



**WEST YORKSHIRE
POLICE**



**West
Yorkshire
Combined
Authority**

**Tracy
Brabin
Mayor of
West Yorkshire**

FORM OF CONTRACT

Contract No. 086-TRAN-25

for

**Provision of Collision Repair Services to Police and Third Party-
Vehicles**

6th December 2025 to 5th December 2028

(with an option to extend for two (2) further twelve (12) month periods)

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

Table of Contents

Contents

Section One: Form of Contract.....	3
Section Two: General Term and Conditions.....	5
Section Three: Special Conditions	56
Section Four: Statement of Requirements.....	57
Section Five: Schedule of Rates / Pricing Schedule	73
Section Six: Change Control Notice	89
Section Seven: Key Performance Indicators.....	90
Section Eight: Key Contacts	91
Section Nine: Tender Response and Clarifications.....	95
Section Ten: Data Processing Contract.....	179
Section Eleven: Security Standards Agreement	180
Section Twelve: Social Value	184

Section One: Form of Contract

THIS CONTRACT is made on 5th December 2025 between;

The West Yorkshire Combined Authority, Wellington House, 40-50 Wellington St, Leeds LS1 2DE (“the Authority”) as the Contracting Authority for West Yorkshire Police

and

FMG Support (FIM) Ltd, Broad Lea House, Dyson Wood Way, Bradley Business Park, Bradley, Huddersfield, West Yorkshire, HD2 1GZ (the “Supplier”)

BACKGROUND

The Authority wishes to arrange for the provision of a Contractor to provide a repairs service for vehicle collision damage to Police and Third Party-Vehicles.

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.
2. The Contract shall take effect on 6th December 2025 and shall expire 5th December 2028, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause 3 below.
3. The Authority may extend the duration of the Contract beyond 5th December 2028 pursuant to clause 4 below. The provisions of the Contract will apply throughout any such extended period.
4. For the purposes of clause 3, the Authority may extend the duration of the Contract beyond 5th December 2028 for a further period of up to two years on giving reasonable written notice to the Supplier prior to the Expiry Date.
5. The following documents (“the Contract Documents”) shall be deemed to form and be construed as part of the Contract:
 - a. Terms and Conditions of Contract
 - b. Statement of Requirements
 - c. Tender Response
 - d. The Tender Schedules
 - e. Clarifications and Responses
 - f. The Sections annexed to this Contract
 - g. Any Purchase Order generated in accordance with the Contract
 - h. Any signed Change Control Notice

6. In the event of any conflict between the provisions they shall be read in the following order:
 - a. The Statement of Requirements set out in Section Four
 - b. The Pricing Schedule / Schedule of Rates set out in Section Five
 - c. Any signed Change Control Notice
 - d. The Service Level Agreement set out in Section Seven
 - e. The Special Conditions set out in Section Three
 - f. The General Terms and Conditions set out in Section Two
 - g. The relevant Purchase Order
 - h. The Tender Response and any clarification letters set out in Section Nine

7. 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 in accordance with this Contract.

8. The Authority agrees with the Supplier to pay the Supplier in consideration of the provision of the Services such sums as are provided at the times and in the manner provided for by the Contract Documents.

9. 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	Supplier	Authority
Print Name	A.Chandler	LVenn
Position	Managing Director	Legal Corporate Service Lead
Signature (Authorised)	<i>A.Chandler</i> [Redacted] (Dec 8, 2025 13:20:46 GMT)	<i>LVenn</i> [Redacted] (Dec 8, 2025 15:14:06 GMT)
Date	08/12/2025	08/12/2025

Section Two: General Term and Conditions

INDEX

1. INTERPRETATION
2. BASIS OF CONTRACT
3. CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION
4. REPRESENTATIONS AND WARRANTIES
5. ACCEPTANCE
6. HEALTH AND SAFETY
7. SUPPLY OF SERVICES
8. SERVICE VARIATION
9. SERVICE LEVELS AND CREDITS
10. RECTIFICATION PLAN
11. PROGRESS AND INSPECTION
12. BENCHMARK
13. PRICE AND PAYMENT
14. WORK ON THE PREMISES
15. COMPLIANCE WITH APPLICABLE LAWS
16. SERVICE IMPROVEMENT AND TECHNOLOGY REFRESH
17. REMEDIES AND INSURANCE
18. LIABILITY
19. SUSPENSION
20. TERMINATION
21. CONSEQUENCES OF TERMINATION
22. REPUTATION
23. CONFIDENTIAL INFORMATION
24. PUBLICITY
25. INTELLECTUAL PROPERTY
26. ENVIRONMENTAL AND ETHICAL SOURCING
27. EQUALITY AND DIVERSITY
28. ANTI-BRIBERY AND FRAUD
29. DATA PROTECTION
30. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS
31. RE-TENDERING AND HANDOVER
32. EMPLOYEES AND TUPE
33. VETTING
34. INDEPENDENT OFFICE FOR POLICE CONDUCT
35. DISPUTE RESOLUTION PROCEDURE
36. TRANSPARENCY
37. BUSINESS CONTINUITY
38. BARRED LIST
39. IMPROVING VISIBILITY OF SUBCONTRACT OPPORTUNITIES AVAILABLE TO SMEs AND VCSEs
IN THE SUPPLY CHAIN
40. MANAGEMENT CHARGES AND INFORMATION
41. FORCE MAJEURE
42. SUPPLY RIGHTS AND PROTECTIONS

- 43. RECORDS AND AUDIT ACCESS
- 44. GENERAL

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
- f) 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 Mayoral Authority or 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, customers, 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 Supplier for the supply of Services in accordance with these Conditions as set out in clause 2.

“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 Supplier 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 Supplier or the Supplier's employees or any other failure in the Supplier'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 Supplier 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, trademarks (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.

“Mayoral Authority” means the relevant Authority which has transferred policing and crime functions a PCC by way a relevant order made under the Local Democracy, Economic Development and Construction Act 2009.

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

“PCC” means the Police 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 Supplier’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.

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

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

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

“Regulations” means the Procurement Act 2023 and the Procurement Regulations 2024 and “Section” or “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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier, 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 supplier related to this Contract.

“Supplier” means the supplier referred to in the 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.

- (a) In this Contract unless the context otherwise requires, capitalised expressions shall have the meanings set out in clause 1.1 or the relevant Special Conditions in which that capitalised expression appears.
- (b) If a capitalised expression does not have an interpretation in clause 1.1 or relevant Special Conditions, it shall, in the first instance, be interpreted in accordance with the common

interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 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 Supplier 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.

2.1 All Purchase Orders issued by the Authority to the Supplier in relation to the Contract shall be fulfilled in accordance with the terms set out in the Contract.

2.3 The Supplier 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 Supplier'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 Supplier is such that the Authority is unable to continue the contractual relationship.

- 2.2 If there is any ambiguity or inconsistency in or between these terms and conditions of the Contract and the Special Conditions, the Special Conditions will prevail.

3. CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION

- 3.1 The Supplier 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 Purchase Order, and to maintain performance to the Specification, to pro-actively co-ordinate and communicate relevant purchase orders and to provide comprehensive support and links between the Authority and the Supplier, including sales support, information and advice on the Services. The Contract Manager shall be the prime contact between the Supplier 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 Supplier. It shall be the responsibility of the Contract Manager to ensure all staff involved in the Contract or any Purchase Order are fully aware of their obligations.
- 3.2 Where applicable, the Supplier 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 Date and as varied from time to time throughout the duration of the Contract and the Supplier 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 Supplier acknowledges that Authority has entered into this Contract in reliance upon the Supplier'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 Supplier 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 Supplier 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 Supplier'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 Supplier 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 Supplier'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 Supplier 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 Supplier'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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier of any health and safety hazards that may exist or arise at the Premises and that may affect the Supplier in the performance of the Contract.

6.3 While on the Premises, the Supplier 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 Supplier and other persons working or present on those Premises.

6.4 The Supplier 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 Supplier 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 Supplier and other persons working on the Premises in the performance of the Contract.

6.6 The Supplier 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 Supplier 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 Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the Authority.
- 7.3 In providing the Services, the Supplier 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 Supplier'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 Supplier by the Authority;
 - (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (g) use the best quality goods, materials, standards and techniques and ensure that the Deliverables and all goods and 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 Supplier ("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 Supplier 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 Supplier.

7.4 The Supplier 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 Supplier in writing (by way of Contract Change Notice if appropriate) and give the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier shall ensure that the Services meet or exceed the Service Levels at all times.

9.2 The Supplier 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 Supplier 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 Supplier 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 Supplier in the next invoice then due to be issued under this Contract, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier 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 Supplier 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 Supplier commits a Service Failure, the Authority may serve a rectification notice to the Supplier which shall specify the Service Failure in outline and the actions the Supplier 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 Supplier 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 Supplier 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 Supplier why it cannot accept the draft Rectification Plan. In such circumstances, the Supplier 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 Supplier 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 Supplier by the Authority.
- 10.7 If a Rectification Plan is agreed between the Parties, but the Supplier 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 Supplier by the Authority, without the requirement of undertaking the Dispute Resolution Procedure; or
 - (b) give the Supplier 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 Supplier 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 Supplier by the Authority.

11. PROGRESS AND INSPECTION

- 11.1 The Supplier 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 Supplier 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 Supplier's manufacturing facilities or offices (including home working) or the offices (including home working) of the Supplier's Sub-contractors at all reasonable times to inspect and to reject the Services that do not comply with the Contract. The Supplier's Sub-contracts shall reserve such rights for the Authority.
- 11.4 Any inspection or approval shall not relieve the Supplier 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 Supplier to any of its similarly situated commercial customers of equal or lesser size for comparable products or services, the Authority may require the Supplier 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 Supplier) the price of the Services shall be set out in the Purchase Order or determined in accordance with the Contract, and shall be the full and exclusive remuneration of the Supplier 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 Supplier 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 Supplier 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 Purchase Order number.
- 13.4 Invoices to the Authority must be sent or emailed to the contact details given in the Purchase Order and must be correctly addressed with the full Purchase 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 Supplier and nominated in writing by the Supplier, 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 Supplier to the Authority, the Authority shall on receipt of a valid VAT invoice from the Supplier, pay to the Supplier 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 Supplier against any amounts payable by it to the Supplier under

the Contract providing that the Authority shall give the Supplier 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 Supplier the same may be deducted from any sums then due, or which at any time, thereafter may become due to the Supplier 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 Supplier performs on the Premises then the following clauses shall apply:

- (a) the Supplier shall ensure that the Supplier and their employees, Sub-contractors and their employees and any other persons associated with the Supplier will adhere in every respect to all applicable Laws;
- (b) the Supplier shall ensure that the Supplier and their employees, Sub-contractors and their employees and any other person associated with the Supplier will comply with any regulations or the Authority's reasonable policies that the Authority may notify to the Supplier in writing including any health and safety policies and security arrangements; and
- (c) when required, the Supplier 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 Supplier 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 Supplier any only such as shall enable the performance of the Contract concurrently with the execution of work by others. The Supplier 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 Supplier 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 Supplier by the Authority and make good any damage caused to the reasonable satisfaction of the Authority.

- 14.6 The Supplier shall ensure that their employees, Sub-contractors and their employees and any other persons associated with Supplier 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 Supplier by the Authority in connection with the Contract shall be made available to the Supplier on a non-exclusive basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligation under the Contract. The Supplier 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 Supplier 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 Supplier agrees that there is no intention on the Authority's part to create a tenancy of any nature whatsoever in favour of the Supplier or its personnel and that no such tenancy has or shall come into being and, notwithstanding 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 Supplier shall replace promptly any such person to ensure that its requirements under the Contract are met.
- 14.11 The Supplier 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 Supplier shall (at no additional cost to the Authority) at all times carry out and provide the Services in compliance with all Laws. The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier shall not implement

any change, without the Authority's prior written agreement, which would have an adverse effect on the Supplier's ability to provide the Services in accordance with the Specification.

- 15.5 Without prejudice to the rest of this clause 15, the Supplier 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 Supplier 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 Supplier shall make available to the Authority the new Services on the terms on which they are generally made available to the Supplier's customers by the Supplier.

- 16.4 If the Authority wishes to incorporate any improvement identified by the Supplier pursuant to clause 16.3, the Parties shall discuss the implementation of the associated change provided always that if the Supplier'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 Supplier 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 Supplier;
- (d) to recover from the Supplier 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 Supplier's failure to carry out its obligations under the Contract.
- 17.2 The Supplier 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 if applicable 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 Supplier, 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 Supplier, 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 any Services and/or advice given or anything done or omitted to be done under, or in connection with the Contract by the Supplier; and
 - (f) any damage by the Supplier to the Authority's property or Premises (including any materials, tools or patterns sent to the Supplier 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 Supplier 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) 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
 - (b) 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
 - (c) 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; and
 - (d) Motor Trade Insurance coverage of not less than ten million pounds sterling (£10,000,000) for any one, or series of claims that may arise;

- (e) Any other insurance coverage which is set out in the Special Conditions.
- 17.5 The Supplier 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 Supplier'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 Supplier 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 Supplier 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 Supplier.

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 Supplier if the Supplier 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) in the reasonable opinion of the Authority, involved in any fraudulent activities or misapplication of funds (whether involving the Contract or not); or
- (e) subject to investigation by a relevant regulatory body in respect of any alleged breach of a relevant code of practice.

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

19.3 The Authority shall have no liability to accept performance of the Services during the period of suspension and 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 Supplier 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 Supplier to provide the Services which the Supplier 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 Supplier 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 Section 74(3); or
 - (b) the Supplier has, at the time of contract award, been in one of the situations referred to in Schedule 6, including as a result of the application of Section 6(1), and should therefore have been excluded from the procurement procedure.
- 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 Supplier 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 Supplier which adversely impacts on the Supplier's ability to supply the Services under the Contract or could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under the Contract;
 - (c) the Supplier 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 Supplier 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 Supplier, other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - (f) (being an individual) the Supplier is the subject of a bankruptcy petition or order;
 - (g) a creditor or encumbrancer of the Supplier 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 Supplier;
- (i) (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets;
- (k) any event occurs, or proceeding is taken, with respect to the Supplier 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 Supplier 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 Supplier 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 Supplier (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 Supplier 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 Supplier 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 Period or otherwise, the Supplier 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 Supplier or any third party, provided always that:
- (a) the Supplier shall not be required to transfer to the Authority any patent design or other Intellectual Property Right owned by the Supplier and valid at the time the Contract was originally tendered or the Purchase 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 Supplier 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 Supplier 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 Supplier 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 Supplier. 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 Supplier shall not, and shall procure that its employees and Sub-contractors shall not:
- (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:
 - (i) 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
 - (ii) bring the Authority and/or the Chief Constable if applicable into disrepute.
- 22.2 Without limiting clause 22.1, the Supplier shall comply with the provisions of the reasonable standards, policies, procedures and regulations provided from time to time to the Supplier by the Authority.

23. CONFIDENTIAL INFORMATION

- 23.1 If the Authority has required the Supplier 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 Supplier shall comply at all times with its obligations under that mutual confidentiality agreement.
- 23.2 The Supplier shall, upon the reasonable request at any time by the Authority, obtain signed individual confidentiality undertakings from any employees or 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:

OFFICIAL SENSITIVE - COMMERCIAL

- (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 Supplier'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 Supplier 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 Supplier 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 Supplier shall:

OFFICIAL SENSITIVE - COMMERCIAL

- (a) use the Authority's, and the 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 Supplier 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 Supplier 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 Supplier'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 Supplier 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 Supplier 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 Supplier shall ensure that a similar obligation to this clause 23 is included in all contracts or agreements the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier by the Authority and/or Chief Constable if applicable shall remain the Authority's property absolutely;
- (b) prepared by or for the Supplier 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 Date and owned or licensed by the Supplier 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 Supplier 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 Supplier shall ensure that workers employed or engaged on the Contract are treated fairly, humanely and equitably.

26.3 In so far as the Supplier 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 Supplier's obligations under the Contract, the Supplier 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 Supplier shall provide the Authority with such documents and/or permit representatives of the Authority to have such

access to the Supplier's premises and personnel as the Authority may reasonably require for the purposes of verifying compliance on the part of the Supplier with its obligations under this clause 26.

- 26.5 The Supplier 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 Supplier 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 suppliers 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 Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 26.
- 26.7 The Supplier 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 Supplier if the Supplier commits a breach of this clause 26.

27. EQUALITY AND DIVERSITY

- 27.1 The Supplier 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 Supplier 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 Supplier or any of its employees or Sub-contractors or its employees), or any statutory modification or re-enactment thereof.
- 27.2 The Supplier 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 Supplier 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 Supplier, or acting on the Supplier's behalf (whether with or without the knowledge of the Supplier).

- 28.2 The Supplier 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 Supplier or any other public body in connection with the Contract.
- 28.3 The Supplier 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 Supplier 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 Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier 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 Supplier or other persons who are performing services in connection with this Contract comply with this clause 28.
- 28.4 The Supplier 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 Supplier 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 Supplier or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Supplier):
- (a) the Supplier shall immediately give the Authority full details of any such breach and shall cooperate 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 Supplier 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 Supplier 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 Supplier's obligations under the Data Protection Legislation.
- 29.2 The Supplier agrees that if it acts at any time under this Contract as a Data Processor of the Data Controller's Data, it shall 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 Supplier, 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 Supplier and the Data Controller.
- 29.3 The Supplier 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 Supplier shall not determine at any time the purpose or means of the Processing and, if it is so required by any Laws, the Supplier shall promptly notify the Data Controller before Processing the Data Controller's Data unless prohibited by such Laws. The Supplier 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 Supplier 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 Supplier shall notify the Authority immediately if it considers that any of the Data Controller's instructions infringe the Data Protection Legislation.
- 29.6 The Supplier 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 Supplier 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 Supplier will keep a record of any Processing of Personal Data it carries out under this Contract.
- 29.8 The Supplier shall promptly comply with any request from the Data Controller requiring the Supplier to amend, transfer or delete the Personal Data.
- 29.9 The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier shall promptly inform the Data Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Supplier will restore such Personal Data at its own expense.
- 29.14 The Supplier 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 Supplier'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 Supplier 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 Supplier's duties and their personal duties and obligations under the Laws, the Data Protection Legislation and this Contract.
- 29.16 The Supplier shall take reasonable steps to ensure the reliability of any of the Supplier's employees who have access to the Personal Data including any vetting status required.
- 29.17 The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier is required by Law to retain the Personal Data.
- 29.23 The Supplier 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

Supplier 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 Supplier 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 Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 29.26 The Supplier 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 Supplier.
- 29.27 If requested by the Authority, the Supplier to enter into a Security Standards Agreement ("SSA") with the relevant force if applicable and the Supplier shall comply with that the protocols set out in that SSA. In the event the Supplier fails to adhere to the SSA protocols, the Authority shall have the right to terminate this Contract and to recover from the Supplier the amount of any loss resulting from any such termination.

30. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

- 30.1 The Supplier 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 Supplier agrees to assist and cooperate with the Authority and the Chief Constable if applicable (at the Supplier's expense) as mandated by the Authority or Chief Constable if applicable in relation to these laws.
- 30.2 Any Requests received by the Supplier shall be forwarded to the Authority or Chief Constable immediately.
- 30.3 The provisions of clause 30 shall extend to Sub-contractors and the Supplier shall ensure compliance with this requirement.
- 30.4 The Supplier 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 Supplier; or
 - (b) following consultation with the Supplier and having taken the Supplier's views into account: or
 - (c) in accordance with legislation and procedural transparency requirements.

- 30.5 Where it is necessary for the Supplier 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 Supplier before disclosing such information under the FOIA. The Supplier acknowledges that the final decision whether to disclose such information will rest with the Authority and not with the Supplier. 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 Supplier shall observe the Authority's Retention and Destruction Policy (details of which shall be provided by the Authority to the Supplier upon request) and shall not destroy information other than in accordance with this policy. If the Authority notifies the Supplier of a request for information held by the Supplier, which is due for destruction the Supplier 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 Supplier retain control of the information this clause 30 shall remain in force beyond the termination of this Contract.
- 30.7 The Supplier shall maintain an adequate records management system which will enable it to access the information within the time limits prescribed.
- 30.8 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, proceedings and liabilities that the Authority directly incurs due to the Supplier'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 Supplier 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 Supplier 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 Supplier under clause 31.1 shall include, as applicable, accurate information relating to the employees (whether of the Supplier 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 Supplier 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 supplier 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 Supplier 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 Supplier 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 supplier 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 supplier to comply with its or their duties under Regulation 13 of TUPE.

31.4 The Supplier shall indemnify the Authority and the Chief Constable if applicable against any claim made against the Authority or the Chief Constable or any replacement supplier 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 supplier arising from any deficiency or inaccuracy in information, which the Supplier is required to provide under clauses 31.1, 31.2 and/or TUPE.

31.5 The Supplier 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 Supplier (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 Supplier's employees including those who the Supplier considers will transfer pursuant to TUPE to the Authority and/or the Chief Constable if applicable or a replacement supplier on the termination of this Contract.

31.6 The Supplier 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 supplier 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 Supplier 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 supplier 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 Supplier 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 supplier 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 Contract Period, 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 Supplier.

32.2 The Supplier shall take all necessary steps including those required by law to ensure that all employees, servants or agents of the Supplier 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 Supplier 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 Supplier 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 supplier 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 supplier in respect of any or all of the Supplier's staff or employees or any other employee of the Supplier or its Sub-contractors and which arises from or is connected with any failure by the Supplier 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 Supplier 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 supplier 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 Supplier's staff or any other person at any time employed by (or engaged by) the Supplier 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 Supplier 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 Supplier 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 Supplier's staff or any other employee of the Supplier 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 supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier shall indemnify and keep indemnified and hold harmless the Authority and the Chief Constable if applicable and any replacement supplier 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 Supplier or any of its Sub-contractors of clause 32.7.
- 32.9 The Authority and Supplier 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 Supplier 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 Supplier or against the Authority either in connection with any contract awarded to the Supplier or generally, the Supplier 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 Supplier, its staff, employees, workers, consultants, agents or Sub-contractors and where there is a finding against the Supplier in any such investigation or proceedings, the Supplier 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 Supplier or against the Authority arising from the conduct of the Supplier or any of its employees, workers, consultants, agents or Sub-

contractors, the Supplier shall take immediate remedial steps to prevent further recurrences and shall advise the Authority of the steps taken.

- 32.14 If the Supplier 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 Supplier 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 Supplier.
- 32.15 Without prejudice to its remedies set out above, the Authority may terminate the Contract if notice has been given to the Supplier of a substantial or persistent breach of this section providing that in the case of persistent breach the Supplier has been given a reasonable period to rectify the breach and the Supplier has failed to do so.
- 32.16 The Supplier 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 Supplier 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 Supplier, 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 Supplier 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 Supplier 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 Authority does not accept liability for delays relating to the period between vetting forms being submitted to the Authority and confirmation to the Supplier of the vetting application outcome.

- 33.6 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 Supplier 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 Supplier's employees for failing vetting, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Contract.
- 33.7 The Supplier 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
- 33.8 It is the Supplier's responsibility to ensure all staff working on this Contract, who need to be vetted in accordance with clause 33.1 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 Supplier'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 Supplier.
- 33.9 The Supplier 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 OFFICE FOR POLICE CONDUCT

The Supplier must ensure that their staff are made aware of the ability of the Independent Office for Police Conduct (IOPC) to investigate any matters reported to them under the Police and Crime Act 2017 including but not limited to the conduct of the Supplier 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 Supplier 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 44.10 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.
- 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 Procurement Act 2023 and Procurement Regulations 2024, 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier, 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 Supplier 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 Supplier shall provide a list of the names of all persons who it is expected will be engaged in the 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 Supplier 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 Supplier's or Sub-contractor's employees in accordance with clause 38.5 above, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Contract.

39. IMPROVING VISIBILITY OF SUBCONTRACT OPPORTUNITIES AVAILABLE TO SMES AND VCSES IN THE SUPPLY CHAIN

- 39.1 This clause 39 and clause 40 shall apply where the advertised contract value for the Contract was valued above £5 million per annum,

- 39.2 The Supplier shall:
- (a) subject to clause 39.4, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the term of the Contract;
 - (b) within 90 days of awarding a subcontract to a sub-contractor, update the notice on Contracts Finder with details of the successful sub-contractor;
 - (c) monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the term of the Contract;
 - (d) provide reports on the information at clause 39.2(c) to a Authority in the format and frequency as reasonably specified by the Authority; and
 - (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

39.3 Each advert referred to at clause 39.2(a) above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

39.4 The obligation at clause 39.2(a) shall only apply in respect of subcontract opportunities arising after the contract award date.

39.5 Notwithstanding clause 39.2, the Authority may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

40. MANAGEMENT CHARGES AND INFORMATION

40.1 In addition to any other management information requirements set out in this Contract, the Supplier 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.

40.2 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 Supplier shall use the initial MI Reporting Template which is set out in the Annex to Public Procurement Policy Note 01/18: 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.

40.3 The Supplier 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.

41. FORCE MAJEURE

- 41.1 Subject to the remaining provisions of this clause 41 (and, in relation to the Supplier, subject to its compliance with its obligations in clause 37), a Party may claim relief under this clause 41 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 Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 41.2 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.
- 41.3 If the Supplier 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:
- (i) are capable of being mitigated by any of the Services but the Supplier has failed to do so; and/or
 - (ii) 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.
- 41.4 Subject to clause 41.5, 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.
- 41.5 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 Supplier 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.
- 41.6 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.
- 41.7 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.
- 41.8 Relief from liability for the Affected Party under this Clause 41 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 41.7.
- 41.9 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.

42. SUPPLY CHAIN RIGHTS AND PROTECTIONS

Appointment of Sub-contractors

- 42.1 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier 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 supplier any of its rights and/or obligations under each Sub-contract that relates exclusively to this Contract.
- 42.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier 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 Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on "arm's-length" terms.
- 42.3 If requested by the Authority within 10 Working Days of receipt of the Supplier's notice issued pursuant to clause 42.2, the Supplier shall also provide:
- (a) a copy of the proposed Sub-contract; and
 - (b) any further information reasonably requested by the Authority.
- 42.4 The Authority may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to clause 42.2 (or, if later, receipt of any further information requested pursuant to clause 42.3), 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 customers;
 - (c) the proposed Sub-contractor employs unfit persons; and/or
 - (d) the proposed Sub-contractor should be excluded in accordance with clause 42.12;
- in which case, the Supplier shall not proceed with the proposed appointment.
- 42.5 If the Authority has not notified the Supplier that it objects to the proposed Sub-contractor's appointment by the later of 10 Working Days of receipt of:
- (i) the Supplier's notice issued pursuant to clause 42.2; and
 - (ii) any further information requested by the Authority pursuant to clause 42.3;
- the Supplier may proceed with the proposed appointment.

- 42.6 Except where the Authority has given its prior written consent, the Supplier shall ensure that each Sub-contract shall include:
- (a) provisions which will enable the Supplier 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 Supplier;
 - (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-contract to the Authority or any Replacement Supplier 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 Supplier under this Contract in respect of:
 - (i) data protection requirements set out in clause 30 (Data Protection);
 - (ii) FOIA requirements set out in clause 31 (Freedom of Information and environmental information regulations);
 - (iii) vetting requirements set out in clause 33 (Vetting); and
 - (iv) the keeping of records in respect of the services being provided under the Sub-contract in accordance with clause 43 (Records and Audits access);
 - (f) provisions enabling the Supplier to terminate the Sub-contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under this Contract;
- 42.7 The Supplier 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

- 42.8 The Supplier shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Supplier'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 Supplier 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 Supplier or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;
 - (c) that if the Supplier 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 Supplier 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 Supplier'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
- 42.9 The Supplier 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

42.10 The Authority may require the Supplier 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

42.11 Notwithstanding the Supplier's right to sub-contract pursuant to this clause 42, the Supplier 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 Supplier and/or which are Sub-contracted by the Supplier, an obligation on the Supplier to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Supplier to procure that employees of the Supplier 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

42.12 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Schedule 6 of the PA23, then:

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

43. RECORDS AND AUDIT ACCESS

- 43.1 The Supplier 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.
- 43.2 The Supplier shall keep the records and accounts referred to in clause 43.1 in accordance with Good Industry Practice and all Laws.
- 43.3 the Authority shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditors is outside of the control of the Authority.
- 43.4 Subject to the Authority's obligations of confidentiality, the Supplier 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 Supplier and to equipment used in the provision of the Services; and
 - (c) access to the Supplier's personnel.
- 43.5 If an audit reveals that the Supplier has overpaid any charges due in respect of any one year then, without prejudice to the Authority's other rights under this Contract, the Supplier shall reimburse the Authority such overpaid charges and its reasonable costs incurred in relation to the audit.
- 43.6 If an audit reveals that a Material Breach has been committed by the Supplier, the Authority shall be entitled to terminate this Contract.
- 43.7 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 Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the audit.

44. GENERAL

- 44.1 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 Supplier 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 Supplier 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.

44.2 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.
- (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 44.2(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.

44.3 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.

44.4 Variation

Subject to clause 8, no variation of this Contract, any Purchase Order, Purchase 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.

44.5 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.

44.6 Third party rights

- (a) Except as expressly provided in clause 44.6(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 Supplier'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.

44.7 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.

44.8 Entire Agreement

- (a) This Contract, and any documents referred within it, constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

44.9 Status

- (a) The relationship of the Supplier (and the Supplier's employees) to the Authority will be that of independent contractor and nothing in this Contract shall render it (nor the Supplier's personnel) an employee, worker, agent or partner of the Authority or the Chief Constable if applicable and the Supplier shall not hold itself out as such and shall procure that the Supplier's employees shall not hold themselves out as such.
- (b) Neither the Supplier nor its employees shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority in the performance, variation, release or discharge of any obligation.
- (c) This Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify the Authority and the Chief Constable if applicable for and in respect of:
 - (i) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Supplier's employees in respect of the Services, where such recovery is not prohibited by law. The Consultant shall further indemnify the Employer and the Chief Constable if applicable against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Authority or the Chief Constable in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
 - (ii) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier's employees against the Authority or the Chief Constable arising out of or in connection with the provision of the Services.

- (d) The Authority may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.
- (e) The Supplier warrants that it is not nor will it prior to the cessation of this Contract, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

44.10 Governing law and jurisdiction.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, laws of England and Wales, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Section Three: Special Conditions

Not Applicable

Section Four: Statement of Requirements

Statement of Requirements

About West Yorkshire Police

- 1.1 The Office of the Police and Crime Commissioner (OPCC) became part of the West Yorkshire Combined Authority on 10th May 2021. All Police and Crime Commissioner functions are now the responsibility of the Mayor of West Yorkshire with Contracts being commissioned and executed under West Yorkshire Combined Authority (WYCA) on behalf of West Yorkshire Police.
- 1.2 West Yorkshire Police serve approximately 2.2 million people living in one of the five metropolitan districts of Bradford, Calderdale, Kirklees, Leeds and Wakefield. The physical area, of some 2000 square kilometres or 780 square miles, contains the West Yorkshire conurbation and a network of motorway and trunk roads which allow easy access to and from other population centres.



Figure 1: West Yorkshire Boundary

- 1.3 The Force area is very varied combining busy cities and towns with quiet villages and picturesque rural locations.
- 1.4 Policing is delivered from 5 separate police districts, providing most of the day-to-day policing services performed through the county. There are also teams of specialist police and support staff personnel based at headquarters and at various other locations around the Force.
- 1.5 West Yorkshire Police Roads Policing Unit (RPU) officers are responsible for the policing of the road network throughout the Force.

- 1.6 This network includes the M62 Trans-Pennine motorway, the highest and the most congested in the country. As well as the M62 we also cover the M1, M621, M606, A1 and A1(M); a total distance of over 213 carriageway miles in some of the most challenging of environments.

[Vehicle Fleet - Force Policy | West Yorkshire Police](#)

Scope of Requirements

The Authority require a Contractor to provide a repairs service for vehicle collision damage.

Fleet Portfolio

- 2.1 The West Yorkshire Police fleet currently¹ consists of around 1300 vehicles comprising:

Vehicle Make	Vehicle Model(s)	% of Fleet
BMW	330, X5, M135i, R1250RT	6%
Ford	Kuga, Mondeo, Ranger	11%
Mercedes	Sprinter 516 & 517	5%
Peugeot	208, 308, 3008, Expert, Partner, Boxer	38%
Toyota	Corolla, Yaris	4%
Volvo	V90, XC90	4%
Skoda	Octavia, Superb	2%
Honda	CRF300LA	2%
Vauxhall	Corsa, Corsa-e, Astra	14%
VW	Various	3%
Other	Various	11%

- 2.2 This information is subject to change over the Contract period.

Types of Repairs

- 2.3 The number of vehicles requiring repairs may vary, however as an indicative guide, the annual estimated spend for collision repairs across the West Yorkshire area is £1,200,000 with repair jobs ranging in value from £30 to £30,000.
- 2.4 The types of works to be provided will consist of those defined under the categories as detailed within this Specification under Work Schedule A (Minor/Standard Repairs) and Work

¹ Updates to the Vehicle Fleet list can be found at [Vehicle Fleet List Proactive Publication | West Yorkshire Police](#) which is published on an annual basis

Schedule B (Extensive/Structural/Aluminium repairs). The quality of repairs is fundamental in the operation of this Contract to ensure security of all vehicles.

Volume of Repairs

- 2.5 Whilst the frequency and types of repairs will vary, Suppliers will be required to have the necessary capacity and resources to accommodate between 30 and 50 vehicle repairs (and associated storage requirements) across West Yorkshire each month over the course of this Contract.
- 2.6 Please note that these figures have been provided based on past volumes. These numbers should not be interpreted as an undertaking to purchase any Services to any particular value and do not form part of the Contract.

Users of the Contract

- 2.7 The Contract is primarily for use for West Yorkshire Police vehicles; however South Yorkshire Police (SYP) may also access this Contract from time to time. In addition, there may be requirements for third-party vehicle repairs to be undertaken via this Contract on an ad-hoc basis.

South Yorkshire Police

- 2.8 SYP has an in-house repair facility and may require the services of an external Contractor on an ad-hoc basis where their in-house provision is at capacity. SYP have a fleet size of 700 vehicles and the annual estimated spend under this Contract may be in the region of £10,000, however there is no guarantee of value or volumes for SYP and no further information on their current or future fleet available at this stage.

Third-Party Vehicle Repair

- 2.9 West Yorkshire are responsible for the repair of Third-Party Vehicles (when requested by the vehicle owner) where it is determined the Police Force are at fault for the damage.
- 2.10 When repairs are carried out on Third Party vehicles the Contractor must, on request by the authority, provide a courtesy car to the vehicle owners within 48 hours from receiving the request.

Repair Facilities

Location

- 2.11 For the purposes of operational efficiency and to minimise environmental impact, the Contractor's **principal** repair site(s) proposed for this Contract must be located within the West Yorkshire boundary area (*see Figure 1*).
- 2.12 Please note that if any **additional** sites situated outside of the West Yorkshire boundary are proposed, the Contractor will be required to collect and return vehicles to the Transport Department in Wakefield at **no additional cost** to the Authority and must, at contract award, propose methods to reduce environmental impacts.

Hours of Access and Operation

- 2.13 Access to our vehicles shall be required for nominated personnel that are both internal and external employees. This access shall be expected during normal business hours and could be without appointment.

