**NORTHUMBRIA POLICE**

**PROCUREMENT SECTION**



**NP0484**

**ITT FOR THE PROVISION OF PSU OVERALLS**

**POLICE & CRIME COMMISSIONER FOR NORTHUMBRIA**

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**NORTHUMBRIA POLICE**

1. **DEFINITIONS**

For the purposes of the Contract, except where expressly stated to the contrary, the words below shall have the following meanings:

Contract means the Contract entered into pursuant to the tender.

Commissioner means The Police and Crime Commissioner for Northumbria

Contractor means the successful organisation whose tender has been accepted and includes the Contractor's legal representatives and permitted assignees.

Contracting Authority means Northumbria Police and/or The Police and Crime Commissioner for Northumbria (PCC).

Tenderer(s) means the organisation submitting the tender

1. **INTRODUCTION**

**Northumbria Police Command Area**  
 The command area of Northumbria Police covers the counties of Northumberland and Tyne and Wear, covering 5567 kilometres, stretching approximately 100k m from the border with Scotland to just north of Durham. The eastern boundary is formed by the coast and approximately 80 km to the west is the boundary with Cumbria. The population is in the region of 1.3 million. The following administrative areas fall within the force boundaries:

* Northumberland County Council
* Newcastle upon Tyne City Council
* Gateshead Metropolitan Borough Council
* North Tyneside Metropolitan Borough Council
* South Tyneside Council Metropolitan Borough Council
* Sunderland City Council

**Police & Crime Commissioner of Northumbria**

Northumbria is one of the largest forces in the country and is recognised as one of the top performing in the UK.

Under the leadership of Chief Constable, Northumbria Police is committed to reducing crime, disorder and building trust and confidence in its communities.

The force has around 3800 officers, 2190 police staff, 90 police community support officers and 116 special constables, who work together to prevent, detect and reduce crime in the Northumbria area (Figures last updated March 2025).

To find out more about Northumbria Police please visit [www.northumbria.police.uk](http://www.northumbria.police.uk)

**Social Value & Modern Slavery**

The Contracting Authority is committed to wherever possible, identifying, including and developing areas of Social Value together with our Contractors from our commercial opportunities. The Contracting Authority is also against any form of Modern Slavery and it committed to eradicating Modern Slavery from our supply chain and the supply chain of our Contractors. In order to tackle this issue it is imperative that we have the ability to track work undertaken by all parties under any of the Contracting Authority’s Contracts. Therefore all Contractors must register on the Contracting Authority’s Social Value portal and must maintain all records, the link is below. The Contractor should note that Social Value & Modern Slavery will be discussed as part of the Contracting Authority’s Contract Management Meetings.

<https://police.net-positive.org/>

**Disability Confident**

The Contracting Authority is committed to being an inclusive organisation where diversity, equality and inclusion are at the heart of what we do. We seek to work with Contractors that align themselves to this. As part of this commitment we are signed up to the Disability Confident scheme and we would encourage our Contractors to consider how they can be more effective if they too are tapping into the talents that disabled people can bring.

**Living Wage Foundation**

The Contracting Authority are accredited by the Living Wage Foundation and are fully committed to workers receiving the stated Living Wage Foundation hourly rate of pay. The Living Wage is a voluntary commitment to pay workers who are 18 years and older at least £12.60 per hour across the UK and £13.85 per hour in London. The Living Wage Foundation is **not** to be confused with the Governments National Living Wage. The Living Wage Foundation wage is calculated on the basis of the cost of living compared the Governments National Living Wage which is calculated on average earnings.

More information is available at: <http://www.livingwage.org.uk/>

Any Contractor who is contracted with the Contracting Authority is actively encouraged to pay their staff the Living Wage Foundations hourly rates to their workforce.

1. **TENDER INFORMATION**
   1. You are invited to tender for the provision of PSU Overalls for a period of 3 years with an optional 1x12 month extension period.
   2. The total estimated value of the Contract, excluding VAT, is approximately £280,000 over the full contract period. This is an indicative amount for information only and no guarantee of future contract value or volumes should be assumed.
   3. The Procurement Lead for this procurement is Joel Gartland, Procurement Officer.   
        
      *Email: Joel.Gartland@northumbria.police.uk*
   4. Queries relating to this tender should be made, in the first instance, using the Correspondence Area within the Contracting Authorities E-Tendering system, **https://sell2.in-tend.co.uk/blpd/home** as this allows the Contracting Authority to track all queries and ensure that all Tenderers receive copies of responses where appropriate. Queries which are of a more general nature or that relate to the operation of the BlueLight system should be addressed to the officer detailed above.
   5. It is the Tenderers responsibility to ensure the appropriate person is selected as the main point of contact on the e-tendering portal and that their email address is accurate. All correspondence in relation to this Tender will be sent electronically via the e-tendering portal to this person. Further instructions on how to use the portal are given on the site.
   6. Contained within this tender pack are the following documents:  
      - Invitation to Tender  
      - Procurement Specific Questionnaire (PSQ) – **Appendix 1**  
      - Pricing Schedule – **Appendix 2** - Schedule of Non-Compliance – **Appendix 3**  
      - Images of PSU Overall pocket locations for reference – **Appendix 4**
   7. The indicative timetable for this procurement is as follows:

| **Stage** | **Date/time** |
| --- | --- |
| Publication of tender notice | 22/09/2025 |
| Publication of ITT | 22/09/2025 |
| Deadline for submission of requests for clarification | 17:00 on 10/10/2025 |
| Deadline for submission of completed Tenders | 12:00 on 20/10/2025 |
| Evaluation of Tender submissions | From 20/10/2025 to 31/10/2025 |
| Contract award notice – following internal approval | w/c 10th November 2025 |
| Standstill period (8 working days) | 10th November 2025 –  19th November 2025 |
| Pre Contract Start Inception Meeting | Late November 2025 |
| Expected contract start date | November/December 2025 |

* 1. This timetable is indicative only. Whilst the Contracting Authority does not intend to depart from the timetable, it reserves the right to do so at any time.

* 1. Tender summary details:

|  |  |
| --- | --- |
| **Item** | **Details** |
| Date of publication | 22nd September 2025 |
| Contract Description | This contract is for the provision of PSU Overalls, for a contract term of 3 years with the option to extend for a further 1x12 months. |
| Insurance Requirements | Public Liability: £5,000,000  Employers Liability: £5,000,000  Professional Indemnity: £5,000,000 |
| Period of contract | This Contract will be for a period of 36 months an optional 1 x 12-month extension. |
| Procurement Method | Single requirement as detailed in within the ITT requirements |
| Contract Terms & Conditions | Northumbria Police’s Standard Terms and Conditions |
| Additional Terms & Conditions | Northumbria Police’s Special Terms and Conditions |
| Queries / clarification | All queries must be raised before **17:00** on **10th October 2025** through the messaging section within the eProcurement portal, In-Tend. |
| Submission instructions | Electronically via the eProcurement portal, In-Tend. Contractors must submit one copy of their tender electronically, with any additional documents required or requested. Documents must be compatible with Microsoft Office or Adobe/PDF.  **https://sell2.in-tend.co.uk/blpd/home**  Should you require technical support with the portal please email them directly at:  [support@in-tend.co.uk](mailto:support@in-tend.co.uk)  Tenders submitted via postal, or email methods will not be accepted. |
| Date/time for Tender return: | **Submission including upload of all documentation must be completed before 12:00 on 20th October 2025** |
| Procurement Team member | Joel Gartland – Procurement Officer |

1. **INFORMATION TO TENDERERS** 
   1. This Invitation to Tender (ITT) is issued by the Contracting Authority to enable the Tenderer to prepare a tender for the Provision of PSU Overalls (“Tender”) and no other purpose.
   2. The Contracting Authority reserves the right to not enter into an agreement/contract with any Tenderer or at all.
   3. Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their tenders and must satisfy themselves that the requirements of the Contract and these instructions are fully understood.
   4. The Contracting Authority reserves the right to reject any Tender that does not fully comply with these instructions and:  
      1. Is guilty of a material misrepresentation in supplying any information requested in these documents or otherwise in connection with the Tender Process
      2. Commits a breach of any undertakings in its response
      3. if the Tenderer or any of its connected persons (e.g. directors or any other person who has powers of representation, decision or control of the Bidder), associated persons and / or sub-contractors is found to be an excluded or excludable supplier, as defined in section 57 Procurement Act 2023.
      4. if the Bidder (or any holding company of the Bidder) goes into receivership, administration or liquidation (other than on a bona fide restructuring of its business), becomes insolvent or enters into any composition, scheme or arrangement with its creditors or ceases or threatens to cease to carry on its business or does or threatens to do any similar or analogous act in any jurisdiction.
      5. submits what The Contracting Authority consider to be an abnormally low-priced tender (in relation to performing the requirements of the contract) and is unable to satisfactorily demonstrate their ability to perform the contract for the sum tendered.
      6. if the Bidder (or a subcontractor to who the Bidder intends to sub-contract of all or part of the contract) is not a UK or treaty state supplier.
   5. In accordance with the Procurement Act 2023 (the “Act”), The Contracting Authority must exclude any Tenderer from the Tender Process where:  
      1. Improper behaviour (section 30 of the Act) by the Tenderer has taken place, which results in the Bidder having an unfair advantage that cannot otherwise be avoided, e.g.
      2. accessing confidential information,
      3. unduly influencing the decision-making process,
      4. failing to provide information or providing information that is incomplete, inaccurate or misleading
      5. Participation in pre-market engagement has put the Tenderer at an unfair advantage that cannot otherwise be avoided (section 16).
      6. There is a conflict of interest that puts a Tenderer at an unfair advantage that cannot otherwise be avoided, or the Bidder refuses to take steps to avoid it (section 82).
      7. There is evidence of corruption or collusion between Tenderer(s) and Contracting Authority (section 43(2)).
   6. Additional circumstances in which a tenderer may be excluded:
      1. Where the Tenderer or nominated subcontractor is not a UK or treaty state supplier
   7. The Contracting Authority shall not be liable for any costs, fees or expenses (including those of its advisors) incurred by the Tenderer in respect of participation in the Tender Process.
   8. Responses to individual queries will be issued to all Tenderers via the clarification process. Tenderers should note that any queries should be raised no later than the deadline stated for clarifications in the table above.
   9. The information contained in this ITT reflects the Contracting Authority’s current view of the requirements for the tender. However, the Contracting Authority reserves, at its discretion, the right to amend the ITT as may be appropriate from time to time.
   10. Estimated requirements (where indicated) are provided for the Tenderers guidance only and a greater or lesser amount may be required. No warranty is given by the Contracting Authority or its employees as to its completeness, matters of fact or its accuracy.
   11. By submitting a response, Tenderers understand that they are agreeing to abide by all the rules set out within this ITT.
   12. By submitting a Response to Tender, Tenderers are assumed to accept, in full, the Contract terms and conditions and any Special Conditions, and to be fully compliant with all requirements of this Procurement Process. When submitting any Tender, Tenderers may also complete and return the Schedule of Non-Compliance, detailed in Appendix 3 in the ITT Tender Documents, to indicate any areas of non-compliance where they want amendments to be considered. Any material amendments may result in the Bidder’s response being excluded.
   13. Please note that The Contracting Authority will not enter into discussions on any of the Terms and Conditions or requirements for this Tender, outside of this process and is under no obligation to accept any proposed changes. Any failure to return the Schedule of Non-Compliance will be deemed as an acceptance in full of all the Terms and Conditions as detailed above and compliance with all requirements for this Tender.
   14. Bidders are responsible for notifying the contracting authority immediately of any actual, potential or perceived conflict of interest (within the meaning of the Act) they believe to exist between themselves and the contracting authority. More information on Conflicts of Interest can be found in the Cabinet Office’s Policy Guidance – Conflicts of Interest.
   15. In the event of any actual, potential or perceived conflict of interest, the contracting authority shall in its absolute discretion decide on the appropriate course of action. We reserve the right to:  
       1. exclude any Bidder that fails to notify the contracting authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
       2. request further information from any Bidder and require any Bidder to take reasonable steps to mitigate a conflict of interest. This may include requiring any Bidder to enter into a specific conflict of interest agreement with the contracting authority. Failure to do so may result in the Bidder being excluded from participating in, or progressing as part of, the Procurement process
       3. The contracting authority strongly encourages Bidders to raise any concerns as soon as possible using the e-tendering portal, should it have any concerns regarding actual, potential or perceived conflicts of interest.
   16. the Contracting Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a Conflict Assessment has been prepared in accordance with the Act.
2. **SUBMISSION OF TENDERS**
   1. Completed tenders should be returned electronically through the Contracting Authority’s approved e – tendering system, **https://sell2.in-tend.co.uk/blpd/home** to arrive no later than the closing date specified within this tender document.
   2. The completed tender should be uploaded and submitted to the Contracting Authority’s E-Tendering System by no later than **12:00** on **20th October 2025**. The Contracting Authority reserves the right to disqualify any late submissions.
   3. In the event that you are unable to submit your tender through this electronic tender system and require assistance please contact the Procurement Lead detailed in paragraph 3.2, Tenderers **must inform** the Contracting Authority at the earliest opportunity of any issues. This must be done **before the tender return deadline**. The Contracting Authority, may at its discretion, accept submissions via email in instances where the supplier is unable to upload onto the portal only, providing adequate advance notice has been provided and the email submissions are received before the deadline.
   4. For the avoidance of doubt, submissions made by any other method will not be accepted. Failure to submit all completed documents by the Deadline for ITT submissions through the e-tendering portal may result in the submission being rejected.
   5. Tenders will only be considered submitted when the Tenderer has pressed the ‘submit return’ button. We recommend keeping a copy of the Return Receipt as evidence of submission.
   6. Once the Deadline for ITT submissions has passed, the portal will automatically lock ensuring no late submission can be made and Tenderers will not be able to modify any documents submitted or submit any further documentation.
   7. Where any information supplied as part of the tender becomes inaccurate or significantly changes before or after the submission of this ITT the Tenderer must notify The Contracting Authority as soon as possible, together with a full explanation of the changes and reasons for the changes. The Contracting Authority may decide that the Tenderer should not participate further in this Procurement Exercise as a result of any such change in information.
   8. Tenderers must complete and submit all tender information in the format that it has been supplied (such as Word, PDF and Excel) without changing, locking or restructuring any of the questions or pricing schedule. Tenderers should note that recreating these questions in their corporate format could result in an error or omission, which may result in elimination from the process due to an incomplete Tender.
   9. Unless specifically requested, links or references to websites must not be provided as an answer in response to any question.
   10. Please note that additional documentation should not be submitted unless specifically requested and this includes marketing material or brochures. Such unrequested documents will be disregarded. Where any specific documentation is required, it will be clearly stated within this document. Where you are required to include additional documentation to support an answer this should be clearly referenced in your response. Failure to reference additional documentation clearly may result in the information being disregarded.
3. **CENTRAL DIGIAL PLATFORM**
   1. Tenderers must ensure they are registered on the CDP and all information is complete and up to date. Failure to provide Supplier Information via the CDP will result in the tender submission being non-compliant and being excluded.
   2. Tenderers must submit details of:  
      1. Its Connected Persons (e.g. directors or any other person who has powers of representation, decision or control of the Bidder).
      2. Any Associated Person(s) (consortium member(s) or sub-contractor(s) the supplier is relying on to satisfy one or more conditions of participation), and / or
      3. Any Sub-contractor(s) it intends to use to deliver the contract, and the supplies or services that each will provide. Sub-contractors are suppliers within your supply chain responsible for delivering one or more elements of the contract. For example: Raw materials (e.g. workwear), cloud-hosting service provision (IT contracts), etc.
   3. The Contracting Authority reserves the right to clarify the roles of sub-contractors with the Tenderer, and if deemed necessary, request that a Tenderer provides exclusion information on a sub-contractor if they have not already done so.
   4. Northumbria Police unique identifier for sharing information is: **PCZY-7834-QRMM**
4. **SIGNATURES**
   1. Where a section of this document requires a signature and the tender is being completed and returned online, Tenderers may either insert a scanned image of the signature or type the name of the person who would sign if this were a paper document.
   2. The Tenderer must ensure that whom signs any documents on their behalf throughout this process has the correct capacity within the organisation to sign on its behalf.
5. **EVALUATION OF SUBMISSIONS**
   1. The Contracting Authority has a legal obligation to outline how your submission will be evaluated. This section clearly outlines the evaluation criteria for the **Supplier Information – Central Digital Platform, Conditions of Participation, Quality (including Gateway Criteria) and Price** elements linked to this procurement process, plus the stages in which this tender will be evaluated.
   2. All submissions which pass the minimum stated criteria will proceed onto the next stage within the evaluation process, any submissions which do not meet the minimum specified requirements may not be taken forward to the next stage, this is at the discretion of The Contracting Authority.
   3. **Step 1: Supplier Information – Central Digital Platform**The evaluation panel will assess the Tenderers Supplier Information from the Central Digital Platform. The Tenderer must have provided this information as part of their submission. This information will be assessed for completeness and compliance as stipulated by the Procurement Act 2023.
   4. This will include a review of:
      1. Basic Supplier Information
      2. Exclusion grounds (mandatory & Discretionary)
      3. Economic & Financial Standing information (as set out Tenderers in most recent accounts)
      4. Connected and Associated persons
      5. Debarment List
   5. If a mandatory exclusion ground applies to a Tenderer or connected person this will result in a failed assessment, and the bid will be deemed non-compliant and disregarded. No further assessment of this bid will be undertaken.
   6. If a Tenderer wishes to declare that an exclusion ground applies they must provide the following details:
      1. Which exclusion ground applies
      2. Whether it applies to the Tenderer or an associated or connected person
      3. A copy of the recorded decision I.e. conviction event
      4. Any relevant self-cleansing evidence (at the satisfaction of the Contacting Authority)
   7. If a Discretionary Exclusion ground applies, the Contracting Authority will evaluate the self-cleansing statement, other evidence submitted and mitigations provided before making an informed decision on whether or not to exclude the Tenderer. The decision is at the discretion of the Contracting Authority.
   8. The contracting authority is entitled to exclude a Tender in the event that a Tenderer is found guilty of serious misrepresentation in providing any information referred to within regulation 57 (8) of the Procurement Act 2023 and/or fail to provide any such information requested by the authority.
   9. **Step 2: Associated Persons & Subcontractors – PSQ Part 2**
   10. Where the Tenderer has indicated that it intends to rely on one or more associated person to deliver the contract, the evaluation panel will assess:
       1. The information submitted for each associated person, shared from the Central Digital Platform
       2. Completed Part 2A of the Tenderers responses to the PSQ.
   11. This information will be assessed for completeness and compliance with what is required under the Act and Regulations. Failure to include this information as part of the submission will result in the response being non-compliant and no further assessment will be undertaken.
   12. Associated Person(s) will then be checked against the debarment list and assessed against the mandatory and discretionary grounds for exclusion, following the same assessment processes as described above.
   13. Should an Associated Person appear on the debarment list, and / or be subject to one or more exclusion grounds, the Tenderer shall be notified and given 10 working days to replace the Associated Person in question. Failure to do so will deem your submission to be non-compliant and no further assessment will be undertaken.
   14. Where the Tenderer has indicated that it intends to use one or more Subcontractors, the evaluation panel will assess:
       1. Completed Part 2B of the Bidder’s response to the PSQ, for completeness and compliance.
       2. Supplier Information about exclusions, shared from the Central Digital Platform in accordance with the above instructions
   15. Failure to include this information as part of the submission will result in the response being non-compliant and no further assessment will be undertaken.
   16. Subcontractors will then be checked against the debarment list and assessed against the mandatory and discretionary grounds for exclusion, following the same assessment processes described in sections 8.4 and 8.5 above.
   17. Should a Subcontractor appear on the debarment list and / or be subject to one or more exclusion grounds, the Tenderer shall be notified and given 10 working days to replace the Subcontractor in question. Failure to do so will deem your submission to be non-compliant and no further assessment will be undertaken.
   18. **Step 3: Conditions of Participation – PSQ Part 3A**
   19. Part 3 will be assessed as detailed in Part 3 of the PSQ. This will take into account the Tenderers legal and financial capacity and technical ability to perform the contract, as per section 22 of the Procurement Act.
   20. Conditions of Participation will be assessed against the below criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **Question Number** | **Question** | **Scoring** | **Requirements** |
| 13.1 | **Financial Capacity**  Documentary evidence to demonstrate financial capacity should have been submitted via the CDP. This must include either detailed audited accounts or other means of demonstrating financial status. | Pass / Fail | Demonstrated financial status via CDP.  This may be detailed audited accounts or other means of demonstrating financial status. |
| 13.2 | **Financial Capacity** For any other person or entity on whom you are relying to meet the conditions of participation relating to financial capacity - a copy of their detailed accounts for the last two years (audited if required by law), or alternative means of demonstrating financial capacity if relevant. | Pass / Fail | Demonstrated financial status via CDP.  This may be detailed audited accounts or other means of demonstrating financial status. |
| 13.3 | **Financial Capacity** Minimum level of financial capacity | Pass / Fail | **Minimum financial threshold for the annual value of the Contract Period**: £150K  Your annual turnover, as calculated against the latest year’s accounts submitted, should be a minimum of twice the estimated annual contract value. |
| 14. | **Guarantor Details**  Are you relying on another supplier to act as guarantor?  If so, please provide their name and evidence of their economic and financial standing. | Pass / Fail / N/A | Demonstrated financial status via CDP.  This may be detailed audited accounts or other means of demonstrating financial status.  Guarantor is required to meet the minimum financial threshold detailed above. |
| 15. | **Insurance** Confirmation of required levels of insurance, prior to contract start date. | Pass / Fail | Confirmation that required insurance levels would be in place and certificates provided prior to the contract start date. Failure to confirm insurance will be in place prior to contract start date will result in a fail. |
| 16.1 | **Legal Capacity**  Confirm that you meet any and all legal requirements for delivering this contract, and that in delivering this contract you will comply with all relevant UK law. | Pass / Fail | Confirmation that all legal requirements for the delivery of the contract will be met. |
| 16.2 | Confirm whether you have provided Qualifications and / or Trade Assurances as part of your core supplier information on the CDP (where relevant). | **<Not applicable>** | Confirmation all relevant qualifications / trade assurances applicable to this contract are held/met. |
| 17. | **UK General Data Protection Regulation** Confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects. | Pass / Fail | Confirmation the necessary resource and measures in place to ensure compliance with UK GDPR. |
| 18. | **Relevant experience and contract examples.** Provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors. If you cannot provide at least two examples of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability. | Pass / Fail | Pass: Response provided includes examples of 3 contracts which are relevant to the authority’s requirements. OR  A suitable explanation to why the organisation is unable to provide at least 2 examples of a relevant contract and offered details of the experience held within the organisation via the personnel it employs.  Fail: Response provided does not included examples of 3 contracts which are relevant to the authority’s requirements. OR  Failure to provide a suitable explanation to why the organisation is unable to provide at least 2 examples of a relevant contract and has not offered details of the experience held within the organisation via the personnel it employs.  Please note: Force reserves the right to take up the references named, and further inspection of current contracts may also be made to resolve any questions about technical efficiency, quality, service levels and reliability.  <N/A> |
| 19. | **Experience of sub-contractor management**  Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement or any others used previously).  The description should include the procedures you use to ensure performance of the contract. | **<Not applicable>** | Response demonstrates suitable management experience and procedures in place to manage sub-contractors. |
| 20. | **Organisational Standards**  Where conditions of participation have specified organisational qualifications or standards, please provide details of how these are met, or other equivalent standards that equal or exceed what has been requested | **<Not applicable>** | Response demonstrates qualifications / standards or alternatives meet the standards required. |
| 21. | **Health & Safety** Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant). | Pass / Fail | Response details management and control of H&S risks relevant to this contact. |
| 22.1 | **Quality Assurance**  Quality Assurance Policy | For information |  |
| 22.2 | **Quality Assurance**  Do you hold any external quality accreditation system (ISO 9001 / 9002 or equivalent) | For information |  |
| 23.1 – 23.5 | **Equality and Diversity**  23.1: Unlawful discrimination  23.3: Equality and Human Rights Commission | Pass / Fail | Yes / No response required.  Where ‘Yes’ response provided, bidders are required to provide satisfactory information regarding investigation details, the outcome and measures taken to prevent reoccurrence. |
| 24. | **Bribery Act 2010**  Confirmation a suitable bribery policing is in place in accordance with the bribery Act 2010. | For information | Confirmation a suitable bribery policing is in place in accordance with the bribery Act 2010.  OR  Details of a suitable internal system is in place to prevent acts of bribery. |

