



Response Date:04/08/2026

2026/730 - Immersive Visualisation, Simulation and Projection Systems

In response to your recent request for information regarding;

Under the Freedom of Information Act 2000, please provide details of any immersive visualisation, immersive learning, immersive training, immersive simulation or panoramic projection systems purchased, leased, commissioned or installed by your organisation between 1 January 2020 and today's date.

This includes, but is not limited to:

Immersive classrooms

Immersive rooms

Projection domes

Cylindrical projection systems

CAVE (Cave Automatic Virtual Environment) systems

XR, VR or MR rooms

180°, 270° or 360° projection environments

Interactive immersive spaces

Simulation suites

Decision theatres

For each installation, please provide:

Name of the supplier awarded the contract.

ACTRA-AI + Critical Simulations Ltd

Manufacturer or product brand supplied.

ACTRA-AI + HYDRA Foundation

Brief description of the system.

Simulation to enable officers to take part in realistic interview role-plays on the ACTR-AI platform. The platform will assess these interviews and provide consistent, objective feedback informed by best practice

Hydra training is an immersive simulation program used by police and emergency services to practice decision-making and manage complex critical incidents in a safe, controlled environment.

Department, faculty, school or business unit using the system.

Crime Services / NWP at FHQ

Date of contract award. Initially Free a test and trial / 18/02/2018

Date of installation or commissioning. Initially Free a test and trial / during 2018 upgraded 2024.

Total contract value (excluding VAT where possible). Initially Free a test and trial / Average of £7000 a year

Procurement route used (Open Tender, Framework Agreement, Mini Competition, Direct Award, Quotation, etc.). N/A Initially Free a test and trial / Open tender

Name of the procurement framework used (if applicable).

Contract or tender reference number. N/A Initially Free a test and trial / NWP.47028

**Whether there is an ongoing maintenance or support contract and, if so, its expiry date.
Copies of any publicly releasable tender specification, statement of requirements or contract
award notice relating to the procurement.**

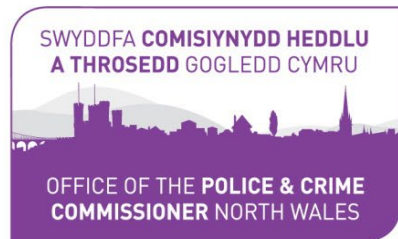
Initially Free a test and trial / Support Contract

Please see attached.

THIS INFORMATION HAS BEEN PROVIDED IN RESPONSE TO A REQUEST
UNDER THE FREEDOM OF INFORMATION ACT 2000, AND IS CORRECT AS AT 28/07/2026



**HEDDLU
GOGLEDD CYMRU
NORTH WALES
POLICE**



COMMERCIAL

TENDER DOCUMENTS

FOR THE SUPPLY AND DELIVERY OF AN

OCCUPATIONAL HEALTH ELECTRONIC

RECORDS SYSTEM

TO

**THE POLICE AND CRIME COMMISSIONER
FOR NORTH WALES**

CONTRACT REFERENCE: NWP.

Contract Period

1st April 2021 for 3 years, with the option of being extended for the life of the softwear.

SECTION 1A AND 1B

Please note that this document and all your responses are subject to Freedom of Information disclosure.

gwneud Gogledd Cymru'r lle **mwyafr diogel** yn y DU
making North Wales the **safest** place in the UK

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TABLE OF CONTENTS

SECTION 1A – FOR INFORMATION 7

1.	INTRODUCTION	7
2.	INSTRUCTIONS TO TENDERER	10
3.	COMMUNICATIONS AND ENQUIRIES	12
4.	INSTRUCTIONS FOR COMPLETION AND SUBMISSION	13
5.	CONTRACT AWARD CRITERIA AND EVALUATION GUIDANCE	14
6.	SECURITY ASPECTS FOR EXTERNAL CONTRACTORS	19
7.	DATA PROTECTION	23
8.	CONTRACTORS AND SUB-CONTRACTORS APPROVAL TO WORK ON THIS CONTRACT	26
9.	STANDARDS OF PROFESSIONAL BEHAVIOUR EXPECTED	28
11.	PRIVACY NOTICE	32
12.	MODERN SLAVERY STATEMENT	42
13.	SOCIAL VALUE GUIDANCE	44

SECTION 1B - TERMS AND CONDITIONS OF CONTRACT..... 46

1.	INTRODUCTION	46
2.	DEFINITIONS	46
3.	PCC'S OBLIGATIONS.....	47
4.	ENTIRE AGREEMENT	47
5.	SUFFICIENCY OF INFORMATION	47
6.	SCOPE OF AGREEMENT	48
7.	SPECIFICATION	48
8.	PURCHASE FROM AN ALTERNATIVE SUPPLIER	48
9.	WAIVER	49
10.	VARIATIONS.....	49
11.	PRICE	50
12.	PAYMENT AND TAX	52
13.	FEES AND EXPENSES	52
14.	RECOVERY OF SUMS DUE	52
15.	PRICE ADJUSTMENT ON EXTENSION	53
16.	MONITORING OF PERFORMANCE	53
17.	CONTRACT PERFORMANCE	54
18.	STANDARD OF THE WORKS	54
19.	MANNER OF CARRYING OUT INSTALLATION WORK	55
20.	PROPERTY.....	56
21.	QUANTITIES.....	57
22.	PROGRESS REPORTS	57
23.	LICENCES AND PERMITS	57
24.	LIENS.....	58
25.	NOTICES.....	58
26.	MISTAKES IN INFORMATION	59
27.	CONFLICTS OF INTEREST.....	60
28.	PREVENTION OF CORRUPTION, FRAUD AND CARTELS	60
29.	RELEVANT EMPLOYEES.....	61
30.	CANVASSING	62
31.	SUB-CONTRACTING	63
32.	ASSIGNMENT AND SUB-CONTRACTING	63
33.	CONTRACTOR'S DUTIES TO EMPLOYEES	63

34.	PERSONNEL	64
35.	THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	64
36.	TUPE	65
37.	ENVIRONMENTAL REQUIREMENTS	65
38.	HEALTH AND SAFETY	65
39.	PREMISES	67
40.	COMPLIANCE WITH LEGISLATION	67
41.	CONTRACTOR'S STATUS	67
42.	HUMAN RIGHTS.....	68
43.	DATA PROTECTION ACT	68
44.	CONFIDENTIALITY AND SECURITY OF CONFIDENTIAL INFORMATION	70
45.	FREEDOM OF INFORMATION ACT 2000.....	73
46.	TRANSPARENCY AND DISCLOSURE	74
47.	WELSH LANGUAGE	75
48.	CONTRACT TO REMAIN IN FORCE	75
49.	INVALIDITY AND SEVERABILITY.....	75
50.	PUBLICITY	76
51.	COPYRIGHT.....	76
52.	INTELLECTUAL PROPERTY RIGHTS	77
53.	PATENTS	78
54.	FREE-ISSUE MATERIALS	78
55.	AUDIT	78
56.	BUSINESS CONTINUITY	79
57.	DISRUPTION	79
58.	FORCE MAJEURE.....	79
59.	NOVATION.....	82
60.	INDEMNITY AND INSURANCE	82
61.	PROFESSIONAL INDEMNITY.....	84
62.	WARRANTIES AND REPRESENTATIONS	84
63.	CONSEQUENTIAL LOSS	85
64.	TERMINATION	85
65.	TERMINATION ON DEFAULT	87
66.	BREAK	87
67.	BREACH OF CONTRACT	87
68.	CONSEQUENCES OF TERMINATION.....	88
69.	RECOVERY UPON TERMINATION	89
70.	GOVERNING LAW	90
71.	DISPUTE RESOLUTION	90
72.	WRITTEN AGREEMENTS	92
73.	INTERPRETATION OF CONTRACT	92
74.	OBSERVANCE OF STATUTORY REQUIREMENTS.....	92
75.	DESIGNATED REPRESENTATIVES	93
76.	MODERN SLAVERY ACT 2015 ("MSA 2015")	94
77.	GOODS	96
78.	DELIVERY	96
79.	RISK AND OWNERSHIP.....	97
80.	NON DELIVERY	97
81.	INSPECTION, REJECTION AND GUARANTEE.....	98
82.	LABELLING AND PACKAGING	99
83.	TRAINING.....	99
84.	INSPECTION BY AUTHORISED REPRESENTATIVE.....	100
85.	MANNER OF CARRYING OUT THE SERVICE	100
86.	FLEXIBILITY OF SERVICE PROVISION	101

87.	THE SERVICE	102
88.	TIME OF PERFORMANCE	102
89.	ACCEPTANCE	102
90.	APPROVALS	102
91.	EQUIPMENT	103
92.	ACKNOWLEDGEMENTS ON DOCUMENTS	104
DEFINITIONS		105

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SECTION 1A – FOR INFORMATION

1. INTRODUCTION

- 1.1 North Wales Police covers the whole of North Wales, including the counties of Isle of Anglesey, Gwynedd, Conwy, Denbighshire, Flintshire and Wrexham. The area is mostly rural and includes the Snowdonia National Park.
- 1.2 North Wales also has a vast coastal area, around Anglesey, the Llyn Peninsula and the north coast of Wales. Serving a population of 687,800 people, it has around 1,450 police officers and 250 police community support officers along with 800 staff.
- 1.3 The headquarters are in Colwyn Bay, with divisional headquarters in St Asaph, Caernarfon and Wrexham.
- 1.4 North Wales Police is led by Chief Constable Carl Foulkes , Deputy Chief Constable Richard Debicki, Assistant Chief Constable Sacha Hatchett and Seb Philips, Director of Finance and Resources.
- 1.5 Office of the Police and Crime Commissioner is led by Arfon Jones Police and Crime Commissioner, supported by Stephen Hughes, Chief Executive and Kate Jackson, Chief Finance Officer
- 1.6 North Wales Police is fully supportive of all aspects of diversity including ethnicity, race, religion, age, gender, disability and sexual orientation. In this respect, police forces welcome expressions of interest from the ethnic minority, disabled and other diverse business communities and the voluntary sector. In relation to the Welsh Language Act, should a supplier prefer to correspond in the Welsh language this can be arranged; any tender or associated documents submitted in the Welsh language will be treated no less favourably than those submitted in English.
- 1.7 North Wales Police is committed to the Public Services (Social/value) Act 2012 , the Well-Being of Future Generation (Wales) Act 2015 and the Modern Slavery Act 2015, ensuring that the Social, economic and environmental issues are considered at all times. The aim is to create a sustainable and safer community to build a stronger economy reduce energy consumption and waste as well as to create a vibrant and responsible North Wales.
- 1.8 North Wales Police has adopted the Welsh Government's Code of Practice on Ethical Procurement in Supply Chains. This is designed to ensure that high-quality public services are delivered throughout Wales by a workforce that is treated legally, fairly and safely, and is

well-rewarded. Tenders shall comply with the Modern Slavery Statement as Published on the Forces and the Commissioners Web page.

- 1.9 North Wales Police has identified that the scope of this procurement may fall within a business sector which may be attractive to infiltration by Organised Crime Groups. We therefore reserve the right to include enhanced probity checks at both the selection and award stages of the procurement. This may include, but is not limited to, verification that a supplier or any person with powers of representation, decision or control therein has not infringed the mandatory grounds for exclusion set on in Regulation 57 (1) of the Publics Contract Regulations 2015.
- 1.10 The purpose of this Invitation to Tender (ITT) is to provide tenderers with an opportunity to propose an accurately priced solution as detailed in the attached specification in accordance with both the conditions within this document and European Procurement Regulations.
- 1.11 Only those suppliers whose tender submission can cater for all of the requirements detailed in the Specification and Compliance Table will be considered.
- 1.12 You must check that none of the documents listed in the contents page are missing or duplicated. If you discover or suspect any anomalies please notify us immediately. North Wales Police do not bind themselves to accept the lowest or any tender; neither will they accept responsibility for any costs incurred in the preparation of any tender.
- 1.13 It is critical that the documents are read carefully prior to completion, any questions should be submitted via the Q&A facility within the Bluelight Portal. Any questions which are received 7 days prior to the submission date will not be considered. You are expected to return the documents in section 3 fully completed and duly signed to us, where required responses should be posted on line.
- 1.14 Tenders comprising all the documents requested MUST be submitted via the Bluelight Portal at <https://bluelight.eu-supply.com>, no later than the published closing date using the My Response section within the Invitation to Tender. The closing time/date for receipt of tenders is clearly marked on the portal and the contents page of this document. You are recommended to upload all documents and submit your tender submission in sufficient time for it to reach the server prior to the closing time/date stated. The server automatically time / date stamps all tender submissions.
- 1.15 North Wales Police and the Policing and Crime Commissioner for North Wales Police, hereby referred to as the PCC requires the information sought in this tender from economic operators responding to this Contract Opportunity.

1.16 Suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new contract, the resulting contract between the supplier and public sector will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

1.17 Procurement Timetable - For information purposes, tendering and contracting activities shall be compliant with the management of the timelines described in the table below as far as this may be reasonably practical:

Activity	Timeframe
Tender Issued	20 th November
Deadline for Clarification questions	22 nd December
Tenders Returned	5 th January
Tender Evaluation	End of Dec
Supplier Presentation	18/19/20?
Supplier Clarifications	Start of January
Final Tender Evaluation	End-January
Recommendations made & approved	Mid-February
Date to be passed to legal	End of February
Contract Signature	Start Of March
Set up / Implementation	Mid March
Contract Start Date / Go Live	April 2021

2. INSTRUCTIONS TO TENDERER

- 2.1. The PCC is prepared to receive tenders as detailed on the attached Schedule in accordance with the enclosed Conditions of Contract. Tenderers must confirm their acceptance of these Terms and Conditions. Tenders that do not comply with these Conditions of Contract may not be considered. We will accept software licences however any discrepancies between the software licence and contracted terms and conditions, the contracted terms and conditions will preside
- 2.2. Completed documents including any backing papers, drawings, or samples must be received no later than 2pm on Tuesday 5th January 2020 and in accordance with the instructions within the section titled 'Instructions to tenderers, communications and enquiries'.
- 2.3. The PCC does not bind himself to accept the lowest or any tender. The PCC reserves the right to award all or none of the lots to one or more suppliers. Evaluations will be based on the most economically advantageous offer to the PCC balancing quality with price.
- 2.4. The award criteria for this ITT are detailed in the section entitled contract Award Criteria and Evaluation Guidance and the allocated weightings can be found on the Bluelight portal.
- 2.5. The PCC reserves the right to divide his orders between two or more contractors, and to accept tenders for any or none of the items listed. Further details of proposed lots can be found in the OJEU notice (if applicable) and/or the operation requirements document.
- 2.6. The PCC will not be responsible for, or pay for, expenses or losses which may be incurred by any tenderer in the preparation of their tender.
- 2.7. The tenderer may quote firm prices or request the insertion in the contract of the price variation clause detailed in the Conditions of Contract. Other things being equal, preference will be given to tenders quoting firm prices.
- 2.8. The successful Tenderer will be required to make deliveries/provide services as detailed in this document and may have to make deliveries/provide services to other Police Forces or Emergency Services in the UK to whom this tender may also be open.
- 2.9. Tenders must be submitted using the Bluelight Portal.

- 2.10. Completed documents including any backing papers, drawings, or samples must be received no later than the date stated on the Bluelight Portal and on the cover of this document.
- 2.11. Any tender received after published closing time and date will not be considered.
- 2.12. The PCC may request post tender clarifications and in some circumstances best and final offers (BAFO).
- 2.13. The issue of this ITT to Tenderers does not imply any representation by the PCC as to the financial stability, technical competence, or ability in any way to carry out the Service by the Tenderer.
- 2.14. The PCC reserves the right to alter the timings of any of the evaluation stages or withdraw the invitation to tender and any of the evaluation stages at any time.
- 2.15. The PCC is subject to the Freedom of Information Act 2000 (the 'FOIA') which provides that all individuals have the right to any recorded information held by the PCC unless covered by one of 23 exemptions, which protect certain information. Information must be provided within 20 working days of request. Information held by the supplier relating to any contract with the PCC will be subject to the FOIA in the same way as information held by the PCC
- 2.16. Economic operators should answer all questions as accurately and concisely as possible.
- 2.17. Do not include general marketing or promotional material from your Company as answers to the questions unless specifically requested to do so.
- 2.18. Questions may be answered in Welsh or English.
- 2.19. Should you feel a question is not relevant to this procurement or your company please state "Not relevant" in the response box. Do not leave it blank as we will assume you have failed to respond to the question and score it zero.

3. COMMUNICATIONS AND ENQUIRIES

- 3.1. During the period of the Tender the Tenderer shall only contact the Procurement Department via the Q&A facility within the Bluelight Portal at <https://bluelight.eu-supply.com>, any other methods of communication will not be responded to.
- 3.2. The Tenderer is advised that where such enquiries have been made, and it is appropriate to do so, the PCC will distribute to all prospective Tenderers a copy of the enquiry and the written reply. In the event that the Tenderer wishes for an enquiry not to be distributed, then the PCC reserves the right to send the enquiry back to the Tenderer unanswered.
- 3.3. The PCC will only accept questions as per date published on the Bluelight Portal.
- 3.4. When submitting a question/query please do not include any details which will identify your organisation within the box containing your question/query. The information in this box will be seen by all interested suppliers.
- 3.5. The PCC will not consider requests for amendments to the tender conditions after the clarification deadline.

4. INSTRUCTIONS FOR COMPLETION AND SUBMISSION

- 4.1. To help the completion of the ITT, responses should be inserted in the response space provided within the Tender Portal;
- 4.2. Please ensure that your response is well presented and is in an easy to read format. Responses can be supported by any relevant illustrations, maps or charts. Please do not include general marketing or promotional material. The overall quality and credibility of the responses will be scored and used as part of the evaluation process.
- 4.3. Tenderers should answer all questions as accurately and concisely as possible. Where a question is not relevant to the responder's organisation, this should be indicated, with an explanation.
- 4.4. The format of the document **MUST NOT** be altered. You should either type your response directly into the spaces provided, or add a reference to indicate where the response can be found. Supporting information should be presented in the same order and should be referenced to the relevant question, with details of the name of the organisation and the reference number from the front of this document. Any additional information should be consolidated ideally into a single additional document for upload. If a single document is not possible, you are requested to consolidate into as few documents as possible. Information can also be added, where appropriate, to the space provided within the questionnaire itself.
- 4.5. A single "zipped" file will be accepted containing your response. Multiple "zipped" files (e.g. a zipped file within a zipped file) must not be submitted.
- 4.6. As this document is being submitted electronically by upload via the ITT within <https://bluelight.eu-supply.com>, the name of the Director or other senior representative should be typed in the signature block and will be accepted as their authorised signature in submitting this ITT.

5. CONTRACT AWARD CRITERIA AND EVALUATION GUIDANCE

- 5.1. The contract will be awarded on the basis of the most economically advantageous tender based on the weightings published on the Bluelight portal.
- 5.2. The most economically advantageous tender (MEAT) criterion enables the PCC to take account of criteria that reflect qualitative, technical and sustainable aspects of the tender submission as well as price when reaching an award decision.
- 5.3. **PLEASE NOTE:** All requested documents must be completed and returned. The PCC reserves the right to disqualify any unqualified tenders if any documents are not submitted.
- 5.4. Tender submissions must be returned in the format requested. The PCC reserves the right to disqualify a tender if it has not been submitted in the format requested. i.e.;
 - Tender uploaded as a completed consolidated word document.
 - Pricing uploaded as spreadsheets or word document as stated in the pricing schedule.
 - Additional documentation may be uploaded in the most appropriate format
- 5.5. Should you feel a question is not relevant to this procurement or your company, please state “Not relevant” in the response box. Do not leave it blank as we will assume you failed to respond to the question and score it zero.
- 5.6. Responses will be evaluated in accordance with this evaluation Approach. The PCC reserves the right to consider alternative procurement options, should there be insufficient economic operators.
- 5.7. The PCC may seek independent financial and market advice to validate information declared or to assist in the evaluation. Reference site visits or demonstrations and/or presentations may be requested at this stage in support of your ITT.
- 5.8. The PCC reserves the right to reject as ineligible any incomplete submissions or submissions which are guilty of serious misrepresentation in supplying any information requested.
- 5.9. The PCC may seek clarification regarding applicants’ written responses.

5.10. The PCC reserves the right to: alter the timings of any of the evaluation stages; withdraw the invitation to tender and any of the evaluation stages at any time.

5.11. The PCC will not accept web links as responses to questions, in these circumstances we will take the response as non-compliant and you will score zero for these questions.

5.12. **SCORING GUIDE**

5.12.1. If applicants' responses to any of the submission are left blank (e.g. no written response) then the question(s) concerned will be marked as "ineligible for selection" or scored "0", whichever is applicable.

5.12.2. Those responses which meet the minimum criteria will be ranked according to their score.

5.12.3. Any Tenderer who fails to achieve a score (i.e. score Zero) for any of the scored questions during this evaluation may result in that Economic Operator/ being ineligible for this contract and scoring will cease. This will apply to all sections.

5.12.4. The PCC is entitled to exclude you from consideration if any of this section apply (state name and number), but may decide at his discretion to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not be accepted.

5.12.5. Where the response is a multiple choice the following scores will apply:

Fully compliant	100
Part compliant	50
Non compliant	0

The table below outline the general approach to the scoring structure for all sections. Unless otherwise stated:

Response	Marking Guide
Unacceptable Response The EO fails to provide a response or the response is of such a poor standard that it does not meet the minimum requirements. The response provides no confidence that the EO can meet the standards required. Evidence is unacceptable or non-existent.	0
Well below expectations The EO's response is poor and only partially answers the requirement. There are major concerns in certain areas which lack detail. There is very little relevant data or evidence included. The response does not meet minimum requirements.	20
Below expectations The EO provides a response that partially satisfies the requirement, with some useful evidence provided, but the response overall falls short of the minimum expectations and is of a low standard. There are minor deficiencies or concerns in the information provided, the response overall provides a low level of confidence that the EO can meet the required standards. The response overall does not meet minimum requirements.	40
Meets expectations The EO provides a response that is acceptable and which meets the minimum criteria. The response however could have been expanded upon or provided additional detail and evidence which would have increased confidence in their response. The response is satisfactory and provides a mid-level of confidence that the EO can meet the standards required.	60
Above expectations The EO's response is of a high standard, is comprehensive and more than satisfies requirements; the additional level of detail and/or evidence provided gives a high level of confidence that the EO can meet the standards required. The response exceeds expectations.	80
Exceptional The EO's response is excellent, is comprehensive and of a very high standard which far exceeds expectations. The response includes full detail of techniques and measurements employed where relevant. Response provides a very high level of confidence that the EO can meet the standards required.	100

5.13. ORGANISATION AND CONTACT DETAILS - A response to all the questions in this section is mandatory. Where a TENDERER fails or does not complete one of the Mandatory questions they will not be eligible to continue to the next stage of the process and no questions beyond that point will be marked.

5.14. **MANDATORY PASS QUESTIONS** - A response to all the questions in this section is mandatory. Where a TENDERER fails or does not complete one of the Mandatory questions they will not be eligible to continue to the next stage of the process and no questions beyond that point will be marked.

5.15. **Discretionary Questions** - A response to all the questions in this section is mandatory. Where a TENDERER fails or does not complete one of the Discretionary questions they will not be eligible to continue to the next stage of the process and no questions beyond that point will be marked.

5.16. **INSURANCE** - This Section is the evaluation of the Tenderer's compliance with the contract's insurance requirements and will be marked out of a score of 100:

Over £5M	100	Less than £2M	50
Over £2M	75	Less than £1M	25

5.17. **WHOLE-OF-LIFE COST** - In order to make a true whole-of-life cost comparison of each Tender it is important that each Tender can be evaluated in terms of cost, to ensure that a 'like for like' comparison can be made between each of the Tenders.

