



Reply to: Leah Smith
Telephone: 01953 424455
Date: 30 January 2024

Dear Member of Public ,

RE: Freedom of Information Request FOI/OPCCN/231

I am writing in connection with your email dated 23 January 2023, in which you requested the following information:

“I would like to make an FOIA request to obtain the Specification and any ITT documents from the last time Norfolk Constabulary and Suffolk Constabulary Procurement Unit put out a tender for the Norfolk and Suffolk Victim support service, which I believe would have been around 2019.”

I have reviewed our records and can advise the following:
Please see below – a copy of the ITT document.

Yours sincerely

L. Smith

Leah Smith
Complaints and Compliance Manager and FOI Decision Maker
Office of the Police and Crime Commissioner for Norfolk

Internal Review

If you think we have not supplied information in accordance with Section 1 (the General Right of Access) of the Freedom of Information Act 2000, or you are dissatisfied with the way in which your request has been handled, then you should write within 40 days of the date of the response to:

Mark Stokes
Chief Executive
Office of the Police and Crime Commissioner for Norfolk
Building 7
Falconers Chase
Wymondham
Norfolk
NR18 0WW

Telephone: 01953 424455

Email: opccn@norfolk.police.uk

If you are dissatisfied in any way with our response or the way we have handled your request, you can contact us by phone, email or in writing. We may, in the first instance, try and resolve your complaint informally. However, at any stage you can request, or we may decide to treat your complaint formally under our internal review process.

An internal review is conducted by the Chief Executive who will review the request and response, taking account of your complaint(s), and will respond in writing as soon as possible. The Information Commissioner's Office recommends that a response should be made in 20 working days. If we are unable to respond in this timeframe, we will inform you and provide a date by which you should expect to receive our response.

If, after the internal review, you remain dissatisfied then you can complain to the Information Commissioner's Office, the government regulator for the Freedom of Information Act. Details of how to contact the Information Commissioner's Office can be found at www.ico.org.uk



OFFICE OF THE POLICE & CRIME
COMMISSIONER FOR NORFOLK



**Invitation to Tender for a Service
To provide a Norfolk and Suffolk Victim Care service**

In the counties of Norfolk and Suffolk

**Reference: 2019-009
Bluelight Reference 35962**

**Date of issue: 8/07/19
Date for return: 12.00 noon 15/08/19**

As part of your submission, applicants are advised to read and answer the gateway questions as listed on the [Bluelight](#) portal.

Some of these are "gateway questions" which are **pass/fail**. If, in the event of one or more gateway questions achieving a fail, you may be excluded from further consideration in this tender process and the remainder of your application **will not** be evaluated.

In answering the gateway questions the Commissioners requires clear, unambiguous responses written in plain English. Any responses which are evasive, imprecise or ambiguous may attract a fail.

The aim is to ensure that any potential service provider is financially sound, able to deliver the service being commissioned and shares the same values as the Commissioner in terms of being a good employer, equal opportunities, diversity etc.

In addition to the gateway questions mentioned above, there are a number of quality questions, (Pages 27 and 28) which directly relate to the service being tender and are aimed at your organisation being able to demonstrate sufficient knowledge, experience and skill in order to deliver the service efficiently and effectively.

For these quality questions, please either expand the boxes at (Pages 27 and 28) and enter your answer/response or, alternatively, provide answers on a separate sheet of paper remembering to use the same numbering conventions and that it is clearly visible above the answer provided. Some answers are word limited as noted and be cross referenced with any implementation plan, business case or supporting evidence.

The evaluation committee will not assume any prior knowledge of the applicant and base their scoring purely on the answers that are provided. Scoring will be between 0 and 10 as detailed on page 27.

Any clarification questions must be posed via the messaging facility on [Bluelight](#). Answers provided by the commissioner will be returned and circulated anonymously, to all applicants that have expressed an interest.

The service is being jointly commissioned by Norfolk Police and Crime Commissioner and Suffolk Police and Crime Commissioner.

The project leads for this service are:-

Gavin Thompson,
Director of Policy and Commissioning
Office of the Police and Crime Commissioner for Norfolk

www.norfolk-pcc.gov.uk

Liz Hollingworth,
 Head of Commissioning & Governance
 Suffolk Police and Crime Commissioner

www.suffolk-pcc.gov.uk

Completed application forms/business cases and supporting documentation should be uploaded to <https://uk.eu-supply.com/login.asp?B=UK> by the due date and time: - 12.00 noon on the 15th August 2019.

Organisation & Contact Details (For information only)		
Organisation Name:		
ORGANISATION DETAILS		
Registered office address:	Company or charity registration number	
	VAT registration number	
	Name of immediate parent company (where applicable)	
	Name of ultimate parent company (where applicable)	
	Number of Employees	
Type of organisation (i.e Registered charity, plc, private plc, partnership, sole trader etc.)		
Contact Name:		

Title:		
Email Address:		
Phone No:		
Organisation Website Address:		

When you have completed the application, please read and sign the section below:-

UNDERTAKING

I/We declare that to the best of my/our knowledge, the answers submitted in this application are correct.

I/We understand that the information will be used in the process to assess my organisations' suitability to be the chosen provider for the Norfolk and Suffolk Victim Care service in the counties of Norfolk and Suffolk.

I am signing on behalf of my organisation and I also understand that the Commissioners may reject this application if there is a failure to answer all relevant questions fully, or if I provide false/misleading information.

I/We understand that it is a criminal offence, punishable by imprisonment, to give or to offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower the Commissioners to cancel any arrangements currently with the Commissioners and may result in my/our exclusion from future opportunities.

Signed:.....

Print Name:.....

Date:.....

Position:.....

For and on behalf of (name and address of applicant):

.....

.....

.....

.....

Tel:.....

Email:.....

This application must be signed by a Director or other senior representative of the organisation.

BEFORE RETURNING YOUR APPLICATION AND BUSINESS CASE PLEASE ENSURE THAT YOU HAVE:-

- Answered all of the questions appropriate to your application (Pages 27 and 28)
- Demonstrated the financial viability of your proposal with an implementation plan and business case returned as an appendix.
- Demonstrated that your organisation has the required knowledge, skills and resource to be able to deliver the service across all areas.
- Attached and enclosed all relevant documentation, ensuring that all attachments are clearly marked and cross referenced against the question they refer to.
- Completed and Signed the above undertaking.

PLEASE NOTE:

IF YOUR TENDER IS SUCCESSFUL THIS ADDITIONAL INFORMATION WILL BE INCORPORATED INTO THE AGREEMENT.

Completed application forms and supporting documentation should be uploaded to the [Bluelight](#) portal by the due date and time:

**12.00 noon
15th August 2019**

No applications will be opened until after the deadline.



OFFICE OF THE POLICE & CRIME
COMMISSIONER FOR NORFOLK



CONTRACT INFORMATION FOR NORFOLK AND SUFFOLK VICTIM CARE

Service Specification and FAQ's

About Norfolk and Suffolk

Norfolk

Norfolk is a county in East Anglia. It borders Lincolnshire to the northwest, Cambridgeshire to the west and southwest and Suffolk to the south. Its northern and eastern boundaries are the North Sea and, to the north-west, The Wash.