Security Requirements

- 2.14 The Contractor shall ensure their premises have a secure compound and that any police vehicles are stored out of sight.
- 2.15 All sites should be secure and have effective intruder deterrents including adequate lighting, CCTV surveillance and sensor-based alarms, perimeter security with reinforced locks and/or access control systems which restrict entry to authorised personnel only.
- 2.16 The Contractor will be required to provide a secure on-site facility to ensure the damaged vehicles are kept safe, dry and secure before repairs.
- 2.17 All keys, telematics cards and other secure items for vehicles must be stored safely and securely with only vetted and authorised personnel able to retrieve and access these items. A robust and auditable process must be in place to log the names of staff securing and retrieving of these items.
- 2.18 The Contractor shall notify the Transport Team immediately of any property found in vehicles - items shall be securely stored until collection or return.
- 2.19 A record must be kept of names of staff who drive any vehicle whilst in custody of the Contractor as well as times and dates that the vehicle is outside of the Contractor's compound.
- 2.20 All systems should be maintained and inspected regularly, and site security risk assessments should be kept up to date.
- 2.21 Any damage or loss, which occurs while any vehicle is in the control or possession of the Contractor (from point of collection or receipt until return, including transport time) is the responsibility and liability of the Contractor.
- 2.22 All police and other organisation vehicles being driven by the Contractor or their employees for the purpose of road testing only, must display an 'Out of Service' sign approved by the supplying customer. No active visual or audible warning device may be used unless such equipment is being repaired and the vehicle is held stationary on the Contractors' premises. At no time on a public road should any communication device be operated.
- 2.23 The Contractor must not use any Police equipment on the public highway or on site unless there are associated repairs.
- 2.24 For each site, an organisation chart, including the day-to-day point of contact, the point of contact in the event of any escalation matters and which also identifies the staff that will be responsible for road testing vehicles must be provided to the Transport Team on the commencement of the Contract and when any updates/ changes in staff occur.

Repairs and Service Specification

Vehicle Collection and Delivery

- 3.1 The Contractor **MUST** provide a collection and delivery service to safely transport all vehicles up to and including 6.5 tonnes in weight, ensuring compliance with all relevant legislation.
- 3.2 WYP will issue requests for this service during working hours (07:00 – 15:30 Monday – Friday).
- 3.3 Once the initial notification has been received by the contractor it is expected that the vehicle will be collected/recovered ideally within 24 hours, but no later than within 48 hours. Failed collections or recoveries should be reported to WYP as soon as possible and a mutually agreed solution sought.
- 3.4 The delivery location for completed repaired vehicles is likely to be Unit A, J41 Industrial Estate, Wakefield and collection of vehicles may be from any WYP force location or from a contracted recovery operator within West Yorkshire.
- 3.5 The contractor should have a clear policy on the movement and storage of Electric Vehicles.
- 3.6 The Contractor is required to co-ordinate with WYP's contracted Vehicle Recovery Operators.

Details of the operators will be provided following the conclusion of the Vehicle Recovery Tender which is currently in progress.

- 3.7 On occasion, due to the level of damage, a full lift recovery may be required.
- 3.8 Equipment for recovery vehicles used on this scheme to comply with PAS 43. Operators must ensure that all staff are adequately trained and competent in their roles. This may include specific training courses for roadside technicians, such as those offered by IVR training and is *a minimum standard*.

Work Schedule 'A' repairs

- 3.9 To accommodate both minor repairs and "standard" repairs that require neither structural work nor any of the specialist repair services listed in Work Schedule 'B'.
- 3.10 The exception being wheel, steering and suspension damage where a 4-wheel geometry check is to be carried out. These exceptions shall still fall under Schedule A. Printed geometry documentation from both before and after repair, are to be supplied.
- 3.11 Minor Repairs, dent removal, supply and paint are to be considered and quoted for as a Mobile Repair service as well as for repair at the Contractor's premises.
- 3.12 WYP will consider savings and efficiencies provided by the Mobile Repair when determining which solution is selected.

Work Schedule 'B' repairs

- 3.13 Specialist repairs to cover for example and not limited to:
 - coach-built vehicles for example PPC vans (Protected Personnel Carriers) use puncture resistant body cladding and shatter proof glazing Force PPC vans vehicles.
 - vehicles that require specialist techniques and equipment such as riveting and panel bonding and all aluminium and composite constructed vehicles.

- Vehicles that require any structural repairs and use of pulling equipment and jigs.
- 3.14 The Contractor is required to minimise vehicle off-road time by undertaking prompt and effective repairs of collision damage to police vehicles.
- 3.15 All equipment used to repair vehicles is to be maintained under planned preventative maintenance in line with industry requirements.
- 3.16 On completion of all repair work, the Contractor is required wash the exterior and vacuum the interior of the vehicle removing all evidence of a vehicle repair process being carried out.

Parts

- 3.17 The Contractor is required to order repair parts from WYP's suppliers, so that items can be purchased at WYP's contracted discounted rate, WYP shall provide the Contractor with an order number for all orders of parts.
- 3.18 The successful Contractor must immediately notify the Authority if they deem the use of non-OE parts, cheaper parts or certain repairs would put an increased risk to any vehicle.
- 3.19 All repairs should be carried out to the specifications set by the vehicle manufacturers and in line with the repair times set by the Motor Insurance Repair Research Centre (MIRRC) Thatcham or approved equivalent.
- 3.20 Spare parts and materials used in repair work are to be those supplied by the vehicle manufacturer unless prior authority to use alternative parts and/or materials has been sought and obtained from the Authorised Officer and a supply price agreed. WYP reserve the right to supply their own parts. Please note parts will be provided by WYP for the repair of vehicles unless requested otherwise.
- 3.21 WYP have an existing Contract for the supply of tyres. Where required and on request from the Contractor, arrangements shall be made for the tyres to be delivered to the Contractor's premises. The requesting authority reserves the right to authorise the supplier to arrange the supply and fit tyres on an ad-hoc basis; should this be required all tyres should be replaced with identical tyres and should not be substituted for alternatives of brand/ type or part worn tyres.
- 3.22 Parts ordered that are not used or which can be refurbished shall be returned to the WYP workshop, processes for this shall be agreed following Contract award.
- 3.23 Refinishing materials, including those used for anti-corrosion purposes, and methods of application used in repair work are to be those approved by the vehicle manufacturer. Where a vehicle manufacturer's paint and bodywork perforation warranty is in force, any repair carried out must comply with vehicle manufacturer's Terms and Condition with regards to such warranty.

Livery

- 3.24 Many of the vehicles are marked with livery with a relevant Contract in place for specification compliance. The Contractor shall be supplied with either free issue livery or access to the third-party Contract and only livery through this agreement must be used. All such vehicles **MUST** be delivered back to the Force with appropriate livery and markings.

- 3.25 The Contractor should have the capability to apply police livery to the required standard to uphold the integrity and warranty of the product. The application of livery shall be in line with the standards specified by the livery provider.
- 3.26 Training with the existing livery provider is available to the Contractor and their staff. Costs will be the responsibility of the Contractor and will be confirmed at the time of arranging.
- 3.27 All body panels and components that display any identification livery must have these markings completely destroyed before being removed from the Contractor's premises.

Claim Notifications and Authority to proceed

- 3.28 WYP will send through an initial repair notification via email detailing the damage, the location of the vehicle and a supporting image to assist the Contractor with assessing the extent of the damage. WYP will also specify if the vehicle is driveable or needs recovery. This notification provides the authority to supply an estimate.
- 3.29 All estimates for work undertaken are to be supplied by the Contractor without charge.
- 3.30 Estimates should illustrate a breakdown of all labour, materials, equipment, and sub-contract work, including operation and repair times together with your organisation's automotive repair costing system and should be supported with corresponding images of the damage. All repairs should be carried out to the specifications set by the vehicle manufacturers and in line with the repair times set by the Motor Insurance Repair Research Centre (MIRRC) Thatcham or approved equivalent. It should also be noted that no repairs are to be carried out without authorisation, including vehicles that may require an assessor to attend.
- 3.31 The Contractor will determine internally whether works required are classified as Work Schedule A or B and communicate this to WYP on submission of the estimate.
- 3.32 The Contractor will have its own estimating system (for example, Audatex, or similar) that would provide the Force with accurate industry standard costs for each repair. This package must include digital photography and/or a video facility to support these estimates which can be sent via email to the Authority as required.
- 3.33 WYP will then view the estimate and images² so consideration can be given to the following:
- Cheaper parts from alternative suppliers
 - Recycled parts (If this is the preference of WYP, this will be at their discretion)
 - Original parts that do not need replacing as a result of the collision.
 - A secondary estimate should then be provided to WYP if savings are identified.
 - Authority to proceed (ATP) will then be granted by WYP to the Contractor, work shall only commence once the ATP is signed by the Force.
- 3.34 WYP will provide a signed works order for all repairs prior to commencement.
- 3.35 If additional repair work is subsequently discovered during repair operations a new or supplementary estimate with photographic / technical evidence must be provided with any additional parts, paint and labour costs from the original estimate.

² on occasion WYP will visit the repairer site to view a damaged vehicle

- 3.36 This must be approved prior to commencement of said works.
- 3.37 Once the vehicle has been assessed by a West Yorkshire Police Technician to determine the extent of the damage and deemed suitable for a mobile repair, WYP coordinators will request an estimate. Upon authorisation by WYP, all required parts must be ordered by the contractor through the WYP account. Once all parts have been confirmed as delivered to the contractor, WYP will schedule the repair date and location. The repair must be completed within 48 hours of the parts being received.
- 3.38 For vehicles with damage to an extent that the vehicle is on the limit of being considered an uneconomical repair, WYP may decide to call upon the services of an externally assessor to scrutinise the estimate to determine if the vehicle is a total loss or if an alternative, more cost effective repair could be carried out to get the vehicle back roadworthy but at a lower cost.

Total Loss

- 3.39 If after reviewing the estimate and images the vehicle is considered uneconomical to repair by WYP the works order will be signed and returned as a total loss instruction giving only the authority for the contractors estimating fee and any associated recovery charges. The expectation would be for the contractor to return the damaged vehicle at a mutually agreed time to WYP where it will then be disposed of under their salvage contract.

Pricing and Invoicing

- 3.40 The Contractor must provide the force with an accurate invoice for all completed works on collection/delivery of the repaired vehicle.

Document Retention

- 3.41 The Contractor shall be required to retain, in a secure location, all documentation relating to works carried out on the vehicles for a minimum period of 48 months. Documentation shall be made available to relevant participating organisations for their vehicle repairs.

Guarantees

- 3.42 The Contractor shall guarantee all repair work for a minimum period of three years to cover faulty materials and workmanship. Should a repair or replacement be unsuccessful within this period, the Contractor shall be required to carry out rectification work, including collection/delivery of the vehicle free of charge. For the customer supplied refurbished or new parts, the Contractor shall not be held responsible where it's deemed that they are not at fault.
- 3.43 The Contractor shall have its own designated quality controller and process to ensure that all completed works are carried out to the correct industry standard.

Conduct

- 3.44 The Contractor shall be expected to conduct this Contract in a professional capacity when dealing with the Authority's representatives and any Vehicle Recovery Operatives or suppliers to the Force.

- 3.45 Photos or videos of police vehicles or any equipment for any reason other than in relation to this Contract is strictly prohibited.
- 3.46 The capture or distribution of photographs or video recordings of police vehicles or equipment is strictly prohibited, except where such activity is expressly required for this Contract.
- 3.47 UNDER NO CIRCUMSTANCES should any images or information relating to police vehicles or property be posted on social media or shared in private groups such as WhatsApp etc.

Accreditations, Qualifications and Compliance

- 3.48 The Contractor / Contractor's Staff must:
- already be accredited to BS10125 for Vehicle Damage Repair for both work schedule A & B and the additional A1:2016 standard for any aluminium repairs applicable to Schedule B works only and maintain these accreditations for the lifetime of this Contract.
 - have completed IVR Modules 1, 2 and 3
 - have completed IVR Modules 5 and 6 if HGV Drivers
 - be ISO: 9001:2015 Accredited
 - hold the relevant body shop ATA qualifications
 - as a minimum have completed the IVR27b Handling of Electric/Hybrid Vehicles (Industry Specific) or equivalent qualification if attending the recovery of an Electric/Hybrid vehicle or are involved in dealing with the vehicle once recovered. (An additional suggested course is the IMI Level 2 Award in Electric/Hybrid Vehicle Hazard Management for Emergency & Recovery Personnel).
 - IMI Level 3 for Electric/Hybrid Vehicle Technicians.
 - have the appropriate driving licence for the class of vehicle that they are to drive.

comply with the following:

- PAS 43 Training
 - British Standards Kitemark to the current BS10125 Standard for Vehicle Damage Repairs (i.e. BS10125:2022) for Structural Steel and Structural Aluminium Vehicle Damage repairs
- 3.49 The British Standards Institute (BSI) has published a number of priced documents containing guidelines on both the standard of training and equipment specifications.

For example:

- BS7121-12:1999 Safe use of cranes Part 12: Recovery vehicles and equipment-Code of Practice. Contains guidelines and recommendations for ensuring the health and safety of people at work and members of the public during recovery operations.
- BS7901:2002 Specification for recovery vehicles and vehicle recovery equipment. Specifies performance requirements for recovery equipment for moving casualty vehicles during breakdown or recovery activities.
- PAS43:2012 Safe working of vehicle breakdown and recovery operators: Management system specification.

Health and Safety

- 3.50 All equipment required for delivering the Contract must be maintained in line with statutory requirements and fully in line with manufacturer instructions which must include updates and / or upgrades.

Disposal of Waste and Recycling

- 3.51 When equipment that is fitted to a vehicle e.g. aerial, beacon, visual / audible warning device has been damaged this must be returned to the authority for recycling or disposal.
- 3.52 The Contractor must comply with the Hazardous Waste Regulations 2005.

Information Security

Security Standards Agreement

- 4.1 Suppliers must comply with the requirements of the Security Standards Agreement for the duration of the Contract.
- 4.2 For the purpose of data and systems management, the Vehicle Recovery Operators are required to have a level of information management capability that ensures they can comply with WYP's information management standards as detailed at **Appendix 1: Information Management Standards**.
- 4.3 In order to ensure all aspects of Information Security are fully complied with, the successful Vehicle Recovery Operators will be required to:
- complete the IT & IA Security Standards document (see **Appendix 2: IT & IA Security Standards**) and allow a premises inspection at room level to identify any issues with regard to security of data and or information.
 - agree and enter into a separate Data Processing Contract (DPC) with the Chief Constable (see **Appendix 1: Information Management Standards**, paragraph 1.6.1).
 - agree and sign a Security Standards Agreement (see **Appendix 1: Information Management Standards**, paragraph 1.6.2) which will form part of the DPC.

Vetting

- 4.4 Contractor's staff who work on and drive police vehicles to road test as part of its quality control processes must be vetted to level NPPV 1. Please refer to Appendix 3 Vetting Information.
- 4.5 Vetting levels must remain valid throughout duration of Contract.
- 4.6 Please note the Authority reserve the right at any time within the contract to revise the vetting levels.
- 4.7 All persons (including sub-contracted employees) connected with the Contractor(s) and deemed to require vetting will be required to submit and pass the vetting process.
- 4.8 Staff that are not vetted must not be used on the Contract until such time as the vetting has been completed and you have been notified that all is in order.

Contract Management

- 5.1 This service level agreement sets out the service to be provided by the Contractor to the end users of the Collision Repair Services Agreement.
- 5.2 It is the intention of this Service Level Agreement (SLA) 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.
- 5.3 The measures in place are expected to facilitate
- Quality of repairs
 - Improvements in work performance
 - Appropriate improvements to the services
 - Customer satisfaction
 - Timely pricing of estimates from initial enquiry
 - Adherence to timescales

Management Information

- 5.4 The Contractor will be required to provide accurate, detailed and timely management information to the Contract Manager in relation to the performance of the Contract.
- 5.5 The Contractor is required to provide detailed information covering all aspects of the services provided on vehicles. The frequency of such information is to be agreed on the commencement of the contract. The reports shall cover topics such as, repair times, costs, number of vehicles, issued calibration certificates, geometry check certificates, compliments and complaints.
- 5.6 As a minimum, management information covering the following shall be provided to the Contract Manager on a monthly basis, detailing the information for that reporting period separately as well as a cumulative total:
- Spend on a monthly basis
 - Progress against social value commitments
 - Monthly invoicing statements
 - Weekly progress reports
- 5.7 This management information will be provided in electronic format, as an Excel Worksheet attached to an e-mail.
- 5.8 The report will be accurate and distributed within 10 working days of the month end to all recipients advised by the Authority.

Key Performance Indicators (KPIs)

- 5.9 The Contractor is expected to meet the following Key Performance Indicators (KPIs).
- 5.10 Performance will be reviewed **each month** by the Contract Manager.
- 5.11 KPI targets are not linked to costs. The intention is for the Contract Manager and Customers to be able to work with the Contractor to monitor performance and proactively identify any areas of concern or potential issues, working collaboratively to resolve where possible.

5.12 As part of performance management and due diligence, the Contract Manager reserves the right to conduct credit checks and other financial assessments on the Contractor throughout the duration of the Contract.

Performance Measurements

5.13 The Contractor is expected to meet the following Key Performance Indicators (KPI) which will be reviewed each month:

KPI No	Activity Description	Measurement Frequency	Target
Delivery			
	First Time Fix Rate	Monthly	95%
	Primary estimate to be provided by the Contractor within 24 hours of receiving the vehicle	Monthly	95%
	% Works completed to agreed estimate value	Monthly	100%
	Notification of a repair being completed sent to WYP on the same working day of completion	Monthly	100%
Quality			
	Customer Satisfaction Receipt of quality control report and supporting documents on completion of works	Monthly	100%
Finance			
	Invoice Accuracy Invoicing – the Contractor must provide WYP with a completed accurate invoice within 48 hours of the repair notification being issued	Monthly	100%
	The Contractor will provide the Authority with a monthly statement of both settled and outstanding invoices from works carried out in the previous month	Monthly	100%
	Savings or efficiencies from Mobile Repairs (Details of this KPI to be agreed with the Contractor)	TBA	TBA
Social Value			
	Progress against Social Value Commitments	Monthly	100%

- 5.14 The Contractor will be required to provide KPI's for the repair times and SLAs for work commitments.

Performance Tracking & Publication

- 5.15 For the purposes of this contract, West Yorkshire Police are required to publish a Contract Performance Notice on the Government 'Central Digital Platform' detailing each supplier's performance against a minimum of three KPIs. This publication is required at least once a year in accordance with section 71 of the Procurement Act 2023.
- 5.16 To enable standardised and consistent tracking of our chosen key performance indicators, they will be regularly reviewed to measure and track the performance of the contract(s) as per the following scoring matrix:

Rating	Description
Good	Performance is meeting or exceeding the key performance indicators
Approaching Target	Performance is close to meeting the key performance indicators
Requires Improvement	Performance is below the key performance indicators
Inadequate	Performance is significantly below the key performance indicators
Other	Performance cannot be described as good, approaching target, requires improvement or inadequate

Poor Performance and Breach of Contract

- 5.17 Where a supplier is in breach of the contract or is failing to deliver the contract to the satisfactory level of performance as detailed in the KPIs, West Yorkshire Police may publish a contract performance notice detailing poor performance or breach of contract, in accordance with the Procurement Act 2023.
- 5.18 Poor performance will be managed in accordance with the sanctions detailed against each KPI or escalated in line with the Rectification Plan within the contracted Terms and Conditions.

Exit strategy & handover arrangements - Contract expiry

- 5.19 This shall be applicable throughout the lifetime of the Contract including any extension options in line with the Contract terms.
- 5.20 The purpose of the exit strategy is to enable the supplier to work collaboratively with the Force to transfer, return or destroy any property, data and information held in connection with the performance of this Contract to the Force, and to provide such information and assistance as may be required for the successful transfer of the services to another supplier.
- 5.21 All property, data and information to be returned, destroyed or provided will include (but not exclusively) all information which belongs to WYP and any information in relation to this Contract.

- 5.22 All agreed levels of service shall be maintained by the Supplier throughout the exit period and until the end of the Contract. To support this strategy the following requirements will need to be achieved; these are to include, but are not limited to:
- the Force requires information and support from the current Account Manager, which will assist with the mobilisation of a new service provider following award to a new Supplier.
 - Where TUPE will apply, the Force requires information relating to the relevant employees 12 months before the end of the Contract or on request.
- 5.23 All data and information held by the Supplier in clerical or electronic format, which relates to WYP must be securely removed from the Supplier's servers or destroyed, other than the information that must be retained as detailed in the Statement of Requirements paragraph 3.40. The Supplier will be required to provide evidence and confirmation that such information has been deleted or destroyed confidentially to the agreed NCSC secure standards, as detailed in the Security Standards Agreement.
- 5.24 Any hard copy files, information or other property belonging to WYP must be returned or securely destroyed on the instruction of the Force and confirmation in writing provided of this within the specified timescales.
- 5.25 A transition plan will be detailed, defined and agreed during the transitional planning phase with the Force. All timescales associated with this shall be discussed and agreed with the supplier and WYP prior to Contract expiry.

Associated Costs

- 5.26 Any costs associated with the return or destruction or provision of information because of this Exit Strategy will be deemed to be included as part of the service delivery. No additional costs associated with the exit from the Contract will be accepted by the Force.
- 5.27 All invoicing and administration procedures are to continue in accordance with the Contract until all invoices are paid.

Social Value Commitments

Social Value in Procurement

'Social Value' is the term used to describe the additional benefit to the wider community associated with an organisation undertaking public sector contracts.

It extends beyond the value delivered as part of the 'primary' or 'core' contract activity and goes wider to deliver improvements to the 'economic, social and environmental' well-being of the local area.

Social value has a lasting impact on individuals, communities and the environment, and public sector organisations have a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity.

The Authority are required to consider how economic, social and environmental well-being may be improved by goods, works and services that are to be procured, and how procurement may secure improvements under the provision of the Public Services (Social Value) Act 2012.

WYP are committed to developing the Social Value impact of procurement activities to maximise social, economic and environmental benefits for the residents of West Yorkshire.

We want to use our commitment to sustainability and the opportunity the Act presents through procurement and other related activities to enable communities to become more resilient and reduce demand on the police service as well as other public services.

We aim to provide the delivery of services which are innovative, provide employment opportunities for our residents, make our communities stronger and more effective and keep our residents safe as well as at all times minimising our impact on the environment.

The National TOMs

The National TOMS (Themes, Outcomes, and Measures) is a framework designed to help measure and report on the social value created through public sector contracts. The national TOMs framework has been designed around 5 principal issues, 20 core outcomes and 48 core measures:

Themes: The overarching strategic themes that an organisation is looking to pursue.

Outcomes: The objectives or goals that an organisation is looking to achieve that will contribute to the Theme.

Measures: The measures that can be used to assess whether these Outcomes have been achieved. For the National TOMs framework, these are action based and represent activities that a supplier could complete to support a particular desired outcome.

For this procurement, WYP have selected specific TOMs which Suppliers are required to submit a Social Value Response against.

As the targets proposed by the Supplier within their initial Tender Submission will form part of the evaluation and award criteria, the successful Supplier MUST achieve these targets as a minimum as part of their contractual obligations.

Social Value Plan Development, Delivery and Reporting

The successful Supplier will work in partnership with WYP to develop a bespoke Social Value Plan and increase commitments (where feasible) to maximise social value opportunities for West Yorkshire Police communities, places and environment for the duration of the Contract.

The Social Value Plan will include a commitment to ongoing monitoring and the production of formal quarterly reports.

The following aspects will be required as part of the Social Value:

- A timed project plan and process, including how you will implement your commitment and by when.
- How you will measure progress and the frequency of reporting.
- Where applicable, names and postcodes related to beneficiaries such as:
 - supply chain businesses
 - community organisations

OFFICIAL SENSITIVE - COMMERCIAL

- educational establishments
- Any additional opportunities to maximise the social value impact through the delivery of this contract.

Any Services or Works that the Supplier is required to provide as part of the core contract requirements cannot be counted as additional social value and therefore any content which is deemed part of the core contract will not be considered eligible for inclusion.

The West Yorkshire Combined Authority require that the successful Contractor(s) sign up to WYCA's Fair Work Charter: <https://www.westyorks-ca.gov.uk/a-mayoral-combined-authority/mayoral-pledges/fair-work-charter/>.

Section Five: Schedule of Rates / Pricing Schedule

Description	Unit	Nr	Body Shop		Additional Costs (i.e. consumables)	
			Rate	Total Cost	Additional Cost	Description
QUALITY CHECKS AND AFTER CARE	Unit	Nr	Rate	Total Cost	Additional Cost	Description
System Diagnostic Check - Pre-Repair	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		
System Diagnostic Check - Pre-Repair - SPECIALIST	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		
System Diagnostic Check - Pre-Repair - ELECTRIC/HYBRID	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		
Estimate (Assessment) Charge	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		Charged as labour time at 10 work units (1 x hours labour) For the purposes of evaluation, we have entered 1 x hours labour into cell E6.
Road Testing	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		[REDACTED] is [REDACTED] [REDACTED] = [REDACTED] For the purposes of evaluation, we have entered this value into [REDACTED]
Final Quality Inspection	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		Final check is charged [REDACTED] Based on a hourly rate of [REDACTED] - [REDACTED] = [REDACTED] For the purposes of evaluation, we have entered this value into [REDACTED]

OFFICIAL SENSITIVE - COMMERCIAL

System Diagnostic Check - Post-Repair	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		
System Diagnostic Check - Post-Repair - SPECIALIST	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		
System Diagnostic Check - Post-Repair - ELECTRIC/HYBRID	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		

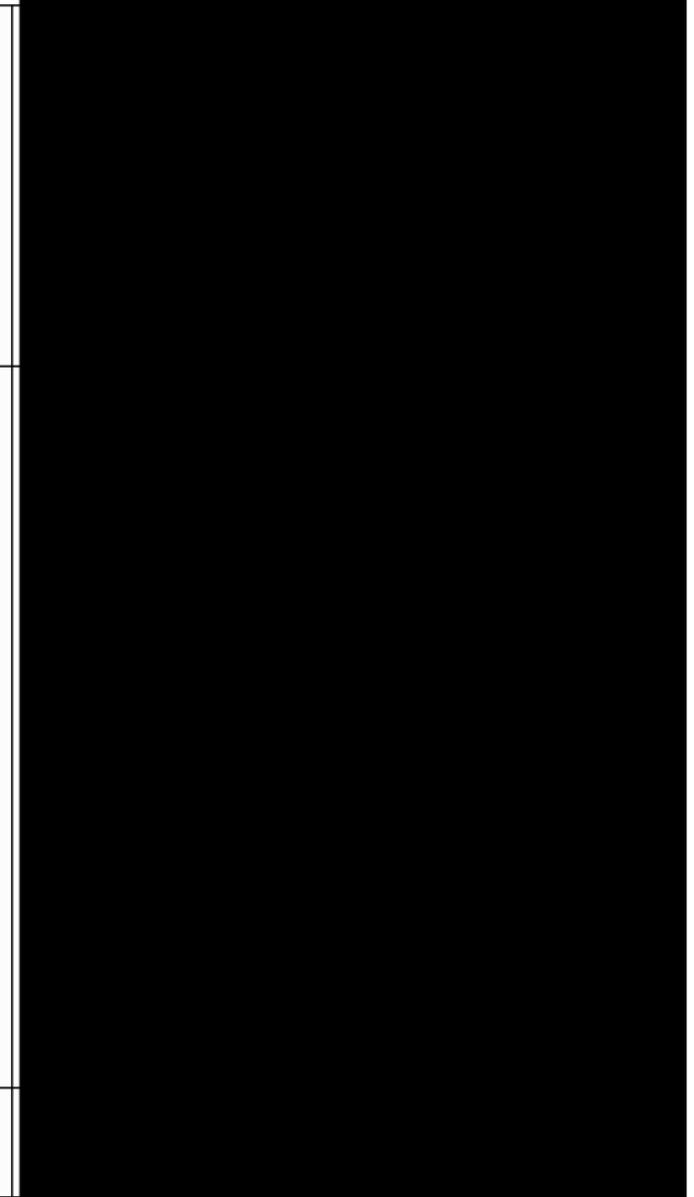
ELECTRIC/ HYBRID VEHICLES	Unit	Number	Rate	Total Cost	Additional Cost	Description
Electric/Hybrid Vehicle Quarantine for Battery Damage	Per Hour	1	£ -	£ -		[REDACTED]
Electric/Hybrid Vehicle Power Down and make safe before beginning repair, and then reinstating power	Per Hour	1	£ [REDACTED]	£ [REDACTED]		[REDACTED]

DAMAGED VEHICLE REPAIRS	Unit	Number	Rate	Total Cost	Additional Cost	Description
Labour Charge (Cars)	Per Hour	1	£ [REDACTED]	£ [REDACTED]		[REDACTED]

OFFICIAL SENSITIVE - COMMERCIAL

						<p>i</p> <p>y</p> <p>e</p> <p>c</p> <p>c</p>
<p>Labour Charge (Vans/ LightCommercial Vehicles up to 3.5 tonnes maximum GVW)</p>	<p>Per Hour</p>	<p>1</p>	<p>£ [REDACTED]</p>	<p>£ [REDACTED]</p>		<p>f</p> <p>e</p>

Labour Charge (Vehicles over 3.5 tonnes and up to 6.5 tonnes)	Per Hour	1	£ [REDACTED]	£ [REDACTED]	
Labour Charge (Prestige Cars and Specialist Charge (i.e., Aluminium Repairs))	Per Hour	1	£ [REDACTED]	£ [REDACTED]	



OFFICIAL SENSITIVE - COMMERCIAL

Labour Charge (Electric Vehicles)	Per Hour	1	£ [REDACTED]	£ [REDACTED]		
Standard Vehicle Shut Down (I.C.E.)	Fixed Cost	1	£ -	£ -		
Standard Vehicle Shut Down (EV)	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		
Sill Dressing (per side)	Per Unit	1	£ [REDACTED]	£ [REDACTED]		
Damaged Panel Replacements	Per Unit	1	£ ■	£ ■		
Swap Wheel with Spare Wheel	Per Unit	1	£ -	£ -		
Wheel Alignment 4-wheel (includes tyre pressure check and adjustment):						
Check only	Fixed Cost	1	£ -	£ -	-	

OFFICIAL SENSITIVE - COMMERCIAL

Check and adjust toe (additional charge for camber and castor adjustment)	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]	
Alloy Wheel Refurbishment (Inc. remove/ refit tyre, replace valve and balance):					
Standard Alloy	Per Unit	1	£ [REDACTED]	£ [REDACTED]	
Diamond Cut	Per Unit	1	£ [REDACTED]	£ [REDACTED]	
LIVERY					
	Unit	Number	Rate	Total Cost	Additional Cost
Livery Application (labour only)	Per Hour	1	£ [REDACTED]	£ [REDACTED]	
Advanced Driver Assistance Systems (ADAS)					
	Unit	Number	Rate	Total Cost	Additional Cost
ADAS (IIR) Identification and Recording (where not included in repair cost)	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]	
ADAS (IIR) Method Research Fee (to determine if inspection, realignment and calibration are required (where not included in repair cost)	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]	
ADAS (IIR) Extensive Road Test Post Calibration Verification (where not included in repair cost)	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]	
First Calibration (not including wheel alignment)	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]	



OFFICIAL SENSITIVE - COMMERCIAL

Subsequent Calibrations	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		[REDACTED]
Dynamic Calibrations - Most dynamic calibrations require 2 technicians <i>(It is assumed radar inclination angles have already been checked as part of the MET process by a qualified ADAS technician)</i>	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		
Steering angle reset (prior to ADAS calibrations)	Fixed Cost	1	£ [REDACTED]	£ [REDACTED]		

OFFICIAL SENSITIVE - COMMERCIAL

EV Recharge

Courtesy Vehicle
Provision of a Class A Vehicle (excludes insurance) (Third Party Repairs only)
Basic Valet of Courtesy Vehicle
Cleaning:
Sanitising of damaged vehicle on arrival
Post-Repair Valet (including Wash and Vacuum)
Fixed Costs:
Estimate (Assessment) Charge
Environmental (EPA) Charge
Environmental (EPA) Charge - Specialist

Per Hour	
----------	--

Unit	£
Per Day	
Fixed Cost	
Unit	£
Fixed Cost	
Fixed Cost	
Unit	£
Fixed Cost	
Fixed Cost	
Fixed Cost	

OFFICIAL SENSITIVE - COMMERCIAL

Post-Repair Valet (including Wash and Vacuum)
Air Conditioning Recharge
Vehicle Manufacturer Approval Charge

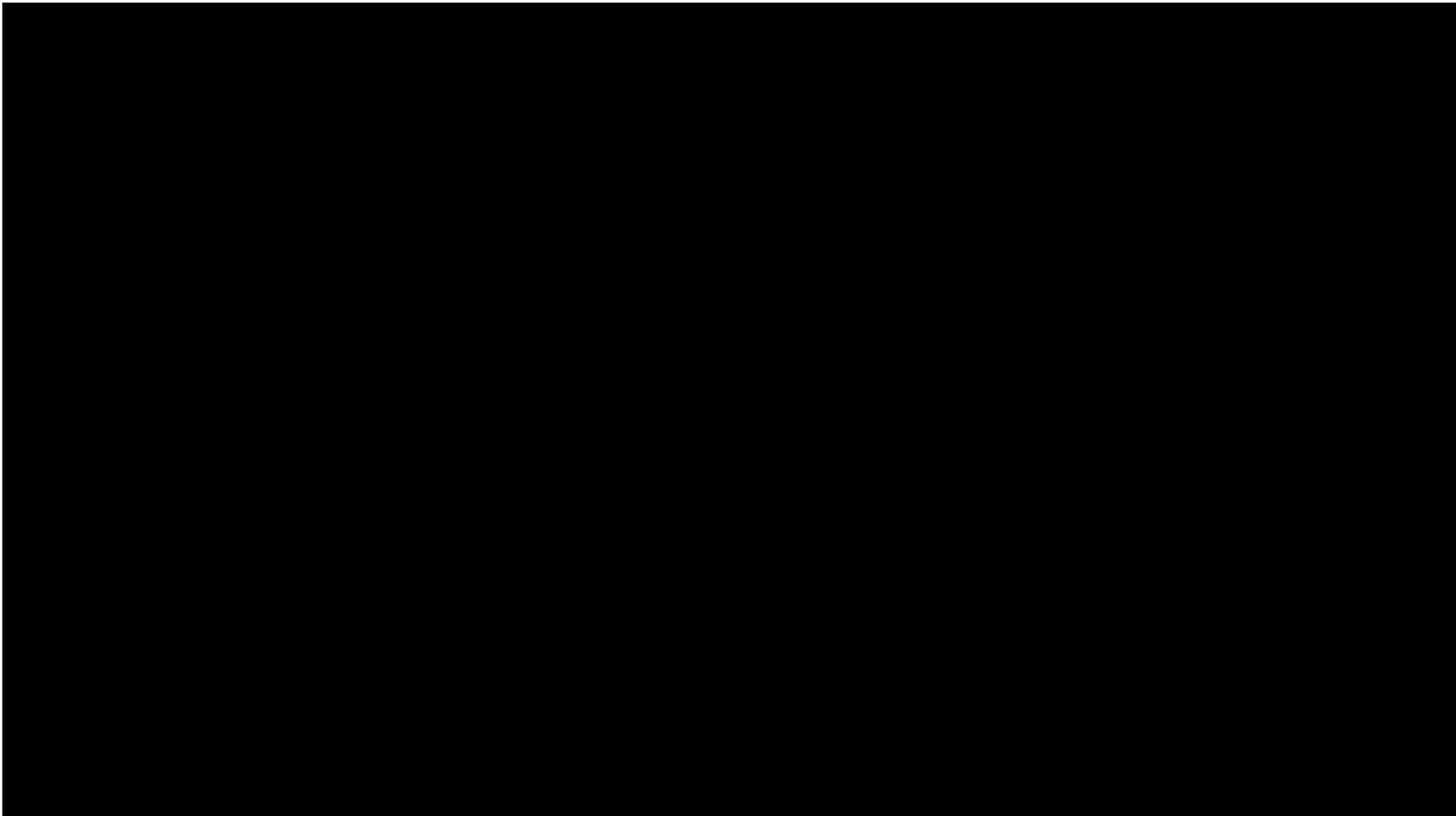
Fixed Cost	[REDACTED]
Fixed Cost	[REDACTED]
Fixed Cost	[REDACTED]

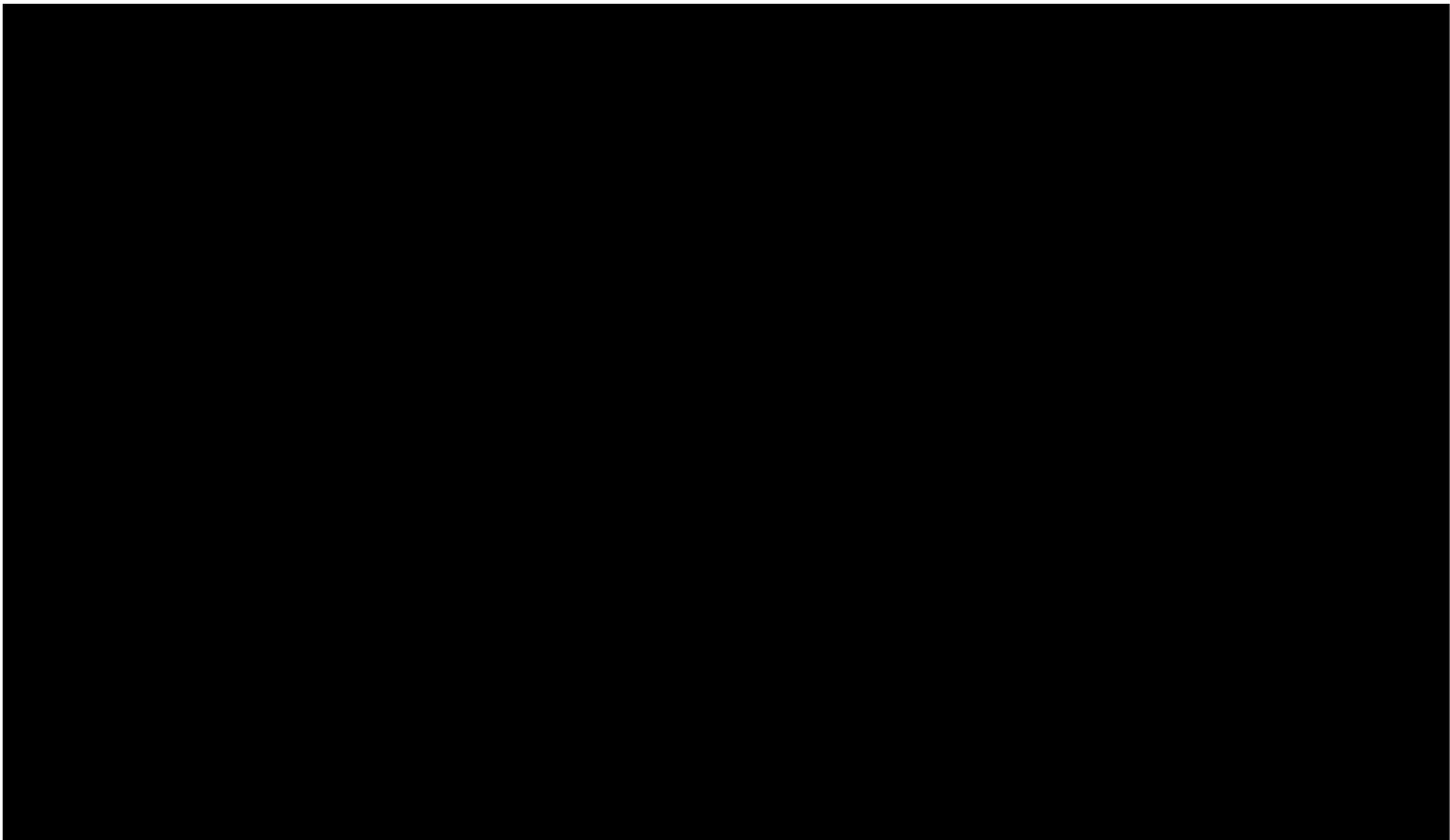
Description - Any Other Additional Costs:
 As the document does not enable bidders to add additional rows to this section, for complete transparency, we have included full menu-pricing as a separate appendix.