5.17.1. Calculation errors will be corrected and scores adjusted accordingly.

5.17.2. Following the price evaluation, an overall expenditure profile will be determined, which takes account of:

- Capital expenditure if any
- Ongoing revenue costs.
- Anticipated long term increases
- Life of the goods or Services.

5.18. **PRICE STANDARD SYSTEM SCORING** - IN this formula the system automatically picks up the lowest price and compares with each supplier's price to calculate a score. The automatic price score calculation formula is as follows:
(Maximum Score)-100(1-(Lowest Bid/Bid))*

5.19. **DISQUALIFICATION**

If you breach the above tender conditions, if there are any errors, omissions or material adverse changes to any information supplied by you at any stage in this procurement process, if any other

circumstances set out in this ITT, and/or in any supporting documents, entitling the PCC to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this procurement process
- to fix or set the price for goods or services
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted
- to collude in any other way
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this procurement process; or
- to obtain information from any of the employees, agents, or advisors of the PCC concerning this procurement process (other than as set out in the tender conditions) or from another potential supplier or another tender response,

The PCC shall be entitled to reject your tender response in full and to disqualify you from this procurement process. Subject to fraud or any other circumstances in which liability may not be limited by law, by participating in this procurement process you accept that the PCC shall have no liability to a disqualified potential supplier in these circumstances.

6. SECURITY ASPECTS FOR EXTERNAL CONTRACTORS

6.1. North Wales Police has obligations relating to the security of data in its control under the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) and ISO27001. This letter sets out the security requirements for external IT contractors who work on North Wales Police premises or access/process North Wales Police IT systems or information whether locally or remotely. All external IT contractors, their employees, sub-contractors or agents will be required to comply with these requirements; failure to do so will be viewed as a breach of the relationship between the contractor and North Wales Police.

6.2. GENERAL:

6.2.1. Contractors are required to apply appropriate technical and organisational security measures, commensurate with the requirements of Principle 7 of the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) to the Data, e.g. make accidental compromise, loss or damage unlikely during storage, handling, use, processing transmission or transport, deter deliberate compromise or opportunist attack, and promote discretion in order to avoid unauthorised access.

6.2.2. Contractors must ensure that all employees, agents & subcontractors/suppliers with access to North Wales Police data and/or systems are nationals of an EU Member State unless otherwise agreed in advance with North Wales Police.

6.2.3. Contractors must ensure that all employees, agents & subcontractors/suppliers with access to North Wales Police data and/or systems have been vetted to a level deemed satisfactory by North Wales Police.

6.2.4. Contractors must ensure that access to NWP data and/or systems is confined to their authorised staff, agents & subcontractors/supplier. Any access to NWP premises, systems or data must be necessary in order to achieve the purpose of the contract or agreed services with North Wales Police. In the event that an authorised individual ceases to be involved with the purpose, access rights to the North Wales Police premises, systems and information must be withdrawn. Contractors must ensure that no unauthorised personnel have access to North

Wales Police data, systems or premises.

- 6.2.5. There will be no use of sub-contractors to process North Wales Police data or to access NWP systems or premises without the prior written approval of the Chief Constable (Data Controller) or his designated representative.
- 6.2.6. Contractors must ensure that any perceived security incidents or vulnerabilities regarding access to NWP data, premises or systems identified by their employees, agents & subcontractors/suppliers are reported to the representatives of the Chief Constable at the earliest opportunity. North Wales Police will expect that all contractors will extend full co-operation to the NWP representatives in relation to the investigation of any such incident or mitigation of any damage arising from such incident.

6.3. **ON NWP PREMISES:**

- 6.3.1. All contractor personnel visiting NWP premises will be required to produce current ID in an approved format. They should have this ID on them at all times and should be able to produce it for inspection on request.
- 6.3.2. On arrival at police premises, contractor personnel will be required to identify themselves at the Reception or front desk and they will be asked to sign in. They will be provided with a temporary pass which they will be required to wear at all times.
- 6.3.3. If they are provided with escorted access to the building, they should ensure that they remain with their escort at all times.
- 6.3.4. If permitted unescorted access to a working area, they must confine their activities to that area and not wander elsewhere within police buildings without permission.
- 6.3.5. Contractors or subcontractors and their personnel must comply with NWP's internal security and safety rules and shall follow any instructions given by NWP authorised personnel in relation to security or health and safety matters whilst on NWP premises. Any failure to comply with NWP's security or safety instructions may result in access to the premises being denied or the personnel being expelled from NWP premises.

6.4. REMOTE ACCESS:

- 6.4.1. All remote access to NWP systems will comply with the security requirements set out by North Wales Police.
- 6.4.2. An adequate level of physical security must be maintained at the contractor's premises from where remote access to NWP systems is obtained. North Wales Police reserves the right to undertake site inspections to determine whether site security is satisfactory and to require the implementation of additional security measures.
- 6.4.3. All tokens, password generators etc. used in the remote access process must be stored securely on the contractors' premises and will be locked away when not in use. They will be accessible only to authorised employees of the contractor.
- 6.4.4. All access to the NWP network will be configured to ensure that contractors can only access those areas to which they are permitted access. No attempt should be made to access any other areas of the network.
- 6.4.5. Contractors will keep detailed records of all remote access to the NWP network including date, time, purpose for access, who by and the work carried out. The records should be available for inspection by North Wales Police representatives as required. All access to North Wales Police systems will be audited and monitored as necessary by North Wales Police.

6.5. INFORMATION HANDLING:

- 6.5.1. Contractors must ensure that all employees, agents & subcontractors/suppliers with access to North Wales Police data and/or systems receive adequate data protection & information security awareness training.
- 6.5.2. Contractors must handle and protect protectively marked information or material or personal data provided to them or generated by them during the course of their relationship with North Wales Police in accordance with its protective marking. They must not transmit any protectively marked information or material or personal data to a subcontractor or other person without the prior written consent of NWP.
- 6.5.3. Contractors must ensure that protectively marked material or information (including personal data) provided to them or generated by them during the course of their relationship with

North Wales Police is held securely and appropriate security measures are applied as defined in section 6.

- 6.5.4. Protectively marked information or personal data released to the contractor or subcontractor or generated under contractual activity shall not be used for purposes other than those defined by the contract and shall not be disclosed to third parties without the prior written consent of North Wales Police.
- 6.5.5. All North Wales Police data held by external contractors will be subject to regular back up in a format to be agreed by North Wales Police.
- 6.5.6. Where an external contractor has access to North Wales Police data for the duration of a contract, when this period ends, the data will be returned to North Wales Police or securely destroyed in line with NWP instructions. If the data has been destroyed, the contractor must confirm this action in writing. All North Wales Police data obtained by the contractor shall be destroyed or deleted securely when no longer required for the purpose.
- 6.5.7. Contractors must comply with any data processor agreement requirements where these are in place.
- 6.5.8. Contractors must comply with any case by case security requirements placed upon them by North Wales Police.

7. DATA PROTECTION

- 7.1. The Contractor must have measures in place to ensure compliance with all aspects of the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) that arise in connection with this Agreement.
- 7.2. In order to comply with the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) Contractor must have in place and provide evidence of sufficient guarantees, regarding appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 7.3. The Contractor must also provide the above guarantees in respect of processing non-personal data which is owned by or relates to NWP which is processed electronically or manually, to include information relating to its communication systems and any analysis.
- 7.4. These measures apply during the development, implementation and the support and maintenance stages as within this Agreement.
- 7.5. These guarantees must include at least:
 - 7.5.1. Security measures to IES/IS027001;
 - 7.5.2. An adequate and implemented Information Security Policy to ensure sufficient data security;
 - 7.5.3. Sufficient awareness training to ensure Data Protection and Information Security compliance;
 - 7.5.4. Adequate Staff recruitment procedures to include security screening to the agreed level;
 - 7.5.5. Sufficient disciplinary procedures must be in place to guarantee organisational security measures;
 - 7.5.6. Adequate access to controls.
 - 7.5.7. The Contractor must be able to provide adequate evidence of audit trails when requested.

- 7.5.8. The databases, worksites and building etc. must be secure to ensure the safety of the data.
- 7.5.9. There must be adequate, documented, and practised back-up, disaster recovery and business continuity measures;
- 7.5.10. An adequate security incident procedure to include reporting structure to the PCC;
- 7.5.11. Adequate secure deletion/destruction of data measures, relating to the PCC;
- 7.5.12. The purpose of the data processing.
- 7.5.13. Where any processing of personal data is undertaken there must be a signed Data Processor Agreement in place.
- 7.6. The Contractor must not further process for reasons other than those agreed in the Agreement nor use an outside contractor without the prior authority of the PCC, except for criminal investigation and national security e.g. requests under the Regulation of Investigatory Powers Act 2000. The Contractor must obtain the consent of NWP before disclosing to any person or organisation any details relating to the data received, information they collect, or results they obtain from the data. The data will remain the property of North Wales Police at all times.
- 7.7. Retention to include manual records and electronically held data.
 - 7.7.1. The Contractor must store the data securely until its safe destruction and for no longer than the standard times set by this Agreement. The PCC requires that data and files be kept for two years after this Agreement has been completed.
- 7.8. The method of data transfer to and from the Contractor must be secure to ensure data cannot be lost or intercepted en route. Loss, destruction or modification of North Wales Police's data processed by the Contractor will be the responsibility of the CONTRACTOR; they should take all necessary steps to back up and safeguard the data.
- 7.9. The Contractor must allow security visits and provide evidence of their security measures when requested by the PCC.
- 7.10. The Contractor agrees to comply with the Force's Information and Security Policy.

- 7.11. The Contractor where required as part of the delivery of goods or services to the customer must handle or process protectively marked information in accordance with the HMG Protective Marking Scheme shall do so in compliance with the HMG Security Policy Framework.

8. CONTRACTORS AND SUB-CONTRACTORS APPROVAL TO WORK ON THIS CONTRACT

- 8.1. All individuals directly involved in this contract must comply with the required Non Police Personnel Vetting (NPPV) vetting level.
- For the purpose of this contract the following level of vetting is required:
 - NPPV Level 2 – Abbreviated
 - NPPV Level 3 – if dial in required

8.2.

8.2.1. All vetting must be undertaken via Warwickshire Police National Vetting Scheme, who undertakes vetting on behalf of all UK Police Forces to the required NPPV level.

8.2.2. A database containing a full list of companies participating in the scheme and details of members of their staff who have received NPPV clearance by Warwickshire is available to all UK Police Forces.

8.2.3. The Warwickshire scheme eradicates the need for forces to duplicate the vetting of National Police System contractors who require access to more than one police force.

8.2.4. The contractors will be required to pay any fees associates with any vetting requirements.

8.2.5. The link below will provide all the necessary information for you to register as well as current fees and general information.

<https://cms.warwickshire.police.uk/article/44522/The-National-Contractor-Vetting-Scheme>

8.2.6. It will take a few days to set up an account but this only has to be done once.

8.2.7. Please ensure that you forward your confirmation email/letter to confirm the vetting approval for any new or renewed applications to procurement@nthwales.pnn.police.uk in addition any person attending Site must have proof of vetting with them at all times.

8.2.8. Where staff have been vetted via Warwickshire Police under the National Scheme a copy of the certificate should be submitted as above.

8.2.9. The PCC must be informed of any candidate who is vetted but leaves the contractors employment, no longer works on this contract or has a change in status.

8.2.10. Further information can be obtain by contacting the Force Vetting Unit : 01492805434 or email ProfStandardsForceVettingUnit@nthwales.pnn.police.uk

8.3. WHO WILL BE VETTED AND HOW OFTEN?

8.3.1. It is impossible to list all vetting requirements but generally includes (but is not limited to):

- Those who will have access to IT systems
- Those who will come into contact with members of the Public in the name of the PCC
- Those who will have unescorted access to police premises or property.

8.3.2. Vetting will be repeated in accordance with NPCC guidance.

8.3.3. It is the responsibility of the individual to inform NWP of any changes in circumstance.

9. STANDARDS OF PROFESSIONAL BEHAVIOUR EXPECTED

9.1. INTRODUCTION

- 9.1.1. Public confidence in the police service means that all individuals within the police family demonstrate the highest level of personal professional standards of behaviour. Temporary/agency staff and contractors working for the PCC are an important part of that police family, providing services through various activities that they perform. It is critical that temporary staff and contractors act, and are seen to act in the best interests of the service at all times, and that they treat all with whom they come into contact with dignity and respect.
- 9.1.2. The standards set out below reflect the expectations that the police service have on how temporary/agency staff and contractors behave. They are not intended to describe every situation but rather to set a framework, which everyone can easily understand.
- 9.1.3. A breach of these standards may damage confidence in the police service, which is totally unacceptable. Consistent or serious breaches of the standards will lead to appropriate action.
- 9.1.4. Contractors (this includes staff from partner agencies that work on a temporary or permanent basis with the Police) – breaches of the standards may result in the removal of an individual from the PCC premises. In certain circumstances such behaviour may jeopardise the contract.

9.2. HONESTY AND INTEGRITY

- 9.2.1. Remain honest, act with integrity and do not compromise or abuse your position.
- 9.2.2. Contractors will act with integrity and remain open and truthful in their dealings with the public and their colleagues, so that confidence in the PCC is secured and maintained.

9.3. AUTHORITY, RESPECT AND COURTESY

- 9.3.1. Act with self-control and tolerance, treating members of the public and colleagues with dignity, respect and courtesy.

- 9.3.2. Individuals should not abuse their powers or authority and respect the rights of all.
- 9.3.3. Contractors must never abuse their authority or any powers entrusted to them. The public have the right to expect that such powers are used professionally, impartially and with integrity.
- 9.3.4. Behaviour, which in any way is deemed offensive or demeaning, is not acceptable and forms a serious breach of the standards.

9.4. EQUALITY AND DIVERSITY

- 9.4.1. Act with fairness and impartiality ensuring that you do not discriminate unlawfully or unfairly.
- 9.4.2. Contractors must pay due regard to the need to eliminate unlawful discrimination and promote equality of opportunity. The PCC is determined to ensure that no member of the public or the police family including temporary/agency staff and contractors receive less favourable treatment because of pregnancy, maternity, gender, marital status, civil partnership sexual orientation/sexuality, gender reassignment disability, race, age, religion/belief, nationality, ethnic or national origins.

9.5. USE OF RESTRAINT

- 9.5.1. Only use restraint as part of your role and responsibilities to the extent that is necessary, proportionate and reasonable in all the circumstances.
- 9.5.2. Contractors in specific designated roles may need to use restraint in carrying out their work. This must be a last resort and only after other means have proven ineffective.

9.6. INSTRUCTIONS

- 9.6.1. Only give and carry out reasonable instructions.
- 9.6.2. Follow all reasonable instructions and abide by relevant Force policy.
- 9.6.3. Contractors shall not give or carry out instructions, which an individual would conclude as unreasonable. Temporary/agency staff and contractors must support their colleagues at work and abide by the terms and conditions of employment and /or contract.

9.7. WORK AND RESPONSIBILITIES

- 9.7.1. Individuals should remain diligent in the exercise of their work and responsibilities.
- 9.7.2. Contractors shall not knowingly neglect their work or responsibilities and will have a responsibility to exercise reasonable care to prevent injury, loss of life or loss/damage to the property of others.

9.8. CONFIDENTIALITY

- 9.8.1. Treat information with respect and access or disclose it only in the proper course of your work.
- 9.8.2. Information that comes into the possession of a temporary/agency member of staff and contractors in the course of their work should be treated as confidential and only disclosed to those authorised to receive it. Such information must not be used for personal gain or benefit, or be passed on to others who may use it in this way.
- 9.8.3. Contractors must adhere to the principles contained within the Force's 'A practitioner's guide to information and security'.

9.9. FITNESS AT WORK

- 9.9.1. When at work be fit to carry out your duties.
- 9.9.2. Contractors must not make themselves unfit or impaired for work as a result of drinking alcohol, using a substance for non-medical purposes or intentionally misusing a prescribed drug.
- 9.9.3. Where an individual becomes aware of any health concerns that may impair their ability to perform their work they should seek guidance from their relevant line manager / supervising officer for contractors and if appropriate reasonable adjustments may be made.

9.10. DISCREDITABLE CONDUCT

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

- 9.10.2. All convictions or cautions for a criminal offence must be reported.
- 9.10.3. The behaviour of Contractors on duty reflects on the image of the PCC and therefore they should not engage in any activities, which could bring discredit upon the Force.
- 9.10.4. Standards of individual dress are important in presenting a professional image amongst the public and colleagues. Temporary/agency staff and contractors must maintain a standard of appearance appropriate to their individual role.
- 9.10.5. Consumption of alcohol must not be consumed at any time when performing work duties.

9.11. CHALLENGING AND REPORTING IMPROPER CONDUCT

- 9.11.1. All individuals must report, challenge or take action against the conduct of colleagues, which have fallen below the standards of professional behaviour.
- 9.11.2. The PCC expects contractors to uphold standards of professional behaviour by taking appropriate action if they come across the conduct of a colleague, which has fallen below these standards. They should never ignore such conduct and should report it to their relevant line manager / supervising officer for contractors.

9.12. CONCLUSION

- 9.12.1. The public have a right to expect the police service to protect them by upholding the law and providing a professional police service. All members of the police family including temporary/agency staff and contractors have the right to a working environment free of harassment, inequality or discrimination from others within the service and members of the public. The PCC will proactively support such a working environment.

11. PRIVACY NOTICE

This notice explains how North Wales Police processes personal data about individuals which includes the collection, storage, and sharing of that information. It also describes the steps we take to ensure that the personal data we hold is protected, and explains the rights individuals have in regard to their personal data handled by North Wales Police.

The processing of personal data is governed by the Data Protection Act 2018 and the associated General Data Protection Regulation (GDPR) and North Wales Police has notified with the [Information Commissioner](#) as a 'Controller' [registration no: Z4895270]. The Chief Constable of North Wales Police is the Controller and he has an obligation to ensure that all personal data is held and processed in accordance with the law.

North Wales Police takes that responsibility very seriously and takes great care to ensure that personal data is handled appropriately in order to secure and maintain individuals' trust and confidence in North Wales Police.

1. Why do we handle personal data?

North Wales Police obtains, holds, uses and discloses personal data for two broad purposes:

A. The Policing Purpose – which includes, but is not limited to:

- Preventing and Detecting Crime
- Apprehending and Prosecuting Offenders
- Protecting Life and Property
- Preserving Order
- Maintaining Law and Order
- Providing Assistance to the Public in accordance with force policies and procedures; and
- Any duty or responsibility of the police arising from common or statute law

B. The provision of services to support the Policing Purposes – which include, but are not limited to:

- Staff/ Pensioner Administration, Occupational Health and Welfare
- Public Relations/ Media
- Finance/ Payroll/ Benefits/ Accounts/ Audits/ Internal Review
- Training/ Health & Safety Management
- Property/ Insurance/ Vehicle/ Systems and Transport Management
- Complaints
- Vetting
- Legal Services/ Information Provision

- Management of information technology systems
- Licensing/ Registration
- Research (including surveys and analytics)/ Performance Management
- Sports/ Recreation
- Procurement
- Planning/ Testing/ Security
- Strategy and Policy development
- Social Media Correspondence and analysis

North Wales Police will only use appropriate personal data that is necessary to fulfil our particular purposes. It will be adequate, relevant and not excessive.

It will be kept accurate, up to date and destroyed when no longer required.

North Wales Police is required to conduct Customer Satisfaction Surveys to evaluate our performance and effectiveness. We may contact individuals, such as victims of crime or those reporting incidents, and ask them to give us their opinion of the service we are providing to the public. We use the information given to improve our service wherever we can. North Wales Police like many police forces uses a private company to undertake such surveys on our behalf with strict controls to protect the personal data of those involved.

2. Our lawful basis for processing data

The use and disclosure of personal data is governed in the United Kingdom by the Data Protection Act 2018. The Chief Constable of North Wales Police is the Controller and he has an obligation to ensure that North Wales Police handles all personal data in accordance with the legislation.

It will only be collected and used by North Wales Police to carry out its legal and legitimate functions as defined by legislation, common law and best practice; in accordance with the Policing and Supported Policing Purposes detailed above

As North Wales Police processes many categories of data for various reasons, North Wales Police may also rely on other lawful bases like those necessary for a contract, those necessary for compliance with a legal obligation, or in your vital interest.

Where sensitive or 'special categories' data is being collected, additional lawful bases will apply like having explicit consent, necessary for employment, social security, defending against legal claims, for a substantial public interest (such as the Policing Purpose) and for preventative or occupational health or medicine, amongst other reasons.

In each case where information is being requested by North Wales Police we will specify at the time of collection of data, usually through a service specific privacy notice, which lawful basis above we are relying on for the processing of that data.

Where North Wales Police uses information for the purposes of a newsletter mailing list or anything considered to be 'marketing' then your information will be processed under the condition of consent.

3. Whose personal data do we handle?

In order to carry out the purposes described under section 1 above, North Wales Police may obtain, use and disclose (see section 8 below) personal data relating to a wide variety of individuals including the following:

- Offenders and suspected offenders
- Victims (current, past and potential)
- Witnesses
- Persons given a caution or a warning
- Persons subject to judicial and other disposals including convictions, bindovers, discharges, acquittals, orders made under legislation
- Suspect offenders under the age of 10
- Other individuals necessarily identified in the course of police enquiries or activities
- Staff, former staff and potential staff including volunteers, agent, temporary and casual workers
- Relatives, guardians and associates of the people we are processing personal information about
- Advisers, consultants and other professional experts
- Pensioners and beneficiaries
- Suppliers and contractors
- Complainants, correspondents, litigants and enquirers

4. What types of personal data do we handle?

In order to carry out the purposes described under section 1 above, North Wales Police may obtain, use and disclose (see section 8 below) personal data relating to or consisting of the following:

- Personal details such as name, address, email, and biographical details;
- Family, lifestyle and social circumstances;
- Skill and interests;
- Education and training details;
- Employment details;
- Financial details;
- Services provided;

- Sound and visual images;
- Licences or permits held;
- References to manual records or files;
- Information relating to health and safety;
- Complaint, incident, civil litigation and accident details.

We also process Special Category information that may include:

- Physical or mental health details;
- Racial or ethnic origin;
- Trade union membership;
- Political opinions;
- Religious or other beliefs;
- Sexual life and sexual orientation;
- DNA, fingerprints and other genetic or biometric samples.

We also process information relating to criminal conviction and offence data including:

- Offences and alleged offences
- Criminal proceedings, outcomes and sentences
- Criminal intelligence

Where possible and/or appropriate you will be informed of the reason for collecting, holding and using your personal information. Although, in view of the statutory functions of North Wales Police, this may not always be possible as doing so may prejudice the Policing functions (as detailed above).

5. Where do we obtain personal data from?

In order to carry out the purposes described under section 1 above, North Wales Police may obtain personal data from a wide variety of sources, other than the individual directly, which includes the following:

- Other law enforcement agencies
- HM Revenue and Customs
- International law enforcement agencies and bodies
- Licensing authorities
- Legal representatives
- Prosecuting authorities
- Defence solicitors
- Courts
- Prisons
- Security companies
- Partner agencies involved in crime and disorder strategies
- Private sector organisations working with the police in anti-crime strategies

- Voluntary sector and charitable organisations
- Approved organisations and people working with the police
- Independent Office for Police Conduct
- Her Majesty's Inspectorate of Constabulary
- Auditors
- Office of the Police and Crime Commissioner
- Central government, governmental agencies and departments
- Emergency services
- Relatives, guardians or other persons associated with the individual
- Current, past or prospective employers of the individual
- Healthcare, social and welfare advisers or practitioners
- Education, training establishments and examining bodies
- Business associates and other professional advisors
- Employees and agents of North Wales Police
- Suppliers, providers of goods or services
- Persons making an enquiry or complaint
- Financial organisations and advisors
- Credit reference agencies
- Survey and research organisations
- Trade, employer associations and professional bodies
- Local government
- Ombudsmen and regulatory authorities
- The media
- Data Processors working on behalf of North Wales Police

North Wales Police may also obtain personal data from other sources such as its own CCTV systems, Body Worn Video, training records, or correspondence.