Norfolk is a largely rural county covering an area of 2,074 square miles, with an estimated population of 898,390 people (2017 Norfolk Insight). There are four main urban areas, the city of Norwich, Great Yarmouth, King's Lynn and Thetford. The rural nature of the county makes travel and access to services a challenge for isolated communities.

Within the county there are seven district/borough councils:

- Breckland District Council
- Broadland District Council
- Great Yarmouth District Council
- King's Lynn and West Norfolk Borough Council
- Norwich City Council
- South Norfolk District Council
- North Norfolk District Council.

Norfolk's population is older than that of England with 24% of the population being aged 65 and over, compared to 18% average for England. 91% of the Norfolk population are UK nationals, 6% higher than the rest of England. Of those non-UK nationals living in Norfolk, more than half are EU nationals. 61% of Norfolk's population identify as Christian, 30% no religion and all other people identifying as other religious groups account for between 0.6% (Muslim) and 0.1% (Jewish and Sikh) of Norfolk's population. For more statistics on Norfolk's population please visit: <https://www.norfolkinsight.org.uk/>.

Suffolk

Suffolk is a county in East Anglia, covering approximately 1,466 square miles with an estimated population of 757,000. 40% of Suffolk people live in rural areas; the county is mainly comprised of low-lying arable land with the wetlands of the Broads in the North East, the Suffolk Coast and Heaths Area of Outstanding Natural Beauty in the East, and the sandy heathlands of Breckland to the North West (2019, The State of Suffolk Report). Suffolk's county town is Ipswich with the two other main towns being Lowestoft and Bury St Edmunds. Britain's biggest and busiest seaport, Felixstowe is located in the south east of the county.

The county has 5 district and boroughs:

- Babergh
- East Suffolk (previously Suffolk Coastal and Waveney)
- Ipswich
- Mid Suffolk
- West Suffolk (previously Forest Heath and St Edmundsbury)

Compared to England, Suffolk has a higher proportion of people aged 65 and over (23% compared to 18% for England) and a lower proportion of working age people.

93% of the Suffolk population are UK nationals and the majority of non-UK nationals living in Suffolk are EU nationals. 61% of Suffolk's population identify as Christian, 30% as having no religion and all other people identifying as other religious groups account for between 0.8% (Muslim) and 0.1% (Jewish and Sikh) of the population.

For more information on Suffolk's population visit <https://www.suffolkobservatory.info/population/>

Victim Assessment and Referral Services

Since 2015, Police and Crime Commissioners (PCCs) have been responsible for commissioning victim assessment referral services for their force areas, utilising grant funding from the Ministry of Justice (MoJ). The availability of an assessment and referral service is an entitlement set out in the Victims Code of Practice.

In April 2018, the PCCs for Norfolk and Suffolk launched Norfolk and Suffolk Victim Care, which is the victim assessment, support and referral service for victims of crime in both counties.

The service is currently managed by Victim Support, in partnership with the Offices of the Police and Crime Commissioners for Norfolk and Suffolk (OPCCs).

Current demand data

The service data for Norfolk and Suffolk Victim Care for 2018/19 are...

Norfolk

	Sexual Violence	Domestic abuse	Child Sexual Abuse/Exploitation	RJ	Other	Total
Total number of valid referrals to support services	345	896	99	31	13,183	14,502
Main source of referrals						
British transport police	1	0	0	0	57	58
Police – Norfolk	305	818	96	23	12,548	13,747
Self-referral	23	49	2	6	143	218
Crime types						
Arson and criminal damage	0	116	0	2	2,497	2,615
Burglary	0	7	0	3	1,151	1,161
Drug Offences	0	0	0	0	0	0
Miscellaneous crimes against society	0	19	0	1	451	471
Other	0	14	0	1	33	48
Possession of weapons	0	0	0	0	1	1

	Sexual Violence	Domestic abuse	Child Sexual Abuse/Exploitation	RJ	Other	Total
Public Order Offences	0	107	0	13	2,307	2,427
Robbery	0	1	0	0	306	307
Sexual Offences	345	51	99	0	0	444
Theft	0	76	0	3	3,183	3,262
Unknown	0	20	0	2	63	85
Violence against the person	0	485	0	6	3,191	3,681
Total	345	896	99	31	13,183	14,502
Cases supported by crime type						
Arson and criminal damage	0	20	0	2	29	51
Burglary	0	3	0	3	68	74
Drug Offences	0	0	0	0	0	0
Miscellaneous crimes against society	0	4	0	1	19	24
Other	0	10	0	1	10	21
Possession of weapons	0	0	0	0	0	0
Public Order Offences	0	20	0	11	76	107
Robbery	0	1	0	0	12	13
Sexual Offences	71	23	16	1	0	87
Theft	0	14	0	1	23	38
Unknown	0	17	0	2	17	36
Violence against the person	0	122	0	9	170	300
Total	71	234	16	31	424	751
Types of support						
Number of cases with immediate support only	42	211	7	7	202	447
Number of cases with ongoing support	29	23	9	24	222	304
Total	71	234	16	31	424	751

Suffolk

	Sexual Violence	Domestic abuse	Child Sexual Abuse/Exploitation	RJ	Other	Total
Total number of valid referrals to support services	351	1,070	123	13	14,785	16,302
Main source of referrals						
Police – Other	14	53	2	1	491	506
Police – Suffolk	314	965	116	9	14,137	15,507
Self-referral	14	38	3	3	94	149
Referrals by crime type						
Arson and criminal damage	0	102	0	2	2,875	2,979
Burglary	0	14	0	1	1,658	1,673
Drug Offences	0	0	0	0	0	0
Miscellaneous crimes against society	0	30	0	1	410	441
Other	0	11	0	0	14	25
Possession of weapons	0	0	0	0	3	3
Public Order Offences	0	139	0	3	2,297	2,438
Robbery	0	1	0	0	155	156
Sexual Offences	351	36	123	1	0	474
Theft	0	78	0	0	4,523	4,601
Unknown	0	20	0	0	56	76
Violence against the person	0	639	0	5	2,794	3,436
Total	351	1070	123	13	14,785	16,302
Cases supported by crime type						
Arson and criminal damage	0	20	0	2	41	63
Burglary	0	5	0	1	70	76
Drug Offences	0	0	0	0	0	0
Miscellaneous crimes against society	0	13	0	1	25	39
Other	0	4	0	0	6	10
Possession of weapons	0	0	0	0	3	3
Public Order Offences	0	26	0	3	51	80
Robbery	0	0	0	2	12	14
Sexual Offences	64	10	16	0	0	80
Theft	0	14	0	0	32	46
Unknown	0	13	0	0	32	45
Violence against the person	0	130	0	6	177	311
Total	64	235	16	15	449	767

Types of support	Sexual Violence	Domestic abuse	Child Sexual Abuse/Exploitation	RJ	Other	Total
Number of cases with immediate support only	24	207	3	2	192	419
Number of cases with ongoing support	40	28	13	13	257	348
Total	64	235	16	15	449	767

SPECIALIST PROVIDER LANDSCAPE

Norfolk

The majority of referrals from Norfolk and Suffolk Victim Care for specialist services are to either domestic abuse and/or sexual violence services. The main provision in Norfolk and Suffolk is set out in the tables below.