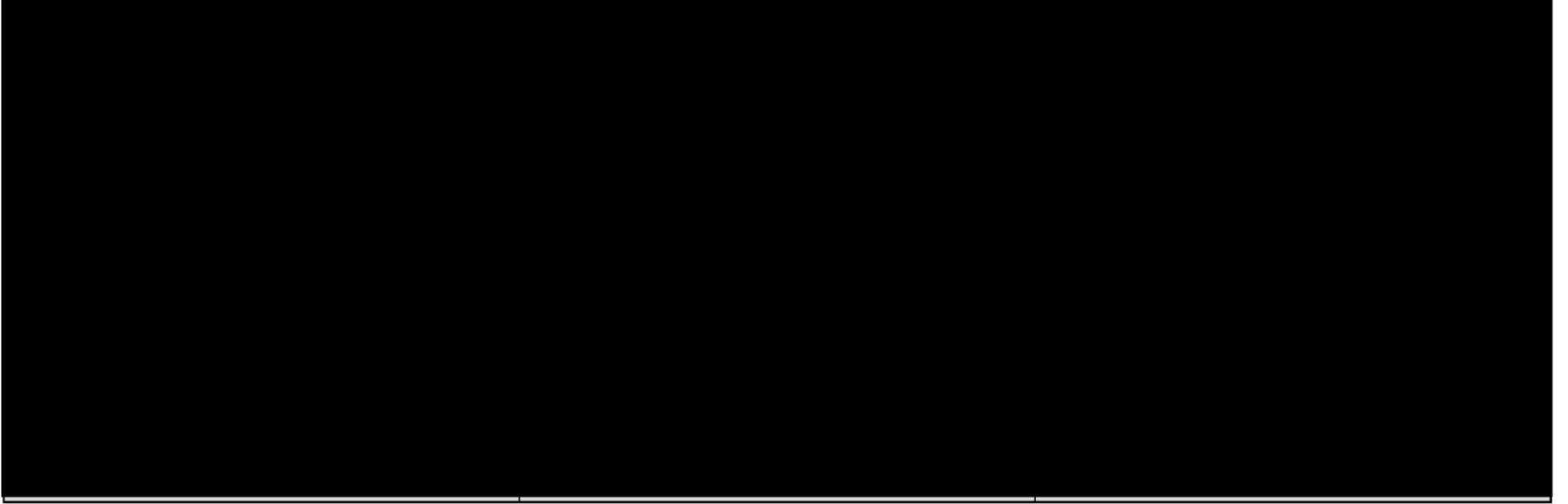
Unit	£	Total
1	[REDACTED]	[REDACTED]

Zone 99 Menu Pricing

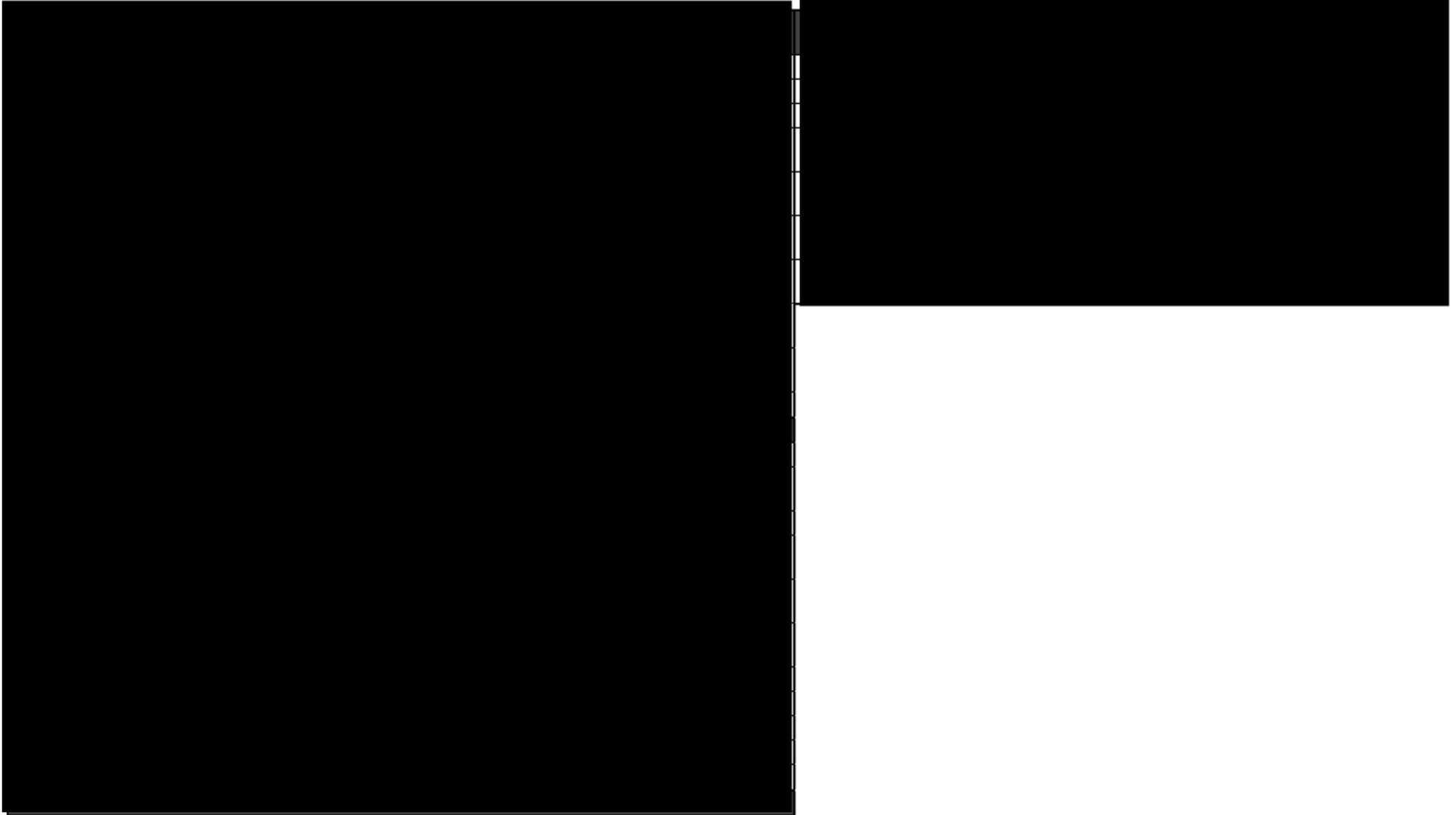
Charge	Comments	Charge
[REDACTED]		







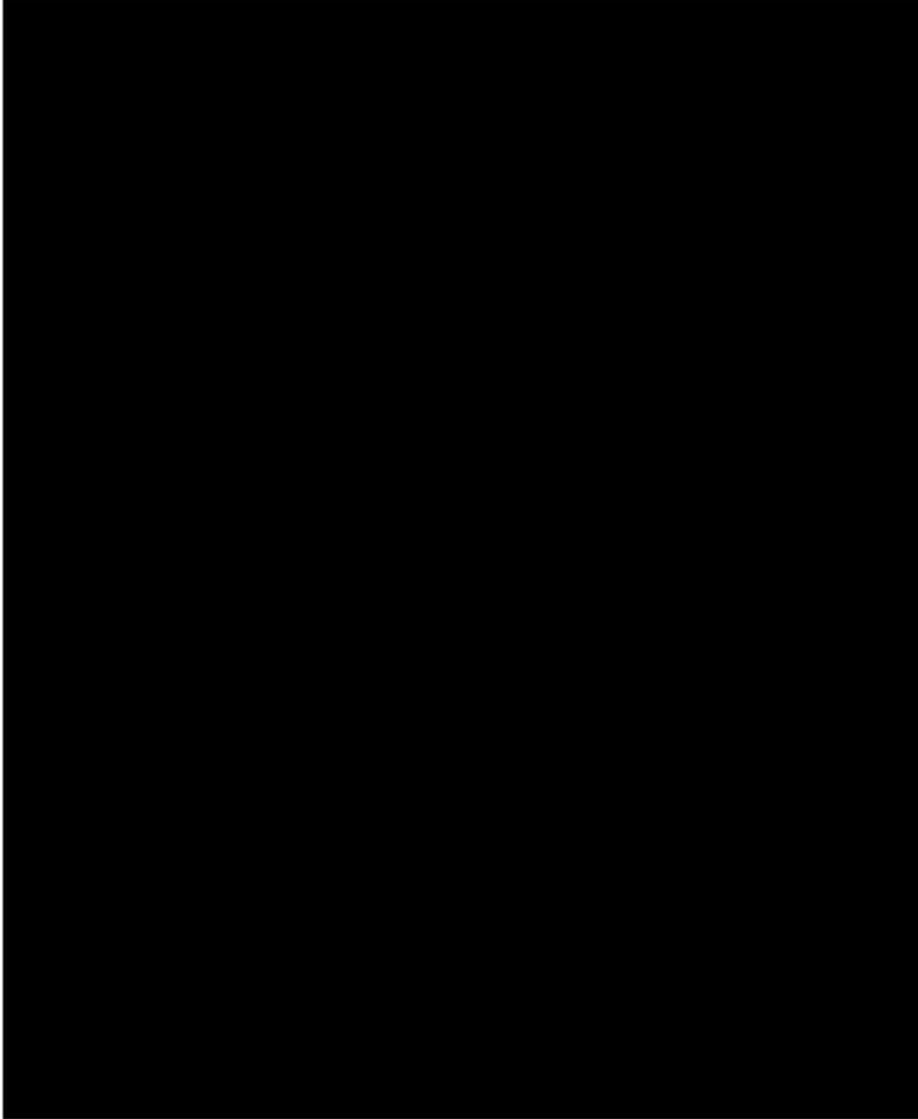
Mobile Repair Pricing

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Appendix A – Roadside Recovery



Section Six: Change Control Notice



Contract Variation/ Change Form

Contract Title: Insert Contract Title
Contract Reference: Insert Contract Reference
Change No: Insert CCN Number
Date: Click or tap to enter a date.

Between:

West Yorkshire Combined Authority (hereinafter called "the CA")	&	Insert Supplier Name, (hereinafter called "the Contractor")
--	---	---

1. With effect from Click or tap to enter a date., the Contract shall be changed as follows:

With regard to:

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

Signed:

For: The CA

For: The Contractor

By:

By:

Full Name:

Full Name:

Title:

Title:

Date:

Date:

Section Seven: Key Performance Indicators

See Section 2 – ‘Contract Management’

Social Value Commitments (Year 1)

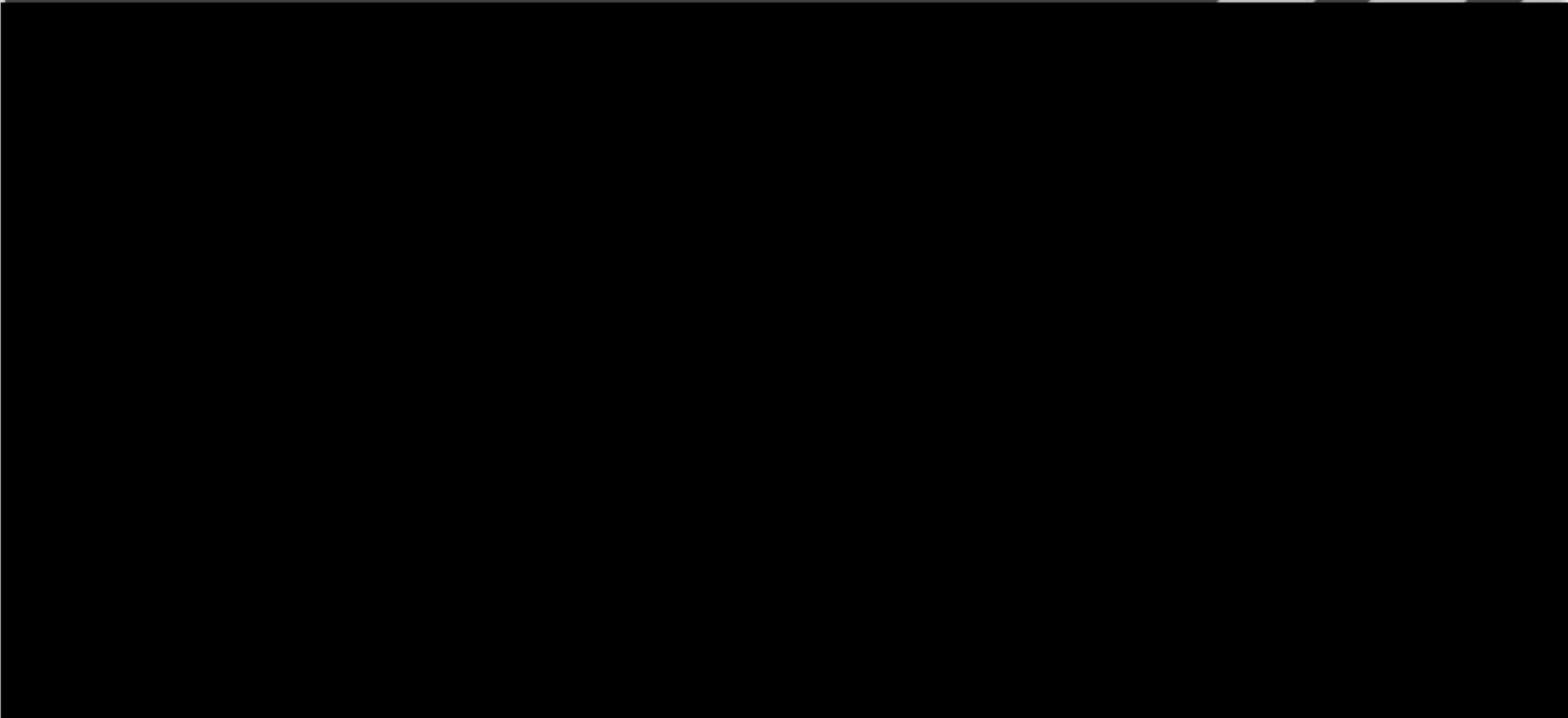
TOM	UNIT GUIDANCE	YOUR RESPONSE
NT1 – Local people employed or retained	Number of people in Full Time Employment who live in the local area who will be employed or retained as a result of this contract.	15.5 number of FTE Local Employees.
NT10 – Employment of new apprentices	No. weeks of apprenticeship training per person that will be delivered as a result of this contract.	69 weeks Total number of weeks for all new apprentices.
NT81 – Upskilling of existing employees through apprenticeships.	No. weeks of apprenticeship training per person that will be delivered as a result of this contract.	9.92 Weeks Total number of weeks of apprenticeship training.
NT55 - Support for common mental health issues	Number of employees accessing mental health screenings and appropriate therapies (can be direct employees or supply chain employees) that will be delivered as a result of this contract.	TBD number of employees who have been supported.
NT28 – Support for community projects through donations.	£ invested as a result of this contract.	£2,500 that will be donated to local community projects.
NT29 – Support for local community projects through volunteering	Number of staff volunteering hours that will be delivered as a result of this contract.	3 volunteer hours committed to local community projects.
NT32 - Reductions in car miles from a green transport programme.	Number of miles saved as a result of a green transport programme.	TBD number of miles saved.
NT72 - Hard-to-recycle waste diverted from landfill/incineration	Tonnes of waste diverted through initiatives to create solutions for recycling hard to recycle items.	2 tonnes of hard-to-recycle waste diverted.



ITT FMG SUPPORT
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Section Eight: Key Contacts

FMG Repair Services: Huddersfield



FMG Repair Services: Bradford

FMG Repair Services: Leeds

FMG Repair Services: Doncaster



Section Nine: Tender Response and Clarifications

Tender Response

SECTION 1 - PROCUREMENT SPECIFIC QUESTIONNAIRE

Part 1 – Confirmation of Registration on the Central Digital Platform				
Preliminary questions				
No	Question	Your Response		
1	Company Name:	FMG Support (FIM) Ltd		
2	You must be registered on the central digital platform (CDP). Please provide your Unique Identifier:	[REDACTED]		
3	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium. If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:	Single Supplier	<input checked="" type="checkbox"/>	
		Group/Consortium	<input type="checkbox"/>	
		the name of the group/consortium	N/A	
		the proposed structure of the group/consortium, including the legal structure where applicable	N/A	
		the name of the lead member in the group/consortium	N/A	
	your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)	N/A		
4	If applicable to this Procurement, please confirm which lot(s) you are bidding for	N/A		
5	Are you on the debarment list?	Yes (provide details below)	<input type="checkbox"/> No <input checked="" type="checkbox"/>	
	The debarment list can be found here: https://assets.publishing.service.gov.uk/media/67c19349	N/A		

	750837d7604dbcd6/Debarment_List_revised.pdf	
No	Core Supplier Information	
6	<p>You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).</p> <p>This includes:</p> <ul style="list-style-type: none"> a) basic information b) economic and financial standing information c) connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies) d) exclusion grounds information <p>Please confirm you have shared this information with us:</p>	
	Insert File Reference	or [REDACTED]

Part 2 – Additional Exclusions Information			
No	2a) Associated and Connected Persons		
7	<p>Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor). If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable).</p>	Yes	<input type="checkbox"/>
		No	<input checked="" type="checkbox"/>
8	<p>For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.</p> <p>N/A</p> <p>N/A</p>		
9	<p>For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):</p> <ul style="list-style-type: none"> a) basic information 		

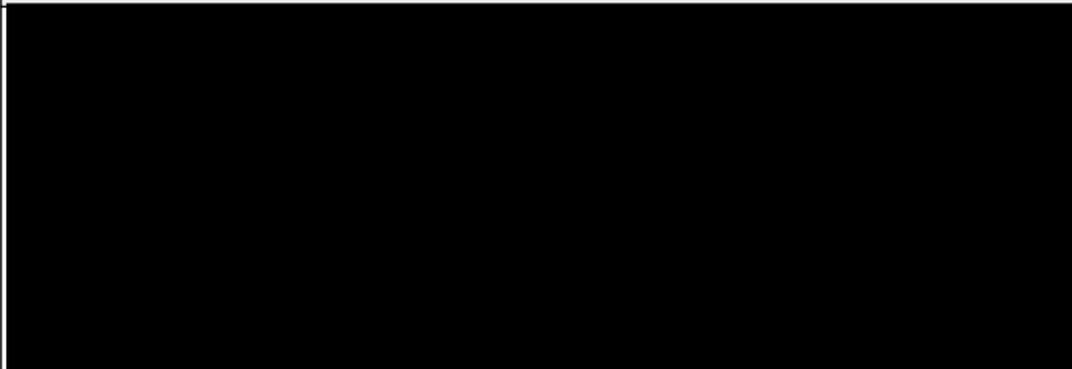
	b) economic and financial standing information (if they are being relied upon to meet conditions of participation regarding financial capacity) c) connected person information d) exclusion grounds information			
	N/A			
	N/A			
10	Are any of your associated persons on the debarment list?	Yes (provide details below)	<input type="checkbox"/>	No <input type="checkbox"/>
		N/A		
No	2b) List of Intended Sub-Contractors			
11	Please provide: a) a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain) b) their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number, charity number, VAT registration number, or equivalent c) a brief description of their intended role in the performance of the contract If you are not intending to sub-contract the performance of all or part of the contract, then this question and Q12 are not applicable. If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.			
	Name of Sub-Contractor	Unique Identifier	Brief Description	
	FMG Repair Services Limited	Companies House No: 05120241	Complete the physical vehicle repair of West Yorkshire Police (and third party) vehicles.	
	Supplier Name	Unique Identifier	Brief Description	

	Supplier Name	Unique Identifier	Brief Description			
		Unique Identifier	Brief Description			
12	Please confirm if any intended sub-contractor is on the debarment list.	Yes (provide details below)	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
		N/A				

Part 3 – Questions Relating to Conditions of Participation						
3a) Standard Questions						
No	Financial Capacity					
13	Financial and Economic Standing					
	Please self-certify that you comply with the following minimum requirements and that you are able to provide any corresponding evidence if requested:					
	Applicable Financial Assessment	Minimum Level required	Self-Certification of compliance			
	Annual Turnover (for the last 2 years)	£2.4m (2 x Annual Contract Value)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Net Assets	>0 (positive net asset value)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Please provide details of the evidence which will be provided if requested:	Detailed Accounts from the most recent two years (Not Audited)				
	N/A					
14	Are you relying on another person or entity to meet this level of Financial and Economic Standing / to act as guarantor?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
	N/A					

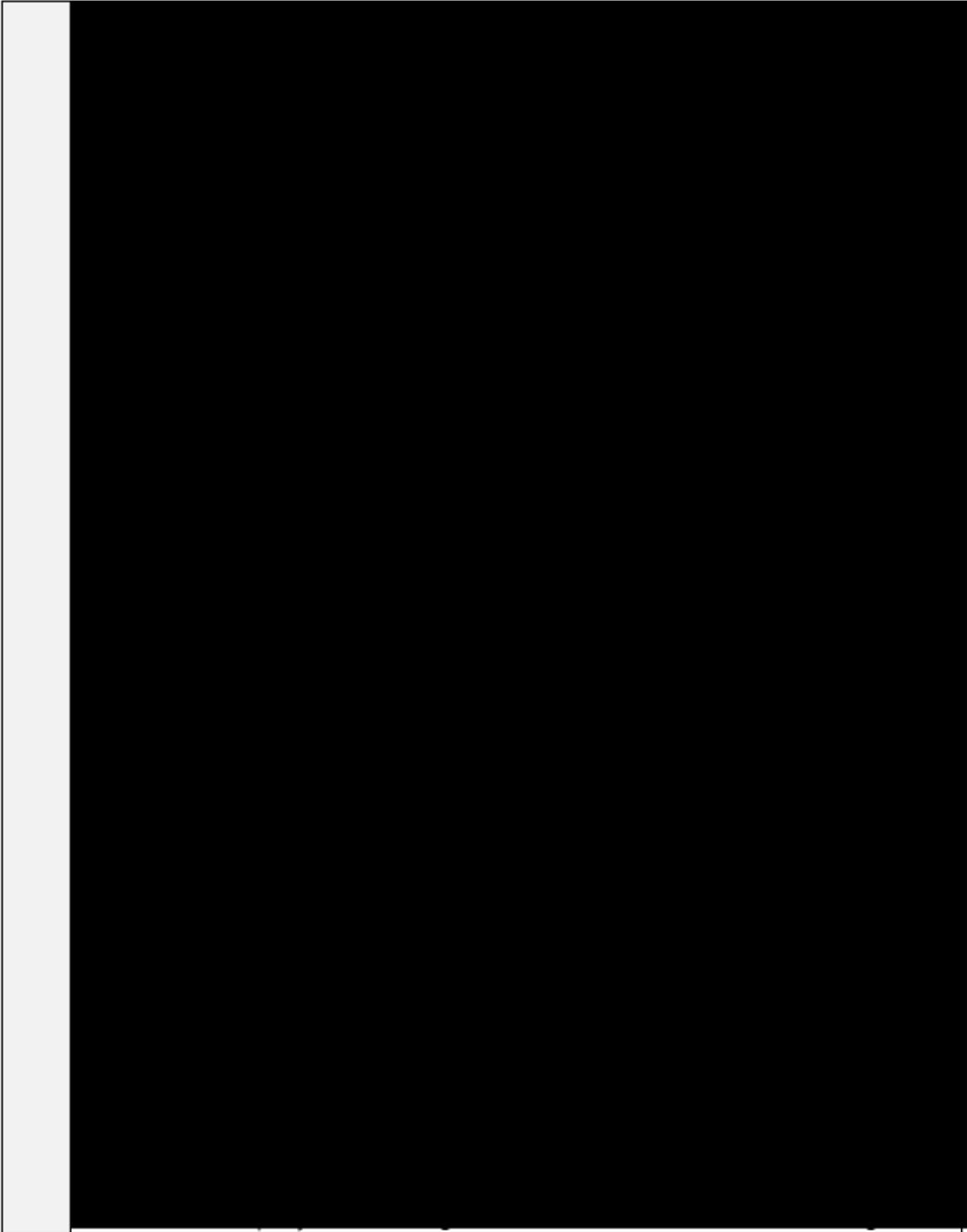
	Please provide their name and details of the evidence which will be provided if requested:	N/A			
15	Insurance				
	Please self-certify that you can commit to obtain (following contract award and prior to the commencement of the contract) the levels of insurance cover indicated below:				
	Insurance Type	Insurance Level	Yes/No		
	Employer's (Compulsory) Liability Insurance	£10,000,000.00	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Public Liability Insurance	£10,000,000.00	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Professional Indemnity Insurance	£5,000,000.00	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Product Liability Insurance	£10,000,000.00	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Motor Trade Insurance	£10,000,000.00	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
	There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: www.hse.gov.uk/pubns/hse39.pdf .				

No	Legal Capacity			
16	Legal Capacity (Contracting Authority Specific)			
	Not Used			
17	Data Protection and Information Governance			
	(1) Please confirm that your organisation has implemented technical and organisational measures which are in line with the minimum standards set out under ISO27001 (or an alternative equivalent industry standard which the authority must deem to be acceptable), to ensure and demonstrate that the processing of personal data and special category data generally by your organisation is performed in accordance with the 2016/679 EU (the "GDPR").	Yes	<input checked="" type="checkbox"/>	No
				

<p>If your answer is “Yes” please state which standard your organisation has implemented.</p> <p>If your answer is “No”, please provide details explaining why these measures have not been put in place and what action(s) you will be taking to remedy this.</p>				
<p>(2) Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the Data Protection Legislation and to ensure the protection of the rights of data subjects.</p>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<p>(3) Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects.</p> <p>Your response should include, but should not be limited to facilities and measures:</p>				
<ul style="list-style-type: none"> • To ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services 				
<ul style="list-style-type: none"> • To comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data 				
<ul style="list-style-type: none"> • To ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable 				
<ul style="list-style-type: none"> • To ensure legal safeguards are in place to legitimise transfers of personal data outside of the UK (if such transfers will take place) 				
<ul style="list-style-type: none"> • To maintain records of personal data processing activities 				
<ul style="list-style-type: none"> • To regularly test, assess and evaluate the effectiveness of the above measures 				
				









<p>(4) Have you been subject to any enforcement action(s) by the ICO (Information Commissioners Office) in respect of data protection compliance in the last three years?</p> <p>If your answer is “Yes”, please give details in the space below, including remedial actions taken. Please note that the Authority will not select bidders that have been prosecuted or served penalty/enforcement notice(s) in the last 3 years unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%; text-align: center;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%; text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		
<p>Click or tap here to enter text.</p>					
<p>(5) Have you appointed a Data Protection Officer (whether or not compulsory or voluntarily)?</p> <p>If your answer is “No”, please provide reasons why not:</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%; text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>		

No	Technical Ability
18	<p>Relevant Experience and Contract Examples</p> <p>Please 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 (which may include samples of grant-funded work).</p> <p>Where this procurement is for goods or services, the examples must be from the past three years. For Works contracts, the examples must be from the past five years.</p>

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.

For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed, or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member).

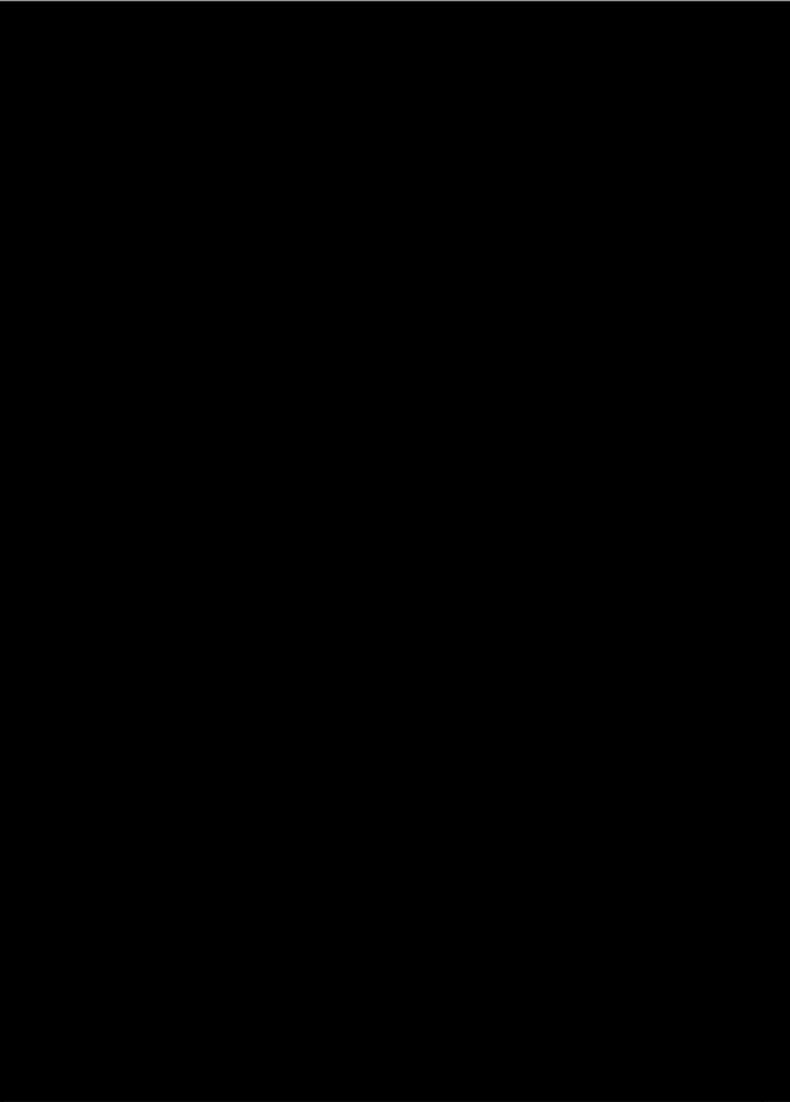
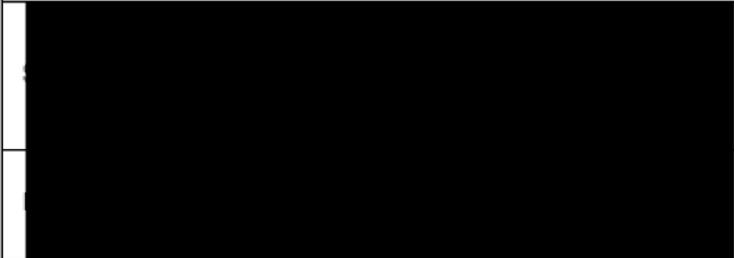
If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability.