6. How do we handle personal data?

In order to achieve the purposes described under section 1, North Wales Police will handle personal data in accordance with the data Protection Act 2018. In particular we will ensure that personal data is handled fairly and lawfully with appropriate justification.

We will strive to ensure that any personal data used by us or on our behalf is accurate and relevant. We will also ensure it is:

- Not excessive;
- Kept up to date as required;
- Protected appropriately; and is
- Reviewed, retained and securely destroyed when no longer required.

We will also respect individuals' rights under the Data Protection Act 2018.

7. How do we ensure the security of personal data?

North Wales Police takes the security of all personal data under our control very seriously. We will comply with the relevant parts of the Data Protection Act 2018 relating to security, and seek to comply with the National Police Chief's Council (NPCC) Community Security Policy and relevant parts of the ISO27001 Information Security Standard.

We will ensure that appropriate policy, training, technical and procedural measures are in place, including audit and inspection, to protect our manual and electronic information systems from data loss and misuse, and only permit access to them when there is a legitimate reason to do so, and then under strict guidelines as to what use may be made of any personal data contained within them. These procedures are continuously managed and enhanced to ensure up-to-date security.

8. Who do we disclose personal data to?

In order to carry out the purposes described under section 1, North Wales Police may disclose personal data to a wide variety of recipients, including those from whom personal data is obtained (as listed above). This may include the following:

- Disclosures to other law enforcement agencies (including international agencies)
- Partner agencies working on crime reduction initiatives
- Partners in the Criminal Justice arena
- Other partner agencies working with North Wales Police
- Customs and Excise
- Victim Support Services
- To bodies or individuals working on our behalf such as IT contractors or survey organisations
- Security companies
- Local government
- Central government
- Ombudsmen and regulatory authorities
- The media
- International agencies concerned with the safeguarding of international and domestic national security
- Third parties involved with investigations relating to the safeguarding of national security
- To other bodies or individuals where necessary to prevent harm to individuals
- Licensing authorities
- Service providers
- Family and associates of the individuals we process information about
- Healthcare professionals
- Current, past and prospective employers
- Educators and Examining bodies

- Law enforcement and prosecuting authorities
- Legal representatives
- Defence solicitors
- Independent Office for Police Conduct (IOPC)
- The disclosure and barring service
- Private sector organisations working with police in anti-crime strategies
- Voluntary sector organisations
- Approved organisations working with the police
- Offices of the Police and Crime Commissioner
- Emergency services
- Business associates and professional advisers
- Persons making an enquiry or complaint
- Data processors
- Financial organisations
- Credit reference agencies
- Survey and research organisations
- Trade and employer associations and professional bodies
- Crown Prosecution Service
- HM Courts Service
- National security anywhere in the world

Disclosures of personal data will be made on a case-by-case basis, using the personal data that is appropriate and proportionate to a specific purpose and lawful basis, and with necessary controls in place.

Where possible, you will be informed if we intend to use or share your information for a non-obvious purpose, either directly, via the Force's website or other means of communication.

We will work with partner agencies and may share your information with them. All attempts to anonymise the personal information will be considered in the first instance and only personal information will be shared if there is a legal basis in which to do so and after having fully considered your rights to privacy.

We will actively manage our Information Assets in conjunction with Information Asset Owners who will manage and monitor the information through its lifecycle.

Some of the bodies or individuals to which we may disclose personal data may be situated outside of the European Union - some of which do not have laws that protect data as extensively as in the United Kingdom. If we do transfer personal data to such territories, we undertake to ensure that there are appropriate safeguards in place to certify that it is adequately protected as required by the Data Protection Act 2018.

North Wales Police will also disclose personal data to other bodies or individuals when required to do so by, or under, any act of legislation, by any

rule of law, and by court order. North Wales Police may also disclose personal data on a discretionary basis, as allowed by law.

9. What are the rights of the individuals whose personal data is handled by North Wales Police?

Right to be Informed

This is provided for in Articles 13 and 14 of GDPR and Section 44 of the Data Protection Act 2018 which sets out the general duties of a Controller. This Privacy Notice addresses that requirement.

Right of Access

Individuals have the right to apply for a copy of their personal data held by North Wales Police. This right, commonly referred to as Subject Access is created by Article 15 of GDPR and Section 45 of the Data Protection Act 2018 and is used by individuals who want to see a copy of the information an organisation holds about them (subject to exemptions).

Right to Rectification

Article 16 of GDPR and Section 46 of the Data Protection Act 2018 provides individuals with the right to have inaccurate personal data rectified or completed if it is incomplete. This may involve North Wales Police providing a supplementary statement to the incomplete data.

Right to Erasure

Article 17 of GDPR and Section 47 of the Data Protection Act 2018 provides individuals with the right to have personal data erased. This is known as the 'right to be forgotten'. The right is not absolute and only applies in certain circumstances.

Right to Restrict Processing

Article 18 of GDPR and Section 47 of the Data Protection Act 2018 provides individuals with the right to restrict processing of their personal data in certain circumstances. This means that an individual can limit the way an organisation uses their data.

Right to Data Portability

Article 20 of GDPR provides individuals with the right to receive personal data they have provided to a Controller in a structured, commonly used and machine readable format. It also gives them the right to ask a Controller to transmit this data directly to another Controller.

Right to Object

Article 21 of GDPR provides individuals with the right to object to:

- processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority;
- direct marketing; and
- processing for purposes for scientific/historical research and statistics.

Rights related to automated decision making including profiling

Article 22 of GDPR and Sections 49/50 of the Data Protection Act 2018 makes provision to protect individuals from processing carried out solely by automated decision making that has legal or similarly significant effects on them.

In the event that you would like to raise a data protection complaint with North Wales Police regarding the processing of your personal data, please contact us using the details provided under section 12 below.

If after making a data protection complaint to North Wales Police you still feel your concerns were not full addressed you can contact the ICO using the details below:

The Information Commissioner's Office, Wycliffe House, Wilmslow, Cheshire, SK9 5AF

Telephone: 01625 545700 or 0303 123 1113 (local rate)

Website: <https://ico.org.uk/>

10. How long does North Wales Police retain personal data?

North Wales Police keeps personal data for as long as is necessary for the purpose for which it was collected and processed. Records containing personal data relating to matters of intelligence, public protection, violent and sexual offenders, missing persons, case and custody, crime and incident, firearms, child abuse investigations and domestic abuse will be retained in accordance with the College of Policing Authorised Professional Practice (APP) on the Management of Police Information. Other records are held in accordance with our Review, Retention and Disposal Schedule.

We may use your personal information to analyse our performance and effectiveness. In some cases it may be necessary to contact you and ask you

to assist us in the analysis in order to gather information about the services we provide.

Information Management policies and procedures are implemented and continually reviewed to ensure continual improvements in the way in which information is handled by reflecting any changes in legislation and developments in case law as necessary.

All staff and contractors are suitably vetted and trained in the appropriate policies and procedures for ensuring the correct handling of personal information. Staff receive training at the start of employment and refresher training as deemed necessary.

We will proactively monitor the legitimate use and quality of information through audits and transaction monitoring. Any breaches are taken seriously and disciplinary/ criminal investigations are undertaken as necessary. North Wales Police will not tolerate any misuse of information.

11. Monitoring

North Wales Police may monitor or record and retain telephone calls, texts, emails and other electronic communications to and from the force in order to deter, prevent and detect inappropriate or criminal activity, to ensure security, and to assist the purposes described above. North Wales Police does not place a pre-recorded 'Fair Processing Notice' on telephone lines that may receive emergency call (including misdirected ones) because of the associated risk of harm that may be caused through the delay in response to the call.

We will ensure statutory rights to information under the provisions of the Data Protection Act 2018; Freedom of Information Act 2000 and Environmental Information Regulations 2004 are addressed (Our Data). Should you find any of the information we hold about you is incorrect or misleading, we will ensure it is thoroughly assessed and corrected where appropriate.

12. Contact Us

To exercise any of the rights under section 9 above relating to personal data being held by North Wales Police, a request should be made using the details below. Any individual with concerns over the way North Wales Police handles their personal data may also contact our Data Protection Officer using the details below:

Email: dataprotectionenqs@nthwales.pnn.police.uk

Mail: Data Protection Officer, North Wales Police Headquarters, Glan y Don, Colwyn Bay, LL29 8AW Telephone: 01492 805125

12. MODERN SLAVERY STATEMENT

North Wales Police Modern Slavery Statement

In accordance with the Modern Slavery Act 2015, the Police and Crime Commissioner for North Wales and the Chief Constable recognise their responsibility as an employer to be aware of the potential for instances of modern slavery and to report such instances or concerns to the relevant bodies.

What is Modern Slavery?

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, sexual exploitation, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.

The Police and Crime Commissioner for North Wales and the Chief Constable are committed to ensuring that there is no modern slavery or human trafficking in the force supply chains or in any part of the business. The force's policies and procedures demonstrate our commitment to acting ethically and with integrity in all its business relationships.

In 2017, the Police and Crime Commissioners and Chief Constables for the four police forces in Wales signed up to the Welsh Government Ethical Employment in Supply Chains Code of Practice. North Wales Police is fully committed to address unethical and illegal employment practices in supply chains and has produced an **Action Plan** in relation to the commitments within the Code.

The Police and Crime Commissioner for North Wales Police and the Chief Constable will implement the Code across the business by focusing on four areas:

Enforcement – improving Intelligence gathering through compliance with the Code of Practice

Ethical Procurement – promoting the development of ethical supply chains in the delivery of contracts for the police service in Wales

Employment – All Wales working to a common policy with buy-in across the organisations impacting mainstream and day to day business

Environment – The public in Wales is not a bystander and reports exploitation in all its forms

The Social Value Policy 2017 includes an increased focus on the delivery of social, economic, environmental and cultural well-being through the way the force manages its procurement activity.

Where appropriate, the Force will seek assurances from suppliers and potential suppliers through its tendering processes, that they have no knowledge of any of the above forms of modern slavery within their organisations or supply chains. The Force will expect that those suppliers take responsibility to seek similar assurances from their own supply chains.



**HEDDLU
GOGLEDD CYMRU
NORTH WALES
POLICE**

gwneud Gogledd Cymru'r lle **mwyafr diogel** yn y DU
making North Wales the **safest** place in the UK

Training

Strategic Procurement staff have successfully completed the Chartered Institute of Purchasing and Supply (CIPS) 'Ethical Procurement and Supply' online training and refresh this annually. Staff involved in procurement and/or recruitment will undertake relevant training via the Welsh Government/NHS e-learning module.

The Police and Crime Commissioner for North Wales and the Chief Constable are working towards the Living Wage Foundation living wage and the Welsh forces have agreed to develop an All Wales Whistle Blowing Policy with specific reference to the Code of Practice.

Our Objectives are captured in the Action Plan

The public and staff, equally, have a responsibility to be aware of potential instances of modern slavery or of a business using forced labour. If you have any such concerns, please contact any of the following bodies:-

North Wales Police: Telephone 101 (or 999 in an Emergency)

Modern Slavery Helpline: Telephone 0800 0121700

Crimestoppers: Telephone 0800 555 111

Download the Unseen App for free

This Statement has been approved by The Police and Crime Commissioner for North Wales and the Chief Constable. It will be reviewed and updated annually.



Arfon Jones

Police and Crime Commissioner
for North Wales



Carl Foulkes

Chief Constable,
North Wales Police



08000 121 700



**MODERN
SLAVERY**
Police Transformation

Date 15th March 2019

13. SOCIAL VALUE GUIDANCE

NORTH WALES POLICE & CRIME COMMISSIONER AND NORTH WALES POLICE

SOCIAL VALUE GUIDANCE

Background

All tenders, requests for quotation, commissioning and grant funding exercises will require suppliers to submit a response to a Social Value Question, the following guidance is generic and intended to support all suppliers responding to questions.

Suppliers from various sectors can support the achievement of the social value objectives of the North Wales Police (NWP) & the Office of the Police and Crime Commissioner for North Wales (OPCC) through the delivery of contracts and partnership working.

The objectives are listed below.



SOCIAL	ECONOMIC	ENVIRONMENTAL	CULTURAL
CREATE SUSTAINABLE AND SAFER COMMUNITIES • Provide Health, Wellbeing and Support Packages • Work better with communities, people and each other (Wellbeing of Future Generations Act) • Build capacity and support for the Third Sector (inc the voluntary and community sector)	HELP BUILD A STRONGER NORTH WALES ECONOMY • Support Local Business and spend money locally • Create Jobs, Apprenticeships and Training opportunities within the local community • Reduce In-equality, raise Living standards and work towards paying a Living Wage	SUSTAINABLE CONSUMPTION AND REDUCED USAGE • Enhancing the environment • Reduce Energy Consumption and CO2 emissions • Increase Sustainable and Greener Consumption and Production	CREATE A VIBRANT AND RESPONSIBLE NORTH WALES • Help to create a Thriving Welsh Language • Help to create a vibrant Welsh Culture and Heritage • Promote Ethical Trading and minimise instances of Modern Slavery

Start to consider what your organisation does at present that fits within the objectives above. If it helps you can undertake a [basic independent assessment](#) of your organisation to evaluate how well positioned you are to start delivering Social Value.

The public sector is under increasing financial pressures as demand for services grows, so it is essential we consider social and community benefits when spending public money and explore: what is important to local people and communities when delivering services?; can we deliver services differently to create a positive impact; where can we support local businesses through public contracts? and what are the local challenges we face that could be better resolved by working together with local communities?

Your response to a Social Value question could increase the economic, social, environmental and cultural wellbeing of a local community **but could also make the difference to you winning a contract**, so please follow the supporting guidance below.

Helping you to demonstrate your Social Value offer

Suppliers can sometimes struggle to demonstrate how they can deliver Social Value when completing tender documents. Here are some pointers to help you submit your bid

- [Social Value Policy](#) - Familiarise yourself with the North Wales Police & Crime Commissioner and North Wales Police Social Value Policy, to better understand our priorities and how you can align what you are currently doing with those priorities.
- [Social Value Charter](#) - Familiarise yourself with the North Wales Police & Crime Commissioner and North Wales Police Social Value Charter, a voluntary and self-assessment charter for all tenders below £50,000.
- **Supply Chain** – if you work with other suppliers and sub-contractors to deliver your bid then find out if they can support you, they may already be delivering social value?
- **Detail in the answer** – remember if you are completing a response to a
 - PQQ (pre-qualification question) you will need to demonstrate past experiences ideally with some facts and figures of what you delivered.
 - ITT (invitation to tender) you will need to demonstrate how you will deliver the contract, so you may want to consider within your answer: how you will manage the delivery of social value; how you will engage with the client during delivery of the social value and how you will report on the social value outcomes delivered.
- **Realistic** – be realistic about what you can deliver as this will become a contractual commitment if you are successful.

* Any proposed Social Value offered is written into the contract as a key performance indicator and will be monitored to ensure the outcome(s) is delivered.

Some Ideas

SOCIAL	ECONOMIC	ENVIRONMENTAL	CULTURAL
Create volunteering opportunities for your staff or the community	Create Jobs, training and work experience opportunities	Reduce Energy use and harmful emissions	Reduce Unethical Trading or Modern Slavery from your Supply Chain
Provide Health and Wellbeing packages for staff	Spend money with local shops and suppliers	Provide Green or Recreational area for staff or community	Support staff to learn and speak the Welsh Language
Improve Work-Life balance for staff	Pay all staff a living wage	Reduce Waste and recycle more	Encourage staff to visit local place of culture / heritage
Sponsor Local Teams and Events	Employ local people	Contribute food to food banks	Sponsor or support local cultural events

Further Advice & Training

To remain impartial the OPCC and NWP can offer no individual advice to suppliers, however further support, help and training is available from many independent bodies and you can register your interest for further support, details or to be signposted to help websites [here](#).

Or at <http://sustainablesupplychainsltd.co.uk/north-wales-social-value-further-support/>

SECTION 1B - TERMS AND CONDITIONS OF CONTRACT

1. INTRODUCTION

- 1.1. The Police and Crime Commissioner (PCC) is prepared to receive Tenders for the requirement as detailed in this document and in accordance with these Conditions of Contract and any Special Conditions of Contract. Tenders which do not comply with these Conditions may not be considered.
- 1.2. These Conditions shall be incorporated in any contract (or order) made by the PCC for the purchase of goods and/or services unless they are specifically excluded by the PCC and shall apply to the extent that they are not inconsistent with any special conditions of this Agreement.
- 1.3. The submission of a Tender for the supply of goods and/or services set out in the Form of Tender shall be made only in accordance with these Tender Documents and the PCC shall not be bound by any variation, addition to or waiver of any condition contained in these Tender Documents except as shall have been specifically agreed between the PCC and the Contractor in writing and signed on behalf of the PCC by an Authorized Signatory.
- 1.4. Any clauses in the Contractor's own conditions of sale or contract or any supplementary condition or letter which are at variance with these Tender Documents shall be overridden by these Tender Documents unless specifically agreed in writing in accordance with the above paragraph.

2. DEFINITIONS

- 2.1. In the Agreement except where the context otherwise requires:
 - 2.1.1. the terms and expressions set out in Definition Section of this tender shall have the meanings ascribed therein;
 - 2.1.2. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 2.1.3. words importing the masculine include the feminine and the neuter;

- 2.1.4. reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 2.1.5. references 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 amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 2.1.6. references 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 assignees or transferees;
- 2.1.7. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
- 2.1.8. headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

3. PCC’S OBLIGATIONS

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

4. ENTIRE AGREEMENT

- 4.1. The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

5. SUFFICIENCY OF INFORMATION

- 5.1. The Contractor shall be deemed to have examined the requirements specified, and these General Conditions of 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 these Conditions of Contract on which the Contractor could reasonably have satisfied itself beforehand.

- 5.2. The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the accuracy and sufficiency of the rate and prices stated by him in his tender which shall (except in so far as it is otherwise provided in this Agreement) cover all his obligations under this Agreement and shall be deemed to have obtained for himself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect his tender.

6. SCOPE OF AGREEMENT

- 6.1. Nothing in the Agreement shall be construed as creating a partnership or a contract of employment between the PCC and the Contractor.

7. SPECIFICATION

- 7.1. Where an appropriate Standard Specification or Standard Code of Practice issued by the British Standards Institution or EU is current one calendar month before the date of Tender, all goods and materials used or supplied and/or all workmanship is to be at least in accordance with that standard or such higher standard as may be specified. During the course of this Agreement the PCC may wish to make amendment to the Specification. The Contractor will use all reasonable endeavours to comply with the amended Specification and will advise the PCC of any variation in price, which may occur as a result of any amendments.
- 7.2. The Services shall be of the quality or to the standard required by the Service Standards but otherwise shall be in accordance with any specifications of the British Standard Institution (BSI) or the International Organisation for Standardisation (ISO) or the European Committee for Standardisation (CEN) relating to the services and current at the date of the tender.

8. PURCHASE FROM AN ALTERNATIVE SUPPLIER

- 8.1. Notwithstanding the provisions of Clause 65 (Termination on Default) the Tenderer, should the Contractor for any reason whatsoever fail to deliver any item the subject of this Agreement at any time throughout the Contract period or be otherwise in breach of or fail to fulfil any obligation imposed upon him by virtue of this Agreement the PCC may in its

absolute discretion determine the same, without incurring liability, either in whole or in part or to the extent only of such failure or breach on the part of the Contractor, and the PCC may then purchase from another source any item required by them to make good any failure or breach on the part of the Contractor or, in the event of this Agreement being wholly determined, any items which but for the breach or failure of the Contractor might otherwise have been ordered from him.

9. WAIVER

- 9.1. The failure of either Party to insist upon strict performance of any provision of the Agreement or the failure of either Party to exercise 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 Agreement. 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 the provisions of Clause 25 (Notices).
- 9.2. A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.
- 9.3. If any provision of the Agreement 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 Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
- 9.4. Failure by the PCC at any time to enforce the provisions of this Agreement or to require performance by the Contractor of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part the Tenderer or the right of the PCC to enforce any provision in accordance with these terms.

10. VARIATIONS

- 10.1. The PCC reserves the right on giving two [2] months written notice from time to time to require changes to the Goods/Service for any reasons whatsoever PROVIDED THAT such addition, omission or variation does not amount to a material change to the Specification. Such a change is hereinafter called “a Variation”. No such variation shall vitiate this Agreement.

- 10.2. Any such Variation shall be communicated in writing by the Contract Manager to the Contractor's Representative in accordance with the notice provisions of Clause 25. All Variations shall be in the form of an addendum to the Agreement.
- 10.3. In the event of a Variation the Price may also be varied. Such Variation in the Price shall be calculated by the PCC and agreed in writing with the Contractor and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. Failing agreement the matter shall be determined by negotiation or mediation in accordance with the provisions of Clause 71.
- 10.4. The Contractor shall provide such information as may be reasonably required to enable such varied price to be calculated.
- 10.5. The Contractor may request a variation provided that the request is made in writing, including any cost variation within seven [7] days of such occurrence first becoming known to the Contractor.
- 10.6. The PCC will either approve or reject in writing any variation proposed by the Contractor. When a variation is rejected a reason will be provided in writing with such rejection.
- 10.7. The Contractor will either approve or reject in writing any variation proposed by the PCC. When a variation is rejected a reason will be provided in writing with such rejection.
- 10.8. The PCC may remove any item that is no longer required, giving 28 days' notice and written confirmation. Unless any specific buy back agreements have been signed the PCC will take no responsibility for stock of product or material held by the Contractor.
- 10.9. The PCC may add any item to this Agreement, subject to the additions being related in nature to the goods/services being provided and no such additions shall vitiate this Agreement.

11. PRICE

- 11.1. The Tenderer shall comply with all the terms and conditions contained herein relating to pricing and price variations. No price variation will be considered otherwise than in accordance with the price variations detailed in this clause.
- 11.2. Tendered prices must include all costs incurred in providing the Goods/Service (including delivery) as specified in the Tender Documents but shall, unless otherwise indicated in the Tender

Documents, exclude Value Added Tax, where applicable.

- 11.3. As regards any Goods comprised in this Agreement, or any component part or ingredient of such Goods, which may be or become subject to the payment of duty, any new duty, or any increase or decrease in duty existing at the date of the Tender payable in respect of such goods supplied under this Agreement, or in respect of any component part or ingredient the Tenderer, shall in the case of a new duty or increased duty be allowed to the Contractor and, in the case of a decreased duty, be allowed to the PCC.
- 11.4. As regards any services comprised in this Agreement, all costs associated with the provision of the Service are deemed to be included in the Service Charge. The Service Charge shall be inclusive of all staffing costs, training, travel expenses and administration. No additional charges will be paid by the PCC for the provision of the services throughout the night, at weekends or during public holidays unless agreed at the commencement of this Agreement.
- 11.5. Applications/or price variations will only be considered once per calendar year to become effective , in the event the contractual term is extended by both the parties a minimum of 28 days' prior notice has been given to the PCC, to take account of any alteration which has taken place in the rates of wages, costs of materials and transport.
- 11.6. Any claim for a price increase must be fully substantiated and proved to the satisfaction of the PCC by the production of purchase invoices, full details of costs or such other evidence as is considered essential to the examination of the claim. The imposition of price variations will not be carried out until formal acceptance is given in writing by the PCC (such acceptance will not unreasonably withheld). In the event, the PCC does not accept the proposed price variation, the performance of this Agreement will not be affected and the price will remain as previously agreed. Prices ruling at the date of provision of the goods and/or services and any retrospective price increases will not be accepted.
- 11.7. Price increases will not normally be accepted if above the General Retail Price Index.
- 11.8. If during the Contract period a decrease in the price of comparable quantities of similar goods/services is quoted or charged by the Contractor to other customers, the Contractor will implement such a reduced price in favour of the PCC and will notify, in writing, to that

effect. Should the Contractor be unwilling to affect a price reduction of this nature, the PCC shall be free to purchase such items from the lowest priced source without incurring any liability.

