**INSERT PCC/PFCC/CA LOGO**

**FORM OF CONTRACT**

**Contract no. [Insert Number]**

**For**

**[Insert Title]**

**[Insert Date] to [Insert Date]**

If Contract is let prior to vetting being completed, endorse

This Contract is ‘subject to satisfactory vetting’ and any work which takes place will be at the supplier’s risk, with no compensation being provided if vetting is unsatisfactory and the contract award may be terminated at the Forces’ option

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# Section One: Form of Contract

THIS CONTRACTis made on [Insert Date] between;

[The Police and Crime Commissioner for [Insert force name and address] or [The West Yorkshire Combined Authority [Insert address](“the Authority”)] or

[The Police, Fire and Crime Commissioner for [ ] for and on behalf of itself and the Police and Crime Commissioner for [ ], the Police and Crime Commissioner for [ ], the Police and Crime Commissioner for [ ] and the Police and Crime Commissioner for [ ] of [ ], The West Yorkshire Combined Authority (“the Authority”)]

and

[Insert supplier name and address] (Supplier)

**BACKGROUND**

The Authority wishes to arrange for the provision of a [Insert Title]

The Authority has accepted a Tender by the Supplier for the Contract.

**IT IS AGREED:**

1. In this Contract words and expressions shall have the meanings assigned to them in the General Terms and Conditions referred to in Section Two.

## The Contract shall take effect on [the Commencement Date] and shall expire upon [the Expiry Date ], unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause 3 below.

## The Authority may extend the duration of the Contract beyond [the Expiry Date] pursuant to clause 4 below. The provisions of the Contract will apply throughout any such extended period.

## For the purposes of clause 3, the Authority may extend the duration of the Contract beyond [the Expiry Date] for a further period of up to [two years] on giving reasonable written notice to the Supplier prior to the [Expiry Date].

1. The following documents (“the Contract Documents”) shall be deemed to form and be construed as part of the Contract: [Amended as appropriate]
   1. Tender Response
   2. The Tender Schedules
   3. The Clarification letters (attached) dated:-
   4. The Sections annexed to this Contract
   5. Any Purchase Order generated in accordance with the Contract
   6. Any signed Change Control Notice
2. In the event of any conflict between the provisions they shall be read in the following order: [Amended as appropriate]
   1. The Specification
   2. Schedule of Rates referred to in Section Five
   3. Any signed Change Control Notice
   4. Service Level Agreement set out in Section Four
   5. Special Conditions set out in Section Three
   6. The General Terms and Conditions set out in Section Two
   7. The relevant Purchase Order
   8. The Tender Response and any clarification letters.
3. [Where the data being processed by the Supplier belongs to the Chief Constable rather than the PCC/PFCC/CA , add the following statement:]

The parties to this Contract acknowledge that the Authority is the contracting entity for the Chief Constable of [policing region] which is the legal entity for the operational delivery of the police force and the Data Controller (as defined in the General Terms and Conditions).

1. In consideration of the payments to be made by the Authority to the Supplier as provided in the Contract Documents the Supplier agrees with the Authority to provide to the entire satisfaction of the Authority the Services/Goods/works in accordance with this Contract.
2. The Authority agrees with the Supplier to pay the Supplier in consideration of the provision of the Services/Goods/works such sums as are provided at the times and in the manner provided for by the Contract Documents.
3. A contract let prior to vetting being completed, will be **subject to satisfactory vetting** and any work which takes place will be at the supplier’s risk, with no compensation being provided if vetting is unsatisfactory

**Signed** …………………………………… ……………………………………….

(Authorised) (Position)

…………………………………… ……………………………………

(Print Name) (Date of Signature)

on behalf of [insert Supplier name]

**Signed** …………………………………… ……………………………………….

(Authorised) (Position)

…………………………………… ……………………………………

(Print Name) (Date of Signature)

on behalf of the Authority

# Section Two: General Term and Conditions

[Insert regional T&C’s]

# Section Three: Special Conditions

## ADD ANY SPECIFIC SPECIAL CLAUSES FOR THE PROJECT THAT WERE ISSUED AS PART OF THE ITT.

## (DO NOT AMEND THE GENERAL TERMS AND CONDITIONS AS THESE CONDITONS WILL OVERRIDE THOSE)

# Section Four: Specification

[Insert specification]