Contract 1

Name of customer organisation who signed the contract	
Name of supplier who signed the contract	
Point of contact in customer's organisation	
Position in the customer's organisation	
E-mail address	

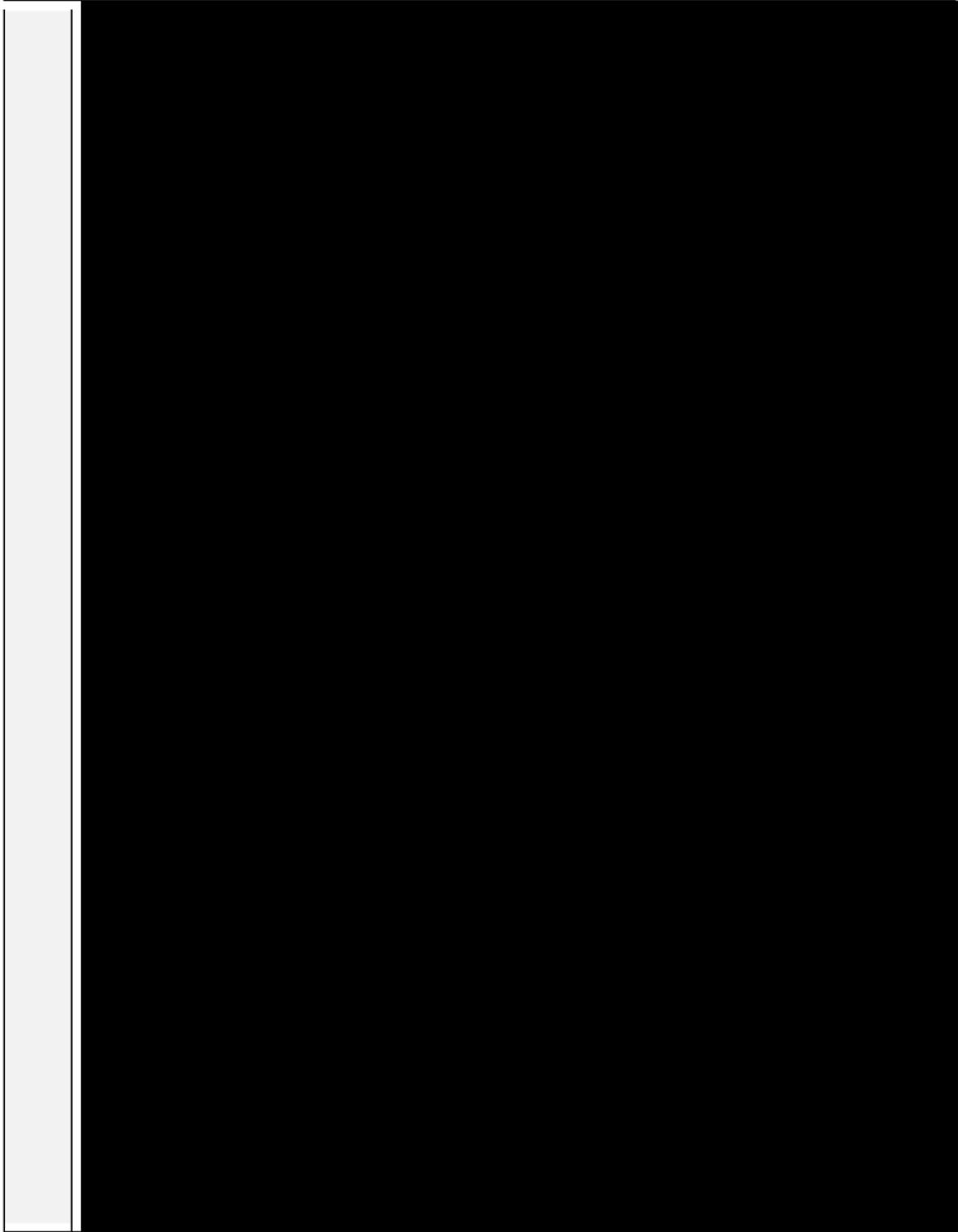
Description of contract	
Contract start date	
Contract completion date	
Estimated contract value	

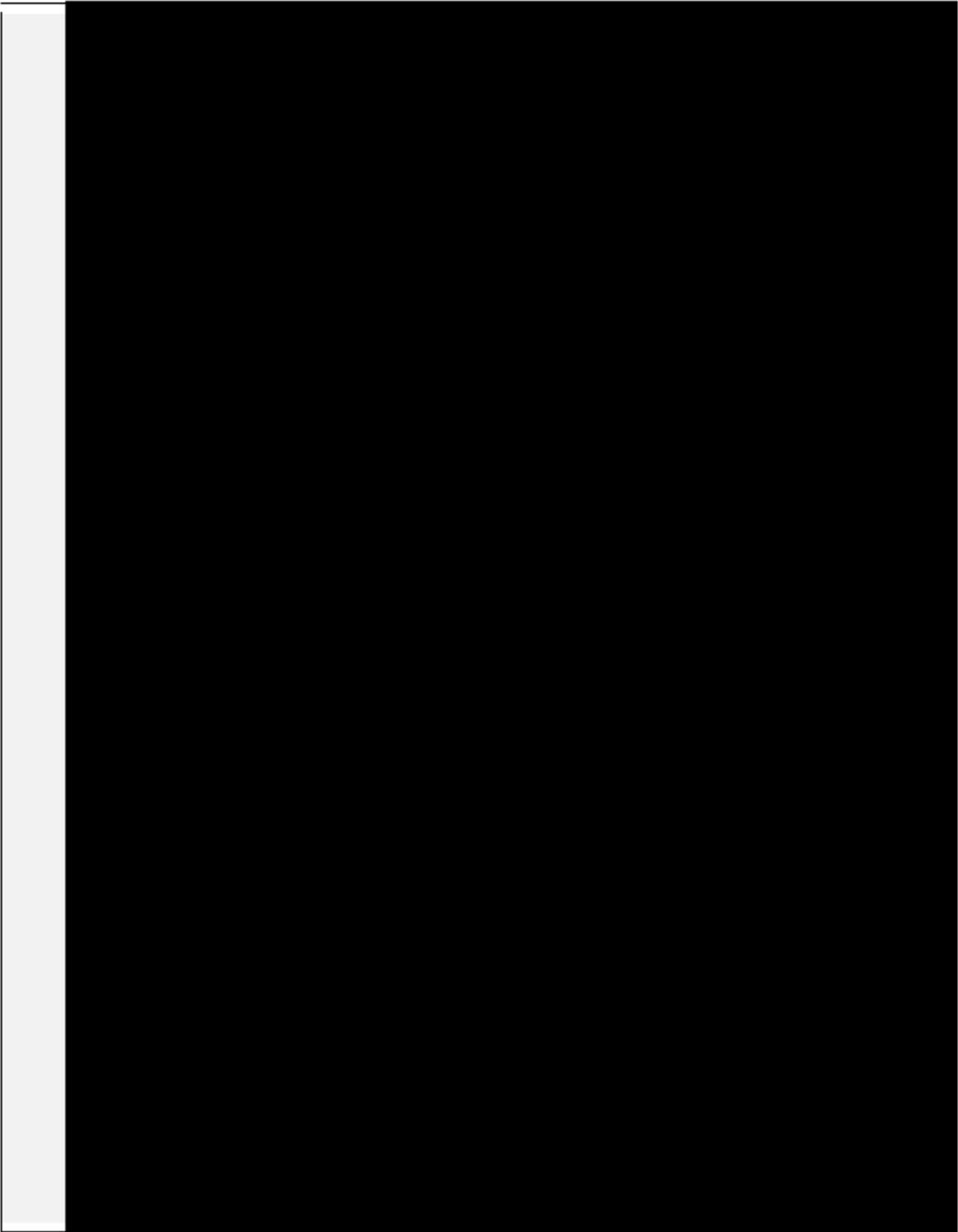
Contract 2	
Name of customer organisation who signed the contract	
Name of supplier who signed the contract	
Point of contact in customer's organisation	
Position in the customer's organisation	

E-mail address	
Description of contract	
Contract start date	
Contract completion date	
Estimated contract value	
Contract 3	
Name of customer organisation who signed the contract	
Name of supplier who signed the contract	

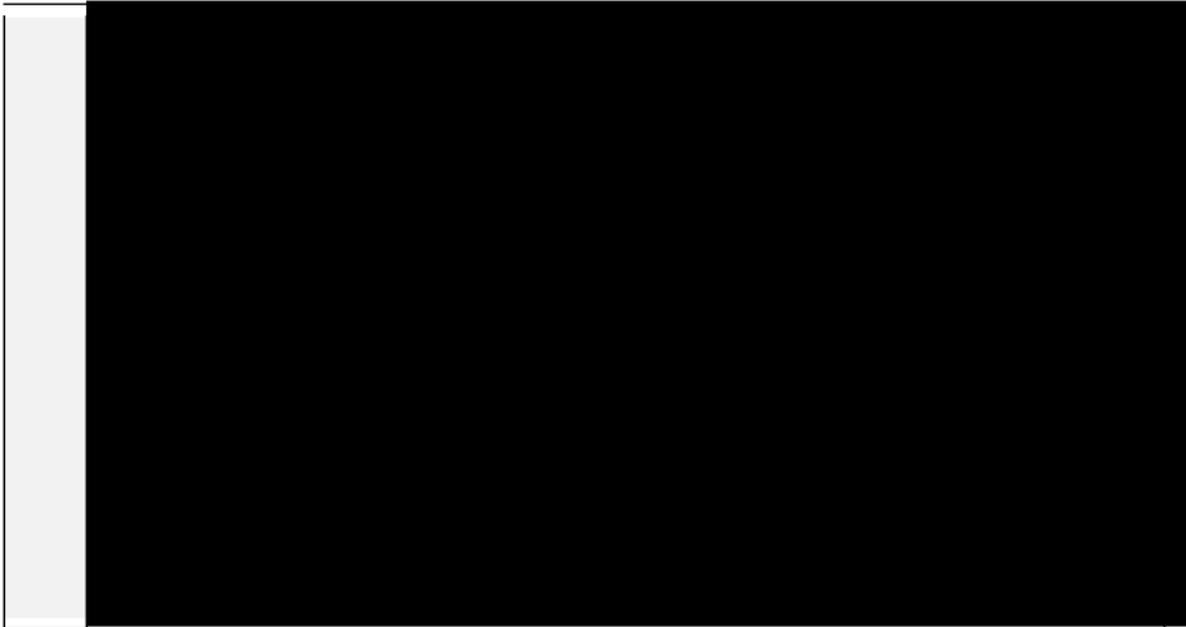
Point of contact in customer's organisation	[REDACTED]
Position in the customer's organisation	
E-mail address	
Description of contract	
Contract start date	
Contract completion date	
Estimated contract value	

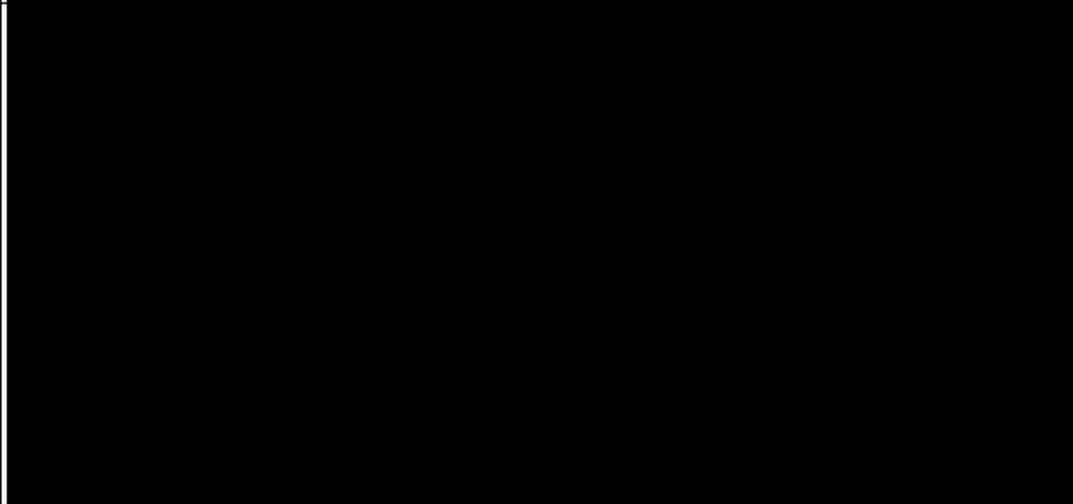
No	Technical Ability
19	<p>Experience of sub-contractor management</p> <p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement, or any others used previously).</p> <p>The description should include the procedures you use to ensure performance of the contract and how you will ensure any Sub-Contractors meet the vetting standards for this Contract.</p>

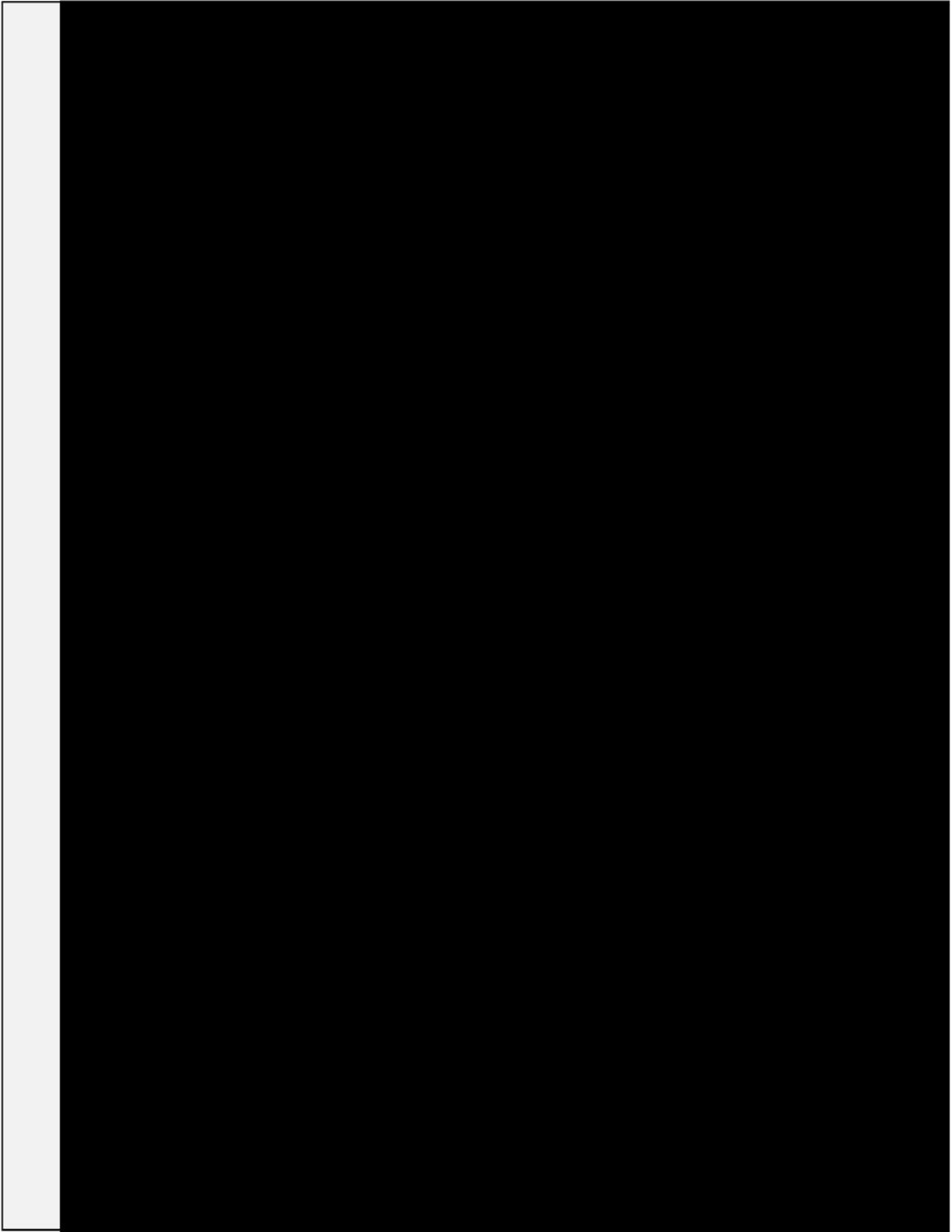








No	Technical Ability
20	Health and Safety
i)	Health and Safety Arrangements In no more than 500 words, please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant)
	



ii)	Please confirm that you comply with all Health and Safety Legislation and Codes of Practice for the Motor Vehicle Repair Industry:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
iii)	Please confirm that you comply with all Health and Safety Legislation and Codes of Practice associated with Roadside Repairs and Recovery:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
iv)	Please confirm that you will maintain up to date IVR training throughout the duration of this Contract:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

No	Technical Ability				
21	Accreditation and Certification				
	<p>The successful contractor will be required to provide evidence of the following standards for individual staff working on this contract for the following. (Where an equivalent standard applies, please provide details in the box provided). Please confirm that evidence can be provided on request:</p>				
i)	Up to date IVR Training for Roadside Safety (Module 1)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
ii)	Up to date IVR Training for Vehicle Recovery (Module 2)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
iii)	Up to date IVR Training for EV/Hybrid Vehicles (Module 3)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
iv)	Compliance with BS10125 Vehicle Damage Repair Standards	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
v)	National Body Repair Association (NBRA)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
vi)	ISO:9001:2015	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
vii)	ATA Automotive Technician Accreditation	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

viii)	Structural Aluminium Vehicle Damage Repairs Certification (for your Organisation or where you have specified a Sub-Contractor, their Organisation). Please provide details of the Certification.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Part 4 – Declaration and Contact Details					
AI Disclosure (Information Only – NOT SCORED)					
AI tools can be used to improve the efficiency of your bid writing process, however they may also introduce an increased risk of misleading statements via ‘hallucination’.					
Have you used AI or machine learning tools, including large language models, to assist in any part of your tender submission? This may include using these tools to support the drafting of responses to Award questions.	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
N/A					
Where AI tools have been used to support the generation of tender responses, please confirm that they have been checked and verified for accuracy.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
Are AI or machine learning technologies used as part of the products/services you intend to provide to the Contracting Authority? If Yes: Please describe how AI technologies are integrated into your service offerings.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	



Declaration

- I declare that to the best of my knowledge the answers submitted, and information contained in this complete document are correct, accurate and not misleading.
- I declare that, upon request and without delay I will provide the certificates and/or documentary evidence, and/or information referred to in this document except where this documentation can be accessed by the contracting authority via a national database free of charge or the contracting authority already possesses the documentation.
- I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement
- I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or false/misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement.
- I am aware of the consequences of serious misrepresentation.

Contact Details

Name of organisation	FMG Support (FIM) Limited	
Company Registration	02658067	
Are you a Small, Medium or Micro Enterprise (SME) ² ?	No	
Are you a Voluntary Community Social Enterprise (VCSE)?	No	
Contact name	[REDACTED]	

Role in organisation	Managing Director
Phone number	[REDACTED]
E-mail address	[REDACTED]
Postal address	Broad Lea House, Dyson Wood Way, Bradley Business Park, Bradley, Huddersfield, West Yorkshire, HD2 1GZ
Signature (electronic is acceptable)	[REDACTED]
Date	03/09/2025

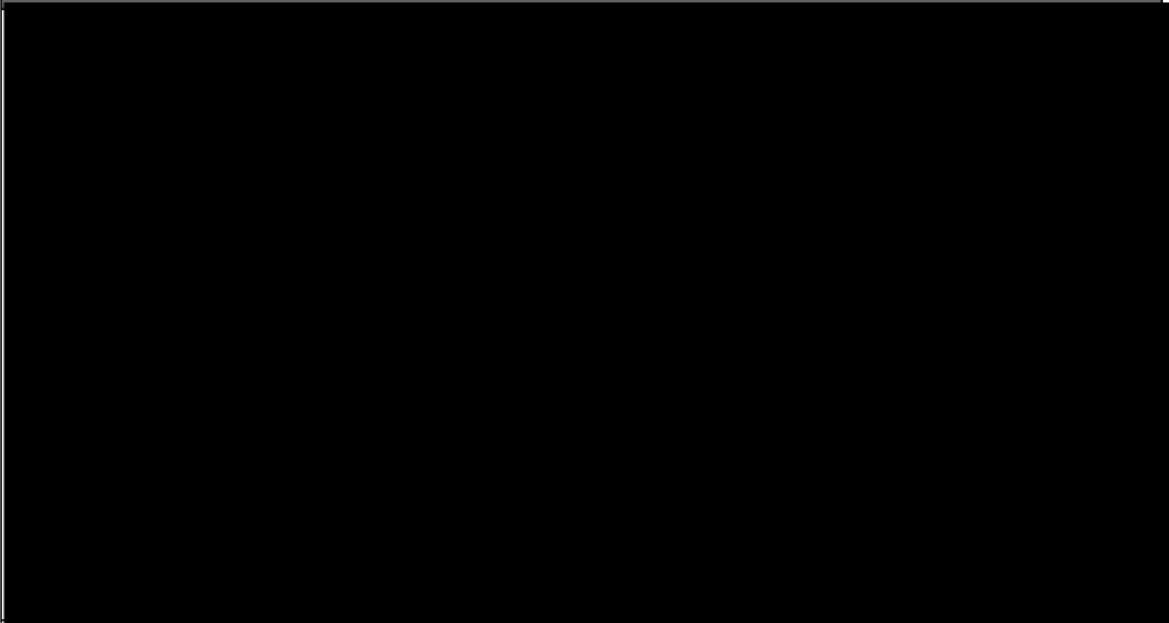
SECTION 2 – AWARD CRITERIA

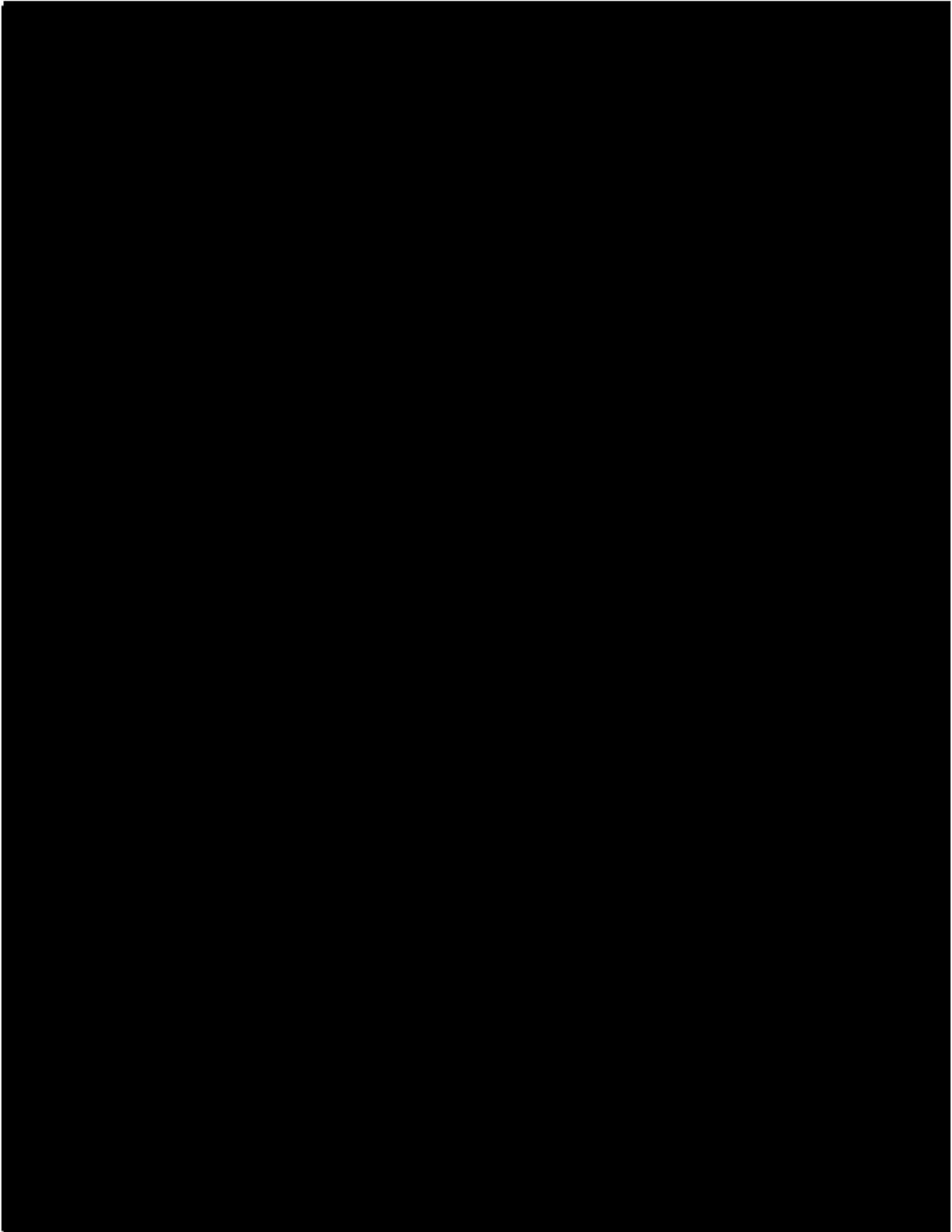
Part 1 – Mandatory Criteria					
Please note that a ‘No’ response to any of the following may result in a ‘Fail’.					
Evidence may be required by the Preferred Supplier when requested.					
Please select the applicable response to the following:					
No	Requirement	Your Response			
1	Please confirm that you have read, understood and agree to comply with the Statement of Requirements provided in this Procurement Pack.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2	Please confirm that you have read, understood and agree to comply with the Conditions of Contract provided in this Procurement Pack.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
3	Please confirm that your principal operational premises to undertake this contract will be located inside the West Yorkshire Boundary.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
4	(a) Please confirm whether you have suitably trained and experienced personnel for the application of vehicle livery:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	(b) Where your response to the above is “No”, please confirm that you will have suitably trained staff in place within three (3) months of contract award at no additional cost to the Authority:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5	Please confirm that you will have a clear policy on the movement, storage and repair of Electric Vehicles and that this can be provided on request.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

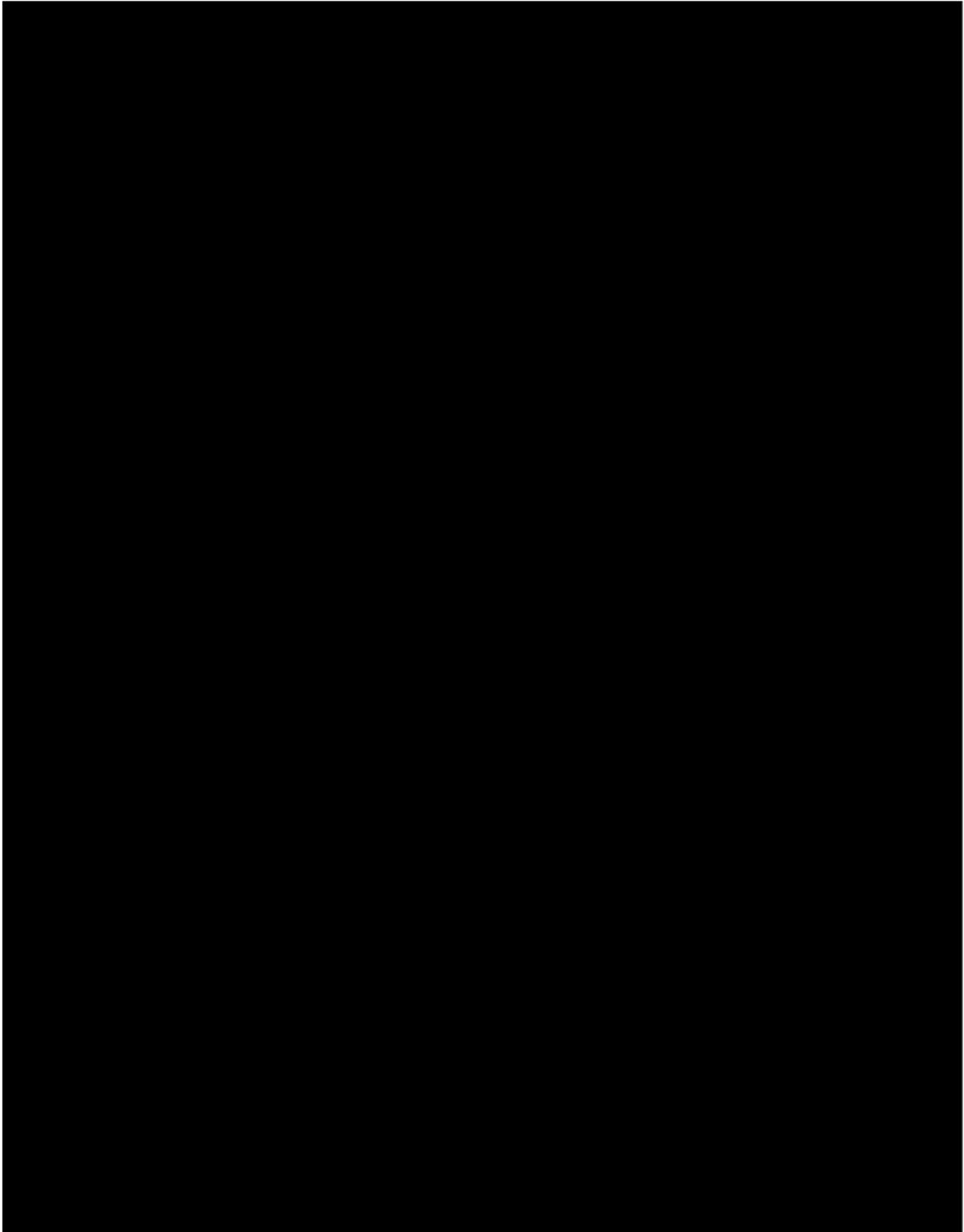
BUSINESS CONTINUITY	
6	Category One responders are required by the Civil Contingencies Act 2004, to have a Business Continuity Management (BCM) system in place. BCM is a critical area of business, therefore where it is necessary to procure goods or services that underpin these Critical Functions from external suppliers, documentary evidence will be required from them of their BCM processes and plans, that ensures the continuous provision of that product or service.

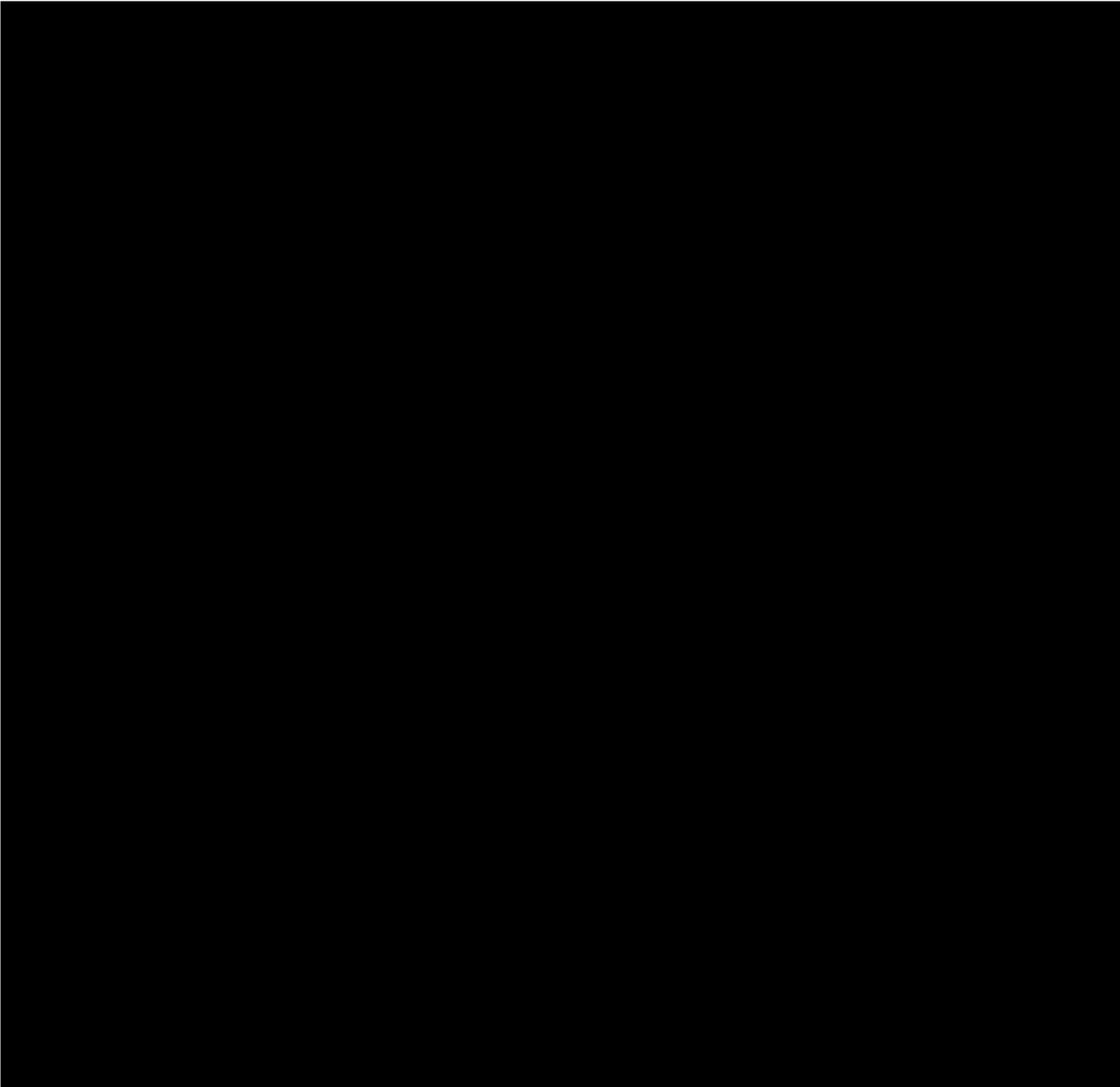
a)	Does your company have a Business Continuity policy and plan(s)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	If 'yes, is it available to the Authority upon request?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
b)	<p>In terms of resilience, please demonstrate how you will apply your Business Continuity Management processes to ensure the continuous provision of this service in the event of a disruption?</p> <p>Your response should cover the following elements:</p> <ul style="list-style-type: none"> • The activities that are essential for the delivery of your products and services and how did you identify these; • A summary of how your company would operate following a loss of or disruption to key resources including (but not limited to) staff, IT systems, communication systems, utilities, premises, equipment, fuel, suppliers, etc; • Confirmation that all your critical IT systems and data are backed up and readily available off site with disaster recovery procedures in place to restore them; • A description of the business continuity roles and responsibilities of your key personnel and documentary evidence that these are clearly defined; and • The procedures you have in place to ensure immediate and regular communication with your customers and key stakeholders following any disruption. 				