11.9. The PCC reserves the right to determine this Agreement forthwith in the event that it deems any increase in price to be unreasonable.

11.10. All payments will be made in Pounds Sterling.

12. PAYMENT AND TAX

12.1. The PCC shall pay the undisputed sums due to the Contractor in cleared funds within thirty [30] days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the PCC. All invoices must be clearly marked with the relevant order number. The PCC will not pay any invoice that has an outstanding credit note against it.

12.2. Each invoice shall contain all appropriate references and a detailed breakdown of the goods/services provided and shall be supported by any other documentation reasonably required by the Contract Manager to substantiate the invoice.

12.3. Tax, where applicable, shall be shown separately on valid Tax invoices as a strictly net extra charge.

12.4. The Contractor shall not suspend the supply of the Goods/Services for failure to pay undisputed sums of money.

13. FEES AND EXPENSES

13.1. Fees tendered/quoted are to be fully inclusive of all disbursements, general and office overheads. No additional costs will be considered by the PCC.

13.2. VAT, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

14. RECOVERY OF SUMS DUE

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

contract with the PCC.

- 14.2. Any overpayment by either Party, whether of the Price or of Tax, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 14.3. The Contractor shall make any payments due to the PCC 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 PCC to the Contractor.
- 14.4. Exercise by the PCC of his rights under this Clause shall be without prejudice to any other rights or remedies available to the PCC under this Agreement.

15. PRICE ADJUSTMENT ON EXTENSION

- 15.1. Subject to Clause 11 the Price shall remain fixed for the Term.
- 15.2. In the event of a possible Extension, the PCC reserves the right to review any charges payable to the Contractor for the provision of the Goods/Services beyond the Term.
- 15.3. If the PCC exercises its rights under this Agreement in accordance with Clause 48 to extend the term, the PCC must agree the Price to be payable to or for the provision of any Goods/Services during the Extension, at least three [3] months prior to the end of the Term.
- 15.4. Any claim for an increase in the charges during an Extension will only be considered if the increase does not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (or another such index as notified to the Contractor in writing) between the Commencement Date and the date three [3] months before the end of the Term.

16. MONITORING OF PERFORMANCE

- 16.1. The Contractor shall comply with the monitoring arrangements set out in the ITT including, but not limited to, providing such data and information as the Contractor may be required to produce under the Agreement.

17. CONTRACT PERFORMANCE

17.1. The Contractor shall perform its obligations under this Agreement:

- 17.1.1. with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- 17.1.2. in accordance with Good Industry Practice; and
- 17.1.3. in compliance with all applicable Laws.

17.2. The Contractor shall ensure that:

- 17.2.1. the Goods/Services conform in all respects with the Specification and, where applicable, with any sample approved by the PCC, and all applicable laws.
- 17.2.2. the Goods operate in accordance with the relevant technical specifications and correspond with the requirements of the Specification and any particulars specified in this Agreement;
- 17.2.3. the Goods are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Contractor by the PCC.

18. STANDARD OF THE WORKS

- 18.1. The standard of work shall be as specified in this Agreement. To the extent that the standard of work has not been specified the Contractor shall use good quality materials, the best applicable techniques and standards and execute this Agreement with care, skill and diligence in accordance with best practice.
- 18.2. The Contractor warrants and represents that all staff assigned to the performance of this Agreement shall possess such skill and experience as is necessary for the proper performance of this Agreement.
- 18.3. The Contractor shall provide the PCC with such reports of his work at such intervals and in such form as the PCC may require from time to time.

19. MANNER OF CARRYING OUT INSTALLATION WORK

- 19.1. The Contractor shall not deliver any materials or plant nor commence any work on the Premises without obtaining the prior written approval of the PCC. Notwithstanding the foregoing, the Contractor shall, at the PCC's written request, remove from the Premises any materials brought into the Premises by the Contractor, which in the reasonable opinion of the PCC are either hazardous, noxious or not in accordance with this Agreement and substitute proper and suitable materials at the Contractor's expense as soon as reasonably practicable.
- 19.2. Any access to, or occupation of, the Premises which the PCC may grant the Contractor from time to time shall be on a non-exclusive licence basis free of charge. The Contractor shall use the Premises solely for the purpose of performing its obligations under this Agreement and shall limit access to the Premises to such Staff as is necessary for that purpose. The Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on the Premises as the PCC may reasonably request.
- 19.3. When the Contractor reasonably believes it has completed the Installation Works it shall notify the PCC in writing. Following receipt of such notice, the PCC shall inspect the Installation Works and shall, by giving written notice to the Contractor:
- 19.3.1. accept the Installation Works, or
 - 19.3.2. reject the Installation Works and provide reasons to the Contractor if, in the PCC's reasonable opinion, the Installation Works do not meet the requirements set out in the Specification.
- 19.4. If the PCC rejects the Installation Works in accordance with clause 19.3.2, the Contractor shall immediately rectify or remedy any defects and if, in the PCC's reasonable opinion, the Installation Works do not, within [5] Working Days, meet the requirements set out in the Specification, the PCC may terminate this Agreement with immediate effect by notice in writing.
- 19.5. The Installation Works shall be deemed to be completed when the Contractor receives a notice issued by the PCC in accordance with clause 19.3.1. Notwithstanding acceptance of any Installation Works in accordance with that clause, the Contractor shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the PCC of the Installation

Works.

19.6. Throughout the Contract Period, the Contractor shall:

- 19.6.1. Have at all times all licences, approvals and consents necessary to enable the Contractor and Staff to carry out the Installation Works;
- 19.6.2. Provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the Installation Works;
- 19.6.3. Not, in the performance of its obligations under this Agreement, in any manner endanger the safety or unlawfully interfere with the safety or convenience of the public.

19.7. On completion of any Installation Works the Contractor shall remove its plant, equipment and unused materials 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 therein, other than fair wear and tear, which is caused by the Contractor or any Staff.

20. PROPERTY

20.1. Where the PCC issues Property free of charge to the Contractor such Property shall be and remain the property of the PCC and the Contractor irrevocably licences the PCC and its agents to enter 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 PCC. The Contractor shall take all reasonable steps to ensure that the title of the PCC 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 PCC's request, store the Property separately and ensure that it is clearly identifiable as belonging to the PCC.

20.2. The Property shall be deemed to be in good condition and fit for its purpose when received by or on behalf of the Contractor unless the Contractor notifies the PCC otherwise within 5 Working Days of receipt.

20.3. 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 this Agreement and for no other purpose without prior Approval.

- 20.4. The Contractor shall ensure the security of the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Goods/Service, in accordance with the PCC's reasonable security requirements as required from time to time.
- 20.5. The Contractor shall be liable for any and all loss of or damage (excluding fair wear and tear) to any PCC Property, unless the Contractor is able to demonstrate that such loss or damage was caused by the negligence or default of the PCC. The Contractor's liability set out in this clause shall be reduced to the extent that such loss or damage was contributed to by the negligence or default of the PCC. The Contractor shall inform the Contract Manager within two [2] Working Days of becoming aware of any defects appearing in or losses or damage occurring to PCC Property made available for the purposes of the Agreement.

21. QUANTITIES

- 21.1. The quantities stated in the Specification and operational requirements are those, which are estimated as the probable requirements of the PCC for the period of this Agreement, but the PCC may at its option require the supply and delivery under any term in the Specification of any quantity greater or less than the quantity specified in such item.
- 21.2. The quantities stated in the Tender Documents do not form a commitment of the PCC.

22. PROGRESS REPORTS

- 22.1. Where progress reports and other management information are to be submitted under this Agreement, the Contractor shall render such reports and management information as to the progress of the mutual obligations under this Agreement at the time and in such form as may be specified or as otherwise agreed between the PCC and the Contractor. Submission, receipt and acceptance of these reports shall not prejudice the rights of either party under this Agreement.

23. LICENCES AND PERMITS

- 23.1. If the performance of this Agreement requires any Licences or other permits, it shall be the responsibility of the Contractor to ensure that

such Licence or other permits are available at no cost to the PCC at the place and at the time to enable unrestricted use by the PCC.

24. LIENS

- 24.1. The Contractor shall protect and shall hold all property of the PCC free from all liens, charges and other encumbrances.
- 24.2. If the performance of this Agreement requires any Licences or other permits, it shall be the responsibility of the Contractor to ensure that such Licence or other permits are available at no cost to the PCC at the place and at the time to enable unrestricted use by the PCC.

25. NOTICES

- 25.1. Except as otherwise expressly provided within the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.
- 25.2. Any notice or other communication which either party is required by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at its address as specified in this Agreement either:
 - 25.2.1. by hand;
 - 25.2.2. by registered or recorded delivery;
 - 25.2.3. by facsimile or electronic mail transmission confirmed by registered first class post or recorded delivery within 24 hours of transmission;
 - 25.2.4. if the notice is to the Contractor at his last known address or if to a limited company at its Registered Office, or
 - 25.2.5. to the PCC and addressed to North Wales PCC, Procurement Department, Force Headquarters, Glan-y-Don, Colwyn Bay, LL29 8AW, North Wales and any Notices so served shall be deemed properly served.
- 25.3. Notices are deemed to have been served as follows: delivered by hand; on the day when they are actually received; sent by recorded delivery: two working days after posting, sent by facsimile or electronic mail; on the day of transmission if transmitted before

16.00 hours on the working day, but otherwise 09.00 hours on the following working day, provided in each case that the required confirmation is sent.

25.4. Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 25.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two [2] Working Days after the day on which the letter was posted, or four [4] hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

25.5. For the purposes of Clause 25.1 and 25.2, the address of each Party shall be:

25.5.1. For the PCC:

For the attention of:

Title: Head of Procurement

Address: North Wales Police, Procurement Department,
Force Headquarters, Glan-y-Don, Colwyn Bay,
LL29 8AW, North Wales

E-mail: Procurement@nthwales.pnn.police.uk

25.5.2. For the Contractor:

For the attention of the Person Named on the Form of Tender.

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

26. MISTAKES IN INFORMATION

26.1. The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the PCC by the Contractor in connection with the provision of the Goods/Services and shall pay the PCC any extra costs occasioned by any discrepancies, errors or omissions therein.

27. CONFLICTS OF INTEREST

- 27.1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any employee, servant, agent, supplier or sub-contractor is placed in a position where in the reasonable opinion of the PCC there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or such persons and the duties owed to the PCC under the provisions of the Agreement. The Contractor will disclose to the PCC full particulars of any such conflict of interest which may arise.

28. PREVENTION OF CORRUPTION, FRAUD AND CARTELS

- 28.1. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any fraudulent activity by its employees, the Contractor (including its shareholders, members, directors) and/or any of the Contractor's suppliers, in connection with the receipt of monies from the PCC. The Contractor shall notify the PCC immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 28.2. The Contractor shall not be a party to a cartel, whether by price-fixing, market sharing or otherwise. If however, it becomes established that the Contractor is a party to a cartel (of any kind) the PCC will promptly report the fact (with details of the surrounding circumstances) to the Office of Fair Trading, and the PCC will terminate the Agreement.
- 28.3. The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the PCC 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 Agreement or any other contract with the PCC, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. The attention of the Contractor is drawn to the criminal offences under the Bribery Act 2010.
- 28.4. The Contractor warrants that it has not paid commission or has agreed to pay any commission to any employee or representative of the PCC by the Contractor or on the Contractor's behalf. The Contractor warrants that it complies with the Bribery Act 2010 and that it has not been prosecuted or is being prosecuted as a result of a breach of this Act.
- 28.5. Where the Contractor or Contractor's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Contractor's

behalf, engages in conduct prohibited by clauses 28.1 or 28.2 in relation to this or any other contract with the PCC, the PCC has the right to:

- 28.5.1. terminate the Agreement and recover from the Contractor the amount of any loss suffered by the PCC resulting from the termination, including the cost reasonably incurred by the PCC of making other arrangements for the provision of the Goods and any additional expenditure incurred by the PCC throughout the remainder of the Term; or
- 28.5.2. recover in full from the Contractor any other loss sustained by the PCC in consequence of any breach of this clause, whether or not the Agreement has been terminated.

29. RELEVANT EMPLOYEES

- 29.1. At the commencement of the Agreement and at any time thereafter on request, the Contractor shall make available for the purposes of this Agreement any Relevant Employees to enable the PCC to undertake any necessary security clearances. The Contractor shall provide the PCC with a list including the names, addresses, dates and places of birth, of all Relevant Employees regarded by the Contractor as key personnel and, if and when instructed by the PCC, all other Relevant Employees, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the PCC may reasonably require. The Contractor shall not without the prior written approval of the PCC make any changes in the key personnel referred to in this paragraph.
- 29.2. The Contractor shall furnish the PCC with full individual details of all newly appointed personnel as may be required for the purpose of checking security clearance and if so directed by the PCC in the PCC's absolute discretion, ensure that a person does not obtain employment or continue to be employed by the Contractor on the delivery of the goods or provision of the services should they fail to attain security clearance. This does not prevent the individual from being employed by the Contractor but they must not work on or have access to the goods under this Agreement.
- 29.3. Security Clearance will take a minimum of 6 weeks.
- 29.4. The PCC can request the removal of the Contractor's personnel concerned with the Contract and/or to decline security clearance for any such personnel without providing a reason. No personnel will be allowed to visit premises the subject of this Agreement without

security clearance. The Contractor must ensure that his list of security cleared personnel is constantly kept up to date and available for inspection by the PCC's personnel.

- 29.5. Where any change of circumstances or where any new information about personnel comes to the attention of the Contractor during the currency of the Agreement which may affect the decision on security clearance which has been taken by the PCC, the Contractor shall provide this to the PCC and shall comply with any decision made by the PCC in this clause.
- 29.6. The Contractor shall not permit any employee to bring any unauthorised personnel (including children and animals) on to any of the PCC's premises.
- 29.7. The Contractor's employees must not smoke or drink alcohol whilst on the PCC's premises. The PCC operates a non-smoking policy in all its vehicles, buildings and premises. Smoking for all personnel is totally prohibited whilst at work or on the PCC's premises. Smokers who wish to smoke will have to leave the PCC's premises entirely – including all car parks and grounds. This ruling applies to all suppliers and Contractors whilst on the PCC's premises or using vehicles belonging to the PCC.
- 29.8. The PCC will not accept any liability in respect of theft, loss or damage to personal property of the Contractor's employees.
- 29.9. The Contractor shall bear the cost of any action, notice, instruction or decision of the PCC under this Clause and will indemnify the PCC against all actions, suits, claims, demands, losses, charges, costs and expenses which the PCC may suffer or incur, directly or indirectly any action, notice, instruction or decision of the PCC under this Clause.
- 29.10. The Contractor will notify the PCC when any member of its staff who had access to any of the PCC's assets or systems leaves their employment. In accordance with the Contractor's policies and procedures when that staff member leaves, the Contractor will immediately disable their means of access to systems, and recover all keys, ID badges and items of uniform.

30. CANVASSING

- 30.1. Canvassing is prohibited and any Tenderer who is guilty of so doing will be disqualified and apart from any other action which may be taken against him will be debarred from tendering to the PCC for a minimum period of three [3] years following the date of expiry of this

Agreement the subject of the Tender or other such period as may be prescribed by the PCC.

31. SUB-CONTRACTING

- 31.1. Where the Contractor enters into a sub-contract in accordance with Clause 32, with a supplier or contractor for the purpose of performing the Agreement, it shall cause a term to be included in such sub-contract which requires payment to be made of undisputed sums by the Contractor to the sub-contractor within a specified period not exceeding thirty [30] days from the receipt of a valid invoice, as defined by the sub-contract requirements.

32. ASSIGNMENT AND SUB-CONTRACTING

- 32.1. The Contractor shall not assign, novate, sub-contract or in any other way dispose of the Agreement or any part of it without prior approval in writing from the PCC. Sub-contracting any part of the Agreement shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Agreement.
- 32.2. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 32.3. Where the PCC has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the PCC, be sent by the Contractor to the PCC within two [2] Working Days of such request.

33. CONTRACTOR'S DUTIES TO EMPLOYEES

- 33.1. The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, as amended by the Race Relations (Amendment) Act 2000, the Race Relations (Amendment) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Disability Discrimination Act 2005, the Employment Equality (Sexual Orientation) Regulations 2003, the European Community Goods and Services Directive 2004/113, the Employment Act 2006, the Sexual Discrimination Act 1975, the Sexual Discrimination Regulations 2003, the Employment Equality (Age Discrimination) Regulations 2006, the Equality Act 2006 or any statutory modification or re-enactment the Tenderer relating to discrimination in employment.

- 33.2. The Contractor shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of this Agreement.
- 33.3. The Contractor shall be required to fully comply with the Health & Safety at Work Act 1974 and with all regulations attached thereto. All health and safety information provided by the PCC to the Contractor for this purpose shall be provided to the Contractor's staff. If the Contractor is in breach of this condition, the PCC will be entitled to suspend this Agreement forthwith without prejudice to any other rights which the PCC may have, until such time as the breach has been rectified.
- 33.4. The Contractor shall keep proper records necessary for the satisfactory completion of this Agreement including wages, records and time sheets, showing the wages paid to and the time worked by the worker in his employ and about the execution of this Agreement. All such records shall be produced whenever required for the inspection by an officer authorised by the PCC.
- 33.5. The Contractor shall be responsible for the observance of this condition by Sub-Contractors employed within the United Kingdom in the execution of this Agreement and shall if required notify the PCC of the names and addresses of all such Sub-Contractors.

34. PERSONNEL

- 34.1. Both Parties agree that during and for one year following completion of the services engagement period, neither party will directly solicit for employment personnel assigned to this contract.

35. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 35.1. A person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the PCC or the Contractor) shall not have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to Clause 35. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

36. TUPE

- 36.1. The terms and Conditions as set out in the Special Terms and Conditions section of this document hereof shall have effect

37. ENVIRONMENTAL REQUIREMENTS

- 37.1. The Contractor shall, when working on the PCC's Premises, perform the Agreement in accordance with the PCC'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.
- 37.2. The Contractor shall take action to minimise any adverse effect on the environment from the products used in fulfilment of this Agreement or from their manufacture, storage and supply in accordance with legislation and best practice at the time.

38. HEALTH AND SAFETY

- 38.1. The Contractor represents and warrants to the PCC that the Contractor has satisfied himself that all necessary tests and examinations have been made or will be made prior to delivery of the Goods/Services to ensure that the Goods/Service are designed and performed so as to be safe and without risk to the health or safety of persons using the same, and that he has made available to the PCC adequate information about the Goods/Services and about any conditions necessary to ensure that when put to use the Goods/Services will be safe and without risk to health.
- 38.2. The Contractor shall promptly notify the PCC of any health and safety hazards which may arise in connection with the performance of the Agreement. The PCC shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the PCC's Premises and which may affect the Contractor in the performance of the Agreement.
- 38.3. The Contractor shall indemnify the PCC against all actions, suits, claims, demands, losses, charges, costs and expenses which the PCC may suffer or incur as a result of or in connection with any breach of this Condition.

- 38.4. While on the PCC's Premises, the Contractor shall comply with any health and safety measures implemented by the PCC in respect of Staff and other persons working on those Premises.
- 38.5. The PCC recognises that contract work on NWP premises remains part of NWP undertaking. The duties to ensure that work is carried out in a safe manner cannot be totally delegated to the contractor. In the spirit of co-operation and partnership, NWP will endeavour to work with the contractor to ensure the highest standards of health and safety at all times.
- 38.6. The Contractor shall notify the PCC immediately in the event of any incident occurring in the performance of the Agreement on the PCC's Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 38.7. The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974, and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of the Agreement.
- 38.8. The Contractor shall notify the PCC of any health and safety hazards of which it is aware (having made all reasonable enquiries) and which may arise in connection with the performance of this Agreement.
- 38.9. The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the PCC on request.
- 38.10. The PCC will require that the Contractor takes all reasonable steps to carry out the work safely. The Health and Safety Policy, Risk Assessments and, where necessary, Method Statements must be supplied and complied with in all respects. The Contractor must be fully aware of, and comply with, all Health and Safety legislation and best practice applicable to the work being undertaken. The Contractor will take steps to monitor Health and Safety compliance, and will promptly act to correct shortcomings in organisation or arrangements. Participating Authorities may issue guidelines to contractors, which they would be expected to observe.
- 38.11. It is essential that Risk Assessments and Method Statements are available not only for the initial contract bid purposes, but are also developed and applied on all future work on NWP premises. To this end, tenderers are required to submit a generic Risk Assessment/Method Statement, together with one site-specific Risk

Assessment/Method Statement with this tender submission. Contractors who are subsequently awarded contract status will be required to provide a site-specific Risk Assessment/Method Statement which they are invited to bid for. Contractors that require access to NWP premises to fulfil their contractual obligations must ensure that copies of any risk assessments/method statements are carried in their vehicles, and that drivers can produce them if requested in line with our Health and Safety duty of care obligations.

39. PREMISES

- 39.1. The Contractor agrees to follow NWP's Health and Safety Regulations and Lone Worker Policy when on NWP Premises and agrees to comply with the PCC's Lone Worker Policy, Health and Safety Policy, Smoking Policy, Drug Policy, Welsh Language Policy, Environmental Policy and Asbestos Policy, and any future amendments to these policies.

40. COMPLIANCE WITH LEGISLATION

- 40.1. The Contractor(s) warrants that the Services to be supplied comply in all respects with all relevant requirements of any Statute, Statutory Rule, or Order or other instrument having the force of law or Code of Practice which may be in force at the time when the same are supplied including but not limited to the Criminal Procedures and Investigations Act 1996.
- 40.2. The Contractor(s) warrants that it will work with the North Wales Police and the Office of the Police and Crime Commissioners to meet the requirements as set out in the Well-being of Future Generations (Wales) Act 2015.

41. CONTRACTOR'S STATUS

- 41.1. The Contractor is not and shall in no circumstances hold himself out as being, the servant or agent of the PCC otherwise than in circumstances expressly permitted by these Conditions.
- 41.2. The Contractor is not and shall in no circumstances hold himself out as being, authorised to enter into any contract on behalf of the PCC or in any way bind the PCC in the performance, variation, release or discharge of any obligation.
- 41.3. The Contractor has not and shall in no circumstances hold himself out as having the power to make, vary, discharge or waive any by-

law or regulation of any kind.

41.4. The employees of the Contractor are not and shall not hold themselves out to be and shall not be held out by the Contractor as being servants or agents of the PCC for any purpose whatsoever.

41.5. In carrying out the Services the Contractor shall be acting as principal and not as the agent of the PCC.

41.6. Accordingly:

41.6.1. The Contractor shall not (*and shall procure that his agents and servants do not*) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the PCC, and

41.6.2. Nothing in this Agreement shall impose any liability on the PCC in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the PCC to the Contractor that may arise by virtue of either a breach of this Agreement or any negligence on the part of the PCC's staff or agents.

42. HUMAN RIGHTS

42.1. The parties shall not do or (in so far as any act lies within the reasonable power of the parties to prevent) permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights and/or the Human Rights Act, 1998.

42.2. The parties shall not do or (in so far as any act lies within the reasonable power of the parties to prevent) permit or allow anything to be done which may result in the PCC acting incompatibly with the rights contained within the European Convention on Human Rights and/or the Human Rights Act 1998.

42.3. Each party shall indemnify the other party against any loss, claims and expenditure resulting from any breach of this clause.

43. DATA PROTECTION ACT

43.1. The Contractor shall (and shall procure that any of its Staff involved in the provision of the Agreement) comply with any notification requirements under the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) and

any act amending, replacing or renewing the same. Both Parties will duly observe all their obligations under the DPA which arise in connection with the Agreement.