# Section Five: Schedule of Rates

[Insert Pricing Schedule if any]

**Section Six: Change Control Notice**

|  |  |
| --- | --- |
|  |  |

**CONTRACT VARIATION / CHANGE**

|  |  |
| --- | --- |
| **CONTRACT TITLE:** |  |
| **CONTRACT REF:** |  |
| **CHANGE No:** |  |
| **DATE:** |  |

**BETWEEN:**

|  |  |  |
| --- | --- | --- |
| **[ ]**  **(hereinafter called “the Authority”)** | **&** | **[ ]**  **(hereinafter called “the Supplier”)** |

1. With effect from the Contract shall be changed as follows:

|  |
| --- |
| **With regard to:-**    Clause shall be amended to include the following definitions:  Clause shall be amended in its entirety to read:  Clause shall be deleted in its entirety.  The following will be added at clause |

1. Words and expressions in this Contract Change Form shall have the meanings given to them in the Contract.
2. The Contract, including any previous Contract Changes, shall remain effective and unaltered except as amended by this Contract Change.

**SIGNED:**

|  |  |
| --- | --- |
| For: The Authority | For: The Supplier |
| By: | By: |
| Full Name: | Full Name: |
| Title: | Title: |
| Date: | Date: |

# Schedule Seven: Service Level Agreement/Delivery Agreement

**[EXAMPLE SLA FOR REFERENCE - PLEASE REPLACE**

**Use a delivery agreement if Goods only contract]**

**Goods/Services Covered**

This service level agreement/delivery agreement sets out the delivery standards and service to be provided by **“The Supplier”** to the end users of the **XXXX** **Contract**.

It is the intention of this Service Level Agreement (SLA)/Delivery Agreement to provide an effective system of performance indicators that will show that the contract is providing a reliable and timely service at an agreed price to an agreed quality standard.

The measures in place are expected to facilitate

* Improvements in supply performance
* Appropriate improvements to the uniform
* Customer satisfaction

**Performance Measurements**

The Supplier is expected to meet the following performance indicators.

Performance will be reviewed each month.

