the 90 day period, or not take up post, and there be no other appointable candidates identified by the selection panel, the selected supplier is required to provide repeat services at no charge. If the service is not to be repeated due to lack of confidence in finding a candidate or break down in the relationship, only 50% of the fee shall be paid.

## The supplier will deliver the service in line with Home Office Diversity and Equality Policy Statement:

## The Home Office is committed to a policy of equal opportunity for all staff. We will not discriminate on grounds of gender, gender identity, race, disability, sexual orientation, religion or belief, age, those with caring responsibilities, part time workers or any other factor irrelevant to a person’s work.

## We encourage a diverse workforce and aim to provide a working environment where all staff at all levels are valued and respected, and where discrimination, bullying, promotion of negative stereotyping and harassment are not tolerated.

## Assessment for recruitment, selection, appraisal, training and career progression purposes is based both on the individual’s ability and suitability for the work. We are committed to providing all staff with opportunities to maximise their skills and achieve their potential, offering flexible working arrangements wherever possible.

## As a public authority the Home Office has statutory duties placed on it that require it to promote equality of opportunity and eliminate unlawful discrimination. We expect all staff to assist the department in meeting these obligations. All staff should have due regard for the need to promote good relations between individuals from different groups and work towards achieving equality of opportunity for all.

## The Home Office has concluded that membership of any group or organisation that promotes hatred in its philosophy, aims, principles or policies based on gender, gender identity, race, disability, sexual orientation, religion or belief is incompatible with the work and values of the Home Office.

## In particular, the supplier must:

### Promote equality of opportunity and diversity.

### Aim to attract candidates which reflect Home Office customer base within the diverse communities in which we work.

### Encourage recruitment from groups currently under represented in the Home Office.

### Treat candidates fairly and with respect.

* Experience of managing the appointment process within tight timescales. This will include:

### Dealing with enquiries about applications

### Undertaking an initial paper sift to identify those applicants who are clearly not qualified for the post

### Arranging interviews following a sift by the interview panel

### Notifying unsuccessful applicants.

## Details of the role are in Annex A of this document.

# The requirement

## The provider should introduce a selection of top candidates that meet our extensive interview and assessment process to enable us to successfully appoint a qualified candidate to each role. If we are unable to appoint any of the candidates for any reason the services should be provided by the supplier again at no additional cost to the Home Office. Should the Home Office not wish to retain the supplier services, due to lack of confidence in finding a candidate or break down in the relationship only 50% of the fee shall be paid.

## Deliver a diverse field of candidates from search comprising at least 5% Black and Minority Ethnic (BME), 35% women and 3% with a disability. Where this is not possible, a submission should be provided at long-list stage explaining why these targets were not achieved. Search candidates should not include existing civil servants.

## The diversity questionnaire is a mandatory part of the application process. No application should therefore be accepted without completion of the questionnaire. Candidates may respond “prefer not to say” to any/all of the questions. This questionnaire will be provided by the Home Office and will need to be returned to the supplier by the candidate as part of their application.

## Collate and present diversity statistics showing the stage of the competition reached by each candidate at least 48 hours before the sift meeting and within 24 hours of the final panel interviews.

## Lead or second consultant to attend planning meeting, sift meetings and interview wash-up.

## Sift candidates into three categories (usually referred to as A B C) based on suitability of candidates against the advertised essential criteria. This should be completed and issued to panel members at least 3 working days before the sift meetings.

## Comprehensive long-list, shortlist and interview packs to be delivered to all panel members in hard copy (unless otherwise agreed in advance) no less than two working days prior to meetings.

## Candidates to be notified in writing of sift outcomes within 24 hours of sift meetings, unless specifically instructed otherwise by the Home Office campaign manager. All such notifications are to be retained and sent to the Home Office campaign manager (electronically) on expiry of the contract.

## Comprehensive search updates to be provided on a weekly basis up to the first sift meeting, to include statistics and details of diversity. Additionally a mid-term meeting will be held to ensure the search is progressing in the right areas with contingency plans to be agreed if necessary.