43.2. Notwithstanding the general obligation in Clause 43.1, where the Contractor is processing personal data (as defined by the DPA) as a data processor for the PCC (as defined by the DPA) the Contractor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

43.2.1. provide the PCC with such information as the PCC may reasonably require to satisfy itself that the Contractor is complying with its obligations under the DPA;

43.2.2. promptly notify the PCC of any breach of the security measures required to be put in place pursuant to clause 42.2; and

43.2.3. ensure it does not knowingly or negligently do or omit to do anything which places the PCC in breach of the PCC's obligations under the DPA.

43.3. The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

43.4. In respect to the provision of the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680 each Contracting Authority shall assume responsibility as 'Data Controller' while the Contractor(s) assumes the role of 'Data Processor'. From time to time as the Contracting Authority may deem it necessary 'as Data Controller', the contracting Authority will provide written instructions to the Contractor(s) pertaining to the use or 'processing' of any 'personal data' owned or controlled by the Contracting Authority and to which the Contractor(s) may have access to for the purposes of this Agreement. In performing any Services under this Agreement, where the Contractor(s) will assume the role of 'Data Processor' on behalf of the Contracting Authority and will comply with any such written instructions provided by the Contracting Authority. The Contracting Authority will choose a 'Data Processor' providing sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out; and reserves the right to take reasonable steps to

ensure compliance with those measures; and will ensure that the processing by the 'Data Processor' is carried out under contract, which is made or evidenced in writing (known as a Data Processing Agreement), under which the 'Data Processor' is to act only on instruction from the Contracting Authority and; the Data processing Agreement must require the 'Data Processor' to comply with obligations equivalent to those imposed on the Contracting Authority by the seventh Data Protection Principle.

44. CONFIDENTIALITY AND SECURITY OF CONFIDENTIAL INFORMATION

- 44.1. The Contractor undertakes to ensure that its employees abide by the provisions of the Official Secrets Act 1911 and 1989 and any act amending, replacing or renewing the same. The Contractor shall, by the display or notices or by other appropriate means, ensure that all persons engaged in connection with this Agreement (including any maintenance agreement) have notice that these statutory provisions apply.
- 44.2. The Contractor shall keep secret and not disclose and shall ensure that his employees keep secret and do not disclose any information of a confidential nature obtained by him by reason of this Agreement except information which is in the public domain otherwise than by reason of a breach of this provision.
- 44.3. The Contractor shall ensure that his Employees, Agents and Sub-Contractors treat all information obtained or received in connection with this Agreement as confidential and are aware of the provisions of the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) and that any personal information shall not be disclosed.
- 44.4. Without prejudice to any obligations imposed upon the Contractor by the Official Secrets Act 1911 to 1989 the Contractor shall not and shall ensure that no person employed or engaged by the Contractor at any time use (except for the development of systems and techniques for the better and more efficient delivery of the Goods), disclose, communicate or divulge, other than for the purposes of the PCC as required by law or a court of present jurisdiction, the PCC's data or any information regarding the methods, policies, procedures, techniques, computer programmes, resource or developments projects or results, other trade secrets, or any other knowledge or information used or developed by the PCC or its agents, consultants or any other person acting on its behalf (including the Contractor), or any other confidential information whatsoever relating to or dealing

with the operations, activities and undertaking of the PCC, made known to the Contractor or learned or acquired by it while supplying the Goods/Services. All information and data is to be stored securely and upon expiration of this Agreement is to be returned to the PCC.

- 44.5. The Contractor hereby agrees it will not, at any time, without prior written consent of the PCC make, publish or issue or cause to be made, published or issued any remarks or statements concerning the PCC or any of their its agents, consultants or anyone else acting on its behalf or in respect of any of its or their operations, activities or undertakings whether or not such statements are made in connection with the solicitation of business from third parties.
- 44.6. The Contractor shall indemnify and keep indemnified the PCC against any actions, claims, losses, proceedings or costs arising from any breach of this condition.
- 44.7. If the Contractor is in breach of this condition, the PCC will be entitled to cancel this Agreement forthwith.
- 44.8. The Contractor where required as part of the delivery of this Agreement to the PCC to handle or process protectively marked information in accordance with the HMG Protective Marking Scheme shall do so in compliance with the HMG Security Policy Framework and the Force's Information Security Policy.
- 44.9. Each Party shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and shall 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 the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.
- 44.10. The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the PCC under or in connection with the Agreement:
 - 44.10.1. is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;
 - 44.10.2. is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or

consultants otherwise than for the purposes of the Agreement.

44.11. The Contractor shall not use any Confidential Information it receives from the PCC otherwise than for the purposes of the Agreement.

44.12. The provisions of Clauses 44.1 to 44.4 shall not apply to any Confidential Information received by one Party from the other:

44.12.1. which is or becomes public knowledge (otherwise than by breach of this clause);

44.12.2. which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

44.12.3. which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

44.12.4. is independently developed without access to the Confidential Information; or

44.12.5. which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 pursuant to Clause 45.

44.13. Nothing in this clause shall prevent the PCC disclosing any Confidential Information for the purpose of:

44.13.1. the examination and certification of the PCC's accounts; or

44.13.2. any examination pursuant to Sections 46 and 48 of the Public Audit Act (2004) of the economy, efficiency and effectiveness with which the PCC has used its resources; or

44.13.3. disclosing any Confidential Information obtained from the Contractor:

44.13.3.1. to any government department, Police Force, Fire Service or any other Contracting Authority. All government departments Police Force, Fire Service or any other Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments 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 government department or any Contracting Authority; or

44.13.3.2.to any person engaged in supplying any Goods/Services to the PCC for any purpose relating to or ancillary to the Agreement;

44.13.3.3.provided that in disclosing information under subparagraph 44.13.3.2 the PCC discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

44.13.3.4.nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

44.14. In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Agreement, the Contractor undertakes to maintain security systems approved by the PCC.

44.15. The Contractor will immediately notify the PCC of any breach of security in relation to Confidential Information and all data obtained in the performance of the Agreement and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Contractor's obligations under Clause 44. The Contractor will co-operate with the PCC in any investigation that the PCC considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

44.16. The Contractor will also be required to enter into a Data Processing Agreement (DPA) if considered necessary by the PCC. Refusal to sign the DPA could result in this Agreement being terminated.

45. FREEDOM OF INFORMATION ACT 2000

45.1. The Contractor acknowledges that the PCC is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall assist and

cooperate with the PCC (at the Contractor's expense) to enable the PCC to comply with these Information disclosure requirements.

45.2. The Contractor shall and shall procure that its sub-contractors shall:

- 45.2.1. transfer the Request for Information to the PCC as soon as practicable after receipt and in any event within two [2] Working Days of receiving a Request for Information;
- 45.2.2. provide the PCC with a copy of all Information in its possession or power in the form that the PCC requires within five [5] Working Days (or such other period as the PCC may specify) of the PCC requesting that Information; and
- 45.2.3. provide all necessary assistance as reasonably requested by the PCC to enable the PCC to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA [or Regulation 5 of the Environmental Information Regulations].

45.3. The PCC shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

- 45.3.1. is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
- 45.3.2. is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the PCC.
- 45.3.3. The Contractor shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the PCC to inspect such records as requested from time to time.

46. TRANSPARENCY AND DISCLOSURE

- 46.1.1. We are required to publish details of successful tenders on the Government's "Contracts Finder" website and, also, the Transparency page of the Department for Transport's website to show how public money is being spent and contracts managed. We may also be required to release details under the Freedom of Information Act if requested.

- 46.1.2. We will contact you should we be asked to publish any of your information which may be confidential to provide you with an opportunity to discuss reasons for not disclosing.

47. WELSH LANGUAGE

- 47.1.1. North Wales Police has a formally adopted Welsh Language Scheme. The Contractor shall implement any elements of such a scheme where it involves dealing with the general public on behalf of the PCC.

48. CONTRACT TO REMAIN IN FORCE

- 48.1. This Agreement shall remain in full force and effect throughout the period mentioned on the cover of this Agreement and any advertisement, or any agreed extension of such period ('The Contract Period') but if the Contractor commits a breach of Contract this Agreement may, at the discretion of the PCC, be terminated in writing in accordance with Clause 64 and 66 of this agreement.
- 48.2. The PCC shall have the option to extend the Term of this agreement. On each occasion the PCC exercises this option it shall give written notice to such effect to the Contractor no later than 3 months prior to the expiry of the Initial Term in the case of the first option and no later than 3 months prior to the end of the first extended period in respect of the second option.
- 48.3. Once this Agreement's initial period has expired any possible extensions to the agreed period will be subject to:
- 48.3.1. both parties agreeing;
 - 48.3.2. the price being acceptable;
 - 48.3.3. the satisfactory performance of the Contractor as agreed by the PCC;
 - 48.3.4. the Goods/Services still being required;
 - 48.3.5. funding being available.

49. INVALIDITY AND SEVERABILITY

- 49.1. If any provision of this Agreement shall become or shall be declared by any Court or administrative body of competent jurisdiction to be

invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of this Agreement all of which shall remain in full force and effect.

- 49.2. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

50. PUBLICITY

- 50.1. Except with the written consent of the other party neither party shall make any press announcements or publicise this Agreement in any way.
- 50.2. Both parties shall take all reasonable steps to ensure the observance of the provisions of this Clause by all their servants, employees, agents and consultants. The Contractor shall take all reasonable steps to ensure the observance of the provisions of this Clause by its Sub-Contractors.
- 50.3. Notwithstanding the provisions of this Clause, the PCC shall be entitled to publicise this Agreement in accordance with any legal or quasi legal obligation upon the PCC, including, but without limitation, obligations under the General Agreement on Tariffs and Trade Agreement on Government Procurement.
- 50.4. The Contractor is advised that it or its sub-contractors shall not, without the prior written consent of the Chief Constable of North Wales use the North Wales Police or the OPCC's logo on any contract or publicity material. Neither will any Contractor or his Sub-Contractors advertise or publicly announce that they are undertaking work for any PCC or their partners, without first obtaining the written permission of the PCC in respect of this Agreement.

51. COPYRIGHT

- 51.1. Copyright in the documents comprising this Agreement shall vest in the PCC but the Contractor may obtain or make at its own expense any further copies required for use by the Contractor in performing this Agreement.
- 51.2. All reports and other documents and materials and the copyright or similar protection therein arising specifically out of the performance by the Contractor of its duties hereunder are hereby assigned to and shall vest in the PCC absolutely.

51.3. Any pre-existing reports and other documents and materials and the copyright or similar protection therein shall remain vest in the Contractor absolutely.

51.4. The provisions of this Condition shall apply during the continuance of this Agreement and after its termination howsoever arising.

52. INTELLECTUAL PROPERTY RIGHTS

52.1. The Contractor shall fully indemnify and hold the PCC harmless against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any patent, unregistered or registered design right, trademark or copyright by the use or possession of the Equipment, Software and documentation supplied by the Contractor under this Agreement subject to the following;

52.1.1. The PCC shall promptly notify the Contractor In writing of any alleged infringement of which he has notice;

52.1.2. The PCC must make no admissions without the Contractor's consent;

52.1.3. The PCC, at the Contractor's request and expense shall allow the Contractor to conduct and / or settle all negotiations and litigation and give the Contractor all reasonable assistance. The costs incurred or recovered in such negotiations or litigation shall be for the Contractor's account.

52.1.4. If at any time any allegation of infringement of any patent, registered design or copyright is made in respect of the Equipment and Software or in the Contractors reasonable opinion is likely to be made, the Contractor may at its own expense modify or replace the Equipment and software, without detracting from overall performance, the Contractor making good to the PCC any loss of use during modification or replacement, so as to avoid infringement.

52.1.5. The Contractor shall not, in connection with this Agreement, use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights, and the Contractor shall indemnify the PCC from all proceedings, damages, costs, charges, expenses, loss and liability which the PCC may sustain, incur, or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent), and against the

payment of any royalties or other monies which the PCC may have to make to any person or body entitled to patent rights in respect of any process, article, matter or thing used, manufactured, supplied or delivered by the Contractor in connection with this Agreement.

- 52.1.6. The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

53. PATENTS

- 53.1. The Contractor shall not, in connection with this Agreement, use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights, and the Contractor shall indemnify the PCC from all proceedings, damages, costs, charges, expenses, loss and liability which the PCC may sustain, incur, or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent), and against the payment of any royalties or other monies which the PCC may have to make to any person or body entitled to patent rights in respect of any process, article, matter or thing used, manufactured, supplied or delivered by the Contractor in connection with this Agreement.

54. FREE-ISSUE MATERIALS

- 54.1. Where the PCC for the purpose of this Agreement issues materials free of charge to the Contractor such materials shall be and remain the property of the PCC. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with this Agreement. The Contractor shall notify the PCC of any surplus materials remaining after completion of this Agreement and shall dispose of them as the PCC may direct. Waste of such materials arising from bad workmanship or negligence of the Contractor or any of its servants, agents or sub-contractors shall be made good at the Contractor's expense. Without prejudice to any of the rights of the PCC, the Contractor shall deliver up such materials whether processed or not to the PCC on demand.

55. AUDIT

- 55.1. The Contractor shall keep and maintain until six [6] years after the Agreement has been completed, or as long a period as may be

agreed between the Parties, full and accurate records of the Agreement including the Goods/Services provided under it, hours worked and costs incurred, all expenditure reimbursed by the PCC, and all payments made by the PCC. The Contractor shall on request afford the PCC or the PCC's representative such access to those records as may be required by the PCC in connection with the Agreement.

56. BUSINESS CONTINUITY

- 56.1. The Contractor shall have robust Business Continuity plans in place, agreed with the PCC, to ensure that the service to the PCC will be maintained in the event of disruption (including, but not limited to, disruption to information technology systems) to the Contractor's operations, and those of sub-contractors to the Contractor, however caused. Such Business continuity plans shall be available for the PCC to inspect and to practically test at any reasonable time, and shall be subject to regular updating and revision throughout the currency of this Agreement.

57. DISRUPTION

- 57.1. The Contractor shall take reasonable care to ensure that in the execution of the Agreement it does not disrupt the operations of the PCC, its employees or any other contractor employed by the PCC.
- 57.2. The Contractor shall immediately inform the PCC of any actual or potential industrial action, whether such action is by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Agreement.
- 57.3. In the event of industrial action by the Contractor or the Contractor's suppliers the Contractor shall seek the PCC's Approval to its proposals for the continuance of the supply of the Goods/Services in accordance with its obligations under the Agreement.
- 57.4. If the Contractor's proposals referred to in Clause 56 are considered insufficient or unacceptable by the PCC acting reasonably, then the Agreement may be terminated by the PCC by notice in writing with immediate effect.

58. FORCE MAJEURE

- 58.1. For the purposes of this Agreement the expression "Force Majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-

happenings beyond its reasonable control including but not limited to;

- 58.1.1. war and other hostilities including terrorist activities, (whether war be declared or not) invasion, act of foreign enemies, mobilisation, requisition or embargo;
 - 58.1.2. rebellion, revolution, insurrection, military or usurped power or civil war;
 - 58.1.3. riot, commotion or disorder except where solely restricted to employees of the Contractor or its sub-Contractors or sub-suppliers;
 - 58.1.4. earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the party claiming force majeure.
 - 58.1.5. in the event of an epidemic, pandemic national emergency or prohibitive governmental regulation
 - 58.1.6. Force Majeure shall not include a general industrial dispute or failure by approved sub-contractors.
- 58.2. If either party considers that any circumstance of Force Majeure has occurred which may affect materially the performance of its obligations then it shall forthwith notify the other in writing to that effect giving full details of the circumstances giving rise to the Force Majeure event.
- 58.3. Neither party shall be considered to be in default of its obligations under this Agreement to the extent that it can establish that the performance of such obligations is prevented by any circumstance of Force Majeure which arises after the date of this Agreement and which was not foreseeable at the date of this Agreement.
- 58.4. If the performance of the obligations of either party under this Agreement is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period of less than 30 days then during that period this Agreement shall be considered as suspended. Upon the ending of the Force Majeure event the Contractual obligations of the parties shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure event as may be agreed between the parties or, in default of such agreement, as may be determined by an Expert appointed under this Agreement. Notwithstanding such suspension the Contractor shall use its reasonable endeavours to assist the

PCC in the performance of this Agreement.

- 58.5. If performance of the obligations of either party under this Agreement is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period in excess of 30 days then this Agreement shall be terminated by mutual consent and, subject to sub-clause (f) below neither party shall be liable to the other as a result of such termination.
- 58.6. If this Agreement is so terminated then subject to the transfer to the PCC of the benefit referred to in Sub-Clause 58.7 below the PCC shall pay to the Contractor such reasonable sum as may be agreed between the parties or in default of agreement as may be determined by Expert Determination in accordance with this Agreement in respect of costs incurred and commitments already entered into by the Contractor at the date of the Force Majeure notice, less the amount of any payments already made to the Contractor at the date of the Force Majeure notice. If the amount of such advance payments made to the Contractor exceeds the sum due to the Contractor under this sub-Clause then the Contractor shall repay the balance to the PCC.
- 58.7. The Contractor shall transfer to the PCC the benefit of all work done by it or its approved sub-Contractors if any and sub-suppliers in the performance of this Agreement up to the date of the Force Majeure notice, so far as the rights in the same have accrued to the Contractor prior to the Force Majeure notice or will do so on the payment under Sub-Clause 58.6 above.
- 58.8. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to 'force majeure' if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.
- 58.9. If either of the parties shall become aware of circumstances of "Force Majeure" which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 58.10. It is expressly agreed that any failure by the Contractor to perform or any delay by the Contractor in performing its obligations under this Agreement which results from any failure or delay in the

performance of its obligations by any person, firm or company with which the Contractor shall have entered into any contract supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to “Force Majeure” only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of “Force Majeure”.

- 58.11. Should the “Force Majeure” continue for more than 28 days, or other such period as determined by the PCC the parties shall enter into discussions with a view to agreeing alternative supply arrangements for the longer term, as may be fair and reasonable to the parties and any alternative suppliers called upon to supply products/services during the remaining period of the “Force Majeure”.

59. NOVATION

- 59.1. The PCC shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part of this tender to any Contracting Authority, private sector body or any other body established under statute provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor’s obligations under this Agreement.
- 59.2. 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 this Agreement.
- 59.3. The PCC shall be entitled to disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Agreement by the Contractor. In such circumstances the PCC shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Agreement and for no other purposes and shall take all reasonable steps to ensure that the Transferee accepts an obligation of confidence.

60. INDEMNITY AND INSURANCE

- 60.1. Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any

obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

60.2. The Contractor shall indemnify and keep the PCC indemnified to a sum equal to 150% of the average payments per year made by the PCC to the Contractor over the term of the agreement and any extensions agreed by the parties against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities arising out of, in respect of or in connection with the Agreement, except in respect of death, personal injury or fraud, caused by any default, act or omission of the Contractor, its Staff or sub-contractors. This clause shall not apply to the extent that the Contractor is able to demonstrate that such death, personal injury, fraud or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or sub-contractors, or by any circumstances within its or their control.

60.3. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing the following levels of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

60.4. The Contractor shall effect and maintain minimum insurance levels of:

Employer's Liability	£2m
Public Liability	£2m
Professional Indemnity	£1m

60.5. The Contractor shall produce to the PCC, on request, copies of all insurance policies referred to in this clause 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.

60.6. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Agreement the PCC may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

- 60.7. The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Agreement. 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 60.1
- 60.8. The Contractor shall indemnify the PCC against any liability under the Employer's Liability (Defective Equipment) Act, 1969, either as originally enacted or as subsequently amended or replaced, for personal injury suffered by any employee of the PCC in consequence of any defect in anything supplied by or on behalf of the Contractor to the PCC under this Agreement or under any contract between the Contractor and the PCC entered into pursuant to this Agreement.

61. PROFESSIONAL INDEMNITY

- 61.1. The Contractor shall hold and maintain Professional Indemnity insurance cover and shall ensure that all professional consultants or sub-contractors involved in the provision of the Goods hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub-contractor or consultant involved in the supply of the Goods has a limit of indemnity of not less than £3m for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six [6] years following the expiration or earlier termination of the Agreement.

62. WARRANTIES AND REPRESENTATIONS

- 62.1. The Contractor warrants and represents that:
- 62.1.1. the Contractor has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Contractor;
 - 62.1.2. the Contractor shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to Good Industry Practice;
 - 62.1.3. all obligations of the Contractor pursuant to the Agreement shall be performed and rendered by appropriately experienced,

qualified and trained Staff with all due skill, care and diligence;

- 62.1.4. the Contractor is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Agreement.

63. CONSEQUENTIAL LOSS

- 63.1. Save as expressly stated elsewhere in this Agreement and except as regards liability for death or personal injury caused by its negligence, neither party shall be liable to the other for consequential loss or damage, loss of revenue, opportunity or contract or goodwill.

64. TERMINATION

- 64.1. The PCC may terminate the Agreement by notice in writing with immediate effect where:

- 64.1.1. the Contractor undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement; or
- 64.1.2. the Contractor is an individual or a firm and a petition is presented for the Contractor's bankruptcy, or a criminal bankruptcy order is made against the Contractor or any partner in the firm, or the Contractor or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Contractor's or firm's affairs; or
- 64.1.3. the Contractor is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the

court, or possession is taken of any of its property under the terms of a fixed or floating charge; or

64.1.4. where the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

64.1.5. any similar event occurs under the law of any other jurisdiction; or

64.1.6. where a director or partner is convicted of an imprisonable Offence.

64.2. The PCC may terminate the agreement on no less than three months prior written notice in the following circumstances:

64.2.1. the contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9); of the Public Contracts Procurement Regulations 2015

64.2.2. the Contractor has, at the time of contract award, been in one of the situations referred to in regulation 57(1), including as a result of the application of regulation 57(2) of the Public Contracts Procurement Regulations 2015 and should therefore have been excluded from the procurement procedure;

64.2.3. the contract should not have been awarded to the contractor in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the EU in a procedure under Article 258 of Treaty on the Functioning of the European Union.

64.3. The Contractor shall notify the Contract Manager immediately when any change of control occurs. The PCC may only exercise its right under Clause 64.1 within six [6] months of:

64.3.1. being notified that a change of control has occurred; or

64.3.2. where no notification has been made the date that the PCC becomes aware of the change of control;

64.4. but shall not be permitted to do so where an Approval was granted prior to the change of control of the Contractor.

64.5. If the Contractor, being an individual, shall die or be adjudged incapable of managing his or her affairs within the meaning of Part

VII of the Mental Health Act 1983, the PCC shall be entitled to terminate the Agreement by notice to the Contractor or the Contractor's Representative with immediate effect.

65. TERMINATION ON DEFAULT

65.1. The PCC may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the Contractor or the Contractor's Representative with immediate effect if the Contractor commits a Default and if:

65.1.1. the Contractor has not remedied the Default to the satisfaction of the PCC within twenty [20] Working Days, or such other period as may be specified by the PCC, after issue of a written notice specifying the Default and requesting it to be remedied; or

65.1.2. the Default is not, in the opinion of the PCC, capable of remedy; or

65.1.3. the Default is a material breach of the Agreement.

65.2. In the event that through any Default of the Contractor, data transmitted or processed in connection with the Agreement 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 provide a full credit in respect of any charge levied for its transmission and shall reimburse the PCC for any costs charged in connection with such Default of the Contractor.

66. BREAK

66.1. The PCC or Contractor shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement by giving four [4] months' written notice to the other.

67. BREACH OF CONTRACT

67.1. In the event of any fundamental breach or a breach of a fundamental term of this Agreement by the Contractor, or by any person to whom this Agreement or any part the Tender may have been assigned or underlet, of any of the Conditions of these Tender Documents, the PCC may absolutely determine this Agreement. Furthermore, the PCC may proceed to complete the works or obtain or dispose of the materials elsewhere either by contract or

otherwise.

- 67.2. Any sums which may be incurred or sustained by the PCC by reason of the determination of this Agreement as aforesaid shall be borne by the Contractor.