* 1. **Step 4: Gateway Criteria**
  2. Gateway criteria are part of an initial assessment and are marked on a Pass/Fail basis. A Pass indicates you stated you are able to comply with all the requirements, a fail indicates you have stated you are unable to meet the requirement.
  3. Please note that evidence of your ability to meet the stated Gateway criteria will be required and Bidders must ensure they can meet the requirements before responding to the opportunity.
  4. **Step 5: Response to ITT Quality Criteria**
  5. All Tenderers which have successfully satisfied all elements of steps 1 – 4 will proceed to the ITT quality criteria evaluation.
  6. Tender submissions will be evaluated as per the process outlined and scoring methodology detailed in section 10.
  7. **Step 6: Pricing Evaluation**
  8. Price will be evaluated on the overall cost submitted in the pricing schedule document. Tenders will be assessed based on Most Advantageous Tender (MAT).
  9. Scoring methodology for the pricing evaluation is detailed in section 10.
  10. **Step 7: Highest Scoring Bidder**
  11. At this Step, the Highest Scoring Bidder(s) will be required to submit any supporting evidence to verify any self-certification responses provided, within 5 working days of the initial request.
  12. Failure by a Highest Scoring Bidder(s), to demonstrate, and where required corroborate via documentation compliance with the requirements set out in Steps 1-6 above will result in exclusion from award. The contracting authority reserves the right to invite the next highest-ranking Tenderer, who can demonstrate compliance with the requirements.

1. **CONTRACT AWARD** 
   1. Following assessment of the submitted tenders, and prior to publishing the Contract Award Notice (section 50), all Tenderers who submitted an assessed tender will be provided with an assessment summary. This will include details of your score and the winning Bidder’s score along with the justification for the scores awarded against the award criteria for the final decision.
   2. All Tenderers will receive the assessment summaries and notification of the Contracting Authorities intention to award the contract at the same time, via the e-tendering portal.
   3. The Contracting Authority will complete the Contract Award Notice on the Central Digital Platform, which will initiate the 8-working-day standstill period. No contracts will be entered into until the standstill period is completed.
2. **RESPONSE TO ITT QUALITY QUESTIONS AND PRICING EVALUATION** 
   1. The below details the various stages and methodology in which the Gateway Criteria, ITT Quality Questions and Pricing will be evaluated.
   2. The award of this tender will be to the Most Advantages Tenderer (MAT) taking into consideration the following award criteria:  
        
      Quality: 70%  
        
      Price: 30%
   3. **Quality evaluation and methodology**
   4. The quality aspect of this evaluation will be broken down into the following sub-criteria and carry the stated sub weightings:
   5. **Gateway Criteria:**

|  |  |  |
| --- | --- | --- |
| **Gateway Criteria** | **Gateway Criteria** | **Score** |
| 1. | Supplier must evidence compliance with Overalls conforming to BS 7971-10:2014 & EN ISO 11612:2015 standards. | Pass / Fail |
|  |  |  |

Tenderers must pass all Gateway Criteria to qualify for Quality Criteria evaluation.

* 1. **Quality Criteria:**

|  |  |  |
| --- | --- | --- |
| **Quality Question** | **Quality Criteria** | **Weighting (%)** |
| 1. | **Scope of Requirements** | 40 % |
| 2. | **Contract Management** | 10 % |
| 3. | **Product Care Guidelines** | 10 % |
| 4. | **Social Value** | 10 % |
|  |  |  |
|  | Total Quality Weighting | 70% |

* 1. Tenders will be assessed in line with the following methodology:

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Score** | **Interpretation** |
| Excellent | 5 | A response that fully meets the requirement which is detailed, relevant, descriptive and clearly evidenced. Demonstrating comprehensively the ability, understanding, skills, resource and quality measures required. The response clearly explains how outcomes will be achieved that are relevant to the requirement. |
| Good | 4 | A response that meets the requirement and demonstrates the ability, understanding, skills, resource and quality measures required and is evidenced and relevant. |
| Acceptable | 3 | A response that meets the requirement. However, the ability, understanding, skills, resource and quality measures required are not fully evidenced, detailed and relevant. |
| Minor  Reservations | 2 | A response with minor gaps but satisfying a reasonable proportion of the requirement. Minor reservations of the Bidder’s relevant ability, understanding, skills, resource and quality measures required to provide the supplies / services, with some clarification required to support the response. |
| Major Reservations | 1 | A response with major reservations that only satisfies a small part of the requirement. Considerable reservations of the Bidder’s relevant ability, understanding, skills, resource and quality measures required to provide the supplies / services, with little evidence to support the response. |
| Unacceptable | 0 | Does not meet the requirement. Does not comply and/or irrelevant information provided to demonstrate that the Bidder has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with no evidence to support response. |

* 1. Responses to the questions will be scored in line with the matrix above by the evaluation panel independently and then a consensus score will be agreed. In circumstances where a single score cannot be agreed by the evaluation panel for a particular question, scores shall then be averaged to give an overall score for that question. The process of averaging will only be used as a last resort and the panel will be encouraged to reach a consensus score.
  2. The score which is given will be divided by the highest score possible and multiplied by the weighting.  
       
     **Example**Question 1 has a weighting of 20%, the maximum score available is 5 and Tenderer A achieves a score of 4.  
       
     Tendered A will achieve a score of 16% based on the following calculation:  
       
     (Achieved Score (4) / Maximum Score (5)) x Weighting (20) = Total Score (16%)
  3. This process will be repeated for each of the quality questions, the weighted score of each question will be added together to give the Tenderer an overall percentage score for the quality section.
  4. Tenderers are required to achieve a minimum quality score of 35% to proceed to the pricing evaluation.
  5. **Pricing evaluation and methodology**
  6. The lowest bona fide tender price will receive the maximum weighting for price, the other bids prices will then be scored on a pro-rata basis.
  7. Tenderers are asked to note that the cumulative figure of all costing elements detailed in the pricing schedule will be used for evaluation purposes.

**Example**Price has an overall weighting of 50%**,** Tenderer A submits the lowest price of £30,000 and is awarded 50%.

Tenderer B submits a price of £60,000 and is awarded a weighted score of 25% based on the following calculation:

(Lowest Price Submitted (30,000) / Your Price (60,000) x Weighting (50) = Total Score (25%)

* 1. **Tie Break Situation**
  2. If two or more Tenderers finish equal first, the tie will be broken in the following order:
* The Tenderer with the lowest price will win the tie;
* If the tie cannot be broken according to price, it will be broken by the Tenderer which received the highest marks for the following questions, to be taken in order or priority until the tie is broken:

|  |  |
| --- | --- |
| **Order of Priority** | **Question** |
|  | Question 1 – Scope of Requirements |
|  | Question 2 – Contract Management |

* 1. **Overall Score**
  2. As previously stated this tender will be awarded on the Most Advantageous Tender **(MAT)** basis, therefore organisations who have
* Passed all elements of the Supplier Information – Central Digital Platform
* Passed all elements of the Associated & Subcontractors
* Passed all elements of the Conditions of Participation
* Passed all elements of the gateway criteria
* Have met the minimum quality score stated in section 10.11
* And achieved the highest overall score from the Quality / Price evaluation will be deemed the MAT Tenderer.

1. **TENDER CLARIFICATIONS**
   1. The Contracting Authority, may at its discretion, seek (or choose not to seek) clarification of any information contained in tender submissions from Tenderers during the evaluation period.
   2. It is the responsibility of the Tenderers, from which clarification are sought, to provide the requested information within the time specified by the Contracting Authority when the request for clarification is made. If a Tenderer does not supply the requested information within the time specified, the Contracting Authority may;

* Disqualify the Tenderers tender (for example, where it relates to a ‘pass-fail’ question, or other information essential to the integrity of the overall tender is omitted); or
* Otherwise disadvantage it (e.g. award a lower score).   
  1. Post Tender clarification will be via the Contracting Authority’s E-Tendering System. Tenderers must therefore ensure that they have access to and monitor the system during the tender evaluation period.
  2. A decision by the Contracting Authority not to seek clarification from a Tenderer on a particular matter in its tender should not been inferred by that Tenderer that the Contracting Authority is satisfied with the tender.

1. **INFORMATION REQUIRED FROM TENDERER**

Tenderers must supply the following information and documents as part of their tender. The Contracting Authority reserves the right to disqualify any tender which does not include the information listed below.

The Tenderers biding must complete the **required sections of this document** making sure the following information is included:

|  |  |  |
| --- | --- | --- |
| **Document** | **Document** | **Completed** |
| Supplier Information – Central Digital Platform | CDP |  |
| Associated Persons & Subcontractor Information | PSQ – Appendix 1 |  |
| Conditions of Participation | PSQ – Appendix 1 |  |
| Contract Management Details | ITT – Schedule 2 |  |
| Gateway Criteria | ITT – Schedule 3 |  |
| Response to Quality Questions | ITT – Schedule 3 |  |
| Completed Pricing Schedule | Appendix 2 |  |
| Schedule of Non-Compliance | Appendix 3 |  |
| Form of Tender | ITT – Schedule 7 |  |
| Certificate of Non-Collusion and Canvassing | ITT – Schedule 8 |  |
| Self-Declaration | ITT – Schedule 9 |  |

**SCHEDULE 1**

**SPECIFICATION**

**Introduction and background to the requirements**

Northumbria Police’s PSU (Police Support Unit) section is seeking the purchase of new Fire-Retardant Overalls as part of their full operational kit requirements.

The Force is intending on entering a 3-year contract with the successful supplier and this contract will be subject to an optional extension of 1x12 months. The maximum contract term will be 48 months.

**Specification of PSU Overalls**

* **Material**: The overalls must be made of durable, flame-resistant materials to protect against fire hazards.
* **Under/Over PPE Guards**: Supplier must specify if PPE guards can be worn over or under the overall. Options required for both.
* **Two-piece system**: Northumbria Police Officers have stated a preference for the two-piece system of overall. Upper section and bottom section separate, but joinable, allowing for ease of equipping/unequipping the overall when required.
* **Double**-**layer / Single-layer protection:** The Force will acceptoveralls with either double-layer or single-layer fire retardant protection. Please provide pricing for your options using the pricing schedule provided.
* **Chemical Resistance**: The material of the overall should be resistant to oils, acids, and other chemicals.
* **Comfort and Fit**: Despite the protective features, the overalls should be comfortable for long periods of wear and provide excellent mobility.
* **Weather Resistance**: The overalls should be resistant to various weather conditions, including rain and heat.
* **POLICE Identifiers**: POLICE wording on both front and rear of the overall. Also, a clear identifier panel located on the outside upper arm and on the rear back section of the overall to allow identification of officers to be inserted. These requirements must be met whilst still ensuring the fire retardancy properties of the product. ***Please refer to the images provided in this tender pack for examples*.**
* **Visibility**: Reflective elements can enhance visibility in low-light conditions. Options to be provided by the supplier to show how increased visibility can be achieved.

*\*Please note – this is a preferred option, and suppliers will not be marked down or excluded from the process if unable to meet this Visibility criteria\**

* **Loops**: Chest positioned loops on both sides of the overall to support body-worn video
* **Practical Bathroom Functionality**: Desirable, but not mandatory, to have the overalls designed in a way which will allow for ease of bathroom use. For example, a fire-retardant zipped panel section.
* **Conform to standards**: The overalls must conform to BS 7971-10:2014 & EN ISO 11612:2015 for protective clothing in violent situations.
* **Pockets and Attachments**: Multiple pockets and attachment points for carrying essential equipment are important for functionality. The overalls must have pockets for protective head over and personal belongings such as keys, paperwork/documentation, mobile phone etc. These items should be inside the overall to ensure protection from fire/heat/chemicals. Pockets should be accessible and secure. Pockets proportional to the size of the overall.

***Please see images of example Pocket and Badges Locations within Tender Pack***

* **Options for varying sizes**: Different sizes must be available for both male and female fittings

Suppliers are requested to provide evidence that their Overalls meet all Home Office legislation and comply with the stated International Organisation for Standardisation (ISOs).

Additionally, due to recent changes in regulations around the chemical treatment of PSU Overalls, suppliers must be able to provide evidence that their recommended number of wash cycles for the overalls meet the Home Office required standard.

Suppliers are also responsible for maintaining their overall specification in line with any future changes in regulation/legislation at no additional cost to Northumbria Police throughout the contract duration.

