

Framework for the

Provision of

Women’s Pathfinder Whole System Approach Service Delivery Model and 18-25 Early Intervention Service

(Gwent and South Wales)

From 1st September 2019 until 31st August 2021

With the option to extend on an annual basis for a further Two (2) years

FILE 1239

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**Part 1. The Agreement**

**This AGREEMENT** is made the day of 2019

**Between:**

1. **THE POLICE AND CRIME COMMISSIONER FOR GWENT** of Police Headquarters, Turnpike Road, Croesyceiliog, Cwmbran, NP44 2XJ of the one part (the “Commissioner”); and
2. **[insert name of contractor]** (including Company Registration Number where applicable) of [INSERT ADDRESS OF CONTRACTOR] of the other part (the “Contractor”).

whereas the Commissioner wishes to engage the Contractor to perform the Services of the Provision of Women’s Pathfinder Whole System Approach Service Delivery Model and 18-25 Early Intervention Service (Gwent and South Wales) and has accepted a tender by the Contractor for the provision of such Services in accordance with the terms of this Agreement, at the prices specified in the Pricing Schedule appended hereto.

**it is hereby agreEd as follows:**

1. in this Agreement certain words and expressions shall have the same meanings as are respectively assigned to them in clause A1 of the Terms and Conditions of Contract below.
2. This Agreement constitutes a framework arrangement whereby the Commissioner or any of the other police forces named in the Specification Schedule (“Other Contracting Body”, and “Other Contracting Bodies” shall be construed accordingly) may order the Services, or any part thereof as set out in the Specification hereto.
3. The Commissioner appoints the Contractor as a potential provider of the Services and the Contractor shall be eligible to be considered for appointment as a supplier of such Services by the Commissioner and Other Contracting Bodies during the Contract Period.
4. The Terms and Conditions of Contract shall apply to each purchase order and the Services to be provided thereunder, save that in the event that a purchase order is not placed by the Commissioner but instead by one of the Other Contracting Bodies, all references in the Terms and Conditions of Contract to the ”Commissioner” shall, in relation to such purchase order, be deemed to be a reference to the police and crime commissioner of such Other Contracting Body and all references to the “Chief Constable” shall be deemed to be a reference to the Chief Constable for the time being of such Other Contracting Body.
5. The Contractor accepts and acknowledges that the Commissioner shall not be liable to the Contractor for any costs and/or expenses which are incurred by the Contractor in respect of the provision of the Service to any Other Contracting Body howsoever arising, including, but not limited to, as a result of a failure by any Other Contacting Body to whom the Services are supplied to comply with any relevant obligation of the Contractor. The Contractor accepts and agrees that liability for any default or performance, whether in respect of payment of otherwise, shall rest with the Other Contracting Body named on the purchase order, and not with the Commissioner. Should any Other Contracting Body fail to meet any requirement and if the Contractor indicates an intention to impose a financial penalty, then the responsibility for meeting that penalty imposition shall rest with the defaulting Other Contracting Body and not with the Commissioner.
6. The following documents which have been bound herewith shall form part of and be read and construed as forming part of this Agreement, and shall have the same force and effect as if set out in the body of this Agreement, and any reference to this Contract or Agreement shall include the following documents (collectively referred to as the “Contract Documents”):

Instructions to Tenderer

Tender Evaluation Criteria

Tender Requirements

Terms and Conditions of Contract

Contract Award Schedule

Background Information and Context

Specification Schedule

Pricing Schedule

Performance Criteria Schedule

Monitoring Schedule

Commercially Sensitive Information Schedule

Data Protection Schedule

Appendices

Certificate as to Collusive Tendering

Certificate as to Canvassing

Certificate of Undertaking

Confidentiality Agreement

Security Requirements

The Contractor’s Response

Appendix A - Diversionary Scheme Eligibility

Appendix B – Service User Case Record

Appendix C – Diversion Information Consent Form

Appendix D – Voluntary Referral Transfer of Information

Appendix E – Security Questionnaire

Appendix F – List of Premises

1. In the event of any ambiguity, conflict or difference between the Terms and Conditions of Contract together with the Specification Schedule and the other documents, schedules, parts and appendices, the Terms and Conditions of Contract together with the Specification Schedule shall prevail.
2. In consideration of the payments to be made by the Commissioner to the Contractor as hereinafter mentioned, the Contractor agrees to supply the Services in conformity in all respects with the provisions of this Agreement.
3. The Commissioner shall pay to the Contractor in consideration of the supply of the Services the Contract Price or such other sum as may become payable under the provisions of this Agreement, at the times and in the manner prescribed by this Agreement.

**IN WITNESS WHEREOF** this Agreement has been entered into the day and the year first above written:

SIGNED BY:

For and on behalf of the

Police and Crime Commissioner for Gwent

In the presence of:

1. (Company Signature)

SIGNED BY:

Company Director/Secretary

For and on behalf of [Contractor]

Company Director/Secretary

For and on behalf of [Contractor]

**Part 2. Instructions to Tenderer**

Your organisation has been identified as a potential provider of A Women’s Pathfinder Whole System Approach Service Delivery Model and Early Intervention for 18-25 year olds (male and females) for The Police and Crime Commissioner for Gwent.

The Police and Crime Commissioner for Gwent are acting as part of a collaboration with the Police Crime Commissioner for South Wales. Her Majesty’s Prison and Probation Service (HMPPS), Welsh Government.

This is a framework agreement which is open to the Police and Crime Commissioner for South Wales. You are invited to review the requirements contained within this document and to respond accordingly if you wish to submit a Tender to provide the Services stated herein.

The Commissioner is acting as the lead for the purpose of the Tender process and the Service provision across both police force areas but the Commissioner for the Other Contracting Body shall enter into a separate contract with the Contractor in relation to that Commissioner’s own requirements.

The Contract shall be divided into two Lots by police force area as detailed below and as further defined in the Specification Schedule:

* Lot 1 - Gwent Police force area

Includes Newport and Ystrad Mynach custody suites.

* Lot 2 – South Wales Police force area

Includes Merthyr Tydfil, Cardiff Bay, Swansea and Bridgend custody suites.

Tenderers can bid for one or both of the Lots. You will indicate which lot you are bidding for within your tender submissions. A Contract shall be awarded for each Lot, based on the Tender Evaluation Criteria within the Scoring Guidance.

Please use the messaging tool within the etender website to inform us whether or not you intend to submit a tender (if not, please provide a brief reason), at least a week before the tenders are due to be returned.

The Commissioner will receive Tenders as detailed on the attached Schedules in accordance with the enclosed Terms and Conditions of Contract and subject to Section 7 - Standing Orders Relating to Contracts within the Police and Crime Commissioner for Gwent Manual of Corporate Governance, a copy of which may be seen in the attachments area of ETender Wales.

[*http://www.gwent.pcc.police.uk/fileadmin/user\_upload/documents/Publications/18.05.16\_FINAL\_MoCG\_2018-19.pdf*](http://www.gwent.pcc.police.uk/fileadmin/user_upload/documents/Publications/18.05.16_FINAL_MoCG_2018-19.pdf)

The Commissioner welcomes tender responses in Welsh or English. Tenders submitted in Welsh will be treated no less favourably than those in English.

Tenders which do not comply with the Contract Documents (as defined in the Agreement), Terms and Conditions of Contract and the following Instructions may not be considered.

Reference to Tender Documents shall mean all documents provided as part of the tender process and any information provided specifically for this Tender within the etender website, including but not limited to requests for information within the qualification, technical and commercial envelopes.

The submission of a Tender for the supply of Services set out in the attached Schedules, Appendices and Parts shall be made only in accordance with the Tender Documents. The Commissioner shall not be bound by any variation, addition to or waiver of any condition contained in the Tender Documents except when specifically agreed in writing and signed by both parties.

Any enquiries relating to any part of this Tender should be made through the messaging tool within the etenderwales website. All questions will be logged and collated, and responses will be provided to all applicants via the messaging tool. The identity of applicants raising any questions will remain confidential. **All clarification questions should be received via the etender website messaging facility by the time and date stated on the etender system.**

Please ensure you provide all the required information as set out in each Questionnaire. Please note that the system will not allow you to submit a tender unless all mandatory questions are completed.

Please only provide the information that is required. Supplementary information that is not requested will not be taken into account when scoring/awarding the Contract.If the question requires an attachment then the question will be set out to facilitate this.

The information you provide will be relied upon as being complete, true and accurate. It will form the Contract for the successful Tenderer. If any of the information given by your organisation is subsequently identified as being inaccurate this may exclude your organisation from further consideration.

This Tender must be fully completed even if you have previously submitted information. It is not sufficient to cross refer to previous responses as each question should be answered in its own right.

Please complete this Tender and submit it in its entirety, together with all attachments, back through the xchangewales portal by the date and time stated on the etenderwales web site. Tenderers should note that this is a web based system and due consideration should be given to the length of time it may take to upload any attachments through the portal. Documentation not submitted by the specified due date and time may be excluded from evaluation.

Do not leave your response until the last minutes/hours before the deadline (if you experience connection problems you will miss the deadline and your response may be deemed non-compliant and rejected by the Commissioner - always upload generic information early to avoid last minute time pressure).

Incomplete tenders may be rejected. Posted, Faxed or directly emailed Tenders will not be accepted.

The ‘Tender Requirements’ and Certificates contained within the Tender Documents must be agreed by a person duly authorised to sign and bind the Tenderer and all information given in the Tender Documents to be completed by the Tenderer must be given by a person duly authorised to sign and bind the Tenderer.

The Commissioner shall be under no obligation to check that persons purporting to have authority to sign and bind any Tenderer have such authority. The Commissioner shall be entitled to assume that all ’Tender Requirements’ are properly signed and that any information given in the Tender Documents to be completed by the Tenderer is properly given and is correct.

Tenderers should note that they may be asked to clarify or provide additional information in respect of their tender. Should the information submitted by any Tenderer prove to be false or in any other way substantially incorrect, the Commissioner reserves the right to remove such Tenderer from this tender process.

### The Commissioner shall not be bound to accept the lowest or indeed any Tender for the Services. The Commissioner gives no assurance or guarantee as to the level of services (if any) to be contracted for pursuant to this Tender. The Commissioner shall not be responsible for, or pay for, expenses or losses which may be incurred by the Tenderer in the preparation of its Tender.

### The Commissioner retains the discretion to disclose information in response to a request under the Freedom of Information Act 2000 (the “FOIA”), without the consent of the tenderer. Any identification of confidential information is subject to the agreement of the Commissioner, who will judge whether the information is worthy of protection. Tenderers should avoid any information being identified as “in confidence”, “trade secret” or similarly restricted where such information is not confidential in nature.

**VETTING**

The highest scoring Tenderer shall be required to undergo vetting of all Staff involved in the Contract to NPPV LEVEL 3 in accordance with clause B5.7 of the Terms and Conditions of Contract. An example vetting form is available within the “Attachments” area of the eTenderWales website (this form is subject to change by the Commissioner). This form will be issued following evaluation for completion by the individuals that will be providing the Services. These individuals must pass the Staff Vetting Procedure prior to Contract Award. Due to the nature of the Service of this Contract the Commissioner acknowledges that some Staff involved in the delivery of the Contract may have historical criminal records and may fail vetting. These Staff will be reviewed and managed on a case by case basis as Approved Staff Members as set out in clause B5.7 of the Terms and Conditions of Contract. The Commissioner requires a minimum of 50 % of Staff to have passed the required level of vetting. All staff will be required to undergo a DBS check.

Should the Staff not pass the Staff Vetting Procedure, the Commissioner reserves the right to award the Contract to the Tenderer that achieved the second-highest scoring, subject to that Tenderer’s appointed staff passing the Staff Vetting Procedure. The Commissioner reserves the right to continue this process as appropriate and within its discretion.

**TUPE**

**The current service provider has released data relating to the staff currently engaged in the provision of the Service (the “Specified Information”).  The Commissioner is not in a position to warrant the accuracy of information provided by the current contractor.  The Specified Information will be issued to tenderers following signature of the Confidentiality Agreement which is contained in Part 16 of the Agreement for you to print off and complete. Any tenderer wishing to have sight of the Specified Information should send a scanned signed (but not dated) copy of the Confidentiality Agreement via the messaging tool within the etenderwales website.  Following signature by the Commissioner or his representative, the Specified Information will be promptly released to the tenderer.**

**PROCUREMENT PROCESS TIMETABLE**

Whilst every effort has been made to present an accurate and achievable timetable, events may cause deviation from it. The Tenderer acknowledges and accepts that the timetable is not binding and may be changed by the Commissioner if circumstances so dictate. If such circumstances arise, Tenderers will be notified as soon as practicable of any changes.

|  |  |  |
| --- | --- | --- |
| **Item** | **Action** | **Timeline (subject to change)** |
|  | OJEU Advert for Invitation to Tender published | 28th February 2019 |
|  | Tender Closing Date (8 weeks process from advert publication) | 29th April 2019 |
|  | Tender Evaluation and any Clarifications | w/c 6th May 2019 |
|  | Presentations | 23rd May 2019 |
|  | Provisional award and unsuccessful bidders feedback -  Standstill period starts | 7thJune 2019 |
|  | End of Standstill period | 19th June 19 |
|  | Contract Drafting and Signature | 20th June 2019 |
|  | Request for up to date final TUPE data and start of TUPE transfer. | 24th June 2019 |
|  | Contract Implementation and Commencement | July- August 2019 |

|  |
| --- |
| **Timescales** |

**E-TENDER TECHNICAL INSTRUCTIONS**

Use the online 'HELP' function – it provides support for both the screen you are in and for key processes.

For security reasons your access to the portal will 'time out' if inactive for 15 minutes - this is part of strict government requirements to maintain security and tender integrity and cannot be changed.

As you progress through the questionnaires, click the 'Save' button regularly - failure to do so means you risk losing your work if you experience connection issues or security 'time-outs'.

Text box responses are restricted to a maximum number of characters within the etenderwales system. If the Commissioner requires a larger response they will add an additional text box or request an attachment. Attachments may be individually restricted at the discretion of the evaluation team and any specific instructions will be included within the question notes in the system. Also note that Numeric fields will not accept text, spaces, symbols etc. Note the red asterisk indicates a mandatory field - this must be completed in order to submit your response to the Commissioner.

If the Commissioner makes any changes to the settings and parameters area of a live tender after you have published your tender, you MUST re-publish your response – this is to ensure that changes are brought to your attention – you will receive a message prompt – generally this will not mean re-entering information.

Whilst the portal allows for large individual attachment sizes (max 50mb at a time), we recommend that you keep attachments to a manageable size to ensure ease and speed of access. Only attach documents that the Commissioner has requested and make sure that you attach them in the correct area (typically: ‘Qualification Questionnaire’ and ‘Technical Questionnaire’ for non-price responses and ‘Commercial Questionnaire’ for quotations).

If you have any software queries refer to online help in the first instance, if you still have an issue email or phone the BravoSolution helpdesk with a tender reference, a clear description of the problem and your contact details (ensure that you leave plenty of time for issues to be resolved prior to any deadlines).

**Part 3. Tender Evaluation Criteria**

The Contract shall be divided into two Lots by police force area as detailed below and as further defined in the Specification Schedule:

* Lot 1 - Gwent Police force area

Includes Newport and Ystrad Mynach custody suites.

* Lot 2 – South Wales Police force area

Includes Merthyr Tydfil, Cardiff Bay, Swansea and Bridgend custody suites.

Tenders will be evaluated on the criteria listed further below. The Tenderer should answer all of the questions in the envelopes that are attached within the etender system. Tenderers are requested not to attach general marketing information unless it is specifically relevant to a question. Tenderers should also refrain from cross referring to information provided in answer to other questions as each question should be answered in its own right.

**Evaluation Criteria for Lot 1 and Lot 2:-**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | Weighting | Percentage |
| **1.** | **Qualification Envelope:** |  |  | **N/A** |
|  | Pass/Fail Questions. Mandatory questions are highlighted. If your response fails at this stage then the rest of your bid shall no longer be considered. |  | N/A |  |
|  |  |  |  |  |
| **2.** | **Technical Envelope** | Maximum Response Limit |  | **60%** |
|  | The questions in the Technical envelope shall be evaluated as one and the scores obtained shall be used for both Lots.  Question 1 Please provide a detailed Implementation plan to show how your organisation will implement the required services including a fully detailed project plan. This shall provide details of the processes you will put in place to ensure that you can fulfil the requirements of the contract in the required timescales. Please detail all key dates and requirements for all parties, transition arrangements from the incumbent providers including the management of any TUPE transfer. You should also include details of any subcontractors/ 3rd parties/ voluntary service that you may engage  Question 2: Describe in detail your model of service delivery (for both Women’s Pathfinder WSA and 18-25 Early Intervention), including operating days and times, promotion of the service and the referral routes/pathways available. Please ensure you include details of the service delivered for the following stages:   * 1. Assessment;   2. Referral (to other services);   3. Support/ intervention (direct work);   4. Coordination (of multi-agency approach);   5. Support of transition (between different   stages of the system).  and reference ways in which your model would meet the specification and the Reporting Requirements (Table 1 Performance Criteria Schedule and Key Performance Indicators outlined for each activity  Question 3: Explain your understanding of current legislation, policy (national, Welsh and local) relevant to the services required.  Question 4: Demonstrate your understanding of and experience in working with the existing partnership landscape in Wales. Provide details of your proposals for partnership working. You should identify any key partners you are aware of, that you would engage or work with, supported by how you intend to establish and maintain these relationships as well as identifying and  developing new opportunities.    Question 5: Please detail (including any evidence where applicable) what relevant experience does your organisation/consortium have in working with individuals at different stages of the Criminal Justice System how this would enable you in in delivering a Whole System Approach service for women and early intervention service for young adults?  Question 6: Demonstrate your understanding of the needs of local communities and diverse needs profile of women and young adults and how you would ensure these needs were met.  Question 7: (**Women’s Pathfinder Whole System Approach Only**): How would you support for the future resettlement opportunities within Wales for Women offenders? Demonstrating clearly how you would either be able to support from a direct delivery perspective or work with any new provider to resettle women.  Question 8:  Please detail the staffing arrangements for these services including evidence that staff involved in delivery will have the appropriate skills and experience to deliver this contract?  Question 9: Describe how your staffing model would ensure project resilience from issues such as annual leave and sickness absence  Question 10: How would you ensure access to appropriate services across the range of pathways to meet the cohorts offending related and support needs? This includes providing services in the medium of Welsh and English  Question 11: A range of Outcomes has been identified in Table 2 of Part 10 Performance Criteria. Based on your proposed methodology please suggest what tools and mechanisms you will use to collect information against these measures and evaluate progress against these outcomes.  Question 12: What do you understand to be the key challenges and risks in delivering these services successfully and how would you plan to overcome and / or mitigate these?  Tenderers who do not obtain a minimum total Technical score of 50% of the available marks for this section shall be excluded from progressing to the next stage of the tender process | 4 pages A4 – Font 12  4 page of A4 - Font 12  1 page of A4 - FONT 12  2 pages of A4 - Font 12  2 pages of A4 – Font 12  2 pages of A4 - Font 12  2 pages of A4 – Font 12  2 pages of A4 – Font 12  1 page of A4  Font 12  2 page of A4 – Font 12  2 pages A4 – Font 12  1 pages of A4 – Font 12 | 1  3  1  2  2  3  2  2  1  2  2  2 |  |
| **3.** | **Commercial Envelope**  **The Commercial response submitted for each Lot shall be evaluated individually and the scores obtained shall be used for the associated Lot.**  The Tenderer who submits the lowest total price shall receive the maximum percentage score available (e.g. 30% = 30 marks). All other Tenderers shall receive a percentage score calculated using their total price against the lowest price. See further below for example. |  | N/A | **30%** |
| **4** | Presentation  Following conclusion of the Commercial and Technical evaluation, all Tenderers who, upon award of Presentation scores, could mathematically be the successful Tenderer, will be invited to the presentation stage. All other tenderers will be excluded from progressing to this next stage of the tender process.  The presentation will be a maximum duration of sixty minutes. The questions will be provided following the evaluation of the tender bids and at least 7 days in advance of the presentation date. Questions will not be weighted and will be scored in accordance with the evaluation scoring matrix detailed further below. |  | N/A | 10 % |

TECHNICAL ENVELOPE METHODOLOGY

Each question within the Technical Envelope will be scored using the matrix below. Each question is labelled from 1-3 for weighting, with 1 being of lowest importance and 3 being of highest importance. The score achieved will be multiplied by the weighting allocated against each individual question to arrive at a total score for each. Tenderers should give due consideration to the weightings shown when preparing their responses.

|  |  |
| --- | --- |
| **Evidence** | **Score** |
| **Strong Response**  Response is exceptional, far exceeding expectations in terms of relevance to the question and the requirements of the Specification.   * Response is well presented and structured; **and** * Response is directly and wholly relevant to the question; **and** * Response provides full assurances to the evaluation panel through the excellent evidence provided and the complete description of techniques currently employed; **and** * Response is judged to far exceed the minimum requirement for the question, with no significant weaknesses noted. | **10** |
| **Good Response**  Response exceeds expectations in terms of relevance to the question and the requirements of the Specification.   * Response is well presented and structured; **and** * Response is well aligned to the question; **and** * Response provides assurances to the evaluation panel through good evidence and the description of techniques currently employed; **and** * Response is judged to exceed the minimum requirements for the question. | **8** |
| **Competent Response**  Response offered is sufficient in terms of relevance to the question and the requirements of the Specification.   * A sufficient response is presented which follows a basic structure; **and/or** * Response is sufficiently aligned to the question, but there may be areas of minor concern; **and/or** * Evidence has been provided but it lacks depth; **and/or** * Response is judged to meet the minimum requirements for the question, but remains basic and could have been expanded upon. | **6** |
| **Unsatisfactory Response**  Response offered is insufficient in terms of relevance to the question and/or when compared to the Specification.   * Some evidence is presented but assertions and statements are insufficiently supported; **and/or** * Response offered is only partly relevant to the area being tested; **and/or** * Response offered is/may be relevant to the question but is judged to be insufficient when compared to the requirements of the Specification in terms of sophistication/complexity. | **4** |
| **Poor Response**  Response offered is way short of expectations in terms of relevance to the question and/or the requirements of the Specification.   * Little/no evidence is presented to support assertions or general statements; **or** * Response does not correspond to the question; **or** * Response is/may be relevant to the question but is judged to be far below the required level for in terms of sophistication or complexity. | **2** |
| **No Evidence provided**  Tenderer has not responded, or has responded but has not answered the question or demonstrated an understanding of the requirements. | **0** |

To calculate the % Score for the Technical Criteria of a submission, the tender with the highest score will be attributed the maximum score and subsequent tenderers will be given a score on a pro-rata basis against the highest achieved. These scores will then be multiplied by the 60% weighting for the technical section identified for this process.

**COMMERCIAL EVALUATION METHODOLOGY:**

Tenders are expected to submit a price as per the Pricing Schedule which is found in the Commercial Envelope.

To calculate the % Score for the Price Criteria of a submission, the lowest cost will be attributed the maximum score of 100, subsequent tenderer costs will be given a score on a pro-rata basis against the lowest cost. These scores will then be multiplied by the percentage weighting for price identified for this process.

**Commercial Evaluation Example:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Price** | **Tenderer Score** | | |  |
|  | **Supplier A** | **Supplier B** | **Supplier C** | **Lowest** |
| **Total Price (£)** | 100 | 150 | 200 | 100 |
| **Score (as % of lowest price** | 100.0 | 66.7 | 50.0 |  |
| **Weighted Score** | 30.0 | 20 | 15 |  |

**PRESENTATION EVALUATION METHODOLOGY**

Following conclusion of the Commercial and Technical evaluation, all Tenderers who, upon award of Presentation scores, could mathematically be the successful Tenderer, will be invited to the presentation stage. All other tenderers will be excluded from progressing to this next stage of the tender process.