68. CONSEQUENCES OF TERMINATION

- 68.1. Where the PCC terminates the Agreement under Clause 63 or 65 or terminates the provision of any part of the Agreement under that Clause 64, and then makes other arrangements for the provision of Goods/Services, the PCC shall be entitled to recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the PCC throughout the remainder of the Term or any Extension. The PCC shall take all reasonable steps to mitigate such additional expenditure. Where the Agreement is terminated under Clause 63 or 64, no further payments shall be payable by the PCC to the Contractor until the PCC has established the final cost of making those other arrangements.

- 68.2. The PCC shall not be liable to pay any sum which:

68.2.1. was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

68.2.2. when added to any sums paid or due to the Contractor under the Agreement, exceeds the total sum that would have been payable to the Contractor if the Agreement had not been terminated prior to the expiry of the Term.

- 68.3. In the event of this agreement being determined whether by effluxion of time, notice, breach or otherwise:

68.3.1. The PCC shall immediately pay to the Contractor all arrears of (Payments) and any other sums due under the terms of this agreement.

68.3.2. The PCC shall be able to recover any overpayments including by set off of against any payments owing to the Contractor

68.3.3. Either party shall be entitled to exercise any one or more of the rights and remedies given under the terms of this agreement and the determination of this agreement shall not affect or prejudice such rights and remedies and each party shall be

and remain liable to perform all outstanding liabilities under this agreement notwithstanding that the other may have exercised one or more of the right and remedies against it and;

- 68.3.4. Any right or remedy to which either party is or may become entitled under this agreement or in consequence of the other's conduct may be enforced from time to time separately or concurrently with any right or remedy given by this agreement or now or afterward provided for and arising by operation of law so that such rights and remedies are not exclusive of the others but are cumulative.

69. RECOVERY UPON TERMINATION

- 69.1. Save as otherwise expressly provided in this Agreement and notwithstanding the provisions of Clause 66;

- 69.1.1. termination of this Agreement shall be without prejudice to any rights, remedies or obligations accrued under this Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

- 69.1.2. termination of this Agreement shall not affect the continuing rights and obligations of the Contractor and the PCC under Clause 17 (Contract Performance), 14 (Recovery of Sums Due), 28 (Prevention of Corruption, Fraud and Cartels), 43 (Data Protection Act), 44 (Confidentiality), 50 (Publicity), 55 (Intellectual Property Rights), 55 (Audit), 60 (Indemnity and Insurance), 61 (Professional Indemnity), 62 (Warranties and Representations), 65 (Termination on Default), 68 (Consequences of Termination), 69 (Recovery upon Termination) and 70 (Governing Law).

- 69.2. At the end of the Term (and howsoever arising) the Contractor shall forthwith deliver to the PCC upon request all the PCC's Property (including but not limited to materials, documents and information) relating to the Agreement in its possession or under its control or in the possession or under the control of any permitted suppliers or sub-contractors and in default of compliance with this clause the PCC may recover possession the Tenderer and the Contractor grants licence to the PCC 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.

- 69.3. At the end of the Term (howsoever arising) and/or after the Term the Contractor shall provide assistance to the PCC and any new contractor appointed by the PCC to continue or take over the performance of the Agreement in order to ensure an effective handover of all work then in progress. Where the end of Term arises due to the Contractor's default, the Contractor shall provide such assistance free of charge. Otherwise the PCC shall pay the Contractor's reasonable costs of providing the assistance, and the Contractor shall take all reasonable steps to mitigate such costs.

70. GOVERNING LAW

- 70.1. The Agreement shall be governed by and interpreted in accordance with English and Welsh law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

71. DISPUTE RESOLUTION

- 71.1. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of in connection with this Agreement within twenty [20] Working Days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Finance Director (or equivalent) of each party.
- 71.2. Nothing in this dispute resolution procedure shall prevent the parties seeking 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.
- 71.3. If the dispute cannot be resolved by the parties pursuant to Clause 71 the parties shall refer it to mediation pursuant to the procedure set out in Clause 71.5 unless the PCC considers that the dispute is not suitable for resolution by mediation; or the Contractor does not agree to mediation.
- 71.4. The obligations of the parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Contractor and the Staff shall comply fully with the requirements of this Agreement at all times, subject to clause 71.2 and 71.3.
- 71.5. The procedure for mediation and consequential provisions relating to mediation are as follows:
- 71.5.1. 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.

- 71.5.2. 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 provider]* to provide guidance on a suitable procedure.
- 71.5.3. 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.
- 71.5.4. 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.
- 71.5.5. 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 this Agreement without the prior written consent of both parties.
- 71.5.6. 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 71.5.
- 71.5.7. Subject to Clause 71.2, the parties shall not institute court proceedings until the procedures set out in Clauses 71.1 and 71.3 have been completed save that:

- 71.5.7.1. the PCC 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 71.1.

71.5.7.2. If the Contractor intends to commence court proceedings, it shall serve written notice on the PCC of its intentions and the PCC shall have 21 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 71.

71.5.7.3. The Contractor may request by notice in writing to the PCC that any dispute be referred and resolved by arbitration in accordance with Clause 71, to which the PCC may consent as it sees fit.

72. WRITTEN AGREEMENTS

72.1. The Contractor shall when required by the PCC execute an Agreement in writing embodying the terms of this Agreement.

73. INTERPRETATION OF CONTRACT

73.1. Any variation to these Conditions which may be contained in any supplemental or Special Conditions of Contract and/or Specification issued for any particular purchase shall take effect as if the same were contained in these Conditions and any Contract however made supplemental to these Conditions shall be read and construed accordingly.

73.2. The Clause headings contained herein are for convenience of reference only and shall not affect the construction or interpretation of this agreement, which shall be construed in accordance with English and Welsh law.

74. OBSERVANCE OF STATUTORY REQUIREMENTS

74.1. The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with this Agreement and shall indemnify the PCC against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever made as a result of any failure in such compliance.

74.2. The Contractor warrants that the design, construction and quality of goods to be supplied under this Agreement comply in all respects with all relevant requirements of any Act of Parliament, statutory instrument, order, regulation, bye-law or other enactment in force

when the goods are delivered.

- 74.3. The Contractor shall ensure that in the execution of this Agreement that it complies with all UK statutes, regulations and all applicable directives of the European Community.
- 74.4. The Contractor shall give the PCC such prior written notice as the PCC may require of the delivery under this Agreement of any items having a toxic hazard or other hazard to the safety or health of persons or property, identifying those hazards and giving full details of any precautions to be taken by the PCC on the delivery of such goods and their subsequent storage or handling.
- 74.5. In the event that either party incurs costs to which he would not otherwise be liable due to the other party's failure to comply with any law or any order, regulation or bye-law having the force of law, the amount of such costs shall be reimbursed by the other party.

75. DESIGNATED REPRESENTATIVES

- 75.1. The PCC may, by written notice to the Contractor, appoint an Authorised Representative who shall have the power to act on behalf of the PCC on such matters in connection with this Agreement as shall be specified in such notice. The PCC may, by further written notice or notices to the Contractor, revoke or amend the authority of the Authorised Representative or appoint a replacement Authorised Representative.
- 75.2. The Authorised Representative may from time to time, by written notice to the Contractor, delegate all or any part of his/her authority to an assistant or assistants who shall be known as 'Assistant Authorised Representative'. The Authorised Representative may, by further written notice to the Contractor, revoke or amend the delegated authority of any Assistant Authorised Representative or appoint a new Assistant Authorised Representative.
- 75.3. The Contractor may by written notice to the PCC, appoint an Account Manager who shall have the authority to act on behalf of the Contractor on such matters in connection with this Agreement as shall be specified in such notice.
- 75.4. The PCC reserves the right to seek regular progress meetings with the Contractor. These shall be arranged at the instigation of the Authorised Representative.
- 75.5. All contact with the PCC shall be handled directly by the Contractor, unless agreed otherwise in writing by the PCC.

76. MODERN SLAVERY ACT 2015 (“MSA 2015”)

- 76.1. The Contractor shall comply with the provisions of the MSA 2015 in the provision of the Services.
- 76.2. In performing the Services, the Contractor shall comply with all applicable statutory obligations for the time being in force including (without limitation) those relating to health and safety and welfare, environment, modern slavery, employment rights and relations, working rights, human rights, data protection and equality.
- 76.3. The Contractor undertakes, warrants and represents that neither the Contractor nor any of its officers, employees, agents or subcontractors has:
- 76.3.1. committed an offence under the MSA 2015 (a “MSA Offence”); or
 - 76.3.2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015; or
 - 76.3.3. become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015;
 - 76.3.4. it shall comply with the MSA 2015 and the Modern Slavery Statement;
- 76.4. it shall notify the Commissioner immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Contractor’s obligations under this clause 77.4. Any notice under this clause 77.4 shall set out full details of the circumstances concerning the breach or potential breach of the Contractor’s obligations;
- 76.5. Any breach of clause 77 by the Contractor shall be deemed a material breach of the Agreement and shall entitle the Commissioner to terminate the Agreement with immediate effect.
- 76.6. The Contractor shall during the Contract Period and for the period of six years thereafter maintain such records relating to the Services provided to the Commissioner under this Agreement as may be necessary to trace the supply chain of such Services and to enable the Commissioner to determine the Contractor’s compliance with the Modern Slavery Statement.

- 76.7. The Commissioner (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Contractor's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure the Contractor has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Contractor to perform the Services in accordance with this Agreement and the Modern Slavery Statement and for that purpose shall be entitled to have access to the Contractor's premises and/or staff and to any premises and/or staff of the Contractor's sub-contractors or agents where the Services are being performed during normal working hours on giving reasonable notice to the Contractor. This shall include the right to speak directly to employees of the Contractor and subcontractor as appropriate.
- 76.8. The Contractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Statement.
- 76.9. The Contractor shall keep a record of all training offered and completed under clause 77.6 and shall make a copy of such records available to the Commissioner on request.

TERMS AND CONDITIONS OF CONTRACT – GOODS ONLY

77. GOODS

- 77.1. If requested by the PCC, the Contractor shall provide the PCC with samples of Goods for evaluation and approval, at the Contractor's cost and expense.
- 77.2. The Contractor shall ensure that the Goods are fully compatible with any equipment, to the extent specified in the Specification.
- 77.3. The Contractor acknowledges that the PCC relies on the skill and judgment of the Contractor in the supply of the Goods and the performance of its obligations under this Agreement.

78. DELIVERY

- 78.1. The Contractor shall deliver the Goods at the time(s) and date(s) specified in the Specification.
- 78.2. Unless otherwise stated in the Specification, where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. Where the Goods are collected by the PCC, the point of delivery shall be when the Goods are loaded on to the PCC's vehicle. Delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Contractor's suppliers or carriers at such place as the PCC or duly authorised person shall reasonably direct.
- 78.3. Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods within the time promised or specified in the Specification, the PCC may;
 - 78.3.1. release itself from any obligation to accept and pay for the Goods;
 - 78.3.2. terminate this Agreement
 - 78.3.3. in either case without prejudice to any other rights and remedies of the PCC.
- 78.4. The PCC shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the PCC elects not to accept such over-delivered Goods it shall give notice in writing to the Contractor to remove them within 14 Working Days and to refund to the PCC any expenses incurred by it as a result of such

over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the PCC may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Contractor unless they are accepted by the PCC.

- 78.5. The PCC shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- 78.6. Unless expressly agreed to the contrary, the PCC shall not be obliged to accept delivery by instalments. If, however, the PCC does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the PCC, entitle the PCC to terminate the whole of any unfulfilled part of this Agreement without further liability to the PCC.
- 78.7. All and any items supplied or to be supplied under this agreement shall be supplied in accordance with the planned programme (if any) set out in the Tender Documents.

79. RISK AND OWNERSHIP

- 79.1. Risk in the Goods shall, without prejudice to any other rights or remedies of the PCC (including the PCC's rights and remedies under clause 82 (Inspection, Rejection and Guarantee)), pass to the PCC at the time of delivery.
- 79.2. Title in the Goods shall, without prejudice to any other rights or remedies of the PCC (including the PCC's rights and remedies under Clause 82 (Inspection, Rejection and Guarantee)), pass to the PCC at the time of delivery (or payment, if earlier).

80. NON DELIVERY

- 80.1. On dispatch of any consignment of the Goods the Contractor shall send the PCC an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Goods, having been placed in transit, fail to be delivered to the PCC on the due date for delivery, the PCC shall, (provided that the PCC has been advised in writing of the dispatch of the Goods), within 10 Working Days of the notified date of delivery, give notice to the Contractor that the Goods have not been delivered and may request the Contractor free of charge to deliver substitute Goods within the timescales specified by the PCC [or terminate this Agreement in accordance with Clause 79.3(Delivery)].

81. INSPECTION, REJECTION AND GUARANTEE

- 81.1. The PCC or its authorised representatives may inspect or test the Goods either complete or in the process of manufacture during normal business hours on reasonable notice at the Contractor's premises and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. No failure to make a complaint at the time of any such inspection or test and no approval given during or after such inspection or test shall constitute a waiver by the PCC of any rights or remedies in respect of the Goods and the PCC reserves the right to reject the Goods
- 81.2. The PCC may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the PCC of such Goods. If the PCC rejects any of the Goods pursuant to this clause the PCC may (without prejudice to other rights and remedies) either:
- 81.2.1. have such Goods promptly, and in any event within 5 Working Days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or
 - 81.2.2. treat this Agreement as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the PCC in obtaining other goods in replacement provided that the PCC uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement goods.
- 81.3. For the avoidance of doubt, the PCC will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 82.2
- 81.4. The issue by the PCC of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the PCC's acceptance of them.
- 81.5. The Contractor hereby guarantees the Goods for the period from the date of delivery to the date [18] Months thereafter against faulty materials or workmanship. If the PCC shall within such guarantee

period or within 25 Working Days thereafter give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Contractor shall (without prejudice to any other rights and remedies which the PCC may have) promptly remedy such defects (whether by repair or replacement as the PCC shall elect) free of charge.

- 81.6. Any Goods rejected or returned by the PCC as described in clause 79.2 shall be returned to the Contractor at the Contractor's risk and expense.

82. LABELLING AND PACKAGING

- 82.1. The Goods shall be packed and marked in a proper manner and in accordance with the PCC's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 82.2. All goods should be packed with minimal packaging, the Force operates a non-plastic, non-recyclable policy.

83. TRAINING

- 83.1. Where indicated in the Specification, the Contract Price shall include the cost of instruction of the PCC's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.

TERMS AND CONDITIONS OF CONTRACT – SERVICES ONLY

84. INSPECTION BY AUTHORISED REPRESENTATIVE

- 84.1. The Contractor shall permit any duly authorised representative of the PCC either before or during the Contract period to undertake inspections and/or investigations and/or tests as the PCC shall consider necessary upon giving reasonable notice to the Contractor so as to ensure that the Tenderer is able to fulfil all of his obligations under any Contract which the PCC may be considering awarding or has awarded to him.
- 84.2. In addition, the Contractor will be subject to contract management and monitoring as detailed in the Tender Documents.

85. MANNER OF CARRYING OUT THE SERVICE

- 85.1. The Contractor shall make no delivery of materials, plant or other things nor commence any work on the PCC premises without obtaining the PCC's prior consent.
- 85.2. Access to the PCC premises shall not be exclusive to the Contractor but only such as shall enable him to carry out the Services concurrently with the execution of work by others. The Contractor shall cooperate with such others as the PCC may reasonably require.
- 85.3. The PCC shall have the power at any time during the progress of the Service to order in writing:
- 85.3.1. the removal from the PCC premises of any materials which in the opinion of the PCC are either hazardous, noxious or not in accordance with this Agreement; and/or
 - 85.3.2. the substitution of proper and suitable materials; and/or
 - 85.3.3. the removal and proper re-execution notwithstanding any previous test the Tender or interim payment therefore of any work which in respect of material or workmanship is not in the opinion of the PCC in accordance with this Agreement.
- 85.4. On completion of the Services the Contractor shall remove its plant, equipment and unused materials and shall clear away from the PCC premises or other specified location all rubbish arising out of the

Service and leave the PCC premises or other specified location in a neat and tidy condition.

86. FLEXIBILITY OF SERVICE PROVISION

- 86.1. The specification lists at this time the basic requirements of this Agreement. However, the successful Contractor(s) will be required not only to perform the specific Services listed within the specification but also vary service provision according to the Contracting Authority's needs either by variations to the original services/ tasks/processes or by taking on new services/ tasks/processes, whatever they may be, provided they are 'reasonable' and fall within the overall scope of what the Contractor(s) would reasonably be expected to be capable of delivering.
- 86.2. So long as the cost to the Contractor(s) of providing varied or additional services does not change, then the PCC would not expect the contract price to change. Where a business change requirement of the project would involve additional costs to the Contractor(s), the PCC recognises that, and in those types of instances only, the contract price may be revised by mutual agreement.
- 86.3. The PCC's Authorised Representative shall be entitled to issue the Contractor(s) instructions which shall always be confirmed in writing requiring the Contractor(s) to do all or any of the following:
 - 86.3.1. To omit or cease to provide any part of the Services for such period or periods as an Authorised Representative of the PCC may determine, such period or periods may be either a temporary or permanent arrangement;
 - 86.3.2. To provide the Services or any part the Tender in such a manner as an Authorised Representative of the PCC may reasonably require;
 - 86.3.3. To provide such Services additional to the Services as an Authorised Representative of a Contracting Authority may reasonably require, provided that such additional Services fall within the general scope of Service provision;
 - 86.3.4. To meet changing needs in the performance of this Agreement to vary the Services to be provided as may be appropriate.

87. THE SERVICE

87.1. The Contractor shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Service. The Service supplied shall in every respect conform to the quality, standard and Specification incorporated hereto. The PCC at all times relies on the skill and judgment of the Contractor in that it purports to be competent in the supply of the Service and the execution of the Order. If any part of the work is found to be defective or in any way differing from the Contract requirement, other than as a result of a default or negligence of the PCC or his authorised representatives, the Contractor shall at his own expense perform the work correctly within such reasonable time as may be specified.

88. TIME OF PERFORMANCE

88.1. The Contractor shall begin performing the Service on the date stated in the Order and complete them by the date or time stated in the Order or continue to perform them for the period stated in this Agreement (whichever is applicable). Time is of the essence of this Agreement. The PCC may by written notice require the Contractor to execute the Services in such order as the PCC may decide.

88.2. The Contractor shall at the request of the PCC supply a programme for the completion of the Services by the date specified in this Agreement and shall provide the PCC with progress reports on a periodic basis as designated by the PCC which will show progress against programme.

89. ACCEPTANCE

89.1. Acceptance of the Services shall take place when the PCC confirms acceptance of the Services or the PCC shall be deemed to have accepted the Services without prejudice to any other remedies, when and as soon as the PCC has not exercised right of rejection within any period specified for that purpose in this Agreement.

90. APPROVALS

90.1. Any approvals required or given by the PCC during the execution of the Services in respect of samples, standards, patterns, specifications, procedures, modifications, drawings or other documents or materials shall not relieve the Contractor of its obligations under this Agreement.

91. EQUIPMENT

- 91.1. The Contractor shall provide all the equipment necessary for the provision of the Services.
- 91.2. The Contractor shall make no delivery of Equipment nor commence any work on the PCC's Premises without obtaining the Authorised Officer's prior approval.
- 91.3. All equipment brought onto the PCC's Premises shall be at the Contractor's own risk. The Contractor shall provide for the haulage or carriage the Tender to the premises and the removal of equipment when no longer required at its sole cost. The Contractor shall ensure that the PCC's Premises are appropriate to contain and operate the Equipment.
- 91.4. The Contractor shall maintain all items of equipment within the PCC's Premises in a safe, serviceable and clean condition.
- 91.5. All equipment shall be at the risk of the Contractor and the PCC 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 negligence or default of the PCC.
- 91.6. The PCC may at its option purchase any item of equipment from the Contractor at any time, if the PCC considers that the item is likely to be required in the provision of the Services following the expiry or termination of this Agreement. The purchase price to be paid by the PCC shall be the fair market value.
- 91.7. The PCC shall have the power at any time during the progress of the services to order in writing:
- 91.7.1. the removal from the PCC's Premises of any equipment which in the opinion of the PCC are either hazardous, noxious or not in accordance with this Agreement; and/or
 - 91.7.2. the substitution of proper and suitable materials, plant, equipment; and/or
 - 91.7.3. the removal and proper re-execution notwithstanding any previous test the Tender or interim payment therefore of any work which, in respect of material or workmanship, is not in the opinion of the Authorised Officer in accordance with this

Agreement.

- 91.8. On completion of the Services the Contractor shall remove the equipment and unused materials and shall clear away from the PCC's Premises all rubbish arising out of the Services, make good any damage caused to the PCC's Premises by the removal of the equipment and leave the PCC's Premises in a neat and tidy condition.

92. ACKNOWLEDGEMENTS ON DOCUMENTS

- 92.1. Any and all acknowledgements on documents, graphics or photographs produced specifically for the PCC as part of the Services will be those of the PCC and not the Contractor. Such information/documentation will remain the property of the PCC and will not be used in any portfolios without the prior written consent of the PCC.

DEFINITIONS

“Agreement”	shall mean the agreement between the PCC and the Contractor for the execution of the goods, works, and services subject of this Tender, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties.
“Authorised Officer(s)”	shall mean any person authorised by the PCC to act on its behalf for the purposes of this Agreement or any order.
“Bluelight Portal	Shall mean https://bluelight.eu-supply.com the Police and Emergency Services e-tendering website.
“Business Continuity Plan”	“means any plan that sets out the detailed procedures and processes to be followed and actions to be taken to ensure continuity and recovery if there is a failure or disruption to the provision of the Goods or Services
“Candidates”	shall mean the organisations who responded to the PQQ with a view to qualifying to progress to this ITT stage.
“CC”	shall mean the Chief Constable of North Wales Police.
“Confidential Information”	means 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) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, [all personal data and sensitive personal data within the meaning of the Data Protection Act 2018] and the Commercially Sensitive Information.
“Contract”	Shall mean the agreement between the PCC and the Economic Operator for the execution of the services subject of this procurement, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved.
“Contractor”	shall mean the organisation whose tender is accepted in whole or in part and, where the context so admits, their personal representatives or successors, as the case may be, and permitted

	assignees.
"Economic Operator (TENDERER)/Contractor"	Shall mean the Organisation responding to this Pre-Qualification Questionnaire with a view to qualifying to progress to the Invitation to Tender stage. Contractor, Supplier or Services Provider (as defined in The Public Contracts Regulations 20015).
"Equipment"	means the Contractor's equipment, plant, materials, and such other items supplied and used by the Contractor in the performance of its obligations under the Agreement.
"Default"	a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to the other party
"Good Industry Practice"	means using standards, practices, methods and procedures conforming to the law and exercising that 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.
"Goods"	means the Goods as required and detailed in this ITT.
"Installation Works"	refers to the act of installing, or the state of being installed.
"Intellectual Property Rights"	means patents, inventions, trademarks, service marks, logos, design rights (whether registrable 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 registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
"Invitation to Tender (ITT)"	Shall mean the document issued to economic operators who the PCC selects to progress through the Pre-Qualification Questionnaire stage. The ITT will detail the specification and will be the basis for submitting price and qualitative information for evaluation.
"Month"	means calendar month.
"NWP"	Shall mean North Wales Police
"OPCC"	Shall mean North Wales Police Office of the Police and Crime Commissioner

“Organisation”	shall mean the sole practitioner, partnership, incorporated company, public body, co-operative, charity or analogous entities operating outside the UK, as appropriate responding to this ITT.
“Parties”	shall mean the PCC and the Contractor.
“PCC”	shall mean the Police and Crime Commissioner for North Wales or any successor in the event the PCC ceases to exist.
“Period of the contact (term)”	shall mean the period stated on the cover of this Agreement.
“Premises”	shall mean any of the PCC’s building or houses
“Pre-Qualification Questionnaire (PQQ) “	Shall mean this Pre-Qualification Questionnaire. This is a screening document which precedes the issue of Invitations to Tender.
“Price”	“means the price exclusive of any applicable Tax, payable to the Contractor by the PCC under the Agreement, as set out in the Pricing Schedule, for the full and proper performance by the Contractor of its obligations under the Agreement but before taking into account the effect of any adjustment of price in accordance with Clause 11.
“Procurement Representative”	shall mean the person for the time being or from time to time duly appointed by the PCC to act as the PCC’s procurement representative during the Tender process.
“Property”	shall mean anything belonging to the PCC
“Quality Standards”	means the quality standards published by the British Standards Institute, the International Organisation for Standardisation or any other equivalent body that a skilled and experienced operator engaged in the same type of industry or business as the Contractor would reasonably and ordinarily be expected to comply as supplemented by the Specification.
“Relevant employees”	shall mean any employee who will be accessing the PCC’s premises, equipment, or IT including software.
“Services“	Shall mean any action by the organisation required by the Contract.
“Staff Vetting Procedure”	means the PCC’s procedures for the vetting of personnel and as advised to the Contractor by the PCC.
“Staff”	means all persons employed by the Contractor to perform its obligations under this Agreement together with the Contractor’s servants, agents, suppliers and sub – contractors used in the

	performance of its obligations under this Agreement.
"Sub-contractor"	shall mean the organisation to which any part of this Agreement has been sub-contracted in accordance with this Agreement and its legal representatives, successors and permitted assignees.
"Tax"	means value added tax.
"Tender"	shall mean any tender submitted for the business specified in the Schedule and/or Specification in response to the Invitation to Tender.
"Tenderer"	shall mean the candidates invited to the ITT stage.
"Treaty on Functioning of the European Union" (TFEU)	Shall mean the treaty on Functioning of the European Union.
"Tupe"	shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006.