**The Requirements**

Required quantities are based on an internal forecast of TL2 initial courses and refresher courses, as well as PSU Officer’s in The Force that have been identified to be using overalls that are close to their date of expiry.

**Required Quantities**:

Total approximate number of PSU Overalls required for Initials & Refresher Courses: **620**

It has also been identified that **473** PSU Officers’ overalls are due to expire by 2028, therefore replacement overalls will be required. A yearly breakdown of these numbers highlighted below:

2025 – 183 PSU Overalls

2026 – 126 PSU Overalls

2027 – 85 PSU Overalls

2028 – 79 PSU Overalls

Total number of PSU Overalls required for replacement: **473**

**Total accumulative number of PSU Overalls required: 1093**

*Please note, these are indicative quantities and volumes are subject to potential change throughout the duration of contract.*

**Samples Request**

The Force is requesting each supplier to provide 3x samples of their PSU Overalls, which will be used in support of their written quality question submission.

Sizes required:

**1x XL Long**

**1x Large Reg**

**1x Medium Reg**

Please note, these samples will be trialled in an operational environment, and therefore may be exposed to petrol, fire, fumes etc. This will not be scored as part of the evaluation process but instead used to assess the suitability of the product. Any product that proves to be unsatisfactory and unable to meet the specification requirements will be deemed unsuitable.

The Force is requesting delivery of the Overall samples to the below Stores Unit address in line with the supplier’s tender submission. Therefore, the deadline for sample delivery is 19th September 2025.

**Delivery of orders**

Unless stated otherwise, all orders are to be delivered to the following address:

**Stores Unit**

**Northumbria Police**

**Unit 3**

**Stonehills**

**Shields Road**

**Pelaw**

**Tyne & Wear**

**NE10 0HW**

*Please deliver the requested 3 overall samples to the Stores Unit address to, marked for the attention of Joel Gartland.*

**Lead times of orders**

The Force expects a delivery lead time of no longer than 16 weeks from the date of purchase order. Supplier lead times will be monitored and any failures to adhere to stated lead times will be discussed during supplier performance meetings.

**SCHEDULE 2**

**CONTRACT MANAGEMENT**

**1. Contract Managers**

1.1 For this contract on behalf of the Contracting Authority the stated Contract Managers are stated below:

|  |
| --- |
| **The Contracting Authority** |
| Name: Joel Gartland  Position: Procurement Officer  E-mail: Joel.Gartland@northumbria.police.uk |

|  |
| --- |
| **The Contractor** |
| Name:  Position:  E-mail:  Phone No: |

**2. Schedule of Contract Management Meetings**

2.1 The Contractor will be expected to attend regular Contract Management Meetings regarding the performance of this Contract.

2.2 The Contractor must appoint a Contract manager and inform the Contracting Authority of their contact details. The Contract manager must be consistent throughout the Contract. It is expected that the Contractor make key members of staff available for these meetings. If at any time during the provision of this service there are serious operational issues effecting the provision of the service, it is essential that the Contract Manager is able to meet within 24 hours of the Contracting Authority requesting a meeting.

2.3 The Contracting Authority will hold Contract Management meetings with Contractor on a quarterly basis for the first 12-months months after go-live. Contract Management meetings will then be held every 6 months; however the Contracting Authority reserves the right to change the frequency of the meetings if desired. The Contracting Authority’s also supports the use of technology to conduct these meetings.

2.4 During the Implementation meetings are expected to align to the Project Governance structure which both parties will adhere to.

1. **Performance Indicators**

|  |  |
| --- | --- |
| Performance Indicator | Expected Target |
| Products delivered meeting specified requirements | **100%** of all orders |
| Stated lead-times of orders to be adhered to | **95%** of all orders |
|  |  |
|  |  |

1. **Management Information**
2. **Products delivered meeting specified requirements**

All products must be delivered defect free, meeting the specified requirements to ensure they are fit for purpose and avoid any health and safety incidents.

Any product delivered noted to contain a defect will be returned to the supplier and the replacement product will be issued immediately.

Ability to meet this KPI will be assessed by measuring the number of products delivered defect free against the number of products delivered considered to not meet the specification.

1. **Stated lead-times of orders adhered to**

All orders should be delivered in line with the supplier’s stated lead times at the point of order.

Ability to meet this KPI will be assessed by calculating the number of deliveries made in line with the estimated delivery dates along side the deliveries that deviate away from the estimated delivery date.

**Example** calculation of % percentage:

Orders completed: **20**

Orders that deviated away from estimate lead-times: **1**

Orders delivered in line with estimated lead-times (difference to original value): **19**

**19 ÷ 20 x 100** **=** **95%** - this is the percentage of orders delivered in line with estimated lead-times.

**SCHEDULE 3**

**RESPONSE to ITT**

In this schedule organisations are to enter their responses to the quality questions asked in section 10 of the Invitation to Tender document. These questions have been detailed in the table below.

**Gateway Criteria**

|  |  |  |  |
| --- | --- | --- | --- |
| **Gateway Criteria** | **Gateway Criteria** | **Please confirm you meet the criteria  (Yes / No)** | **Supporting information** |
| 1. | Supplier must evidence compliance with Overalls conforming to  BS 7971-10:2014 & EN ISO 11612:2015 standards. |  | Supplier must provide evidence, whether that be conformance certificates, images of tags on their overalls, or any other clear documentation to prove overalls conform to the standards requested. |
|  |  |  |  |

**Quality Criteria**

|  |
| --- |
| **Question 1 – Scope of Requirements**  Bidders are to provide detail on how they will meet our specification requirements, including being able to provide our full range of requirements in line with our operational needs and adhering to company purchase order delivery lead times.  Supporting documentation such as certifications, product specification documents etc. can be attached in the supplier response to this question.  **This question carries a weighting of 40%** |
| **Supplier Response:** |
| **Question 2 – Contract Management**  Bidders are to provide detail on their approach to contract management, providing names of individuals responsible for managing this contract, their previous experience, and the process used for reporting any issues.  The Force is requesting details on the supplier’s process and contact for expediting any urgent orders. The supplier is expected to provide a main contract manager, along with a named delegated contract manager in the event that the main contact is not available. The supplier must provide company opening hours and stated times for reporting issues.  **This question carries a weighting of 10%** |
| **Supplier Response:** |
| **Question 3 – Product Care Guidelines**  Bidders are to provide details on the recommended care guidelines for their Overalls. Answers should include information regarding the number of wash cycles, chemical treatment and the life expectancy of the chemicals used, warranty period, storage guidelines, and care after use.  **This question carries a weighting of 10%** |
| **Supplier Response:** |
| **Question 4.1 – Social Value - Environmental**  Please provide a copy of your environmental policy and evidence of any environmental accreditations that your company holds, e.g. ISO 14001.  Please provide details of any steps/initiatives you have adopted to make your organisation more sustainable and to reduce your impact on the environment, e.g., disposal of expired products. **This question carries a weighting of 4%** |
| **Supplier Response:** |
| **Question 4.2 – Social Value – Equality & Diversity**  What action has your organisation taken to meet the requirements of the Equality Act 2010?  What Equality and Diversity training, if any, do you offer your staff and supply chain? Please give details.  **This question carries a weighting of 3%** |
| **Supplier Response:** |
| **Question 4.3 – Social Value – Modern Slavery**  What is your methodology for ensuring you comply with the principals of Modern Slavery within your full supply chain, including but not limited to checking for sequential bank account numbers, multiple people living at the same address etc.  What type of training do you provide to staff on the issue of modern slavery within supply chains, how frequently is this training provided, and who is eligible for this training ?  **This question carries a weighting of 3%** |
| **Supplier Response:** |

**SCHEDULE 4**

**PRICING SCHEDULE**

**General**

Tenderers must provide a fully completed Pricing Schedule Tender, please refer to Appendix 2. The Tender price should remain valid for a minimum period of **120 days** from the submission deadline date.

Tenderers must price on the basis that that you are making an offer on the terms of the Contract (including the service requirements) as supplied in this ITT. Tenders pricing must remain valid for **120** **days** following tender submission.

Prices must be fixed for the initial 3 years of contract term. Tenderers who do not comply with this condition will not be considered.

In terms of price increases / decreases following the expiry of the minimum fixed period the following indices apply to this Contract. In apply for price increases the Contractor must follow the process within the Terms and Conditions

* CPI

All prices must be stated in pounds sterling and exclusive of VAT.

If a Tenderer’s Pricing Schedule contains omissions, the Contracting Authority reserves the right (at its discretion) to disqualify the entire tender or to seek further clarification regarding the omission. In practice, if there are significant omissions the Contracting Authority is likely to exercise its discretion to disqualify the entire tender.

The Contracting Authority may (subject to compliance with the Procurement Act 2023, particularly Section 19) disregard a Tender, if in the reasonable opinion of the Contracting Authority, the offer made by a Tenderer is abnormally low.

**Review of Prices**

The Contracting Authority reserve the right to periodically benchmark the products or services included in the Contract against other similar contracts or other individual products or services available within the market. In the event that the benchmarking exercise highlights, that the Contracting Authority could procure the same goods or services for less, the incumbent Contractor will be given the opportunity to review and revise their pricing accordingly.

**Invoicing**

The Force is operating on a ‘No Purchase Order, No Pay’ system and will only accept an invoice per Purchase Order, we are unable to accept invoices with more than one Purchase Order number applied.

The Contractor must with each invoice detail within the invoice or submit an accompanying file that outlines the detailed information of the goods/service purchased, unit costs, and the frequency of the goods or services provided.

The Contractors invoice / accompanying file must clearly document the Net, VAT and Gross figures, VAT Codes, Payment Method, Invoice date and Invoice / Order number.

The Contractor is also required to send signed Proof of Delivery Notes or any other document which proofs that goods and or services have been received or completed attached to the invoice.

All Invoices & Proof of Delivery paperwork must be sent to the following e-mail address [invoicing@northumbria.police.uk](mailto:invoicing@northumbria.police.uk)

Please note if the invoice does not include all of the requested information detailed above or is not sent to the e-mail address above, payment will be delayed.

If an Invoice query is not resolved within 90 working days, the Customer will regard the Contractors invoice as null and void. The Contractor will then be required to submit a new correct invoice to receive payment.

**Payment**

Payment for the Goods and/or Services provided as part of this Contract will be made 30 days in arrears subject to The Force receiving an official invoice. Northumbria Police have implemented an invoice capture solution (Proactis) which will enhance our supplier payment process. All information provided on the invoice must relate to the information provided by the Contractor in this Schedule and must meet the criteria set out below:

1. Your invoice/credit is e-mailed in PDF or Word format; 1 PDF/Word Document to 1 invoice/credit, with each invoice/credit issued as a separate PDF/Word file for each Purchase Order provided.
2. Supporting documents need to be incorporated into the same PDF/Word File as the invoice/credit and not sent separately within the e-mail submission, as each file is treated as a new document.
3. The PDF/Word File must not have security applied and should be attached to the original email, not embedded as part of a forwarded email.
4. The PDF/Word document must not have Invalid characters (\ / : \* ? < > |) in the filename as these will result in the document not being imported for processing.
5. Each attachment to your e-mail is uniquely named.
6. Your invoice/credit is electronically typed and is not handwritten.
7. Where possible, PDF images should be originally generated by the system rather than scanned images saved via a multi-function device.
8. It is recommended that PDF images are of a minimum resolution of 300dpi.
9. It is also recommended that the PDF/Word file sizes be kept as low as possible; typically, less than 150KB.

Suppliers must only send Invoices and Credits to the following email address: -[invoicing@northumbria.police.uk](mailto:invoicing@northumbria.police.uk).

*Note: this* [*invoicing@northumbria.police.uk*](mailto:invoicing@northumbria.police.uk)*. dedicated inbox will not be monitored; therefore, supplier queries will not be dealt with from this mailbox.*

Invoicing documentation other than invoice/credit related PDF/Word files (e.g. T&C’s, statements, queries) should be sent to [exchequer.services@northumbria.police.uk](mailto:exchequer.services@northumbria.police.uk). Documents such as JPEG’s or Excel do not constitute a valid invoice/credit therefore will not be processed.

All queries from Northumbria Police, Payments Team relating to supplier invoice/credits, will be communicated via the Proactis invoice capture portal, therefore it is essential that the supplier’s organisation accept emails from: [noreply@proactis.com](mailto:noreply@proactis.com)

Appointed suppliers will be asked to send an email to: [exchequer.services@northumbria.police.uk](mailto:exchequer.services@northumbria.police.uk) to confirm email addresses for:

1. Purchase Orders (and related queries).
2. Invoice/Credit queries AND
3. Remittances

**SCHEDULE 5**

**TERMS and CONDITIONS**

**1. INTERPRETATION**

1.1 Definitions. In these Conditions, the following definitions apply:

**“Acceptance”** means that an Authorised Person has accepted that the Services as meeting the requirements of the Contract.

**“Acceptance Date”** means the date on which the Authorised Person has accepted the Services in accordance with clause 5.2.

**“Affected Person”** means the Party seeking to claim relief in respect of a Force Majeure Event.

**“Auditor”** means:

a) the Authority’s internal and external auditors;

b) the Authority’s statutory or regulatory auditors;

c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office

d) HM Treasury or the Cabinet Office

e) any party formally appointed by the Authority to carry out audit or similar review functions; and

successors or assigns of any of the above;

**“Authorised”** means signed by an Authorised Person.

**“Authorised Person”** means the Authority’s employee or the Chief Constable’s employee or a police officer if applicable authorised either generally or specifically by the Authority to enter into the Contract and act on behalf of the Authority in relation to the Contract.

**“Authority”** means the contracting Authority referred to in the Contract or any successor organisation responsible for the tendering, award and overall management (including the issue of any variations and modifications to Contract) of the Contract on behalf of that contracting Authority and where that Authority is a PCC then it is entering into this Contract on behalf of itself and the Chief Constable and all the Conditions will apply to both legal entities.

**“Benchmarker”** means the person appointed by the Authority to conduct the Benchmark Review.

**“Benchmark Report”** means the report prepared by the Benchmarker following the Benchmark Review.

**“Benchmark Review”** means the process of comparing the Services against other provision as set out in the Specification or as subsequently agreed between the Parties.

**“Business Continuity Event”** means any incident or event that causes (or is likely to cause) an adverse effect on the performance and delivery of the Services or any material interruption, destruction or other loss of operational system capacity, which is material in nature and cannot be managed within the context of normal operating procedures.

**“Business Day”** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**“CDM Regulations”** means the Construction (Design and Management) Regulations 2015.

**“CEDR”** means the Centre for Effective Dispute Resolution

**Chief Constable”** means the Chief Constable of the same relevant policing area as the Authority.

**“Commencement Date”** means the start date from which the Contract takes effect in accordance with the Contract.

**“Conditions”** means the terms and conditions (including any attached schedules) set out in the Contract and this document from time to time.

**“Confidential Information”** means any and all:

(a) information whether technical, operational commercial, financial or otherwise (including without limitation data, know how, formulae, processes, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, finances, programmes, records, business plans, consumer research, analysis or experience) of whatever nature and whether disclosed orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or other means (including on electromagnetic or CD media or via telephone lines or radio or microwave) and whether stored electronically or otherwise which relates to a person’s business, operations, products, developments, services, trade secrets, know-how, personnel, supplies, Contracting Authorities, victims, employees, police officers or the Services;

(b) notes, reports, analysis and reviews of, and any other information derived from, any information referred to in clause (a) above or which contains or is based in whole or in part upon such information;

(c) information designated as confidential, commercially sensitive or politically sensitive or which ought reasonably to be considered as such; and

(d) all materials belonging to another person in respect of which the Parties owe obligations of confidentiality.

**“Contract”** means this contract between the Authority and the Contractor for the supply of Services in accordance with these Conditions as set out in clause 2.

**“Contractor”** means the Contractor referred to in the Contract.

**“Contract Change Notice”** means a notice in the form as the template change control notice attached to this Contract.

**“Contract Finder”** means the Government’s publishing portal for public sector procurement opportunities.

**“Contract Manager”** shall have the meaning as set out in clause 3.

**“Contract Period”** means the term of the Contract from the Commencement Date until the Expiry Date.

**“Data Controller”** has the meaning set out in the Data Protection Legislation.

**“Data Controller’s Data”** means any Personal Data, any special categories of personal data as referred to in Article 9(1) of the GDPR and any Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR belonging to either the Authority or the Chief Constable if applicable.

**"Data Processor”** has the meaning set out in the Data Protection Legislation.

**“Data Processing Details”** means the description of the data Processing being carried out under the Contract, the details of which are set out in the data processing agreement with the relevant Data Controller.

**"Data Protection Legislation"** means the DPA 2018, the GDPR, the applied GDPR (as applied by the DPA 2018), regulations made under the DPA 2018, regulations made under section 2(2) of the European Communities Act 1972 which relate to the GDPR or Law Enforcement Directive (Directive (EU) 2016/680) and any replacement or supplementary legislation coming into effect from time to time.

**“Data Subject”** has the meaning set out in the Data Protection Legislation.

**“Data Subject Access Request”** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**“Deliverables”** means all documents, products and materials developed by the Contractor or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data specification and reports.

**"DPA 2018"** means the Data Protection Act 2018.

**“Expiry Date”** means the end date of the Contract or, if this Contract is terminated before the date specified in the Contract, the earlier date of termination of the Contract.

**“Force Majeure Event”** means any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor or the Contractor’s employees or any other failure in the Contractor’s or a Sub-contractor’s supply chain.

**“Force Majeure Notice”** means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event.

**“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679).

**“Good Industry Practice”** means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced Contractor engaged in the supply of Services similar to the Services under the same or similar circumstances as those applicable to the Contract.

**“Intellectual Property Rights”** means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights.

**“Key Personnel”** means those individuals nominated by the Authority as being of importance to the completion or delivery of the Services.

**“Laws”** means any law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body or any approval of any local authority or statutory undertaker having jurisdiction in relation to the Services or with whose systems the Services are, or are to be, connected, including, for the avoidance of doubt, the CDM Regulations, in each case from time to time.

**“Material Breach”** means a breach or an anticipatory breach that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from:

(a) a substantial portion of this Contract; or

(b) any of the obligations or warranties set out in this Contract,

for the remainder of the Contract.

**“Order”** means an official purchase order raised by the Authority.

**“Order Amendment”** means an issued and Authorised Order Amendment from the Authority or series of Order Amendments.

**“Party/Parties”** means the party or parties to this Contract.

**“PCC”** means the Police and Crime Commissioner(s) and/or Police, Fire and Crime Commissioner referred to in the Contract.