The presentation will be a maximum duration of sixty minutes. The questions will be provided following the evaluation of the tender bids and at least 7 days in advance of the presentation date. Questions will not be weighted and will be scored in accordance with the evaluation scoring matrix detailed further below.

|  |  |
| --- | --- |
| **Evidence** | **Score** |
| **Strong Response**  Response is exceptional, far exceeding expectations in terms of relevance to the question and the requirements of the Specification.   * Response is well presented and structured; **and** * Response is directly and wholly relevant to the question; **and** * Response provides full assurances to the evaluation panel through the excellent evidence provided and the complete description of techniques currently employed; **and** * Response is judged to far exceed the minimum requirement for the question, with no significant weaknesses noted. | **10** |
| **Good Response**  Response exceeds expectations in terms of relevance to the question and the requirements of the Specification.   * Response is well presented and structured; **and** * Response is well aligned to the question; **and** * Response provides assurances to the evaluation panel through good evidence and the description of techniques currently employed; **and** * Response is judged to exceed the minimum requirements for the question. | **8** |
| **Competent Response**  Response offered is sufficient in terms of relevance to the question and the requirements of the Specification.   * A sufficient response is presented which follows a basic structure; **and/or** * Response is sufficiently aligned to the question, but there may be areas of minor concern; **and/or** * Evidence has been provided but it lacks depth; **and/or** * Response is judged to meet the minimum requirements for the question, but remains basic and could have been expanded upon. | **6** |
| **Unsatisfactory Response**  Response offered is insufficient in terms of relevance to the question and/or when compared to the Specification.   * Some evidence is presented but assertions and statements are insufficiently supported; **and/or** * Response offered is only partly relevant to the area being tested; **and/or** * Response offered is/may be relevant to the question but is judged to be insufficient when compared to the requirements of the Specification in terms of sophistication/complexity. | **4** |
| **Poor Response**  Response offered is way short of expectations in terms of relevance to the question and/or the requirements of the Specification.   * Little/no evidence is presented to support assertions or general statements; **or** * Response does not correspond to the question; **or** * Response is/may be relevant to the question but is judged to be far below the required level for in terms of sophistication or complexity. | **2** |
| **No Evidence provided**  Tenderer has not responded, or has responded but has not answered the question or demonstrated an understanding of the requirements. | **0** |

Each person at the presentation will score individually and an average score will be taken for that question from all the scores. To calculate the % Score for the Presentation, the tenderer with the highest score will be attributed the maximum score and subsequent tenderers will be given a score on a pro-rata basis against the highest achieved. These scores will then be multiplied by the 10% weighting for the technical section identified for this process.

**Part 4. Tender Requirements**

**For the provision of A Women’s Pathfinder Whole System Approach Service Delivery Model and 18 – 25 Early Intervention Service**

**To: The Police and Crime Commissioner for Gwent**

I/We offer to supply part/whole of the said Services in complete conformity with the attached Terms and Conditions of Contract, Specification Schedule, Parts and Schedules and as may be described or implied therein as per the completed Pricing Schedule.

I/We declare that I/we have read and understood the Tender Documents and/or Contract Documents.

I/We undertake to execute the Agreement within 14 days or such other longer period as may be determined by the Commissioner from receipt of the letter of acceptance, and in accordance with the Terms and Conditions of Contract to obtain all Insurances stipulated.

I/We understand that you reserve the right to accept or refuse this Tender whether it be lower, the same or higher than any other Tender, or for any other reason.

I/We agree that this Tender shall remain open for acceptance by you and will not be withdrawn or varied (except as requested by the Commissioner) by us for a period of 120 days from the closing date for submission of Tenders.

I/We agree that any unauthorised alteration or insertion by me/us to any of the Tender Documents and/or Contract Documents shall not affect the Agreement or the Terms and Conditions of Contract, and may cause the Tender to be rejected.

I/We agree that any clauses in our own conditions of sale or contract or any supplementary condition or letter which are at variance with the Commissioner’s Tender Documents and/or Contract Documents shall be overridden by the Contract Documents unless specifically agreed to in writing.

I/We agree that this Tender will be arithmetically checked. Any arithmetical error will be corrected and a revised Contract Price calculated. I/We will be notified of any errors and amendments and asked either to confirm the revised Contract Price or withdraw their Tender. I/We may be required to produce the build-up of the prices in the Tender.

I/We hereby agree that the following Documents, Appendices, Schedules, Parts and Annexes are attached and form part of this Tender:-

**DOCUMENTS**

1. The Agreement

2. Instructions to Tenderer

3. Tender Evaluation Criteria

4. Tender Requirements

5. Terms and Conditions of Contract

**SCHEDULES**

Contract Award Schedule

Background Information and Information Schedule

Specification Schedule

Pricing Schedule

Performance Criteria Schedule

Monitoring Schedule

Commercially Sensitive Schedule

Data Protection Schedule

Certificate as to Collusive Tendering

Certificate as to Canvassing

Certificate of Undertaking

Confidentiality Agreement

Security Requirements

Parent Company Guarantee / Performance Bond

The Contractor’s Response

**APPENDICES**

Appendix A - Diversionary Scheme Eligibility

Appendix B – Case Record

Appendix C – Diversion Information Consent Form

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**A. GENERAL PROVISIONS**

**A1 Definitions and Interpretation**

A1.1 In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Approval” means the prior written consent of the Commissioner (and Approved shall be construed accordingly).

“Authorised Officer” means the person or persons duly appointed by the Commissioner as detailed in the Contract Award Schedule, to act as the day to day point(s) of contact in relation to the Contract.

“Change Control Schedule” means the schedule containing the details of permitted changes to the Specification

“Chief Constable” means that Chief Constable of the respective police force from time to time and shall include its duly authorised personnel, officers, employees, representatives, agents and/or any such other duly authorised party and where the context so permits shall include the Commissioner.

“Commencement Date” means the date detailed in the Contract Award Schedule or such other date as agreed in writing by the Commissioner.

“Commercially Sensitive Information” means the information listed in the Commercially Sensitive Information Schedule comprised of information:

(a) which is provided by the Contractor to the Commissioner in confidence for the period set out in that Schedule; and/or

(b) that constitutes a trade secret.

“Commissioner” means the party named in the Contract Award Schedule, any successor or replacement commissioner and/or anybody to which all or part of the functions of the Commissioner may be lawfully transferred and shall include its duly authorised personnel, officers, employees, representatives, agents and/or any such other duly authorised party and where the context so permits shall include the Chief Constable.

“Confidential Information” means:

(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored and whether or not it is marked as “confidential”)) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA; and/or

(b) any information, including, but not limited to, any survey results, research data, advice, plans, recommendations or other reports or information which is generated by or on behalf of the Contractor for the Commissioner in the course of performing its obligations under the Terms and Conditions of Contract.

“Contract” means the written agreement between the Commissioner and the Contractor consisting of these Terms and Conditions of Contract and any attached Parts, Schedules, Appendices or other documents attached to it, as Approved by the Commissioner (in each case as amended from time to time in accordance with the Contract).

“Contract Award Schedule” means the schedule containing the details of the Contract award.

“Contracting Authority” means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015.

“Contract Manager” means the person or persons duly appointed by the Contractor as detailed in the Contract Award Schedule, to act as the day to day point(s) of contact for communications in relation to the Contract.

“Contractor” means the person, firm or company with whom the Commissioner enters into the Contract.

“Contract Period” means the period detailed in the Contract Award Schedule and shall include, where applicable, any extension pursuant to clause F8, or such earlier period as shall end on the termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.

“Contract Price” means the price (exclusive of any applicable VAT), payable to the Contractor by the Commissioner under the Contract, as set out in the Pricing Schedule, for the full and proper performance by the Contractor of its obligations under the Contract but before taking into account the effect of any adjustment of price in accordance with clause C4.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies.

“Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

“Delivery Model” means the detailed processes and delivery methodology prepared by the Contractor in its Tender Response,which shall be agreed by the Authorised Officer prior to the Commencement Date, and incorporated as part of the Implementation Plan.

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under the Contract and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach.

“Data Protection Impact Assessment” means: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

“Data Protection Schedule” means the schedule containing the details of the data processing.

“Delivery Model” means the detailed processes and delivery methodology prepared by the Contractor in its Tender Response,which shall be agreed by the Authorised Officer prior to the Commencement Date, and incorporated as part of the Implementation Plan.

“Discriminatory Change in Law” means any change in Law which :

1. applies:
2. expressly to the Commissioner or the Contractor; or
3. specifically to the use of the Contractor or any of its Staff by the Commissioner; or
4. specifically to the provision of the Services by the Contractor under the Agreement; and
5. results in a need to change the Specification in accordance with clause F3.

“Diversion” shall mean Out of Court Disposals which aims to divert those eligible away from the Criminal Justice System and into voluntary support/intervention in the community, in order to contribute to reduce reoffending and community safety.

“DPA” means the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 (which is ​subject to Royal Assent) to the extent that it relates to processing of personal data and privacy; (ii) all applicable Law about the processing of personal data and privacy.

“DPA 2018” means the: Data Protection Act 2018.

“Early Intervention” shall mean services which fall within the Early Intervention and Prevention Pathway where support can be provided for those at the earliest stage of the CJS (at risk of offending/re-offending through to arrest and presentence).

“Environmental Information Regulations” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“Equipment” means the equipment provided by the Contractor and/or as used by the Staff in the provision of the Services which shall include but not be limited to, general equipment necessary for the performance of the Services, uniforms, plant, materials and any other items supplied and/or used by the Contractor in the performance of its obligations under the Contract.

“Exit Strategy” means the strategy to be Approved by the Commissioner within 6 months of the Commencement Date, as set out in Part 14.

“Fees Regulations” means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004.

“Force” means the police force of Gwent Police or such other force of the Chief Constable of the Other Contracting Bodies.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Force Majeure” means in relation to either Party, a Force Majeure Event which is beyond the reasonable control of that Party concerned and which materially and adversely affects its ability to perform it obligations under the Contract.

“Force Majeure Event” includes fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding any one or more of the following:

(a) any industrial action occurring within the Party’s or any sub-contractor’s organisation; or

(b) any event to the extent that it could have been prevented or avoided, or its adverse impact could have been mitigated, through the exercise by the Party in question of Good Industry Practice, including the establishment and implementation of appropriate disaster recovery or business contingency arrangements; or

(c) any lack of funds by the Party in question; or

(d) the failure by any sub-contractor to perform its obligations under any sub-contract, unless that failure was in turn attributable to a Force Majeure Event, and cannot be excluded from, the preceding parts of this definition (if references in those preceding parts to the Party in question were references to the relevant sub-contractor).

“Fraud” means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Commissioner and/or the Crown.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

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

“Implementation Plan” means the plan prepared by the Contractor which is necessary to implement the provision of the Services, and which includes the Delivery Model, as Approved by the Authorised Officer prior to the Commencement Date, and incorporated as part of the Contractors Response in Part 20.

“Information” has the meaning given under section 84 of the FOIA.

“Intellectual Property Rights” means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off. All references to “Intellectual Property” shall be construed accordingly.

“Key Personnel” means those persons named in the Contract Award Schedule as being key personnel.

“Law” means any applicable Act of Parliament (as may be amended, repealed or replaced during the Contract Period), subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, code of practice, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply (any of which may be amended during the Contract Period).

“LED” means the Law Enforcement Directive ​(Directive (EU) 2016/680).

“Monitoring Schedule” means the Schedule containing details of the monitoring arrangements.

“Method Statement” means the plan prepared by the Contractor which is necessary to implement the provision of the Services as Approved by the Authorised Officer prior to the Commencement Date, and incorporated as part of the Contract in the Contractor’s Response in Part [X].

“Month” means calendar month.

“NPCC” means the National Police Chiefs’ Council.

“Part” means a part attached to, and forming part, of the Contract.

“Party” means a party to the Contract and “Parties” shall be construed accordingly.

“Performance Criteria Schedule” means the Schedule containing details of the performance criteria.

“Premises” means the location where the Services are to be supplied, as set out in Appendix H – List of Premises or otherwise agreed by the Commissioner.

“Pricing Schedule” means the Schedule containing details of the Contract Price.

“Property” means the property, other than real property, issued or made available to the Contractor by the Commissioner in connection with the Contract or the provision of the Services.

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule.

“Receipt” means the physical or electronic arrival of the invoice at the address of the Commissioner detailed at clause A5.3 or at any other address given by the Commissioner to the Contractor for the submission of invoices, provided that if any such invoice arrives on a day that is not a Working Day or after 17:00 on a Working Day, then it shall not be deemed to have been received until 10:00 on the next following Working Day.

“Regulatory Bodies” means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Commissioner and “Regulatory Body” shall be construed accordingly.

“Replacement Contractor” means any third-party service provider appointed by the Commissioner to supply any services which are substantially similar to any of the Services and which the Commissioner receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Request for Information” shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).

"Relevant Convictions" means a conviction that is relevant to the nature of the Services and/or as listed by the Commissioner and/or relevant to the work of the Commissioner for the purpose of the Contract.

“Schedule” means a schedule attached to, and forming part of, the Contract.

“Security Requirements” means the description of the security requirements as specified in the Security Requirements Schedule.

“Security Requirements Schedule” means the Schedule containing details of the Security Requirements.

“Services” means the services to be supplied as specified in the Specification.

“Service User” means a person receiving the Services from the Contractor;

“Specification” means the description of the Services to be supplied under the Contract as set out in the Specification Schedule.

“Specification Schedule” means the Schedule containing details of the Specification.

“Staff” means all persons employed or otherwise engaged by the Contractor to perform its obligations under the Contract together with the Contractor’s staff, workers, servants, agents, consultants, suppliers and sub-contractors, any other third parties with whom the Contractor contracts in order to provide any of the Services, who are engaged in the performance of the Contractor’s obligations under the Contract.

“Staff Vetting Procedure” means the Commissioner’s procedures for the vetting of Staff as advised to the Contractor by the Commissioner.

“Sub-Contract” means any contract or agreement or proposed agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof. ”Sub-Contracting” shall be construed accordingly.

“Sub-Contractor” shall mean any person, firm, company or other body engaged by the Contractor from time to time under a Sub-Contract permitted pursuant to the Contract.

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

“Tender” means the document(s) submitted by the Contractor to the Commissioner in response to the Commissioner’s invitation to suppliers for formal offers to supply it with the Services.

“TUPE regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

“Voluntary Attendee” is where for the purpose of assisting with an investigation a person attends voluntarily at a police station or at any other place where a constable is present or accompanies a constable to a police station or any such place without having been arrested.

“Whole System Approach (WSA)” means a service delivery model where woman’s needs are assessed at her first contact with the criminal justice system, and to provide gender responsive, multi-agency support throughout her justice journey

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

“Year” the 12 month period from the Commencement Date and thereafter on each anniversary of such date.

A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing the masculine include the feminine and neuter;

(c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

(d) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as it may have been, or may from time to time be amended, modified or re-enacted and shall include any subordinate legislation made under the relevant statute;

(e) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

(f) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”. The rule known as the ejusdem generis shall not apply and accordingly general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;

(g) the recitals and headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;

(h) references to “indemnity” and “indemnifying” any person against any circumstance include indemnifying and keeping that person harmless from all actions, claims and proceedings from time to time made against that person and all loss and damage and all payments, costs and expenses (including legal fees on a solicitor own client basis and taxes) made or incurred by that person as a consequence of or which should have arisen but for that circumstance; For the purpose of this provision, the term “reasonable” means as so deemed by the Commissioner in his sole discretion;

(i) references to writing shall mean any mode of reproducing words in a legible and non-transitory form;

(j) the Schedules, Parts and Appendices form part of this Contract and shall have the same force and effect as if expressly set out in the body of this Contract;

(k) where the Agreement is entered into by or on behalf of a partnership or otherwise by or on behalf of more than one person, any liability arising under it shall be deemed to be the joint and several liabilities of the partners or of such persons as stated above, and any demand for payment made or notice given by the Commissioner to any one or more of the persons so jointly and severally liable shall be deemed to be a demand made or notice given to all such persons. The Commissioner shall be at liberty to release or discharge any one or more of such persons from liability under the Contract or to compound with, accept compositions from or make other arrangements with any of such persons without in consequence releasing or discharging any other party to this Contract or otherwise prejudicing or affecting the Commissioner’s rights and remedies against any such party;

(l) references to time shall be construed, during the period of summer time, to be British Summer Time and otherwise to be Greenwich Mean Time; and

(m) except as otherwise expressly provided in the Contract, all remedies are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.

(n) any standards stipulated shall be deemed to include the European equivalent for a non- UK contractor.

**A2 Contract Period**

A2.1 The Contract shall take effect on the Commencement Date, or such other date as agreed by the Parties and shall continue for the period detailed in the Contract Award Schedule unless and until it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause F8.

**A3 Contractor’s Status**

A3.1 At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party, save as expressly permitted by the terms of the Contract.

**A4 Commissioner’s Obligations**

A4.1 Save as otherwise expressly provided, the obligations of the Commissioner under the Contract are obligations of the Commissioner in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Commissioner in any other capacity, nor shall the exercise by the Commissioner of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Commissioner to the Contractor.

**A5 Notices**

A5.1Except as otherwise expressly provided within the Contract, no notice, consent or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

A5.2 Any notice, consent or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in clause A5.3. Provided the relevant communication is addressed correctly and is not returned as undelivered, the notice, consent or communication shall be deemed to have been given:

(a) if hand delivered, at the time of actual delivery; or

(b) 2 Working Days after the day on which the letter was posted; or

(c) 4 hours, in the case of electronic mail or facsimile transmission after successful transmission; or

(d) sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail;

provided in each case that if the deemed receipt occurs either on a day that is not a Working Day or after 17:00 on a Working Day, then the notice, consent or other communication in question shall not in fact be deemed to have been received until 10:00 on the next following Working Day (such times being local time at the address of the recipient).

A5.3 For the purposes of clause A5.2, the address and other contact details of each Party shall be detailed in the Contract Award Schedule or otherwise advised to the other in writing prior to the Commencement Date.

A5.4 Either Party may change its address for service by serving a notice in accordance with this clause A5.

A5.5 At the same time as giving any notice, consent or other communication to the Commissioner in accordance with clauses A5.2-A5.4 above, the Contractor shall provide a copy of the relevant notice, consent or other communication to the Authorised Officer using the email address or fax number set out in the Contract Award Schedule or otherwise notified to the Contractor for these purposes from time to time.

A5.6 Any notice, information instruction or other communication given or made to the Contract Manager shall be deemed to have been given or made to the Contractor.

**A6 Mistakes in Information**

A6.1 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Commissioner by the Contractor in connection with the supply of the Services and shall pay the Commissioner any extra costs occasioned by any discrepancies, errors or omissions therein.

A6.2 The Contractor shall be deemed to have examined the requirements specified in the Contract. No claim from the Contractor for additional payment shall be allowed on the grounds of misinterpretation of any matter relating to the requirements specified in the Contract in respect of which the Contractor could reasonably have satisfied itself beforehand by reference to the Commissioner Contact, or such other means as may have been appropriate.

A6.3 It shall be the Contractor’s responsibility to ensure its complete understanding of the Commissioner’s requirements and to obtain from the Commissioner Contact written clarification of any matters.

A6.4 The Contractor shall be deemed to have satisfied itself as to the accuracy and sufficiency of the rates and prices stated by it in its Tender as set out in the Pricing Schedule, which shall (except in so far as it is otherwise provided in the Contract) cover all its obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Contract Price.

**A7 Conflicts of Interest**

A7.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Commissioner, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Commissioner under the provisions of the Contract. The Contractor shall disclose to the Commissioner forthwith full particulars of any such conflict of interest, potential or otherwise, which may arise.

A7.2 The Commissioner reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Commissioner, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Commissioner under the provisions of the Contract. The actions of the Commissioner pursuant to this clause A7 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Commissioner.

**A8 No Exclusivity**

A8.1 The Contractor hereby acknowledges and agrees that it is not being appointed as the Commissioner’s exclusive provider of all services which are the same or similar to the Services and the Commissioner shall be free at any time to purchase such services from one or more other contractors during the Contract Period.

**A9 No Guaranteed Purchases**

A9.1The Commissioner does not give, and shall not be deemed to have given, any guarantee, warranty or other assurance as to the quantity or value of Services that may be required under the Contract, nor as to the revenue that the Contractor will generate as a result of entering into the Contract.

A9.2 Any estimate of demand or historical data given to the Contractor is for guidance purposes only and shall not form part of the Contract.

**B. SUPPLY OF SERVICES**

**B1 The Services**

B1.1 The Contractor shall supply the Services during the Contract Period in accordance with the Implementation Plan submitted as part of the Contractors Tender response, the Commissioner’s requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price. The Commissioner may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours (or otherwise). The Contractor shall have a minimum presence in each Force Custody Premises of 37 hours a week. The Contractor shall be required to provide a historical schedule of such attendance as part of the Performance Criteria Schedule requirements. . Access to outreach Services shall be available 7 days a week.

B1.2 If the Commissioner informs the Contractor in writing that the Commissioner reasonably believes that any part of the Services does not meet the requirements of the Implementation Plan and/or the Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Commissioner, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Implementation Plan and/or the Contract within such reasonable time as may be specified by the Commissioner.

B1.3 The Services shall be performed at such times and at such Premises as the Authorised Officer directs or agrees. Without prejudice to clause B1.2, in the event that the Contractor fails, due to its default, to fulfil an obligation by the time specified by the Authorised Officer for such fulfilment, the Contractor shall, at the request of the Authorised Officer and without prejudice to the Commissioner’s other rights and remedies, arrange all such additional resources as are necessary to fulfil the said obligation as early as practicable thereafter at no additional charge to the Commissioner. Timely supply of the Services shall be of the essence of the Contract, including commencing the supply of the Services within the time agreed or on a specified date.

B1.4 In addition to its rights under clauses B1.2, B1.3 and B7, should the Contractor fail to provide the Service or any part thereof in accordance with Good Industry Practice and to the entire satisfaction of the Commissioner Contact, the Commissioner may itself provide or may employ and pay other persons to provide the Service or any part thereof and all costs incurred thereby may be deducted from any sums due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor by the Commissioner as a debt. If the Contractor fails to provide the Service in accordance with Good Industry Practice, the Commissioner may withhold payment of any amount owed by the Commissioner to the Contractor until such time as the Commissioner is satisfied the requirements of the Contract have been and are being adhered to by the Contractor. The rights of the Commissioner under this clause B1 shall be in addition to and without prejudice to any other remedy for breach of contract or its rights under clause B7, H1 or H2.

B1.5 If the performance of the Contract requires any licences, permits and/or permissions, it shall be the responsibility of the Contractor to ensure that such licences, permits and/or permissions are obtained to enable the Services to be performed as required by the Commissioner, and at no additional cost to the Commissioner.

B1.6 The Contractor immediately upon becoming aware of any accident, damage, omission or breach of any term of the Contract or of any relevant Laws or of any incident as referred to in clause D6.10 relating to the provision of the Service, or in any way connected to the Service, shall notify the Authorised Officer immediately of the same.

**B2 Provision and Removal of Equipment**

B2.1 The Contractor shall provide all the Equipment necessary for the supply of the Services.

B2.2 The Contractor shall not deliver any Equipment nor begin any work on the Premises of the Commissioner without obtaining prior Approval.

B2.3 All Equipment brought onto the Premises shall be at the Contractor’s own risk and the Commissioner shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Commissioner’s Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at the Contractor’s sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.

B2.4 The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.

B2.5 The Contractor shall, at the Commissioner’s written request, at its own expense and as soon as reasonably practicable:

(a) remove from the Premises any Equipment which in the reasonable opinion of the Commissioner is either hazardous, noxious or not in accordance with the Contract; and

(b) replace such item with a suitable substitute item of Equipment.

B2.6 On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff in accordance with clause B7.4 hereto.

**B3 Manner of Carrying Out the Services**

B3.1 The Contractor shall nominate a Contract Manager within its organisation holding a position or having the authority to ensure that sufficient resources are allocated to the Contract when required and to ensure that performance is in accordance with the Implementation and/or the Contract and Good Industry Practice. The Contract Manager shall be empowered to act on behalf of the Contractor for all purposes connected with the Contract and shall be one of the designated Key Personnel.

B3.2 The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Implementation and/or the Contract, the Contractor shall agree the relevant standard of the Services with the Commissioner prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B3.3 The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Contractor shall ensure that Staff are regularly provided with training in respect of the requirements of the Services as affected by any changes in policy or practice.

B3.4 The Contractor shall employ sufficient Staff to ensure that the smooth running of the execution of the Contract at all Premises is provided for at all times. Abstractions of Staff for leave, sickness, training or any other reason, whether required by the Contractor or the Commissioner, shall be covered by the Contractor at all times, and such cost shall be borne by the Contractor. Additionally, the Contractor shall provide additional resources to meet the Commissioner’s requirements in the event of an emergency situation or in a situation where an upsurge in demand occurs.