Clients	Service	Provider	Delivery Area
High Risk Domestic Abuse	Independent Domestic Violence Advocacy (IDVA) Service	Leeway Domestic Abuse Service	Norfolk
Standard/Medium Risk Domestic Abuse*	Connect	Spurgeons Children's Charity	Norwich
	Leeway Outreach	Leeway Domestic Violence and Abuse Service	Norwich/Broadland
	Pandora	Pandora Project	King's Lynn and West Norfolk/North Norfolk
	Early Help Hub	Orwell Housing	South Norfolk
	Daisy Programme	Daisy Programme	Breckland
Sexual Violence Referral Centre (SARC) - Crisis	Harbour Centre (SARC)	Norfolk Constabulary /NHS England	Norfolk
Sexual Violence Victims Support Services – 11 years and older	Sue Lambert Trust	Sue Lambert Trust	Norfolk (Norwich based)/Great Yarmouth
All victims of crime	Norfolk/Suffolk Restorative Justice Hub	Norfolk/Suffolk Police – Joint Justice	Norfolk

*Norfolk and Suffolk Victim Care currently offers the DA Gateway – enhanced triaging for standard risk DA cases in Norfolk and Suffolk

The OPCCN is in the process of recommissioning sexual violence support services and domestic abuse support services and will have a county wide service in place by 1 April 2020.

There is a known gap in provision for support for victims of domestic abuse assessed as medium risk in Great Yarmouth and county wide support for children who are victims or have been exposed to Domestic Abuse. However this gap will be filled by 1 April 2020.

Suffolk

Clients	Service	Provider	Delivery Area
High Risk Domestic Abuse	Independent Domestic Violence Advisor (IDVA) Service	Leeway Domestic Abuse Service	Suffolk
Medium Risk Domestic Abuse	Domestic Abuse Outreach Service (DAOS)	Anglia Care Trust	Suffolk
Standard Risk Domestic Abuse*	Norfolk and Suffolk Victim Care- DA Case managers	Victim Support	Suffolk
Other Domestic Abuse provision	Women's Centre services and programmes.	Lighthouse Women's Aid	Ipswich and surrounding area
	Women's Centre services and programmes.	Bury St Edmunds Women's Aid	Bury St Edmunds and surrounding area
	Programmes and one to one support.	Compassion	Sudbury and surrounding area (Babergh)
	Programmes, advice and guidance.	Waveney Domestic Violence and Abuse Forum	Lowestoft, Waveney and surrounding area
Sexual Violence - Crisis	The Ferns (SARC)	Suffolk Constabulary & NHS England	Suffolk
Sexual Violence Victims Support Services	Suffolk Rape Crisis (Support for women and girls)	Suffolk Rape Crisis	Suffolk
	Survivors in Transition (Support for male victims)	Survivors in Transition	Suffolk
Child Sexual Abuse	Fresh Start - new beginnings (Support for children and young people)	Fresh Start - new beginnings	Suffolk
	Survivors in Transition (Support for adult survivors of CSA)	Survivors in Transition	Suffolk
All victims of crime	Norfolk and Suffolk Restorative Justice Hub	Norfolk and Suffolk Police – Joint Justice	Suffolk

*Norfolk and Suffolk Victim Care currently offers the DA Gateway – enhanced triaging for standard risk DA cases in Norfolk and Suffolk

Service Specification

The service specification for Norfolk and Suffolk Victim Care comprises three elements:

- Service Outcomes
- Delivery Model
- Performance, Quality and Outcome Framework.

Service Outcomes

The provider must deliver the Norfolk and Suffolk Victim Care service to achieve the following outcomes...

1. clients (and where applicable their families) are able to cope with and recover from the impact of their experiences
2. improved community/practitioner awareness of the Norfolk and Suffolk Victim Care and its purpose and service offer
3. provides an integrated victim assessment, support and referral system which meets the individual needs of every victim it serves, including when the victim is also a witness of crime
4. all victim assessment, support and referral services provided by Norfolk and Suffolk Victim Care are accessible to those with protected characteristics, by working directly with clients and/or where appropriate and beneficial, advocates and carers
5. provides a service which, as a minimum, meets the requirements defined by the Victims Code of Practice (VCOP) (note: updated code due out in 2019)
6. provides a system that will ensure that each and every victim, where contact is possible, will be made fully aware of the support the system can offer them, including that they can receive a full assessment of their needs and referral to the right support identified as able to help them cope, recover and thrive
7. delivers a single point of contact/case management approach that ensures that services provided directly and specialised services provided by third parties are managed according to a victim management plan which provides consistent contact with the victim
8. has in place systems to capture and report all service performance, quality and outcome measures, as set out in Appendix B
9. meets all service performance, quality and outcome measures (as set out in Appendix B) and reports against these to the respective PCC offices
10. integrates with and if necessary supports existing criminal justice agencies, services and processes including Norfolk & Suffolk Constabularies' Victim and Witness Care Unit, the Witness Service and Court processes for victim and witness management and support
11. operates during optimum delivery times for victims, according to their circumstances and individual needs (this can include out of office hours)
12. effective referral relationships exist between out of hours helplines (national or local) and Norfolk and Suffolk Victim Care

13. has adequate numbers of staff, with an appropriate range of skills and responsibilities, located in both counties to allow delivery of services to meet individual victim needs and ensure referral on to specialist services where appropriate
14. build and make best use of a group of volunteers, selected to match the demographic profile of the victim cohort, and also to closely align volunteer skill sets with needs of the service
15. utilises software systems, protocols and procedures that allow transfer of information, as appropriate and adequate for the operation of the service, including the police intelligence system Athena, which generates police referrals
16. works with/integrates with existing statutory, non-statutory and third sector services, for instance the Early Help Hubs in Norfolk or equivalent in Suffolk, mental health service providers and drugs and alcohol services, to enable all victim needs to be supported and met
17. makes best use of digital services, including websites, contact management systems, social media, web communications etc., to open new channels of communication with victims, best suited to their own individual needs
18. has its own unique brand identity, utilising existing branding and social media platforms, and develops new content
19. raises the profile and awareness of the service amongst professionals and the general public and increases self-referrals for support
20. has a culture of learning and innovation and implements best practice in the provision of services for victims of crime
21. has in place arrangements and maximisation of access to access specialist support for trauma related to their victimisation, through either referral arrangements with existing public sector providers or spot purchasing arrangements
22. acts as a single point of contact for support for victims in the event of a major criminal incident in Norfolk/and or Suffolk, working and being part of the existing Emergency Planning Arrangements in both counties in line with the national Major Incidents Framework
23. provides independent support and advocacy to the victim/ complainant in cases of police abuse of power
24. involves victims and survivors in the development and improvement of the Norfolk and Suffolk Victim Care service
25. supports all victims referred from out of area, based on the national inter-operability arrangements, including Action Fraud
26. promotion of the benefits and opportunities to participate in restorative justice (RJ) and makes referrals to the local RJ service provider

Commissioning Bodies

This service is being jointly commissioned by Norfolk Police and Crime Commissioner and Suffolk Police and Crime Commissioner.

The service model for Norfolk and Suffolk Victim Care

The service delivery model for Norfolk and Suffolk Victim Care is set out at Appendix A.

Quality and Performance Framework

The quality and performance framework for Norfolk and Suffolk Victim Care is set out at Appendix B.

The performance framework incorporates the MOJ outcome framework, which must be adopted and reported against as a condition of the contract. The framework is set out at Appendix C – tabs 2,3,5 and 6. The framework may be subject to change.