Your Response







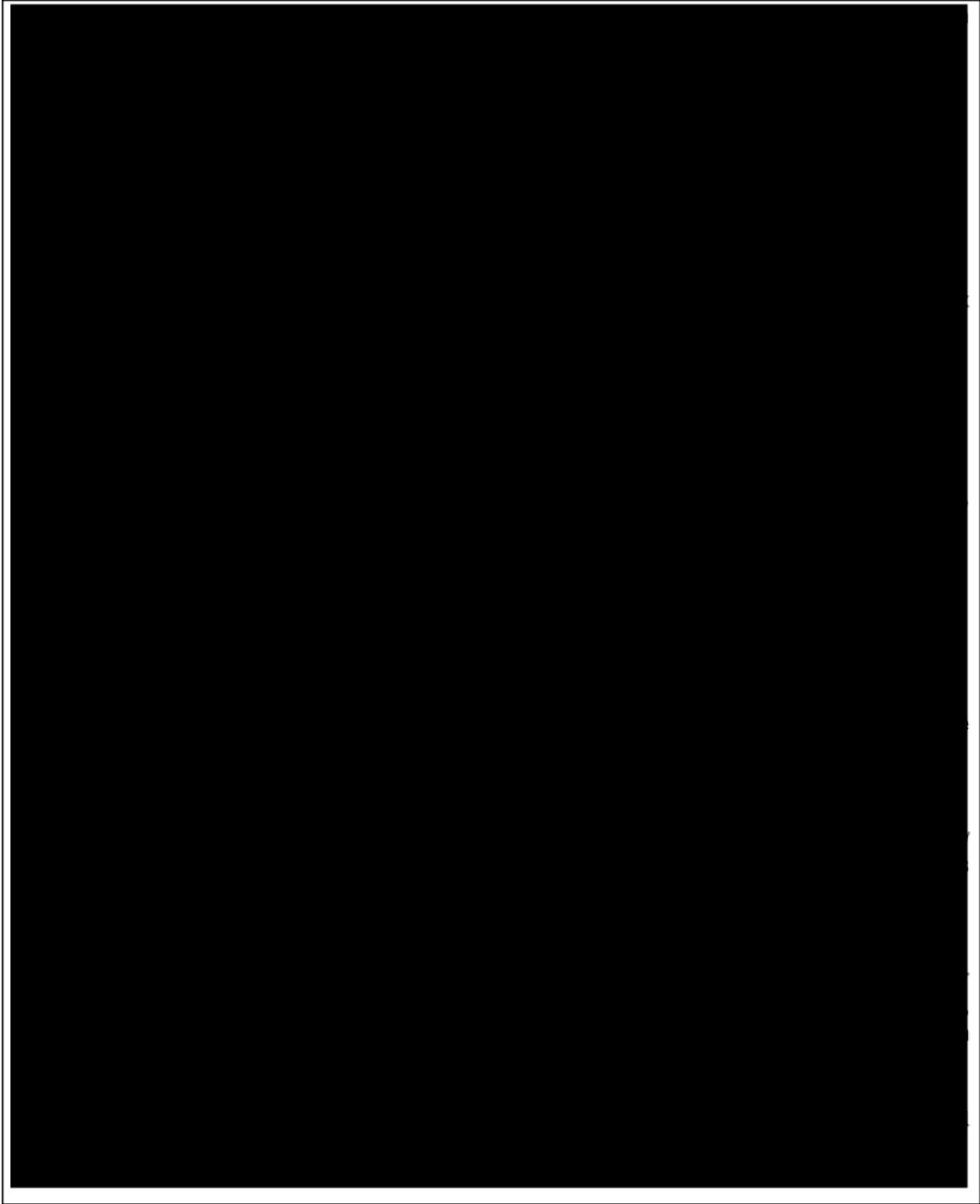


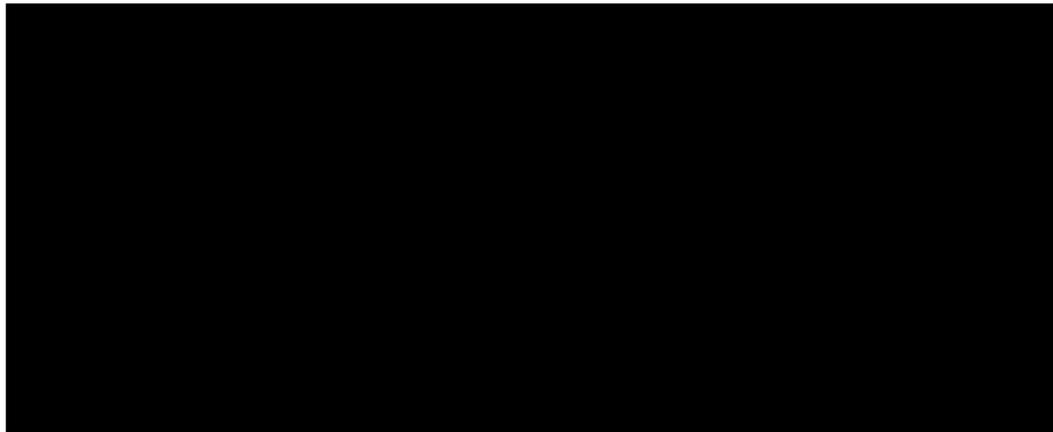
c)	<p>In order to validate your Business Continuity plan(s) and arrangements, it is essential that they are regularly reviewed, exercised and updated.</p> <p>Outline your validation process below (you may be asked to provide evidence that your business continuity plans have been reviewed, exercised and updated within the last 12 months).</p>
----	--

Your Response



The content of this page is almost entirely obscured by a large black redaction box. Only a few characters are visible along the left edge of the box, including 'A', 'f', 'f', '0', '0', '8', 'V', 'E', 'V', 'P', 'V', 'E', 'A', '7', '8', '6', 'T', and 'T'. The rest of the page is blank.



SECURITY REQUIREMENTS					
7	Suppliers are required to comply with the information security requirements required for the delivery of this Contract.				
a) Please confirm that you will comply with the following documents in relation to information management and security.					
i)	Appendix 1 Information Management Standards (including the embedded Data Processing and Security Standards documents)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
ii)	Appendix 2 IT and Information Assurance Security Standards	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
b) It is imperative that any vehicles, vehicle contents and data in relation to this Contract remain confidential.					
i)	Do you have, or will you have in place prior to Contract Award, a clear confidentiality Policy in relation to this Contract?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Please provide details of how you will communicate this to your staff and the key areas it does or will cover:				
					
ii)	Do you have, or will you have in place prior to Contract Award, a clear social media Policy in relation to this Contract?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Please provide details of how you will communicate this to your staff and the key areas it does or will cover:				

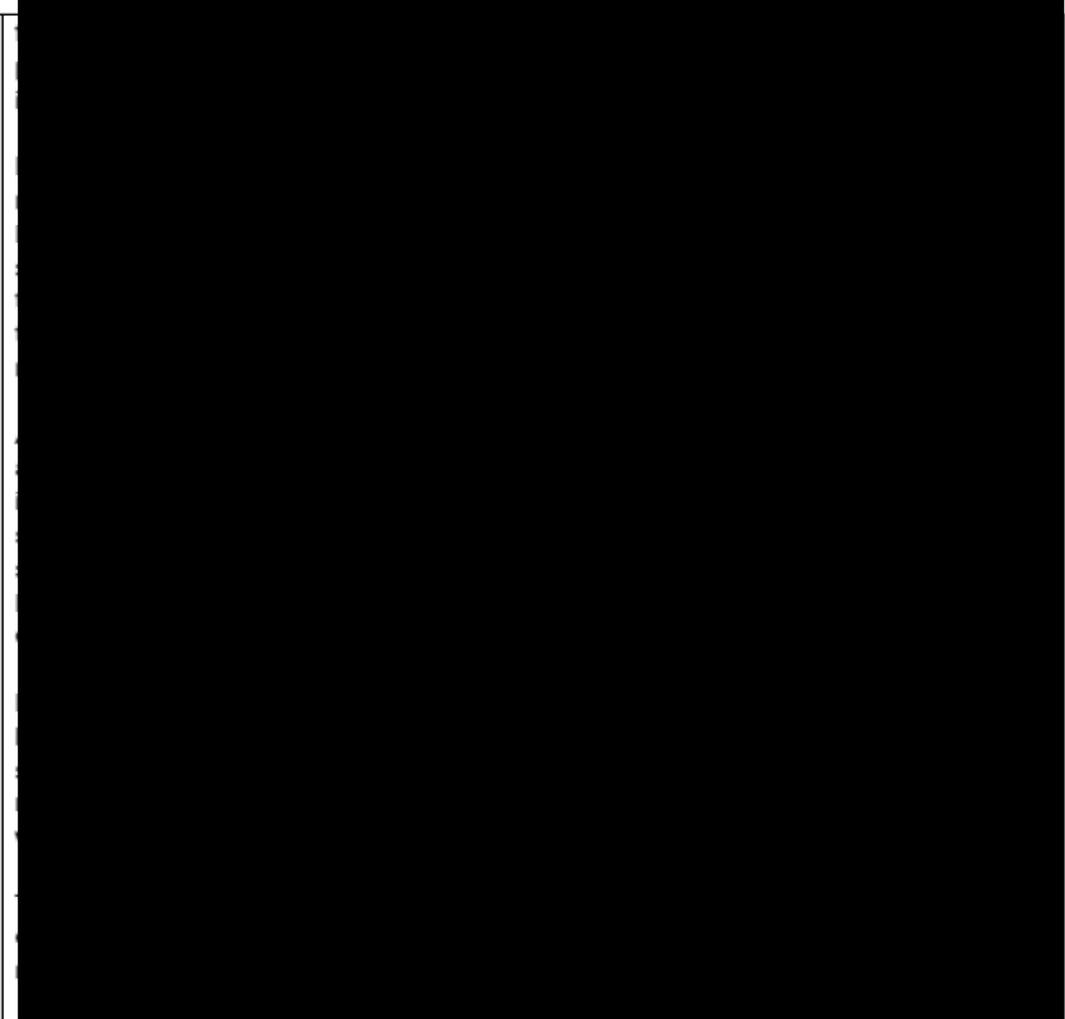
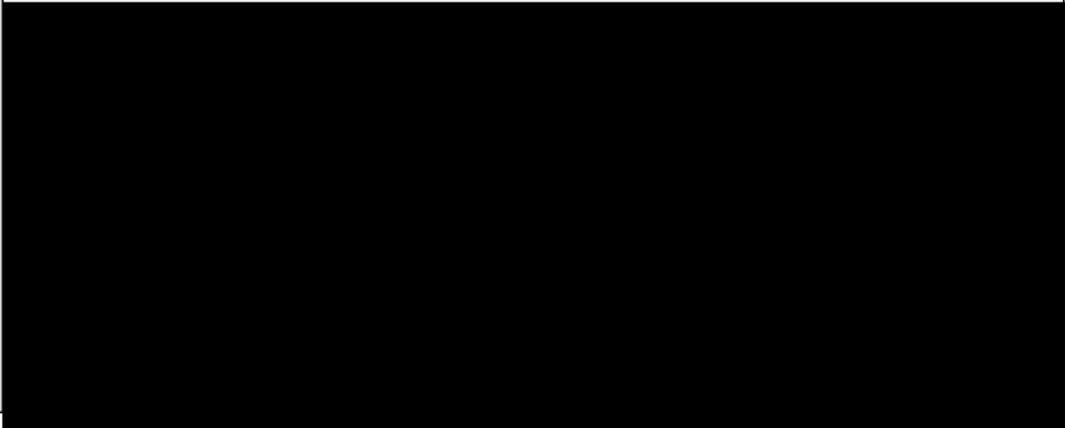
8	Please confirm that you will comply with the Force's vetting requirements as detailed in Appendix 3.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
9	Please confirm that you will ensure sub-contractor compliance with the Force's vetting requirements.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

SOFTWARE	
10	<p>Please provide the name and standard of the estimating package you are proposing to use and confirm that this meets the requirements detailed at 3.32 of the Statement of Requirements.</p> <div style="background-color: black; height: 80px; width: 100%;"></div>

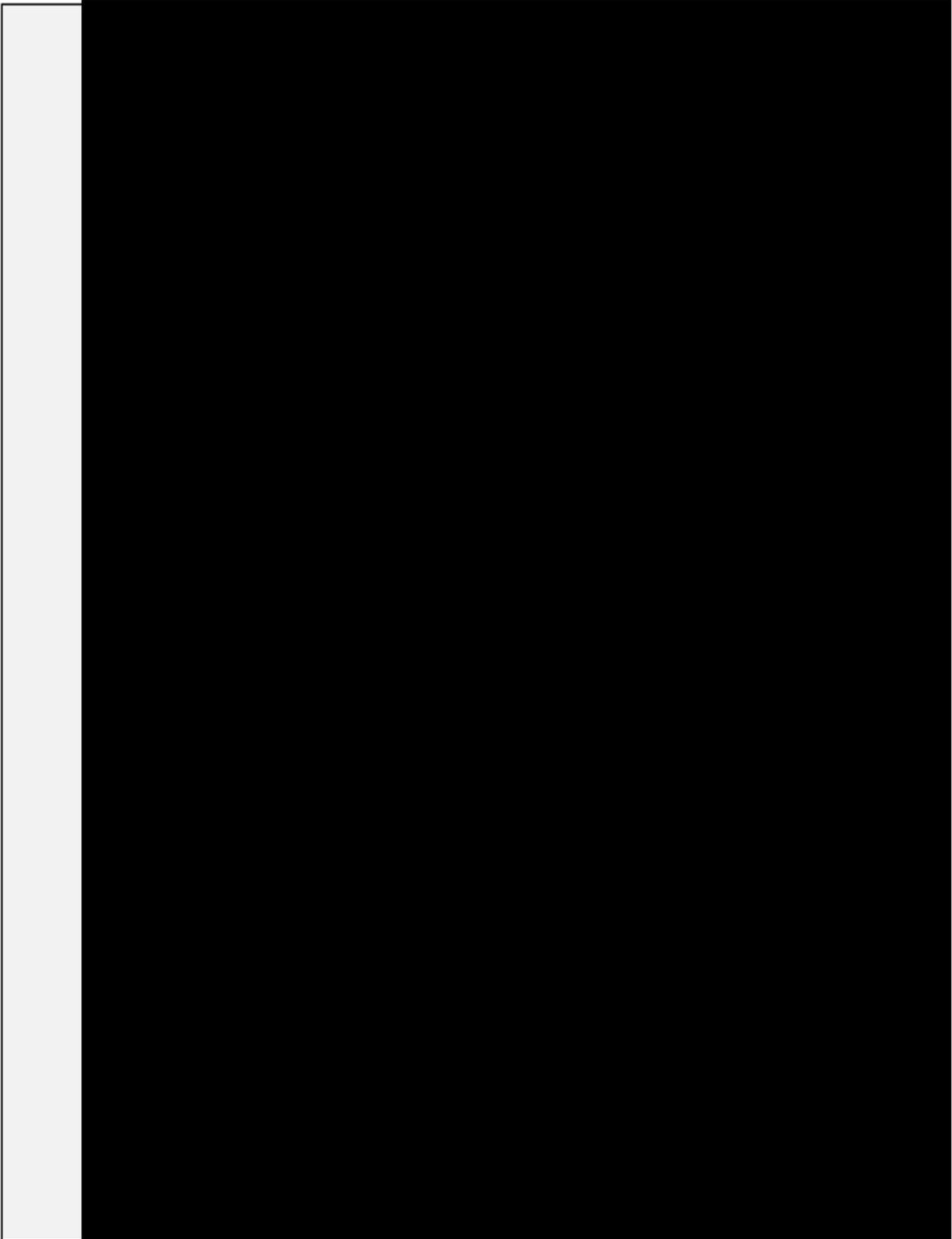
PROPOSED FACILITIES	
11	<p>Please provide location(s) (including postcode) of the principal and any additional sites you are proposing to deliver this contract.</p> <p>For each proposed site, provide details requested which demonstrate how you will meet the capacity, resource and security requirements for this contract:</p>

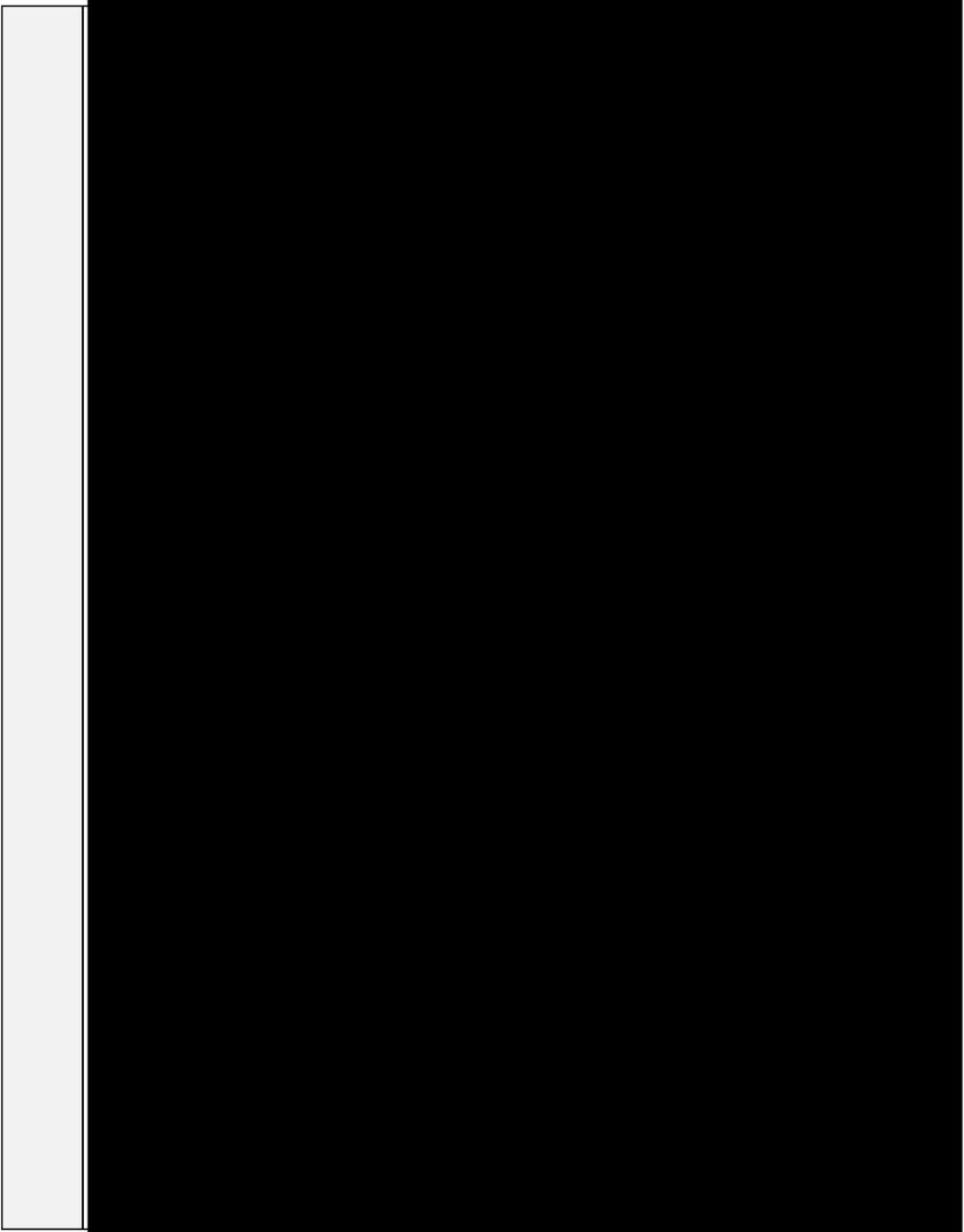
	For any sites which currently do not meet the conditions in the statement of requirements, please provide an explanation of how they will be met by the Contract Start Date.		
i)	Location	Postcode	Status
	PRINCIPAL SITE: FMG Support (FIM) Ltd - Huddersfield	[REDACTED]	
	Operational Capacity including the number and types of vehicles which can be worked on at any one time (including maximum weight/sizes) at this Site.		
	[REDACTED]		
	Staff Resources, Job Titles and Level of Expertise at this Site.		
[REDACTED]			

	<p>Specialist Repair Equipment (e.g. Body Repair Equipment, jig cars, aluminium repairs, weight restrictions, ADAS equipment) at this Site</p>
	<p>Storage Capacity / No. of that can be stored at any one time (including maximum weight/sizes) and duration at this Site.</p>
	<p>How you will accommodate WYP repairs alongside your existing client base at this Site.</p>

	
	<p>How does this site meet the security requirements detailed in the Statement of Requirements?</p>
	

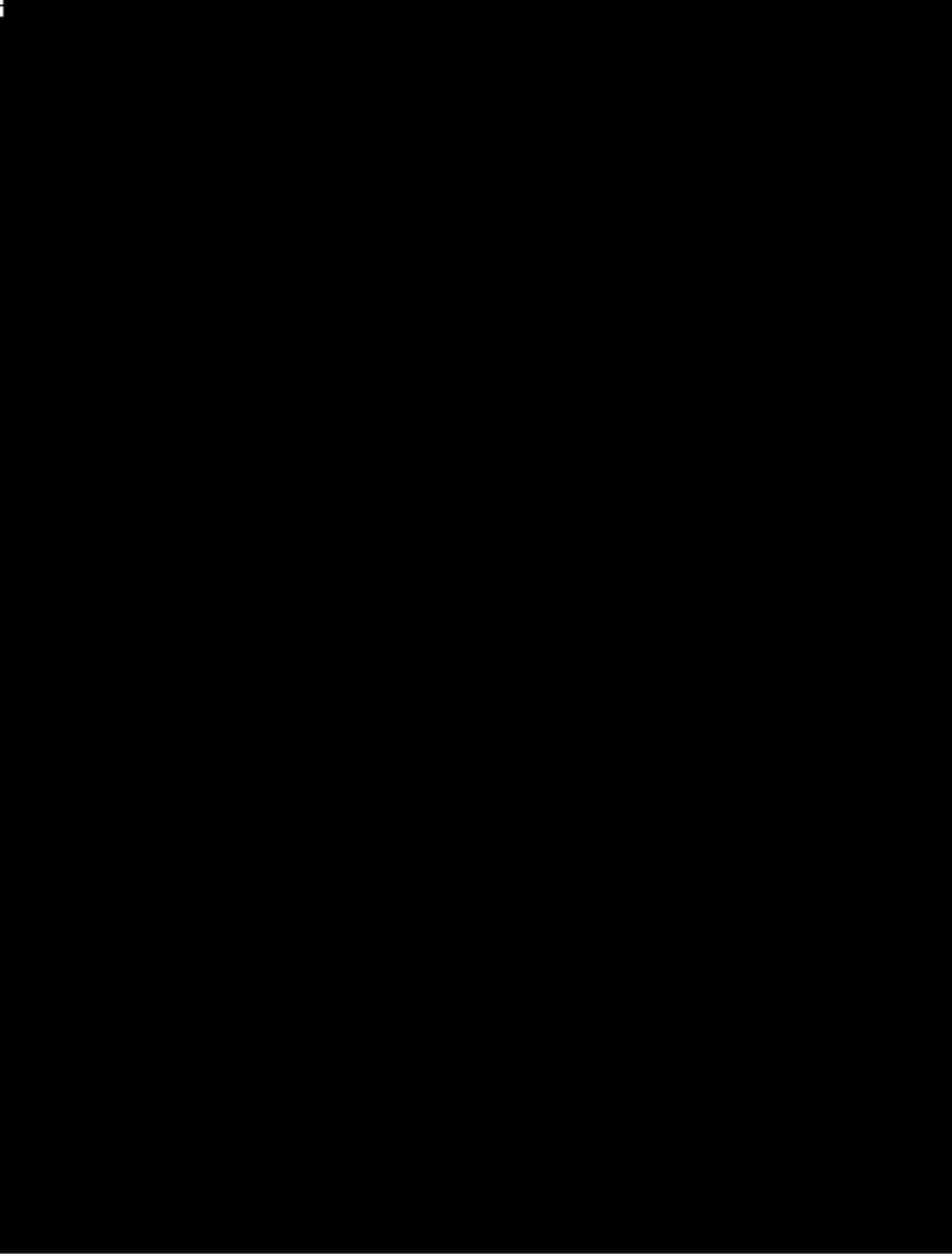
	What measures are in place for monitoring, maintaining and improving security?		
	[Redacted]		
ii)	Location	Postcode	Status
	SECOND LOCATION: FMG Repair Services Leeds	[Redacted]	
	Operational Capacity including the number and types of vehicles which can be worked on at any one time (including maximum weight/sizes) at this Site.		
	[Redacted]		
	Staff Resources, Job Titles and Level of Expertise at this Site.		
[Redacted]			



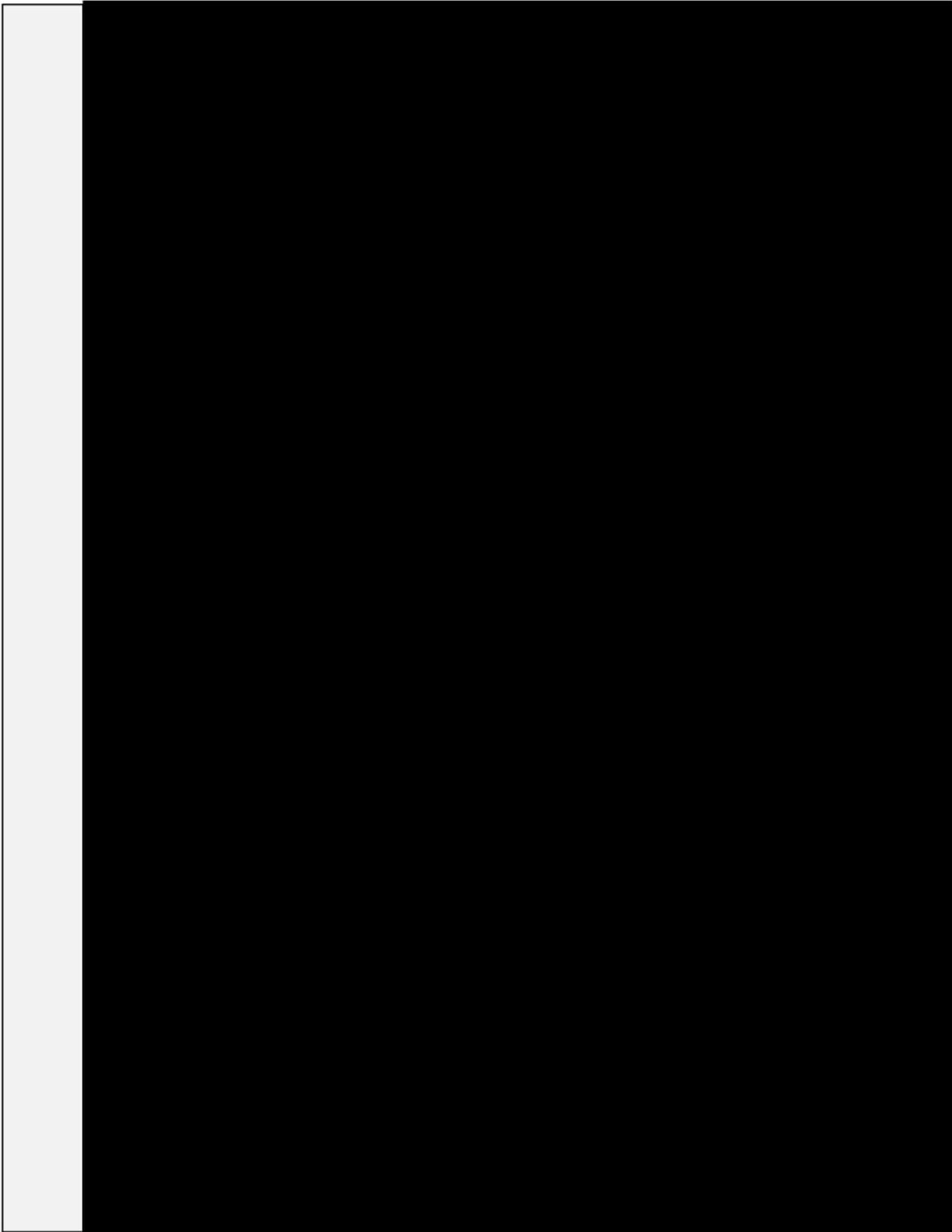


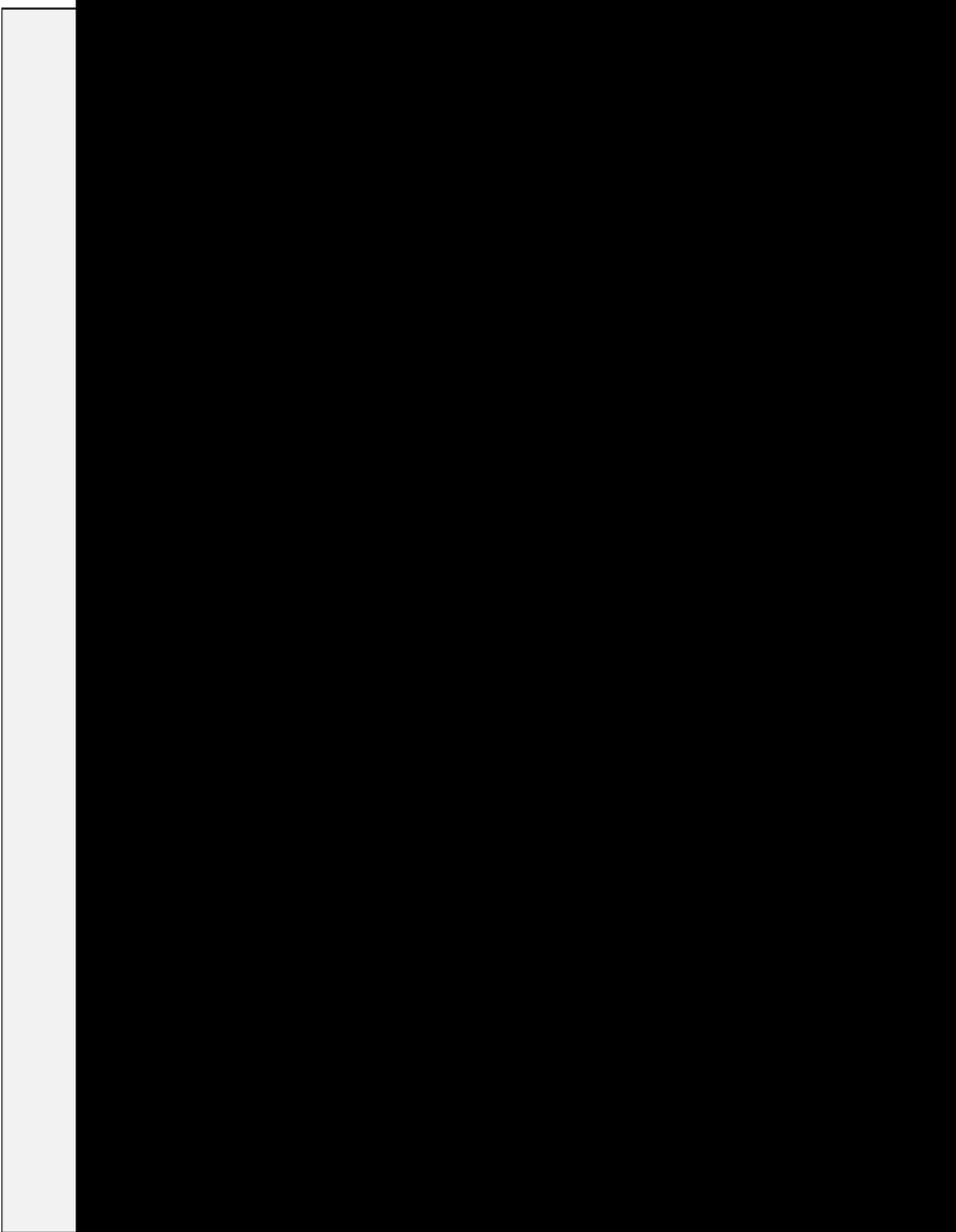
	[REDACTED]
	Specialist Repair Equipment (e.g. Body Repair Equipment, jig cars, aluminium repairs, weight restrictions, ADAS equipment) at this Site
	[REDACTED]
	Storage Capacity / No. of that can be stored at any one time (including maximum weight/sizes) and duration at this Site.
	[REDACTED]
	How you will accommodate WYP repairs alongside your existing client base at this Site.
	[REDACTED]

How does this site meet the security requirements detailed in the Statement of Requirements?



	What measures are in place for monitoring, maintaining and improving security?		
iii)			
	Location	Postcode	Status
	THIRD LOCATION: FMG Repair Services Huddersfield		
	Operational Capacity including the number and types of vehicles which can be worked on at any one time (including maximum weight/sizes) at this Site.		
Staff Resources, Job Titles and Level of Expertise at this Site.			



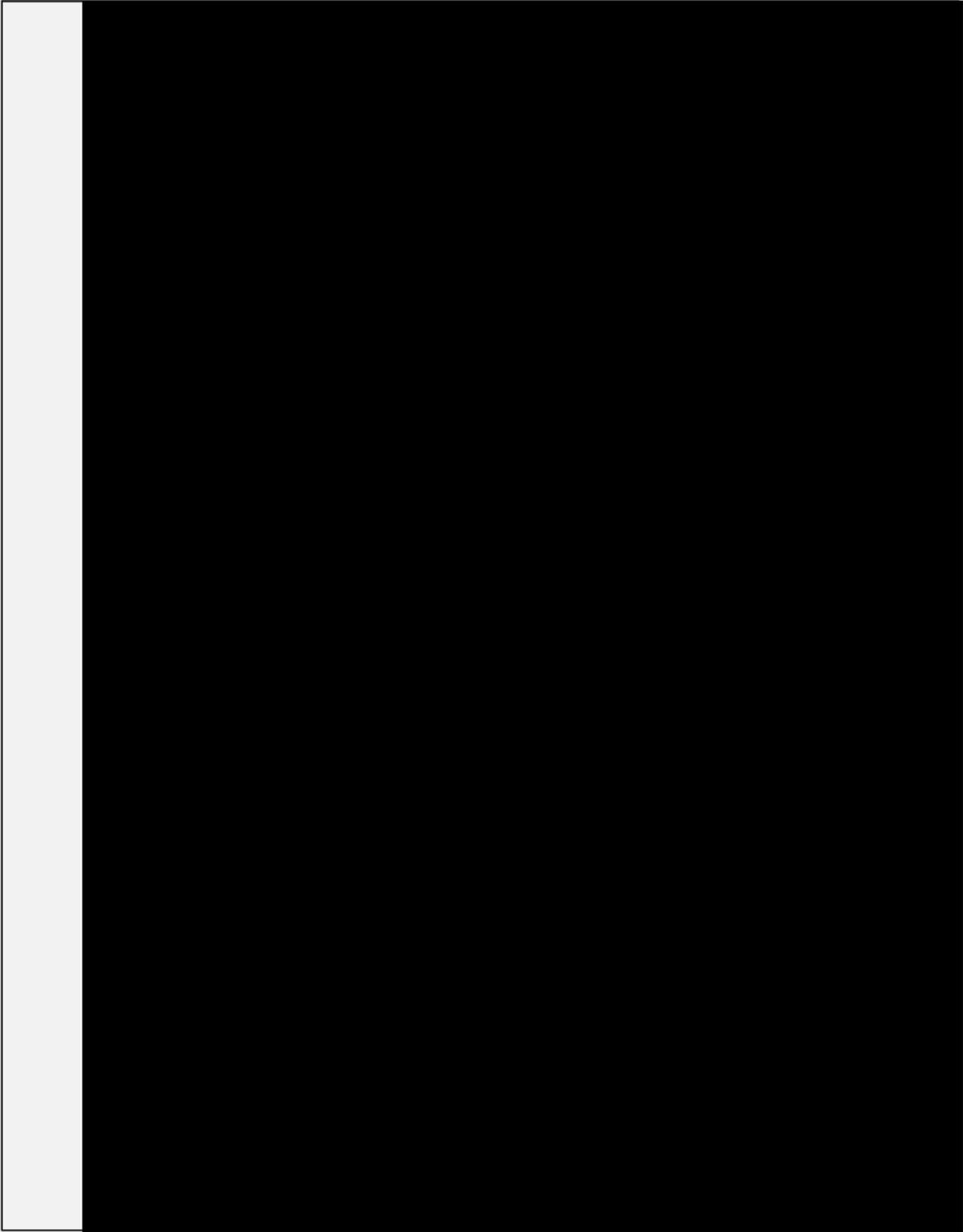


	Specialist Repair Equipment (e.g. Body Repair Equipment, jig cars, aluminium repairs, weight restrictions, ADAS equipment) at this Site
	Storage Capacity / No. of that can be stored at any one time (including maximum weight/sizes) and duration at this Site.
	How you will accommodate WYP repairs alongside your existing client base at this Site.