B3.5 The Commissioner reserves the right by notice to the Contractor to modify its requirements in relation to the Service in accordance with clause F4. Unless and until such modification is agreed in writing, no such change shall be considered effective and the Contract shall not in any way be considered to have been amended.

B3.6 The Contractor shall have an ongoing obligation throughout the Contract Period to identify new and potential improvements to the Services and any costs savings it can achieve. As part of this obligation, the Contractor shall identify and report to the Authorised Officer on a quarterly basis:

1. the emergence of new and evolving practices which could improve the Services;
2. new or potential improvements to the Service including the quality, responsiveness, procedures, bench marking methods, likely performance mechanism and support services in relation to the Service;
3. changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Commissioner; and/or
4. benchmarking of the Goods by a review of suppliers in the market in order to achieve any costs savings.

B3.7 If the Commissioner agrees to incorporate any improvement identified by the Contractor in accordance with clause B3.7, this shall be implemented by following the procedure detailed in respect of Variations in clause F4.

B3.8 The Contractor shall provide the Services, and perform all of its other obligations arising under or in connection with the Contract having regard to the standing and reputation of the Commissioner and/or the Chief Constable and, in particular, shall not do anything (by act or omission) that would, or would be reasonably likely:

(i)      to damage the reputation of the Commissioner and/or the Chief Constable;

(ii)     to bring the Commissioner and/or the Chief Constable into disrepute;

(iii)    to attract adverse publicity to the Commissioner and/or the Chief Constable; or

(iv)    to harm the confidence of the public in the Commissioner and/or the Chief Constable.

B3.9 The Contractor shall be required to supply the Services on the same terms as specified in the Contract to any establishments and/or premises, additional to the Premises, upon the reasonable direction of the Commissioner during the Contract Period.

B3.10 The Contractor shall comply with the Method Statement. Any amendments to the Method Statement shall follow the procedure detailed in respect of Variations in clause F4.

B3.11 Any material alteration or amendment to the Specification required as a result of any change in relevant Laws, Home Office Circular or directive or documentation issued by any professional body in respect of the Service and/or the NPCC, from time to time shall be deemed a Discriminatory Change in Law.

B3.12 The Contractor shall, when providing the Services, pay due regard to the need for persons in a public service environment to observe the highest standards of efficiency, economy, courtesy, consideration and hygiene.

B3.13 The Contractor shall comply with the Performance Criteria Schedule.

B3.14 The Contractor shall comply with the Implementation Plan. Any amendments to the Implementation Plan shall follow the procedure detailed in respect of Variations in clause F4.

**B4 Key Personnel**

B4.1 The Contractor acknowledges that its Key Personnel are essential to the proper provision of the Services to the Commissioner. Key Personnel shall be notified to the Commissioner prior to the Commencement Date.

B4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Commissioner, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

B4.3 Any replacements to the Key Personnel shall be subject to the agreement of the Commissioner. Such replacements shall be of at least equal status and of equivalent experience and skills to the Key Personnel being replaced, and shall be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Commissioner shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

**B5 Contractor’s Staff**

B5.1 The Commissioner may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises of the Commissioner, and/or be involved in the provision of the Services:-

(a) any member of the Staff; or

(b) any person employed or engaged by any member of the Staff,

whose admission or continued presence and/or involvement in the Contract would, in the reasonable opinion of the Commissioner, be undesirable.

B5.2 At the Commissioner’s written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Commissioner may reasonably request.

B5.3 If the Contractor fails to comply with clause B5.2 within 10 Working Days of the date of the request and in the reasonable opinion of the Commissioner such failure may be prejudicial to the interests of the Commissioner and/or Crown then the Commissioner may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Commissioner.

B5.4 The Contractor shall ensure that its Staff, engaged within the boundaries of the Premises, comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.

B5.5 The Contractor acknowledges that the Commissioner shall be free to authorise the Authorised Officer to undertake a security search any member of Staff and shall procure that its Staff fully co-operate with the Commissioner for these purposes. The Contractor shall also ensure that its Staff carry out their duties and behave while at any Premises or while carrying out any activities under the Contract in an orderly and appropriate manner, having regard to the nature of their duties and that they shall at all times be dressed appropriately in view of their job category, location and the activities they are to carry out.

B5.6 If and when requested by the Commissioner, the Contractor shall procure (in respect of its Staff) from each person identified by the request, a signed statement that he understands that the Official Secrets Act 1911 to 1989 applies to him both during the Contract Period and thereafter.

B5.7 The Contractor shall comply with all requirements of the Commissioner’s Staff Vetting Procedures in relation to all Staff requiring admission to the Premises and/or involvement in the Contract in any capacity. Without prejudice to the foregoing, the Commissioner may (in its absolute discretion) require the Contractor to ensure that any person employed in the provision of the Services has undertaken vetting in accordance with its Staff Vetting Procedures to a minimum level of Non Police Personnel Vetting Level 3 (or such other level as agreed by the Commissioner) and have undergone a DBS check. The provisions of Section 4(2) and 4(3)(b) of the Rehabilitation of Offenders Act 1974 do not apply to persons employed on police premises. The Contractor shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the Staff Vetting Procedure check or otherwise) shall be employed or otherwise engaged in the provision of any part of the Services without the Approval of the Commissioner (“Approved Staff Member”). Such Approval shall be provided in writing and will detail the exact role and limitations which the Approved Staff Member is permitted to undertake in respect of the Services (“Limited Duties”). The Contractor shall ensure that the Approved Staff Member only undertakes the Limited Duties.

B5.8 The Contractor shall ensure that only such of its Staff as have been authorised by the Commissioner and who have fully satisfied the tests set out in clause B5.7, B5.13 and B5.14 shall be permitted access to any of the Commissioner’s premises, information or assets or (as an Approved Staff Member) otherwise have involvement in the performance of the Contractor’s obligations under the Contract or be subject to Limited Duties.

B5.9 The Commissioner reserves the right to charge a fee to the Contractor in respect of the vetting procedure carried out in relation to those persons nominated by the Contractor for vetting.

B5.10 Those persons authorised to carry out work in respect of the Contract may, as determined by the Commissioner in its absolute discretion, be issued with a photo pass confirming their identity. The Contractor shall ensure, at the Contractor’s cost, that all relevant persons attend such location as the Commissioner shall direct for the issue of such photo pass.

B5.11 Where photo passes are required:

1. the Contractor shall issue an authenticated photo pass to each person authorised to carry out work in respect of the Contract and required to have access to the relevant Premises in order to do so and shall provide a second copy of each photo pass for the retention of the Commissioner. The photo pass shall be clearly be displayed at all times;
2. the Contractor shall retrieve and destroy photo passes from any person that ceases to be authorised to carry out work in relation to the Contract or to require access to the Premises in order to do so;
3. photo passes will be valid for a period of 3 years or such shorter period as the Commissioner may direct and in order that the Commissioner may be assured of the continuing suitability of Staff the Contractor shall ensure that completed security questionnaires are also submitted in respect of such relevant Staff not less than 6 weeks before the expiry of any existing passes.

B5.12 The Contractor shall be required to submit a completed security questionnaire for each of its Staff who require access to any Confidential Information in relation to the performance of its obligations under the Contract. The security questionnaires must be completed by the individuals concerned and submitted within 5 Working Days following receipt from the Commissioner and in any event prior to work commencing. In the cases of additional or replacement Staff being nominated by the Contractor, completed security questionnaires must be submitted within 5 Working Days following receipt from the Commissioner and in any event prior to the date on which the relevant individuals are required to commence work on the Contract.

B5.13 To ensure compliance with the requirements of this clause B5, the Contractor shall at no additional cost to the Commissioner nominate one of its employees as security controller for the purposes of the Contract and ensure that such nominate employee discharges the following responsibilities:

1. ensuring only those Staff who require access to Confidential Information and/or Premises owned or under the responsibility of the Commissioner in relation to performance of the Contractor’s obligations under the Contract are nominated for security clearance;
2. distribution of security questionnaires;

(c) gaining the consent of the person to be vetted;

1. securing the accurate and timely completion of security questionnaires;
2. confirmation and validation of the content of the security

questionnaires;

(f) promoting security awareness and ensuring Staff understand their responsibilities under the Contract;

(g) liaison with the Commissioner’s representatives;

(h) undertaking training in the role and responsibilities of security controller;

1. securing the return and destruction of photo passes as required;
2. carrying out such other activities as the Commissioner may from time to time direct, and
3. ensuring that the Commissioner is notified of any change to Staff, including but not limited to, new appointments and termination of employment in respect of any person involved in the Contract.

B5.14 The Commissioner hereby reserves the right to re-vet the Staff throughout the Contract Period.

B5.15 The decision of the Commissioner as to whether any person is to be admitted to or is to be removed from the Premises or is to become involved in or is not to become involved in or is to be removed from involvement in the Contract and as to whether the Contractor has furnished the information or taken the steps required of him by this clause B5 shall be final and conclusive.

B5.16 The Commissioner shall not be required to provide any reasoning for any decisions under this clause B5.

B5.17 The Contractor shall bear the cost of any notice, instruction or decision of the Commissioner under this clause B5. The Commissioner shall under no circumstances be liable to the Contractor or its Staff in respect of any liability loss or damage occasioned by the requirement that a member of the Contractor’s Staff be replaced or excluded from involvement in the Contract. The Contractor shall fully indemnify the Commissioner against any claim made by such member of Staff.

B5.18 The Staff engaged in and about the provision of the Contract shall primarily be under the control and direction of the Contractor’s own supervisory staff but nevertheless while on the Premises the Staff shall obey all reasonable instructions given to them by the Commissioner’s supervisory staff in any matter in which the immediate safety of the Commissioner’s staff, clients and visitors shall be involved.

B5.19 If requested to do so by the Commissioner, the Contractor shall (and shall ensure that each member of its Staff shall, whether currently employed by the Contractor or not) provide to the Commissioner all relevant information in connection with any legal inquiry, court proceedings or other proceedings in which the Commissioner and/or the Chief Constable may become involved or any relevant disciplinary hearing internal to the Commissioner and/or the Police Force and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Contract, and shall if requested to do so by the Commissioner give evidence in connection with any matter with which the Contractor and/or its Staff have been involved in in the course of their duties hereunder. Without prejudice to the foregoing, the Contractor and its Staff shall give all reasonable assistance to the Commissioner in the investigation of any complaints, contract monitoring, disciplinary matters involving the Commissioner’s staff and/or its officers, claims for damages and similar matters.

B5.20 If the Commissioner at any time after the introduction of a member of the Contractor’s Staff agrees to employ or make use of that individual in any capacity, whether on a permanent, temporary or self-employed basis, or the Commissioner refers such individual to any third party who so employs or makes use of such individual, it is agreed that the Commissioner shall not be liable to pay any introduction fee or make any other payment whatsoever to the Contractor in respect of same.

B5.21 The Contractor shall ensure that its Staff do not compromise the security of the Premises. The Contractor shall comply with all reasonable security requirements of the Commissioner and shall ensure that its Staff likewise comply with such requirements at such Premises. The Commissioner shall provide the Contractor upon request copies of its written security procedures and shall afford the Contractor upon request an opportunity to inspect its physical security arrangements.

B5.22 Without prejudice to the generality of clause B5.15, the Commissioner may require the Contractor to remove any Staff from providing the Services in any of the following circumstances:

(a) the Staff member is convicted of a criminal offence (other than a road traffic offence not involving disqualification from driving);

(b) the Staff member is under investigation by or convicted of serious professional misconduct by its recognised professional body applicable to that Staff member;

(c) the Staff member ceases to be registered with his or her relevant professional body;

(d) the Staff member makes any voluntary arrangement with his creditors or becomes bankrupt;

(e) the Staff member fails to perform any of the duties required under the Contract in a competent and diligent manner;

(f) the Staff member fails to complete any training as required by his or her professional body or under the Contract;

(g) the Commissioner (acting reasonably) is satisfied that the Staff member is guilty of serious misconduct in the performance of his duties, or that by reason of any other matter or circumstances the Staff member has shown himself not to be fitted to the post being undertaken by that member of Staff;

(h) in the reasonable opinion of the Authorised Officer, the Approved Staff Member has exceeded their Limited Duties.

B5.23 The Contractor shall be, and shall ensure that each member of its Staff are at all times, properly and sufficiently qualified and instructed with regard to the execution of the Contract and in particular:

1. The requirements of the Commissioner as detailed in the Specification, Schedules and Parts;
2. The task or tasks such person has to perform;
3. All relevant provisions of the Contract;
4. All relevant policies, rules, procedures and standards, including but not limited to those of the Commissioner, applicable to the Service;
5. Fire risks and fire precaution in accordance with the fire policies at each of the Premises;
6. All relevant rules, procedures and statutory requirements concerning health and safety at work, including the Commissioner’s safety policy;
7. The need to maintain the highest standard of courtesy, confidentiality, honesty and consideration;
8. All relevant Laws relating to the Service;
9. The provision of any guidance published by the Public Health Wales, Welsh Government, All Wales Children at Risk of Sexual Exploitation, All Wales Children Missing from Care and Home, Home Office, NPCC, Youth Justice Board, HMPPS, MoJ and UK Government or other appropriate body from time to time which is applicable to the Service;
10. The Commissioner’s supervisory structure and the arrangements for liaison between the Authorised Officer and the Contractor;
11. The requirement for confidentiality, particularly in respect of all information concerning the Commissioner, Chief Constable, its personnel, officers, Service Users, clients, visitors, ddetained persons, prisoners, witnesses, forensic information, victims, techniques, tools, kit and the services being provided by the Commissioner.

B5.24 In respect of all Staff to be engaged at any time in the provision of the Service, the Contractor shall carry out the following duties at its expense:

1. Pre-inspection of its Staff prior so as to ensure the quality and suitability of those Staff throughout the Contract Period;
2. Ensuring that the levels of training of Staff are current and adequate to provide the Service and to meet the requirements of the Commissioner for the Contract Period or as otherwise agreed from time to time;
3. Regular liaison with the Authorised Officer so as to ensure the efficiency and adequacy of the Services;
4. Verifying the references, qualifications and insurance membership/registration with Regulatory Bodies as appropriate in relation to its Staff throughout the Contract Period.

B5.25 The Contractor shall, and shall ensure that its Staff shall, treat all information gained, either directly or indirectly, as a result of providing the Service, as Confidential Information. The Contractor and its Staff shall co-operate with Commissioner staff that have designated security responsibilities and shall comply with their reasonable instructions given to the Contractor.

**B6 Inspection of Premises**

B6.1 Save as the Commissioner may otherwise direct, the Contractor is deemed to have inspected the Premises (including all premises where the Services will be performed and/or delivered) before submitting its Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

**B7 Licence to occupy Premises**

B7.1 Any land or Premises made available from time to time to the Contractor by the Commissioner in connection with the Contract, shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

B7.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Contractor shall co-operate (and shall ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Commissioner may reasonably request.

B7.3 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Commissioner at the Contractor’s expense. Ownership of such modifications shall rest with the Commissioner.

B7.4 The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Commissioner, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

B7.5 The Parties agree that there is no intention on the part of the Commissioner to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Commissioner retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

B7.6 The Contractor shall ensure that its Staff do not compromise the security of the Premises. The Contractor shall comply with all reasonable security requirements of the Commissioner and shall ensure that its Staff likewise comply with such requirements. The Commissioner shall provide the Contractor upon request copies of its written security procedures and shall afford the Contractor upon request an opportunity to inspect its physical security arrangements. The Contractor shall be responsible for the security of all goods and equipment belonging to the Commissioner and used by the Contractor in the provision of the Services, or other materials and items belonging to the Contractor or its Staff while on the Premises.

B7.7 If keys (to include key cards) to any part of the Premises (including all premises where the Services will be performed and/or delivered) are issued to the Contractor, the Contractor shall be deemed by this Contract to have given an undertaking that the keys will not be copied, lent or used by any person other than a person authorised in writing by the Contractor and the Contractor shall supply to the Commissioner the names and addresses of such authorised persons. It shall be the responsibility of the Contractor to ensure that the windows, doors or other access points opened or unsecured by its Staff be firmly closed and secured where necessary, both while the Services are being provided, and after any part of the Services have been provided, and that in the event that any failure to do so results in losses or other costs falling upon the Commissioner, such losses and costs shall, to the extent that they are reasonable, be recoverable from the Contractor by the Commissioner. If any keys are lost by the Contractor, or its Staff, then the Contractor shall immediately notify the Authorised Officer. The Contractor shall be liable for all losses, or other costs falling upon the Commissioner as a result of the loss of such keys including the loss or damage to property and the costs of replacing locks and lost keys.

**B8 Property**

B8.1 Where the Commissioner issues Property free of charge to the Contractor such Property shall be and remain the property of the Commissioner and the Contractor irrevocably licences the Commissioner and its agents to enter upon any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and Bailee of the Commissioner. The Contractor shall take all reasonable steps to ensure that the title of the Commissioner to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at the Commissioner’s request, store the Property separately and ensure that it is clearly identifiable as belonging to the Commissioner.

B8.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Commissioner otherwise within 5 Working Days of receipt.

B8.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.

B8.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Commissioner’s reasonable security requirements as required from time to time.

B8.5 The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Commissioner’s Default. The Contractor shall inform the Commissioner within 2 Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

**B9 Provision of Information**

B9.1Without prejudice to any other provision in the Contract, including those in the Monitoring Schedule, the Contractor shall provide such information in relation to the performance of its obligations under the Contract (including information in respect of progress against relevant timescales or milestones and information required by the Commissioner for the purposes of re-tendering the provision of the Service) as the Commissioner may reasonably request from time to time, such information to be provided in the format and within the timescales reasonably specified by the Commissioner.

B9.2 The Contractor shall ensure that all such information is accurate and complete and, in respect of any information required by the Commissioner for re-tendering purposes, shall notify the Commissioner without delay of any changes made to information previously provided to the Commissioner.

**C PAYMENT AND CONTRACT PRICE**

**C1 Contract Price**

C1.1In consideration of the Contractor’s performance of its obligations under the Contract, the Commissioner shall pay the Contract Price in accordance with clause C2.

C1.2 The Commissioner shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

C1.3 The Contract Price for the Services shall be as stated in the Pricing Schedule. No increase will be accepted by the Commissioner without the prior written Approval of the Commissioner.

C1.4 No payment shall be due in respect of availability alone, and payment shall only be due for Services actually rendered in accordance with the provisions of the Contract to the satisfaction of the Authorised Officer.

C1.5 It is hereby agreed that no further charges (other than the Contract Price) shall be levied against the Commissioner pursuant to the Contract, and that the Contractor shall not be entitled to be reimbursed for any other expenses howsoever incurred by the Contractor in the performance of the Contract. Where express provision is made, the Contractor shall produce such evidence as the Authorised Officer may reasonably require of expenses, which must be reasonably and properly incurred in the performance of the Contract.

C1.6 If the Commissioner is able to obtain from any Sub-Contractor or any other third party (on alike for like basis) more favourable commercial terms with respect to the supply of any goods or service used by the Contractor in the supply of the Services then the Commissioner may require the Contractor to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Commissioner in respect of the relevant item and the Contract Price shall be reduced accordingly.

**C2 Payment and VAT**

C2.1 Unless otherwise specified in the Pricing Schedule, the Commissioner shall pay all sums due to the Contractor within 30 days of Receipt of a valid invoice, submitted monthly in arrears for Services provided to the full satisfaction of the Commissioner. If a separate method of payment shall be used by the Commissioner this shall be specified in the Contract Award Schedule.

C2.2 The Contractor shall ensure that each invoice contains the information set out in clause C5 and that it is supported by any other documentation reasonably required by the Commissioner to substantiate the invoice. Without prejudice to the generality of the previous sentence, the Contractor shall ensure that each invoice contains details of the appropriate purchase order issued by the Commissioner in respect of the Services in question, unless the Commissioner has confirmed in writing that such details are not required.

C2.3 Where the Contractor enters into a Sub-Contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a Sub-Contract which requires payment to be made of all sums due by the Contractor to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

C2.4 The Contractor shall indemnify the Commissioner on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Commissioner at any time in respect of the Contractor’s failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.5 shall be paid by the Contractor to the Commissioner not less than 5 Working Days before the date upon which the tax or other liability is payable by the Commissioner.

**C3 Recovery of Sums Due**

C3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Commissioner in respect of any breach of the Contract), the Commissioner may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with the Commissioner.

C3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Contractor shall make all payments due to the Commissioner without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Commissioner to the Contractor.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

**C4 Price adjustment on extension of the Contract Period**

C4.1 The Contract Price shall apply for the Contract Period and shall not be subject to any increase whatsoever by the Contractor. In the event that the Commissioner agrees to extend the Contract Period pursuant to clause F8 the Commissioner shall, in the 6 month period prior to the expiry of the Contract Period, enter into good faith negotiations with the Contractor to agree a variation in the Contract Price.

C4.2 If the Parties are unable to agree a variation in the Contract Price in accordance with clause C4.1, the Contract shall terminate at the end of the Contract Period.

C4.3 If a variation in the Contract Price is agreed between the Commissioner and the Contractor, the revised Contract Price will take effect from the first day of any period of extension and shall apply during such period of extension.

C4.4 Any increase in the Contract Price pursuant to clause C4.1 shall not exceed the percentage change in the Office of National Statistics’ Consumer Prices Index (CPI) (or another such index specified in the Pricing Schedule) between the Commencement Date and the date 6 Months before the end of the Contract Period.

C4.5 The Contractor acknowledges and accepts that the Commissioner reserves the right to undertake a downwards only review of the Contract Price on each anniversary of the Commencement Date. Any variation to the Contract Price following such annual review shall have effect from the first day of the anniversary of the Commencement Date for that review year.

**C5 Form of Invoice**

C5.1 Unless otherwise agreed in writing by the Commissioner, all invoices shall include the following information:

1. the Contract number;
2. the purchase order number;
3. the Authorised Officer’s details;
4. invoice number and date;
5. a detailed description of the Services provided (including the location, date or time period of delivery of the Services);
6. a detailed description of any recoverable expenses and costs;
7. the Contractor’s VAT number;
8. the amount due exclusive of VAT, other duty or early settlement discount;
9. the VAT rate and VAT amount;
10. details of any other duty or early settlement discount;
11. details of the Contractor’s BACS details or other method of payment.

**D. STATUTORY OBLIGATIONS AND REGULATIONS**

**D1 Prevention of Corruption**

D1.1 The Contractor warrants and undertakes that it shall at all times comply with the Bribery Act 2010.

D1.2 The Contractor shall not offer or give, or agree to give, to the Commissioner or any other public body or any person employed by or on behalf of the Commissioner 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 in relation to the obtaining or execution of the Contract or any other contract with the Commissioner or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

D1.3 The Contractor warrants that it has not paid commission or agreed to pay commission to the Commissioner or any other public body or any person employed by or on behalf of the Commissioner or any other public body in connection with the Contract.

D1.4 If the Contractor, its Staff or anyone acting on the Contractor’s behalf, engages in conduct prohibited by the Bribery Act 2010 or the conduct specified in clauses D1.2 or D1.3, the Commissioner may:

(a) terminate the Contract with immediate effect by notice in writing; and

(b) recover in full from the Contractor any other loss sustained by the Commissioner in consequence of any breach of those clauses.

**D2 Prevention of Fraud**

D2.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Commissioner.

D2.2 The Contractor shall notify the Commissioner immediately if it has reason to suspect that any Fraud in relation to any contract with the Commissioner has occurred or is occurring or is likely to occur.

D2.3 If the Contractor or its Staff commits Fraud in relation to this Contract or any other contract with the Crown (including the Commissioner) the Commissioner may:

(a) terminate the Contract with immediate effect by notice in writing; or

(b) recover in full from the Contractor any other loss sustained by the

Commissioner in consequence of any breach of this clause.

**D3 Discrimination**

D3.1 The Contractor shall not unlawfully discriminate either directly or indirectly, or harass or victimise, instruct, cause, induce or knowingly help unlawful acts, and any other conduct that is prohibited on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Human Rights Act 1998, or other relevant or equivalent legislation (including any equivalent legislation in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Contractor or any of its Staff or sub-contractors), or any statutory modification or re-enactment thereof.

D3.2 The Contractor shall take all reasonable steps to secure the observance of clause D3.1 by all Staff and Sub-Contractors.