**“Persistent Breach”** means repeated breaches of any of the terms of this Contract in such a manner as to reasonably justify the Authority’s opinion that the Contractor’s conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract.

**“Personal Data”** has the meaning set out in the Data Protection Legislation.

**“Process”** has the meaning set out in the Data Protection Legislation.

**“Premises”** means the location(s) owned by the Authority where the Services are to be performed.

**“Rectification Plan”** means a plan agreed in accordance with clause 10 for the resolution of a Service Failure.

**“Regulations”** means the Public Contracts Regulations 2015 and “Regulation” will be interpreted accordingly.

**“Request”** has the meaning set out in the Freedom Of Information Act 2000 (FOIA), and the Environmental Information Regulations 2004 (EIR).

**“Services”** means the services, including without limitation any Deliverables, installation, and consequential connection, testing, commissioning or training to be provided by the Contractor under the Contract as set out in the Specification.

**“Service Credits”** means the sum attributable to a Service Failure as set out in the Specification.

**“Service Failure”** means a failure by the Contractor to deliver any part of the Services in accordance with the Service Levels.

**“Service Levels”** means those levels of performance set out in the Specification or any service level agreement attached to the Contract.

**“Service Variation”** means a variation to all or part the Services in accordance with clause 8.

**“SME”** means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

**“Specification”** means the description or specification for the Services that is set out by the Authority to the Contractor as attached to the Contract.

**“Special Conditions”** means the special conditions attached to this Contract if any.

**“Sub-Contract”** means any contract or agreement or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide:

a) the Services or any part thereof; or

b) facilities and/or, services necessary for the provision of the Services or any part thereof; or

c) is responsible for the management, direction or control of the provision of the Services or any part thereof

**“Sub-Contractor”** means any person other than the Contractor, who is a party to a Sub-Contract and the servants or agents of that person.

**“Sub-processor”** means any third party appointed to process Personal Data on behalf of the Contractor related to this Contract.

**“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**“VCSE”** means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

1.2 **Construction**. In these Conditions:

(a) the masculine gender includes the feminine and neuter and vice versa;

(b) the singular includes the plural and vice versa;

(c) references to persons include bodies corporate, unincorporated associations and partnerships;

(d) the schedules if any form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the schedules;

(e) references to clauses and schedules are to clauses and schedules of this Contract;

(f) the headings of clauses are for convenience only and shall be disregarded in construing this Contract;

(g) any reference to a statute or statutory provision includes a reference to any modification, consolidation or re-enactment of the provision for in force from time to time and all and any subordinate legislation in force from time to time made under it;

(h) any obligation in this Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done;

(i) general words shall not be given a restrictive interpretation by reasons of their being preceded or followed by words indicating a particular class of acts, matters or thing;

(j) a reference to writing or writing does not include email or fax.

**2. BASIS OF CONTRACT**

2.1 The Authority appoints the Contractor on a non-exclusive and independent contractor basis to provide the Services in accordance with the terms and conditions of this Contract.

2.2 The Contract shall commence on the Commencement Date and the term of the Contract shall be the Contract Period.

2.3 The Contractor acknowledges that where it has submitted a tender submission prior to the award of this Contract, the Authority has relied on all information provided in writing in such submission and warrants that it is accurate and valid and will notify the Authority of any matters which may arise during the term of the Contract that would cause the Contractor’s responses to change. Any failure to notify the Authority in regard to the obligation in this clause shall constitute a Material Breach and the Authority reserves the right to terminate this Contract if the change in circumstances notified to the Authority under the terms of this Contract are of such a significant gravity that in the Authority’s reasonable opinion the Contract would not have been awarded and/or the current status of the Contractor is such that the Authority is unable to continue the contractual relationship.

**3. CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION**

3.1 The Contractor shall nominate a Contract Manager who shall have sufficient authority to ensure that required Service Levels are met, to ensure sufficient resources are allocated to the Contract and any Order, and to maintain performance to the Specification, to pro-actively co-ordinate and communicate relevant orders and to provide comprehensive support and links between the Authority and the Contractor, including sales support, information and advice on the Services. The Contract Manager shall be the prime contact between the Contractor and the Authority and any notice, communication, information or instruction given or made to or by the Contract Manager shall be deemed given to or received by the Contractor. It shall be the responsibility of the Contract Manager to ensure all staff involved in the Contract or any Order are fully aware of their obligations.

3.2 Where applicable, the Contractor shall, at no charge to the Authority, submit complete and accurate management information in connection with the Contract at such reasonable times as the Authority may request in such form as may be agreed between the Parties at the commencement of the Contract and as varied from time to time throughout the duration of the Contract and the Contractor shall:

(a) operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver the agreed management information to the Authority; and

(b) permit the Authority to share such management information with any other crown bodies or third parties in connection with their normal operational business.

**4. REPRESENTATIONS AND WARRANTIES**

4.1 The Contractor acknowledges that Authority has entered into this Contract in reliance upon the Contractor's expertise in selecting and supplying the Specification fit to meet Authority's business requirements.

4.2 Each Party represents and warranties that:

(a) it has full capacity and authority to enter into and to perform this Contract;

(b) this Contract is executed by its duly authorised representative;

(c) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract; and

(d) its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors’ rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

4.3 The Contractor represents and warrants that:

(a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

(b) it has all necessary consents and regulatory approvals to enter into this Contract;

(c) the Services will conform in all material aspects to the Specification and be free from defects;

(d) its execution, delivery and performance of its obligations under this Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a default under any agreement by which it is bound;

(e) as at the Commencement Date, all written statements and representations in any written submissions made by the Contractor as part of the procurement process, including without limitation to its tender submitted to the Authority and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract;

(f) it has and shall continue to have all necessary rights in any Intellectual Property Rights which are necessary for the performance of the Contractor’s obligations under this Contract including the receipt of the Services by the Authority;

(g) it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or trojans, spyware or other malware) into systems, data, software or the Authority’s Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority;

(h) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;

(i) it is not affected by any proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor’s assets or revenue; and

(j) for the Contract Period and for a period of twelve (12) months after the termination or expiry of this Contract, the Contractor shall not employ or offer employment to any staff of the Authority which have been associated with the provision of the Services without written approval or the prior written consent of the Authority, which shall not be unreasonably withheld. However this clause 4.3(j) shall not preclude the Contractor's rights to (i) make generalised searches for employees by the use of advertisements in the media (including by any recruitment agency), (ii) hire any employee of the Authority who approaches the Contractor on an unsolicited basis; or (iii) solicit for employment or hire any such employee who ceases to be employed by the Authority.

4.4 Each of the representations and warranties set out in clauses 4.1 and 4.3 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Contract.

4.5 If at any time a Party becomes aware that a representation or warranty given by it under clauses 4.1 and 4.3 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

4.6 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Contractor which constitutes a Material Breach.

**5. ACCEPTANCE**

5.1 The Authority shall have the right to reject the Services in whole or in part whether or not paid for in full or in part within a reasonable time of performance (notwithstanding the commencement by the Authority enjoying the benefit of the Services) if they do not conform to the requirements of the Contract.

5.2 Subject to clause 5.1, acceptance shall be deemed to have occurred after the reasonable time of performance referred to above unless the Authorised Person notifies the Contractor in writing of the rejection of the Services.

**6. HEALTH AND SAFETY**

6.1 If the Services contain any element which is notifiable for the purposes of the CDM Regulations then the Contractor shall be the principal contractor under the CDM Regulations in respect of those Services and shall perform all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.

6.2 The Contractor shall promptly notify the Authority of any health and safety hazards, which may arise in connection with the performance of the Contract. The Authority shall promptly notify the Contractor of any health and safety hazards that may exist or arise at the Premises and that may affect the Contractor in the performance of the Contract.

6.3 While on the Premises, the Contractor shall comply with any health and safety measures implemented by or on behalf of the Authority in respect of employees, Sub-contractors and agents of the Contractor and other persons working or present on those Premises.

6.4 The Contractor shall notify the Authority immediately in the event of any incident occurring in the performance of the Contract on the Premises where that incident causes any personal injury or damage to property or the creation of a risk that could give rise to personal injury.

6.5 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees, Sub-contractors and agents of the Contractor and other persons working on the Premises in the performance of the Contract.

6.6 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

**7. SUPPLY OF SERVICES**

7.1 The Contractor shall from the Commencement Date and for the duration of this Contract provide the Services to the Authority in accordance with the terms of this Contract.

7.2 The Contractor shall meet any performance dates for the Services specified in the Order or notified to the Contractor by the Authority.

7.3 In providing the Services, the Contractor shall:

(a) co-operate with the Authority in all matters relating to the Services, and comply with all reasonable instructions of the Authority;

(b) perform the Services with the best care, skill and diligence in accordance with Good Industry Practice;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor’s obligations are fulfilled in accordance with this Contract;

(d) replace promptly any of its employees who, the Authority shall have reasonably decided have failed to carry out their duties with reasonable skill and care with another person with the necessary training and skills to meet the requirements of the Contract;

(e) ensure the Services and the Deliverables will conform with all descriptions and specifications set out in the Specification and shall be fit for any purpose expressly or impliedly made known to the Contractor by the Authority;

(f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

(g) ensure that the Deliverables and all materials supplied and used in the Services or transferred to the Authority will be free from defects in workmanship, installation and design;

(h) obtain and at all times maintain all necessary licences and consents and comply with all applicable Laws;

(i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Authority to the Contractor (“the Authority’s Materials”) in safe custody at its own risk, maintain the Authority’s Materials in good condition until returned to the Authority and not dispose of or use the Authority’s Materials other than in accordance with the Authority’s written instructions or authorisation;

(j) not do or omit to do anything which may cause the Authority to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Contractor acknowledges that the Authority may rely or act on the Services; and

(k) provide the Services via the Key Personnel (if any) who shall not be released from providing the Services to the Authority, except for reason of sickness, maternity leave, paternity leave, termination of employment or because the Authority has requested they be removed, or the element of the Service in respect of which the individual was engaged has been completed to the Authority’s satisfaction or other extenuating circumstances explained to the Authority. Any replacements for the Key Personnel shall be subject to the agreement of the Authority and 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. The cost of effecting such replacement shall be borne by the Contractor.

7.4 The Contractor shall provide general advice free of charge, in so far as telephone or e-mail can provide this quickly and easily. If detailed consideration is required then an additional charge may be agreed with the Authority.

**8. SERVICE VARIATION**

8.1 Subject to the provisions of this clause 8, either Party may request a Service Variation.

8.2 Where the Authority requests a Service Variation it shall notify the Contractor in writing (by way of Contract Change Notice if appropriate) and give the Contractor sufficient information to assess the extent and effect of the Service Variation, as follows:

(a) where the request relates to an increase in the price to be paid by the Authority the Contractor shall respond within 15 Business Days demonstrating the necessity for any change to the price for those services.

(b) when the request relates to a decrease in the Services or the price to be paid by the Authority the Contractor will respond within 15 Business Days showing the effect of the reduction along with such supporting evidence that the Authority shall require.

8.3 Where the Contractor requests a Service Variation it shall provide the Authority with sufficient information to assess the extent and effect of the Service Variation including demonstrating the necessity for any change to the price to be paid by the Authority for those services.

8.4 Once the other Party has had the reasonable period as requested by the requesting Party to consider the Service Variation requested each shall notify the others of their decision to accept or reject the Service Variation request.

8.5 If the Parties agree any Service Variation they shall confirm the same in writing and amend the Contract accordingly by way of Contract Change Notice if appropriate.

8.6 In the event that the Parties are unable to agree any Service Variation or the Contractor has not responded to the Authority’s request for a Service Variation within the reasonable period referred to in clause 8.4, the Authority may;

(a) allow the Contractor to fulfil its obligations under the Contract without the variation; or

(b) terminate all or part of the Service with immediate effect if the Authority reasonably considers the Service Variation to be critical to delivery of the Contract.

**9. SERVICE LEVELS AND CREDITS**

9.1 The Contractor shall ensure that the Services meet or exceed the Service Levels at all times.

9.2 The Contractor shall provide the Authority with a monthly report detailing its performance in respect of each of the Service Levels if requested by the Authority.

9.3 If there is a Service Failure, the Contractor shall:

(a) notify the Authority immediately of the Service Failure;

(b) provide the Authority with a Rectification Plan in accordance with clause 10;

(c) deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Failure from recurring; and

(d) carry out the actions identified in the Rectification Plan in accordance with its terms.

9.4 The Contractor shall automatically credit the Authority with the applicable Service Credits as set out in the Specification if any. Service Credits shall either be shown as a deduction from the amount due from the Authority to the Contractor in the next invoice then due to be issued under this Contract, or the Contractor shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Contractor as a debt within 20 Business Days of issue of the credit note. The Parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Authority.

9.5 The Authority and the Contractor shall review the Service Levels every 3 months throughout the duration of the Contract and make any changes in accordance with any agreed variation to the Contract in accordance with clause 8 to reflect changes in the Service Levels.

**10. RECTIFICATION PLAN**

10.1 If the Contractor commits a Service Failure, the Authority may serve a rectification notice to the Contractor which shall specify the Service Failure in outline and the actions the Contractor needs to take with respect to remedying the Service Failure (“Rectification Notice”).

10.2 The Authority shall be under no obligation to initiate this rectification process if it has issued a notice of termination pursuant to clause 20.3 or 20.4.

10.3 Within the time frame specified in the Rectification Notice, the Contractor shall either:

(a) submit a draft Rectification Plan, even if it disputes that it is responsible for the matters which are the subject of the Rectification Notice; or

(b) inform the Authority that it does not intend to submit a Rectification Plan, in which event the Authority shall be entitled to terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Contractor by the Authority.

10.4 The Authority shall either approve the draft Rectification Plan within 10 Business Days of its receipt or as soon as reasonably practicable, or it shall inform the Contractor why it cannot accept the draft Rectification Plan. In such circumstances, the Contractor shall address all such concerns in a revised Rectification Plan, which it shall submit to the Authority within 5 Business Days of its receipt of the Authority's comments or by such date as stipulated by the Authority.

10.5 Once agreed, the Contractor shall immediately start work on the actions set out in the Rectification Plan.

10.6 If, despite the measures taken under clause 10.4, the revised Rectification Plan cannot be agreed within 10 Business Days or as soon as reasonably practicable then the Authority may elect to end the Rectification Plan process set out above and terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Contractor by the Authority.

10.7 If a Rectification Plan is agreed between the Parties, but the Contractor fails to implement or successfully complete the Rectification Plan by the required Rectification Plan completion date, the Authority may:

(a) terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Contractor by the Authority; or

(b) give the Contractor a further opportunity to resume full implementation of the Rectification Plan; or

(c) escalate any issues arising out of the failure to implement the remediation plan under the dispute resolution procedure set out in clause 35.

10.8 If, despite the measures taken under clause 10.7 (b), the Contractor fails to implement the Rectification Plan in accordance with its terms, the Authority may elect to end the rectification plan process and refer the matter for resolution by the dispute resolution procedure set out in clause 35 or terminate the Contract immediately or upon the expiry of a notice period specified in the termination notice.

10.9 The Authority shall not be obliged to follow this rectification process if there is a repetition of substantially the same Service Failure as had previously been addressed in a Rectification Plan within a reasonable period following the conclusion of such previous Rectification Plan. In such event, the Authority may terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Contractor by the Authority.

**11. PROGRESS AND INSPECTION**

11.1 The Contractor shall at its expense provide any programmes for the provision of the Services delivery that the Authority may reasonably require. Such programmes shall be agreed with the Authority.

11.2 The Contractor shall notify the Authority, in writing, without delay if manufacturing or production progress falls behind or may fall behind any of these programmes.

11.3 The Authority shall have the right to check progress at the Contractor’s manufacturing facilities or offices (including home working) or the offices (including home working) of the Contractor’s sub-contractors at all reasonable times to inspect and to reject services that do not comply with the Contract. The Contractor’s Sub-contracts shall reserve such rights for the Authority.

11.4 Any inspection or approval shall not relieve the Contractor from its obligations under the Contract.

**12. BENCHMARK**

12.1 The Authority may, by written notice, require a Benchmark Review of any or the entire price paid by the Authority for the Specification and for the Service Levels.

12.2 Subject to clause 12.3 if any Benchmark Review determines that any or all of the price paid by the Authority for the Services and/or the Service Levels are not comparable to, or better than, the terms offered by the Contractor to any of its similarly situated commercial Contracting Authorities of equal or lesser size for comparable products or services, the Authority may require the Contractor to reduce the price and/or implement improvements to the Services or the Service Levels in accordance with the relevant Benchmark Report within 3 months of receipt of the Benchmark Report.

12.3 Any amendment to price for the Services and/or the Service Levels in accordance with the Benchmark Report shall be deemed agreed in accordance with the terms of clause 8 without cost to the Authority.

12.4 The Authority shall be notified of the Benchmark Report and any amendment to the Price of the Services in accordance with this Contract.

**13. PRICE AND PAYMENT**

13.1 Subject to any applicable Service Credits and any Benchmark Review (conducted in accordance with this Contract or by the Authority in accordance with any framework agreement under which this Contract was awarded to the Contractor) the price of the Services shall be set out in the Order or determined in accordance with the Contract, and shall be the full and exclusive remuneration of the Contractor in respect of the performance of the Services. Unless otherwise agreed in writing by the Authority, the charges shall include every cost and expense of the Suppler directly or indirectly incurred in connection with the performance of the Services.

13.2 Where appropriate, the price shall include the cost of instructing and training the Authority’s personnel in the use, operation and exploitation of the Services. All instructions and training shall be provided in accordance with this Contract.

13.3 The Contractor shall invoice the Authority as agreed in writing between the Parties. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including but not limited to the relevant Order number.

13.4 Invoices to the Authority must be sent or emailed to the contact details given in the Order and must be correctly addressed with the full Order number quoted.

13.5 The Authority shall pay correctly rendered and undisputed invoices within 30 days of receipt of the invoice (“the Due Date”). Payment shall be made to the UK bank account held in the name of the Contractor and nominated in writing by the Contractor, such payment system to support or interact electronic security payment systems if any.

13.6 All amounts payable by the Authority under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (“VAT”). Where any taxable supply for VAT purposes is made under the Contract by the Contractor to the Authority, the Authority shall on receipt of a valid VAT invoice from the Contractor, pay to the Contractor such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

13.7 If a Party fails to make any payment due to the other under the Contract by the Due Date for payment, then the defaulting Party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting Party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting Party disputes in good faith.