# key milestones

## Headstrong Consultants should note the following project milestones that the Authority will measure the quality of delivery against:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | Meet with the recruiting manager, Civil Service Commissioner and SCS Recruitment Team to discuss role, person specification, and search strategy | Within week 1 of Contract Award  |
| 2 | Changes to candidate pack agreed with recruiting manager and Civil Service Commissioner.  | Within 1 week of above meeting |
| 3 | Update meetings/phone calls on progress of search for the role to include details of, candidates contacted, response to the roles and potential suitability | Weekly during search period |
| 4 | Identifying suitable high calibre candidates that have the skills and knowledge outlined in the job criteria to be considered for the role | 3-4 weeks from go live date as agreed with vacancy holder with option to extend if weekly meetings do not give confidence of calibre of candidates |
| 5 | Provide applications with recommendations to panel and attend long-list meeting to provide briefing | Within 1 week of end of search period |
| 6 | Recruitment agency to conduct preliminary interviews with long listed candidates and make recommendations to the recruiting panel on who should be interviewed | Within 2 weeks of long-list meeting or as agreed with vacancy holder |
| 7 | Provide any statistics (including diversity) as required | Within 1 week of long-list and short-list meeting with final statistics provided within 2 weeks of appointable candidates being identified |

#

# authority’s responsibilities

## Not applicable.

# reporting

## Diversity statistics must be provided at each stage of the competition.

## The supplier should provide a summary report each week to the panel for their weekly discussion. It should show the areas of search undertaken, the number of people the supplier has targeted and how many subsequently apply and the number of applications received from people not targeted by the supplier. Additionally it should provide a brief background of each candidate detailing their background and experience and the current status of conversations with them so we can assess whether they have the relevant skill set.

# volumes

## We have previously been unable to fill this post when we advertised it last year. We would like to have approximately 15 applications put forward for the role by the supplier.

# continuous improvement

## The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier should present new ways of working to the Authority during weekly progress report meetings.

## Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

# Sustainability

## 11.1 Not applicable to this requirement.

# quality

## Not applicable.

# PRICE

## The costs for a search will be broken down in to 2 independent phases.

## Phase 1: Search and select

## Phase 2: This will be delivered in 4 weeks from the instruction. The report will include a full list of candidates identified, showing their status and details of phone interviews conducted. If during the process a strong candidate is identified, they will be ‘fast tracked’ through for interview and assessment. If a successful appointment is made then the balance of fees will be paid.

## Prices are to be submitted via the Appendix E excluding VAT.

## Fees should include all costs related to the services, such as, but not exhaustive, to the following list:

### All print costs related to leaflet/pack production etc;

### All courier/postage costs;

### All venue costs;

### Expenses (e.g. to attend meetings at the Home Office or meet potential candidates).

# STAFF AND CUSTOMER SERVICE

## The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Chief Engineer ESMCP Contract in order to consistently deliver a quality service to all Parties.

## Potential Provider’s staff assigned to the Chief Engineer ESMCP Contract shall have the relevant qualifications and experience to deliver the Contract.

## The Potential Provider shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

# service levels and performance

## The Authority will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Delivery | Actively source at least one third of the overall field of candidates.  | 33% of total field of applicants |
| 2 | Delivery | Deliver a diverse field of candidates. Where this is not possible, a submission should be provided at long-list stage explaining why these targets were not achieved. | At least 5% BME, 35% women and 3% with a disability.  |
| 3 | Delivery | Ensure the return of the diversity form from every candidate. This questionnaire will be provided by the Home Office and will need to be returned by candidates as part of their application. No application should be accepted without the diversity questionnaire. Candidates can select “prefer not to say” in response to questions posed | 100% |
| 4 | Delivery | Collate and present diversity statistics showing the stage of the competition reached by each candidate  | 48 hrs before sift meeting and within 24 hrs of interview |
| 5 | Delivery | The lead or second consultant should attend planning meeting, sift meetings and interview wash-up. | 100% |
| 6 | Delivery | Sift candidates into three categories (usually referred to as A B C) based on suitability of candidates against the advertised essential criteria. This should be completed and issued to panel members at least 3 working days before the sift meetings.  | 3 working days before sift meetings |
| 7 | Delivery | Comprehensive long-list, shortlist and interview packs to be delivered to all panel members in hard copy (unless otherwise agreed in advance) no less than two working days prior to meetings.  | 2 working days before meetings |
| 8 | Delivery | Candidates to be notified in writing of sift outcomes within 24 hours of sift meetings, unless specifically instructed otherwise by the Home Office campaign manager. All such notifications are to be retained and sent to the Home Office campaign manager (electronically) on expiry of the contract. | 24 hrs of sift meeting |
| 9 | Delivery | Comprehensive search updates to be provided on a weekly basis up to the first sift meeting, to include statistics and details of diversity. | 24 hrs ahead of meeting |
| 10 | Delivery |  A Mid-term meeting to be held to ensure search is targeting appropriate candidates | 2 – 4 weeks into search or as appropriate should post be advertised for differing periods |
| 11 | Delivery  | Any appointed candidate should be guaranteed to appointment for a minimum of 90 days. Should the appointed candidate leave within the 90 day period, or not take up post, and there be no other appointable candidates identified by the selection panel, the selected supplier is required to provide repeat services at no charge. If the service is not to be repeated due to lack of confidence in finding a candidate or break down in the relationship, only 50% of the fee shall be paid |  |