D3.3 If the Contractor, its Staff or anyone acting on the Contractor’s behalf, engages in conduct prohibited by clause D3.1 or D3.2, the Commissioner may:

(a) terminate the Contract with immediate effect by notice in writing; or

(b) recover in full from the Contractor any other loss sustained by the Commissioner in consequence of any breach of those clauses.

**D4 The Contracts (Rights of Third Parties) Act 1999**

D4.1 A person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause D4 does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown or the Chief Constable.

**D5 Environmental Requirements**

D5.1 The Contractor shall perform its obligations under the Contract in accordance with the Commissioner’s environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

D5.2 In so far as the Contractor or any of its Sub-Contractors or Staff dispose of any waste goods or other items (including electronic products) in the course of or in connection with the performance of the Contractor’s obligations under the Contract, the Contractor shall ensure that those goods or other items are disposed of in an environmentally friendly manner and in accordance with all applicable laws and regulations, including (where applicable) the Waste Electrical and Electronic Equipment Regulations 2006.

D5.3 The Commissioner is committed to ensuring that workers employed or engaged in its supply chains throughout the world are treated fairly, humanely and equitably and to this end the Contractor shall comply, in relation to all workers employed or engaged by it directly or indirectly in connection with the supply of the Services, with the policies, procedures and requirements of the International Labour Organisation and United Nations Universal Declaration of Human Rights.

D5.4 If and when requested to do so by the Commissioner at any time, the Contractor shall provide the Commissioner with such documents and/or permit representatives of the Commissioner to have such access to the Contractor’s premises and personnel as the Commissioner may reasonably require for the purposes of verifying compliance on the part of the Contractor with its obligations under clauses D5.1 to D5.3.

D5.5 The Contractor shall procure that each of its sub-contractors (if any) comply with obligations substantially similar to those set out in clauses D5.1 to D5.4.

**D6 Health and Safety**

D6.1 The Contractor shall, and shall ensure that all Staff and sub-contractors shall, when working on the Premises or any site in connection with the Contract comply with all relevant health and safety legislation, codes of practice and any other appropriate standards, policies, procedures and documentations notified by the Commissioner and/or as applicable to those Premises. This will include, but is not limited to, the following:

(a) Health and Safety at Work etc. Act 1974;

(b) Management of Health and Safety at Work Regulations 1999;

(c) Workplace (Health, Safety and Welfare) Regulations 1992;

(d) Control of Substances Hazardous to Health Regulations 2002;

(e) Provision and Use of Work Equipment Regulations 1998;

(f) Personal Protective Equipment at Work Regulations 1992;

(g) Construction (Design and Management) Regulations 2015;

(h) Electricity at Work Regulations 1989;

(i) Personal Protective Equipment Regulations 2002;

(j) Work at Heights Regulations 2005;

(k) any legislation which is equivalent to any of the legislation referred to in this clause D6.1 and which is in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Contractor or any of its Staff or Sub-Contractors.

D6.2 The Contractor shall provide applicable hazard information such as material safety data sheets and shall inform the Commissioner of all regulations, guidance and significant risk (statutory or otherwise) which the Contractor knows or believes to be associated with the Services, and/or any combination of the Services with any other product or service.

D6.3 The Contractor shall indemnify the Commissioner against all liability and loss related to any third party claim which arises from the act or omission of the Contractor and/or any of its Staff or sub-contractors resulting in the alleged release of any waste, hazardous substance or other pollutant.

D6.4 The Contractor shall notify the Commissioner of past enforcement action taken against the Contractor and provide such details of prosecutions, fines, accident history and frequency rate as may be considered necessary by the Commissioner.

D6.5 The Contractor shall have a designated policy to manage, control and audit the health and safety standards of its Sub-Contractors and shall take appropriate action if any sub-contractors fail to meet required standards.

D6.6 The Commissioner shall be entitled, acting through its authorised officers and health and safety advisors, to suspend the performance by the Contractor of some or all of its obligations under the Contract in the event of non-compliance by the Contractor of its obligations under this clause D6. The Contractor shall not resume performance of the suspended obligations until notified that the Commissioner is satisfied that the relevant non-compliance has been rectified.

D6.7 The Contractor acknowledges and agrees that any breach of its obligations under this clause D6, including any persistent, minor breaches, may (at the Commissioner’s discretion) have the following consequences (without limitation);

(a) the exercise of rights on the part of the Commissioner to suspend the performance by the Contractor of some or all of its obligations under the Contract or terminate the Contract;

(b) to the extent permitted by applicable laws, the imposition of restrictions on the Contractor from working on any other contract with the Commissioner until improvements to its health and safety practices have been made and suitable evidence of such has been provided to the Commissioner;

(c) to the extent permitted by applicable laws, the removal of the Contractor from the Commissioner’s approved/select lists.

D6.8 The Contractor shall provide the Commissioner on request with a copy of its health and safety policy, risk assessments, method statements and safe systems and procedures. Notwithstanding this, the Contractor shall ensure that it’s Staff and Sub-Contractors comply at all times with the Commissioner’s health and safety policies and safety rules or such other relevant policies as applicable to the Premises in so far as it or they are relevant to the Contract.

D6.9 The Contractor shall comply with any health and safety related conditions stipulated by the Commissioner from time to time. Such conditions shall override details contained in the Contractor’s internal documentation.

D6.10 The Contractor shall notify the Commissioner in writing without delay of all incidents, which either could have lead, or did lead, to injury and/or damage. All accidents involving the Contractor or its Staff must be reported by completion of an Accident Report form in the Commissioner’s standard form, which will be provided by the Commissioner and which must then be immediately forwarded to the Authorised Officer. The Authorised Officer must be advised of all occurrences at the earliest opportunity. The Commissioner reserves the right to investigate all accidents occurring within the Premises and the Contractor and its Staff shall co-operate fully with such investigations.

D6.11 The Contractor shall nominate a senior representative to act as co-ordinator between both parties for matters of health and safety arising out of the Contract and to be responsible for quality control and health and safety during the Service provision.

D6.12 The Contractor shall ensure that sufficiently trained and competent employees shall be provided to undertake the duties defined in the Contract and shall provide evidence of competency where required by the Commissioner.

D6.13 The Contractor shall provide product specifications, technical supporting information, user instructions and maintenance information relating to any goods to be supplied to the Commissioner.

D6.14 The Contractor represents and warrants to the Commissioner that it has satisfied itself that all necessary tests and examinations have been made or will be made prior to the delivery of the Services and/or any goods to ensure that the provision of the Services and/or delivery of any goods are designed to be safe and without risk to the health and safety of persons.

D6.15 The Contractor shall undertake in relation to its own Staff, risk assessments on Premises and activities included in the Contract. Where an assessed risk may also affect other persons at the Premises, the Contractor shall provide a copy of the assessment to the Authorised Officer. The Contractor shall undertake risk assessments to ascertain whether the nature or the location of any duties upon which the Contractor’s Staff shall be engaged in the provision of the Contract make the wearing of any special or protective clothing and footwear necessary or appropriate, and where this is the case the Contractor shall provide and shall require its Staff to wear such clothing or footwear, at the Contractor’s sole expense.

D6.16 The Contractor shall hold the following documents and ensure that they are accurately maintained:

1. The Contractor’s Health and Safety Policy;
2. Arrangements in place to cover health and safety;
3. The Contractor’s Health and Safety training programme for all Staff;
4. Risk Assessment Programme;
5. Risk Assessments, including but not limited to general assessments, manual handling, DSE, COSHH, First Aid, Fire;
6. Health and safety training records for all their Staff, including:

* Risk Assessment
* Manual Handling
* DSE
* COSHH
* First Aid
* Fire Warden

1. Evidence of communication of risks identified;
2. Evidence of application of appropriate controls;
3. Fire prevention and fire evacuation programme;
4. Evidence of systems of monitoring standard of health and safety.

D6.17 Upon request by the Commissioner, the Contractor shall supply evidence of any or all documentation listed in clause D6.16.

D6.18 The Contractor shall observe the Commissioner’s Non-Smoking Policy which states that there is a complete prohibition on smoking within all parts of the Premises and vehicles, including the entirety of the land and buildings owned by the Commissioner.

**D7 Welsh Language**

D7.1 The Contractor shall comply with the provisions of the Welsh Language Act 1993 and the requirements of the current GP Welsh Language Scheme, the Welsh Language (Wales) Measure 2011, the Welsh Language Standards (No 5) Regulations 2016 and the relevant Welsh Language Standards placed on the Chief Constable and the Commissioner in the provision of the Service as amended from time to time.

D7.2 The Contractor shall deliver the Services (in accordance with the Specification) through the medium of English or Welsh (on an equal basis).

D7.3 The Contractor shall be responsible for promoting the delivery of the Services in Welsh or English to the Service user and shall use all reasonable steps to achieve this.

D7.4 The Contractor shall be responsible for monitoring the level of take-up for the Service through the medium of Welsh and English and shall report to the Authorised Officer in accordance with the Specification by providing the following information in writing:

1. The number of users requiring the Service in English and Welsh;
2. The percentage increase/decrease from the previous report;
3. The allocation of staff to deliver the Services in Welsh and English;
4. Any changes in Service delivery made or anticipated by the Contractor as a consequence of the above and, if relevant, the timescales for their implementation;
5. Any complaints of difficulties indicated by Service users or Staff in delivering the Services in compliance with Welsh Language obligations.

**D8 Transparency**

**D8.1** The Contractor acknowledges that the Commissioner is subject to the Elected Local Policing Bodies (Specified Information) Order 2011. The Contractor gives consent to the Commissioner to publish the contents of the Official Order, information regarding any tender process, and information regarding amounts paid to the Contractor under these Terms and Conditions (the “Contract Information”). The Commissioner in its absolute discretion may redact all or part of the Contract Information prior to its publication. At its sole discretion, the Commissioner shall make the final decision regarding publication and/or redaction of the Contract Information.

**D9 Indemnity for Breach of Clause D Statutory Obligations and Regulations**

D9.1 In performing the Contract, the Contractor, and its Staff, shall comply with all applicable statutory obligations for the time being in force during the Contract Period including, but without prejudice to the generality of the foregoing, those detailed in clause D1-D8 inclusive.

D9.2 The Contractor shall fully indemnify the Commissioner and the Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of clauses D1 – D8 inclusive.

**E PROTECTION OF INFORMATION**

**E1 Data Protection Act**

E1.1 For the purposes of this Clause E1, the terms “Controller”, “Data Controller”, “Data Processor”, “Data Protection Officer”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Process”, “Processing” and “Processor” shall have the meaning prescribed under the DPA.

E1.2 The Parties acknowledge that for the purposes of the DPA, the Commissioner is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in the Data Protection Schedule by the Commissioner and may not be determined by the Contractor.

E1.3 The Contractor shall notify the Commissioner immediately if it considers that any of the Commissioner's instructions infringe the DPA.

E1.4 The Contractor shall provide all reasonable assistance to the Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Commissioner, 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.

E1.5 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under the Contract:

(a) process that Personal Data only in accordance with the Data Protection Schedule, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Commissioner before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Commissioner as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Contractor Personnel do not process Personal Data except in accordance with the Contract (and in particular the Data Protection Schedule);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor’s duties under this clause E1;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Commissioner or as otherwise permitted by the Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Commissioner has been obtained and the following conditions are fulfilled:

(i) the Commissioner or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Commissioner;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the DPA by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Commissioner in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Commissioner with respect to the processing of the Personal Data;

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

E1.6 Subject to clause E1.7, the Contractor shall notify the Commissioner 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 DPA;

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

(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; or

(f) becomes aware of a Data Loss Event.

E1.7 The Contractor’s obligation to notify under clause E1.6 shall include the provision of further information to the Commissioner in phases, as details become available.

E1.8 Taking into account the nature of the processing, the Contractor shall provide the Commissioner with full assistance in relation to either Party's obligations under DPA and any complaint, communication or request made under clause E1.6 (and insofar as possible within the timescales reasonably required by the Commissioner) including by promptly providing:

(a) the Commissioner with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Commissioner to enable the Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in the DPA;

(c) the Commissioner, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Commissioner following any Data Loss Event;

(e) assistance as requested by the Commissioner with respect to any request from the Information Commissioner’s Office, or any consultation by the Commissioner with the Information Commissioner's Office.

E1.9 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause E1. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

(a) the Commissioner determines that the processing is not occasional;

(b) the Commissioner determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and (c) the Commissioner determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

E1.10 The Contractor shall allow for audits of its Data Processing activity by the Commissioner or the Commissioner’s designated auditor.

E1.11 The Contractor shall designate a data protection officer ​if ​required by the DPA​.

E1.12 Before allowing any Sub-processor to process any Personal Data related to the Contract, the Contractor must:

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

(b) obtain the written consent of the Commissioner;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E1​ such that they apply to the Sub-processor; and

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

E1.13 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

E1.14 The Commissioner may, at any time on not less than 30 Working Days’ notice, revise this clause E1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

E1.15 The parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Commissioner may on not less than 30 Working Days’ notice to the Contractor amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

E1.16 The provision of this Clause E1 shall apply during the Contract Period and indefinitely after its expiry.

E1.17 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E1.

**E2 Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989**

E2.1 The Contractor shall comply with, and shall ensure that its Staff comply with, the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and

(b) Section 182 of the Finance Act 1989.

E2.2 In the event that the Contractor or its Staff fail to comply with this clause E2, the Commissioner reserves the right to terminate the Contract by giving notice in writing to the Contractor.

E2.3 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E2.

**E3 Confidential Information**

E3.1 Except to the extent set out in this clause E3 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

(a) treat all Confidential Information belonging to the other Party as confidential and use all reasonable endeavours to prevent their Staff from making any disclosure to any person of any such Confidential Information; and

(b) not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of either Party’s obligations under the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract.

E3.2 Clause E3.1 shall not apply to the extent that the disclosing party can show by reference to written records that:

(a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations;

(b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(c) such information was obtained from a third party without obligation of confidentiality;

(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

(e) it is independently developed without access to the other Party's Confidential Information.

E3.3 The Contractor may only disclose the Commissioner's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information for such purposes, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E3.4 The Contractor shall not, and shall procure that the Staff do not, use any of the Commissioner's Confidential Information received otherwise than for the purposes of this Contract.

E3.5 The Contractor shall ensure that its Staff, Sub-Contractors, professional advisors and consultants are aware of and comply with the Contractor’s confidentiality obligations under the Contract. Where it is considered necessary in the opinion of the Commissioner, the Contractor shall ensure its Staff, Sub-Contractors, professional advisors and/or consultants give a confidentiality undertaking before beginning work in connection with the Contract on terms equivalent to those set out in this Contract. Such undertaking shall ensure that such Staff, Sub-Contractors, professional advisors and consultants are bound in every respect by the terms of this Agreement.

E3.6 Nothing in this Contract shall prevent the Commissioner from disclosing any Confidential Information obtained from the Contractor:

(a) to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;

1. to any consultant, contractor or other person engaged by the Commissioner

or any person conducting an Office of Government Commerce gateway review;

(c) for the purpose of the examination and certification of the Commissioner's accounts; or

(d) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Commissioner has used its resources.

E3.7 The Commissioner shall use all reasonable endeavors to ensure that any Crown body, Contracting Authority, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause E3.6 is made aware of the Commissioner's obligations of confidentiality.

E3.8 Nothing in this clause E3 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

E3.9 In the event that the Contractor fails to comply with clauses E3.1 to E3.5, the Commissioner reserves the right to terminate the Contract with immediate effect by notice in writing.

E3.10 Clauses E3.1 to E3.6 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

E3.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services under the Contract, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of professional standards, best practice and any requirements specified by the Commissioner.

E3.12 The Contractor shall immediately notify the Commissioner of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services under the Contract and will keep a record of such breaches. The Contractor shall use its best endeavours to recover such Confidential Information or data howsoever it may be recorded. This obligation is in addition to the Contractor’s obligations under clauses E3.1 to E3.5. The Contractor shall co-operate with the Commissioner in any investigation that the Commissioner considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

E3.13The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Commissioner’s request if the Commissioner reasonably believes the Contractor has failed to comply with clause E3.11.

E3.14 The Contractor shall, if directed by the Commissioner, include in any Sub-Contract provisions in such terms as the Commissioner may consider appropriate for placing the Sub-Contractor under obligations in relation to confidentiality and security corresponding to those placed on the Contractor by the Contract, but with such variations (if any) as the Commissioner may consider necessary. Further the Contractor shall:

(a) Give such notices, directions, requirements and decision to its Sub-Contractors as may be necessary to bring the provisions relating to confidentiality and security which are included in Sub-Contracts into operation in such cases and to such extent as the Commissioner may direct;

(b) If there comes to its notice any breach by any Sub-Contractor of the obligations of confidentiality and security included in their Sub-Contracts pursuant to this clause E3.14, notify such breach to the Commissioner forthwith; and

(c) If and when so required by the Commissioner, exercise its power to determine the Sub-Contract.

E3.15 The Commissioner is committed to protecting all information in compliance with NPCC’s Community Security Policy. The Contractor shall abide by any terms and conditions to ensure continued protection of any information which the Contractor, or its Staff shall have access to under the Contract.

E3.16 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E3.

**E4 Freedom of Information**

E4.1 The Contractor acknowledges that the Commissioner is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Commissioner to enable the Commissioner to comply with its Information disclosure obligations.

E4.2 The Contractor shall and shall procure that any Sub-Contractors shall:

(a) transfer to the Commissioner all Requests for Information (**“RFI”**) that it receives as soon as practicable and in any event within 2 Working Days of receiving a RFI;

(b) provide the Commissioner with a copy of all information (at no cost to the Commissioner) the subject of a RFI in its possession, or power in the form that the Commissioner requires within 5 Working Days (or such other period as the Commissioner may specify) of the Commissioner's request; and

(c) provide all necessary assistance as reasonably requested by the Commissioner to enable the Commissioner to respond to the RFI within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

(d) provide all reasonable assistance (at no cost) to the Commissioner in the event of a RFI which leads to Information Tribunal Proceedings, such assistance to include (but not be limited to) providing statements, documentation and suitable witness attendance in respect of such proceedings. ,

E4.3 The Commissioner shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations

E4.4 In no event shall the Contractor respond directly to a RFI unless expressly authorised to do so by the Commissioner.

E4.5 The Contractor acknowledges that (notwithstanding the provisions of clause E4) the Commissioner may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**“the Code”**), be obliged under the FOIA, or the Environmental Information Regulations, to disclose information concerning the Contractor or the Services in certain circumstances:

1. without consulting the Contractor; or

(b) following consultation with the Contractor and having taken their views into account;

provided always that where clause E4.5(a) applies the Commissioner shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.

E4.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Commissioner to inspect such records as requested from time to time.

E4.7 The Contractor acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that the Commissioner may be obliged to disclose it in accordance with this clause E4.

E4.8 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E4.

**E5 Publicity, Media and Official Enquiries**

E5.1 The Contractor shall not make any press announcement or publicise the Contract or any part thereof in any way, except with the Approval of the Commissioner.

E5.2 The Contractor shall take all reasonable steps to ensure the protection of sensitive information (personal or otherwise), details of police investigations, other investigations undertaken at premises utilised for the purpose of the Contract, the Service User, identities and/or details of detained persons or other persons in the criminal justice system and matters of fact or speculation that may be sub-judice. The Contractor shall ensure that Staff are aware that inappropriate posting of sensitive information to social media sites (e.g. Facebook or Twitter) could amount to publication and render a member of Staff subject to legal proceedings and/or misconduct proceedings.

E5.3 The Contractor shall take all reasonable steps to ensure that its Staff and sub-contractors comply with clause E5.1.

**E6 Security**

E6.1The Commissioner shall maintain the security of the Premises in accordance with its own security requirements from time to time. The Contractor shall comply, and shall ensure that its Staff comply, with all applicable security requirements of the Commissioner in respect of the Premises owned or under the responsibility of the Commissioner and/or in respect of any Confidential Information of the Commissioner (including documents containing confidential and/or secret information) of which the Staff become aware of either advertently or inadvertently and/or which is in the possession and/or control of the Contractor or any of its Staff from time to time.

E6.2 The Commissioner shall provide to the Contractor, upon request, copies of its written security procedures and may afford the Contractor, upon reasonable request, with an opportunity to inspect its physical security arrangements.

E6.3 The Contractor shall, and shall ensure that it’s Staff shall, comply with the Security Requirements.

**E7 Intellectual Property Rights**

E7.1 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and/or Goods and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Commissioner and/or the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and all other liabilities which the Commissioner or the Crown may suffer or incur as a result of or in connection with any breach of this clause. E7.2 The Contractor shall fully indemnify the Commissioner (and the Chief Constable) against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E7.

**E8 Audit**

E8.1 The Contractor shall keep and maintain, until six years after the Contract has been completed to the satisfaction of the Commissioner or otherwise terminated, records of all Services supplied under the Contract, all expenditures which are reimbursable by the Commissioner and of the hours worked and costs incurred by the Contractor or in connection with the Contractor’s Staff in connection with the Contract. The Contractor shall on request afford the Commissioner or its representatives such access to those records as may be required by the Commissioner in connection with the Contract.

E8.2 The Contractor shall, if so required by the Commissioner, permit representatives of the National Assembly for Wales, National Audit Office, the European Commission or the European Court of Auditors, to examine their records at all reasonable times and shall, if required by such an organisation, provide appropriate oral and/or written explanation thereof.

E8.3 The Contractor shall grant to the Commissioner, NPCC, any statutory auditors of the Commissioner together with other similar professional advisors of the Commissioner and their respective authorised agents the right of reasonable access to such records and/or materials used in connection with this Contract, and shall provide all reasonable assistance at all times during the currency of this Contract for the purposes of carrying out an audit of the Contractor’s compliance with this Contract, including its activities, the calculation of charges in accordance with the terms of the Contract, performance security and integrity in connection therewith.

E8.4 Without prejudice to the foregoing, in the event of any investigation into suspected fraudulent activity or other impropriety by the Contractor or any third party the Commissioner reserves for itself, any statutory auditors of the Commissioner and their respective authorised agents the right of immediate access to such records and/or materials described in clauses E8.1 and E8.3 above, and the Contractor agrees to render all assistance necessary to the conduct of such investigation at all times during the currency of the Contract or at any time thereafter. For the avoidance of doubt, the Contractor shall only be repaid its reasonable expenses incurred in giving assistance pursuant to this clause E8.4 in the event that the result of such investigation reveals no fraudulent activity or other impropriety by the Contractor, its servants, agents or Sub-Contractors.

**F. CONTROL OF THE CONTRACT**

**F1 Transfer and Sub-Contracting**

F1.1 The Contractor shall not assign, Sub-Contract or in any other way dispose of the Contract or any part of it without Approval of the Commissioner.

F1.2 Where during the Contract Period the Contractor requests to enter into a Sub-Contract or replace a Sub-Contractor, it must obtain Approval and shall at the time of requesting such consent, provide the Authorised Officer with the information detailed in clause F1.3. The decision of the Authorised Officer to consent or not will not be unreasonably withheld or delayed. The Commissioner may reasonably withhold their consent to the appointment of a Sub-Contractor if it considers that:

1. the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
2. the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other Commissioners; and/or
3. the proposed Key Sub-Contractor employs unfit persons in the reasonable opinion of the Commissioner.

F1.3 The Contractor shall provide the Authorised Officer with the following information in respect of the proposed Sub-Contractor:

1. the proposed Sub-Contractor’s name, other details including address, registered office and company registration number;
2. the scope/description of any Services to be provided by the proposed Sub-Contractor;
3. any other detail as requested by the Commissioner.

F1.4 If requested by the Authorised Officer, within ten (10) Working Days of receipt of the information provided by the Contractor pursuant to clause F1.3, the Contractor shall also provide:

1. a copy of the proposed Sub-Contract; and
2. any further information reasonably requested by the Authorised Officer;

F1.5 The Contractor shall ensure that each new or replacement Sub-Contract shall include:

1. provisions which will enable the Contractor to discharge its obligations under the Contract;
2. a right under the Contracts (Rights of Third Parties) Act 1999 for the Commissioner to enforce any provisions under the Sub-Contract which confer a benefit upon the Commissioner;
3. a provision enabling the Commissioner to enforce the Sub-Contract as if it were the Contractor;
4. a provision enabling the Contractor to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-Contract to the Commissioner;
5. obligations no less onerous on the Sub-Contractor than those imposed on the Contractor under the Contract in respect of:

1. the data protection requirements set out in clause E1;
2. the FOIA requirements set out in clause E4;
3. the obligation not to embarrass the Commissioner or otherwise bring the Commissioner into disrepute set out in clauses B3.8 and/or E5;
4. the keeping of records in respect of the goods and/or services being provided under the Sub-Contract and the conduct of audits set out in clause E8;
5. provisions enabling the Contractor to terminate the Sub-Contract on notice on terms no more onerous on the Contractor than those imposed on the Commissioner under clauses H1, H2 and H4 of the Contract; and
6. a provision restricting the ability of the Sub-Contractor to Sub-Contract all or any part of the provision of the goods and/or Services provided to the Contractor under the Sub-Contract without first seeking the Approval of the Commissioner.