13.8 The Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Contractor against any amounts payable by it to the Contractor under the Contract providing that the Authority shall give the Contractor not less than 30 days’ notice of any such set off.

13.9 Whenever, under the Contract any sums of money shall be recoverable from or payable by the Contractor the same may be deducted from any sums then due, or which at any time, thereafter may become due to the Contractor under this Contract or under any other agreement or contract with the Authority or with any other department within the Authority.

**14. WORK ON THE PREMISES**

14.1 If the Contract involves any Services which the Contractor performs on the Premises then the following clauses shall apply:

(a) the Contractor shall ensure that the Contractor and their employees, Sub-contractors and their employees and any other persons associated with the Contractor will adhere in every respect to all applicable Laws;

(b) the Contractor shall ensure that the Contractor and their employees, Sub-contractors and their employees and any other person associated with the Contractor will comply with any regulations or the Authority’s reasonable policies that the Authority may notify to the Contractor in writing including any health and safety policies and security arrangements; and

(c) when required, the Contractor and their employees, Sub-contractors and their employees shall comply with any security requirements including a right to search when entering or leaving the Premises and being escorted in certain areas. The Authority reserves the right to remove from the Premises anyone not complying with the Authority’s security arrangements or suspected of being under the influence of alcohol, or any other substance which has the effect of impairing performance.

14.2 The Contractor shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining the Authority’s prior written consent.

14.3 Access to the Premises shall not be exclusive to the Contractor any only such as shall enable the performance of the Contract concurrently with the execution of work by others. The Contractor shall co-operate with such others as the Authority may reasonably require.

14.4 The Authority shall have the power at any time during the progress of the Contract to order in writing:

(a) the removal from the Premises of any materials which in the Authority’s reasonable opinion are either hazardous or not in accordance with or in breach of the Contract; and

(b) the substitution of proper and suitable materials; and

(c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work or the Services which, in respect of material or workmanship, is not in the Authority’s reasonable opinion in accordance with the Contract.

14.5 On completion or termination of the Contract the Contractor shall remove their plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Contract and leave the Premises in a neat and tidy condition within the timescales instructed to the Contractor by the Authority and make good any damage caused to the reasonable satisfaction of the Authority.

14.6 The Contractor shall ensure that their employees, Sub-contractors and their employees and any other persons associated with Contractor shall be dressed appropriately where applicable. The Authority reserves the right to remove from the Premises anyone who is, in the Authority’s absolute discretion, not complying with this requirement.

14.7 Any land or Premises made available from time to time to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor on a non-exclusive basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligation under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

14.8 The Contractor shall limit access to the land or Premises to such personnel as is necessary to enable it to perform its obligations under the Contract.

14.9 The Contractor agrees that there is no intention on the Authority’s part to create a tenancy of any nature whatsoever in favour of the Contractor or its personnel and that no such tenancy has or shall come into being and, not withstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use any Premises owned or occupied by the Authority in any manner it sees fit.

14.10 The Authority’s decision as to whether any person is to be refused access to any Premises occupied by or on behalf of the Authority shall be final and conclusive and the Contractor shall replace promptly any such person to ensure that its requirements under the Contract are met.

14.11 The Contractor shall bear the cost of or costs arising from any notice, instructions or decision of the Authority under this clause 14.

**15. COMPLIANCE WITH APPLICABLE LAWS**

15.1 The Contractor shall (at no additional cost to the Authority) at all times carry out and provide the Services in compliance with all Laws. The Contractor shall maintain such records as are necessary pursuant to such Laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Authority (or its authorised representative).

15.2 The Contractor shall neither be relieved of its obligations to supply the Services in accordance with the terms of the Contract nor be entitled to an increase in the price as the result of any modifications to the Laws.

15.3 Without prejudice to clause 15.2, the Contractor shall monitor and shall keep the Authority informed in writing of any changes in the Laws which may impact the Services and shall provide the Authority with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.

15.4 The Contractor shall consult with the Authority (and wherever possible agree with the Authority) on the manner, form and timing of changes it proposes to make to meet any changes in Laws where they would impact the Services. The Contractor shall not implement any change, without the Authority's prior written agreement, which would have an adverse effect on the Contractor's ability to provide the Services in accordance with the Specification.

15.5 Without prejudice to the rest of this clause 15, the Contractor shall use all reasonable endeavours to minimise any disruption caused by any changes in applicable Laws introduced pursuant to this clause 15.

**16. SERVICE IMPROVEMENT AND TECHNOLOGY REFRESH**

16.1 The Contract Manager and an Authorised Person shall have regular meetings as agreed to monitor and review the performance of this Contract, the achievement of the Service Levels and the provision of the Services. Such meetings shall be minuted by the Authorised Person where appropriate and copies of any such minutes shall be circulated to and approved by both Parties.

16.2 Prior to each meeting, the Authorised Person shall notify the Contract Manager, and vice versa, of any issues relating to the provision of the Services for discussion at the meeting. At the meeting, the Parties shall agree a plan to address such issues. In the event of any issue being unresolved, or a failure to agree on the plan, the procedures set out in clause 10 shall apply. Progress in implementing the plan shall be included in the agenda for the next meeting.

16.3 The Contractor shall, at its own cost, submit and promptly inform the Authority of any new and evolving relevant technologies and processes which could improve the Services. Such report shall be provided in sufficient detail to enable the Authority to evaluate properly the benefits of the new technology or process and, at the Authority’s request, the Contractor shall make available to the Authority the new Services on the terms on which they are generally made available to the Contractor’s Contracting Authorities by the Contractor.

16.4 If the Authority wishes to incorporate any improvement identified by the Contractor pursuant to clause 16.3, the Parties shall discuss the implementation of the associated change provided always that if the Contractor's costs in providing the Services as a result of any such change implemented by the Authority are reduced, a reasonable proportion as agreed of the cost savings shall be passed on to the Authority by way of a consequential and immediate reduction in the price for the Services.

**17. REMEDIES AND INSURANCE**

17.1 If the Contractor fails to perform the Services by the applicable date(s), or if the Services do not comply with the warranties and obligations set out in clauses 4 and 6 or the terms of the Contract, then, without limiting any of its other rights or remedies, the Authority shall have the right to any one or more of the following remedies:

(a) to terminate or suspend the Contract in whole or in part in accordance with clause 20;

(b) to require re-performance of the Services;

(c) to refuse to accept any subsequent performance of the Services (or part thereof) from the Contractor;

(d) to recover from the Contractor any reasonable costs properly incurred by the Authority in obtaining substitute services from a third party; and/or

(e) to claim damages for any other costs, loss or expenses incurred by the Authority which are in any way attributable to the Contractor's failure to carry out its obligations under the Contract.

17.2 The Contractor shall keep the Authority and the Chief Constable if applicable indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Authority and the Chief Constable as a result of or in connection with:

(a) any claim made against the Authority and/or the Chief Constable if applicable for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services;

(b) any claim made against the Authority and/or the Chief Constable if applicable by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Contractor, its employees, agents or Sub-contractors;

(c) any claim made against the Authority and/or the Chief Constable if applicable by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Contractor, its employees, agents or Sub-contractors;

(d) the provision of the Services, including advice and recommendations made and accepted by the Authority and/or the Chief Constable if applicable, not being in accordance with the Specification;

(e) any installation and/or advice given or anything done or omitted to be done under, or in connection with the Contract by the Contractor; and

(f) any damage by the Contractor to the Authority’s property or Premises (including any materials, tools or patterns sent to the Contractor for any purpose) by the Authority.

This clause 17.2 shall survive termination of the Contract.

17.3 The Authority's rights and remedies under the Contract are in addition to its rights and remedies implied by statute and common law and any equitable remedy.

17.4 The Contractor must take out and maintain insurance adequate to cover the risks set out in the Contract and in any event shall take out and maintain the following insurance coverages:

(a) Product Liability Insurance coverage of not less than five million pounds sterling (£5,000,000) for any one, or series of claims that may arise; and

(b) Professional Indemnity Insurance coverage of not less than five million pounds sterling (£5,000,000) for any one, or series of claims that may arise; and

(c) Public Liability Insurance coverage of not less than ten million pounds sterling (£10,000,000) for any one, or series of claims that may arise; and

(d) Employer Liability Insurance coverage of not less than ten million pounds sterling (£10,000,000) for any one, or a series of claims that may arise;

(e) Any other insurance coverage which is set out in the Special Conditions.

17.5 The Contractor will take out and maintain such insurances as set out in this clause 17 with a reputable insurance company and shall at the Authority’s request provide evidence of the insurance policy or policies and of payment of the premiums. The Contractor’s failure to maintain such insurances or satisfy the Authority, acting reasonably, that such insurances have been maintained, shall be treated as a Material Breach and shall give the Authority the right to terminate the Contract in accordance with clause 20.

**18. LIABILITY**

18.1 Neither Party excludes or limits its liability for:

(a) death or personal injury caused by its negligence or that of its employees, agents or Sub-contractors (as applicable);

(b) fraud or fraudulent misrepresentation by it or its employees;

(c) the wilful abandonment by the Contractor of its obligations in relation to the provision of the Services; or

(d) breach of any obligations as to title implied by section 2 of the Supply of Goods and Services Act 1982.

18.2 Subject to clause 18.1, neither Party will be liable to the other Party for:

(a) indirect loss or damage;

(b) special loss or damage;

(c) consequential loss or damage;

(d) loss of profits (whether direct or indirect);

(e) loss of turnover (whether direct or indirect);

(f) loss of business opportunity (whether direct or indirect); and/or

(g) damage to goodwill (whether direct or indirect),

and in each case, even if that Party was aware of the possibility of such loss or damage to the other.

18.3 Subject to clauses 18.1, the provisions of clause 18.2 shall not be taken as limiting the right of the Authority to, amongst other things, recover from the Contractor as a direct loss:

(a) any additional operational and/or administrative costs and expenses; and/or

(b) any wasted expenditure or charges rendered unnecessary and/or incurred by the Authority; and/or

(c) damage due to the loss of data if any, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from any act or omission of the Contractor.

18.4 If any limitation or provision contained or expressly referred to in this clause 18 is held to be invalid under any Law, it will be deemed omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this clause 18.

18.5 Nothing in this clause 18 shall affect a Party's general duty to mitigate its loss.

**19. SUSPENSION**

19.1 Without limiting its other rights or remedies the Authority may suspend the Contract in whole or in part by giving written notice of such suspension to the Contractor if the Contractor or any of their employees or agents are or become;

(a) subject to a criminal investigation in respect of allegations arising out of or relating to their professional practice whether in respect of work undertaken in performance of the Contract or otherwise; or

(b) subject to a criminal investigation relating to an allegation, which if substantiated, would constitute a breach of the terms of this Contract; or

(c) subject to any allegation of professional negligence; or

(d) subject to investigation by a relevant regulatory body in respect of any alleged breach of a relevant code of practice.

19.2 The Contractor must inform the Authority immediately upon becoming aware of any of the matters set out above.

19.3 The sums payable by the Authority under the Contract shall be reduced during the period of suspension by an amount equivalent to the value of the Services suspended for the duration of such suspension and the Authority shall have no liability whatsoever to make any payment to the Contractor of any sums withheld during the period of suspension.

19.4 For the avoidance of doubt the Authority will be entitled during any period of suspension to engage other Contractor to provide the Services which the Contractor is unable to provide by reason of the suspension.

19.5 Following a suspension pursuant to clause 19.1 above the Authority shall keep the matter under review and should the reasons for the suspension be resolved to the satisfaction of the Authority then the Authority may give written notice lifting suspension of the Contract.

19.6 For the avoidance of doubt, if the investigations or allegations at clause 19.1 are substantiated this will constitute a Material Breach for which the Authority reserves the right to terminate the Contract under clause 20 below.

**20. TERMINATION**

20.1 Without limiting its other rights or remedies, the Authority may terminate the Contract in respect of the supply of the Services or part of such supply by giving the Contractor 6 months’ written notice.

20.2 The Authority may terminate this Contract in the circumstances provided for under clauses 10.3, 10.8 or 10.9.

20.3 The Authority may immediately terminate this Contract where:

(a) the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9); or

(b) the Contractor has, at the time of contract award, been in one of the situations referred to in Regulation 57(1), including as a result of the application of Regulation 57(2), and should therefore have been excluded from the procurement procedure; or

(c) the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaty on European Union and the Public Contracts Directive 2014/24 or the Treaty on the Functioning of the European Union that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty on the Functioning of the European Union.

20.4 The Authority may immediately terminate or suspend this Contract, either in whole or in part to the extent that it relates to any part of the Services which are materially affected by the relevant circumstances where:

(a) the Contractor commits a Material or Persistent Breach of the Contract and (if such breach is remediable) fails to remedy that breach to the satisfaction of the Authority within the reasonable timescale as specified by the Authority, after issue of a written notice specifying the breach and requesting it to be remedied;

(b) in the reasonable opinion of the Authority there is a material detrimental change in the financial standing and/or credit rating of the Contractor which adversely impacts on the Contractor’s ability to supply the Services under the Contract or could reasonably be expected to have an adverse impact on the Contractor’s ability to supply the Services under the Contract;

(c) the Contractor suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(d) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(e) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor, other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;

(f) (being an individual) the Contractor is the subject of a bankruptcy petition or order;

(g) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(h) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor;

(i) (being a company) a floating charge holder over the Contractor's assets has become entitled to appoint or has appointed an administrative receiver;

(j) a person becomes entitled to appoint a receiver over the Contractor's assets or a receiver is appointed over the Contractor's assets;

(k) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 20.4(c) to clause 20.4(j) inclusive;

(l) the Contractor suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;

(m) (being an individual) the Contractor dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or

(n) there is a change of control of the Contractor (within the meaning of section 1124 of the Companies Tax Act 2010).

**21. CONSEQUENCES OF TERMINATION**

21.1 Where the Authority terminates (in whole or in part) the Contract for any reason (except for under clause 20.1) then makes other arrangements for the supply of the Services, the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period provided that Authority shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Authority to the Contractor until the Authority has established the final cost of making those other arrangements.

21.2 Upon termination of the Contract whether by expiration of the Contract term or otherwise, the Contractor agrees and hereby guarantees that it will co-operate fully with the Authority to transfer to the Authority (including but not limited to) any plans, drawings, specifications, technical and legacy data, copies of records (electronic or otherwise), copies of reports (electronic or otherwise), information (howsoever stored), test results, samples relating to this Contract which are in the possession of the Contractor or any third party, provided always that:

(a) the Contractor shall not be required to transfer to the Authority any patent design or other Intellectual Property Right owned by the Contractor and valid at the time the Contract was originally tendered or the Order was accepted, in any of the specifications, drawings or plans etc, and which has not already transferred under this Contract to the Authority; and

(b) any charges applicable for any samples or drawings, which were made known to (and agreed by) the Authority prior to the signing of this Contract, will be made to the Contractor if outstanding at the time of termination.

21.3 All items shall be delivered to the Authority within 14 days of termination of the Contract or upon a request being made to the Contractor by the Authority). Any request by the Authority shall detail the reasonable location of delivery, method of delivery, format of any data or information and the medium to be used for its migration. Unless otherwise agreed, the language that any drawings, data, reports or information etc shall be written and presented in shall be modern British English.

21.4 Other than the prices agreed at clause 21.1(b), the Contractor shall make no other charge for the return of any item listed at clause 21.2.

21.5 All items shall be returned to the Authority in the original condition they were in when presented to the Contractor. Samples should be in the condition or state they were in at the time of acceptance or approval by the Authority as being in compliance with the design or specification detailed within the Contract, subject to any subsequent agreed testing or reasonable wear and tear.

21.6 The accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

21.7 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

**22. REPUTATION**

22.1 The Contractor shall not, and shall procure that its Sub-contractors:

(a) do any act or make any omission that has or could reasonably be expected to have an adverse impact upon the security of the business, operations, systems or properties or Premises of the Authority;

(b) take any action which might or shall:

(c) harm or be prejudicial to the public confidence in the Authority and/or the Chief Constable if applicable or to its public image(s); or

(d) bring the Authority and/or the Chief Constable if applicable into disrepute.

22.2 Without limiting clause 22.1, the Contractor shall comply with the provisions of the reasonable standards, policies, procedures and regulations provided from time to time to the Contractor by the Authority.

**23. CONFIDENTIAL INFORMATION**

23.1 If the Authority has required the Contractor or its Sub-contractors to sign a mutual confidentiality agreement with it or the Chief Constable if applicable prior to signing or during the term of this Contract, the Contractor shall comply at all times with its obligations under that mutual confidentiality agreement.

23.2 The Contractor shall, upon the reasonable request at any time by the Authority, obtain signed individual confidentiality undertakings from any Sub-contractors in a form approved by the Authority.

23.3 A Party is entitled to disclose the whole or any part of the other’s Confidential Information:

(a) to its directors, officers, employees, servants, Sub-contractors, agents or professional advisers to the extent necessary to enable the performance or enforcement of its rights or obligations under this Contract subject to any such persons signing confidentiality undertakings in a form approved by the Authority if requested to do so;

(b) when (and to the extent) required to do so by Laws or pursuant to the rules or any order having the force of law of any court, association or agency of competent jurisdiction or any governmental agency;

(c) to the extent that the Confidential Information has, except as a result of breach of obligations of confidentiality, become publicly available or generally known to the public at the time of such disclosure (provided that no Confidential Information shall be deemed to be so publicly available or generally known only because such information is within or part of more general information, or (in the case of a complex body of such information) because one or more elements of it separately comprise publicly available information or information generally known to the public);

(d) in the case of disclosure by the Authority:

(i) to the extent required for the purpose of the continued provision of the Services (or similar replacement services) in the event of suspension, expiry or termination of particular Services;

(ii) in relation to the outcome of a procurement as may be required to be published in the Official Journal of the European Union or elsewhere;

(iii) to any department, office or agency of the Government or other entity where required for its proper departmental, parliamentary, governmental, statutory or judicial purposes;

(iv) to any consultant, contractor or other person engaged by the Authority in connection with the provision of the Services or the performance of the Contractor’s obligations under this Contract, to the extent reasonably necessary to enable that consultant, contractor or other person to carry out their engagement with the Authority;

(v) to the extent the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions in accordance with the law; and

(vi) subject to clause 30, to the extent the Authority (acting reasonably) deems disclosure necessary or appropriate in order to comply with its obligations and responsibilities under the FOIA or the Environmental Information Regulations.