Who can apply?

Any organisation that can demonstrate they meet the required criteria and add value to the operation of the Norfolk and Suffolk Victim Care service.

How should I complete my application?

When submitting your application please keep things to the point, use plain English, explain your service delivery clearly, and attach service delivery plans/documents.

Do not use jargon. If using acronyms please explain what these are. When using links to websites or research data explain the relevance succinctly.

Will you accept applications from individuals?

No.

Will partnership bids be accepted?

Yes, however one partner will need to take the lead and administer the contract/funds on behalf of the partnership. All partners will need to be listed with their full company details and have in place governance and documentation as listed within the Application Check List. Each partnership will be reviewed on a case by case basis. Proof of partnership (partnership agreement) will be required (as per Application Check List)

Where a larger organisation applies we will encourage that it considers smaller organisations within the county to build capacity and exchange learning. Partnership applications can include costs for partnership development and capacity building.

We are a newly formed organisation/start up, can we apply for funding?

No, due to the complexity and the value of the contract this funding is not suitable for newly formed/start up organisations.

What are the stages of the application process?

- Stage 1 – Bidders are required to complete a full application by deadline date as laid out in the ‘Key Date’ section.
- Stage 2 – If required, you may be asked to present your proposal and/or answer additional clarification questions.

How are all applications and clarification questions being managed?

All correspondence including application and clarification questions will be managed through the Bluelight Procurement Website. <https://uk.eu-supply.com>

Will there be a Bidders Event?

No.

What are the key dates for this Fund?

ITEM	DATE
Stage 1 - Bidding opens	8 July 2019
Deadline for receipt of clarification questions	31 July 2019
Deadline for applications	15 August 2019
Stage 2 – If necessary - Applicants may be required to present their proposal and/or answer additional clarification questions	September 2019 – date to be confirmed
Decisions Announced	w/c 7 October 2019
Contracting Period	28 October 2019 – 8 November 2019
Mobilisation Period	11 November 2019 – 31 March 2020
Full Service to commence	1 April 2020

Will it be possible to have an extension on the deadline for bid submission?

No.

What is the value of the contract and contract period?

	AMOUNT
Maximum Value of Contract	£3.15m over a five year period (exclusive of CPI for years 4 and 5) + Set up/mobilisation costs for new providers only
Maximum budget per annum	£630,000
Contract Funding Periods	Mobilisation Period – 11 th November 2019 - 31 st March 2020 Service Period – 1 st April 2020 - 31 st March 2023 The initial contract will be for three years, with the option to extend by a further two years.

What is the breakdown per financial year of the contract?

Contract Service Delivery Costs	
Mobilisation costs (new providers only) 11 November 2019 - 31 st March 2020	£TBD
1 April 2020 – 31 March 2021	£630,000*
1 April 2021 – 31 March 2022	£630,000*
1 April 2022 – 31 March 2023	£630,000*
1 April 2023 – 31 March 2024	£630,000 + CPI*
1 April 2024 – 31 March 2025	£630,000 + CPI*

* Maximum per annum

Is there a maximum value for applications and how will it be split across the years?

Yes, there is a maximum amount of funding that can be applied for. The maximum amount that can be awarded is £3.15m (plus CPI for years 4 and 5 and mobilisation costs where applicable) for the period and is broken down as above. Mobilisation starts 11 November 2019 - 31 March 2020 and there is a budget set aside for new service providers only for mobilisation and set up costs from November 2019 - 31st March 2020. Applicants will need to put forward full costings as part of their bid for this purpose.

Organisations should consider what their organisation's capacity building needs are, inflation and impact of possible increase in demand for their service during the contracted period. You will need to include these related costs within your application.

Organisations should carefully review the demographic and geographic spread across the counties Norfolk and Suffolk.

<https://www.norfolkinsight.org.uk/population/>

<https://www.suffolkobservatory.info/population/>

This contract will be a three year contract. There will be an option to extend the contract for a further two periods of 12 months at the discretion of both PCCs and with the agreement of the Supplier.

Can we apply for retrospective funding or projects/services that have already started?

No.

Will a detailed budget be required showing revenue and capital items?

Yes. A template is attached for this purpose.

You will be required to:

- Provide a detailed breakdown of service costs, including salaries, management, back office or administrative costs – this budget will need to also state partners breakdown of costs (if applicable)
- Provide a detailed breakdown of capital items
- Demonstrate how any profits will be re-invested into continual development of the service and staff (if applicable)
- Demonstrate and provide assurances that your service takes into consideration minimum wage requirements
- Provide your accounting policies/procedures
- Provide an overheads and managements cost methodology –demonstrating proportionality
- Provide Medium Term Financial Plan (MTFP)
- Provide Cash flow projections
- Provide your accounting policies/procedures
- Provide your Cost Methodology –demonstrating proportionality for overheads and Managements costs
- Accommodate TUPE arrangements (see page 32)
- Show pricing exclusive of VAT; If a registered Charity, you will still need to be registered with HMRC where your VAT taxable annual turnover is in excess of £85,000. VAT is not normally charged for welfare services and applicants are advised to contact HMRC for advice on this and all aspects related to VAT.

**Do we need match funding and if so, does this need to be in place before I apply?
What additional financial evidence do I need to provide to support our application?**

Match funding is not required, but your organisation will be asked to demonstrate it is commercially viable, and technically capable to deliver this contract and manage a fund of this value.

What happens if my application is successful and I overspend or underspend?

As per the terms and conditions of the Contract.

Unless otherwise agreed through contract management...

‘overspends will be the responsibility of the applicant.

underspends will be required to be returned to the OPCCs.

What happens if our application is successful and I want to change how the budget is spent from my original application?

In all cases you will be required to send a formal request to the OPCCs of changes you require and an explanation why this is the case. This will be reviewed by the Chief Finance Officers, whose decision will be final.

Will I have to produce a programme/service time line/itinerary?

Yes, you will be required to produce a service delivery plan with time lines that you should attach to your application. We expect to see a ‘start up’/mobilisation’ phase of the service that should be detailed and reflected within your budget and programme.

What types of items/areas are not covered under the contract?

Below are examples; however this list is not exhaustive but includes services that:

- are already being funded by the OPCCs
- promote religion
- take place or benefit people outside of Norfolk/Suffolk
- provide medical treatment/care, research or feasibility studies
- provide bursaries, sponsored places, fees or equivalent
- are general appeals or endowment funds
- help with shortfalls or debt repayments
- require retrospective funding (i.e. work that has already taken place)
- have unspecified expenditure
- are events, adventure experiences, holiday schemes, funding of trips, one off events such as festivals, etc.
- do not provide direct services to clients/service users (such as umbrella organisations or other Grant Making organisations)
- are to replace services which are considered a statutory responsibility or statutory bodies
- are housing/accommodation projects

Can I speak to someone about my application, ask questions or clarify an item before I send my application?

Questions/clarification of the fund will **only** be answered through the Bluelight Procurement site and both question and answer will be published on this site. Clarification of questions will be time limited as stated within the time schedule above.

Will I receive an acknowledgement that my bid has been received?

Yes – all applications submitted by the deadline will receive an email acknowledgement. If you do not receive this or have any technical issues/problems uploading documentation to the Bluelight e-tendering portal, then it is important that you let the portal administrators know.