F1.6 The Contractor shall ensure that all Sub-Contracts contain a provision:

1. requiring the Contractor to pay any undisputed sums which are due from the Contractor to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and
2. a right for the Commissioner to publish the Contractor’s compliance with its obligation to pay undisputed invoices within the specified payment period.

F1.7 The Contractor shall pay any undisputed sums which are due from the Contractor to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice.

F1.8 Notwithstanding any provision of clauses E3 if the Contractor notifies the Commissioner that the Contractor has failed to pay an undisputed Sub-Contractor’s invoice within thirty (30) days of receipt, or the Commissioner otherwise discovers the same, the Commissioner shall be entitled to publish the details of the late payment or non-payment (including on the Commissioner’s website and in the press).

F1.9 The Commissioner reserves the right to require the Contractor to terminate a Sub-Contract where:

* 1. the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Commissioner’s right of termination pursuant to any of the termination events in clause H1 and H2 except clause H3;
  2. the relevant Sub-Contractor embarrassed the Commissioner and/or the Chief Constable or otherwise brought the Commissioner and/or the Chief Constable into disrepute as set out in Clause B3.8 and/or E5 or by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Commissioner and/or the Chief Constable, regardless of whether or not such act or omission is related to the Sub-Contractor’s obligations in relation to the goods and/or Services or otherwise;
  3. where there is a change of control of the relevant Sub-contractor, unless:

1. the Commissioner has given its Approval to the particular change of control, which subsequently takes place as proposed; or
2. the Commissioner has not served its notice of objection within six (6) months of the later of the date the change of control took place or the date on which the Commissioner was given notice of the change of control.

F1.10 Where the Commissioner requires the Contractor to terminate a Sub-Contract pursuant to clause F1.9 above, the Contractor shall remain responsible for fulfilling all its obligations under the Contract including the provision of the goods and/or Services.

F1.11 If the Commissioner is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Contractor in the supply of the goods and/or Services, then the Commissioner may:

1. require the Contractor to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Commissioner in respect of the relevant item; or
2. subject to clause F1.9, enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

F1.12 If the Commissioner exercises either option pursuant to clause F1.11, then the Contract Price shall be reduced by an amount that is agreed in accordance with Clause C4.3.

F1.13 The Commissioner's right to enter into a direct agreement for the supply of the relevant items is subject to:

1. the Commissioner making the relevant item available to the Contractor where this is necessary for the Contractor to provide the Services; and
2. any reduction in the Contract Price taking into account any unavoidable costs payable by the Contractor in respect of the substituted item, including in respect of any licence fees or early termination charges.

F1.14 Notwithstanding the Contractor’s right to sub-contract pursuant to this clause F1, the Contractor shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

F1.15 Without prejudice to the foregoing, in the event that the Contractor wishes to assign (with the Approval of the Commissioner) to a third party (“**the Assignee**”) the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract. Any assignment under this clause F1.4 shall be subject to:

(a) reduction of any sums in respect of which the Commissioner exercises it right of recovery under clause C3;

(b) all related rights of the Commissioner under the contact in relation to

the recovery of sums due but unpaid; and

(c) the Commissioner receiving notification under both clauses F1.5 and F1.6.

F1.16 In the event that the Contractor assigns the right to receive the Contract Price under clause F1.4, the Contractor or the Assignee shall notify the Commissioner in writing of the assignment and the date upon which the assignment becomes effective.

F1.17 The Contractor shall ensure that the Assignee notifies the Commissioner of the Assignee’s contact information and bank account details to which the Commissioner is to make payment.

F1.18 The provisions of clause C2 shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Commissioner.

F1.19 Subject to clause F1.10, the Commissioner may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

(a) any Contracting Authority; or

(b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Commissioner (including, without limitation anybody established pursuant to the provisions of the Police Reform and Social Responsibility Act 2011); or

(c) any private sector body which substantially performs the functions of the Commissioner,

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor’s obligations under the Contract.

F1.20 Any change in the legal status of the Commissioner such that it ceases to be a Contracting Authority shall not, subject to clause F1.8, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Commissioner.

F1.21 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F1.8 to a body which is not a Contracting Authority or if there is a change in the legal status of the Commissioner such that it ceases to be a Contracting Authority (unless such change is pursuant to the provisions of the Police Reform and Social Responsibility Act 2011) (in the remainder of this clause both such bodies being referred to as the **“Transferee”**):

(a) the rights of termination of the Commissioner in clauses H1 shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and

(b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor (such consent not to be unreasonably withheld or delayed).

F1.22 The Commissioner may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor’s obligations under the Contract. In such circumstances the Commissioner shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor’s obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F1.23 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

**F2 Waiver**

F2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

F2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A5.

F2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

**F3 Variation**

F3.1 Subject to the provisions of this clause F3, the Commissioner may request a variation to the Specification (such a change is hereinafter called a “**Variation**”).

F3.2 The Commissioner may request a Variation by notifying the Contractor in writing of the “Variation” and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Commissioner shall specify a time limit within which the Contractor shall respond to the request for a Variation (the “Response”. Such time limits shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation it shall confirm the same in writing.

F3.3 The Contractor shall submit a transparent Response to the proposed Variation and ensure that any necessary services and/or works are procured competitively in order to ensure best value for money. The Contractor shall satisfy the Commissioner as to the extra costs or savings resulting from the Variation.

F3.4 The Commissioner shall decide, in its sole discretion, whether to proceed with the Variation following receipt of the Contractor’s Response. If the Variation pursuant to this clause F3 involves an increase or decrease in the cost to the Contractor pursuant to the Contract, appropriate adjustments may be made to the Contract Price with the Approval of the Commissioner. The Variation shall take effect when the Response has been Approved.

F3.5 In the event of any Discriminatory Change in Law, the Parties shall agree a Variation. The Parties may negotiate in good faith to agree an appropriate and reasonable adjustment to the Contract Price that fairly reflects the nature and scope of the Discriminatory Change in Law.

F3.6 The Contract shall not be varied or amended unless such variation or amendment is Approved by the Commissioner. Until such time the Contractor shall continue to supply the Service in accordance with the terms of the Contract.

F3.7 In the event that the Contractor is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Commissioner may;

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

(b) terminate the Contract with immediate effect, except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at clause I2.

F3.8 No variation of the Contract shall be valid unless effected in accordance with clause F3.2 (in respect of Variations) or otherwise expressly agreed in writing by the Commissioner and communicated to the other Party in writing in accordance with clause A5.

**F4 Severability**

F4.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

**F5 Remedies in the Event of Inadequate Performance**

F5.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been performed or work has been provided or about the materials or procedures used or about any other matter connected with the performance of the Contractor’s obligations under the Contract, then the Commissioner shall notify the Contractor, and where considered appropriate by the Commissioner, investigate the complaint. The Commissioner may, in its sole discretion, uphold the complaint and take further action in accordance with clause H2 of the Contract.

F5.2 In the event that the Commissioner is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Commissioner may, without prejudice to its rights under clause H2, do any of the following:

(a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Commissioner that the Contractor will once more be able to supply all or such part of the Services in accordance with the Contract and in such circumstances the Commissioner shall have no liability to pay the Contract Price in respect of those Services which the Commissioner has itself supplied or procured;

(b) without terminating the whole of the Contract, terminate theContract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or

(c) terminate, in accordance with clause H2, the whole of the Contract.

F5.3 Without prejudice to its rights under clause C3, the Commissioner may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Commissioner or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Commissioner uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

F5.4 If the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Commissioner shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Commissioner may direct.

F5.5 In the event that:

1. the Contractor fails to comply with clause F5.4 above and the failure

is materially adverse to the interests of the Commissioner or prevents the Commissioner from discharging a statutory duty; or

(b) the Contractor persistently fails to comply with clause F5.4 above,

the Commissioner may terminate the Contract with immediate effect by notice in writing.

**F6 Remedies Cumulative**

F6.1 Except as otherwise expressly provided by the Contract, all rights and remedies available to either Party for breach of the Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of (and shall be without prejudice to the availability of) any other right or remedy.

**F7 Monitoring of Contract Performance**

F7.1 The Contractor shall comply with the monitoring arrangements set out in the Monitoring Schedule including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

F7.2 The Contractor shall comply with the inspection and information requirements relating directly or indirectly to the contracted Services affecting the Contract premises or Service users, including but not limited to, those of HMICFRS Inspections, Health Inspectorate Wales, Prison and Probation Ombudsman, Serious Case Reviews, Inquiries into Substance Misuse Related Deaths, Care and Social Services Inspectorate Wales (CSSIW) and Office for Standards in Education, Children’s Services and Skills (OFSTED).

**F8 Extension of Contract Period**

F8.1 Subject to clause C4, the Commissioner may in its sole discretion extend the Contract for further period(s) as detailed in the Contract Award Schedule up to the maximum allowed by the Contract or as limited by Legislation. The provisions of the Contract shall apply (subject to any Variation or adjustment to the Contract Price pursuant to clause C4) throughout any such extended period.

F8.2 The Commissioner may, at its discretion, award possible extensions to the Contract for up to a maximum of two further annual extensions. The Contractor will be notified in writing within six (6) months of the end of the initial two (2) year Contract Period as to whether the option for a third year has been taken up. The Contractor will be notified in writing within six (6) months of the end of the third Year of the Contract Period as to whether the option for a fourth year has been taken up.

F8.3 In the event that the Commissioner exercises its options under clause F8.2, references to the Contract Period shall be construed accordingly.

**F9 Entire Agreement**

F9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and the Contractor acknowledges and agrees that it has not been induced to enter into the Contract in reliance upon (and in connection with the Contract does not have any remedy and waives all rights in respect of) any warranty, representation, statement, agreement or undertaking of any nature whatsoever, whether written or oral, other than as expressly set out in the Contract, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

F9.2 In the event of, and only to the extent of, any conflict or inconsistency between the clauses of the Contract, the Schedules and/or any document referred to in or attached to the Contract, Schedules, and/or any document, the conflict shall be resolved in accordance with the following order of precedence:

1. the clauses of the Contract;
2. the Specification Schedule;
3. the Method Statement and Implementation Plans submitted with the tender response;

(d) the remaining Parts, Schedules; and

(e) any other document referred to in or attached to the Contract.

F9.3 No terms or conditions put forward at any time by the Contractor shall form any part of the Contract.

**F10 Counterparts**

F10.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

**G LIABILITIES**

**G1 Liability, Indemnity and Insurance**

G1.1 Neither Party excludes or limits liability to the other Party for or in respect of:

(a) death or personal injury caused by its negligence; or

(b) Fraud; or

(c) fraudulent misrepresentation; or

(d) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or

(e) any liability arising under any indemnity provision in the Contract, save as expressly provided for in the Contract.

G1.2 Subject to clauses G1.5 and G1.6, the Contractor shall indemnify the Commissioner and keep the Commissioner indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

G1.3 Subject to clause G1.1 above, the Contractor’s liability to the Commissioner for all losses due to a Default under or in connection with the Contract shall be limited to the sum of £5 million or three times the Contract Price, whichever is the greater.

G1.4 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Commissioner or by breach by the Commissioner of its obligations under the Contract.

G1.4 Without prejudice to the Contractor’s liability pursuant to clause G1.1, the Contractor shall effect and maintain for the Contract Period with a reputable insurance company or companies acceptable to the Commissioner a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings on the part of the Contractor contained in the Agreement and against all actions, claims, demands, costs and expenses in respect thereof, in the sum of £5,000,000 at least in respect of any one incident and unlimited in total unless otherwise agreed by the Commissioner in writing.

G1.5 The Contractor shall have in force (and shall ensure that any sub-contractor has in force) with a reputable insurance company or companies acceptable to the Commissioner in the following amounts unless otherwise specified by the Commissioner in the Contract Award Schedule:

(a) employer’s liability insurance in accordance with any legal requirements for the time being in force, in the sum of not less than £10,000,000; and

1. public liability insurance in the sum of not less than £5,000,000 for any one incident and unlimited in total, unless otherwise agreed by the Commissioner in writing; and
2. professional indemnity insurance in the sum of not less than £1,000,000 for any one incident and unlimited in total;

and such insurance shall be maintained for the Contract Period.

G1.6 Save as otherwise provided in the Contract and subject always to clause G1.1, in no event shall the Commissioner be liable to the Contractor for:

(a) loss of profits, business, revenue or goodwill; and/or

(b) loss of savings (whether anticipated or otherwise); and/or

(c) indirect or consequential loss or damage.

G1.7 The Contractor shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from any Default on the part of the Contractor and/or its Staff (including any sub-contractors).

G1.8 The Contractor shall give the Commissioner, on request, copies of all insurance policies referred to in this clause G1 or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies. Inspection and/or receipt of such information shall not constitute acceptance by the Commissioner of the terms thereof, nor be a waiver of the Contractor’s liability under the Contract.

G1.9 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Commissioner shall be entitled to make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor on written demand, together with any expenses incurred in procuring such insurance.

G1.10 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities or obligations under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause G1.2.

G1.11 In the event that the Commissioner receives a claim relating to the Services or the Contract, the Contractor shall fully co-operate with the Commissioner or its insurers and shall assist them in dealing with such claims (including, without limitation, providing information and documentation in a timely manner and at the Contractor’s sole expense).

**G2 Warranties and Representations**

G2.1 The Contractor warrants and represents that:

1. it has full capacity and authority and all necessary consents

(including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

(b) in entering the Contract, it has not committed any Fraud;

(c) as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Commissioner prior to execution of the Contract;

(d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

(e) 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 the Contract;

(f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor’s assets or revenue;

(g) it owns or has obtained valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

(h) the Services or any part thereof and/or the Commissioner’s use and/or possession of all and/or any of the goods provided as part of the Services will not infringe the Intellectual Property Rights of any third party;

(i) the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence and in accordance with the requirements of the Specification and Good Industry Practice;

(j) all components of any goods provided under the Contract shall be

free from defects in design, materials or workmanship;

(k) all materials supplied by the Contractor shall of satisfactory quality, fit for all purposes for which all and any such materials are supplied and shall correspond to any description or sample provided by the Contractor to the Commissioner;

(l) any training and/or documentation provided shall contain all information necessary to enable the Commissioner to make full and proper use of the Services and/or any goods provided under the Contract;

(m) in the 3 years prior to the date of the Contract:

(i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

(ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

(iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;

(n) it has obtained all necessary and valid licences, accreditation, registration, authorisation and/or permits necessary for the performance of its obligations under the Contract;

G2.2 Each of the warranties set out in this clause G2 shall be construed as a separate warranty and/or condition and shall not be limited by reference to any other warranty and/or condition.

**H DEFAULT, DISRUPTION AND TERMINATION**

**H1 Termination on insolvency and change of control**

H1.1 The Commissioner may terminate the Contract with immediate effect by notice in writing where the Contractor is a company (howsoever constituted) and in respect of the Contractor:

(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

(b) a shareholders’ meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed or any other step is taken with a view to it being determined that it would be wound-up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

1. a petition is presented for its winding up (which is not dismissed within 10 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
2. a receiver, administrative receiver or similar officer is appointed over

the whole or any part of its business or assets; or

(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

(f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

(g) being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to

Schedule A1 of the Insolvency Act 1986; or

(h) any event similar to those listed in clauses H1.1(a)-(g) occurs under

the law of any other jurisdiction.

H1.2 The Commissioner may terminate the Contract with immediate effect by notice in writing where the Contractor is an individual and:

(a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor’s creditors; or

(b) a petition is presented and not dismissed within 10 Working Days or

order made for the Contractor’s bankruptcy; or

(c) a receiver, or similar officer is appointed over the whole or any part of the Contractor’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

(d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or

(e) a creditor or encumbrancer 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 the Contractor’s assets and such attachment or process is not discharged within 10 Working Days; or

(f) he dies or is adjudged incapable of managing his affairs within the

meaning of Part VII of the Mental Capacity Act 2005; or

(g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

H1.3 The Commissioner may terminate the Contract with immediate effect by notice in writing where the Contractor is a partnership and in respect of the Contractor:

(a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

(b) it is for any reason dissolved; or

(c) a petition is presented for its winding up or for the making of any administration order or an application is made for the appointment of a provisional liquidator; or

(d) a receiver or similar officer is appointed over the whole or any part of its assets; or

(e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

(f) any of the following occurs in relation to any of its partners:-

(i) an application for an interim order is made pursuant to section 252-253 of the Insolvency Act 1986 or a proposal is made for any composition, scheme or arrangement with, or assignment for the benefit of, his creditors;

* 1. a petition is presented for his bankruptcy;
  2. a receiver or similar officer is appointed over the whole or any part of his assets.

H1.4 The Contractor shall notify the Commissioner immediately if the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 (**“change of control”**). The Commissioner may terminate the Contract by notice in writing with immediate effect within 6 months of:

(a) being notified that a change of control has occurred; or

(b) where no notification has been made, the date that the Commissioner becomes aware of the change of control,

but shall not be permitted to terminate where an Approval was granted prior to the change of control.

**H2 Termination on Default**

H2.1 The Commissioner may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

(a) the Contractor has not remedied the Default to the satisfaction of the Commissioner within 10 Working Days, or such other period as may be specified by the Commissioner, after issue of a written notice specifying the Default and requesting it to be remedied; or

(b) the Default is not, in the opinion of the Commissioner, capable of

Remedy, or

(c) the Default is a material breach of the Contract, or

(d) the Default relates to a failure to meet and/or rectify performance in respect of particular delivery timescales, service levels or key performance indicators and the failure in question is of a severity that permits the Commissioner by reference to other provisions in the Contract (whether in a Schedule or otherwise) to terminate the Contract.

H2.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Commissioner in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

**H3 Commissioner’s Right to Termination**

H3.1 The Commissioner shall have the right to terminate the Contract at any time by giving 3 Months’ written notice to the Contractor or such other period of notice as agreed in writing by the Parties.

H3.2 The Commissioner shall have the right to terminate the Contract at any time with immediate effect on giving notice to the Contractor if there is a risk, or the Commissioner reasonably considers that there is a risk, of the Commissioner’s reputation being damaged if the Contract was to continue in force.

H3.3 The Commissioner may, at its sole discretion, terminate the Contract, or any part thereof, with immediate effect in the event of any of the grounds contained within Regulation 73 of the Public Contracts Regulation 2015 occurring.

H3.4 The Commissioner may terminate the Contract upon such reasonable notice where a Discriminatory Change in Law requires the Commissioner to have alternative service provisions and/or removes the requirement for the Commissioner to provide the Service.

H3.5 The Contractor acknowledges that the continuation of the Services is subject to the Commissioner receiving funds from the Welsh Government in order to satisfy the Contract Price. In the event that these funds are no longer available to the Commissioner, the Commissioner shall be entitled to terminate or amend the Contract in accordance with clause H3.1. Without prejudice to the foregoing, the Commissioner may decide, at its sole discretion, to enter into negotiations with the Contractor with a view to negotiating a variation to the Contract in accordance with clause F3.2.

H3.6 The decision of the Commissioner to terminate the Contract under this clause H3 is at its reasonable, sole discretion and it is not required to provide any reasoning for such decision.

**H4 Consequences of Expiry or Termination**

H4.1 Where the Commissioner terminates the Contract under clauses A7.2, B5.3, D1.4, D2.3, D3.3, D6.7, E2.2, E3.9, F5.2, F5.5, H1, H2.1, H3.2, H3.3, H3.5, H5.4 and/or paragraph 1.15 of the Performance Criteria Schedule and then makes other arrangements for the supply of Services, the Commissioner may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Commissioner throughout the remainder of the Contract Period. The Commissioner shall take all reasonable steps to mitigate such additional expenditure.

H4.2 Where the Contract is terminated under any of the clauses referred to in clause H4.1, no further payments shall be payable by the Commissioner to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract, but where the payment has yet to be made by the Commissioner), until the Commissioner has established the final cost of making the other arrangements envisaged under this clause. The Contractor shall also return to the Commissioner any sums pre-paid in respect of Services not provided by the date of termination (or expiry).

H4.3 Save as otherwise expressly provided in the Contract:

(a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

(b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Commissioner or the Contractor under clauses B5.19, C2, C3, D1, D2, D3.3, D4.1, D6.3, D9, E1, E2, E3, E4, E5, E6, E7, E8, F6, G1, H4, H6, I1 and I2, J1.5 and J1.9.

H4.4 The Contractor undertakes to offer all reasonable assistance to the Commissioner and to any third party engaged by the Commissioner to provide such services following termination of the Contract, howsoever arising, The Contractor shall use its best endeavours to ensure continuity in the Services provided to the Commissioner.

H4.5 The Contractor shall prepare the Exit Strategy for the Approval of the Authorised Officer and shall comply with the Exit Strategy upon termination of the Contract howsoever arising.

**H5 Disruption**

H5.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Commissioner, its Staff or any other contractor employed by the Commissioner.

H5.2 The Contractor shall immediately inform the Commissioner of any actual or potential industrial action, whether such action be by their own Staff or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

H5.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.

H5.4 If the Contractor’s proposals referred to in clause H5.3 are considered insufficient or unacceptable by the Commissioner (acting reasonably), then the Contract may be terminated with immediate effect by the Commissioner by notice in writing.

**H6 Recovery upon Termination**

H6.1 On the termination of the Contract for any reason, the Contractor shall:

(a) immediately return to the Commissioner all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which were obtained or produced in the course of providing the Services;

(b) immediately deliver to the Commissioner all Property (including materials, documents, information and access keys) provided to the Contractor under clause B8 or otherwise provided in connection with the Contract. Such property shall be handed back in good working order (allowance shall be made for fair wear and tear);

(c) assist and co-operate with the Commissioner to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress;

(d) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Commissioner for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Commissioner or the Replacement Contractor to conduct due diligence.

H6.2 If the Contractor fails to comply with clause H6.1 (a) and (b), the Commissioner may recover possession thereof and the Contractor grants a licence to the Commissioner and/or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

H6.3 Where the end of the Contract Period arises due to the Contractor’s Default, the Contractor shall provide all assistance under clause H6.1(c) and (d) free of charge. Otherwise, the Commissioner shall pay the Contractor’s reasonable costs of providing such assistance where requested by the Commissioner and the Contractor shall take all reasonable steps to mitigate such costs.

**H7 Force Majeure**

H7.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 3 Months, either Party may terminate the Contract with immediate effect by notice in writing.

H7.2 Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or supplier of the Contractor shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

H7.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause H7.1 it shall immediately notify the other by the most expeditious method then available, inform the other of the period for which it is estimated that such failure or delay shall continue and shall use its best endeavours, acting in accordance with Good Industry Practice, to resume performance of its obligations as quickly as possible to minimise the duration and impact of any such failure or delay.

H7.4 The Commissioner shall not be required to pay the Contractor in respect of any period during which (and to the extent that) the Contractor is prevented or delayed in performing its obligations due to Force Majeure. In these circumstances, the Contract Price shall be adjusted and any necessary refund or credit effected in accordance with the Commissioner’s reasonable instructions.

**H8 Ineffectiveness**

H8.1 If at any time a “declaration of ineffectiveness” is made by a court in respect of the Contract pursuant to regulation 98(2)(a) of the Public Contracts Regulations 2015 then:

(a) the provisions of clause H6 and any other provisions in the Contract which are intended to apply on or after the date on which the Contract is terminated for any reason shall apply as if on the date on which the relevant declaration of ineffectiveness is to take effect (and as a result the Contract is to come to an end);

(b) the Commissioner shall not be required or liable (on whatever grounds) to pay any compensation or restitution to the Contractor in respect of any loss, damage, costs, expenses or other liabilities suffered or incurred by the Contractor as a result of or in connection with the relevant declaration of ineffectiveness being made, including any loss of revenue or profit that the Contractor might otherwise have generated under the Contract during the Contract Period.