## Should a suitable candidate not be identified or fail to take up post for whatever reason or fail to remain in post for 90 days the supplier is required to provide repeat services at no charge to replace the candidate. If the service is not to be repeated due to lack of confidence in finding a candidate or break down in the relationship, only 50% of the fee shall be paid

## If the supplier does not provide candidates of sufficient quality, that the vacancy holder judges not to be appointable to this role, during the search period and after reasonable guidance and discussion with the vacancy holder be unable to remedy the situation to maintain the vacancy holders confidence in the search, Home Office will be able to terminate the contract immediately at a cost of no more than 5% per campaign.

# Security requirements

## The supplier will not be required to hold security clearance. The successful candidate will be expected to hold or obtain security clearance to Security Cleared (SC) security level before taking up post and willing to undertake DV security clearance.

# intellectual property rights (ipr)

## Not applicable.

# payment

## Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## Payment by 2 instalments the first payment in 4 weeks from the instruction and the balance of the fees once the successful appointment is made.

# additional information

## Not applicable

# Location

## The location of the Services will be carried out at Home Office, 2 Marsham Street, London SW1P 4DP. This location will be primarily used for meetings and interviews.

Annex A

**Role Description**

**Job Title:** Deputy Director, Chief Engineer

**Grade:** Senior Civil Service (SCS) Pay Band 1 (or equivalent)

**Location:** Central London

**Reporting to:** Gordon Shipley - Director, Emergency Services Mobile Communications Programme

**Background**

The Emergency Services Mobile Communications Programme (ESMCP) is a cross government Programme to procure the next generation of mobile communications for the three Emergency Services (3ES) in England, Scotland and Wales. This new service will be called the Emergency Services Network (ESN). Led by the Home Office, ESMCP has a complex governance structure and includes, Department of Health, Cabinet Office, HM Treasury, Scottish Government and the Welsh Assembly. ESN will be joined by other departments and agencies.

The ESMCP Management Team (EMT) currently comprises 250 staff to manage the integration of a number of separately procured technical projects to deliver ESN. All leadership positions in EMT are filled by Civil Servants and supported by Civil Servants, contractors and consultants including a Delivery Partner, with members of the 3ES seconded to EMT. The Programme is by far the largest within the Home Office and has a whole life cost of £5bn.

ESN will rely on the use of 4G mobile networks that will be enhanced to provide public safety communications services, coverage and resilience that the 3ES require.

The procurement process commenced in April 2014 following approval of the Outline Business Case (OBC) by the Home Office, the 3ES, funding departments, devolved governments, Cabinet Office and the Treasury.

Three main contracts for the provision of ESN were awarded in 2015, to Kellogg Brown and Root (KBR), Motorola Solutions Inc. (Motorola Solutions) and EE Ltd (EE). A number of contracts for related projects will be awarded in 2016. In February 2016, Motorola Solutions bought the incumbent emergency services network supplier, Airwave, from an infrastructure fund managed by the Macquarie Group. The current plan is that the 3ES will start transitioning on to the new network in September 2017 and are due to complete the transition process by December 2019 when Airwave will be shut down.

The timetable now in place allows 5 months for detailed design; a further 11 months for building and testing, and 5 months for the emergency services to trial ESN; and 27 months for the 3ES to transition to ESN.

The Programme is anticipated to reduce significantly future levels of government spending on emergency services mobile communications.

**The Role**

Reporting directly to the Programme Director the post holder will be the Technical Lead for the Programme. They will be responsible for: assuring the detailed design by our suppliers of the end-to-end ESN solution; overseeing its readiness through extensive test and trialling of the network; ensuring it meets all User requirements; and for handing over a working network to the Service Management Organisation (SMO) so the 3ES can transition on to ESN.

The post holder will not have any direct reports *per se* but will work with several technical teams within the Programme and Suppliers to assure the coherent integration of deliverable components of the system, and will provide the 3ES and stakeholders with increasing confidence that the end-to-end solution will meet their operational, performance, safety and security requirements.

The post holder will need to work closely and collaboratively with the other five Deputy Directors and their teams in the Programme (see Annex A), the suppliers and stakeholders to achieve delivery of a working network for the 3ES.