Their contact details are:-

uksupport@eu-supply.com

Tel: 0800 840 2050 during standard office hours (08:00 hrs to 17:00 hrs)

What supporting documentation will be considered?

Applications will be considered primarily on the basis of the information included within the application questions against criteria as well as documents that have been requested to support the application.

Applicants can attach additional relevant supporting documentation where they consider it appropriate to do so. Please do not send in DVD's, books, CD's, Memory Sticks etc.

Who should sign off my application?

All applications must be signed off by the person with the ultimate financial responsibility for your organisation – Chief Financial Officer, Treasurer or Finance Director. All documentation must be in the legal name of the recipient/organisation applying.

How do organisations submit their application?

Applications will only be accepted through the Bluelight e-tendering/e-quotation Website. <https://uk.eu-supply.com/login.asp?B=UK>

What governance documents are required for this Contract?

Applicants will be required to attach the following documents:

- a) A copy of the organisation's rules, constitution or other governing document that corresponds to the legal name of the organisation/recipient on the application form
- b) Proof of bank account in the organisation's name with two signatories
- c) A copy of the organisations most recent audited annual accounts
- d) Breakdown of budget for the service (for partnership bids you will be required to demonstrate each partners breakdown for the budget)
- e) Medium Term Financial Plan (MFTP)
- f) Cash flow breakdown
- g) Your accounting policies/procedures
- h) Cost Methodology – demonstrating proportionality for overheads and management costs
- i) Criminal Records Bureau (CRB) /Disclosure and Barring Service (DBS) - confirm that all people who have access to children or vulnerable people have appropriate clearance/vetting in place
- j) Child Protection/Safeguarding (see Section 11 of the Children Act 2004 and Norfolk/Suffolk Safeguarding Children Arrangements) and Vulnerable Persons Safeguarding Policy (see Norfolk Safeguarding Adult Board)
- k) Equal Opportunities Policy
- l) Management Information Policy or equivalent that sets out how the organisation complies with the Data Protection Act 2018 (including GDPR changes in law – May 2018)
- m) Health and Safety Policy
- n) Your organisation's insurance policies, including Employers Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and Volunteer Insurance. If you are not able to provide these and your application is successful, you will be required to have these in place and provide evidence prior to release of any funding
- o) If a partnership bid, Partnership Agreement, plus the above information denoted bullet points a-n of the check list for each partner (if appropriate)
- p) Service delivery plan with time lines including mobilisation period
- q) Communications and engagement strategy/plan including mobilisation

If you are unable to do this please inform us of the reasons why information has not been included.

How will the application process be managed and assessed?

All applications will be co-ordinated/managed through the Bluelight Procurement Website this includes clarification questions during clarification period. <https://uk.eu-supply.com>

The OPCCs reserve the right to award funding by intelligence led information and needs.

- **Stage 1 - Application Evaluation:** Will be carried out by both OPCCs Commissioning Teams, Joint Head – Criminal Justice Norfolk and Suffolk Constabularies, Joint Procurement Department representative.
- **Additional Scrutiny:** Will be provided by the Chief Finance Officers, CEOs and Police and Crime Commissioners for Norfolk and Suffolk.
- **Stage 2 - Interviews /Presentation of your Service** - Clarification Questions (if necessary)- Presentation panel will consist of appropriate members of the OPCCs, Norfolk/Suffolk Constabularies and subject matter experts.

The maximum score that can be achieved is 100% and it is expected that the organisation that achieves the highest combined score between quality and price will be awarded the contract and subject to the submission of satisfactory business plan/set of accounts and documents listed within the check list.

The evaluation panel shall consist of a minimum of three members, who will use their own knowledge experience and skill to score each application independently, prior to coming together to discuss variances within the scores or areas needing further clarification.

Where will the decisions of contract award be published?

Publication of the decision of the award will be through the Bluelight Procurement Website and the Office of the Police and Crime Commissioners Websites. Also the Official Journal to the European Union.

All applicants will be sent an email confirmation on the outcomes of their bid via the Bluelight Procurement Website.

If we are unsuccessful with our application will I be able to ascertain feedback?

If requested, feedback will be provided by anonymised individual scores awarded by the evaluation. This will be managed by the Procurement Department.

What happens if our organisation is awarded funding?

You will be formally notified through the Bluelight Procurement Website <https://uk.eu-supply.com> and the decisions will be published on the Office of the Police and Crime Commissioners' websites.

Following the announcement, the successful applicant will receive a Contract outlining information. A press release will also be drafted and agreed with the awardee in advance. The successful organisation should consider any elements that are commercially sensitive and will be required to be redacted. This must be agreed by both PCCs.

How and what frequency will the contract be monitored and evaluated by the OPCCs?

The OPCCs will monitor the use of funding and the delivery of the contract. The following will be required:

- Bi-monthly reports (6 per year)
- Bi-monthly contract meetings (6 per year) – frequency reviewed after one year
- Monthly budget breakdown/report
- Annual report

Attendance at PCC public accountability meetings may be required.

If the contract is a partnership arrangement then the lead partner will be responsible for collating all partners reporting within agreed timelines.

Are there any other types of reporting required?

Yes. Organisations will be provided with a copy of the 2019 Ministry of Justice Victims' Performance Framework and required to demonstrate how their systems/processes will support completion of this framework. This is subject to change in future years, based on MOJ requirements; and providers will be expected to respond to meet any new requirements.

You will be required to produce two reports per financial year of outcomes. Midterm reporting will include service outcomes for April-September with submission by mid-October and end of year reporting to incorporate April-March of each financial year. A template will be provided for this purpose.

You will be required to produce victim case studies, distance travelled by victims and hold and minute quarterly victim support groups that feedback about the service.

Will Contract Monitoring Reports or Final Reporting be published?

We will expect that learning from the service delivered will be a learning experience within the county and beyond to improve services for victims and witnesses of crime.

Findings/outcomes of the service will be disseminated by the OPCCs for use of partners, key stakeholders, communities or related organisations as part of this learning experience – this list is not exhaustive.

What happens if the applicant awarded the funding does not deliver the service within the contract?

As per terms and conditions of the contract, funding may be withdrawn and the service cancelled. You will be required to pay back funding, where appropriate.

When/how will payments be made?

Payments will be made in accordance with the contract terms and conditions which are normally three months in arrears pending the service delivering successful outcomes as stated within the terms and conditions of the contract. Payments may be prioritised according to the circumstances of the individual organisation and the Chief Finance Officers at the OPCCs will have the final decision on this.

Approved funding will be paid directly by BACS payment into the lead partner/applicants bank account.

AWARD CRITERIA

Panel members will score against the following criteria:-

The maximum score that can be achieved is 100% and it is expected that the organisation that achieves the highest score will be awarded the contract and subject to the submission of satisfactory business plan/set of accounts and documents listed within the check list. The evaluation panel shall consist of a minimum of three members, who will use their own knowledge experience and skill to score each application independently, prior to coming together to discuss variances within the scores or areas needing further clarification.

QUALITY: 70%

Quality sub criteria (out of 100)

1. Service delivery	40
2. Implementation Plan	0 (Not Scored)
3. Victim Assessment Methodology	10
4. Quality and Performance Standards	10
5. Partnership working/engagement	10
6. Staffing	10
7. Information Governance/Data Security	10
8. Budget/ value for money/existing funding arrangements	10

PRICE: 30%

The tenderer that submits the lowest price will be awarded the full 30% of the weighting, all other scores shall be pro rata. For example; a tendered price of £50,000 would score 30% compared to 15% for a tendered price of £100,000.