H8.2 If at any time an order is made by a court, pursuant to regulation 102(3)(a) of the Public Contracts Regulations 2015, that the duration of the Contract be shortened, then:

(a) the provisions of clause H6 and any other provisions in the Contract which are intended to apply on or after the date on which the Contract is terminated for any reason shall apply as if on the date on which the relevant declaration of ineffectiveness is to take effect (and as a result the Contract is to come to an end);

(b) the Commissioner shall not be required or liable (on whatever grounds) to pay any compensation or restitution to the Contractor in respect of any loss, damage, costs, expenses or other liabilities suffered or incurred by the Contractor as a result of or in connection with the relevant declaration of ineffectiveness being made, including any loss of revenue or profit that the Contractor might otherwise have generated under the Contract during the Contract Period.

**I DISPUTES AND LAW**

**11 Governing Law and Jurisdiction**

I1.1 Subject to the provisions of clause I2, the Commissioner and the Contractor accept the exclusive jurisdiction of the courts of England and Wales and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to the laws of England and Wales.

**12 Dispute Resolution**

I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to a chief executive (or equivalent) of each Party.

I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause I2.5 unless (a) the Commissioner considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.

I2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor (and its Staff) shall comply fully with the requirements of the Contract at all times.

I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) a neutral adviser or mediator (the **“Mediator”**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution or other mediation provider to appoint a Mediator.

(b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation providerto provide guidance on a suitable procedure.

(c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

(d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

(e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

(f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I2.6.

(g) In the absence of any specific arrangements as to costs which is recorded in accordance with clause I2.5(d), each Party shall bear their own costs and expenses in respect of any mediation.

I2.6 Subject to clause I2.2, the Parties shall not institute court proceedings until the procedures set out in clauses I2.1 and I2.3 have been completed save that:

(a) the Commissioner may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.

(b) if the Contractor intends to commence court proceedings, it shall serve written notice on the Commissioner of its intentions and the Commissioner shall have 15 Working Days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.

(c) the Contractor may request by notice in writing to the Commissioner that any dispute be referred and resolved by arbitration in accordance with clause I2.7, to which the Commissioner may consent as it sees fit.

I2.7 In the event that any arbitration proceedings are commenced pursuant to clause I2.6:

(a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;

(b) the Commissioner shall give a written notice of arbitration to the Contractor (the **“Arbitration Notice”**)stating:

(i) that the dispute is referred to arbitration; and

(ii) providing details of the issues to be resolved;

(c) the London Court of International Arbitration (**“LCIA”**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

(d) the tribunal shall consist of a sole arbitrator to be agreed by the

Parties;

(e) if the Parties fail to agree the appointment of the arbitrator within 10 Working Days of the Arbitration Notice being issued by the Commissioner under clause I2.7 (b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

(f) the arbitration proceedings shall take place in London or Cardiff and in the English or Welsh language; and

(g) the arbitration proceedings shall be governed by, and interpreted in accordance with the laws of England and Wales.

**J. TRANSFER OF UNDERTAKINGS**

J1.1 Both the Commissioner and the Contractor recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“the TUPE regulations”) may apply in respect of the award of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Contractor on the commencement of the Contract. The provisions within this section only apply in respect of a relevant transfer for the purposes of the TUPE regulations.

J1.2 During the period of six months preceding the expiry of the Contract or after the Commissioner has given notice to terminate the Contract or the Contractor stops trading, and within 20 Working Days of being so requested by the Commissioner, the Contractor shall fully and accurately disclose to the Commissioner for the purposes of the TUPE regulations all information relating to its employees engaged in providing the Services under the Contract, in particular, but not necessarily restricted to, the following:

(a) the total number of staff whose employment with the Contractor is liable to be terminated at the expiry of this Contract but for any operation of law; and

(b) for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements; and

(c) full information about the other terms and conditions on which the affected staff are employed (including but not limited to their working arrangements), or about where that information can be found;

(d) details of pension entitlements, if any;

(e) information regarding bonus schemes, option plans, severance arrangements or insured benefits such as private medical or long-term disability benefits, if any;

(f) details of any disciplinary procedure taken against an employee;

(g) details of any grievance procedure taken by an employee within the previous two years;

(h) job titles of the members of staff affected and the qualifications required for each position;

(i) information of any court, or tribunal case, claim or action brought by an employee within the previous two years, or that the that the Contractor reasonable believes that an employee may bring, arising out of the employee’s employment with the Contractor;

(j) any other information not captured above which is necessary to provide the Specified Information.

J1.3 The Contractor shall permit the Commissioner to use the information for the purposes of the TUPE regulations and re-tendering. The Contractor shall co-operate with the re-tendering of the Contract by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

J1.4 The Contractor agrees to indemnify the Commissioner fully and hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under clause J1.2.

J1.5 The Contractor agrees to indemnify the Commissioner from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or person claiming to be an employee on any date upon which the Contract is terminated and/or transferred to any third party (“Relevant Transfer Date”) arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

J1.6 In the event that such information provided by the Contractor in accordance with clause J1.2 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate, the Contractor shall notify the Commissioner of the inaccuracies and provide the amended information.

J1.7 During the 12 months preceding the expiry of this Agreement or where notice to terminate this Agreement for whatever reason has been given, the Contractor shall not without the prior written consent of the Commissioner, unless bona fide in the ordinary course of business:

(a) vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Services;

(b)   materially increase or decrease the number of employees employed in connection with the Services; or

(c) assign or redeploy any employee employed in connection with the Services to other duties unconnected with the Services.

J1.8 In the event that the Contractor enters into any sub-contract in connection with this Agreement, it shall impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this clause J1 and shall procure that the Sub-Contractor complies with such terms.

J1.9 The Contractor shall indemnify the Commissioner and keep the Commissioner indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Commissioner as a result of or in connection with any failure on the part of the Sub-Contractor to comply with such terms.

J1.10 The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its termination.

**Part 6. CONTRACT AWARD SCHEDULE**

**Parties**

1. Commissioner Details: Police and Crime Commissioner for Gwent
2. Address: Police Headquarters, Turnpike Road, Croesyceiliog, Cwmbran, NP44 2XJ.
3. Contractor Details: COMPLETE AFTER TENDER
4. Company Registration Number: COMPLETE AFTER TENDER
5. Company Registered Address: COMPLETE AFTER TENDER

**Duration**

1. Commencement Date: [insert] 2019
2. Contract Period: Two (2) years
3. Expiry Date: [insert] 2021
4. Permitted extensions to the Contract Period (for the purposes of clause F8): Two (2) years with an option to extend for a further two (2) years on an annual basis

**Contact Details**

1. Gwent Police Contact Name: COMPLETE BEFORE TENDER
2. Contract Manager: COMPLETE AFTER TENDER
3. Key Personnel (for the purposes of clause B4): COMPLETE AFTER TENDER

**Contact Details for the Purposes of Clause A5**

1. Authorised Officer Details: COMPLETE AFTER TENDER

Address: COMPLETE AFTER TENDER

Telephone: COMPLETE AFTER TENDER

Fax: COMPLETE AFTER TENDER

Email: COMPLETE AFTER TENDER

1. Contractor Contact Details:

Address: COMPLETE AFTER TENDER

Telephone: COMPLETE AFTER TENDER

Fax: COMPLETE AFTER TENDER

Email: COMPLETE AFTER TENDER

**PART 7. BACKGROUND INFORMATION AND CONTEXT SCHEDULE**

The purpose of this Part is to provide background and context for the Specification and the expectations for delivery of the Women’s Pathfinder Whole System Approach Service Delivery Model (to work with women at each stage of the Criminal Justice System), and delivery of Early Intervention Service for 18-25-year olds (through diversion and pre-sentence support services). The Method Statement shall provide detail of how the Services are to be provided in accordance with the requirements of the below.

1. **BACKGROUND – Current Women’s Pathfinder** 
   1. The Integrated Offender Management (IOM) Cymru Women’s Pathfinder (the “Pathfinder) was established in 2013 with the aim of improving outcomes relating to women coming into contact, with the Criminal Justice System (CJS) in Wales, by ‘designing and delivering a women specific, integrated, multi-agency approach – A Whole System Approach (“WSA”)’.
   2. A WSA service delivery model looks to assess a woman’s needs at the first point of contact with the criminal justice system, and provides a gender responsive, multi-agency support throughout her justice journey.
   3. The model is focussed simultaneously on: (i) a person-centred/women-centred evidence based approach which can assist individuals make positive change; and (ii) a systematic/multi-agency response to breaking down boundaries and enhancing integration to ensure the system is as efficient and effective as it can be in delivering services to support positive change.
   4. The Pathfinder has been led by Her Majesty’s Prisons and Probation Service (HMPPS) in Wales[[1]](#footnote-1), the four Police Forces and four Police and Crime Commissioners in Wales with support from Welsh Government and a wide range of other partners, in particular female focussed third sector agencies already delivering local services.
   5. Working together partners have made significant progress in testing elements of a WSA and addressing some of the issues/opportunities identified for women. Aspects tested to date include:

* Co-locating Probation services for women in enabling environments (Third Sector and Local Authority services);
* Improved referral routes/collaborative work with domestic abuse services;
* The Diversion Scheme – diverted over 1500 women across Wales into voluntary support aimed at addressing their underlying issues and preventing future offending;
* Developing and improving the accommodation pathway (Housing Act (Wales) 2014) for women leaving prison in line with legislative changes;
* Implementing multi-agency case conference mechanisms to improve coordinated access to range of existing community services;
* Established dedicated governance arrangements;
* Contributing to a growing evidence base following research and evaluation around what works for women in Wales.
  1. In Gwent and South Wales Police force areas, aspects of the WSA (outlined above) have been piloted in Newport, Cardiff and Cwm Taf (Rhondda Cynon Taf and Merthyr Tydfil). This includes a Diversion Scheme and colocation of statutory and local support services based on a multi-agency hub/one stop shop model.
  2. Gwent Police and Crime Commissioner, South Wales Police and Crime Commissioner, Her Majesty’s Prisons and Probation Service (HMPPS) and Welsh Government have agreed to work in partnership to build upon the work undertaken to date and establish a full WSA Service Delivery Model (the delivery requirements of which are set out in the Specification) across the Southern Wales force areas (Gwent Police and South Wales Force Areas).
  3. Historical figures (based on data from 2015/16 to 2017/18) have been provided in Table 1 below for women entering the criminal justice system within their respective regional base (on an annual basis) and are provided for guidance purposes only.

Table 1: Number of women entering the Criminal Justice System across Gwent and South Wales

|  |  |  |
| --- | --- | --- |
|  | **South Wales** | **Gwent** |
| Voluntary Attendee | 1,273 | 565 |
| Arrests | 7,458 | 2,097 |
| Eligible for Diversion | 895 | 252 |
| Charged | 2,180 | 784 |
| Sentenced | 17,873 | 2,104 |
| Community Sentence | 1098 | 330 |
| Custodial Sentence | 328 | 82 |
| **Total** | **30,210** | **5,962** |

Please note: the information stated in the table above has been provided to give an overview of potential numbers at each stage of the system. Actual figures will vary.

1. **BACKGROUND – Current 18-25 Diversion**
   1. Reducing offending and reoffending amongst the 18-25 age group is a key priority for the Commissioner and Chief Constable. Young adults (18-25-year olds) are disproportionately represented in the criminal justice system and are now the most prolific group of offenders. This age group accounts for approximately 12% of the total population, but we know 18-25 year olds are committing 33% of all recorded crime in South Wales, whereas offending has fallen dramatically in the under 18 age group.
   2. The overarching principle of the current project is to improve the prospects for the 18-25 age group, test the impact of early intervention and prevention seeking to work with a wide range of public services and address areas of social and health concern.
   3. The 18-25 Diversion is the name of the current scheme which diverts young adults away from the criminal justice system and into interventions and support based on an assessed individual need that would effectively understand the offending and sought to prevent further re-offending. This has been achieved through the use of Restorative Justice Approaches, case management, referrals and signposting to local services and the delivery of one day workshops such as Crime and Consequences to address offending behaviour.
   4. The 18-25 Diversion project was first established as a South Wales Police and Crime Commissioner Initiative in 2015. The project was first launched in Cardiff and has since been rolled out across South Wales at each of the four Bridewells; Cardiff, Swansea, Bridgend and Merthyr. Building on the learning from diversion, the service was broadened out to provide 18-25 year olds not eligible for diversion, with the offer of support as they are processed through the criminal justice system. This wider service which includes diversion and support (pre-sentence) will be known as 18-25 Early Intervention Service and shall supersede the 18-25 Diversion scheme detailed above.
   5. Historical figures (based on data from 2015/16 to 2017/18) have been provided in Table 2 below for the number of 18-25-year olds (male and female) entering the criminal justice system within their respective regional base.

Table 2: Estimated number of 18-25 year olds (male and female) entering the Criminal Justice System at the Early Intervention and Prevention stage

|  |  |  |
| --- | --- | --- |
|  | **South Wales** | **Gwent** |
| Voluntary Attendee | 747 | 733 |
| Arrests | 10,220 | 3,538 |
| Diversion | 550[[2]](#footnote-2) | 177[[3]](#footnote-3) |
| Charged | 3,330 | 386 |
| **Total** | **14,847** | **4834** |

Please note: the information stated in the table above has been provided to give an overview of potential numbers at each stage of the system. Actual figures will vary.

**3. POLICY CONTEXT**

* 1. Women and young adults and care leavers are two of the priority groups in the Joint HMPPS and Welsh Government’s ‘A Framework to support positive change for those at risk of offending in Wales’ (2018–2023). This Framework was developed by HMPPS and Welsh Government on behalf of the All Wales Criminal Justice Board. This is available at:

<https://gov.wales/topics/people-and-communities/communities/safety/publications/framework-supporting-positive-change-for-those-at-risk-of-offending-in-wales/?lang=en>

* 1. Both the Women’s Pathfinder and 18-25 Early Intervention are aligned with the Adverse Childhood Experiences (ACEs) agenda which is based on a trauma informed approach. This approach is particularly pertinent for females involved in the Criminal Justice System, who are likely to have experienced significant ACEs/trauma themselves and as they are often primary care givers, who risk creating further ACEs for their children.
  2. The 18-25 Early Intervention and Whole System Approach services are built upon the principles of the Well-Being of Future Generations Wales) Act 2015 and align with the policing priorities for the Gwent Police and Crime Plan 2017-2021 www.gwent.pcc.police.uk/fileadmin/documents/Gwent\_Police\_\_Crime\_Plan\_English\_WEB.pdf

<https://pcclivewww.blob.core.windows.net/wordpress-uploads/2018/01/CRP001-Police-document-english-2018-P5.pdf>

* 1. The Women’s Pathfinder is informed by the principles of Integrated Offender Management (IOM), the Corston Report (2007) and Welsh Governments ‘Safer Communities for All’ agenda and local agency priorities around addressing domestic abuse and preventing violence against women. The Pathfinder has also been working to the Principles of a Whole System Approach which has been endorsed by the Ministry of Justice (MOJ) through the MOJ Female Offending strategy for working with female offenders. The Women’s Pathfinder model has also informed Police Guidance on working with vulnerable women.

<https://www.justice.gov.uk/publications/docs/corston-report-march-2007.pdf>[offenders.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/177038/strategic-objectives-female-offenders.pdf)

<http://gov.wales/about/programmeforgov/communities/?lang=en>

<https://www.gov.uk/government/publications/female-offender-strategy>

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/721190/police-guidance-on-working-with-vulnerable-women-web.pdf>

* 1. As the service for women is a Whole System Approach, elements of delivery (table 1 in Part 8 - Specification refers) will be in place for each stage of the Criminal Justice System, therefore the Contractor will need to consider how the service will align with existing and future probation and resettlement services as well as wider related services commissioned by police and crime commissioners (e.g. substance misuse services). The attachment below provides more detail and should be considered as part of the Technical Response for these services.



3.6 18-25 Diversion has been informed by the principals of the Welsh Government/Youth Justice Board joint strategy to ‘improve services for young people for Wales at risk of becoming involved in, or in, the youth justice system’. 18-25 Diversion was developed taking account of the benefits achieved in recent years through targeted early intervention and restorative alternatives to charging and recognising that a criminal record is the biggest obstacle between a young person and the life they want to lead. A growing body of research has led many to argue for a distinct approach to this age group that is carried across all agencies of the criminal justice system and this is reflected in national Policing Guidance accounting for the vulnerabilities and maturity levels of young adults in the Criminal Justice System.

<https://www.gov.uk/government/publications/youth-justice-strategy-for-wales-children-and-young-people-first>

<https://www.npcc.police.uk/documents/edhr/2015/CYP%20Strategy%202015%202017%20August%202015.pdf>

<http://www.police-foundation.org.uk/2017/wp-content/uploads/2018/07/policing_and_young_adults_final_report_2018.pdf>

3.7 In recognition of the changing landscape of Policing in trying to reduce the risk to vulnerable people in our communities and impact early intervention has on this, NPCC launched a national strategy for charging and out of court disposals.

<https://www.npcc.police.uk/Publication/Charging%20and%20Out%20of%20Court%20Disposals%20A%20National%20Strategy.pdf>

**4 THE WHOLE SYSTEM APPROACH (WSA)**

4.1 Although there are many commonalities between women and men’s needs, women demonstrate some specific needs and variations in prevalence of certain needs, in particular:

* Proportionally greater frequency of **Class A and poly-drug use**;
* Coexistence of experiences of **physical, emotional and especially sexual abuse** with delinquency/offending; Evidence suggests that domestic abuse can be a driver to female offending. A recent study undertaken by Prison Reform Trust found women who had experienced domestic and/or sexual violence can become trapped in a vicious cycle of victimisation and criminal activity.
* Prevalence of **mental health issues;**
* Often being the **primary care givers of their children;**
* A strong relationship between a women’s **financial situation, debt** and offending;
* Significant **accommodation issues,** particularly for those leaving prison.

http://www.prisonreformtrust.org.uk/Portals/0/Documents/Domestic\_abuse\_report\_final\_lo.pdf

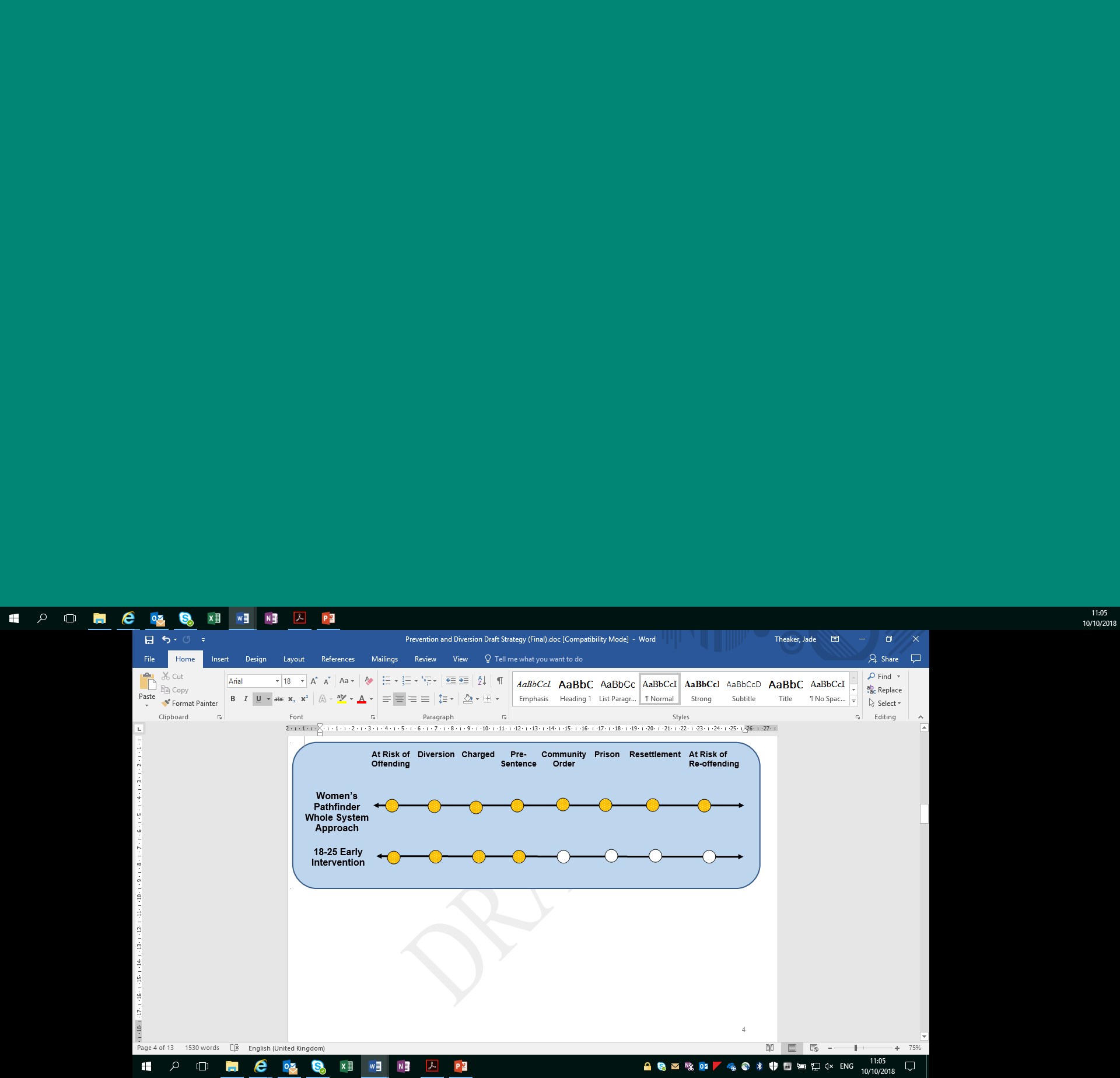
* 1. Women in the Criminal Justice System also often have multiple and/or complex needs which interrelate with each other, vulnerability and with their offending behaviour/reasons they have come to the attention of criminal justice services. The Women’s Pathfinder Diversion Scheme Evaluation (2017) (see link below) evidenced that women at an early entry point to the system had on average 2.6 needs identified. The All Wales Women’s Crime, Reoffending and Needs Analysis (2015) (see attachment) showed women serving community sentences to have on average 3.5 needs, which increased to an average of 5.4 needs for women serving custodial sentences.

<https://wccsj.ac.uk/images/docs/publications/2017/WilliamsHollowayBrayford_Womens_Pathfinder.pdf>



* 1. A WSA focuses on how services can work together effectively to supervise and support women at all stages of the Criminal Justice System. This includes those at risk of re-offending/offending, at point of arrest, pre-sentence, serving statutory orders (Community or Custodial) and being released from prison back into the community. A WSA looks to understand the needs of women at each stage of the Criminal Justice System in order to better target resources and provide support that is responsive to their needs. This approach centres on developing individual package of support to each woman to enable her to address her needs and reduce risk of re-offending, therefore resulting in fewer victims and safer communities.
  2. Early intervention is a key part of the WSA model. The Early Intervention and Prevention Pathway looks to identify individuals at the earliest possible stage and support them with their needs, preventing them entering and becoming entrenched in the Criminal Justice System.
  3. The Contractor for this service will need to deliver a Whole System Approach for Women for their Police Force area (Gwent, South Wales or both) and Early Intervention for 18-25-year olds. Figure 1 provides an illustration of the stages of the Criminal Justice System, which will be covered by the Women’s Pathfinder Whole System Approach and 18-25 Early Intervention Service. Stages of the system that will be covered by each service have been highlighted as yellow.

Figure 1: Delivery of Women's Pathfinder Whole System Approach and 18-25 Early Intervention across the CJS



* 1. To inform delivery of Early Intervention service for young adults, an evaluation was undertaken by Keith Towler[[4]](#footnote-4) on ‘Interventions with Offenders aged 18-25 in South Wales’ stipulated that the individual support needs identified are significant and varied. The offence and needs profile of those referred to the 18-25 pilots predominantly involved:
* Alcohol and or drug use
* Violence or anti-social behaviour associated with the event
* Identification of emotional and social behavioural issues
* Disclosure of mental health needs
  1. This work plays a very strong part in desistance and makes a practical contribution to addressing Adverse Childhood Experiences (ACE’s). Without addressing the young person’s support needs, where they are identified, the work on consequences of crime, restorative practice and victim impact would not be anywhere near as effective. This work is important in sustaining long-term changes in behaviour, circumstances and lifestyle choices.