LINKS

[HTTPS://WWW.NORTH-WALES.POLICE.UK/](https://www.north-wales.police.uk/)

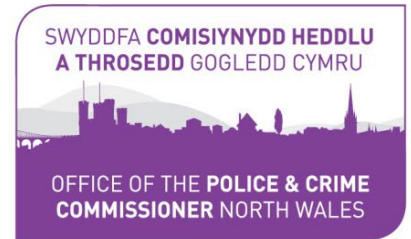
[HTTPS://WWW.NORTHWALES-PCC.GOV.UK/EN/HOME.ASPX](https://www.northwales-pcc.gov.uk/en/home.aspx)

[HTTPS://UK.EU-SUPPLY.COM/LOGIN.ASP?B=BLUELIGHT](https://uk.eu-supply.com/login.asp?B=BLUELIGHT)

[HTTPS://ICO.ORG.UK/](https://ico.org.uk/)



**HEDDLU
GOGLEDD CYMRU
NORTH WALES
POLICE**



COMMERCIAL

**SPECIFICATION AND METHOD
STATEMENTS**

**FOR THE SUPPLY AND DELIVERY OF
OCCUPATIONAL HEALTH ELECTRONIC
RECORDS SYSTEM**

TO

**THE POLICE AND CRIME COMMISSIONER
FOR NORTH WALES**

CONTRACT REFERENCE: NWP.42007

SECTION 2

Please note that this document and all your responses are subject to Freedom of Information disclosure.

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Table of Contents

SECTION 2.....	1
1. SPECIFICATION.....	4
2. DEMONSTRATION.....	15
3. METHOD STATEMENTS	16
4. DATA PROTECTION AND SECURITY REQUIREMENTS.....	19

1. SPECIFICATION

Background and Scope

The Occupational Health Unit (OHU) of NWP is wholly occupied within the force' headquarters in Colwyn Bay and provides services for all staff for their relevant health surveillance and case management occupational health requirements. The department's current processes are causing additional work for OHU administrators, as they are, amongst other things being required to constantly chase people to get in contact to book their medical appointments.

A new software management system will standardise the reporting and provision of management information and bring a level of automation and flexibility to number of administrative functions.

The OHU of North Wales Police is looking to replace an existing paper and file based system with a digital/web based solution. This forms part of the OHU requirement to deliver a service that looks at long-term conditions, works in collaboration with HR to optimise staff in the work place and support them in their roles

Acquiring a new digital system will see it fall in line with other NWP projects which encourage agile and flexible working across the organisation, whilst also improving the service, efficiency and customer experience within the department to meet the demands of the Force going forward.

The preferred approach is the introduction of an Occupational Medical Electronic Records software system.

The supplier must be able to provide an annual support package, which would provide comprehensive support as well as notification of software updates when available. Full training of the product will also be required.

Support locations & physical access:

Support locations are as follows:

North Wales Police Headquarters, Glan y Don, Abergele Road, Colwyn Bay, Conwy, LL29 8AW

Contract Duration and extension options:

The contract is intended to be initially for one year from April 2021 and will have the option to extend on an annual basis as long as the system is fit for NWP requirements.

Full Specification requirements are below:

The selected solution will need to meet a range of essential functions and requirements:

- Provide remote user access; for employees to access from home
- User friendly/familiar interface – minimal training for general usage
- Records management
- Hardware compatibility
- Data analysis/migration functionality
- Auto-generation of appointments/auto-saving of employee correspondence
- Customisable
- Secure
- Adheres to current HSE Legislation

Part A: Software Specification

Ref	Description	Essential /Desirable	Compliance Fully Partial Non-Compliant	Comments
OH01	Remote system access providing the ability for employees to access from home.	Essential		
OH02	Security of information guaranteed and strictly OH authorised personnel only access with 1 additional user license for occasional agency staff,	Essential		
OH03	Simple, user-friendly desktop interface, recognisable icons for different tasks, easy to navigate around the system without having to close records completely to access a different section	Essential		
OH04	Each record to be sub-divided into categories – Pre-employment / recruitment records; Emails; Medical notes(FMA/OHA); Welfare + reports;	Essential		

	Physio + reports; GP/ Consultant reports added to record; Letters from OH; HR/Mgmt, Medical screening/health surveillance reports.		
OH05	Compatible with our medical screening equipment (Audio, Spirometry, Vision, Hearing etc.) - results can be automatically stored on individuals record;	Essential	
OH06	Health Surveillance records and ability to compare previous with latest and run reports of trends where auditing requests,	Essential	
OH07	Appointment booking facility and user friendly at-a-glance display for different types of appointment i.e. different colour for type of apt.	Essential	
OH08	Automatic generation of letter and/or email to individual and if it is a HR Referral an email to HR once an appointment has been made	Essential	
OH09	Automatically saves all letters and reports generated on to individual record	Essential	
OH10	Text or email upcoming appointments / mandatory health surveillance and reminders	Essential	
OH11	Voice-to-text or dictation function for reports	Essential	
OH12	Vaccination records and ability to send reminders when	Essential	

	boosters are due with a recall facility		
OH13	Ability to run reports and see trends of different types of attendance at OH – medical, welfare, HR ref, Self ref, health surveillance, recruitment medical, pre-employment consultation and non-attendance in total or for individual staff.	Essential	
OH14	Ability to scan documents e.g. GP reports on to an individual record	Essential	
OH15	Customisable health questionnaires and letter templates	Essential	
OH16	Assurance that our data is safe and not accessible to anyone outside of the OHU	Essential	
OH17	Ensures adherence with HSE Legislation.		
OH18	Allow up to 10 concurrent users	Desirable	
OH19	Provide a comprehensive diary system of all clinicians and practitioners	Essential	
OH20	Allow the sending of reports via email	Essential	
OH21	Ability to forward a copy of someone's complete file (or edited file) to Selected Medical Practitioner, Solicitor requests etc.	Essential	
OH22	Provision of Management information to establish numbers of attendees to the Wellbeing Unit, number of appointments offered & number actually	Essential	

	attended, search for staff not attending appointments on a monthly and annual basis.		
OH23	Maintain up to date personal information including address & phone numbers.	Essential	
OH24	Be able to record details of telephone consultations	Essential	
OH25	Generate individual letters	Essential	
OH26	Clinical list to be run off with the medical notes for all clinicians and practitioners	Essential	
OH27	Forward planning of diary dates and facility to block book	Essential	
OH28	Provide a search facility to enable the Wellbeing Unit to look at patterns of absence, illness and injury across the Force	Essential	
OH29	Migration of data from existing systems	Essential	
OH30	Provision of Management Information relating to staff attending the Wellbeing Unit with a specific issue, staff attending the Unit from a specific area of business	Essential	
OH31	SEQOHS clinic reporting function	Essential	

Part B: Service Provider Responsibilities

The supplier will need to offer:

- Technical support / help desk facility for users which is UK based
- Support and training for initial installation and delivery of the system to users
- Initial training for all levels of user
- Face to face technical workshops, if required
- A detailed plan for what level of service they expect to deliver and how they will monitor this level of services throughout the contracts lifecycle.
- Details of how service would be restored in the event of an outage
- Details of how long service would be unavailable in the event of an outage
- An annual support package which provides comprehensive details of support and support levels available, together with associated costs
- Detail key exclusions to the support package which provide clear and concise information on what elements are excluded.
- A system audit function that is GDPR compliant
- Have data hosted and backed up within the UK
- Migrate current paper records into the system and for them to be dynamic
- Technical Support during working hours (9 am to 5.30 pm, weekdays) including to remote workers.
- Telephone/email for problems to be available as below:
 - Response times for critical incidents within 1 hour.
 - Response times for urgent incidents within 3 hours.
 - Response times for standard incidents within 24 hours.
- All technical support to be included in the licence fee.
- Initial training to be provided on the System to be included in the purchase price.
- Updates to the system to be provided at no extra cost.
- Agreement to NWP Data Processing Agreement and Baseline Security Questionnaire.

- No requirement for the Trainers of the system to have any level of staff security clearance but any engineers who provide onsite support once the system is live will be required to have NPPV2 vetting.

Support, Maintenance and Configuration

Software Support:

Software is to be covered by the supplier for support, maintenance and configuration for the duration of the contract.

Software updates and upgrades:

The supplier must liaise with NWP prior to carrying out updates and upgrades, as part of the agreed change management process.

Service Level Agreements (Maintenance & Support):

System Documentation:

The supplier will be responsible for maintaining system documentation relating to the software, including but not limited to:

- Customer Support Manual (e.g. fault reporting process, escalation points)
- Customer user guide
- All of the documentation is to be made available to NWP

Service Review Meetings:

Service review meetings will be organised by the supplier with NWP on a quarterly basis. They can either be face-to-face on-site meetings in NWP, or online Tele-conference style meetings.

Meetings will include the supplier account manager / account executive, a technical consultant (as required) and support management (as required).

As part of the review meetings, the following should be provided by the supplier (including but not limited to):

- A Service Review Report:
 - System availability
 - Event monitoring and Forecast review (system performance)
 - Fault calls / Problem case / Simple Service Requests review
 - SLA response review
- Patches, including security and applications updates that are available for installation as part of the quarterly update intervals
- Future planned work

Project Management:

The supplier will be responsible for project managing and delivering the following (including but not limited to):

- Management of upgrades / patches to the in-scope software & hardware.
- Incident and Problem Management and Resolution.
- Service Levels and SLA performance.

Ref	Description	Essential /Desirable	Compliance Fully Partial Non-Compliant	Comments
SP01	Provide technical support / help desk facility for users which is UK based			
SP02	Provide on-going support and training for initial installation and delivery of the system to users			
SP03	Provide initial training for all levels of user			
SP04	Provide face to face technical workshops, if required			

SP05	Provide details of the level for service that will be expected.		
SP06	Provide details of how service would be restored in the event of an outage		
SP07	Provide details of how long service would be unavailable in the event of an outage		
SP08	The successful provider must be able to provide an annual support package which provides comprehensive details of support and support levels available, together with associated costs.		
SP09	The successful provider must also detail key exclusions to the support package which provide clear and concise information on what elements are excluded.		
SP10	Provide a system audit function that is GDPR compliant		
SP11	Have facilities to back up data and have it available when required by the relevant forces		
SP12	Migrate current paper records in to system and for them to be dynamic		
SP13	Specify the optimum specifications of the infrastructure required to run the application		

Part C: Higher Level Requirements

Ref	Description	Essential /Desirable	Compliance Fully Partial Non-Compliant	Comments
IT02	The solution must be able to store and retain information in line with the Data Protection Policies outlines by the North Wales Police.			
IT03	The solution must be able to authenticate a user with a Single-Sign On technology			
IT04	The solution must be flexible and scalable for any future demands			
IT05	The solution must use a secure carrier service for data transportation or transformation			
IT06	Combination of fixed tower desktops and mobile laptops for remote access,			
IT07	The system must be available to use from remote locations. North wales Police must have full accessibility to the system			
IT09	Must be compliant with Cyber Essentials, with certification as evidence			
IT10	Be compatible with Windows 10 & Windows 365			

2. DEMONSTRATION

You will be invited to provide a demonstration of the system you are offering and should be able to demonstrate all functionalities detailed within this Specification. Your demonstration should last for no longer than 1 hour and you will be expected to take questions either during the demonstration or at the end.

3. METHOD STATEMENTS

Q1: Previous experience

Please provide information about your previous experience of working within this service area and delivering similar provision, together with data on performance and outcomes.

Answers should include:

- Details of expertise in Police Service, blue-light and public sector.
- Relevant qualified personnel to perform the contract.
- Previous experience in installing and supporting this type of solution.

Q2: Account Management

Please describe how the organisation's account management would be structured for a contract of this nature.

Answers should include:

- How you would envisage working with NWP in relation to the governance of a contract of this nature.
- Account manager support.
- Review meetings.
- Management information (e.g. delivery against service levels).
- Staff monitoring (e.g. supervision, levels of work etc.).

Q3: Technical Ability

Please demonstrate your ability and technical capacity regarding the support and maintenance of Software in relation to the scope of the services required by NWP.

- Ability & technical capacity in the installation of software updates / upgrades in the above environments.
- System Documentation that will be maintained.
- Please describe the lifecycle management of the software and upgrades including the methodology used to perform any upgrades and their frequency.

Q4: Technical Support

Please describe how you will provide technical support to NWP?

Answers should include:

- What services are available.
- How relevant software updates and upgrades will be scheduled & provided together with the technical support.
- How the Service Level Agreements will be met.
- Remote access management - including data protection of NWP data.

Q5: Design and Implementation Plan

Please describe in brief the proposed solution and the implementation plan that will be put in place to allow for an easy transfer to the new software.

Answers should include:

- An outline of the proposed solution design, how it will be a resilient & robust solution.
- Implementation plan in liaison with NWP to manage all aspects of the set up.
- Training – how you will provide initial training to staff, and how you will provide this moving forwards.

Q6: Business Continuity

Please describe your approach to business continuity in relation to this contract.

Answers should include:

- Formal business continuity programme and business continuity plan - how it is tested, actioned and updated?
- Trigger points for you to contact the Authority in the event of a disruption? How will you keep us updated?
- Risk Management.

Q7: Technical Capability

North Wales Police IT Strategy is based on a Cloud First Principle where appropriate, with applications and services hosted in the cloud rather than on premise to ensure solutions are scalable, flexible and efficient

Please state if the application is available as a SaaS offering (Software as a service provision), if available please provide all financial and information security details in terms of both hosting and data processing.

In order that North Wales Police can also consider an on-premise option or in the absence of a SaaS or equivalent cloud based provision, please specify the optimum specifications of the infrastructure required to run the Legal Case Management System.

NWP's preference is that the software is able to run on its existing Virtualised environment which is based on Hyper-V 2012.

Confirmation is required that the application can run in a virtual environment as described.

Answers should include:

- Operating systems and database versions taking into account the virtualised environment described above.
- Any training/test environments
- Any client pre-requisites/configuration required to access the system, please note that North Wales Police are moving to the Microsoft Office 365 Productivity solution as part of the Police National Enablement Programme which includes compliance with the agreed technical blueprint for client builds.

Q8: Welsh Language

How you will manage and monitor compliance with the Welsh Language Standards, if required?

Q9: Social Value

In context of the NWP and OPCC Social Value Policy and the Public Services (Social Value) Act 2012, Please describe how you will ensure wider social, economic, environmental and cultural benefits on behalf of the Office of the Police and Crime Commissioner during the performance of the contract.

Your answer should include:

- Non-paid work placements opportunities

- Local supply chain developments

4. DATA PROTECTION AND SECURITY REQUIREMENTS

Please complete the attached Baseline Security Requirement document:

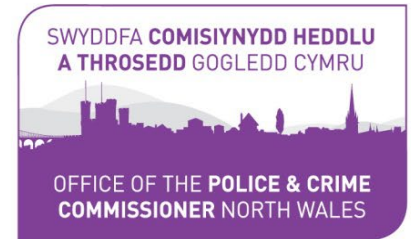


Guidance - Baseline
Security Requirement

If unable to open, document can be found on the EU Supply Portal alongside the other tender information.



**HEDDLU
GOGLEDD CYMRU
NORTH WALES
POLICE**



COMMERCIAL

TENDER RESPONSE DOCUMENT

FOR THE U[GRADE OF THE

HYDRA SIMULATION TRAINING SUITE TO

THE CLOUD

TO

THE POLICE AND CRIME COMMISSIONER

FOR NORTH WALES

CONTRACT REFERENCE: NWP.

SECTION 3

Please note that this document and all your responses are subject to Freedom of Information disclosure.

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1. Page 4 update table of contents to reflect actual document content

CONTACT DETAILS

Contact details for enquiries about this tender submission	
Name	
Address	
Post Code	
Phone	
Mobile	
Email	
Company Registration Number	

VALUE OF CONTRACT FOR YEAR ONE (Excluding VAT): £
TOTAL VALUE OF CONTRACT Five Years (Excluding VAT): £

***IF YOUR TENDER IS SUCCESSFUL THIS APPLICATION WILL
BE INCORPORATED INTO THE CONTRACT AWARDED TO
YOU.***

1. FORM OF TENDER

1.1. I/We have received the following documents (strike out any that are not applicable) and have included in the Schedule of Prices for all requirements contained within them:-

Section 1A

1. Introduction
2. Instructions to Tenderer
3. Communication and Enquiries
4. Instructions for Completion and Submission
5. Contract Award Criteria and Evaluation Guidance
6. Confidentiality and Information Handling
7. Security Aspects for External Contactors
8. Data Protection
9. Contractors and Subcontractors approval to work on this Contract
10. Standards of Professional Behaviour Expected.

Section 1B Terms and Conditions of Contract

1. General Terms and Conditions of Contract
2. Special Terms and Conditions of Contract
3. Definitions

Section Two – Specification and Method Statements

1. Specification
2. Submission of Samples
3. Method Statements

Section Three – Completed and returned this document

1. Form Of Tender
2. Undertaking
3. Schedule of Prices
4. Company Information Questionnaire - To be completed online
5. Confidentiality Declaration
6. Data Processing Agreement

Annex A Information Security Incident/Personal Data Breach Report
Annex B Handling of Protectively Marked Material

1.2. **NOW THEREFORE** it is agreed that:-

- 1.2.1. I/We agree that the aforementioned documents together with our submission documents and our acceptance will form part of the tender and any contract agreement.
- 1.2.2. I/We undertake to execute (if so required) a formal agreement in a form to be prepared by the PCC;
- 1.2.3. And, if so required, to provide satisfactory sureties for the due performance of the same.
- 1.2.4. I/We understand and accept that the quantities used in the Schedule of Prices are indicative only and that NO VOLUME OR VALUE of orders will be guaranteed in respect of this contract.
- 1.2.5. I/We understand that the PCC is not bound to accept the lowest or any tender that may be received.
- 1.2.6. I/We do certify that this is a bona fide tender and that I/we have not fixed or adjusted the amount of the tender by or in accordance with any agreements with any other person(s).
- 1.2.7. I/We agree to comply with the Confidentiality and Non-Disclosure Agreement.
- 1.2.8. I/We agree to comply with the Freedom of Information Act 2000 and agree that if successful the final contract will be published without redaction and all documents submitted during the tendering process will be disclosed.
- 1.2.9. I/We agree to comply with the Government's instructions' on Data Transparency and agree that if successful the PCC will publish a month on month spend profile for this contract.
- 1.2.10. I/We agree to comply with the Bribery Act 2010 and confirm we have no convictions or ongoing investigations.
- 1.2.11. I/We agree to comply with the Public Audit (Wales) Act 2013.
- 1.2.12. I/We agree to comply with the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679

and where applicable Law Enforcement Directive (Directive (EU) 2016/680) and the Force's Information and Security Policy.

1.2.13. I/We agree to comply with the current North Wales Police and Police PCC Welsh Language Scheme produced in accordance with the Welsh Language Act 1993 and Welsh Language Measure 2011.

1.2.14. I/We agree to comply with the Well-being of Future Generations (Wales) Act 2015, the Public Services (Social Value) Act 2012 and the Modern Slavery Act 2015

1.2.15. I/We agree that this tender shall be open for acceptance for a period of 6 months from the last date quoted for submission of tenders.

1.2.16. I/We are satisfied with the level of information provided within this tender document

1.2.17. I/We have not corrupted/amended any text whatsoever in this tender document.

1.2.18. Any agreement entered into with the PCC is subject to the overriding presumption that the terms and conditions herein will prevail and that any conflicting terms in subsequent documents will have no legal effect.

1.2.19. I/We also understand that it is a criminal offence, punishable by imprisonment or fine, to give or offer any gift or consideration whatsoever as to inducement or reward to any servant of a public body and that any such action will empower the PCC to cancel any contract currently in force and may result in my/our exclusion from the PCC's Approved List of Firms to be invited to tender.

1.2.20. I/We agree to accept the terms and conditions set out this tender document.

1.2.21. I/We agree that the PCC may request post tender clarifications.

- 1.2.22. I/We agree that the PCC may in some circumstances request best and final offers (BAFO) from shortlisted Tenderers.
- 1.2.23. The submission of a tender for the supply and delivery of any Item set out in the Tender Schedule and/or Specifications shall be made only in accordance with the Tender Documents and the PCC shall not be bound by any variation, addition to or waiver of any condition contained in the Tender Documents except as shall have been specifically agreed between the PCC and the Contractor in writing and signed on behalf of the PCC by an Authorised Representative.
- 1.2.24. Any clauses in the Contractor's own Conditions of Sale or Contract or any supplementary Condition or Letter which are at variance with the PCC's Tender Documents shall be overridden by the Tender Documents unless specifically agreed to in writing in accordance with paragraph 1.2.1 above.
- 1.2.25. Tenders will only be accepted if submitted on the Form of Tender herewith.
- 1.2.26. The Form of Tender must be signed:
- 1.2.26.1. In the case of a Partnership by a person duly authorised to sign and bind the Tenderer or, if no person has such authority, by all Partners;
- 1.2.26.2. in the case of a limited company and in any other case by a person duly authorised to sign and bind the Tenderer:
- 1.2.26.3. 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 PCC shall be under no obligation to check that persons purporting to have authority to sign and bind any Tender have such authority and the PCC shall be entitled to assume that all Forms of Tender are properly signed and that any information given in the Tender Documents to be completed by the Tenderer is properly given and is correct.
- 1.2.27. All Tenders/Quotations must be submitted to the PCC in accordance with instructions contained in the Form of Tender.

- 1.2.28. All Tenders/Quotations will be subject to the PCC's Standing Orders and will be accepted in accordance with the said Standing Orders.
- 1.2.29. The PCC does not bind itself to accept the lowest or any tender.
- 1.2.30. The PCC will consider Tenders for any or all of the Items set forth in the Tender Schedule and/or Specification and reserves the right to divide any Item for which bona fide Tenders are received between two or more Tenderers.
- 1.2.31. The Tender or any part thereof shall remain open for acceptance by the PCC for a period of six months from the closing date for submission of tenders.
- 1.2.32. Subject to the Standing Orders of the PCC, no tender received after the time or the date stated in the Tender Documents will be considered and incomplete tenders may be rejected except where the Tenderer is tendering for only part of the business for which Tenders have been invited.
- 1.2.33. The Tenderer shall not at any time after submitting a tender cause the offer thereby made to be withdrawn or revoked.
- 1.2.34. In the event of any person or firm withdrawing a tender or declining to sign the contract upon being called upon to do so after his or their tender has been accepted, or if the PCC are satisfied that the Contractor has not carried out that Contract in a satisfactory manner, the person or firm or Contractor shall not be allowed to tender or shall be removed from the approved lists (where these exist) thereafter for a period of three years, or such other period as may be agreed by the PCC in individual cases.
- 1.2.35. The Contractor shall be deemed to have examined the requirements specified, any premises and these tender documents. 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 these tender documents on which the Contractor could reasonably have satisfied itself beforehand.