	<p>How does this site meet the security requirements detailed in the Statement of Requirements?</p>

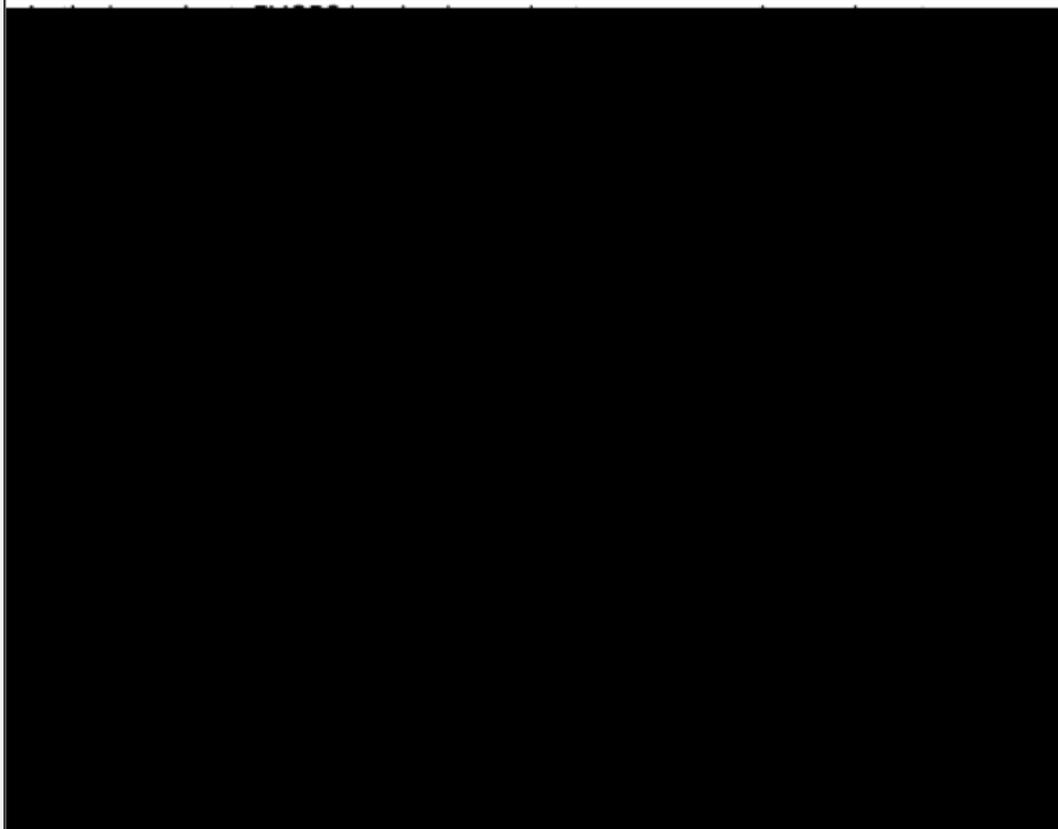
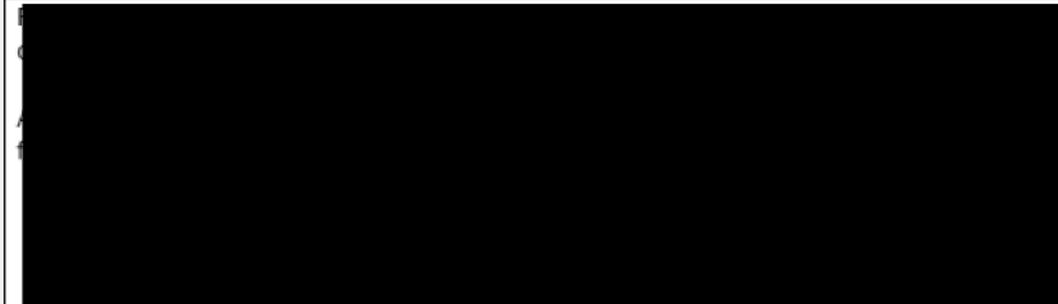
	<p>What measures are in place for monitoring, maintaining and improving security?</p>

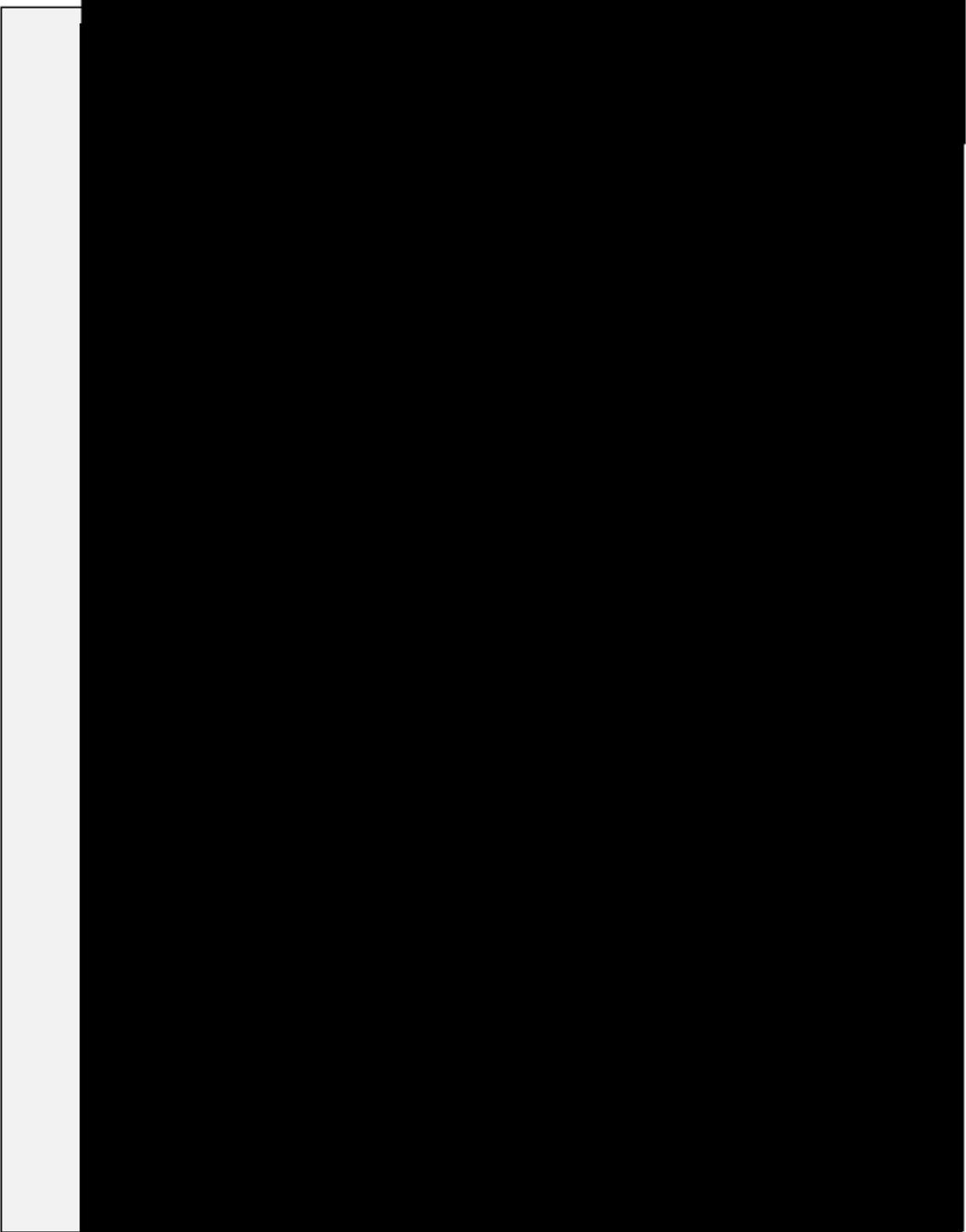
iv)	Location	Postcode	Status
	FOURTH LOCATION: FMG Repair Services Bradford	[REDACTED]	
	Operational Capacity including the number and types of vehicles which can be worked on at any one time (including maximum weight/sizes) at this Site.		
	[REDACTED]		
Staff Resources, Job Titles and Level of Expertise at this Site.			
[REDACTED]			





Specialist Repair Equipment (e.g. Body Repair Equipment, jig cars, aluminium repairs, weight restrictions, ADAS equipment) at this Site

	<p>Storage Capacity / No. of that can be stored at any one time (including maximum weight/sizes) and duration at this Site.</p>
	
	<p>How you will accommodate WYP repairs alongside your existing client base at this Site.</p>
	
	<p>How does this site meet the security requirements detailed in the Statement of Requirements?</p>
	



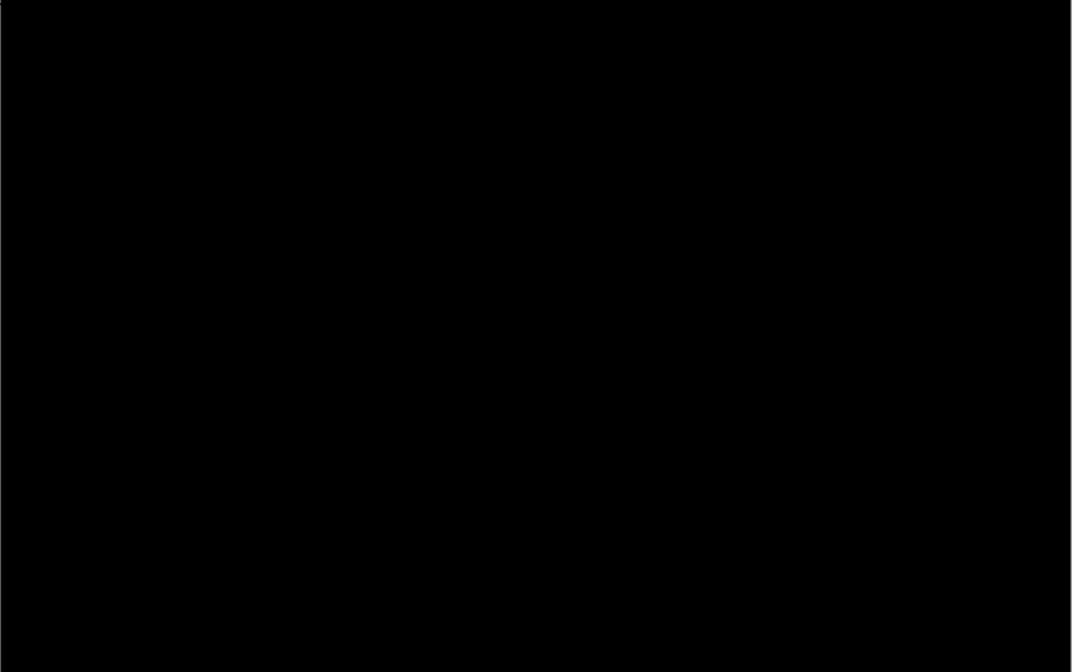
	What measures are in place for monitoring, maintaining and improving security?		
v)	Location	Postcode	Status
	FIFTH LOCATION: FMG Repair Services Doncaster		
	Operational Capacity including the number and types of vehicles which can be worked on at any one time (including maximum weight/sizes) at this Site.		
	Staff Resources, Job Titles and Level of Expertise at this Site.		



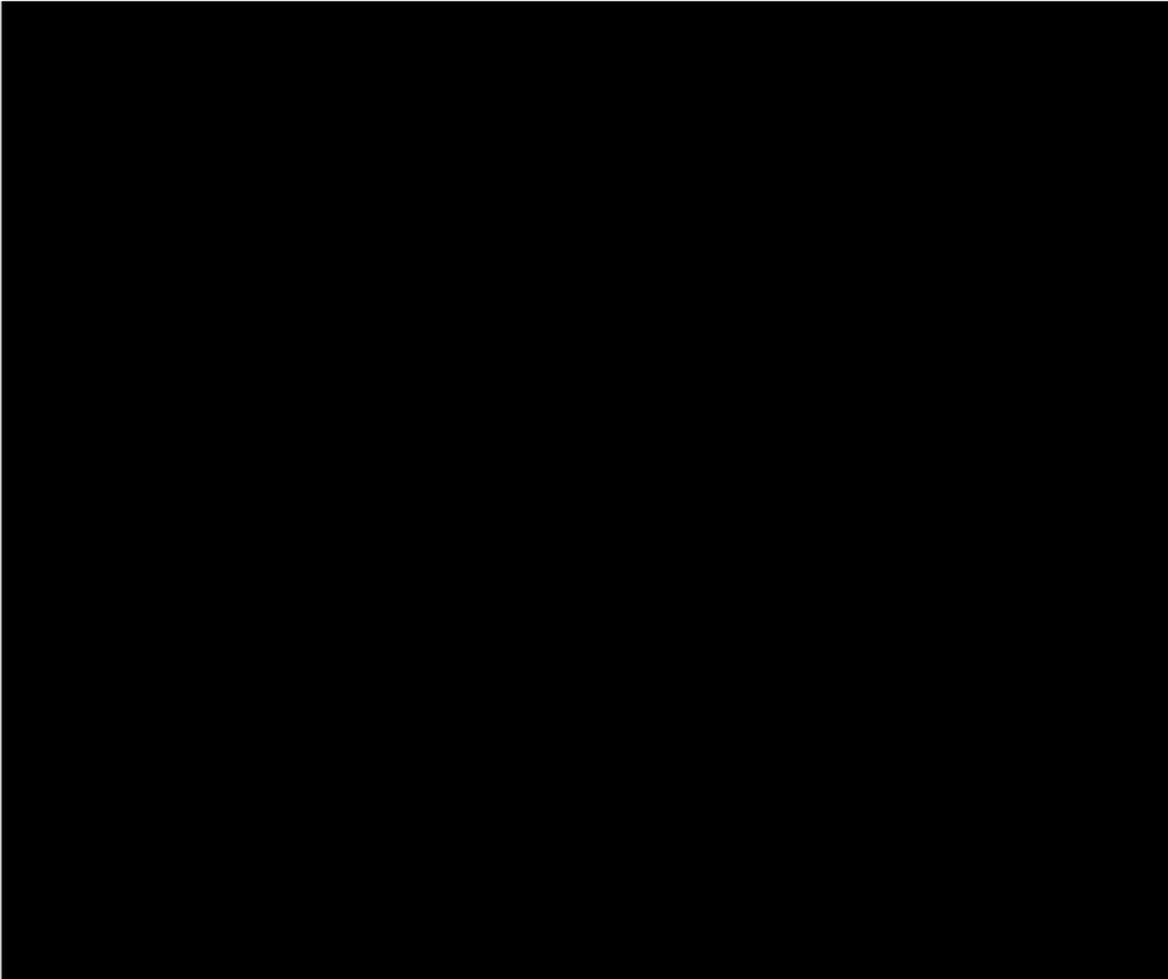


	Specialist Repair Equipment (e.g. Body Repair Equipment, jig cars, aluminium repairs, weight restrictions, ADAS equipment) at this Site
	Storage Capacity / No. of that can be stored at any one time (including maximum weight/sizes) and duration at this Site.
	How you will accommodate WYP repairs alongside your existing client base at this Site.

	<p>How does this site meet the security requirements detailed in the Statement of Requirements?</p>

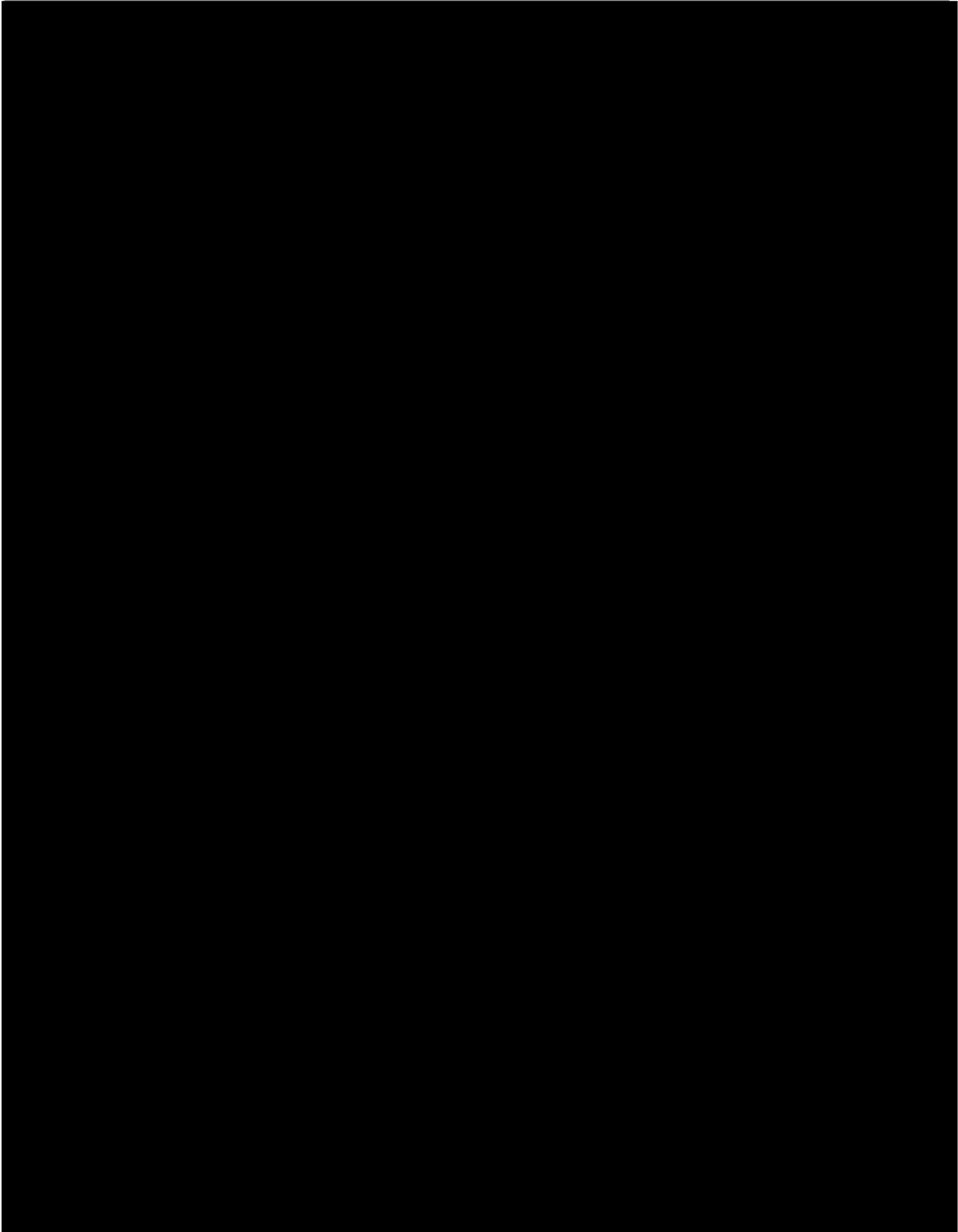
	
	What measures are in place for monitoring, maintaining and improving security?
	

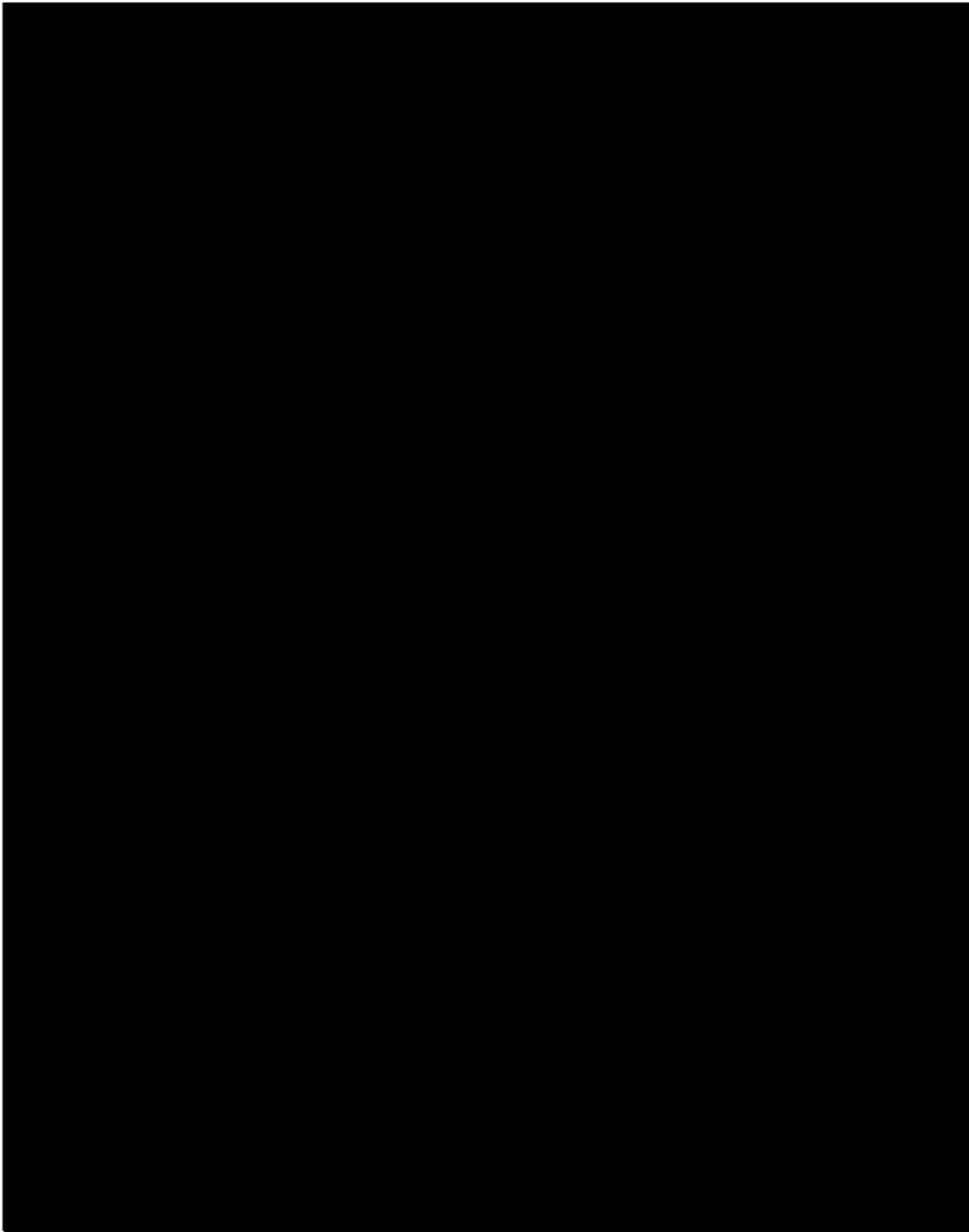
Part 2 – Quality Questions			
Please provide a Method Statement Response to the following question:			
No	Quality Criteria	Word Limit	Weighting
CONTRACT MOBILISATION			
1	<p>Please provide a detailed mobilisation plan including relevant timescales where applicable outlining the necessary steps you would take to ensure that service provision meets requirements of the Statement of Requirements from day one of the contract.</p> <p>Where your response includes the Services of third-party contractors, please provide details of the contracted organisation within your response (and within the Procurement Specific Questionnaire).</p>	500	3
Your Response			



495 words

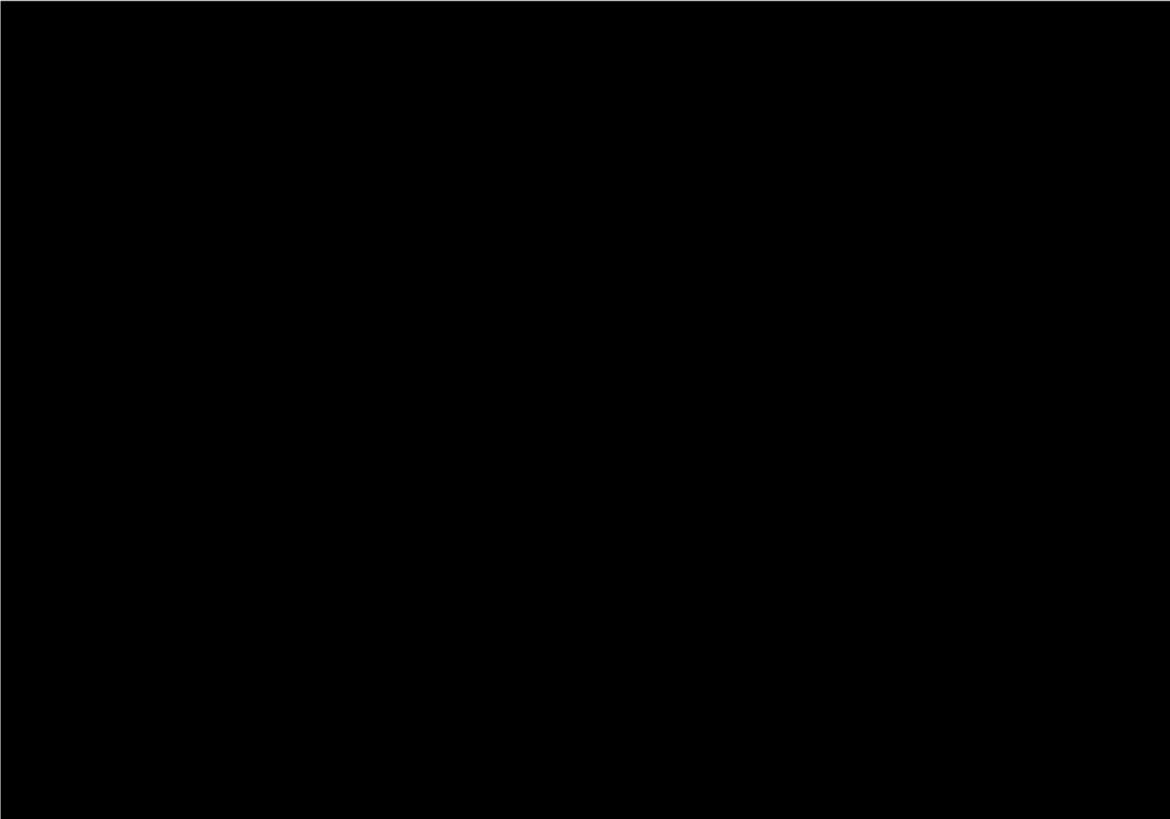
Please provide a Method Statement Response to the following question:			
No	Quality Criteria	Word Limit	Weighting
QUALITY CONTROL AND ASSURANCE			
2	<p>Please provide a detailed description of how you will undertake quality control checks and ensure a high level of quality is maintained throughout the repairs process from the point of receiving the instruction for collection of a damaged vehicle, process and lead times for quality control failures, to returning the completed repaired vehicle to the customer.</p> <p>Your response should also include details of any evidence or certification that you will produce to support this process.</p>	1000	3
Your Response			





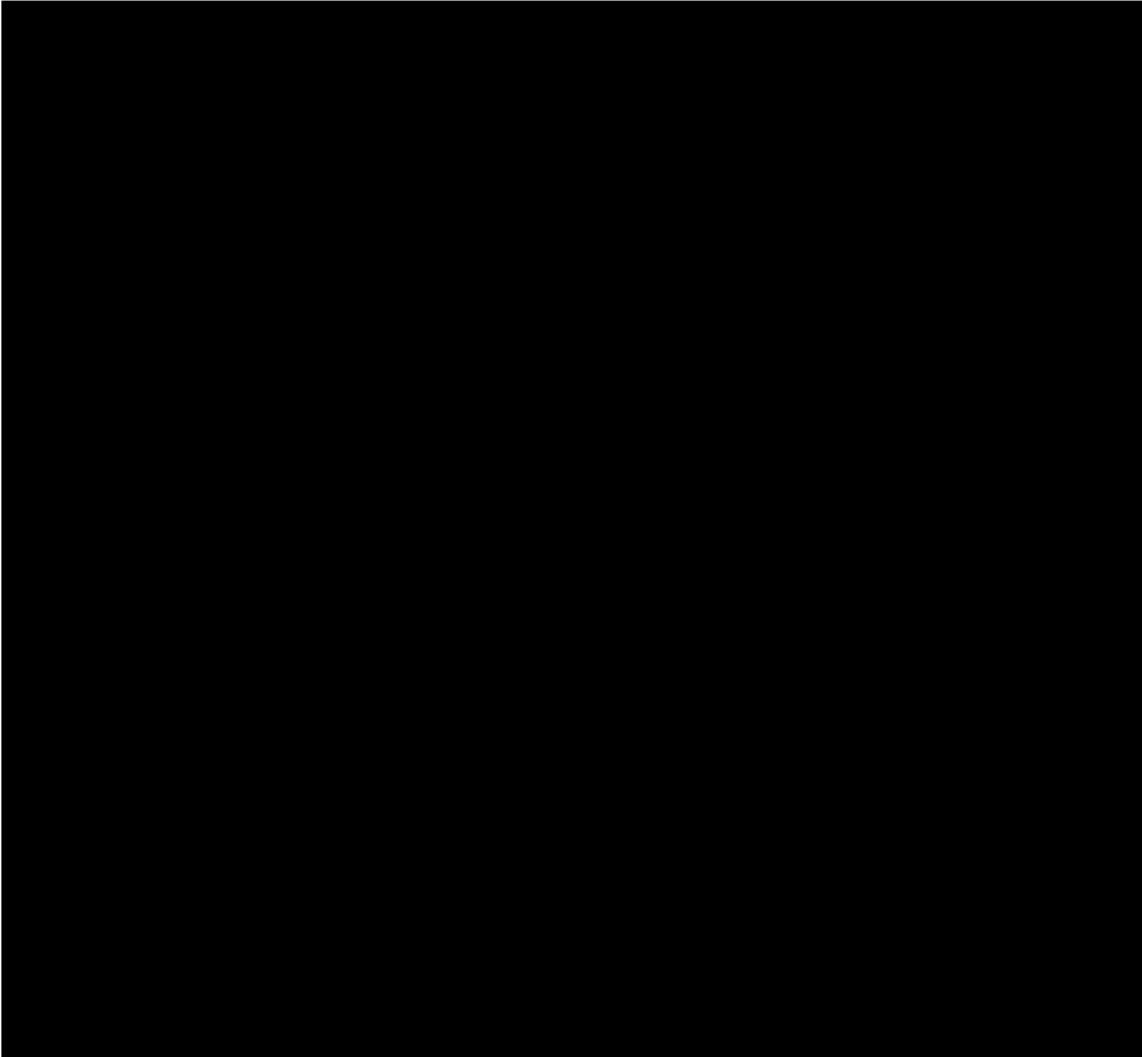
1,000 Words

Please provide a Method Statement Response to the following question:			
No	Quality Criteria	Word Limit	Weighting
QUALITY CONTROL AND ASSURANCE			
3	Please explain, considering the vehicle makes that have been provided in the Statement of Requirements, how vehicle damage repairs (including all operations such as inspection, adjustment, restoration and replacement of assemblies and components used to construct a complete vehicle) will meet the manufacturer's standards.	500	1
Your Response			



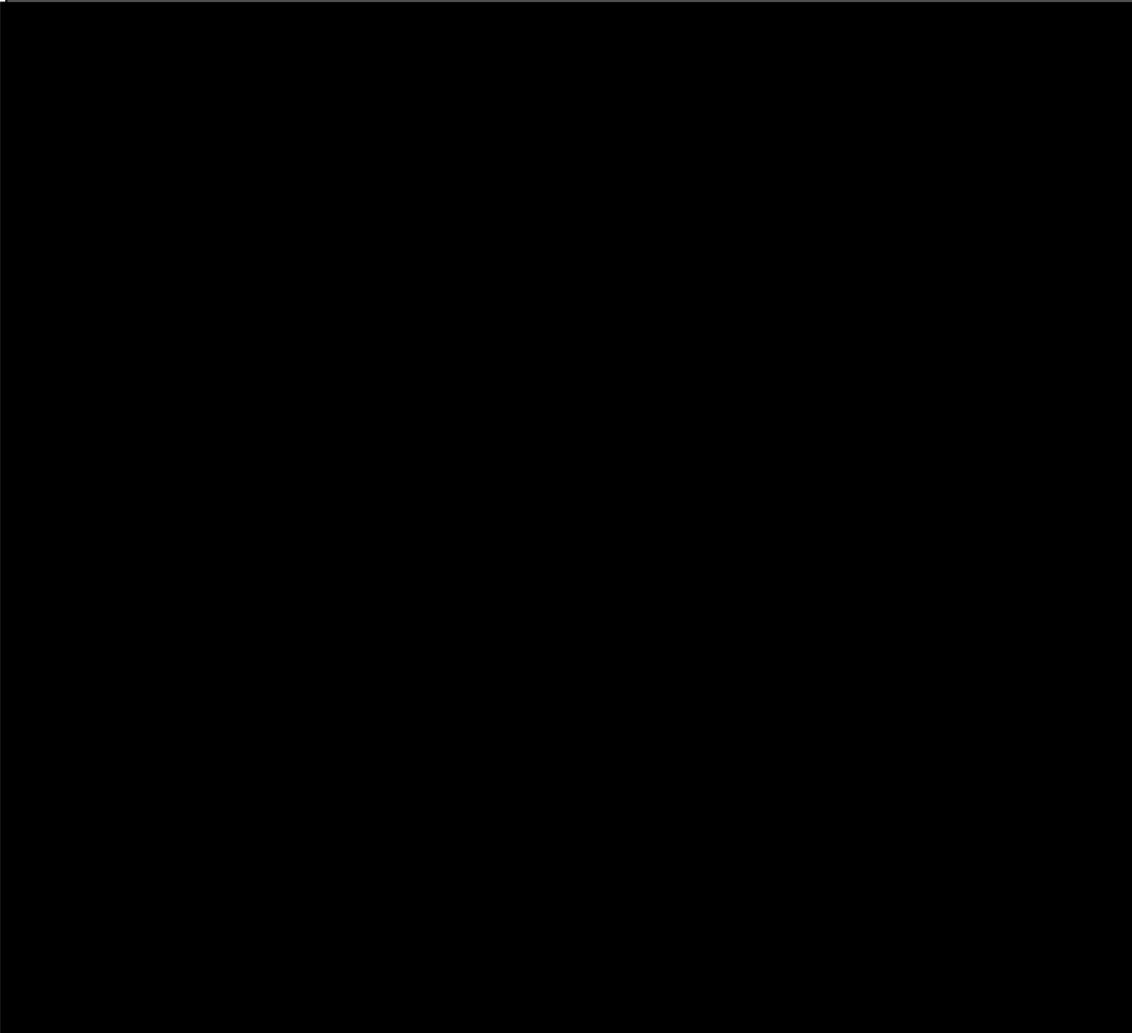
499 Words

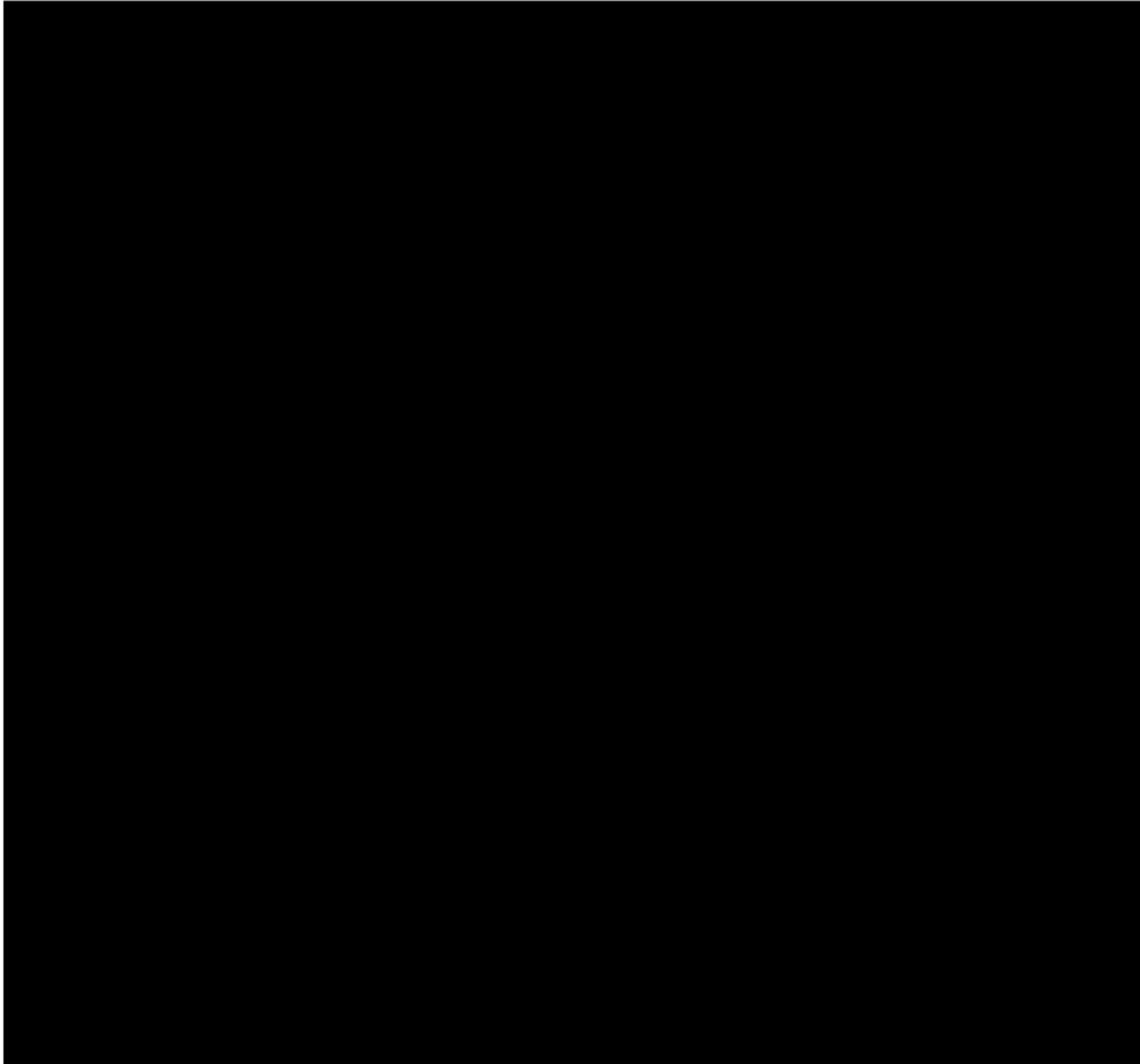
Please provide a Method Statement Response to the following question:			
No	Quality Criteria	Word Limit	Weighting
VEHICLE RECOVERY SERVICES			
4	Please provide details of your vehicle recovery solution including: <ul style="list-style-type: none"> • number of recovery vehicles available, • types of vehicles (including maximum weights) that can be transported, and • levels of damage that can be recovered by each of the proposed vehicles. 	500	2
Your Response			



497 Words

Please provide a Method Statement Response to the following question:			
No	Quality Criteria	Word Limit	Weighting
MOBILE REPAIRS SERVICES			
5	Please provide details of the mobile repairs services you can offer and proposals on how this service can create savings and efficiencies for West Yorkshire Police.	500	2
Your Response			





497 words

OFFICIAL SENSITIVE - COMMERCIAL

Part 3 – Social Value

- WYP have identified a shortlist of Themes, Outcomes and Measures (TOMs) as suitable for this Contract.
- **SUPPLIERS SHOULD PROVIDE A MINIMUM COMMITMENT AGAINST AT LEAST FIVE TOMS FROM THOSE PROVIDED.**
- Suppliers must accompany each of their commitments with a brief 'Method Statement', stating how the proposed outcomes/ targets will be achieved for each of the National TOMs (NT#) chosen.
- Please complete and submit Document 7. '086-TRAN-25 Social Value Response', in accordance with the instructions provided.