0 Points Does not meet Criteria	2 Points Meets Criteria partially	4 Points Meets Criteria	6 Points Meets Criteria with an example	8 Points Meets Criteria with several examples/ case studies	10 Points Exceeds Criteria -supported by endorsement
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1. SERVICE DELIVERY

Describe in detail how you propose to operate Norfolk and Suffolk Victim Care to meet the outcomes set out in pages 14-15, based on the delivery model set out in Appendix A. Please propose any amendments to the model in order to achieve the best possible outcomes for victims and maximise service efficiency.

(In no more than 6000 words) Maximum Score 10 (40 of total quality score)

2. IMPLEMENTATION PLAN

Provide a detailed implementation plan for the delivery of Norfolk and Suffolk Victim Care, including all costings.

(In no more than 2000 words + project management plan/timelines) – not scored

3. VICTIM ASSESSMENT METHODOLOGY

Please describe your approach to assessing the needs of victims of crime, setting out in detail your assessment methodology and providing relevant supporting documentation (not included in word count) – addressing directly outcomes 1, 3, 4 and 6.

(In no more than 1000 words) Maximum score 10

4. QUALITY AND PERFORMANCE STANDARDS

Please set out how you will monitor and report the quality and performance standards set out in Appendix B, including the methodologies, systems and processes you will use to collate, store and analyse the necessary data (both quantitative and qualitative) – addressing directly outcomes 8 and 9.

(In no more than 2000 words) Maximum score 10

5. PARTNERSHIP WORKING/ENGAGEMENT

How will you maximise the knowledge and awareness of Norfolk and Suffolk Victim care amongst both victims and practitioners supporting victims, for the three years of the contract and establish formal referral pathways in and out of the service. Please set out your digital strategy for supporting this – addressing directly outcomes 2, 10, 12, 16 and 17.

(In no more than 2000 words + engagement plan) Maximum score 10

6. STAFFING

Provide a breakdown of your proposed staffing structure to operate the service model, including a detailed structure/organigram, qualification and skill levels. Please explain your plans for full business continuity during times of staff absence and high demand for service – addressing directly outcomes 13 and 14.

(In no more than 1000 words + service organigram) Maximum score 10

7. INFORMATION GOVERNANCE/DATA SECURITY

Describe your organisations IT/Data security arrangements and set out the data sharing requirements for implementing the service and a plan to achieve these to ensure the service is fully operational on 1 April 2020.

(In no more than 2000 words) Maximum score 10

8. BUDGET/VALUE FOR MONEY/EXISTING FUNDING ARRANGEMENTS

Describe your organisation's proposal to ensure viability and value for money whilst delivering the service. You will be required to provide a detailed breakdown on how money is spent. A table has been provided for this purpose.

What added value can your organisation bring to this service?

Demonstrate how your application will support the Public Services Social Value Act that came into force on 31 January 2013.

Describe your accountancy policies and budget monitoring process and how this will ensure financial probity.

(In no more than 1000 words and attached funding arrangements) Maximum score 10

9. PRICE

Attach budget (template supplied) for the proposed funding period.

Maximum score 30% of the total score

Application Checklist

Please complete and return the essential documents below which will form part of your submission:

COMPANY DOCUMENTS

- A copy of your organisation's rules, constitution or other governing document
- Latest statement of audited/published accounts for your organisation
- Criminal Records Bureau (CRB)/Disclosure and Barring Service (DBS):
Please confirm that all people who have access to children and vulnerable adults have been cleared
- Insurance Policies:
 - Employer's Liability Insurance
 - Public Liability Insurance
 - Professional Indemnity Insurance
 - Insurance to cover volunteers

ORGANISATION POLICIES

- Equalities/Diversity Policy
- Child Protection/Safeguarding Policies
- Information Governance Policy or equivalent that sets out how the organisation complies with the Data Protection Act 2018 including the new rules on GDPR
- Health and Safety Policy

REQUIRED SUPPORTING DOCUMENTS

- For Partnership applications please attach formal/binding partnership agreement detailing accountability and governance
- Detailed budget breakdown **(please use template provided)**
- Medium Term Financial Plan (MTFP)
- Cash flow projections
- Your accounting policies/procedures
- Cost methodology – demonstrating proportionality for overheads and Managements costs
- Proposed service organigram – breakdown of roles
- Service delivery plan – including mobilisation
- Communications and engagement strategy/plan

OTHER DOCUMENTS ATTACHED TO THIS SPECIFICATION

- 2020 Service model – see page 91
- Performance, Quality & Outcomes Framework – see page 91
- MoJ Outcomes Framework see page 91
- Budget Template – see page 91

Some useful websites:

Applications put forward under this fund will need to support county and national policies/strategies, below are listed a variety of reference documents that may help although this list is not exhaustive and applicants should research.

Norfolk

Police and Crime Plan for Norfolk 2016-2020

<https://www.norfolk-pcc.gov.uk/documents/key-documents/police-and-crime-plan/PoliceAndCrimePlan.pdf>

Norfolk Safeguarding Children Board

<https://www.norfolkscb.org/about/policies-procedures/>

Norfolk Safeguarding Adults Board

<https://www.norfolksafeguardingadultsboard.info/professionals/policy-procedures-and-legislative-guidance/>

Suffolk

Police and Crime Plan for Suffolk 2017-2021

<https://suffolk-pcc.gov.uk/the-commissioner/police-crime-plan>

Suffolk Safeguarding Adults Board

<https://www.suffolkas.org/>

Suffolk Safeguarding Children's Board

<https://www.suffolkscb.org.uk/>

Norfolk and Suffolk

Home Office – Violence against women and girls (VAWG)

<https://www.gov.uk/government/publications/strategy-to-end-violence-against-women-and-girls-2016-to-2020>

Victim and Witnesses Code of Practice for Victims of Crime

<https://www.gov.uk/government/publications/the-code-of-practice-for-victims-of-crime>

This funding supports the Police and Crime Commissioner's core priorities to 'support victims of crime and reduce vulnerability' within Norfolk and obligations under the devolved Victims' Fund (as above)

EU Directive 2012/29/EU of the European Parliament and of the Council of 25 October 2012

<https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:315:0057:0073:EN:PDF>

The British Association for Counselling and Psychotherapy (<https://www.bacp.co.uk/about-us/about-bacp/>) which is the professional body for members of the counselling professions in the UK In line with guidance from the Crown Prosecution Service: Provision of Therapy for Vulnerable or Intimidated Adult Witnesses

<https://www.cps.gov.uk/legal-guidance/therapy-provision-therapy-vulnerable-or-intimidated-adult-witnesses>

TUPE - (Transfer of Undertakings (Protection of Employment) 2006:

Please find herewith TUPE information as supplied by the existing service provider Victim Support. Any clarification questions relating to this data should be addressed by contacting Victim Support directly.



TUPE Data.pdf

Vetting

VETTING OF SUCCESSFUL APPLICANTS EMPLOYEES

In line with Home Office guidance the Commissioner undertakes vetting of its service providers' staff, agents and secondary service providers having physical or remote access to police premises, information, intelligence, financial or operational assets to assess their honesty, reliability, integrity and overall suitability for clearance.