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI No** | **Activity Description** | **Measurement**  **Frequency** | **Target** |
| **Delivery** | | | |
|  | **Delivery: X working days**  Delivery time should be measured from the point that the Supplier receives the order at the agreed cut off time/date to the point that the delivery of an item is signed for by the Authority at the specified delivery address.  (Delivered on time/total number of deliveries) | Monthly | 95% |
| **Quality** | | | |
|  | **Product Quality**  In relation to quality of the uniform delivered to the end user in line with the tender specification.  (Number of items returned / Number of items delivered) | Monthly | 98% |
|  | **Returns**  To provide an analysis of returns to identify trends in returns of single items, sizes etc.  (Number of items returned for any reason / Number of items delivered) | Monthly | 95% |
|  | **Customer Satisfaction**  (Customer perception of products/services taken from agreed Customer satisfaction survey) | Annual | 91% |
|  | **Complaints** | Monthly | Reductions in levels of formal complaints year on year |
| **Finance** | | | |
|  | **Invoice Accuracy**  (Number of accurate and on time invoices/total number of invoices) | Annual | 98% |
| **Service** | | | |
|  | **Response Times: 2 Days**  Response time is defined as “the time it takes for the Supplier to acknowledge receipt after an enquiry has been made to the Supplier”.  (Response on time/total no. of responses) | Monthly | 90% |
|  | **Resolution Times: 7 working days**  (Number of resolutions on time/total no. of resolutions) | Monthly | 90% |
|  | **First Time Resolution** First Time resolutions is defined as “the volume of resolved queries per product resolved first time that did not require additional action within 4 weeks”.  (Number of first time resolutions /total no. of resolutions) | Monthly | 95% |
|  | **Management Information**  The Supplier undertakes to provide the following management information;  A monthly report showing, for all orders that were due for delivery in that month, from each force, in the monthly period;  **Product**   * **Delivery**   + Customer order reference   + order number   + product code   + Date of order receipt   + Due date for delivery   + Actual despatch date   + Quantity on order   + Quantity delivered ‘on time’, or ‘early’   + Quantity delivered ‘late’ (i.e. after due date)   + Percentage delivered ‘on time’, ‘early’, or ‘late’   + All orders placed in the month, but not due for delivery until the following quarter, to be shown as ‘Not Due’.   + Balance to deliver on order (i.e. not yet delivered)   + Number of days early, or late * **Quality**   + Quality returns (e.g. garment or fabric problems)     - Number of returns for quality reasons     - Total percentage     - Trends   + Total Returns (e.g. picking error, wrong size, faulty)     - Number of returns for any reason     - Total percentage     - Trends   + Complaints     - Number     - Trends   **Finance**   * Percentage invoice accuracy   **Service**   * Queries and complaints   + Percentage responded to on time   + Trends in queries / complaints   + Percentage resolved on time   + Percentage resolved first time   This management information will be provided in electronic format, as an Excel Worksheet attached to an e-mail.  The report will be accurate and distributed within 10 working days of the month end to all recipients advised by The Authority. | Annually | 98% |
| **Design & Innovation** | | | |
|  | **Corporate Social Responsibility**  [As at the commencement of this Service Level Agreement] or [As soon as practicable following the commencement of this Service Level Agreement] the Supplier shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Supplier agrees that for the duration of this Memorandum of Understanding, it shall permit and enable the Lead Authority to have access to the information relating to the Supplier that subsists in such ethical supplier database. | Annually | 100% |
|  | **Include the Questions from the ITT on Social Value** | Annually | Add the value the Supplier bid in the tender |
|  | **Include the Questions from the ITT on Social Value** | Annually | Add the value the Supplier bid in the tender |
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|  | **Include the Questions from the ITT on Social Value** | Annually | Add the value the Supplier bid in the tender |
|  | **Continuous Improvement**  Suggest and demonstrate improvements or innovations in relation to this contract.  A minimum of 3 expected per year, 1 of which is to have sustainable / social value outcomes. | Annually | 100% |

# Section Eight: Key Contacts

[Insert Supplier Key Contacts]

[Insert Authority Key Contacts]

# Section Nine: Tender Response and clarifications letters

# Section Ten: Data Processing Contract

On advice of information management include and incorporate into this Contract either:

Chief Constable Data Processing Contract

PCC/PFCC/CA Data Processing Contract

If the Supplier is Joint Controller, change this section to Joint Data Control Agreement

If the DPC is not yet completed, state it is pending and add as soon as it is ready. As a minimum if the Supplier is processing data, the following table should be completed:

Processing Personal Data

* 1. The contact details of the Authority’s Data Protection Officer are: [Insert Contact details]
  2. The contact details of the Supplier’s Data Protection Officer are: [Insert Contact details]
  3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
  4. Any such further instructions shall be incorporated into this Section..

|  |  |
| --- | --- |
| Description | Details |
| Identity of Controller for each Category of Personal Data | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority/Chief Constable is the Controller and the Supplier is the Processor of the following Personal Data:   * [Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the PCC/PFCC/CA]   Business contact details of Supplier Personnel,   * Business contact details of any directors, officers, employees, agents, consultants and Suppliers of the PCC/PFCC/CA (excluding the Supplier Personnel) engaged in the performance of the PCC’s/PFCC/CA’s duties under this Agreement). * [Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt.   e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the PCC/PFCC/CA cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the PCC/PFCC/CA] |
| Duration of the processing | [Clearly set out the duration of the processing including dates] |
| Nature and purposes of the processing | [Please be as specific as possible, but make sure that you cover all intended purposes.  The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.  The purpose might include: employment processing, statutory obligation, recruitment assessment etc] |
| Type of Personal Data | [Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc] |
| Categories of Data Subject | [Examples include: Staff (including volunteers, agents, and temporary workers), PCC’s/PFCC’s / CA / clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc] |
| Plan for return and destruction of the data once the processing is complete.  UNLESS requirement under union or member state law to preserve that type of data | [Describe how long the data will be retained for, how it be returned or destroyed.] |

# Section Eleven: Security Standards Agreement

Also attach this to the contract if applicable.