Social Value Response Confirmation	
7. 086-TRAN-25 Social Value Response.docx completed	<input checked="" type="checkbox"/>
Minimum of five (5) TOMs responded against	<input checked="" type="checkbox"/>

SECTION 3 – REQUIRED INFORMATION

Part 1 – Freedom of Information Schedule

Please refer to Section 7 of the ITT for further information:

		INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL/ COMMERCIALLY SENSITIVE UNDER THE FREEDOM OF INFORMATION ACT 2000, etc.
1	Document Submitted	8. 086-TRAN-25 Pricing Document
2	Section/Paragraph of document	Worksheet 2 – Bodyshop Repairs Worksheet 4 – Additional Costs
3	Specify the information/wording considered to be confidential/commercially sensitive	Both worksheets in their entirety
4	Reasons/justifications for information being confidential/commercially sensitive	The rates detailed within these 2 worksheets reflect FMG's wider commercial rates in respect of the repair network. These rates are not specific to the West Yorkshire Police Authority Contract and therefore, these are deemed commercially sensitive from a wider FMG perspective.
5	Timescale which information under (3) shall be confidential	Indeterminately
6	Specify Exemption Confidential or Commercially Sensitive	Commercially Sensitive

		INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL/ COMMERCIALLY SENSITIVE UNDER THE FREEDOM OF INFORMATION ACT 2000, etc.
1	Document Submitted	Mobile Repair Pricing
2	Section/Paragraph of document	The document in its entirety
3	Specify the information/wording considered to be confidential/commercially sensitive	The document in its entirety
4	Reasons/justifications for information being confidential/commercially sensitive	<p>The rates detailed within this document reflect FMG's wider commercial rates in respect of the repair network.</p> <p>These rates are not specific to the West Yorkshire Police Authority Contract and therefore, these are deemed commercially sensitive from a wider FMG perspective.</p>
5	Timescale which information under (3) shall be confidential	Indeterminately
6	Specify Exemption Confidential or Commercially Sensitive	Commercially Sensitive

		INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL/ COMMERCIALLY SENSITIVE UNDER THE FREEDOM OF INFORMATION ACT 2000, etc.
1	Document Submitted	Zone 99 Menu Pricing
2	Section/Paragraph of document	The document in its entirety
3	Specify the information/wording considered to be confidential/commercially sensitive	The document in its entirety
4	Reasons/justifications for information being confidential/commercially sensitive	<p>The rates detailed within this document reflect FMG's wider commercial rates in respect of the repair network.</p> <p>These rates are not specific to the West Yorkshire Police Authority Contract and therefore, these are deemed commercially sensitive from a wider FMG perspective.</p>
5	Timescale which information under (3) shall be confidential	Indeterminately
6	Specify Exemption Confidential or Commercially Sensitive	Commercially Sensitive

OFFICIAL SENSITIVE - COMMERCIAL

Part 2 – Certification of non-collusion and non-canvassing

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of the Authority in connection with this Procurement and 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 agree that the Authority may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of the Authority in connection with the Procurement and/or 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 Authority must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier 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 during the Procurement or, in the event of my/our final tender being successful, during the term of the contract, any of the following acts:

1. communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
2. enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the Authority or as to the amount of any offer submitted by them during the course of this process
3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract
4. commit any offence under the Bribery Act 2010
5. 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 tender or proposed tender for the performance of the contract

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Authority may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

Signature	A. Chandler
(full name of authorised signatory in capitals)	[REDACTED]
Position:	MANAGING DIRECTOR
Supplier Name:	FMG SUPPORT (FIM) LTD
Date	Click or tap to enter a date.

Part 3 – Form of Tender

Contract Reference: 086-TRAN-25

Contract Title: Provision of Collision Repair Services to Police and Third Party-Vehicles

I / We the undersigned, acknowledge and confirm that:

- (a) I/We (together with all Associated Suppliers are registered on the Central Digital Platform (the “CDP”) and have ensured that all the information contained on the CDP is up to date, true and accurate.
- (b) My/our Tender Response is submitted on the preconditions stipulated in the Procurement Pack.
- (c) You may accept more than one (1) Tender, which may not include the lowest price or may accept a Tender or Tenders, or may not accept any Tender whatsoever.
- (d) No Supplier will be reimbursed for any costs incurred in submitting a Tender.
- (e) Non-compliance with the requirements of the Invitation to Tender or with any other instructions given by the Authority may lead to me/us being excluded by the Authority from participation in the Procurement Process.
- (f) I/We have examined and understood the Invitation to Tender (the “ITT”), associated tender documents and Conditions of Contract contained within the Procurement Pack issued by the Authority for the provision of the above contract.
- (g) I/We are fully satisfied that we can meet, in all respects, the requirements of the Authority.
- (h) I/We have had the opportunity, before we submit our tender, to ask the Authority for Clarification of anything we did not understand.
- (i) I/We offer to perform and complete the Contract in accordance with the Statement of Requirements, the Conditions of Contract and our Tender Response for the prices shown in the attached Pricing Document.
- (j) I/We agree that my/our Tender shall be submitted on the preconditions stipulated in the Instructions to Tenderers.
- (k) I/We agree that in consideration of payment to me/us by the Authority of one Pound Sterling (£1.00) (receipt of which is hereby acknowledged) this Tender, without modification, shall remain open for acceptance by the Authority for a period of six (6) months from the date stated for delivery or receipt of Tenders.

- (l) I/We agree that the Authority may disclose our information/documentation (submitted to the Authority during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.
- (m) In the event of the Authority's acceptance of this Tender, I/We agree to execute on request a Contract to be prepared by the Authority and comprising;
- a. the Conditions of Contract and the Schedules and Appendices thereto,
 - b. the Statement of Requirements and Appendices thereto,
 - c. the rates, costs and any financial model submitted as part of my/our Pricing Schedule,
 - d. my/our remaining Tender Response and any other documents on the terms referred to in the Tender Document.

Until and unless such a Contract is executed, the Authority's written acceptance together with the above documents and the Tender Document will constitute the Contract between us.

- (n) I/We confirm that if our tender is accepted, we shall, upon demand:
- a. Produce evidence that all relevant insurances, policies, licenses and certificates of compliance with relevant legislation and policy are held and in force.
 - b. Sign or execute formal contract documentation as appropriate.
- (o) In recognition of the principle that the essence of selective tendering is that the Authority shall receive bona fide competitive Tenders from all those tendering I/WE CERTIFY THAT:
- a. The Tender submitted herewith is a bona fide Tender, intended to be competitive.
 - b. I/We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
 - c. I/We have not done, and undertake, that we will not do at any time before the 13:00 hours specified for the return of the Tender, any of the following acts:
 - i. communicate with a person other than the person calling for this tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate

OFFICIAL SENSITIVE - COMMERCIAL

amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender)

- ii. enter into any agreement with any other person that he/she shall refrain from tendering or as to the amount of any Tender to be submitted: and
- iii. offer, pay, give or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing, having done, causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above.
- iv. I/we are authorised to commit the Supplier to the contractual obligations contained in the Invitation to Tender and the Conditions of Contract.

(p) We confirm that our tender is made on the basis that the European Acquired Rights Directives 77/187 and 2001/23/EC, and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted or substituted) DO NOT APPLY*. * Delete as appropriate

Supplier's Signature	A. Chandler
(full name of authorised signatory in capitals)	[REDACTED]
For and on behalf of:	FMG SUPPORT (FIM) LTD
(name of tenderers):	Click or tap here to enter text.
of (full address):	[REDACTED]
Registered No. and Registered Office if a Company:	02658067
Telephone No.	[REDACTED]

Fax	N/A
Email	[REDACTED]
Date	Click or tap to enter a date.

ANY UNAUTHORISED AMENDMENT, QUALIFICATION, OR DELETION OF, OR ADDITION TO, THE TENDER DOCUMENTS ISSUED BY THE AUTHORITY MAY INVALIDATE THIS TENDER

No tender will be considered for acceptance unless returned electronically **not later than the date and time specified on the Portal.**

Provision of Collision Repairs for Police and Third-Party Vehicles – 086-TRAN-25

Thank you for your recent tender submission for the above contract. In order to allow us to complete our tender evaluation, could you please respond to the following questions in the highlighted boxes provided via this messaging function no later than **16th October 2025 at 14:00 Hours**:

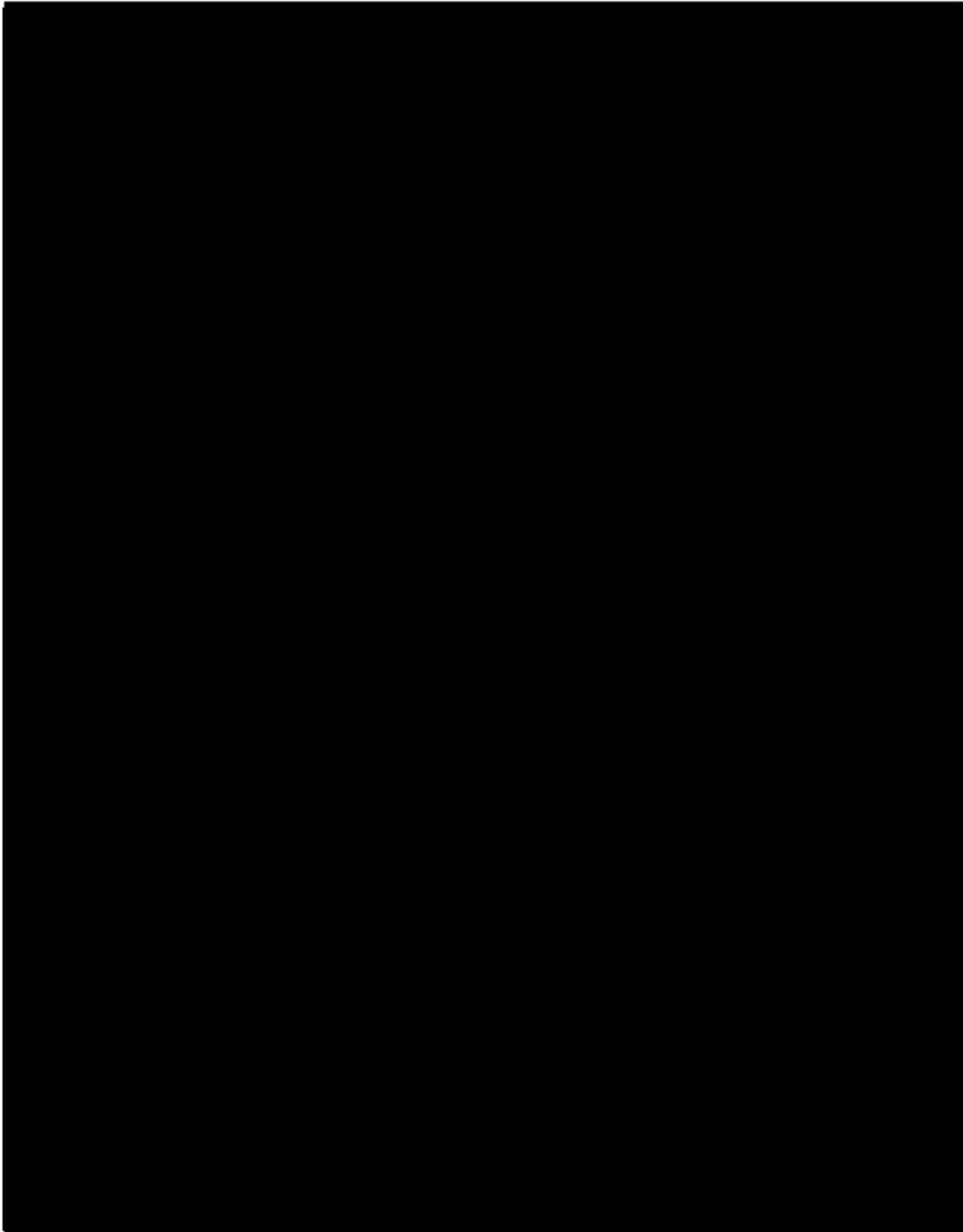
CONDITIONS OF PARTICIPATION

No clarifications required other than in relation to the response to Quality Question 4 below.

QUALITY SUBMISSION

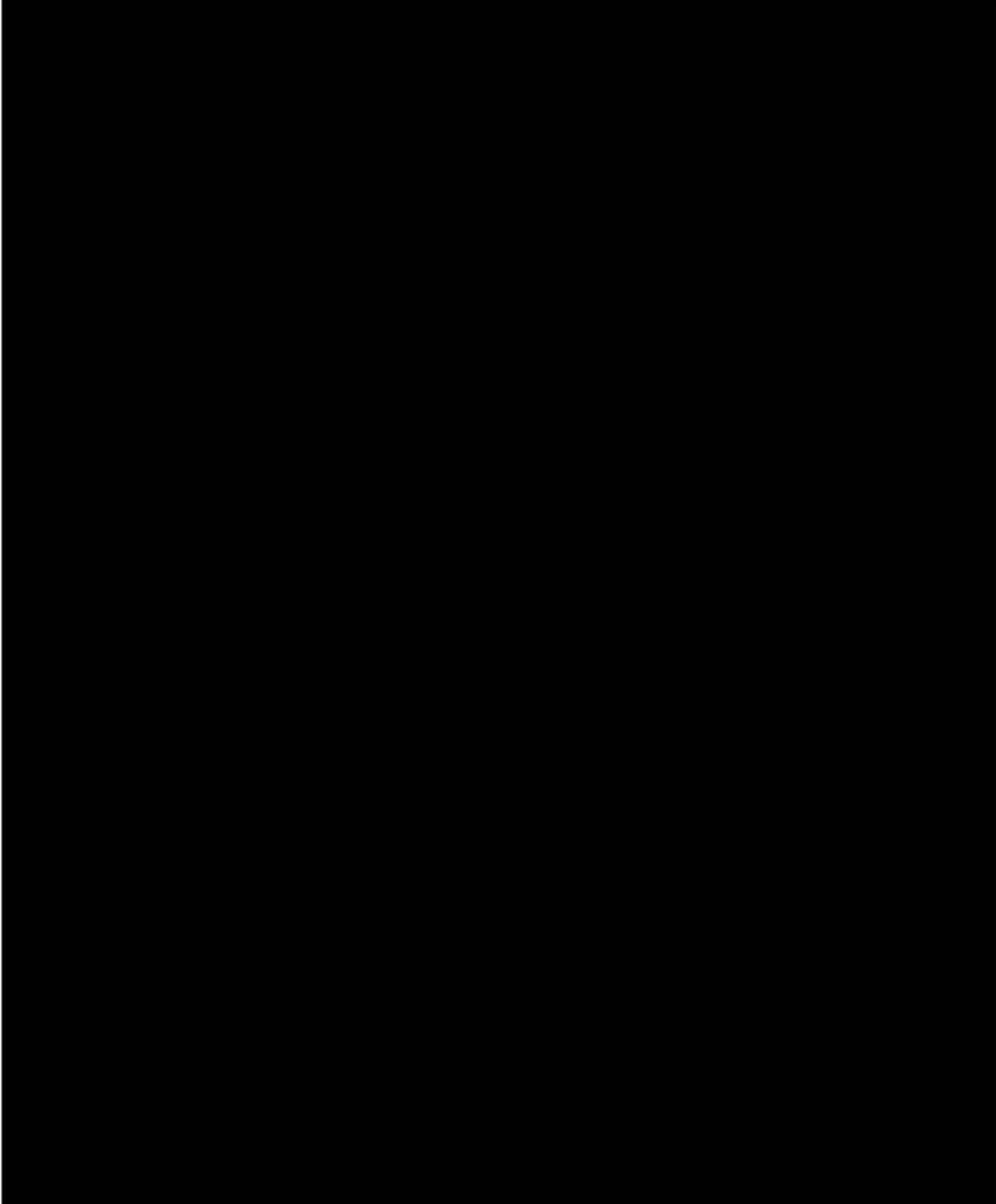
[Redacted content]

Provision of Collision Repairs for Police and Third-Party Vehicles – 086-TRAN-25

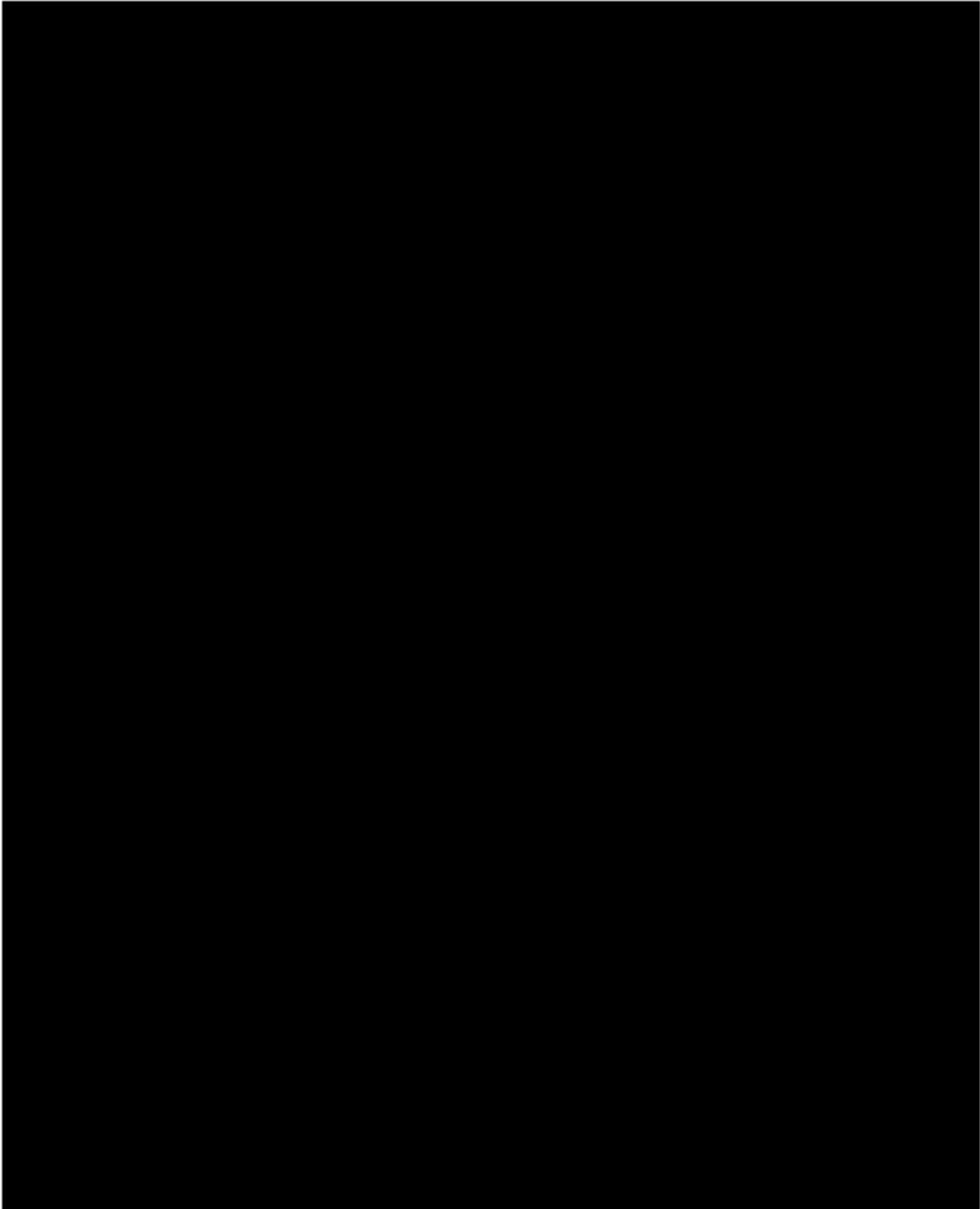


Post Tender Clarification Request FMG Limited Date Issued: 9th October 2025

Provision of Collision Repairs for Police and Third-Party Vehicles – 086-TRAN-25

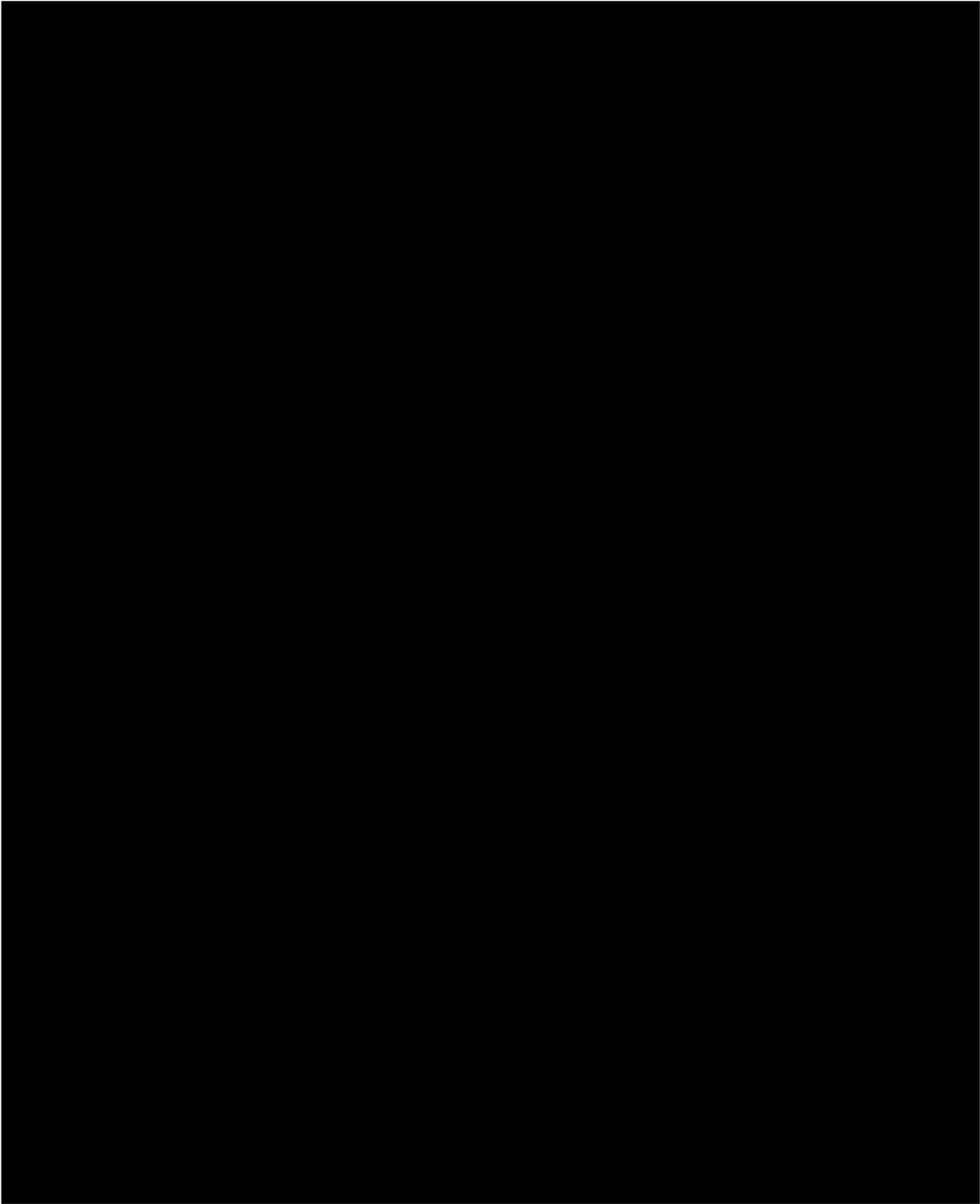


Provision of Collision Repairs for Police and Third-Party Vehicles – 086-TRAN-25

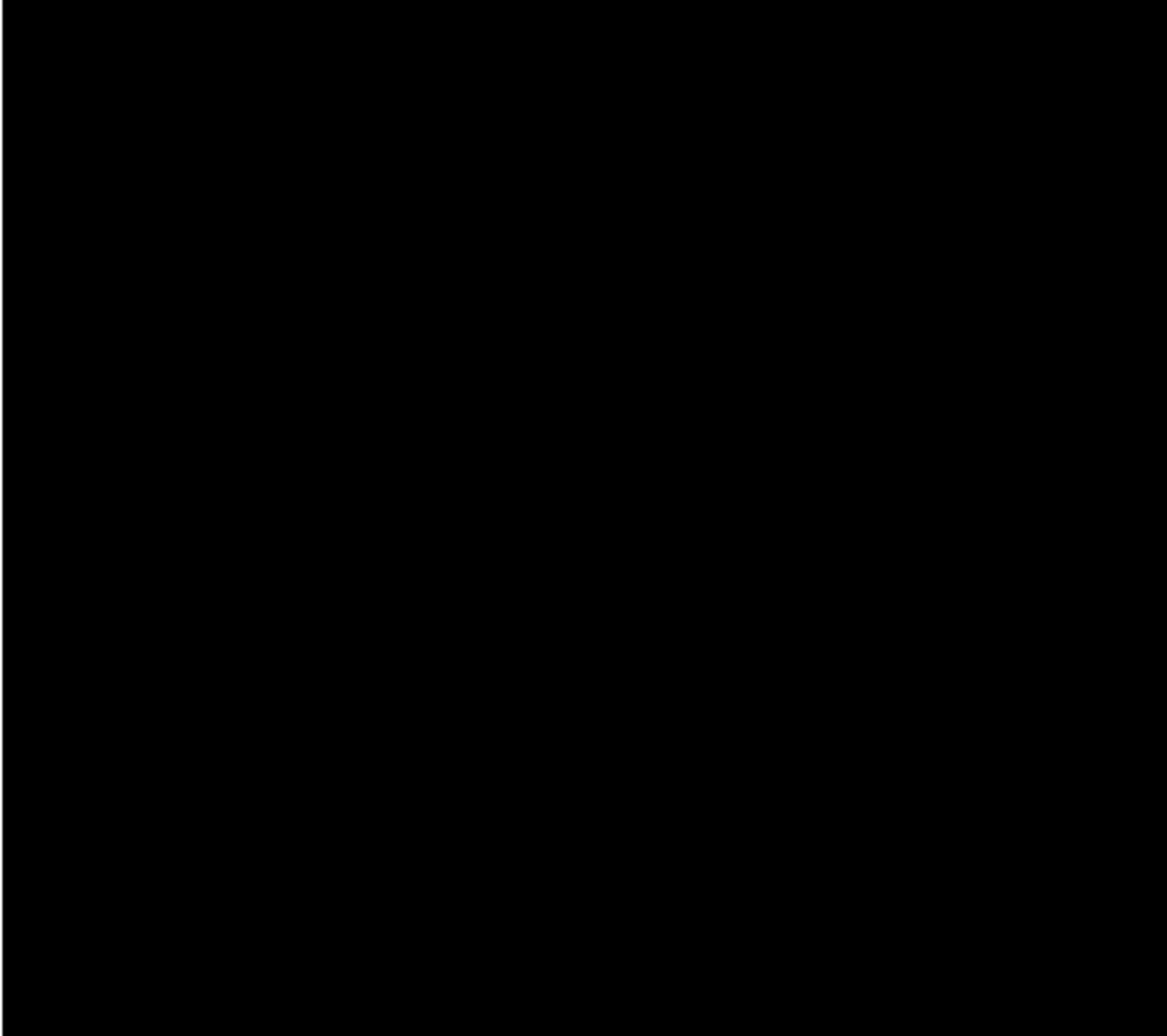


Post Tender Clarification Request FMG Limited Date Issued: 9th October 2025

Provision of Collision Repairs for Police and Third-Party Vehicles – 086-TRAN-25

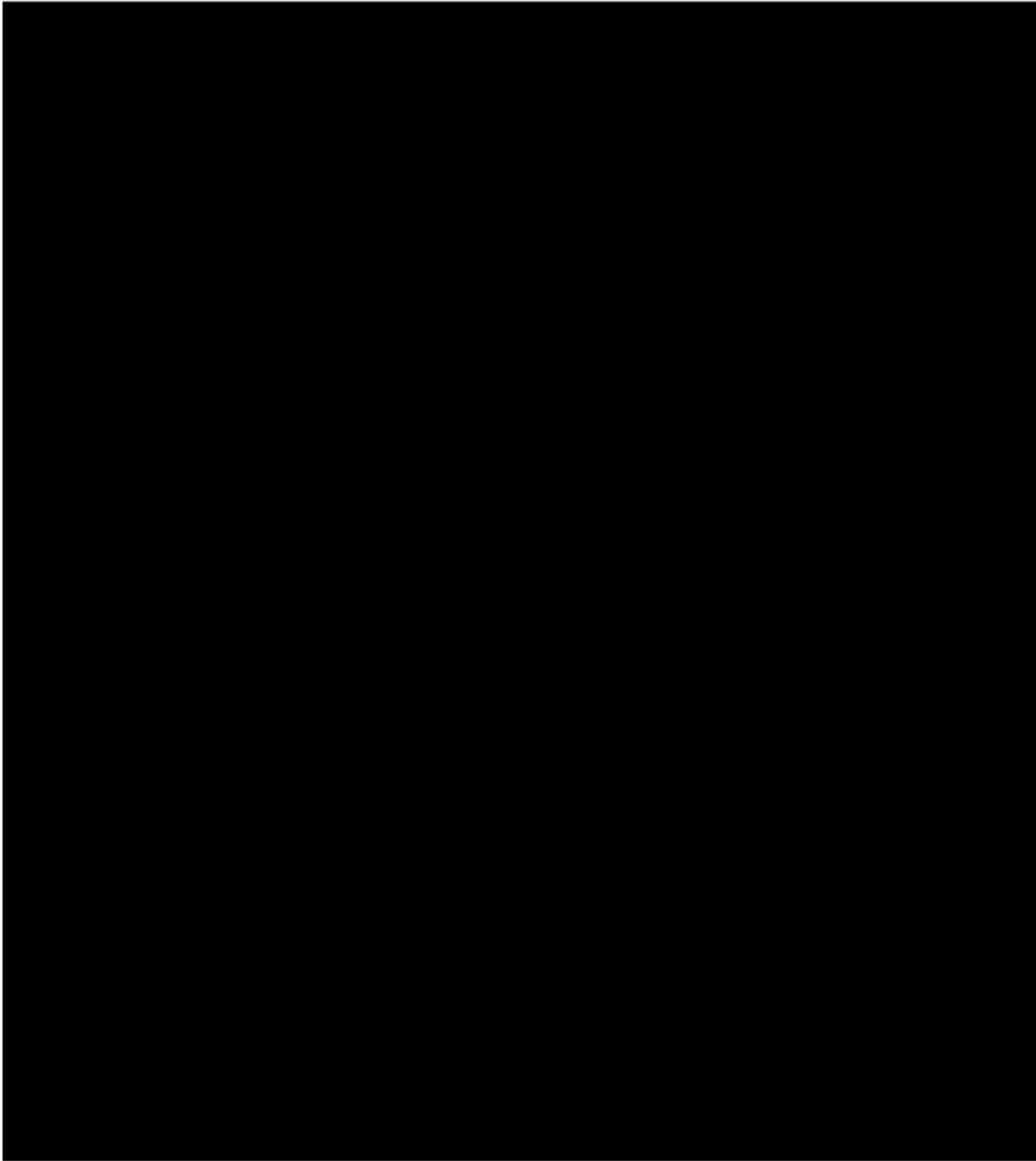


Provision of Collision Repairs for Police and Third-Party Vehicles – 086-TRAN-25



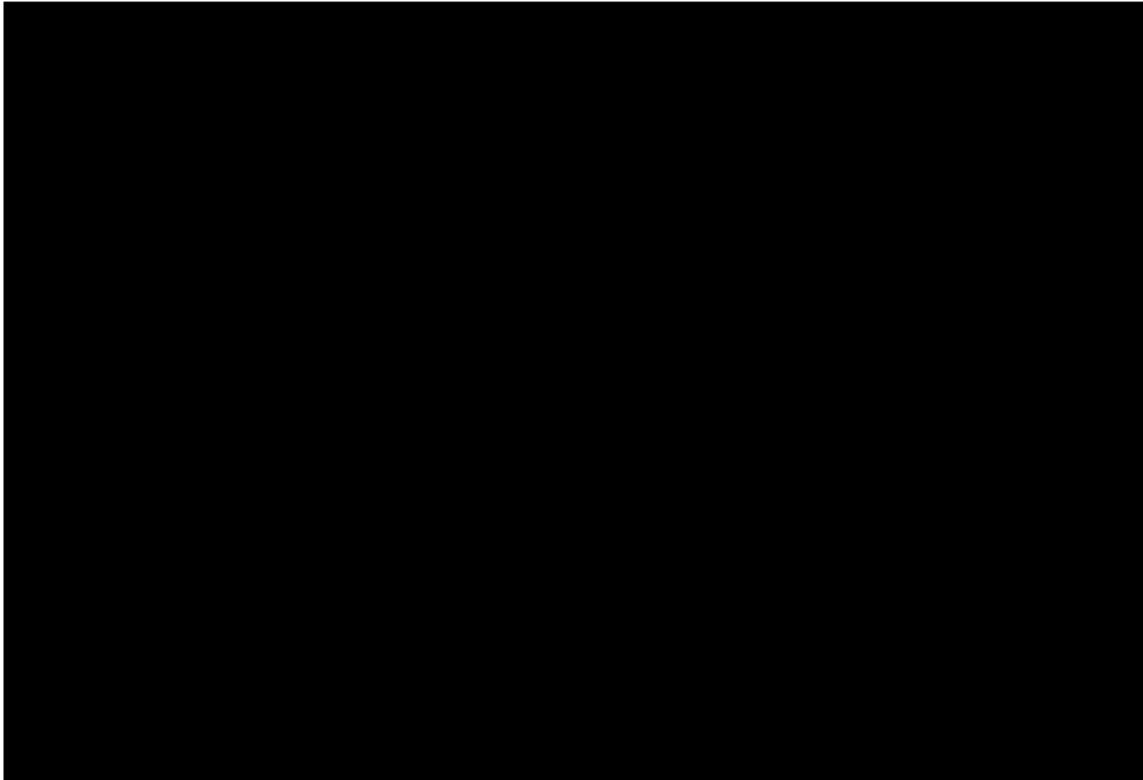
Provision of Collision Repairs for Police and Third-Party Vehicles – 086-TRAN-25

Thank you for your responses. Can you please provide further clarity on the questions below and in the highlighted cells of your submitted pricing document no later than **27th October 2025 at 14:00 Hours:**



Post Tender Clarification Request FMG Limited Date Issued: 22nd October 2025

Provision of Collision Repairs for Police and Third-Party Vehicles – 086-TRAN-25



ADDITIONAL INFORMATION

None required

Section Ten: Data Processing Contract

Not Applicable

Section Eleven: Security Standards Agreement

Security Standards Agreement for the Provision of Collision Repair Services to Police and Third Party-Vehicles

This agreement acts as a supplementary agreement to the **Provision of Collision Repair Services to Police and Third Party-Vehicles Contract** between the **West Yorkshire Combined Authority**, hereinafter referred to as the Force(s), and **FMG Support (FIM) Ltd**, hereinafter referred to as the Supplier. It establishes the security requirements that the Supplier shall comply with in provision of services to the Force/s.