The post holder will report to the Programme Director and be a member of the ESMCP Senior Management Team.

**Key Responsibilities**

The post holder will have specific responsibility for:

* Establishing a management process for developing the ESN technical architecture into a detailed design, and ensuring this continues to meet the Users’ requirements
* Approving technical contract changes proposed by the project teams during the design and implementation of ESN, its end-to-end services and planned in-service upgrades to capability
* Assuring that the Authority-delivered elements of ESN (Extended Area Services, Air to Ground and London Underground Services) conform to the developing ESN technical architecture
* Assuring the User-procured elements of ESN (devices, vehicle conversion, control room upgrades and Public Services Network connections) conform to the ESN technical architecture
* Assuring the User Services Network Approval and Testing System (NATS) is efficient and effective, and to ensure that enables a healthy market for devices, applications and accessories
* Assuring the service management systems (including network management, user account management and user billing)
* Assuring the required ESN functionality, security, availability and performance has been delivered, and to build user confidence using testing, operational trials, and regional pilots
* Assuring the radio coverage required to provide adequate services has been delivered through appropriate and proportionate tests and trials
* Ensuring the planned upgrade of the pre-standards public safety functionality to a solution that is compliant with 3GPP standards is successfully
* Ensuring that components of the ESN technical architecture can be partitioned using open standards, and therefore can be effectively re-competed at the end of the contract terms

**Person Specification**

In your application you should provide examples of your experience in meeting the appointment criteria listed below. The following will be the key criteria for selection.

**Essential Criteria**

* Experience of operating at a senior level within a programme delivery environment with personal responsibility for team leadership, senior-level supplier and stakeholder relations
* Broad and current technical knowledge in relation to the mobile communications sector, related standards and innovations in architecture and services
* Awareness and understanding of security architectures, standards and assurance methods
* Proven ability in the successful delivery of high profile, large-scale and complex technology and change programmes
* Knowledge and experience of the planning and delivery of systems and products through full lifecycle; requirements capture and analysis, design, development, test and integration, roll out and deployment, and service transition
* Experience of establishing an effective management structure for ensuring that multiple projects are integrated to produce and effective end to end solution
* A proven track record of building the confidence of stakeholders through design reviews, tests, trials and pilot events
* Excellent stakeholder management and an ability to rapidly establish confidence and to influence effectively. Strong interpersonal skills and the ability to work collaboratively and forge effective strategic partnerships in changing and sometimes challenging circumstances
* Experience of working effectively with commercial teams administering complex contracts
* A proven track record of seeking out opportunities for innovation and driving and delivering a culture that emphasises continuous improvement, efficiency and value for money
* Flexibility and personal resilience to provide clear and authoritative guidance and leadership in an environment that is subject to scrutiny by a diverse range of stakeholders

**Desirable Criteria**

* Chartered Engineer or equivalent technical professional status
* An appreciation Systems Engineering standards and development methods, e.g. INCOSE
* Experience of working with, or delivering for the Emergency Services
* Experience of working in the public sector, or working with the public sector as part of the supply chain

**ANNEX 4 – SUPPLIERS RESPONSE**

**(As provided within the e-Sourcing event)**

**[REDACTED]**

**ANNEX 5 – CLARIFICATIONS**

Not applicable.

**ANNEX 6 – ADDITIONAL TERMS & CONDITIONS**

Not applicable.