23.4 Notwithstanding clause 23.3, the Contractor shall give the Authority prompt advance notice of any disclosure of the Authority’s Confidential Information and shall consult and give the Authority reasonable opportunity to comment on the nature and extent of disclosure, and shall take account of any reasonable comment made by the Authority. Notwithstanding the permitted disclosures under clause 23.3, the Authority shall have the right to prohibit disclosure of the Authority’s Confidential Information to any person and the Contractor shall not make such disclosure to any such person so prohibited by the Authority unless subject to a court order or permitted under Freedom of Information legislation.

23.5 The Contractor shall:

(a) use Authority’s and Chief Constable’s if applicable Confidential Information solely for this Contract;

(b) take all necessary precautions to ensure that all of the Authority’s and the Chief Constable’s if applicable Confidential Information is held in confidence and treated as proprietary;

(c) comply with all instructions and/or guidelines produced by the Authority from time to time for the handling and storage of its and the Chief Constable’s if applicable Confidential Information generally or for specific items;

(d) inform all staff and Sub-contractors and agents that breach of any of its confidentiality obligations shall result in contractual and/or disciplinary action (and the Contractor shall ensure that such contractual and/or disciplinary actions and proceedings are reported to the Authority and instituted and enforced as required); and

(e) forthwith report to the Authority all failures to comply with the obligations set out in this clause 23.5 of which the Contractor is or becomes aware.

23.6 Notwithstanding the generality of clause 23.3, Personal Data shall not be released from any of the confidentiality obligations of clause 23, except with the prior consent of the Authority in accordance with the relevant laws.

23.7 Without prejudice to any other rights and remedies that the other Party would have, each Party agrees that damages would not be an adequate remedy for any breach of this clause 23 and that the other Party shall be entitled to the remedies of injunction, specific performance and/or other equitable relief for any threatened or actual breach of this clause 23.

23.8 The Authority’s and the Contractor’s obligations under this Contract with respect to Confidential Information shall survive its expiry or termination and shall continue for as long as such information remains confidential.

23.9 Nothing in this clause 23 limits, diminishes, waives or releases either Party’s obligations and responsibilities under the Official Secrets Acts 1911 to 1989 or in regard to personal data in accordance with the Data Protection Legislation.

23.10 The Contractor shall at all times (including after termination or expiry of this Contract) comply with the obligations imposed by the Official Secrets Acts 1911 to 1989.

23.11 The Contractor shall:

(a) take all reasonable steps, by display of notices or by other appropriate means, to ensure that such persons have notice that the Official Secrets Acts 1911 to 1989 applies to them and shall continue so to apply; and

(b) where requested by the Authority at any time, procure (within 10 Business Days of the request) the signature by all of the persons specified by the Authority of an Official Secrets undertaking in a form specified by the Authority.

23.12 The Contractor shall ensure that a similar obligation to this clause 23 is included in all contracts or agreements the Contractor entered into with a Sub-contractor or agent in connection with the provision of the Services.

23.13 The Authority may terminate this Contract immediately in the event that the Contractor fails to comply with any requirement of this clause 23, including the failure to procure the signature of an Official Secrets undertaking for any person specified by the Authority or any disclosure of the Authority’s Confidential Information in breach of this clause 23.

**24. PUBLICITY**

24.1 Unless expressly permitted in writing by the Authority, the Contractor shall not publish or permit to be published either alone or in conjunction with any other person any information, articles, photographs or other illustrations relating to or connected with the Contract.

24.2 This Contract shall not entitle the Contractor or any of their Sub-contractors, agents or employees to endorse its services with any reference to the Authority, the relevant police force or Chief Constable if applicable and the Contractor shall not exhibit for advertising or any other reason any services supplied under the Contract which can be identified with the Authority without the prior written consent of the Authority.

24.3 Clause 24 includes any such reference made in any form of written, pictorial or audible advertising campaign, marketing, sales or promotion campaign.

**25. INTELLECTUAL PROPERTY**

All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

(a) provided to the Contractor by the Authority and/or Chief Constable if applicable shall remain the Authority’s property absolutely;

(b) prepared by or for the Contractor specifically for the Authority in relation to the performance of the Contract shall belong to the Authority including the Deliverables;

(c) pre-existing at the commencement of the Contract and owned or licensed by the Contractor shall be licensed to the Authority insofar as it is necessary for the Authority to exercise its other rights under the Contract. Such a license shall be perpetual, worldwide, irrevocable, royalty-free and capable of sub-license on those terms.

**26. ENVIRONMENTAL AND ETHICAL SOURCING**

26.1 The Contractor shall perform its obligations under the Contract in accordance with the spirit and objectives of the Authority’s environmental policy, if any.

26.2 The Contractor shall ensure that workers employed or engaged on the Contract are treated fairly, humanely and equitably.

26.3 In so far as the Contractor or any Sub-contractor or its employee dispose of any waste goods or other items (including electronic products) in the course of or in connection with the performance of the Contractor's obligations under the Contract, the Contractor shall ensure that those goods or other items are disposed of in an environmentally friendly manner and in accordance with all applicable EU and UK laws and regulations, including (where applicable) the Environmental Protection Act 1990 and the Waste Electrical and Electronic Equipment Regulations 2013.

26.4 If and when requested to do so by the Authority at any time, the Contractor shall provide the Authority with such documents and/or permit representatives of the Authority to have such access to the Contractor's premises and personnel as the Authority may reasonably require for the purposes of verifying compliance on the part of the Contractor with its obligations under this clause 26.

26.5 The Contractor shall procure that each of its Sub-contractors (if any) comply with obligations substantially similar to those set out in clauses 26.1 to 26.4 above.

26.6 In performing its obligations under this Contract, the Contractor shall:

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; ]

(c) include in contracts with its Subcontractors and Contractors provisions which are at least as onerous as those set out in this clause 26.

(d) notify the Authority as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

(e) maintain a complete set of records to trace the supply chain of all Services provided to the Authority in connection with this Contract; and permit the Authority and its third party representatives to inspect the Contractor’s premises, records, and to meet the Contractor’s personnel to audit the Contractor’s compliance with its obligations under this clause 26.

26.7 The Contractor represents and warrants that it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

26.8 The Authority may terminate this Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of this clause 26.

**27. EQUALITY AND DIVERSITY**

27.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 or other relevant or equivalent Laws from time to time in force (including any equivalent legislation in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Contractor or any of its employees or Sub-contractors or its employees), or any statutory modification or re-enactment thereof.

27.2 The Contractor shall take all reasonable steps to secure the observance of clause 27.1 by all employees, agents and Sub-contractors.

**28. ANTI-BRIBERY AND FRAUD**

28.1 The Contractor shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act relating to obtaining or the signing of the Contract or any other contract with the Authority or any other public body or showing or refraining from showing favour or disfavour to any person, in relation to the Contract or any other Contract with the Authority, or if similar acts have been done by any person employed by the Contractor, or acting on the Contractor’s behalf (whether with or without the knowledge of the Contractor.

28.2 The Contractor warrants that it has not paid commission or agreed to pay commission to the Authority or any other public body or any person employed by or on behalf of the Contractor or any other public body in connection with the Contract.

28.3 The Contractor shall:

(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

(c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 28.3(b), and will enforce them where appropriate;

(d) promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract;

(e) immediately notify the Authority if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor (and the Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract); and

(f) ensure that all persons associated with the Contractor or other persons who are performing services in connection with this Contract comply with this clause 28.

28.4 The Contractor shall not engage in any activity practice or conduct which would constitute an offence under the Prevention of Corruption Acts 1889 to 1916 or Fraud Act 2006.

28.5 The Contractor shall not receive any fee or reward the receipt of which is offence under the sub-section (2) of Section 117 of the Local Government Act 1972.

28.6 Breach of this clause 28 shall entitle the Authority to terminate the Contract with immediate effect.

28.7 In the event of any breach of this clause 28 by the Contractor or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Contractor):

(a) the Contractor shall immediately give the Authority full details of any such breach and shall co operate fully with the Authority in disclosing information and documents which the Authority may request; and/or

(b) the Authority shall (without prejudice to any of its rights or remedies under this Contract or otherwise) be entitled by notice in writing to terminate this Contract immediately; and

(c) the Contractor shall be liable for and shall indemnify and keep the Authority and the Chief Constable if applicable indemnified in respect of any and all loss resulting from such termination.

28.8 In any dispute, difference or question arising in respect of:

(a) the interpretation of this clause 28; or

(b) the right of the Authority to terminate this Contract; or

(c) the amount or value of any gift, consideration or commission

the decision of the Authority shall be final and conclusive.

**29. DATA PROTECTION**

29.1 The Contractor warrants that it will comply with the Data Protection Legislation and this clause is in addition to, and does not relieve, remove or replace the Contractor’s obligations under the Data Protection Legislation.

29.2 The Contractor agrees that if it acts at any time under this Contract as a Data Processor of the Data Controller’s Data, it may be required to enter into a data processing contract in the relevant Data Controller’s standard form, such data processing contract to include the Data Processing Details setting out the scope, nature and purpose of the Processing by the Contractor, the duration of the Processing, the types of the Data Controller’s Data and categories of Data Subject involved and the obligations and rights of the Contractor and the Data Controller.

29.3 The Contractor shall comply at all times with its obligations under the data processing contract referred to in clause 29.2 above and shall only Process the Data Controller’s Data to the extent, and in such a manner, as is necessary for the purposes identified by the Data Controller and in the manner specified by the Data Controller and for no other purpose or in any manner except on the written instructions of the Data Controller or as required by any Laws. The Contractor shall not determine at any time the purpose or means of the Processing and, if it is so required by any Laws, the Contractor shall promptly notify the Data Controller before Processing the Data Controller’s Data unless prohibited by such Laws. The Contractor will keep a record of any Processing of the Data Controller’s Data it carries out under the Contract.

29.4 In addition to the provisions of any data processing agreement, where the Contractor processes Data Controller’s Data on behalf of either the Authority or the Chief Constable if applicable, the following provisions of this clause 29 shall apply.

29.5 The Contractor shall notify the Authority immediately if it considers that any of the Data Controller's instructions infringe the Data Protection Legislation.

29.6 The Contractor shall provide all reasonable assistance to the Data Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Data Controller, include:

(a) a systematic description of the envisaged Processing operations and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

29.7 The Contractor shall Process Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in the Data Processing Details Form and in accordance with the Data Controller ’s instructions if applicable from time to time and shall not Process the Personal Data for any other purpose. The Contractor will keep a record of any Processing of Personal Data it carries out under this Contract.

29.8 The Contractor shall promptly comply with any request from the Data Controller requiring the Contractor to amend, transfer or delete the Personal Data.

29.9 The Contractor shall only collect any Personal Data in a form which is fully compliant with the Data Protection Legislation which will contain a data protection notice informing the Data Subject of the identity of the Data Controller, the identity of any data protection representative it may have appointed, the purposes or purposes for which their Personal Data will be Processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, Processed to enable Processing in respect of the Data Subject to be fair.

29.10 If the Contractor receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data or to either Party's compliance with the Data Protection Legislation and the data protection principles set out therein, it shall immediately notify the Data Controller and it shall provide the Data Controller with full co-operation and assistance in relation to any such complaint, notice or communication.

29.11 At the Data Controller's request, the Contractor shall provide to the Data Controller a copy of all Personal Data held by it in the format and on the media reasonably specified by the Data Controller.

29.12 The Contractor shall not transfer the Personal Data outside the European Economic Area without the prior written consent of the Data Controller and in accordance with the Data Protection Legislation.

29.13 The Contractor shall promptly inform the Data Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Contractor will restore such Personal Data at its own expense.

29.14 The Contractor shall ensure that access to the Personal Data is, in accordance with the Data Protection Legislation, limited to:

(a) those employees who need access to the Personal Data to meet the Contractor's obligations under this Contract; and

(b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.

29.15 The Contractor shall ensure that all employees:

(a) are informed of the confidential nature of the Personal Data;

(b) have undertaken training in the Data Protection Legislation relating to handling Personal Data; and

(c) are aware both of the Contractor's duties and their personal duties and obligations under the Laws, the Data Protection Legislation and this Contract.

29.16 The Contractor shall take reasonable steps to ensure the reliability of any of the Contractor's employees who have access to the Personal Data including any vetting status required.

29.17 The Contractor shall provide the Data Controller with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.

29.18 The Contractor shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Data Controller or as provided for in this Contract in accordance with the Data Protection Legislation.

29.19 The Contractor warrants that:

(a) it will Process the Personal Data in compliance with the Data Protection Legislation;

(b) where applicable, it will comply with all obligations of any data Processing contract the Data Controller requires the Contractor to sign; and

(c) it will take appropriate technical and organisational measures against the unauthorised or unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure the Data Controller's compliance with the seventh data protection principle.

29.20 The Contractor shall notify the Data Controller immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract; or

(e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law.

29.21 The Contractor shall notify the Data Controller immediately if it becomes aware of any unauthorised or unlawful Processing, loss of, damage to or destruction of the Personal Data.

29.22 The Contractor shall, at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

29.23 The Contractor agrees to indemnify and keep indemnified and defend at its own expense the Data Controller against all costs, claims, damages or expenses incurred by the Data Controller or for which the Data Controller may become liable due to any failure by the Contractor or its employees or agents to comply with any of its obligations under this clause 29.

29.24 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

(a) notify the Data Controller in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Data Controller;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 29 such that they apply to the Sub-processor; and

(d) provide the Data Controller with such information regarding the Sub- processor as the Data Controller may reasonably require.

29.25 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.

29.26 The Contractor shall comply with the Authority’s or the Chief Constable’s baseline security requirements as updated from time to time by the relevant body and notified to the Contractor.

29.27 If requested by the Authority, the Contractor to enter into a Security Aspects Letter (“SAL”) with the relevant force if applicable and the Contractor shall comply with that the protocols set out in that SAL. In the event the Contractor fails to adhere to the SAL protocols, the Authority shall have the right to terminate this Contract and to recover from the Contractor the amount of any loss resulting from any such termination.

**30. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS**

30.1 The Contractor acknowledges that the Authority and the Chief Constable if applicable are subject to the requirements of the Freedom Of Information Act 2000, (FOIA), and the Environmental Information Regulations 2004 (EIR) and the Contractor agrees to assist and cooperate with the Authority and the Chief Constable if applicable (at the Contractor’s expense) as mandated by the Authority or Chief Constable if applicable in relation to these laws.

30.2 Any Requests received by the Contractor shall be forwarded to the Authority or Chief Constable immediately.

30.3 The provisions of clause 30 shall extend to Sub-contractors and the Contractor shall ensure compliance with this requirement.

30.4 The Contractor acknowledges that the Authority and the Chief Constable if applicable may, acting in accordance with the FOIA, or the EIR be obliged to disclose information relating to the Contract:

(a) without consulting with the Contractor; or

(b) following consultation with the Contractor and having taken the Contractor’s views into account: or

(c) in accordance with legislation and procedural transparency requirements.

30.5 Where it is necessary for the Contractor to provide information to the Authority which it believes to be information falling into the exemptions set out in the FOIA (“Exempt Information”), it shall state in writing to the Authority the nature of the information and the relevant exemption. The Authority will use reasonable endeavours to consult with the Contractor before disclosing such information under the FOIA. The Contractor acknowledges that the final decision whether to disclose such information will rest with the Authority and not with the Contractor. Nothing contained in this Contract or any documents or negotiations relating to this Contract shall prevent the Authority from disclosing any information which (in the Authority’s reasonable opinion or in accordance with any recommendation, notice or decision of a competent Authority) it is required to disclose under the FOIA.

30.6 The Contractor shall observe the Authority's Retention and Destruction Policy (details of which shall be provided by the Authority to the Contractor upon request) and shall not destroy information other than in accordance with this policy. If the Authority notifies the Contractor of a request for information held by the Contractor, which is due for destruction the Contractor shall immediately suspend destruction of that information to allow disclosure to take place. Upon the termination of this Contract the parties shall agree which party has the control of the retained information. Should the Contractor retain control of the information this clause 30 shall remain in force beyond the termination of this Contract.

30.7 The Contractor shall maintain an adequate records management system which will enable it to access the information within the time limits prescribed.

30.8 The Contractor shall indemnify the Authority against all claims, demands, actions, costs, proceedings and liabilities that the Authority directly incurs due to the Contractor's or any Sub-contractor breach of this clause 30 or any part of it.

**31. RE-TENDERING AND HANDOVER**

31.1 Within twenty eight (28) days of being so requested by the Authority, the Contractor shall provide, all the information necessary to enable the Authority to issue invitations to tender for the future provision of the Services including (but not limited to) the information relating to employees who will or may transfer as detailed in clause 31.2 below, and the Contractor hereby agrees to the use of such information for these express and any implied purposes. For the avoidance of any doubt all or any such information can be requested by the Authority at any time whether in relation to an intention to issue such an invitation or otherwise.

31.2 Where, in the opinion of the Authority, TUPE may apply to the Contract on its termination or expiration, the information to be provided by the Contractor under clause 31.1 shall include, as applicable, accurate information relating to the employees (whether of the Contractor or any Sub-contractor or other organisation) whose employment would or may be transferred pursuant to TUPE, including in particular but not limited to:

(a) the number of employees who would be transferred and their job titles, but with no obligation on the Contractor to specify their names save as permitted by TUPE;

(b) sufficient details of the work undertaken by each of the employees who will or may transfer under TUPE to enable the Authority and/or any replacement Contractor to take their own informed view as to whether TUPE will or could apply (including sufficient details, particulars and breakdown of working time as is reasonably required or requested);

(c) their dates of birth, sex, salary, length of service, hours of work, salary and/or pay rates, and any other factors affecting their redundancy entitlement, any specific terms applicable to those employees individually whether during their employment or on its termination;

(d) details of any disciplinary action taken within the previous two years in respect of the employees;

(e) details of any grievances brought by the employees in the previous two years;

(f) details of any outstanding claims arising from the employees’ employment or its termination including any claims which the Contractor believes those employees might bring; and

(g) the terms and conditions of employment applicable to those employees, including but not limited to probationary periods, information relating to pension entitlements or provision, periods of notice, current pay agreements and structures, special pay allowances, working hours, entitlement to annual leave (and details of how pay for annual leave is calculated), sick leave, maternity and special leave, injury benefit, redundancy rights, terms of mobility, any loan or leasing agreements, and any relevant collective agreements, facility time arrangements and additional employment benefits.