**PART 8. SPECIFICATION SCHEDULE**

* + 1. **BACKGROUND**

1.1 The Commissioner requires a contract for the Provision of a Women’s Pathfinder Whole System Approach Service Delivery Model and 18-25 Early Intervention Service (together the “Services”). The Contractor acknowledges and accepts that this Contract is available for use by the Other Contracting Body as detailed below during the Contract Period:

|  |
| --- |
| **Other Contracting Body** |
| The Police and Crime Commissioner for South Wales |

1.2 The Appendices provided as part of this Specification are subject to amendments in accordance with streamlining paperwork across police Force Areas. The Contractor shall work with the Commissioner and commissioning partnership in refining these documents.

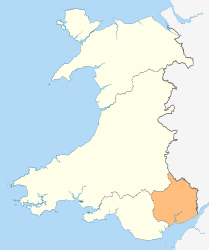
* 1. Brand development responsibility will remain with the Commissioner and the Contractor will be consulted and involved in an advisory capacity as part of any brand development work undertaken during the life of the Contract. Branding for both the Women’s Pathfinder WSA and 18-25 Early Intervention must be used to promote Service provision only and may not be used to promote services not delivered as part of the Contract.
  2. The Contractor shall comply with the requirements of the Welsh Language (Wales) Measure 2011 and the Welsh Language Standards (No. 5) Regulations 2016, with which the Commissioner is liable to comply, in so far as they are applicable to the Requirements. These include but are not limited to:
* delivering the service required through the medium of English or Welsh (on an equal basis).
* promoting the delivery of the service required in Welsh or English and shall use all reasonable steps to achieve this.

1.4 The Contract is separated into two regional lots (Police Force boundaries) to assist with more local requirements and aid local Service providers who could deliver the Service requirements detailed in this Specification.

1.5 The lots for the Contract are:

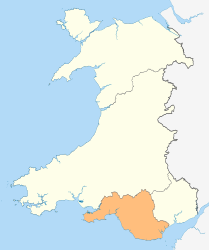
* Lot 1 - Gwent Police force area

Includes Newport and Ystrad Mynach custody suites



* Lot 2 – South Wales Police force area

Includes Merthyr Tydfil, Cardiff Bay, Swansea and Bridgend custody suites



The Method Statement shall provide detail of how the Services are to be provided in accordance with the requirements of the Service Delivery Model outlined in section 2 (below).

**2. SERVICE DELIVERY MODEL**

2.1 The Contractor shall be innovative and consider new approaches to produce better outcomes . Contractors will be suggest these ideas in Contract Management meetings. (in line with strategies provided within the Background and Context Schedule, paragraph 3 Policy Context) in its delivery of a WSA for women and Early Intervention service for young adults by providing opportunities to divert, reform and rehabilitate. Through prompt, positive action, Services need to work with individuals to address vulnerabilities, underlying needs and divert away from crime and into healthy, positive lives.

2.2 In delivering these services the Contractor will need to evidence that they understand the relationship between an effective commissioned service, integration with the existing landscape and development of best practice within the wider partnership. All of which is vital to the realisation and effective implementation of a WSA for women and Early Intervention services for young adults (18-25). For an example of this, please see point 3.5 in Policy Context.

2.3 Any proposed Service Delivery shall include the five key activities identified below and detailed in Table 1 and further below:

* 1. Assessment; (further detail in paragraph section 3 of this Specification)
  2. Referral (to other services); (further details in section 4 of this Specification)
  3. Support/ intervention (direct work); (further detail in section 5 of this Specification)
  4. Coordination (of multi-agency approach); (further detail in section 6 of this specification)
  5. Support of transition (between different stages of the system) (further details in section 7 of this Specification )

The Eligibility criteria detailed in PART 21 – Appendix A shall only apply to the Diversion aspect of the WSA Service Delivery Model (please see Table 1 below and Appendix A).

**Table 1: Whole System Approach Service Delivery Model Specification**

Service delivery (for both Women’s Pathfinder WSA and 18-25 Early Intervention) across each of the Pathways has been highlighted in yellow in table 1. For 18-25 Early Intervention: key functions shall be delivered as part of the Early Intervention and Prevention Pathway (pre- statutory) (section 1) only.

The Women’s Pathfinder WSA shall be delivered across all three pathways (sections 1, 2 and 3).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Delivery Pathway** | **Stage of the System** | **DELIVERY ACTIVITY** | **Delivered as part of 18-25 Early Intervention** | **Delivered as part of Women’s Pathfinder WSA** |
| 1. **Early intervention and Prevention Pathway**   **(pre Statutory)** | **At Risk Of Offending** | * Accept self-referrals / referrals from other agencies/ police referrals for cases on voluntary basis * Undertake holistic assessment * Deliver direct support/ intervention (key work role) where needed in short term * Refer onto mainstream/ core/ specialist services * Co-ordinate multi-agency response where appropriate * Support in identifying lead agency * Support to avoid coming into contact with statutory services and transition back to core community services * Support transition into statutory services where this occurs |  |  |
| **Out of Court disposals (Diversion / Conditional Caution)** | * Provide advice and recommendations in collaboration with Police regarding diversion * Accept referrals from Police (individuals eligible for Diversion/Conditional Caution/support) * Undertake holistic assessment in custody suites * Deliver direct support/ intervention (key work role) to cases where decision is made to formally divert * Deliver tailored attitudes, thinking and behavioural programmes * Refer onto mainstream/ core/ specialist services * Co-ordinate multi-agency response where appropriate * Act as lead key working agency * Support to transition back into core community services * Liaison with Police re progress and completion of intervention |  |  |
| **Charged** | * Continue to work with those assessed as not suitable for diversion but processed through CJS (on voluntary basis) * Undertake cell sweeps and offer of support for those not eligible for diversion * Accept referrals from Police and undertake holistic assessment on cases at charge stage * Deliver direct support/ intervention (key work role) * Refer onto mainstream/ core/ specialist services * Co-ordinate multi-agency response where appropriate * Act as lead key working agency * Support transition through formal CJS route * Gather and update information and assessment to inform statutory services |  |  |
| 1. **Statutory Pathway** | **Pre-Sentence** | * Support transition through formal CJS route including support through Court processes if necessary (on voluntary basis) * Share information with statutory services (consent required) * Support co-ordination of multi-agency response (with statutory agency taking over the lead role) * Gather and update information and assessment to inform national probation service in preparing sentencing proposals * Continue to work with those that are not sentenced to statutory outcome following formal CJS route * Provide support for those on remand |  |  |
| **Community Sentence** | * Support transition through formal CJS route into statutory services * Share information with statutory services * Continue to provide community outreach support/ continuous key worker function for proportion of most complex/ vulnerable cases alongside statutory services * Support transition at end of statutory sentence if further support is needed (liaising with statutory services and reviewing assessments) |  |  |
| **Prison** | * Maintain contact and provide continuous key worker function for proportion of more complex/ vulnerable cases alongside statutory services |  |  |
| **Resettlement** | * Maintain contact and provide community outreach support/ continuous key worker for proportion of more complex/ vulnerable cases alongside statutory services * Support transition at end of statutory sentence if further support is needed (liaising with statutory services and reviewing assessments) |  |  |
| 1. **Reducing Re-offending Pathway** | **At Risk of Re-offending** | * Accept self-referrals/ referrals from other agencies including statutory on a voluntary basis * Undertake/ review holistic assessment * Deliver direct support/ intervention (key work role) where needed in short term * Refer onto mainstream/core/specialist services * Co-ordinate multi-agency response where appropriate * Support in identifying lead agency * Support to avoid coming into contact with statutory services and transition back to core community services * Support transition back into statutory services where this occurs |  |  |

**3. KEY AREA a) - ASSESSMENT**

3.1 All women (over 18) and young adults (18-25) who are arrested or a voluntary attendee and reside in the Gwent Police or South Wales Police force area shall be considered for referral by police to the Contractor for a holistic needs assessment (please see Service User Case Record - Appendix B). Service Users will need to agree to undertake risk screening and needs assessment and be willing to engage with such support. This will include those not eligible for diversion and being processed through the Criminal Justice System.

3.2 Women and young adults eligible for an out of court disposal (Diversion/ Conditional Caution) will be referred by police for assessment. Eligibility for both women and young adults for an out of court disposal will depend upon type of offence, previous offending behaviour and if they are willing to admit guilt (see Appendix A for an example of the eligibility criteria for the Women’s Pathfinder Diversion Scheme). This is an example eligibility criteria template and the Contractor shall be aware that the Commissioner may change this template in-line with policing policies and practice. The eligibility criteria shall be confirmed upon Contract award and shall form part of the Contract.

3.3 To undertake assessment of the potential Service User the Contractor shall have a minimum of 37 hours per week presence in all Premises listed in Part 24 (List of Premises) across and have well established links to local voluntary attendee centres.

3.4 The Contractor shall undertake police custody cell sweeps to identify those arrested who are not eligible for diversion but whom may benefit from support on a voluntary engagement basis. This can be in the form of signposting or referral into local services, although if longer term support is required, a full needs assessment should be undertaken.

3.5 As part of the WSA, women who are at risk of re-offending or coming to the end of a statutory order (community or custody), referrals can be made via several services including Police, Probation (National Probation Service or Community Rehabilitation Company), substance misuse services, health and the third sector to the Contractor.

3.6 The Contractor shall be responsible for undertaking and recording the assessment as part of the Service Users Case Record (as detailed in Appendix B).

3.7 When undertaking initial assessments in the Premises the Staff shall access to NICHE (or other equivalent Police system as directed by the Commissioner) information to contribute to their assessment (e.g. evidence of any Domestic Abuse (DA) incidents).

3.7 Following a successful assessment, the Contractor shall ensure that the Service User is required to sign a further Information and Consent Form prior to commencement of support either via the Diversion Scheme (if eligible) (as set out in Appendix C) or alongside the Criminal Justice process (pre-sentence) (as set out in Appendix D). The Staff shall be responsible for ensuring the appropriate form is signed and stored with the Case Record in accordance with paragraph 2.8.

3.8 If a Service User withdraws their consent to diversion following a successful assessment, Staff shall notify the custody officer who made the referral and the detainee shall then be processed in the normal manner. Offer of support or advice on how to access Services will still made available by the Contractor for those who choose to be processed via the usual Criminal Justice System route. This outcome shall be recorded as part of the Service User Record.

3.8 To allow the Contractor to undertake an initial assessment within the custody suite the Commissioner shall make IT, office space, necessary equipment and interview space available. Assessments for those who will go on and be charged can be undertaken in the custody suite or in any suitable external premises (which shall be the Contractor’s responsibility) as appropriate to the Service User’s needs.

3.9 Following an assessment (subject to the Information and Consent Form being signed) the Contractor shall make a recommendation on suitability of the Service User to the custody officer and provide any additional relevant information disclosed by the individual referred. The custody officer and Contractor shall discuss the case following which the custody officer shall make the ultimate decision as to whether a Service User is offered the Diversion Scheme as detailed in table 2,4 above or processed through the Criminal Justice System route, and shall record the decision as appropriate on police systems.

3.10 The information recorded in the assessment (as recorded in the Service User Case Record Appendix B) shall act as a working case record, allowing Staff to monitor progress and feed information into statutory assessments, such as Pre-Sentence reports as appropriate.

4. **KEY AREA b)- REFERRAL (TO OTHER SERVICES)**

4.1 Once an assessment has been completed, an individual package of support shall be developed to meet the needs of each individual Service User. As part of this referral there will be a need to refer onto mainstream/ core/specialist services where appropriate to address multiple/complex needs.

4.2 Service Users identified as part of cell sweeps and do not wish to undertake a full needs assessment, signposting and referrals should be made based on needs identified during engagement with the individual.

4.3 Staff shall attend Women’s Pathfinder Case Conferences and other multi-agency meetings (as required by the Authorised Officer) to discuss the needs of individual cases with the aim of sharing information on how best meet the needs of the Service User and potentially identifying additional support services. (Please see paragraph 2.10 for information regarding Information Consent).

4.4 Referrals into external services and those engaged via cell sweeps shall be recorded in the Service User Record.

4.5 In accordance with the Data Protection Legislation all non-statutory cases (e.g. risk of offending, Diversion Scheme, presentence) shall be made fully aware of referrals into external services (outside of the Contractor(s) organisation) and have given their consent for their details to be passed on for the purpose of accessing such support.

**5. KEY AREA c) -SUPPORT/INTERVENTION (DIRECT WORK)**

5.1 The Contractor shall deliver a case management model in line with the requirements of delivering a WSA and Early Intervention service (as outlined in table 1 after paragraph 2.2 of this specification). Once a Service User has provided consent to receive the Services, the Contractor shall deliver a case management model through emotional and practical one to one support alongside signposting/referring into partner agencies for intervention/support activity that will address the needs identified at the assessment stage.

5.2 The Contractor shall deliver a trauma informed approach[[5]](#footnote-5) , which shall include a case management approach and safety planning. Staff shall receive relevant training (to include but not be limited to, Dash Risk, youth worker support qualification, safeguarding, mental health awareness, Adverse Childhood Experiences (ACEs) awareness and Domestic Abuse Awareness) to support the needs of women and young adults who come into contact with the Criminal Justice System.

5.3 Service delivery shall be a **minimum** of 6 hours for each Service User. Support to the Service User can either be delivered as a group or one to one appointments depending on the Service Users’ needs. One full day of support can be delivered via an attitude, thinking and behavioural workshop. The Contractor shall tailor the workshops based on offence type and/or needs or the group, which would require ongoing monitoring of these trends as part of a wider performance monitoring which shall form part of the Contract Management and shall be discussed in Contract Management meetings (e.g. alcohol awareness for a cohort displaying a high prevalence for alcohol related needs/offending behaviour). These 6-hour programmes can be delivered alongside ongoing one to one support, depending on the needs of the Service User.

5.4 The Contractor shall have extensive knowledge of local services (e.g. statutory, local authority and Third Sector) in order to support relevant referrals/signposting based on individual needs and protected characteristics. Individual needs include the nine offending Pathways as referenced in the Corston report:

* Accommodation
* Education, training and employment
* Physical and mental health
* Drugs and alcohol
* Finance, benefits and debt
* Children, families and relationships
* Attitudes, thinking and behaviour
* Domestic and sexual abuse
* Sex working and prostitution

5.5 Following the initial assessment, it shall be the responsibility of the Contractor to deliver follow up interventions within the contract area (South Wales and/or Gwent) This includes delivery across all local authority areas, physical base and outreach support for those living in more isolated communities. The Commissioner shall not provide any resources or access at custody suites in relation to the delivery of the intervention stage.

**6 KEY AREA d) - COORDINATION (OF MULTI-AGENCY APPROACH)**

6.1 The Contractor shall co-ordinate a multi-agency response where and when appropriate when working with complex individuals with multiple needs. The Contractor will be expected to work in partnership with relevant projects and programmes such as the Offender Personality Disorder Pathway (OPDP) and the Early Action Together Programme to ensure approaches dovetail into one another and integrate as effectively as possible.

Further detail of how multi-agency activity will be coordinated through the Women’s Pathfinder WSA is detailed below.

**7 KEY AREA e) COORDINATION (OF MULTI-AGENCY APPROACH) (WOMEN’S PATHFINDER WSA ONLY)**

7.1 To ensure an effective, joined up approach across the model, coordination of activities shall be undertaken by local WSA Service Partnership Integration Coordinators employed by Her Majesty’s Prison and Probation Service (HMPPS). The Partnership Integration Coordinators shall work on an operational/agency level and be responsible for unblocking barriers/co-ordinating a problem-solving approach for complex cases and enabling the strategic vision from the ground level up.

7.2 Partnership Integration Coordinators will be deployed as part of the Service and support the Contractor by directly coordinating multi-agency activity by ensuring services are evidence based, best practice and interact effectively with the commissioned Service and other services. This includes coordinating local multi-agency case conference arrangements.

7.3 Partnership Integration Coordinator’s shall ensure coordination activity is in line with the needs of the Service Users. This will include sequencing of interventions, information sharing and development of referral pathways to wider support services.

7.4 The Contractor shall work with the Commissioner to develop the Partnership Integration Coordinator role to ensure the needs of local delivery are met.

**8. SUPPORT OF TRANSITION (BETWEEN DIFFERENT STAGES OF THE SYSTEM)**

8.1 The Contractor shall support Service Users transition into core/ mainstream community services. This shall include supporting individuals into and out of statutory services and working directly with individuals who are coming to the end of their statutory intervention (where needed).

**9. CONTRACT DELIVERY OUTCOMES**

9.1The aim of the Women’s Pathfinder and 18-25 Early Intervention is to ***reduce offending and reoffending in Wales*** by: ***‘Enabling women, young adults and children in Wales, to have opportunities, which empower them to live positive, independent, healthy lives’***.

9.2 To achieve these aims, this initiative shall achieve the following **specific outcomes for Service Users:**

* Better emotional and physical health and wellbeing;
* Strengthened positive relationships;
* Enhanced life skills;
* Increased safety.

Please see Part 10 Performance Criteria Schedule for individual KPI’s associated with each of these outcomes.

9.3 If the outcomes in 3.2 are achieved on the individual Service User level then there are expectations this will lead to **associated and desired outcomes for children, victims, the wider community and public services** including:

* Reduced incidence of Adverse Childhood Experiences (ACEs);
* Improved trauma informed responses to ACEs/ameliorating the impact of ACEs where they have occurred;
* Improved community cohesion and confidence;
* Reduced incidences of crime through reduced offending/ reoffending;
* Reduced demand on services including health and policing.

9.4 Outcomes for individual users shall be monitored as outlined in 11.2 and

reported as outlined in Part 10 Performance Criteria Schedule, point 1.6.

**10. SERVICE MODEL EVALUATION**

10.1 The Swansea University Evaluation Inventory has been developed for assessing services for women in the Criminal Justice System. This tool has been developed in line with the WSA Model and shall be used to assess the Service for women.

10.2 The Contractor shall not be responsible for delivering the above evaluation but shall contribute to any evaluation activity by:

* adhering to all responsibilities outlined in section 11 of this Specification; and
* ensuring Staff engage with any evaluation activity, including completing questionnaires and attending interviews.

10.3 The Contractor shall also be required to support any academic partner in arranging to interview a selection of Service Users (with their explicit consent) which shall be voluntary and optional on the part of the individual Service User. Support in this instance shall relate to arranging appointments and providing a location for the interview to take place. The core Women’s Pathfinder programme team will act as a point of contact for any evaluation activity if issues need to be raised.

10.4 The Contractor shall also provide information to the academic partner in relation to partners they are working with, including those who they accept and make referrals to. The academic partner will then assess which Service User will be interviewed as part of evaluation activity.

**11. MONITORING AND RECORDING**

11.1 The Contractor shall be responsible for completing and securely storing all recorded personnel data, contact details, assessments and personal action plans for every referral received in accordance with the Data Protection Legislation.

11.2 Alongside the Case Record, the Contractor shall use the Intermediate Outcomes Measurement Instrument (“IOMI”) as detailed within the below guidance, or other similar identified tool for, providing a ‘distance travelled’ measure for Service Users. Contractors shall document distance travelled during appointments to feed into personal action plans for the Service User. The personal action plan is an individual plan developed by the Contractor with the Service User to address criminogenic factors associated with offending behaviour and address the needs identified during the Holistic needs assessment detailed in Appendix B (Case Record). These will be reviewed and amended by the Contractor in line with the case management model.



11.3 The Contractor shall also complete an IOMI (or other similar identified tool as Approved by the Commissioner) where possible at point of exit in order to provide a final distance travelled measurement.

11.4 The Contractor shall record and store the completed needs assessments, distance travelled and case contact information on their own secure case management system. The Contractor shall complete the security questionnaire at Appendix E for Approval to ensure their system has the required level of security to store confidential data as required by the Commissioner.

11.5 The Contractor shall provide a Quarterly Performance Report as detailed in the Performance Criteria Schedule and Monitoring Schedule. The Quarterly Performance Report will provide detailed analysis around reporting requirement, Outcome Measures and KPI’s evidenced through data and case studies. For contract review meetings the Contractor will need to provide performance reports see Monitoring Schedule Updates on general progress shall be provided to the Commissioner as requested by the Authorised Officer.

11.6 The Recipient shall be responsible for monitoring the level of take-up for the service through the medium of Welsh and English and shall report to the Commissioner on a bi-annual basis by providing the following information in writing:

* The number of users requiring the service in Welsh and English;
* The percentage increase/decrease from the previous report;
* The allocation of staff to deliver the service in Welsh and English;
* Any changes in service made or anticipated by the Contractor as a consequence of the above and, if relevant, the timescale for their implementation;
* Any complaints of difficulties indicated by Service Users or staff of the Contractor in delivering the service in compliance with Welsh language obligations during the report period.

11.7 To enable the Contractor to access police information, Staff shall be successfully vetted and undergo relevant training on the NICHE (or equivalent) system prior to the use of any such systems. They will only require read only licences.

11.8 The Contractor shall be required to sign up to any relevant Information Sharing Protocol (ISP) which covers data sharing arrangements. This will include a WASPI compliant ISP which will be developed to cover the delivery of these services. These shall be agreed within 6 months of the Commencement Date. To ensure there is a joined-up approach, relevant information around support received and engagement shall be shared with Criminal Justice agencies. This includes providing information to National Probation Service to feed into pre-sentence reports to inform sentencing.

11.9 The decision to end engagement with a Service User shall be determined by the Contractor and/or the individual Service User and/or when there has been no contact by the Service User for 4 weeks, and the decision shall be clearly recorded. Reasons for the engagement ending may be positive (e.g. all needs met or completed all planned work) or negative (e.g. no contact made with participant).

11.10 The Contractor shall gather and report information to assist the Commissioner in developing an understanding of other cohorts that may be suitable for diversion schemes e.g. ex-service Personnel to inform future services required.

**Part 9.PRICING SCHEDULE**

LOT 1 - POLICE AND CRIME COMMISSONER FOR GWENT

This Schedule shall include a breakdown of all charges in providing the Service.

|  |  |  |  |
| --- | --- | --- | --- |
| **RESOURCE** | **Year 1** | **Year 2** | **Rationale** |
| **Key Workers - Women's Pathfinder WSA SCHEME** |  |  |  |
| **Key Workers - 18-25 Early Intervention** |  |  |  |
| **Administration** |  |  |  |
| **Team Managers** |  |  |  |
| **Other Costs** |  |  |  |
| **10% overheads** |  |  |  |

The all-inclusive Contract Price will be divided by 12 to make a fixed Monthly charge payable in accordance with clause C2 of the Terms and Conditions of Contract

LOT 2 - POLICE AND CRIME COMMISSONER FOR SOUTH WALES

This Schedule shall include a breakdown of all charges in providing the Service.

|  |  |  |  |
| --- | --- | --- | --- |
| **RESOURCE** | **Year 1** | **Year 2** | **Rationale** |
| **Key Workers - Women's Pathfinder WSA SCHEME** |  |  |  |
| **Key Workers - 18-25 Early Intervention** |  |  |  |
| **Administration** |  |  |  |
| **Team Managers** |  |  |  |
| **Other Costs** |  |  |  |
| **10% overheads** |  |  |  |

The all-inclusive Contract Price will be divided by 12 to make a fixed Monthly charge payable in accordance with clause C2 of the Terms and Conditions of Contract

**Part 10. PERFORMANCE CRITERIA SCHEDULE**

**1. Key Principles**

* 1. The Contractor shall deliver the outputs and outcomes required by this Schedule and described in Table 1 and 2.
  2. Table 3 details the Key Performance Indicators (“KPI’s”) for this Contract.
  3. Throughout the Contract Period, the Contractor shall have in place appropriate and robust systems and procedures to capture, analyse and report progress and performance against the outputs and outcomes.
  4. The Contractor shall undertake and participate in regular assessment and/or review of the quality of its Services, including responses from Service User who have engaged across the full range of Service provision, sharing the findings with the Commissioner.
  5. If requested to do so, the Contractor shall permit representatives of the Commissioner to have access to the Contractor’s premises for the purposes of inspecting records and other information held by the Contractor in relation to the Services.
  6. The reporting requirements for monitoring the required outputs at each key stage of the Service Delivery Model detailed in 2.3 of the Specification Schedule are outlined below in Table 1.