**ANNEX 7 – CHANGE CONTROL FORMS**

|  |
| --- |
| **Contract Management Guidance – Template #10****CHANGE CONTROL FORM- General – v. 4** |
| **Contract Name:** |   | **Contract Ref. No.** |  |
| *[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.****Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance****][Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]*Change Control Process map:  |
| **CUSTOMER CHANGE NOTICE (CCN)** |
| *[insert summary of contractual provision/ process agreed with the supplier for contractual change control]* |
|   |
| Initiated by:*[unique ref. No., as recorded in Change Control Register]**[name/ job title/ organisation]*CCN Reference:Source of change::Date CCN Raised by relevant party:[*Customer/ CCS/ Supplier]*This is a variation to the contract between the [insert authority] and [insert supplier]. The Terms and Conditions of the Contract apply but with the following amendments:Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]***STAGE 1 - CUSTOMER**Summary of proposals/ requirements*[lump sum/ ongoing payments]*Proposed payment:Required delivery date, with rationale:*[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]* Change authorised to proceed to Stage 2 **(Customer organisation representative)****)**:Date Print Name & Position Signature Change authorised to proceed to Stage 2 **(CCS representative)**:Signature Print Name & Position Date  |
| **STAGE 2 – SUPPLIER** |
| **Comments/ Caveats on requested change** | *[e.g. proposed implementation route; conditions of delivery]* |
|  |
| **CAPITAL / IMPLEMENTATION COST** |
| **Labour** |  |
| **Materials** |  |
| **Other Costs** |  |
| **TOTAL:** |  |
| **REVENUE COSTS (per annum)** |
|  | **Contract Base Rate** | **Current Contract Rate** |
| Breakdown |  |  |
| Breakdown |  |  |
| Breakdown |  |  |
| Breakdown |  |  |
| **TOTAL** |  |  |
| **ABORTIVE COSTS:** | *[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal ]* |
| *NB: Any abortive costs to be discussed with the customer before being incurred* |
| Anticipated period from CCN being authorised by customer to start of related provisionAnticipated implementation period, if any Signed (**Supplier Representative**):Print Name & Position:Date:Change authorised to proceed to Stage 4 **(CCS)**:Signature Date Print Name & Position  |
| **STAGE 3 - CLARIFICATIONS** |
| *[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]* |
| Clarifications/ queries to supplier regarding Date:their proposals: Supplier Response Date:   |
| **STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION** |
| CCN Withdrawn:*[Yes/ no]* |
| By signing below, unless CCN is withdrawn, the *[Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract. |
|
|  Signed (**Customer Representative**):Print Name & Position Date: Change authorised to proceed to implementation (**CCS)**:Print Name & Position SignatureDate: |
| **STAGE 5 - CCN COMPLETION SIGN-OFF**I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.Date works have been completed/ provision required under the CCN commenced:Date Signed by Customer:Signed (**Customer representative**):Print Name & Position  |

|  |
| --- |
| **Contract Management Guidance – Template #10CHANGE CONTROL FORM- Extensions – v. 5** |
| **Contract Name:** | XXXX | **Contract Ref. No.** | XXXX[Insert CCN Change Number] |
| *[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.****Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance****[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]*Change Control Process map:  |
|  | **CLIENT CHANGE NOTICE (CCN)** |   |
|  |
| *[insert summary of contractual provision/ process agreed with the supplier for contractual change control]* |
|   |
| *[unique ref. No., as recorded in Change Control Register]**[name/ job title/ organisation]*CCN Reference:Initiated by:Source of change::Date CCN Raised by relevant party:[*Customer/ CCS/ Supplier]*  |
|  |
| **STAGE 1 - CLIENT** |
| Summary of proposals/ requirements :      | Further to the current contract expiry date of [insert date] the [insert contracting authority name] wishes to take up the option of a [insert extensions duration] extension to [insert new expiry date] as per the [Contract/ Agreement/ Call off]. The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule. |
| Proposed payment: | In line with the Terms and Conditions of Contract |
|  |
| Required delivery date, with rationale: | *[Contract current expiry date]* |
|  |
|  Change authorised to proceed to Stage 2 **(Customer organisation representative):** Signature Print Name & Position Date Change authorised to proceed to Stage 2 **(CCS representative)** Signature Print Name & Position Date |
|  |
| **STAGE 2 – SUPPLIER** |
| **Comments/ caveats on requested change:** | *[e.g. proposed implementation route; conditions of delivery]* |
|   |
| **ABORTIVE COSTS :** | *[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal ]*  |
| *NB: Any abortive costs to be discussed with the client before being incurred* |
| Anticipated period from CCN being authorised by client to start of related provision |
| [Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation |
|
| Signed (**Supplier Representative**): Print Name & Position: Date:  |
| **STAGE 3 – CLARIFICATIONS***[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]* |
| Clarification/ queries to to supplier regarding Date: their proposals:Supplier response Date: |
| **STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION** |
|  [Yes/No]Variation Withdrawn  |
| By signing below, unless CCN is withdrawn, the *[Client / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier. |
|
| Signed (**Customer Representative**):DatePrint Name & Position SignatureChange authorised to proceed to implementation (**CCS)**:Date Print Name & Position Signature |
| **STAGE 5 - CCN COMPLETION SIGN-OFF***[This section doesn’t need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]* |
| I confirm that the [works have been completed/ provision required under the CCN commenced] in accordance with the customer requirements and supplier proposals in this CCN. |
| Date works have been completed/ provision required under the CCN commenced:Date Signed by Customer:Signed (**Customer representative**):Print Name & Position  |