The purpose of this agreement is to formally communicate the expectations that the Force/s, has regarding the Supplier handling of information relating to the **Provision of Collision Repair Services to Police and Third Party-Vehicles**. The standard of protection required varies with the sensitivity of the information being shared. The primary objective of this agreement is to ensure the appropriate handling of HMG/Policing information by the Supplier, and the correct allocation of classifications and their associated handling instructions to information related to the services generated by (and provided to) the Supplier relating to **Provision of Collision Repair Services to Police and Third Party-Vehicles**.

This agreement does not preclude the security responsibilities detailed in the **Provision of Collision Repair Services to Police and Third Party-Vehicles** or to be detailed in the stated contract. This version of the agreement supersedes any previous versions issued.

1. National Standards

The Force handle all HMG/policing information in line with the following national standards:

- Security Policy Framework (SPF)¹
- Authorized Professional Practice on Information Management²
- Guidance on the Management of Police Information (2nd Edition, 2010)³
- The Authorised Professional Practice for Vetting⁴
- PSN Code of Practice⁵
- Government Security Classification (GSC)⁶
- NCSC Data at Rest⁷
- NCSC Secure Sanitisation of Storage Media⁸
- NCSC Data in Transit Protection⁹

And when a cloud service is been used:

¹ <https://www.gov.uk/government/publications/security-policy-framework>

² <https://www.app.college.police.uk/app-content/information-management/>

³ <https://ict.police.uk/wp-content/uploads/2016/07/moqi-refreshed-guidance.pdf>

⁴ https://library.college.police.uk/docs/appref/C86610917-Vetting_APP-22_10_17.pdf

⁵ <https://www.gov.uk/government/publications/psn-code-of-practice-cop>

⁶ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018-Government-Security-Classifications-2.pdf

⁷ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/882760/dwp-ss007-security-standard-use-of-cryptography-v1.1.pdf

⁸ <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>

⁹ <https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

- NCSC's Cloud Security Principles¹⁰

Note: These standards include all aspects of security and Information Management (data processing, communication, file classification, transmission, storage, retention and disposal). Not all the above national standards will be relevant to the **Provision of Collision Repair Services to Police and Third Party-Vehicles**. The Supplier must ensure it has adequate governance including organisational policies for security standards including technical, logical and administrative controls that adhere to the above standards or higher.

2. Sub-Contractors/Processing and Off Shoring

The Supplier must ensure that any sub-contractors/processing also adhere to the stated requirements via the same means.

Any Off Shoring will only be done with direct approval from the Force/s as detailed in the **Provision of Collision Repair Services to Police and Third Party-Vehicles**.

3. Confidentiality and Non-disclosure of HMG/Police information

The data processed in relation to the **Provision of Collision Repair Services to Police and Third Party-Vehicles** could have a direct impact on operational policing, the effective working of the criminal justice system and potentially the security of the nation.

The Supplier's attention is therefore drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 4 of the Official Secrets Act 1989. The Supplier shall take all reasonable steps to make sure that all individuals employed on any work in connection with the **Provision of Collision Repair Services to Police and Third Party-Vehicles** have notice that these statutory provisions apply to them and shall continue to apply after the completion or earlier termination of this **Provision of Collision Repair Services to Police and Third Party-Vehicles**.

Staff of the Supplier may be required to sign a Force(s) Undertaking of Confidentiality/Acknowledgment (UoC/A) and or data access agreements / remote access agreements as part of the **Provision of Collision Repair Services to Police and Third Party-Vehicles**.

4. Government Security Classification

All information provided under the GSC will be classed as **OFFICIAL** but will generally have no marking to identify it as **OFFICIAL**. The Force/s will label **OFFICIAL-SENSITIVE** as such.

File Classification – Suppliers own company policy/guidelines can be followed providing they are underwritten by current national standards, comparable with GSC and stand to regular review, audit and scrutiny.

OFFICIAL Examples

Transmission – Use of a technical solution may be acceptable subject to prior agreement with the Force's Information security team. For mail it must be sent in the post or via a courier service, in a

¹⁰ <https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>

sealed envelope. Envelope must be fully addressed to the named recipient and include return address details. All technical transmissions and communications i.e. email, and file transfer solutions must use encryption standards AES 256 as minimum and TLS 1.2 protocols.

Below is a standards document that is followed by Police Forces:



Remote Working - Suppliers own company policy/guidelines can be followed providing information cannot be inadvertently overlooked whilst being accessed remotely. Force information should be adequately protected from unauthorised access, modification and loss at all times.

Storage – For physical storage information must be held under a single barrier and/or lock and key and access only granted to those with the appropriate employment checks and vetting and ‘need to know’. Digital data storage must be protected by infrastructure and a network protected by security in depth as directed by national guidance.

Disposal – Disposal is as per the guidance provided by NCSC with regards to [secure sanitisation of storage media](#) and through their own policy/guidance.

OFFICIAL-SENSITIVE Examples

Transmission – All technical transmissions and communications i.e. email, and file transfer solutions must use encryption standards AES 256 as minimum and TLS 1.2 protocols. Use of a secure technical solution following the national standards above is acceptable e.g. a CJSM email address. For mail double enveloped. Do not show classification on the outer envelope. Label the inner envelope OFFICIAL-SENSITIVE. Both envelopes should be fully addressed to the named recipient and include return address details. Material must be sent via a service with the ability to track the material until the point of successful delivery to the intended location.

Remote Working – Only to be allowed if the Supplier has a company policy/guidelines and information cannot be inadvertently overlooked whilst being accessed remotely and assets used to process OFFICIAL-SENSITIVE information are secured via the appropriate technical and organisational measures as detailed in the national standards above.

Storage – For physical storage information must be held under two different barriers and/or lock and key and access only granted to those with the appropriate employment checks and vetting and have a ‘need to know’. Digital data storage must be protected by infrastructure and a network protected by security in depth as directed by national guidance.

Disposal - Disposal is as per the guidance provided by NCSC with regards to [secure sanitisation of storage media](#).

This guidance is not exhaustive. If in doubt, the Supplier must contact the Force for clarity on the handling and storage of any information. A Handling Policing Data within OFFICIAL document is available on request.

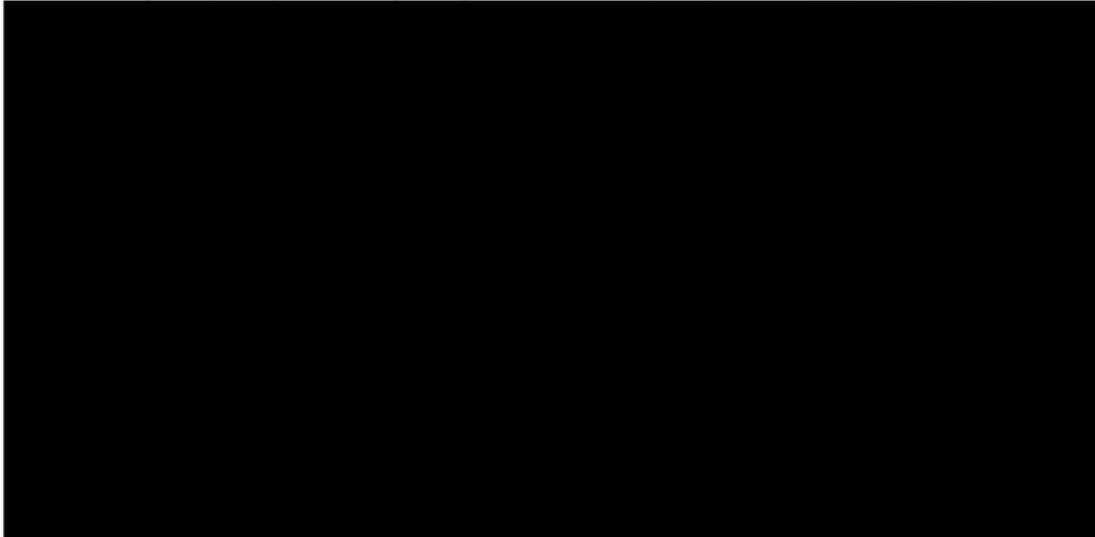
5. Actions

You are requested to acknowledge receipt of this agreement and to confirm by signature (below) that the national standards stated in Section 1 have been brought to the attention of the person directly

responsible for the security and information management of this project, that they are fully understood, and that the required technical and organisational security measures can and will be taken to safeguard the data concerned.

If you have any difficulty in interpreting the meaning of the above standards, please let Force(s) know.

Note: It is recommended that your organisations signs up to the Cyber Security Information Sharing Partnership (CISP) run by the NCSC if your organisations has not already done so - [CISP](#) - 



¹¹ A board level member who has responsibility and accountability for Information Risk within the supplier's organisation.

Section Twelve: Social Value

Part 3 – Social Value

WYP have determined that the following Themes, Outcomes and Measures (TOMs) are suitable for this Contract and should provide a basis for a minimum commitment to achieving additional social value.

Suppliers must accompany each of their chosen commitments with a brief 'Method Statement', stating how the proposed outcomes/ targets will be achieved for each of the National TOMs (NT#) selected.

SUPPLIERS SHOULD RESPOND TO A MINIMUM OF FIVE TOMS FROM THOSE AVAILABLE BELOW:

NT Ref	Theme	Outcome	<input checked="" type="checkbox"/>	NT Ref	Theme	Outcome	<input checked="" type="checkbox"/>
NT1	Work	Creating local employment opportunities	<input checked="" type="checkbox"/>	NT32	Planet	Restoring our climate and improving air quality through transport	<input checked="" type="checkbox"/>
NT10	Work	Providing skills and experience for good work	<input checked="" type="checkbox"/>	NT33	Planet	Restoring our climate and improving air quality through transport	<input type="checkbox"/>
NT81	Work	Providing skills and experience for good work	<input checked="" type="checkbox"/>	NT53	Planet	Pioneering approaches to safeguarding the planet	<input type="checkbox"/>
NT18	Economy	Building diverse and sustainable supply chains	<input type="checkbox"/>	NT72	Planet	Managing waste sustainably	<input checked="" type="checkbox"/>
NT55	Economy	Promoting wellbeing and diversity in the workplace	<input checked="" type="checkbox"/>	NT88	Planet	Transitioning to a regenerative economy	<input type="checkbox"/>
NT75	Economy	Promoting fair work	<input type="checkbox"/>	NT120	Planet	Stewardship of water and marine resources	<input type="checkbox"/>
NT51	Economy	Pioneering approaches to promoting responsible business practices	<input type="checkbox"/>	NT121	Planet	Stewardship of water and marine resources	<input type="checkbox"/>
NT24	Community	Building resilient communities	<input type="checkbox"/>	Please see Document 5 ' Social Value – Shortlisted TOMs ' for details of the required information you must provide for the selected TOM, and further information related to each TOM such as proxy value, unit guide and target and evidence descriptions.			
NT28	Community	Building resilient communities	<input checked="" type="checkbox"/>				
NT29	Community	Building resilient communities	<input checked="" type="checkbox"/>				

Social Value Monitoring		
Please confirm that your organisation has, and will maintain throughout the contract period, a Nominated Individual responsible for ensuring Social Value delivery.	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
We agree to work in partnership with WYP to develop a bespoke Social Value Plan and increase commitments (where feasible) to maximise social value opportunities for West Yorkshire Police communities, places and environment on commencement of and over the course of the Contract.	<input checked="" type="checkbox"/>	Yes
Please confirm that you have in place, or that you will have in place by contract award, suitable escalation procedures processes for managing non delivery.	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Contact Details		
Contact name		
Name of organisation		
Role in organisation		
Date		

COMMITMENT (1)		
NT1	Creating local employment opportunities	Work
Your Commitment:	[REDACTED]	
Method Statement Response		
[REDACTED]		



[Redacted content]

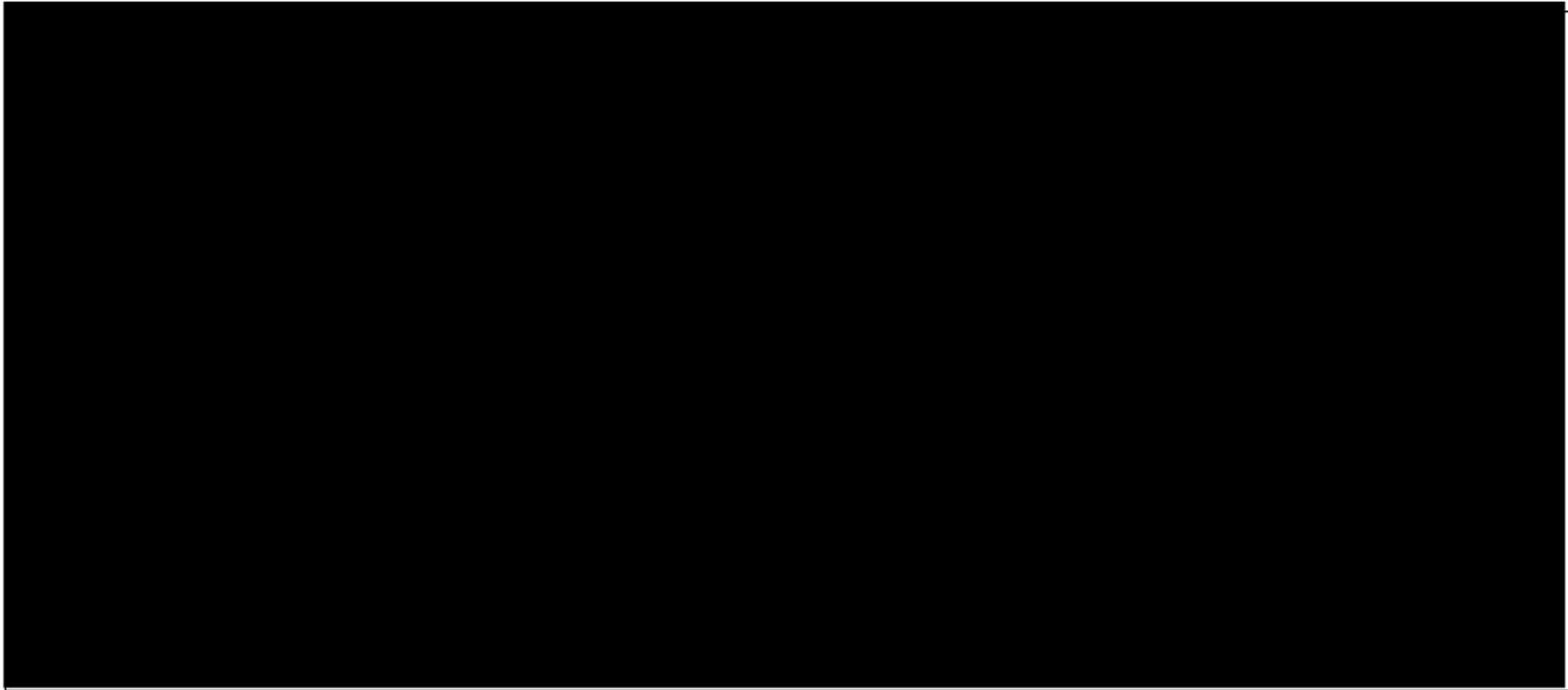
COMMITMENT (2)

NT10	Providing skills and experience for good work	Work
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Your Commitment: [Redacted]

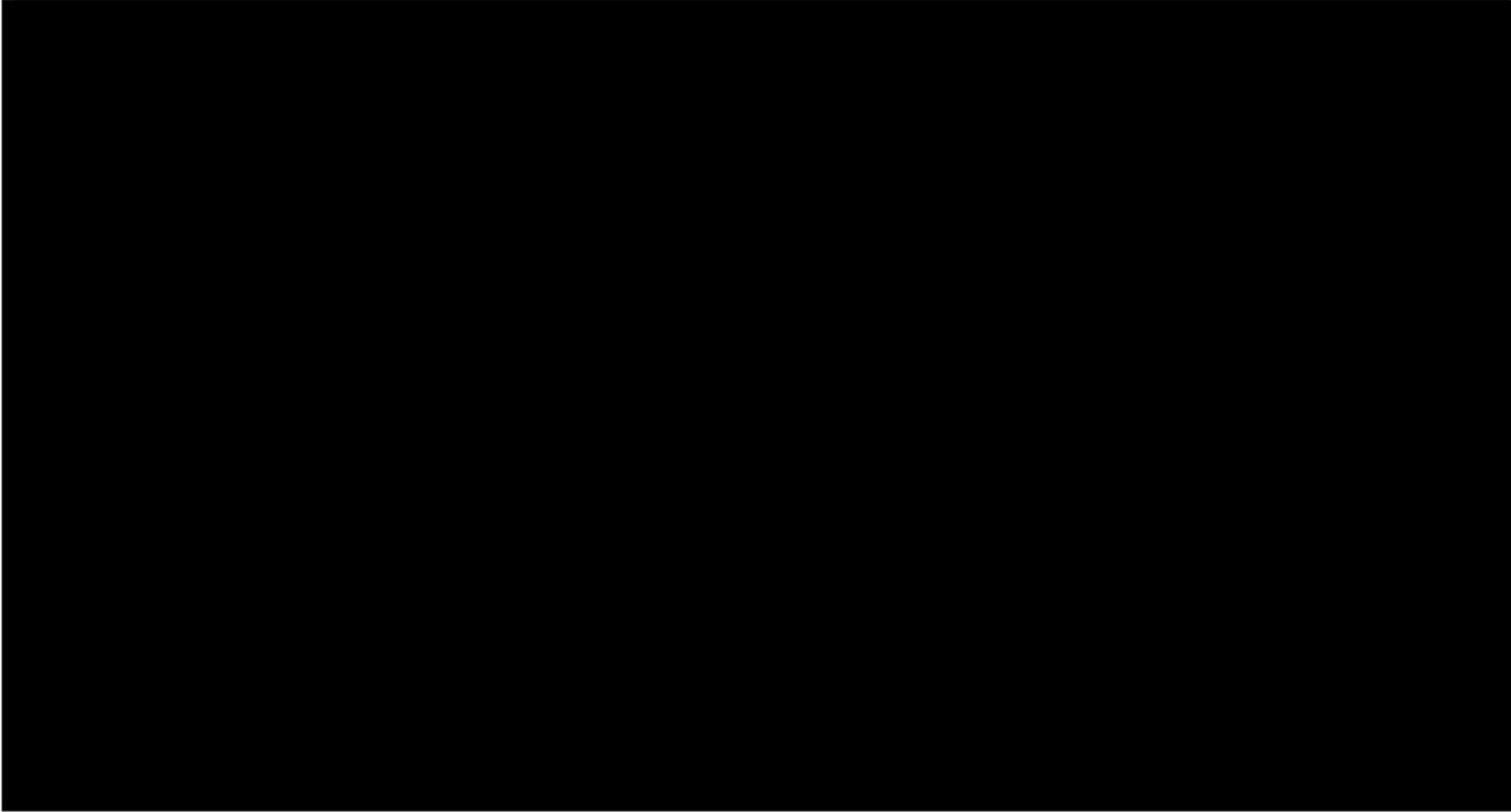
Method Statement Response

[Redacted content]

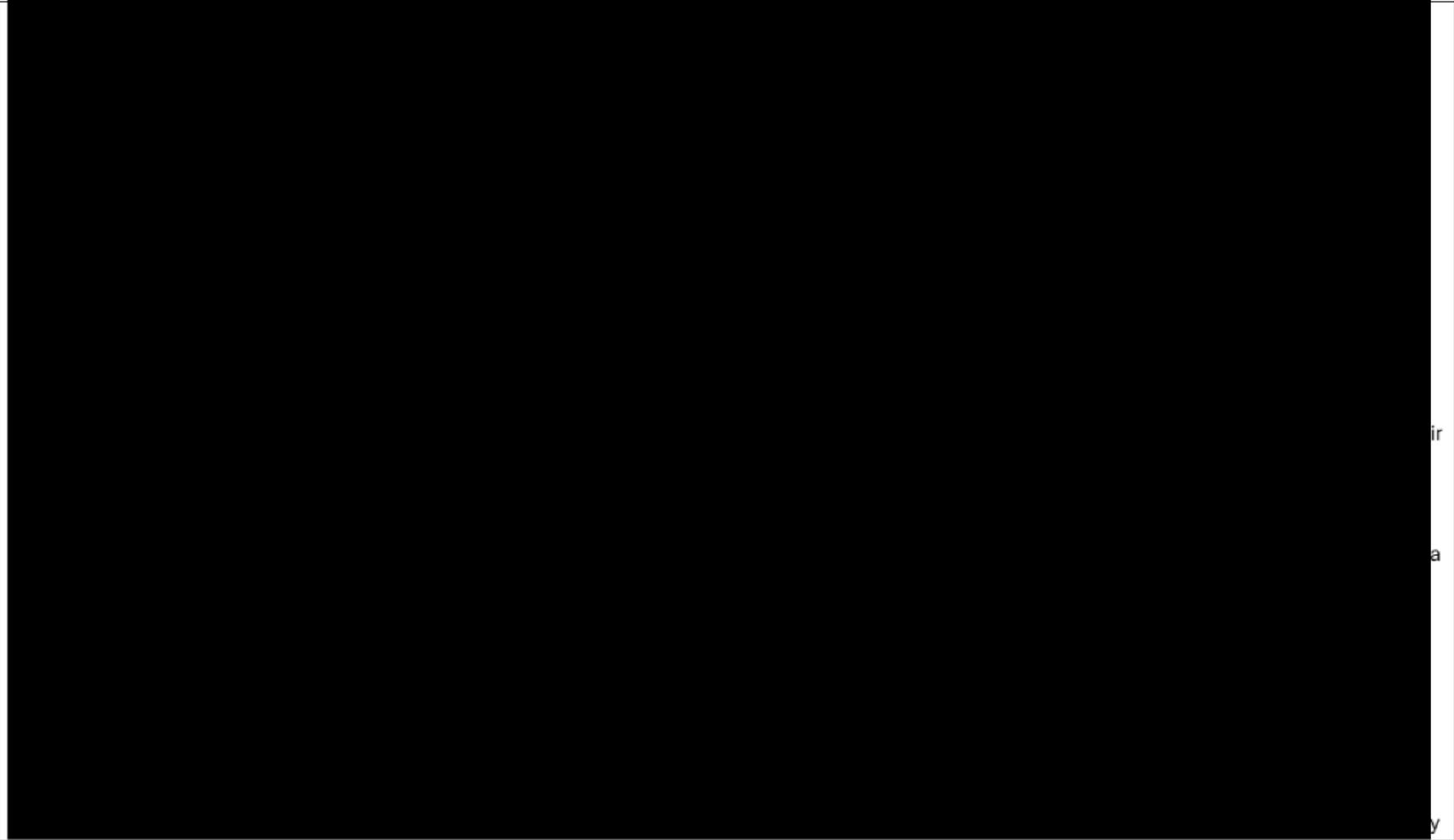


COMMITMENT (3)		
NT81	Providing skills and experience for good work	Work
Your Commitment:		

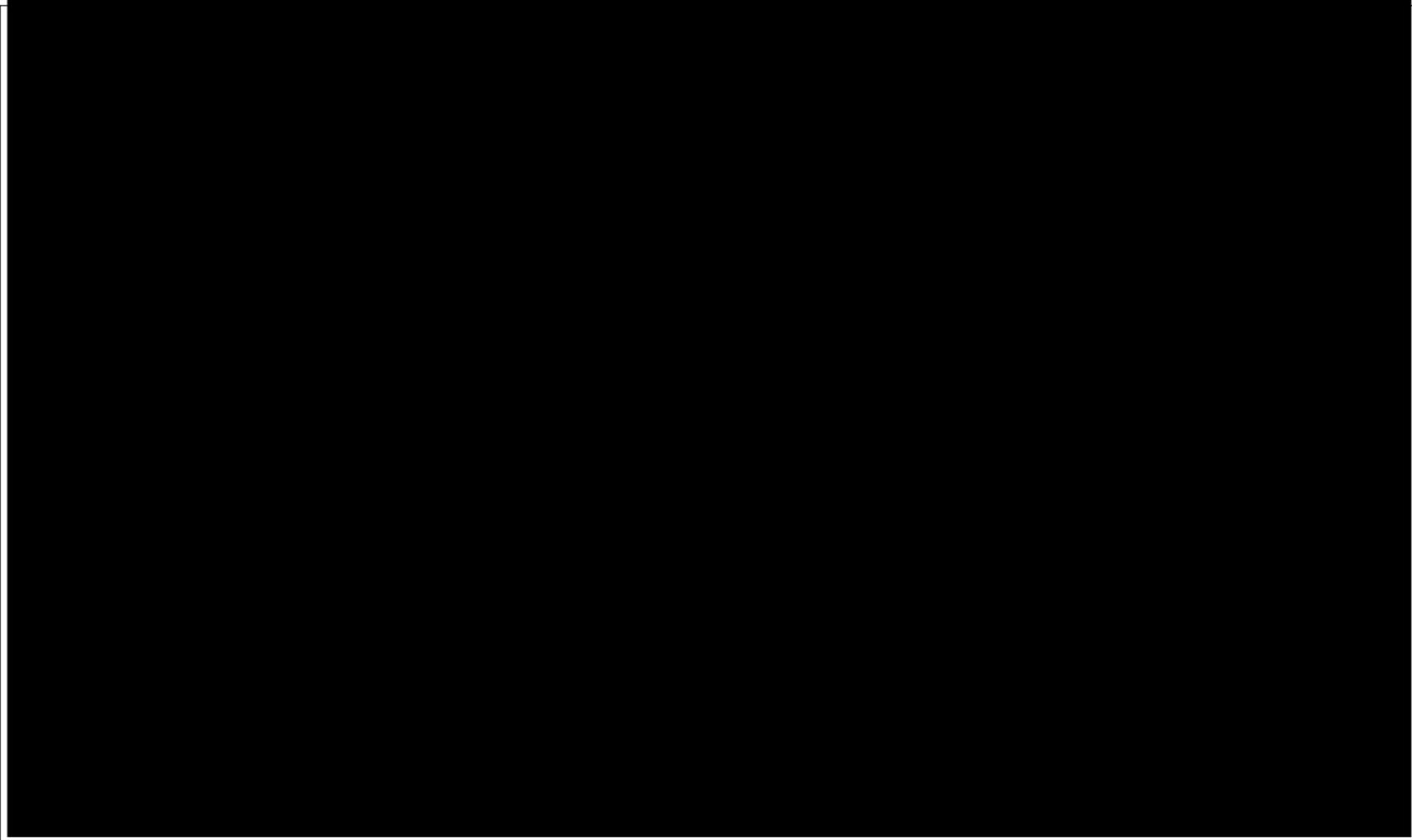
Method Statement Response



COMMITMENT (4)		
NT55	Promoting wellbeing and diversity in the workplace	Economy
Your Commitment:	[REDACTED]	
Method Statement Response		
[REDACTED]		



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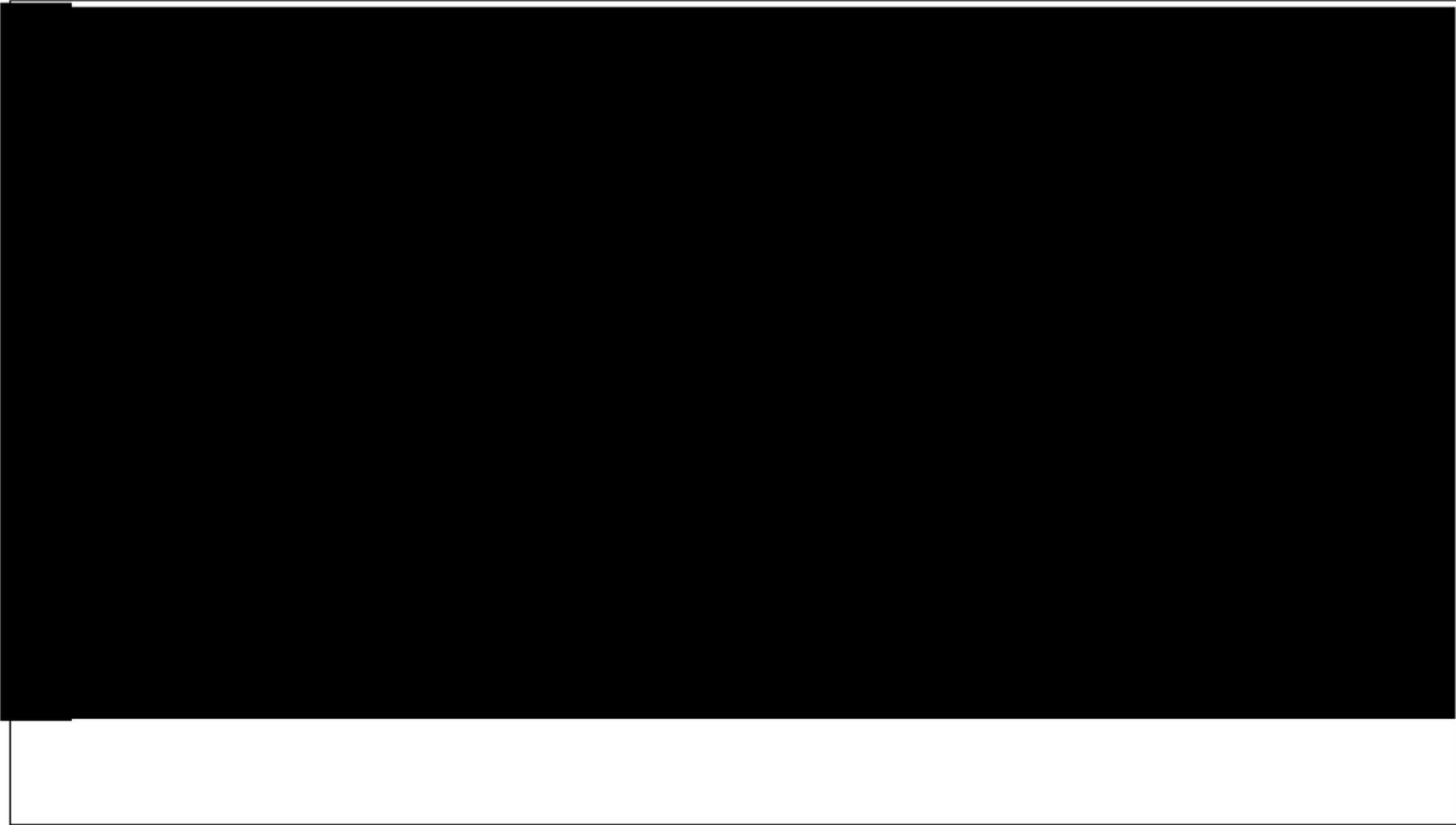




COMMITMENT (5)		
NT28	Building resilient communities	Community
Your Commitment:	[Redacted]	
Method Statement Response		



COMMITMENT (6)		
NT29	Building resilient communities	Community
Your Commitment:		
Method Statement Response		



COMMITMENT (7)		
NT32	Restoring our climate and improving air quality through transport	Planet
Your Commitment:	[Redacted]	
Method Statement Response		
[Redacted]		

COMMITMENT (8)		
NT72	Managing waste sustainably	Planet
Your Commitment:	[REDACTED]	
Method Statement Response		
[REDACTED]		