31.3 The Contractor shall comply with its obligations under TUPE where applicable (including without limitation its duties to inform and consult under Regulation 13 of TUPE) pursuant to this Contract and shall indemnify the Authority and the Chief Constable if applicable and any replacement Contractor against any claims sustained as a result of any breach of this clause or any award of compensation under Regulation 15 save where such failure arises from the failure of the Authority and/or the Chief Constable if applicable or any replacement Contractor to comply with its or their duties under Regulation 13 of TUPE.

31.4 The Contractor shall indemnify the Authority and the Chief Constable if applicable against any claim made against the Authority or the Chief Constable or any replacement Contractor at any time by any person in respect of the liability incurred by the Authority and/or the Chief Constable if applicable or any replacement Contractor arising from any deficiency or inaccuracy in information, which the Contractor is required to provide under clauses 31.1, 31.2 and/or TUPE.

31.5 The Contractor shall co-operate fully with the Authority and/or the Chief Constable if applicable during the handover arising from the completion or earlier termination of this Contract. This co-operation, during the setting up operations period of the replacement Contractor (if any), shall extend to allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition and if required, access to the Contractor’s employees including those who the Contractor considers will transfer pursuant to TUPE to the Authority and/or the Chief Constable if applicable or a replacement Contractor on the termination of this Contract.

31.6 The Contractor shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority and/or the Chief Constable if applicable, any replacement Contractor and/or any replacement sub-contractor to ensure the smooth transfer of any employees who transfer under TUPE on the termination of this Contract including providing sufficient information in advance of the transfer date to ensure that all necessary payroll arrangements can be made to enable the transferring employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Business Days following the transfer date, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Authority and/or the Chief Constable if applicable or, at the direction of the Authority and/or the Chief Constable if applicable, to any replacement Contractor and/or any replacement sub-contractor (as appropriate), in respect of each transferring employee:

(a) the most recent month's copy pay slip data;

(b) details of cumulative pay for tax and pension purposes;

(c) details of cumulative tax paid;

(d) tax code;

(e) details of any voluntary deductions from pay; and

(f) bank/building society account details for payroll purposes.

31.7 Where TUPE does not apply to the Contract on its termination or expiration, the Contractor shall retain all responsibility for outgoings in respect of its employees after the end of the Contract including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions, redundancy costs and otherwise and shall indemnify the Authority and the Chief Constable if applicable and any replacement Contractor against any claims sustained as a result of any breach of this clause.

32. EMPLOYEES AND TUPE

32.1 If TUPE applies to a number of staff engaged in the provision of services equivalent to the Services (or some of them) prior to the start of the Term of the Contract, the contracts of employment (together with any collective agreement) of such staff (subject to Regulation 4(7) of TUPE) will be from the Commencement Date as if they were originally made between the relevant staff member and the Contractor.

32.2 The Contractor shall take all necessary steps including those required by law to ensure that all employees, servants or agents of the Contractor and any Sub-contractors, their employees, servants or agents, employed in the execution of the Contract have the right to work in the United Kingdom, have complied and will in the future comply with any restrictions in force concerning their right to work in the United Kingdom (including but not limited to any restrictions on their hours of work) and are not claiming any benefit payable to jobseekers.

32.3 During the Term the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or to the Chief Constable if applicable any information they may reasonably require relating to the manner in which the Services are organised, which shall include, but is not limited to, the following:

(a) the numbers of employees engaged in providing the Services;

(b) the percentage of time spent by each employee engaged in providing the Services; and

(c) a description of the nature of the work undertaken by each employee by location.

32.4 The Contractor shall indemnify and keep indemnified the Authority and the Chief Constable if applicable against any loss incurred by the Authority and/or the Chief Constable or any replacement Contractor connected with or arising from any claim or proceedings by any trade union, elected employee representative or staff association made against the Authority and/or the Chief Constable if applicable or any replacement Contractor in respect of any or all of the Contractor’s staff or employees or any other employee of the Contractor or its Sub-contractors and which arises from or is connected with any failure by the Contractor to comply with its legal obligations in relation thereto whether under Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 or TUPE.

32.5 The Contractor shall indemnify and keep indemnified the Authority and the Chief Constable if applicable against any claim demand or loss incurred by the Authority and/or the Chief Constable if applicable or any replacement Contractor at any time whether connected with or arising from the employment of or any policy applicable to, or any collective agreement in respect of any of the Contractor’s staff or any other person at any time employed by (or engaged by) the Contractor or its Sub-contractors or otherwise including but not limited to any claims for: breach of contract; breach of policy; unfair dismissal; a redundancy payment; pay including a claim for unlawful deductions from wages and/or any claim in relation to holiday pay entitlement; discrimination; equal pay; industrial or personal injury; a claim for failure to consult, claims arising by virtue of custom and practice, any claims or demand from HMRC or any other statutory authority which relates to financial obligations but not limited to PAYE, and primary and secondary national insurance contributions; or otherwise relating to their employment by the Contractor save to the extent that the liability arises from any wrongful act by the Authority and/or the Chief Constable if applicable or its employees.

32.6 The Contractor shall indemnify and keep indemnified the Authority and the Chief Constable if applicable against any loss incurred from any change or proposed change to the terms and conditions of employment of any or all of the Contractor’s staff or any other employee of the Contractor or its Sub-contractors where such change is or is proposed to be effected following the transfer of any such person pursuant to this Contract and in respect of any loss incurred by the Authority and/or the Chief Constable if applicable or any replacement Contractor arising from the employment or proposed employment of any such person otherwise than on terms the same as those enjoyed by any such person immediately prior to such transfer.

32.7 Except with the prior written consent of the Authority, the Contractor shall not at any time after the Authority has served notice of the termination of the Contract, within twelve months of the date upon which the Contract will terminate in accordance with its provisions, or after the Contractor shall have otherwise become aware of the proposed termination or re-tendering of this Contract, any Contract or the provision by it of the Services in respect of any employee employed by or assigned by the Contractor or its Sub-contractors to the discharge of the Contract:

(a) vary any terms and conditions of employment of any employee or any policy or collective agreement applicable to any employee (provided always that this provision shall not affect the right of the Contractor to give effect to any pre-existing contractual obligation to any such employee);

(b) remove or replace any particular employee or significantly alter the proportion of work which such employee undertakes on work arising from the provision of the Services under this contract (unless requested by such employee or upon the resignation of such employee in which case the Contractor shall replace such person with another person of similar skills, qualifications and experience);

(c) increase or decrease the number of employees or Sub-contractors engaged in the discharge of the contract.

32.8 The Contractor shall indemnify and keep indemnified and hold harmless the Authority and the Chief Constable if applicable and any replacement Contractor from and against all liabilities whatsoever (to include legal expenses on a full indemnity basis) (and including but without limitation any claim by or liability to a Sub-contractor or any employee, agent or independent contractor of such Sub-contractor or any other person whatsoever) arising out of any breach by the Contractor or any of its Sub-contractors of clause 32.7.

32.9 The Authority and Contractor shall continue to monitor the performance and objectives of the Contract throughout its duration and to make any amendments or changes necessary to the Contract, or its performance or objectives in order further to promote equality, diversity and equal opportunity.

32.10 The Contractor shall notify the Authority immediately in writing as soon as it becomes aware of any investigation or proceedings brought against it in relation to equality, diversity or equal opportunity whether under the Act or otherwise.

32.11 Where any investigation is undertaken by a person or body empowered to conduct such an investigation and/or proceedings are instituted following such an investigation against the Contractor or against the Authority either in connection with any contract awarded to the Contractor or generally, the Contractor shall, without charge:

(a) provide any information requested by or on behalf of the Authority in the timescale allotted;

(b) attend and permit its employees, workers, agents, consultants and Sub-contractors to attend any meetings as required;

(c) allow the Authority access to and investigation of any information, documents or data deemed to be relevant to the investigation;

(d) allow itself and any of its employees, workers, agents, consultants and Sub-contractors to appear as witnesses in any proceedings; and

(e) co-operate fully with the person or body conducting the investigation.

32.12 Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Contractor, its staff, employees, workers, consultants, agents or Sub-contractors and where there is a finding against the Contractor in any such investigation or proceedings, the Contractor shall indemnify and keep indemnified and hold harmless the Authority and the Chief Constable if applicable with respect to all costs, charges and expenses (including legal and administrative expenses on an indemnity basis) incurred by the Authority and the Chief Constable if applicable during or in connection with any such investigation or proceedings and further indemnify and keep indemnified and hold harmless the Authority and the Chief Constable if applicable from and against all and any compensation, damages, costs, losses ,fines, penalties or other award (including any interest) the Authority or the Chief Constable may be ordered or required to pay.

32.13 If a finding of unlawful discrimination or breach of equal opportunities legislation (including but not limited to the Act) is made against the Contractor or against the Authority arising from the conduct of the Contractor or any of its employees, workers, consultants, agents or Sub-contractors, the Contractor shall take immediate remedial steps to prevent further recurrences and shall advise the Authority of the steps taken.

32.14 If the Contractor enters into any sub-contract as authorised in this Contract in connection with this Contract, it shall impose obligations and terms on its Sub-contractors which are identical to those imposed on it by this clause 32. The Authority expects that the Contractor will not Sub-contract to any person, organisation, business, service or group which has a poor history in regard to acts of unlawful discrimination. Any breach of this clause will be considered by the Authority as a fundamental breach of the contract between the Authority and the Contractor.

32.15 Without prejudice to its remedies set out above, the Authority may terminate the Contract if notice has been given to the Contractor of a substantial or persistent breach of this section providing that in the case of persistent breach the Contractor has been given a reasonable period to rectify the breach and the Contractor has failed to do so.

32.16 The Contractor shall comply with the Authority’s policies and procedures to prevent unlawful discrimination because of a Protected Characteristic from time to time.

32.17 The Contractor warrants that its own practices and procedures comply with the Equality Act 2010 and that its employees, workers, consultants and/or Sub-contractors are fully trained on matters relating to the prevention of unlawful discrimination and the promotion of equality and diversity and shall comply with the Authority’s policies and procedures to prevent unlawful discrimination because of a Protected Characteristic from time to time.

**33. VETTING**

33.1 The Authority may request any such employees of the Contractor, or any Sub-contractor, who are involved in performing the Services, that it deems necessary to undergo a security vetting procedure or have the Authority’s approval and secure vetting to the appropriate level prior to commencing any work on this Contract.

33.2 To facilitate the relevant vetting when so requested by the Authority, the Contractor shall provide a list of the names and addresses of all persons (if any) who it is expected will be engaged in the provision of the Services, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably require to permit appropriate security checking. This may include the requirement for the individuals concerned to provide personal details about family members and financial circumstances and make a personal declaration as to the accuracy of the information provided.

33.3 For the avoidance of doubt, where the Authority has requested employees to undergo security vetting, only employees who have completed the vetting process and/or received written confirmation of their successful application can work on this Contract.

33.4 If requested by the Authority, the Contractor will be responsible for the vetting costs of all employees, or any Sub-contractor, who are required to be vetted under clause 33.1 above.

33.5 The outcome of vetting and the decision from the Authority is final and binding. Employees who have not received vetting clearance by the Authority are not permitted to work on this Contract and the Contractor shall replace any of its employees who, the Authority shall have decided in its absolute discretion, have failed the appropriate security checking. The Authority shall not have to disclose why an employee has failed security checking. Following the removal of any of the Contractor’s employees for failing vetting, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Contract.

33.6 The Contractor is responsible for ensuring all personnel supporting the Contract, including but not limited to, Sub-contractors employees are successfully vetted in line with any vetting requested by the Authority and shall ensure throughout the term of the Contract that they are at all times compliant with the vetting requirements of the Authority

33.7 It is the Contractor’s responsibility to ensure all staff working on this Contract, who need to be vetted in accordance with clause 33.5 above, submit completed forms and supply any information required by the Authority’s vetting unit and any changes in circumstances that occur after vetting has taken place during the term of the Contract are notified to the Authority. Any delay in the performance of the Contract resulting from the Contractor’s employees or sub-contractor employees not submitting fully and accurately completed forms and submitting any further information required or from declined vetting applications shall be the responsibility of the Contractor.

33.8 The Contractor shall keep an accurate and up to date record of their vetted employees and sub-contractors employees and must ensure that vetting remains current for any individual involved in the delivery of this Contract.

**34. INDEPENDENT POLICE COMPLAINT COMMISSION**

34.1 The Contractor must ensure that their staff are made aware of the ability of the Independent Police Complaints Commission to investigate any matters reported to them under the Independent Police Complaints Commission (Complaints and Misconduct) (Contractors) Regulations 2015 including but not limited to the conduct of the Contractor and their staff.

**35. DISPUTE RESOLUTION PROCEDURE**

35.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it ("Dispute") then except as expressly provided in the Contract, the Parties shall follow the procedure set out in this clause:

(a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Person and the Contract Manager shall attempt in good faith to resolve the Dispute;

(b) if the Authorised Person and the Contract Manager are for any reason unable to resolve the Dispute within the reasonable timescale set out in the Dispute Notice, the Dispute shall be referred to the appropriate senior member of procurement staff of the Authority and a similarly suitable employee of the Contractor who shall attempt in good faith to resolve it; and

(c) if the appropriate employees referred to in clause 35.1(b) are for any reason unable to resolve the Dispute within a reasonable time of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ("ADR Notice") to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than the date set out in the ADR Notice.

35.2 Subject to clause 35.3 below, no Party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute until the mediation has taken place, provided that the right to issue proceedings is not prejudiced by a delay.

35.3 If the Dispute is not resolved at mediation or either Party fails to participate or to continue to participate in the mediation, the Dispute may be finally resolved by the courts of England and Wales in accordance with clause 42.10 in this Contract.

**36. TRANSPARENCY**

36.1 Following the publication of the Statutory Instrument 2012 – Amendment 2479 (http://www.legislation.gov.uk/uksi/2012/2479/made), all Police Forces of England and Wales have an obligation to make publicly available a copy of each contract with a value exceeding £10,000 to which (i) the elected local policing body, or (ii) the chief officer of the police force maintained by the body, is or is to be a party.

36.2 As part of the transparency agenda, Government has made the following commitments with regard to procurement and contracting:

(a) All new contracts over the value of £10,000 to be published in full online;

(b) All items of spending over £500 per month to be published online.

36.3 To meet this requirement the Authority intends to publish all contracts over a value exceeding £10,000 on the Freedom of Information (FOI) page of the Bluelight Procurement Database (www.blpd.gov.uk).

36.4 The full list of criteria for which redactions may be permitted as set out as follows:

(a) Exemptions (absolute or qualified) provided for by the Freedom of Information Act 2000, regarding the disclosure of information;

(b) Provisions provided for in the Public Contracts Regulations 2015, regarding the disclosure of confidential information;

(c) Protection of personal privacy as required under the Data Protection Act;

(d) The protection of Intellectual Property Rights (IPR);

(e) Third party confidential information e.g. contracts with foster carers and child minders.

36.5 Information and guidance on understanding exemptions and other FOI matters can be accessed from the Information Commissioner’s Office www.ico.gov.uk.

**37. BUSINESS CONTINUITY**

37.1 The Contractor shall ensure that it implements and maintains at all times a Business Continuity plan.

37.2 Where a Business Continuity Event affects the Authority, the Contractor shall comply with instructions from the Authority where applicable as to the order of priority in which the services should be restored.

37.3 The Contractor shall undertake regular risk assessments in relation to the provision of the Services not less than once every six (6) months (or such other period as the Parties agree in writing) (commencing from the start of the Contract) and shall provide the results of, and any recommendations in relation to, those risk assessments to the Authority promptly in writing following each review.

37.4 The Contractor shall establish, maintain and review its own internal processes and procedures with respect to the identification of any threats or risks to the provision of the Services, how such threats and risks may be mitigated and how the provision of the Services may be maintained in the event of any such identified threats or risks materialising.

**38. BARRED LIST**

38.1 This clause 38 shall apply where the Services being provided under the Contract include functions of a public nature which relate to policing and law enforcement.

38.2 In accordance with the Part 4A of the Police Act 1996, no employees of the Contractor, or any Sub-contractor, are permitted to be involved in the provision of the Services if they are on the police barred list published from time to time by the College of Policing (“Barred List”).

38.3 The Contractor is responsible for ensuring all personnel supporting the contract, including but not limited to, Sub-contractors employees are not on the Barred List and shall ensure throughout the term of the Contract that they are at all times compliant with the requirements of clause 38.2 above.

38.4 To enable the Authority to comply with its duties under Part 4A of the Police Act 1996, when so requested by the Authority, the Contractor shall provide a list of the names of all persons who it is expected will be engaged in the provision of the Goods and/or performance of the Services, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably require to permit the Barred List and the Police Advisory List to be checked.

38.5 The outcome of any check made pursuant to clause 38.4 above and the decision from the Authority in respect of the same is final and binding. Employees who are found by the Authority or notified to the Authority as being on the Barred List are not permitted to work on this Contract and the Contractor shall replace any of its employees or Sub-contractor’s employees who are on the Barred List.

38.6 Following the removal of any of the Contractor’s or Sub-contractor’s employees in accordance with clause 38.5 above, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Contract.

**39. MANAGEMENT CHARGES AND INFORMATION**

39.1 In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Authority which incorporate the data described in the MI Reporting template which is:

(a) the total contract revenue received directly on a specific contract;

(b) the total value of sub-contracted revenues under the contract(including revenues for non-SMEs/non-VCSEs); and

(c) the total value of sub-contracted revenues to SMEs and VCSEs.

39.2 The SME Management Information Reports shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Authority from time to time. The Contractor shall use the initial MI Reporting Template which is set out in the Annex to Public Procurement Policy Note 01/08: Supply Chain Visibility Action and which may be changed from time to time (including the data required and/or format) by the Authority by issuing a replacement version. The Authority shall give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

39.3 The Contractor further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Authority.

**40. FORCE MAJEURE**

40.1 Subject to the remaining provisions of this clause 40 (and, in relation to the Contractor, subject to its compliance with its obligations in clause 37), a Party may claim relief under this clause 40 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Contractor in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-contractor or Contractor shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or Contractor is itself impeded by a Force Majeure Event from complying with an obligation to the Contractor.

40.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

40.3 If the Contractor is the Affected Party, it shall not be entitled to claim relief under this clause 41 to the extent that consequences of the relevant Force Majeure Event:

(a) are capable of being mitigated by any of the Services but the Contractor has failed to do so; and/or

(b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.