Non Police Personnel Vetting (NPPV) relates to the vetting of individuals other than Police Officers, Police Staff and members of the Special Constabulary who require access to police premises without constant supervision, and/or police information, corporate databases, data networks or hard copy material, either through direct or remote access. These include, but are not limited to Police and Crime Commissioner's staff depending on role, and a variety of Service Providers and volunteers, consultants, auditors and researchers.

If a non-police person declines or refuses to be vetted, their access to police assets will be restricted.

1. VETTING OF SUCCESSFUL APPLICANTS EMPLOYEES

- 2 In line with Home Office guidance the Commissioner undertakes vetting of its Contractors' staff, agents and Sub-contractors who have access to physical police assets / premises and / or police systems. Therefore new Contractors must have clearance prior to the contract start date.
- 3 A charge is levied by the Commissioner for the vetting procedures it has to undertake and payment will be required by Purchase Order or cheque with the submission of vetting forms. No refund of fees will be made in respect of personnel who fail the vetting process.
- 4 If a main contractor needs to engage agents and sub-contractors who will need to access the Commissioner's Premises / assets and / or information, it shall be the responsibility of that main contractor to forward those requests together with the payment. Sub-contractor managers will, however, be required to carry out ID verification checks, and sign off the same, in exactly the same way as a main contractor does for his personnel. It is the responsibility of the main contractor to recover, should he so wish, any such fees paid in respect of agents or sub-contractor personnel from those agents and sub-contractors whose personnel have been vetted.

1.22.5 It is the main contractor's responsibility to ensure their vetting is valid and in date. If it is not, the appropriate access will be denied.

1.22.6 The following vetting may be required:

1.22.7 NPPV1

Limited unescorted access to police premises with no access to classified material or systems.

Length of clearance: 3 years

Vetting process: up to 4 weeks (20 working days)

Fee: £40 per applicant

1.22.8 NPPV2 (Abbreviated)

Unescorted access to police premises, no access to systems. Access to Police material up to OFFICIAL- SENSITIVE

Length of clearance: 3 years

Vetting process: up to 5 weeks (25 working days)

Fee: £110 per applicant

1.22.9 NPPV2 (Full)

Unescorted access to police premises, unsupervised systems access, access to Police material up to OFFICIAL- SENSITIVE and occasional access to SECRET

Length of Clearance: 3 years

Vetting process: up to 6 weeks (30 working days)

Fee: £120 per applicant

1.22.10 NPPV3

Unescorted access to police premises, unsupervised systems access, access to classified Police material or information up to SECRET and occasional access to TOP SECRET

Length of clearance: 7 years (with a regular vetting appraisal, the cost of this being included in the original charge).

Vetting process: up to 8 weeks (40 working days)

Fee: NPPV3 £ - £160 per applicant

1.22.11 Any clearance requiring CTC or SC in addition to NPPV: +£30

1.22.12 Where additional National Security Vetting activity is also required, additional charges may be levied commensurate with the United Kingdom Security Vetting (UKSV) Product Catalogue.

1.22.13 The renewal of a vetting clearance during the contract term is the same as an initial application. Therefore, the process and charges are the same as if upon initial application.

1.22.14 Vetting Clearance from one of the seven forces listed below is transferable within the other six forces provided that the required level of clearance is exactly the same. Where a higher level is required then fees above will apply.

Bedfordshire Police
Cambridgeshire Constabulary
Essex Police
Hertfordshire Constabulary
Kent Police
Norfolk Constabulary
Suffolk Constabulary

All application forms should be submitted to the Joint Norfolk & Suffolk Vetting Unit as follows:-

By e-mail vetting@norfolk.pnn.police.uk

By post: Joint Norfolk & Suffolk Vetting Unit
Professional Standards Department
Norfolk Constabulary, Building 9,
Jubilee House
Falconers Chase
WYMONDHAM
Norfolk NR18 0WW

THE POLICE AND CRIME COMMISSIONERS FOR NORFOLK AND SUFFOLK

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF SERVICES

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- 73 Management of Risk
- 74 Environmental Procurement
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- 76 TUPE (The Transfer of Undertakings (Protection of Employment) Regulations 2006

PART 1- GENERAL PROVISIONS

1 Definitions and Interpretations

1.1 In the Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

“Agreement” or “Contract” means this agreement between the Commissioners and the Contractor consisting of these clauses and any attached Schedules, the Invitation to Tender and any other documents (or parts thereof) specified by the Commissioners.

“Approval” and “Approved” means the written consent of the Contract Manager or other such person as nominated by the Commissioners.

“Commissioner” means the Suffolk Police and Crime Commissioner and also the Police and Crime Commissioner for Norfolk or any successor organisation responsible for the tendering, award and overall management (including the issue of any variations and modifications to Contract) of the Contract on behalf of other Police and Crime Commissioners and Chief Constables who are not signatories to but are beneficiaries of this Contract.

The Commissioners for Norfolk and Suffolk have joint and several liability within these terms and any resulting contract.

“Commissioner Property” means any property, other than real property, issued or made available to the Contractor by the Commissioner in connection with the Agreement

“Commencement Date” means the date agreed by the Commissioner and the Contractor to start any works that are required to perform the Contractor’s obligations under the Contract.

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

- (a) which is provided by the Contractor to the Commissioner in confidence for the period set out in that Schedule; and/or
- (b) that constitutes a trade secret.

“Commercially Sensitive Information Schedule” means the Schedule containing a list of the Commercially Sensitive Information.

“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 General Data Protection Regulation and/or the Data Protection Act 2018 and the Commercially Sensitive Information.

“Contract Manager” means the person for the time being appointed by the Commissioners as being authorised to administer the Agreement on behalf of the Commissioners or such person as may be nominated by the Contract Manager to act on its behalf.

“Contract Period” means the period from the Commencement Date to the expiry date or such earlier date of termination or partial termination of the agreement in accordance with clause 2.1 of the Agreement

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

“Contractor” means the person, firm or company with whom the Commissioners enter into this Contract including Contractor’s sub-contractor, personal representatives, successors and permitted assigns.

“Contractor Personnel” means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Contract.

“Contractor’s Representative” means the individual authorised to act on behalf of the Contractor for the purposes of the Agreement.

“Default” means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.

“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.

“Environmental Information Regulations” means the Environmental Information Regulations 2004.

“Extension” means the extension of the duration of the Agreement agreed in accordance with clause 48.

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

“General Change in Law” means a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Services.

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

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other

similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Invitation to Tender” means an invitation for Contractors to bid for the Services required by the Commissioners.

“Key Personnel” means those persons named in the Specification as being key personnel.

“Law” 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 Contractor is bound to comply.

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

“Month” means calendar month.

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

“Premises” means the location where the Services are to be performed, as specified in the Specification.

“Price” means the price exclusive of any applicable Tax, payable to the Contractor by the Commissioners 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 24.

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

“Prohibited Act” means any of the following:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Commissioners or other Contracting Authority or any other public body a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) committing any offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act)
 - ii) under legislation or common law concerning fraudulent acts; or
 - iii) defrauding, attempting to defraud or conspiring to defraud the Commissioners; or
 - iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

“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.