Table 1: Key Activities, Required Outputs and Reporting Requirements assigned to each activity

|  |  |  |
| --- | --- | --- |
| **Key Activities (see Specification )** | **Required Output** | **Reporting Requirements** |
| Undertake holistic needs **assessment** for all Service Users referred into the Service | Accept referrals from Police and other agencies | * Number of Police referrals into 18-25 Early Intervention and Women’s Pathfinder * Number of self-referrals into 18-25 Early Intervention and Women’s Pathfinder * Number of other referrals into 18-25 Early Intervention and Women Pathfinder * Details of referrals by crime type and vulnerability marker |
| Interview and Needs assessment | * Number and proportion of referrals that complete full needs assessment * Number and proportion of referrals that do not complete needs assessment –with reasons * Average time between referral and interview (aim for 48-72 hours) |
| Diverted / accepted onto the scheme (Out of Court Disposal) | * Number of cases accepted on to scheme from referrals * Number of referrals who undertake full needs assessment but not accepted on to scheme from referral – with reasons |
| Cell sweeps | * Number of cell sweeps undertaken * Type of interactions (assessment / signposting) |
| Make onward **referrals** to mainstream/other third sector services as required | Identify referral pathways | * Details of agencies engaged with (referral pathways and sector) |
| Consent from Service User to share information | * Number of information consent forms signed for the purpose of an onward referral |
| Onward referral | * Number of referrals * Breakdown of referral pathways |
| Signposting | * Number of cases signposted onto relevant services - with   breakdown of signposting pathways |
| Monitor onward referrals | * Number that attended appointment for onward referral * Reasons for exit from onward referrals (where information is available) |
| Deliver direct **Support/interventions** in working with those referred into the Services | 1-2-1 Support sessions | * Numbers of cases assessed as requiring 1-2-1 support * Number of cases which received 1-2-1 support * Average number of hours worked with each case * Average length of time cases open * Average case load per full time staff member |
| Interventions Delivered | * Number of interventions delivered – by type of intervention and type of referral (voluntary/ diversion/statutory) * Number of cases attended intervention * Number of cases who didn’t attend intervention – with reason for non-attendance |
| Deliver Workshops | * Number of workshops delivered – by type of workshop and type of referral (voluntary/diversion/ statutory) * Average numbers of cases attending each workshop |
| **Coordination** of Multi Agency arrangements (supporting Multi Agency Coordinator posts (hosted by HMPPS) aligned to the commissioned Service as detailed in section 7 of the Specification)  *(Please note the HMPPS posts are not part of the bid but the Contractor shall be required to work with them)* | Police Briefings / communications | * Number of engagement sessions delivered with police – by type |
| Staff presence in police custody suites | * Number of Staff working from each Premises * Number of hours cover at custody suites |
| Multi agency meetings | * Number of multi-agency meetings which took place * Number of multi-agency meetings which were attended * Number of multi-agency meetings not attended – with reason for non-attendance |
| Presentation/briefings to wider partnership (e.g. Local Authority services, Third Sector) | * Number of presentations / briefings provided to wider partnership * Details of engagement undertaken with wider partnership |
| Supporting **transition** of Service Users between different stages of the Criminal Justice System | Communication with Sentencers (Services to be working towards impacting on reduction in use of short term custody/remand and improved use of community sentences | * Details of information provided to support Pre Sentence Report (inform sentencing) * Type of engagement with sentencers/judiciary (improving awareness of community alternatives) * Sentencing outcomes |
| Reviewed needs assessment | * Average number of needs from initial assessment to transition/exit * Proportion of assessments shared with statutory services |
| Record of Services Users who have exited the scheme | * Reasons for exit (positive and negative) |

* 1. A range of Measures for monitoring the progress and performance of achieving the Outcomes detailed in paragraph 9.2 of the Specification shall be agreed by the Commissioner upon commencement of the Contract and where required replacements and/or additions will be discussed with the Contractor.
  2. The Contractor shall use tools including Outcome measurement tools (as set out in paragraph 11.2 of the Specification) and case studies to evidence performance against Outcome measures as further detailed below.

Table 2: Outcomes and associated measures

|  |  |
| --- | --- |
| **Outcomes** | **Outcome Measures** |
| **Better emotional and physical health and well-being** | * Ability to manage physical health * Ability to manage emotional and mental health * How positive the service user feels about the future * Level of confidence and self esteem |
| **Strengthen positive relationships** | * Understanding of healthy relationships * Confidence in accessing sources of support * Number of supportive relationships |
| **Increased safety** | * Level of physical safety felt by Service User * Level of emotional safety felt by Service User * Level of vulnerability * How able the Service User can safely plan |
| **Enhanced life skills** | * Ability to set and achieve goals and changes * Awareness of support services available * Ability to cope with difficult experiences * Level of ability to solve problems * Level of understanding of choices and their consequences * Level of reliance on negative coping strategies * Desistance from offending |

* 1. Any baseline figures, where relevant, for the above reporting requirements and outcome measures shall be agreed between the Commissioner and the Contractor at commencement of the Contract.
  2. For each activity highlighted in Table 3 below there will be an indicator with a required standard of performance.

Table 3: Indicators with required standard of performance

|  |  |
| --- | --- |
| **Title of KPI** | **Required Standard of Performance** |
| Proportion of referrals that complete a full non- statutory need assessment (Diversion) | No less than 70% of total quarterly referrals. |
| Proportion of referrals that complete full non-statutory needs assessment (not eligible for Diversion) | **50%** |
| Proportion of referrals referred into partnership third sector/ wider support services | **50%** |
| Proportion of referrals that completed full assessment engaged for at least 6 hours (through one to one support or group workshops/interventions) | **70%** |
| Contractor presence for 37 hours a week in each custody suite. | **100 %** |
| Proportion of case details (from the Case Record) of referrals recorded via the Contractor’s case management system, including reason for exit from Service (positive and negative) | **100%** |

**Service Rectification Plan**

1.10 Each of the reporting requirements and outcome measurements and KPI’S outlined in table 1, 2 and 3 shall be measured on a quarterly basis and accordingly relate to the standard of performance that is required, in respect of the relevant tasks or activities, over any one quarter.

1.11 Where, in the reasonable opinion of the Authorised Officer, the Quarterly Performance Report demonstrates that the Reporting Requirements, Outcome Measures and KPI’s have not been met, then the Commissioner may request that the Contractor shall prepare a formal written rectification plan (“Service Rectification Plan”) to satisfy the Commissioner that the Contractor is taking, or will imminently take, all necessary steps to improve future performance and minimise the risk of repeated poor performance.

1.12 The Service Rectification Plan shall as a minimum contain the following information:

1. identification of the scale of the problem and the steps that the Contractor proposes to take, or is taking, to rectify its performance including all failures to perform the Services in accordance with the KPI’s; and
2. a statement as to how success in implementing the Service Rectification Plan will be measured; and
3. a statement as to the timescales within which the Service Rectification Plan will be implemented; and
4. such other information as may be reasonably required by the Authorised Officer.

1.13 The Service Rectification Plan shall be signed by the Contract Manager and submitted to the Commissioner for Approval by no later than 17:00 on the fifth Working Day following (but excluding) the day of submission of the Quarterly Performance Report .

1.14 The Commissioner shall give its Approval or (if not approved) any comments on the Service Rectification Plan as soon as reasonably practicable and in any event within 10 Working Days from and including the date of its submission. Failure to respond shall be deemed Approval. Where the Commissioner decides not to approve the Service Rectification Plan, the Contractor shall make such amendments to the Service Rectification Plan as may reasonably be required by the Commissioner and shall re-submit the Service Rectification Plan for Approval within 5 Working Days from and including the date upon which the Commissioner notifies its request.

1.15 If the Contractor fails to fully implement the Service Rectification Plan in accordance with its terms (including timescales) then without prejudice to any other right or remedy the Commissioner may have, the Commissioner may treat such failure as a material breach of the Contract that is incapable of remedy and that accordingly provides grounds under clause H2 of the Contract for the Commissioner to terminate the Contract with immediate effect on giving notice to the Contractor.

**Part 11 MONITORING SCHEDULE**

* 1. The Contractor shall provide the Quarterly Performance Report in a format agreed between the Parties within 10 Working Days after the end of each quarter from the Commencement Date.
  2. The Quarterly Performance Report, the Contractor shall provide qualitative and quantitative performance data and narrative information to demonstrate the below:
     1. Performance against Reporting Requirements, Outcome Measurements and KPI Outputs (as detailed in tables 1, 2 and 3 of the Performance Criteria Schedule)
     2. Level and quality of Service provided
     3. Spend against Contract Price and value for money
     4. Challenges, successes and learning
     5. Appropriate management of risk
     6. Compliance against Terms and Conditions of Contract, including, but not limited to, clauses B3.6 and D7.4
     7. Any other pertinent issues that require highlighting or discussion.
  3. In addition, reviews of quality assurance, value for money, Contract governance, Service development and risk management, will be undertaken through performance reports and review meetings, as well as audit of the Contractor’s records, procedures, policies, plans and any other documentation or evidence deemed appropriate by the Commissioner, as required.
  4. The Contractor shall promptly provide any additional information and/or supporting documentation such as records, risk assessments, policies, procedure, plans (e.g. workforce development, Service improvement/development), quality assessments, additional management information, that the Commissioner may reasonably request from time to time.

1.5 The Commissioner and the Contractor shall meet formally on a quarterly basis,(“Quarterly Service Review”) in order to review Quarterly Performance Report and monitor Service delivery and compliance with the KPI’s. The meetings will afford both parties the opportunity to raise issues for discussion or clarification and provide feedback. There shall also be on-going open discussions between the Commissioner and Contractor to ensure effective delivery of the Services.

1.6 Frequency of Quarterly Performance Reports and Quarterly Service Review meetings will be reviewed after the first Year of operational activity. During the mobilisation and implementation phase of the Contract the Commissioner may request more frequent engagement with the Contractor.

1.7 The Contractor shall escalate all urgent risks (such as an identified risk of domestic violence to the female) as they occur and shall not wait until the Quarterly Performance Report or the Quarterly Service Review meeting.

**Part 12. COMMERCIALLY SENSITIVE INFORMATION SCHEDULE**

To be completed following Contract award

**Part 13 . DATA PROTECTION SCHEDULE**

**Completed with Tender Response.**

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the processing | *[This should be a high level, short description of what the processing is about i.e. its subject matter]* |
| Duration of the processing | *[Clearly set out the duration of the processing including dates]* |
| Nature and purposes of the processing | *[Please be as specific as possible, but make sure that you cover all intended purposes.*  *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include, by way of examples only: employment processing, statutory obligation, recruitment assessment etc.]* |
| Type of Personal Data | *[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]* |
| Categories of Data Subject | *[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]* |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | *[Describe how long the data will be retained for, how it be returned or destroyed]* |

**Part 14 EXIT STRATEGY**

An Exit Strategy will be prepared by the Contractor within the first 6 months of the Contract Period and is subject to the Approval of the Commissioner.

The Exit Strategy shall ensure a smooth closure or transition of the availability of the Services from the Contractor to a replacement contractor at the termination or expiry of this Contract, howsoever arising.

The Exit Strategy shall include, as a minimum, details of the Contractor’s obligations to:

* provide comprehensive proposals for the activities required on exit;
* outline relevant responsibilities on exit;
* detail a plan for provision of support/transfer post exit, including a requirement to work alongside any new provider to ensure Service Users do not experience disruption to the Service;
* Address any day to day business issues including (but not limited to) any Confidential Information, Premises passes, housekeeping and return of any Force assets.

**Part 15. Certificate as to Collusive Tendering**

The essence of selective tendering is that the Commissioner shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/we certify that this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender to the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

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

a communicate to a person other than the Commissioner the amount or the approximate amount of my proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or

b enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;

c offer or agree to any or give or pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or have done or causing or have caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

**Part 16. Certificate as to Canvassing**

To: THE POLICE AND CRIME COMMISSIONER GWENT

The POLICE AND CRIME COMMISSIONER FOR GWENT (hereinafter called ‘the Commissioner ’)

I hereby certify that I have not canvassed or solicited any Member, Officer or employee of the Commissioner in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I further hereby undertake that I will not in the future canvass or solicit any Member Officer or employee of the Commissioner in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me or acting on my behalf will do any such act.

Part 17. Certificate of Undertaking

**17.1 CONSORTIUM**

I/We do hereby certify that:-

(a) The Consortium’s tender is bona fide and intended to be competitive.

(b) The Consortium has not entered into any agreement with any person outside the Consortium with the aim of preventing tenders being made, or asked the amount of another tender, or the conditions on which the tender is made.

(c) The Consortium has not informed any person outside the Consortium other than the person calling for the tenders the amount or approximate amount of the tender except where the disclosure in confidence of the appropriate amount of the tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender.

(d) The Consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the Consortium of the amount or the approximate amount of any rival tender for the Contract.

I/We further undertake that the Consortium will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

**17.2 SINGLE BODY TENDERING**

I/We do hereby certify that:-

(a) My/our tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

(b) I/We have not indicated to any person other than the person calling for the tender the amount or approximate amount of the proposed tender except where the disclosure in confidence of the approximate amount of the tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender.

(c) I/We have not entered into any agreement or arrangement with any other person that they shall refrain from tendering or asked the amount of any tender to be submitted.

(d) I/We have not offered to pay or give or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the nature specified and described above.

I/We further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

**Part 18. Confidentiality Agreement**

THIS AGREEMENT is made, the day of 2019

BETWEEN:

**1) THE POLICE AND CRIME COMMISSIONER FOR GWENT** of Police Headquarters, Turnpike Road, Croesyceiliog, Cwmbran, NP44 2XJ of the one part (the “Commissioner”); and

**2) [insert name of Company]** (including Company Registration Number where applicable) of [INSERT ADDRESS OF COMPANY] of the other part (the “Company”).

BACKGROUND

A. The Commissioner is inviting competitive tenders for the execution of a Women’s Pathfinder Whole System Approach Service Delivery Model and 18-25 Early Intervention Service (the “Service’).

B. The Company is one of a number of parties to have been invited to submit tenders for the Service.

C. The Company has sought workforce information from the Office of the Commissioner in respect of those presently engaged in the provision of the Service in order to enable the Company to consider the formulation of the terms of its tender for the Service (the “Purpose”).

D. The Commissioner has agreed to provide the information detailed in the Schedule hereto (the “Specified Information’) in accordance with the terms of this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Confidentiality obligations
   1. In return for the Commissioner making the Specified Information available to the Company, the Company undertakes to the Commissioner that it shall:
      1. keep the Specified Information secret and confidential;
      2. not use or exploit the Specified Information in any way except for the Purpose;
      3. not directly or indirectly disclose or make available any Specified Information in whole or in part to any person, except as expressly permitted by, and in accordance with this Agreement;
      4. not copy, reduce to writing or otherwise record the Specified Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Commissioner;
      5. not use, reproduce, transform or store the Specified Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business;
      6. apply the same security measures and degree of care to the Specified Information as the Company applies to its own confidential information, which the Company warrants as providing adequate protection from unauthorised disclosure, copying or use;
      7. ensure that any document or other records containing Confidential Information shall be kept at its premises and shall not remove or allow those documents and records to be moved from those premises;
      8. act in good faith at all times in relation to the Specified Information.
   2. The Company shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Commissioner from time to time) to safeguard the Specified Information and any confidential information from unauthorised access or use.
2. Permitted disclosure
   1. Notwithstanding clause 1.1 the Company may disclose the Specified Information to its officers, employees, servants, agents or other person under its direction and control (the “Representatives”), who are bound by a written agreement to protect the confidentiality of the Specified Information and to comply with the terms of this Agreement.
   2. The Company shall be liable for the actions or omissions of the Representatives, in relation to the Confidential Information as if they were the actions or omissions of the Company.
3. Return or destruction of Specified Information
   1. If so requested by the Commissioner at any time by notice in writing to the Company, the Company shall promptly:
      1. destroy or return to the Commissioner all documents and materials (and any copies) containing, reflecting, incorporating or based on the Commissioner's Specified Information;
      2. erase all the Specified Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
      3. erase all the Specified Information which is stored in electronic form on systems and data storage services provided by third parties; and
      4. certify in writing to the Commissioner that it has complied with the requirements of this clause 3.1.
   2. Nothing in clause 3.1 shall require the Company to return or destroy any documents and materials containing or based on the Specified Information that the Company is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Company pursuant to this clause 3.2.
4. Acknowledgement
   1. All rights in the Specified Information are reserved. The disclosure of Specified Information by the Commissioner to the Company does not give the Company or any other person any licence or other right in respect of any Specified Information beyond the rights expressly set out in this Agreement.
   2. The Company acknowledges that the Specified Information has been obtained from the current service provider and the Commissioner makes no express or implied warranty or representation concerning its Specified Information, including but not limited to the accuracy or completeness of the Specified Information nor shall the Commissioner be liable for any loss suffered as a result of the Company’s use thereof.
   3. The disclosure of Specified Information by the Commissioner shall not form any offer by, or representation or warranty on the part of, the Commissioner to enter into any further agreement with the Company.
5. Inadequacy of damages
   1. Without prejudice to any other rights or remedies that the Commissioner may have, the Company acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement. Accordingly, the Commissioner shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement by the Company.
   2. The Company agrees to indemnify and keep indemnified the Commissioner from and against any and all loss, damage or liability suffered and legal fees and costs incurred by the Commissioner resulting from a breach of this Agreement by the Company including, but not limited to, any act, neglect or default of the Company’s employees or agents and/or breaches in respect of any matter arising under this Agreement resulting in any successful claim by any third party.
6. No obligation to continue discussions
   1. Nothing in this Agreement shall impose an obligation on the Commissioner to continue discussions or negotiations in connection with the Purpose, or an obligation on the Commissioner to disclose any information (whether Confidential Information or otherwise) to the Company.
   2. In the event of a breach by the Company of this Agreement then any tender submitted by it for the Services shall be invalid and of no effect.
7. Ending discussions and duration of confidentiality obligations
   1. If the Commissioner decides not to continue to be involved in the Purpose with the Company, it shall notify the Company in writing immediately.
   2. Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 7.1, each party's obligations under this Agreement shall continue in full force and effect for a period of two years from the date of this Agreement.
   3. The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.
8. No partnership or agency
   1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
   2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

SCHEDULE – THE SPECIFIED INFORMATION

**Staffing Information**: in relation to all persons engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list in particular, but not necessarily restricted to, the following:

* + - * 1. their ages, dates of commencement of employment or engagement and gender;
        2. those particulars of employment that an employer is obliged to give the Employee under section 1 of the Employment Rights Act 1996;
        3. their job titles and the qualifications required for each position;
        4. details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
        5. the identity of their employer or relevant contracting party;
        6. their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
        7. the current wages, salaries (including holiday pay), pay interval, agreed pay settlements or structures (most recent pay review), overtime, profit sharing, incentive and bonus arrangements applicable to them and how they are calculated;
        8. details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and Commissioner car schemes applicable to them;
        9. any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
        10. details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work;
        11. copies of all relevant documents, polices and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals)
        12. details of any disciplinary procedure taken in respect of such individuals;
        13. any grievances raised by any such individual or group of individuals within the previous two years;
        14. information about any court or tribunal case, claim or action either brought by the employee within the previous two years or where the Contractor has reasonable grounds to believe the member of staff may bring arising out of their employment with the Contractor;
        15. information about any collective agreement which will have effect after the Relevant Transfer Date in relation to any Staff pursuant to regulation 5(a) of the Employment Regulations.
        16. Any other information required under Regulation 11 of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

IN WITNESS WHEREOF the Parties have entered into this Agreement the day and the year first before written:

SIGNED BY:

For and on behalf of the

Police and Crime Commissioner for Gwent

In the presence of:

1. (Company Signature)

SIGNED BY:

Company Director/Secretary

For and on behalf of [Company]

Company Director/Secretary

For and on behalf of [Company]

**Part 19. Security Requirements**

**1. General**

* 1. The Contractor shall ensure where applicable, and unless otherwise agreed between the parties, Staff comply with:

1. the Code of Practice on the Management of Police Information (July 2005);
2. the Police ICT Community Code of Connection (2013);
3. the Government Protective Marking Scheme (GPMS);
4. the Government Security Classification (GSC);
5. the Force Information Security Policy (FISP);
6. the Force Information Assurance Guidance;
7. CESG Good Practice Guides
8. HMG IA Standards;

copies of which are available upon request from the Authorised Officer.

**2. Security Incident Management and Reporting**

2.1      The Contractor shall appoint a named individual to liaise with the Commissioner on all matters related to security and DPA issues and shall advise the Commissioner should another person be appointed to undertake that role.

2.2      The Contractor shall report, without unreasonable delay, any loss of records, documents, discs, tapes, equipment, or other items within its care or custody containing information relating to the Service and/or belonging to the Commissioner. The Contractor shall likewise report any other loss or damage to any other assets of the Commissioner within its care or custody. This should be reported to the Authorised Officer.

2.3      The Contractor shall report, in appropriate detail and without undue delay, any security incident, or suspected security incident (including loss of integrity or availability) involving information relating to the Service and/or belonging to the Commissioner under the management and control of the Contractor; or any weakness in computer systems or procedures identified by the Contractor which might give rise to such an incident. Both parties hereby agree that the information and related reports provided about such incidents shall be protected on a need-to-know basis, and the documentation of these matters shall be protected against unauthorised disclosure.

2.4      The Contractor shall, in the case of a security incident or suspected security incident, take such reasonable action as the Contractor may consider necessary, or as is reasonably required by the Commissioner, having regard to all the circumstances, to contain the incident or reduce the impact of the incident. The Contractor shall take reasonable steps to avoid the destruction of any evidence that might assist in any subsequent investigation.

**Part 20. The Contractor’s Response**

The Contractor shall hereby reaffirm that the information submitted in the Tender Response, recorded on the etendering website is still current and there have been no significant changes to the company’s status.

The Contractor acknowledges that the information supplied in the ITT on the etendering system forms part of this Contract.

The Contractors response (code ITT\_72174) is accessible on the etendering website <https://etenderwales.bravosolution.co.uk>. Please contact the Procurement Department at Gwent Police for access to this website.

Signed (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Status \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Status \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PART 21 - APPENDIX A - DIVERSIONARY SCHEME ELIGIBILITY**



**PART 22 - APPENDIX B CASE RECORD**



**PART 23 - APPENDIX C - Diversion Information Consent Form**



**PART 24 APPENDIX D – VOLUNTARY REFERRAL TRANSFER OF INFORMATION**



**PART 25 - Appendix E –Example Security Questionnaire**



You may be required to complete this or a similar document for our security questionnaire.

**PART 26 - LIST OF PREMISES**

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| **GWENT PREMISES** | **ADDRESS** |
| NEWPORT CENTRAL | Cardiff Rd, Newport NP20 2EH |
| YSTRAD MYNACH | Caerphilly Road, Ystrad Mynach, South Wales CF82 7EP |
|  |  |
| **SOUTH WALES PREMISES** | **ADDRESS** |
| BRIDGEND | Queens Road, Bridgend Industrial Estate, CF31 3UT |
| CARDIFF BAY | James Street, Cardiff Bay , CF10 5EW |
| SWANSEA | Swansea Central Police Station. Grove Place, Swansea. SA1 5EA |
| MERTHYR | Rhydycar Business Park, Merthyr Tydfil. CF48 1DL |

1. At inception the Pathfinder was led by the then National Offender Management Service (NOMS) which has since been superseded by Her Majesty’s Prisons and Probation Service [↑](#footnote-ref-1)
2. Based on actual number diverted over a two-year period [↑](#footnote-ref-2)
3. Based on average provided by South Wales figures [↑](#footnote-ref-3)
4. Former Commissioner for Children (2008 – 2015), Wales member of the Youth Justice Board for England and Wales and Interim Chair of the Youth Work Board (2018) [↑](#footnote-ref-4)
5. According to the concept of a trauma-informed approach, “A program, organization, or system that is trauma-informed:

   1. *Realizes* the widespread impact of trauma and understands potential paths for recovery;
   2. *Recognizes* the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
   3. *Responds* by fully integrating knowledge about trauma into policies, procedures, and practices; and
   4. Seeks to actively resist *re-traumatization*."

   A trauma-informed approach can be implemented in any type of service setting or organization and is distinct from trauma-specific interventions or treatments that are designed specifically to address the consequences of trauma and to facilitate healing. - <https://www.mentalhealth.org/get-help/trauma> [↑](#footnote-ref-5)