40.4 Subject to clause 40.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

40.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Contractor is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

40.6 Provided the Affected Party has complied with the clauses above, it shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations which is as a result of a Force Majeure Event and the time for performance of such obligations shall be extended accordingly.

40.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.

40.8 Relief from liability for the Affected Party under this Clause 40 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under clause 40.7.

40.9 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 6 weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving 4 weeks' written notice to the Affected Party.

**41. SUPPLY CHAIN RIGHTS AND PROTECTIONS**

**Appointment of Sub-contractors**

41.1 The Contractor shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Contractor is able to:

(a) manage any Sub-contractors in accordance with Good Industry Practice;

(b) comply with its obligations under this Contract in the delivery of the Services; and

(c) assign, novate or otherwise transfer to the Authority or any replacement Contractor any of its rights and/or obligations under each Sub-contract that relates exclusively to this Contract.

41.2 Prior to sub-contracting any of its obligations under this Contract, the Contractor shall notify the Authority in writing of:

(a) the proposed Sub-contractor’s name, registered office and company registration number;

(b) the scope of any Services to be provided by the proposed Sub-contractor; and

(c) where the proposed Sub-contractor is connected to the Contractor, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on "arm’s-length" terms.

41.3 If requested by the Authority within 10 Working Days of receipt of the Contractor’s notice issued pursuant to clause 41.2, the Contractor shall also provide:

(a) a copy of the proposed Sub-contract; and

(b) any further information reasonably requested by the Authority.

41.4 The Authority may, within 10 Working Days of receipt of the Contractor’s notice issued pursuant to clause 41.2 (or, if later, receipt of any further information requested pursuant to clause 41.3), object to the appointment of the relevant Sub-contractor if it considers that:

(a) the appointment of a proposed Sub-contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Authority;

(b) the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other Contracting Authorities;

(c) the proposed Sub-contractor employs unfit persons; and/or

(d) the proposed Sub-contractor should be excluded in accordance with clause 41.12;

in which case, the Contractor shall not proceed with the proposed appointment.

41.5 If the Authority has not notified the Contractor that it objects to the proposed Sub-contractor’s appointment by the later of 10 Working Days of receipt of:

(a) the Contractor’s notice issued pursuant to clause 41.2; and

(b) any further information requested by the Authority pursuant to clause 41.3;

the Contractor may proceed with the proposed appointment.

41.6 Except where the Authority has given its prior written consent, the Contractor shall ensure that each Sub-contract shall include:

(a) provisions which will enable the Contractor to discharge its obligations under this Contract;

(b) a right under Contracts (Rights of Third Parties) Act 1999 for the Authority to enforce any provisions under the Sub-contract which are capable of conferring a benefit upon the Authority;

(c) a provision enabling the Authority to enforce the Sub-contract as if it were the Contractor;

(d) a provision enabling the Contractor to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-contract to the Authority or any Replacement Contractor without restriction (including any need to obtain any consent or approval) or payment by the Authority;

(e) obligations no less onerous on the Sub-contractor than those imposed on the Contractor under this Contract in respect of:

(a) data protection requirements set out in clause 30 (Data Protection);

(b) FOIA requirements set out in clause 31 (Freedom of Information and environmental information regulations);

(c) vetting requirements set out in clause 33 (Vetting); and

(d) the keeping of records in respect of the services being provided under the Sub-contract in accordance with clause 42 (Records and Audits access);

(f) provisions enabling the Contractor to terminate the Sub-contract on notice on terms no more onerous on the Contractor than those imposed on the Authority under this Contract;

41.7 The Contractor shall not terminate or materially amend the terms of any Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.

**Supply chain protection**

41.8 The Contractor shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Contractor’s supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions:

(a) giving the Contractor a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour law;

(b) requiring the Contractor or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;

(c) that if the Contractor or other party fails to consider and verify an invoice in accordance with sub-clause (b), the invoice shall be regarded as valid and undisputed for the purpose of sub-clause (d) after a reasonable time has passed;

(d) requiring the Contractor or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding 30 days of verifying that the invoice is valid and undisputed;

(e) giving the Authority a right to publish the Contractor’s compliance with its obligation to pay undisputed invoices within the specified payment period; and

(f) requiring the Sub-contractor to include a clause to the same effect as this clause in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract

41.9 The Contractor shall pay any undisputed sums which are due from it to a Sub-contractor within 30 days of verifying that the invoice is valid and undisputed;

**Termination of Sub-contracts**

41.10 The Authority may require the Contractor to terminate a Sub-contract where:

(a) the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to clause 20 (Termination);

(b) the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law;

(c) there is a Change of Control of the relevant Sub-contractor, unless:

(i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or

(ii) the Authority has not served its notice of objection within 6 months of the later of the date the Change of Control took place or the date on which the Authority was given notice of the Change of Control.

**Retention of Legal Obligations**

41.11 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 41, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. In respect of any element of the Services delivered by the Contractor and/or which are Sub-contracted by the Contractor, an obligation on the Contractor to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Contractor to procure that employees of the Contractor and the Sub-contractor also do or refrain from doing such act or thing in their delivery of those elements of the Services.

**Exclusion of Sub-contractors**

41.12 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the Public Contracts Regulations 2015, then:

(a) if the Authority finds there are compulsory grounds for exclusion, the Contractor shall replace or shall not appoint the Sub-contractor;

(b) if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Contractor to replace or not to appoint the Sub- contractor and the Contractor shall comply with such a requirement.

**42. RECORDS AND AUDIT ACCESS**

42.1 The Contractor shall keep and maintain for seven (7) years after the Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Authority.

42.2 The Contractor shall keep the records and accounts referred to in clause 42.1 in accordance with Good Industry Practice and all Laws.

42.3 The Authority shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services save insofar as the Contractor accepts and acknowledges that control over the conduct of audits carried out by the Auditors is outside of the control of the Authority.

42.4 Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:

(a) all information within the scope of the audit requested by the Auditor;

(b) reasonable access to any sites controlled by the Contractor and to equipment used in the provision of the Services; and

(c) access to the Contractor's personnel.

42.5 If an audit reveals that the Contractor has overpaid any charges due in respect of any one year then, without prejudice to the Authority’s other rights under this Contract, the Contractor shall reimburse the Authority such overpaid charges and its reasonable costs incurred in relation to the audit.

42.6 If an audit reveals that a Material Breach has been committed by the Contractor, the Authority shall be entitled to terminate this Contract.

42.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit reveals a Default by the Contractor in which case the Contractor shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the audit.

**43. GENERAL**

43.1 **Assignment and subcontracting**

(a) The Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract in the event of a change in the legal status of the Authority by reason of any statute.

(b) The Contractor must not assign, transfer or sub-let the Contract or any part, share or interest in it either directly or indirectly to any person and shall not sub-contract except in accordance with the terms of the Contract.

(c) The Contractor will be liable under this Contract irrespective of any sub-contracting.

(d) If there is a breach of the provisions of this condition, the Authority shall be entitled to cancel the Contract immediately and clause 20 will apply.

43.2 **Notices**

(a) Any notice or other communication given to a Party under or in connection with the Contract shall be in writing, addressed to the that Party at its registered office (if it is a company) or its principal place of business or such other address as either Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or fax.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 43.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

43.3 **Severance**

(a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

43.4 **Variation**

Subject to clause 8, no variation of this Contract, any Order, Order Amendment or any document referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties (save for any documents referred to in this Contract which may expressly or implicitly vary from time to time). In the case of the Authority this must be by an Authorised Person.

43.5 **Waiver**

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

43.6 **Third party rights**

(a) Except as expressly provided in clause 43.6(b) below, a person who is not party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

(b) The Chief Constable also has the benefit of this Contract and is able to enforce all the Contractor’s obligations set out in the Contract.

(c) The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to any other party.

43.7 **Counterparts**

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**44. BREXIT**

44.1 In the event of Brexit, if either Party considers that the consequences of Brexit materially increase the costs of it performing its obligations under this Agreement and/or reduces its income under this Agreement and/or otherwise adversely affects the benefit it derives from this Agreement, such Party may give notice to the other of the same, and shall promptly supply such details and evidence of such consequences as may reasonably be required by the other Party). Within fourteen (14) days of the other Party receiving such notice, the Parties shall discuss in good faith and agree whether any amendments are required to this Agreement as a result of Brexit, such that the provisions of this Agreement maintain the same overall balance of obligations, benefits, liabilities and risk between the Parties as applied at the date of this Agreement. The Parties agree that the imposition of tariffs and other trade barriers relating to the subject matter of this Agreement and not in existence at the date of the Agreement shall be considered a change in the overall balance.

**SCHEDULE 6**

**SPECIAL TERMS & CONDITIONS**

**\*\* THE TERMS & CONDITIONS STATED BELOW MUST REMAIN AT ALL TIMES\*\***

**1. FORCE PROPERTY**

1.1 There may be instances where Contractor’s members of staff are issued with ID cards and Box keys so they can access Force premises when required, if any Contractor’s members of staff leave their position. It is the responsibility of the Contractor to return any items of Force property which have been issued for security reasons. The Force reserves the right to charge the Contractor for any replacement items.

**2. STANDARDS OF PROFESSIONAL BEHAVIOUR EXPECTED FROM THE CONTRACTOR’S STAFF WORKING ON POLICE CONTRACTS**

**Introduction**

2.1 Public confidence in the police service means that all individuals within the police family demonstrate the highest level of personal professional standards of behaviour. Contractor’s and all their staff are working for the Participants are an important part of that police family, providing services through various activities that they perform. It is critical that Contractor’s act, and are seen to act in the best interests of the service at all times, and that they treat all with whom they come into contact with dignity and respect.

2.2 The standards set out below reflect the expectations that the police service have on how Contractor’s Staff behave. They are not intended to describe every situation, but rather to set a framework, which everyone can easily understand.

2.3 Breach of these standards may damage confidence in the police service, which is totally unacceptable. Consistent or serious breaches of the standards will lead to appropriate action which may result in the removal of individuals from Force Establishments.

**Honesty and Integrity**

2.4 Contractor’s Staff must remain honest, act with integrity and do not compromise or abuse their position.

2.5 Contractor’s Staff will act with integrity and remain open and truthful in their dealings with the public and their colleagues, so that confidence in the Participants is secured and maintained.

2.6 The Contractor’s Staff must not unnecessarily obstruct Police Staff in:

1. The investigation of crime
2. The protection of life or property
3. The obtaining and preservation of evidence and in particular not act in such a way as might:-
4. Result in the loss or destruction of forensic evidence
5. Prejudice the evidential value of any such evidence
6. Prevent or interfere with the obtaining of evidence

**Respect and Courtesy**

2.7 Contractor’s Staff must act with self-control and tolerance, treating members of the public and colleagues with dignity, respect and courtesy.

2.8 Individuals should not abuse their powers or authority and respect the rights of all.

2.9 Contractor’s staff must never abuse their authority or any powers entrusted to them. The public have the right to expect that such powers be used professionally, impartially and with integrity.

2.10 Behaviour, which in any way is deemed offensive or demeaning is not acceptable and forms a serious breach of the standards.

**Equality and Diversity**

2.11 Contractor’s Staff must act with fairness and impartiality ensuring that they do not discriminate unlawfully or unfairly.

2.12 Contractor’s Staff must pay due regard to the need to eliminate unlawful discrimination and promote equality of opportunity. The Participants are determined to ensure that no member of the public or the police family including temporary/agency staff and Contractor’s receives less favourable treatment because of pregnancy and maternity, their gender, marital status, sexual orientation/sexuality, disability, race, age, religion/belief, and nationality, ethnic or national origins.

**Use of Restraint**

2.13 Contractor’s Staff must only use restraint as part of their role and responsibilities to the extent that is necessary, proportionate and reasonable in all the circumstances.

2.14 Contractor’s Staff in specific designated roles may need to use restraint in carrying out their work. This must be a last resort and only after other means have proven ineffective.

**Instructions**

2.15 Contractor’s Staff must only give and carry out reasonable instructions and must follow all reasonable instructions and abide by relevant Force policy.

2.16 Contractor’s Staff shall not give or carry out instructions, which an individual would conclude as unreasonable.

**Work and Responsibilities**

2.17 Individuals should remain diligent in the exercise of their work and responsibilities.

2.18 Contractor’s Staff shall not knowingly neglect their work or responsibilities and will have a responsibility to exercise reasonable care to prevent injury, loss of life or loss/damage to the property of others.

**Confidentiality**

2.19 Contractor’s Staff must treat information with respect and access or disclose it only in the proper course of their work.

2.20 Information that comes into the possession of the Contractor’s Staff in the course of their work should be treated as confidential and only disclosed to those authorised to receive it. Such information must not be used for personal gain or benefit, or be passed on to others who may use it in this way.

**Fitness at Work**

2.21 When at work personnel must be fit to carry out their duties.

2.22 Individuals must not make themselves unfit or impaired for work as a result of drinking alcohol, using a substance for non-medical purposes or intentionally misusing a prescribed drug.

2.23 Where an individual becomes aware of any health concerns that may impair their ability to perform their work they should seek guidance from their relevant line manager / supervising officer for the Contractor, and if appropriate reasonable adjustments may be made.

**Discreditable Conduct**

2.24 All individuals must ensure they behave in a manner, which does not discredit the police service or undermine public confidence in the police service.

2.25 All individuals must report any caution or conviction against them for a criminal offence.

2.26 The behaviour of Contractor’s Staff on duty reflects on the image of the Participants and therefore they should not engage in any activities, which could bring discredit upon the Force.

2.27 Standards of individual dress are important in presenting a professional image amongst the public and colleagues. Contractor’s Staff must maintain a standard of appearance appropriate to their individual role.

**Challenging and Reporting Improper Conduct**

2.28 All individuals must report, challenge or take action against the conduct of colleagues, which have fallen below the standards of professional behaviour.

2.29 The Participants expect Contractor’s Staff to uphold standards of professional behaviour by taking appropriate action if they come across the conduct of a colleague, which has fallen below these standards. They should never ignore such conduct they must report it to their relevant line manager / supervising officer for Contractor’s.

**Adherence to Participants Policies**

2.30 Whilst on Participants Establishments Contractor’s Staff must comply with any policies which will be made available upon request. Particular attention is drawn to policies in relation to legitimate use of IT and transmission and storage of data

**General**

2.31 In any documentation issued as part of this procurement process, except where the context otherwise requires:

2.31.1 words importing one gender include all other genders and words importing the singular include the plural and vice versa;

2.31.2 enactment means any statute or statutory provision (whether of the United Kingdom or elsewhere), subordinate legislation (as defined by section 21(1) Interpretation Act 1978) and any other subordinate legislation made under any such statute or statutory provision;

2.31.3 a reference to any enactment shall be construed as including a reference to:

i) any enactment which that enactment has directly or indirectly replaced (whether with or without modification); and

ii)that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of the document,

**SCHEDULE 7**

**FORM of TENDER**

Tenders are invited for The Provision of PSU Overalls.

Period: 3 years initial term with optional extension period of 1 x 12 months.

To: **Northumbria Police**.

I/We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter called ‘’the CONTRACTOR’’)

1 We hereby offer to supply The Police and Crime Commissioner for Northumbria , (hereinafter known as "the Commissioner" or ‘’Force’’) in accordance with the terms and conditions of contract as determined within the Tender Documents, the Goods or Service(s) specified within said Tender Documents.

2 We hereby submit a form of tender at the rates of prices specified in the Schedule of Rates for the specified period.

3 We agree to enter into a formal agreement with The Police and Crime Commissioner for Northumbria, when so required by The Police and Crime Commissioner for Northumbria, embodying this offer, in accordance with the terms and conditions of contract as determined within the Tender Documents, at such time as we may be called upon to do so. Until such an agreement is completed, we agree that this offer together with written acceptance from The Police and Crime Commissioner for Northumbria shall constitute a legal and binding contract between The Police and Crime Commissioner for Northumbria and ourselves.

|  |  |  |
| --- | --- | --- |
| **Signed for and on behalf of [the Contractor] by its authorised representative** | | |
| **Signature:** | **Signature:** | ………………..………………… |
| **Name:** | **Name:** | ………………..………………… |
| **Title:** | **Title:** | ………………………………….. |
| **Date:** | **Date:** | ………………………….………. |

**SCHEDULE 8**

**CERTIFICATE of NON COLLUSION & CANVASSING**

Tenders are invited for The Provision of PSU Overalls.

Period: 3 years initial term with optional extension period of 1 x 12 months

To:

Date:

**Statement of non-canvassing**

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Authority or Police Force in connection with the course of the proposed award of the Contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Authority or Police Force in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

**Statement of non-collusion**

The essence of selective tendering for the Contract is that the Authority shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that if selected to be invited to tender I will submit a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

* communicate to a person other than the Authority or Police Force , the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
* enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

* offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.
* I/we agree that the Authority may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

|  |  |  |
| --- | --- | --- |
| **Signed for and on behalf of [the Contractor] by its authorised representative** | | |
| **Signature:** | **Signature:** | ………………..………………… |
| **Name:** | **Name:** | ………………..………………… |
| **Title:** | **Title:** | ………………………………….. |
| **Date:** | **Date:** | ………………………….………. |

**SCHEDULE 9**

**DECLARATIONS**

**THIS AGREEMENT** is made on the (Enter Date Office use only)

**BETWEEN:**

**POLICE and CRIME COMMISSIONER for NORTHUMBRIA** , of 2nd Floor, Victory House, Balliol Business Park, Longbenton, Newcastle, NE12 8EW (hereinafter known as "the Commissioner" or ‘’Lead Force’)

(Enter Contractors Name and Address Office use only) (**‘the Contractor’**)

**Recitals**

The Authority has agreed to appoint the Contractor to deliver Goods / Services hereunder to Northumbria Police.

The Contractor agrees to deliver Goods / Services in accordance with the terms and conditions set out herein.

**In witness of which the parties have caused this agreement to be executed by the duly authorised representatives of the parties:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed for and on behalf of Northumbria Police or OPCC for Northumbria by its authorised representative** | | **Signed for and on behalf of [the Contractor] by its authorised representative** | |
| **Signature:** | ………………………………… | **Signature:** | ………………..………………… |
| **Name:** | ………………………………… | **Name:** | ………………..………………… |
| **Title:** | ………………………………… | **Title:** | ………………………………….. |
| **Date:** | ………………………………… | **Date:** | ………………………….………. |