- 1.2.36. The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rate and prices stated by it in its tender which shall (except in so far as it is otherwise provided in the Contract) cover all its obligations under the Contract and 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 its tender.
- 1.2.37. Tender Documents shall be completed exactly as indicated therein and any Tenderer submitting a separate general 'Price List' or stating that a list price less a discount shall apply or such other similar practice will result in the Tender being disregarded.
- 1.2.38. All prices quoted in the Tender must be in Sterling, unless agreed prior to the Contract award.
- 1.2.39. The PCC may require samples of any item for which a Tender has been submitted and Tenderers shall provide these samples free of charge. Such samples shall be readily available and may be subjected to any test which the PCC considers necessary in order to evaluate Tenders properly. In the event that such samples meet with the approval of the PCC they shall become standard samples for the purpose of the Contract hereinafter referred to and all items supplied or to be supplied under any Contract made and for which a sample has been approved shall be equal in all respects to such sample. The PCC will make random checks or tests to ensure that this and any other specified requirements are met and if there is any deficiency whatsoever in any item so checked or tested the costs incurred by the PCC carrying out such check or test shall be borne by the Tenderer. The PCC may also seek from the Tenderer a refund, by means of a credit note, compensation or replacement of any item which was the subject of random sampling but which proved to be deficient.
- 1.2.40. It is essential that Risk Assessments and Method Statements are available not only for the initial contract bid purposes, but are also developed and applied on all future work on the PCC's premises. To this end, the Contractor is required to submit a generic Risk Assessment/Method Statement, together with one site-specific Risk Assessment/Method Statement with this

contact. The Contractor will be required to provide a site-specific Risk Assessment/Method Statement prior to any work commencing at that individual site. Contractors that require access to the PCC's premises to fulfil their contractual obligations must ensure that copies of any risk assessments/method statements are carried in their vehicles, and that drivers can produce them if requested in line with our Health and Safety duty of care obligations.

- 1.2.41. I/We the undersigned do hereby agree to carry out the fulfilment of the contract on being notified of the acceptance there of in whole or in part in accordance with the PCC's conditions of contract and all other documents attached which have been examined and understood.
- 1.2.42. Unless a formal contract is prepared and executed this tender together with the PCC's written acceptance of, the general and special conditions of contract, the schedule of prices and the specification shall constitute a binding contract.
- 1.2.43. The prices included in the schedule are fixed for the first 12 months of the contract as a minimum; thereafter the price variation clause set out in the Conditions of Contract shall apply unless otherwise agreed.

2. UNDERTAKING

2.1. I/We declare that to the best of my knowledge the answers submitted in this tender are correct. I understand that the information will be used in the process to assess my organisation's suitability to meet the PCC's requirement and I am signing on behalf of my organisation. I understand that the Contracting Authority may reject this tender if there is a failure to answer all relevant questions fully or if I provide false/misleading information.

2.2. I/We agree to all the terms and conditions, data processing agreement and to this Form of Tender in its entirety.

2.3. I/We understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as to inducement or reward to any servant of a public body and that any such action will empower the authority to cancel any contract currently in force and may result in my/our exclusion from the PCC's Approved List of Firms to be invited to tender.

2.4. ***Electronic submission instructions: As this document is being submitted electronically by upload via www.bluelight.gov.uk the name of the Director or other senior representative should be typed in the signature block and will be accepted as their authorised signature in submitting this tender.***

2.5. This Document shall be signed by a Director or other senior representative

Signed	
Print Name Position	
Date	
For and on behalf of (name and address of Organisation)	
Email:	
Telephone No	

3. SCHEDULE OF PRICES

- 3.1. The Tenderer shall comply with all the terms and conditions contained herein relating to Pricing.
- 3.2. This Schedule shall include all costs related to delivering the goods or services detailed in the specification, including all correspondence, reports to be submitted, attendance at Court, administrative costs, taxes, insurance, travel or accommodation and any other disbursements or charges to which the Supplier may be put.
- 3.3. The Tenderer shall ensure that they have read all the Tender Documents in conjunction with this Schedule and in particular Pricing, Service Charges and Price Variation of the conditions of contract.
- 3.4. All costs associated with the provision of the Goods and Service are deemed to be included in the charge. Including Delivery and Installation and Contract Management.
- 3.5. All costs associated with vetting are to be covered by the contractor. No additional payments will be considered by the PCC for complying with vetting.
- 3.6. The Tenderer shall price each item in this Schedule. The Contractor without additional payment shall undertake un-priced items.
- 3.7. The acceptance of a Tender by the PCC will not imply or guarantee that the CONTRACTOR will be awarded any quantities of work detailed in the Pricing Schedule.
- 3.8. All costs shown are to be exclusive of VAT (which will be added at the prescribed rate) and fixed for a period to be stated by the Tenderer but not less than twelve months from the closing date for receipt of Tenders.
- 3.9. Contract Prices will be fixed for the initial period of the contact. No price variation will be considered otherwise than in accordance with the General Terms and Conditions clause Price (11) and Price Adjustment on Extension (15)
- 3.10. The totals for each schedule shall be carried forward to the Summary schedule, where appropriate.

- 3.11. The Tenderer shall expand these pricing schedules to include all associated services proposed to meet the requirements defined herein.
- 3.12. Pricing Schedules shall be completed and provided in Excel or Word format (PDF will not be accepted) with the Tenderers response in accordance with the Instruction to Tenderers.
- 3.13. Tenderers shall provide supporting summary notes for all priced elements to identify all assumptions and constraints against their proposed service offering.
- 3.14. The Tenderer may submit any proposals for discount to be given for volume of business awarded schemes and such schemes may be on a retrospective basis.
- 3.15. All prices quoted in the Tender must be in Sterling.
- 3.16. Tenderers must provide details of charges for all or any labour elements listed.
- 3.17. Labour will be paid at National Living Wage
- 3.18. No additional charges will be paid for the provision of this contract throughout the night, at weekends or during public holidays, unless listed here.
- 3.19. No additional charges will be paid for expenses in the provision of this contract unless listed here. We will not pay first class travel, mileage will be clearly defined and we reserve the right not to pay excessive or unsubstantiated claims.
- 3.20. It is understood and accepted that costs for non-labour elements can vary from time to time. However, excessive overcharging beyond a reasonable level could result in cancellation of this contract.
- 3.21. Costs incurred by the Contractor in complying with Contract Monitoring and Management must be included as part of the rates stated in the Price Schedule. No additional payment will be considered by the PCC for complying with this activity.

ITEM	DESCRIPTION	Number required	Cost per item	Total
1	Set up and Implementation (to be the full cost of set-up and implementation)	One Off		
2	Licences	7 user licenses required		
3	Software Updates and support annually	5 years		
4	Training	For 7 users		
5	Please let any addition costs			
		Total 5 year costs		*

*Please insert the highlighted figure into EU Supply Portal.

Please detail any additional discounts offered:

Please detail any additional services offered, along with pricing:

4. COMPANY INFORMATION QUESTIONNAIRE - TO BE COMPLETED ONLINE

5 CONFIDENTIALITY DECLARATIONS

1. All the information that the Authority supplies as part of this procurement shall be treated as confidential information.
2. The Bidder considers that the type of information listed in Table 1 below contained in its response to the procurement is 'confidential information'.
3. The Bidder considers that the type of information listed in Table 2 below contained in its response to the procurement is not confidential information but is 'commercially sensitive' information.
4. The Bidder must complete each Table fully and give full, valid and justifiable reasons for including any information in the Tables below. The Authority cannot accept any broad attempt to class all, or any broad categories of, information as either 'confidential information' or 'commercially sensitive' information and may discard a Bidder's attempts to classify information in this way.
6. Bidders are reminded that notwithstanding the inclusion of any information in the Table below, the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with Freedom of Information Act (FoIA).

Confidential Information:

Information considered confidential information Reason for FoIA exemption
(include paragraph reference) Period exemption is sought (months)

Type of Information	Document Reference	Held By	Period (Months)	Reason for FoIA exemption

6. DATA PROCESSING AGREEMENT

Schedule A will be subject to final agreement between the Chief Constable of North Wales Police and the Processor

THIS AGREEMENT is made on the [add date] day of [add month year]

BETWEEN

The Chief Constable of North Wales Police, Force Headquarters, Glan-Y-Don, Colwyn Bay, North Wales LL29 8AW (herein after called the “Controller”) of the one part and

[add details of third party data processor name and address] (herein after called the “Processor”), [add address].

1.0 Purpose

The Purpose of the processing is described within Schedule A.

This Agreement sets out the terms and conditions under which Data held by the Controller will be disclosed to and used by the Processor.

The Purpose is consistent with the original purpose of the Data creation and/or collection.

The Processing of Data for the Purpose will assist the Controller to fulfil his obligations as described in Schedule A.

Controllership of the Police Data shall at all times remain with the Controller.

2.0 Definitions

Any reference to any enactment or statutory provision shall be deemed to include a reference to such enactment or statute as extended, re-enacted, consolidated, implemented or amended and to any subordinate legislation made under it;

The following words and phrases used in this Agreement shall have the following meanings except where the context otherwise requires:

“Aggregated Data”	means Police Data presented to the extent that no living individual can be identified from the Aggregated Data or any other Data in the possession of, or likely to come into the possession of any person obtaining the Aggregated Data.
“Agreement”	means this Data Processing Agreement together with its schedules and all other documents attached to or referred to as forming part of this agreement.
“Confidential Information”	means all Police Data and any other information relating to the Controller’s customers and prospective customers, current or projected financial or trading situations business plans, business strategies, developments and all other information relating to the Controller’s business affairs including any trade secrets, know-how and any information of a confidential nature imparted by the Controller to the Processor during the term of this Agreement or coming into existence as a result of the Processor’s obligations, whether existing in hard copy form or otherwise, and whether disclosed orally or in writing.
“Controller”	have the same meaning as in Article 4 of GDPR.
“Data, Controller, Data Subject, Processor, Processing, Personal Data, Personal Data Breach, Pseudonymisation and Processing”	have the same meaning as in Article 4 of GDPR
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, 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 Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy and (iii) all applicable Law about the processing of personal data and privacy.
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their personal data.

“Data Subject”	have the same meaning as in Article 4 of GDPR.
“Data”	have the same meaning as in Article 4 of GDPR.
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679)
“Heading”	are inserted for convenience only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, references to clauses and schedules are references to the clauses of and schedules to this Agreement;
“Including”	The word ‘including’ shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word ‘include’ and its derivatives shall be construed accordingly.
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply.
“LED”	means the Law Enforcement Directive (Directive (EU) 2016 /680)
“Party”	means a Party to this Agreement
“Personal Data Breach”	have the same meaning as in Article 4 of GDPR.
“Personal Data”	have the same meaning as in Article 4 of GDPR.
“Police Data”	means any Data including Personal Data and Special Categories of Personal Data, to be provided to, or collected by, the Data Processor and processed on behalf of the Controller as identified at Schedule A of this Data Processing Agreement
“Police Manager”	means Head of Medical Services who has oversight and responsibility for this particular project/business area, for ensuring the Processing on behalf of the Controller or other such person as shall be notified to the Processor from time to time is in compliance with the terms of this Agreement. The Police Manager will assume responsibility for co-ordinating data protection compliance, notification, security, confidentiality, audit and co-ordination of subject rights and Freedom of Information requests as directed by the terms of this

	Agreement.
“Processing”	have the same meaning as in Article 4 of GDPR.
“Processor”	have the same meaning as in Article 4 of GDPR.
“Project Manager”	means [Job title of person] who has day-to-day management responsibility for the Processing and compliance with this Agreement on behalf of the Processor or such other person as shall be notified to the Controller from time to time. The Project Manager will assume responsibility for data protection compliance, notification, security, confidentiality, audit and co-ordination of subject rights and Freedom of Information requests as directed by the terms of this Agreement.
“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 such measures adopted.
“Pseudonymisation”	have the same meaning as in Article 4 of GDPR.
“Purpose”	means the purpose of the Processing as set out within Schedule A of this Data Processing Agreement
“Services”	means the Data Processing activity and services to be undertaken by the Data Processor on behalf of the Controller, as identified in Schedule A of this Data Processing Agreement
“Special Categories of Personal Data”	has the same meaning as in Article 9 of GDPR.

3.0 Miscellaneous

3.1 Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, reference to clauses and schedules are references to the clauses of and schedules to this Agreement;

3.2 Any reference to any enactment or statutory provision shall be deemed to include a reference to such enactment or statute as extended, re-enacted, consolidated, implemented or amended and to any subordinate legislation made under it; and

- 3.3 The word ‘including’ shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word ‘include’ and its derivatives shall be construed accordingly.

4.0 Provision or Collection of Police Data

- 4.1 The manner and frequency of transmission of Police Data from the Controller to the Processor is set out in Schedule A of this Data Processing Agreement.

5.0 Access to the Police Data

- 5.1 Access to the Police Data will be restricted to the Controller or those employees of the Processor who have been approved and authorised by the Controller, directly involved in the processing of the Police Data in pursuance of the Purpose. All Employees must have been Vetted and signed an Undertaking of Confidentiality prior to having access to any or all of the Data.

6.0 Data Protection and Human Rights

- 6.1 The processing of any Personal Data shall be in accordance with the obligations imposed upon the Parties to this Agreement by the Data Protection Legislation. All relevant codes of practice or data protection operating rules adopted by the Parties will also reflect the data protection practices of each of the parties to this Agreement.
- 6.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 6.3 The only processing that the Processor is authorised to do is listed in Schedule A by the Controller and may not be determined by the Processor. Where deviation from Schedule A is required this will only occur where previously authorised in writing by the Police Manager to the Project Manager.
- 6.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

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

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

6.5 The Processor may not contact any Data Subject except where permitted by Schedule A.

6.6 The Processor shall notify the Controller immediately if it:

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

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

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

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

Agreement;

(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.

6.7 The Processor's obligation to notify under the preceding clause shall include the provision of further information to the Controller in phases, as details become available.

6.8 Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under preceding clauses (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

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

- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller 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 Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

6.10 The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor.

6.11 The Processor shall designate a data protection officer if required by the Data Protection Legislation.

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

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Agreement such that they apply to the Sub-processor; and

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

6.13 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

6.14 The Processor may, at any time on not less than 30 Working Days' notice, revise this clause 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 this Agreement).

6.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office

6.16 The Parties agree and declare that the information accessed pursuant to this Agreement will be used and processed with regard to the rights and freedoms enshrined within the European Convention on Human Rights. Further, the Parties agree and declare that the provision of information is proportional, having regard to the purposes of the Agreement and the steps taken in respect of maintaining a high degree of security and confidentiality.

6.17 If any Party to this Agreement receives a request for information under the provisions of the Freedom of Information Act 2000 identified as originating from another Party, the receiving Party will contact the other Party to determine whether the latter wishes to claim an exemption under the provisions of that Act.

6.18 Where the Data Processor receives a request for information under the provisions of the Freedom of Information Act 2000 in respect of information provided by or relating to the Controller, the Processor will contact the Police Manager to ascertain whether the Controller wishes to claim any exemption including the determination of whether or not the Controller wishes to issue a response neither to confirm nor deny that information is held.

7.0 Confidentiality

7.1 The Data Processor shall not use or divulge or communicate to any person (other than those whose province it is to know the same for the Purpose, or without the prior written authority of the Controller) any Data

obtained from or created on behalf of the Controller, which it shall treat as private and confidential and safeguard accordingly¹.

7.2 The Data Processor shall ensure that any individuals who process Police Data under this Agreement are aware of their responsibilities in connection with the use of that Police Data and have confirmed so in writing by completion of Annex B: Undertaking of Confidentiality which will be provided to the Police Manager as a pre-requisite for that individual to process Police Data.

7.3 For the avoidance of doubt, the obligations or the confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement .

7.4 Respect for the privacy and rights of Data Subjects will be afforded at all stages of the Purpose.

7.5 The restrictions contained within this section shall cease to apply to any Data which may come into the public domain otherwise than through unauthorised disclosure by the Parties to the Agreement.

8.0 Retention, Review and Deletion

8.1 The Police Data will be retained by the Processor and then securely disposed by the Processor in accordance with Schedule A of this Data Processing Agreement

9.0 Security

9.1 The Data Processor recognises that the Controller has obligations relating to the security of Data in his control under the Data Protection Legislation, ISO 27001 and the NPCC Information Community Security Policy. The Processor will continue to apply those relevant obligations as detailed below on behalf of the Controller during the term of this Agreement.

9.2 The Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

¹ The restriction set out in this paragraph shall not apply where disclosure of the Police Data is ordered by a Court of competent jurisdiction, or subject to any exemption under the Data Protection Act 2018, where disclosure is required by a law enforcement agency or regulatory body or authority, or is required for the purposes of legal proceedings, in which case the Processor shall immediately notify the Controller in writing of any such requirement for disclosure of the Police Data in order to allow the Controller to make representations to the person or body making the requirement.

- (a) process that Personal Data only in accordance with Schedule A, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures 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) employees of the Processor do not process Personal Data except in accordance with this Agreement (and in particular Schedule A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any employees who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor 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 Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Processor complies with its obligations under the Data Protection Legislation 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 Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (v) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Processor on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

9.3 The Controller may wish to undertake suitability checks (including vetting) on any persons having access to police premises and the Police Data and further reserves the right to issue instructions that particular individuals shall not be able to participate in the Purpose without reasons being given for this decision. The Processor will ensure that each person who will participate in the Purpose understands this and provides their written consent as necessary.

10.0 Indemnity

10.1 In consideration of the provision of the Police Data for the Purpose the Processor undertakes to indemnify and keep indemnified the Controller against any liability, which may be incurred by the Controller as a result of the Processor's breach of this Agreement.

Provided that this indemnity shall not apply:

- (a) where the liability arises from information supplied by the Controller which is shown to have been incomplete or incorrect, unless the Controller establishes that the error did not result from any wilful wrongdoing or negligence on his part
- (b) unless the Controller notifies the Processor as soon as possible of any action, claim or demand to which this indemnity applies, commits the Processor to deal with the action, claim or demand by settlement or otherwise and renders the Processor all reasonable assistance in so dealing;

(c) to the extent that the Controller makes any admission which may be prejudicial to the defence of the action, claim or demand.

11.0 Disputes

11.1 In the event of any dispute or difference arising between the Parties out of this Agreement, the Designated Police Manager and the Project Manager or the persons appointed pursuant to this Agreement shall meet in an effort to resolve the dispute or difference in good faith.

11.2 The Parties will, with the help of the Centre for Dispute Resolution, seek to resolve disputes between them by alternative dispute resolution. If the Parties fail to agree within 56 days of the initiation of the alternative dispute resolution procedure, then the Parties shall be at liberty to commence litigation.

12.0 Term, Termination and Variation

12.1 The Controller may at any time by notice in writing terminate this Agreement forthwith if the Data Processor is in material breach of any obligation under this Agreement.

12.2 At the discretion of the Controller this Agreement shall terminate after the replacement of the Project Manager.

12.3 Either Party may terminate this Agreement by giving 30 day's notice in writing to the other Party.

12.4 The Controller will have the final decision on any proposed variation to this Agreement. No variation of the Agreement shall be effective unless it is contained in a written instrument signed by both Parties and annexed to this Agreement.

13.0 Miscellaneous

13.1 This Agreement acts in fulfilment of part of the responsibilities of the Controller as required by Articles 28 and 29 and Recital 81 of GDPR.

13.2 This agreement compliments the Call Off/ Procurement Contract between the Parties.

13.3 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13.4 The validity, construction and interpretation of the Agreement and any determination of the performance which it requires shall be governed by

the Laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

Signed on behalf of: the Chief Constable of North Wales Police

Signed	
Print Name & Position	
Date	

Signed on behalf of:

Signed	
Print Name & Position	
Date	

Schedule A:

Details of Police Data to be provided to, or collected by, the Processor and processed on behalf of the Controller

The Processor shall comply with any further written instructions with respect to processing from the Controller.

Any such further instructions shall be incorporated into this schedule.

Subject matter of the Processing	The processing of details in relation to medical Records of Police Officers, Probationers, Staff, Special Constables and Community Support Offices of NWP or potential employees of NWP	
Duration of the Processing	The processing will take place during the course of the contract, which commences on 1st April 2021 and runs through to 30th March 2024, with options to be extended for the life of the software. It is possible that the processing may be required to continue for a period of time once the contract has ended for the purposes of ensuring all outstanding medicals have been undertaken, this Data Processing Agreement shall therefore remain relevant.	
Purposes of the Processing	The system will manage person information in relation to medical examinations on all staff and Offices as well as potential employees. The System will be required to record medical information for each specific test (health questionnaire review, height, weight, blood pressure vision & colour vision) and store electronically on the Software.	
Nature of the Processing	The Processor shall process information as outlined in the section above entitled 'purposes of the processing'. The recorded information shall be stored on XXXXXX The security of this information must be ensured at all times by the Processor.	
Type of Personal Data	The types of personal data recorded may include, but is	

	not limited to; Surname, Forename, Date of Birth, Gender, Medical History, e-mail address (employee).	
Categories of Data Subject	Medical Records	
Arrangements for return or destruction of the data once processing is complete	System will be regularly audited and Old records deleted.	

Annex B – Handling of Protectively Marked Material

You are required to handle the disclosed material in accordance with the requirements of the protective marking shown in capitals at the top and bottom of the information. If no marking is shown, all information should be handled in accordance with at least the RESTRICTED marking.

- The material should be accessed on a need to know basis and only approved personnel should have access to the data.
- Security measures must be in place to prevent unauthorised access and unlawful processing of data.
- Implement a clear desk and screen policy whilst the disclosed material is in your possession. Use of a password protected screensaver after 3 minutes of inactivity is highly recommended for computers on which the information is stored.

Where data is held on portable media or laptops encryption tools should be employed and the media should remain under the positive control of approved personnel - positive control means on their person and in their sight.

APPLICATION / ACTIVITY			
Document Marking	PROTECT	RESTRICTED	CONFIDENTIAL
Storage of hard copy documents	Top and bottom of every page	Top and bottom of every page	Top and bottom of every page
Disposal of paper waste	Protected by one barrier e.g. a locked container within a secure building	Protected by one barrier e.g. a locked container within a secure building	Protected by two barriers e.g. a locked container in a locked room, within a secure building
Disposal of magnetic media	Destroy using a cross cut shredder or so that it cannot be reconstituted. Keep secure when unattended	Destroy using a cross cut shredder or so that it cannot be reconstituted. Keep secure when unattended	Destroy using SEAP cross cut shredder or so that it cannot be reconstituted. Keep secure when unattended
External movement	Securely destroy. CD ROM / DVD: destroy completely, disintegrate, pulverise, melt or shred	Securely destroy. CD ROM / DVD: destroy completely, disintegrate, pulverise, melt or shred	Securely destroy. CD ROM / DVD: destroy completely, disintegrate, pulverise, melt or shred
Secure Email services using PNN / GSI / CJSM / GCSX / MOD secure addressing conventions	By post or courier, in a sealed envelope. Do not show protective marking on envelope.	By post or courier, in a sealed envelope. Do not show protective marking on envelope.	By post or courier. Double enveloped, both fully addressed. Protective marking shown on inner envelope only. Return address on outer envelope.
	May be used.	May be used.	Not to be used without encryption service compliant with ACPO/ACPOS Community Security Policy