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

“Replacement Contractor” means any third party Contractor appointed by the Commissioners from time to time, to provide any services which are substantially similar to any of the Services, and which the Commissioners receive in substitution for any of the Services following the expiry, termination or partial termination of the Agreement, whether those services are provided by the Commissioners internally and/or by any third party.

“Requests for Information” shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations.

“Schedule” means a schedule attached to the Agreement.

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

“Specification” means the description of the Services to be provided under the Agreement and attached as the Specification Schedule.

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

“Specific Change in Law” means a change in Law which comes into effect after the Commencement Date that relates specifically to the business of the Commissioners, and which would not affect a comparable supply of services of the same or a similar nature to the supply of the Services.

“Staff” means all persons employed by the Contractor to perform the Agreement together with the Contractor’s servants, agents and sub-contractors used in the performance of the Agreement.

“Tax” means value added tax.

“Tender” means the Contractor’s response to the Invitation to Tender.

“Term” means the period of duration of the Agreement in accordance with clause 2.1.

“Users” means a reasonably representative sample of those users who consume or benefit from the Services.

“Variation” has the meaning given to it in 43.1.

“Vetting Unit” means the Joint Norfolk and Suffolk Vetting Unit.

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

- 1.2 In the Agreement except where the context otherwise requires:
- (a) the terms and expressions set out in clause 1.1 shall have the meanings ascribed therein;
 - (b) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - (c) words importing the masculine include the feminine and the neuter;
 - (d) reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - (e) 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;
 - (f) 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;
 - (g) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
 - (h) headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.
 - (i) references to any indemnity given by the Contractor to the Commissioner shall be construed as also being given to other Police and Crime Commissioners and Chief Constables who are not signatories to but are beneficiaries of this Contract.

2 Term

- 2.1 The Agreement shall take effect on the Commencement Date and shall continue for a duration of three years and expire automatically on the date specified in the Agreement, unless it is otherwise terminated in accordance with the Agreement, or otherwise lawfully terminated.
- 2.2 The Commissioners may seek to extend the duration of the Agreement in accordance with clause 48. During the Extension, the obligations under the Agreement shall continue (subject to any Variation) until the expiry of the period specified in accordance with clause 48.

3 Contractor’s Status (Principal)

- 3.1 In carrying out the Services the Contractor shall be acting as principal and not as the agent of the Commissioners.
- 3.2 Accordingly:
- (a) the Contractor shall not (and shall procure that the Staff do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Commissioners; and
 - (b) nothing in the Agreement shall impose any liability on the Commissioners 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 Commissioners to the Contractor that may

arise by virtue of either a breach of the Agreement or by negligence on the part of the Commissioners, the Commissioners employees, servants or agents.

4 Commissioners Obligations

The obligations of the Commissioners under the Agreement are obligations of the Commissioners in their capacity as a contracting counterparties and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Commissioners in any other capacity, nor shall the exercise by the Commissioners of their duties and powers in any other capacity lead to any liability under the Agreement (howsoever arising) on the part of the Commissioners to the Contractor.

5 Entire Agreement

5.1 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.

5.2 In the event of and only to the extent of any conflict between the body of the Agreement, Specification, Invitation to Tender, Contractor's Tender and other documents referred to or attached to the Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the body of the Agreement shall prevail over;
- (b) the Schedules;
- (c) the Invitation to Tender;
- (d) the Contractor's Tender
- (e) any other document referred to in the Agreement.

Unless expressly agreed, a document varied pursuant to clause 43 shall not take higher precedence than specified here.

5.3 The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

6 Scope of Agreement

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

7 Notices

7.1 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.

7.2 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. Such notices or communications shall be

addressed to the other Party in the manner referred to in clause 7.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or four 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.

7.3 For the purposes of clause 7.2, the address of each Party shall be:

(a) For the Suffolk Police and Crime Commissioner:
The Joint Procurement Unit
Suffolk Constabulary Headquarters
Martlesham Heath
Ipswich
IP5 3QS
For the attention of: Elisabeth Hollingworth, Head of Commissioning & Governance
Tel: +44 (0) 1473 613888 ext 4690
Email: Elisabeth.Hollingworth@suffolk.pnn.police.uk

(b) For the Office of the Police and Crime Commissioner for Norfolk:
The Joint Procurement Unit, Room 1.1.3
OCC, Jubilee House,
Falconers Chase,
Wymondham,
Norfolk.
NR18 0WW
For the attention of: Dr. Gavin Thompson, Director Policy & Commissioning
Tel: +44 (0) 1953 425681
Email: Gavin.Thompson@norfolk.pnn.police.uk

(c) For the Contractor:
To be confirmed at time of contract award.

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

8 Mistakes in Information

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

9 Conflicts of Interest

9.1 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 Commissioners there are 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 Commissioner under the provisions of the Agreement. The Contractor will disclose to the Commissioners full particulars of any such conflict of interest, which may arise.

- 9.2 The provisions of this clause shall apply during the continuance of the Agreement and two years after its termination or expiry.

10 Fraud

The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent any fraudulent activity by the Staff, the Contractor (including its shareholders, members, directors) and/or any of the Contractor's suppliers, in connection with the receipt of monies from the Commissioners. The Contractor shall notify the Commissioners immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

PART 2- THE PROVISION OF THE SERVICES

11 The Services

- 11.1 The Contractor shall provide the Services during the Term in accordance with the Commissioners' requirements as set out in the Specification/Model and the terms of the Agreement. The Commissioners shall have the power to inspect and examine the performance of the Services at the Commissioners Premises at any reasonable time or, provided that the Commissioners give reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.
- 11.2 The Contractor shall at all times deliver the Services in accordance with the Law.
- 11.3 If the Commissioners inform the Contractor that the Commissioners considers that any part of the Services do not meet the requirements of the Agreement or differ in any way from those requirements, and this is other than as a result of default or negligence on the part of the Commissioners, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Commissioners.
- 11.4 Subject to the Commissioners providing Approval in accordance with clause 12.2, timely provision of the Services shall be of the essence of the Agreement, including in relation to commencing the provision of the Services within the time agreed or on a specified date.
- 11.5 Without prejudice to any other rights and remedies the Commissioners may have pursuant to the Agreement, the Contractor shall reimburse the Commissioners for all reasonable costs incurred by the Commissioners which have arisen as a consequence of the Contractor's delay in the performance of its obligations under the Agreement and which delay the Contractor has failed to remedy following reasonable notice from the Commissioners. For the avoidance of doubt, the Contractor's obligation to reimburse the Commissioners under this clause does not arise to the extent that the delay was caused by a delay or failure by the Commissioners to provide Approval under clause 12.2.

12 Manner of Carrying Out the Services

- 12.1 The Contractor shall provide all the Equipment necessary for the provision of the Services.
- 12.2 The Contractor shall make no delivery of Equipment nor commence any work on the Commissioners Premises without obtaining the Commissioners' prior Approval.
- 12.3 All Equipment brought onto the Commissioners' Premises shall be at the Contractor's own risk. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Commissioners' Premises will remain the property of the Contractor.
- 12.4 The Contractor shall maintain all items of Equipment within the Commissioners' Premises in a safe, serviceable and clean condition.
- 12.5 All Equipment shall be at the risk of the Contractor and the Commissioners 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 Commissioners.
- 12.6 The Commissioners shall have the power at any time during the performance of the Services to order in writing that the Contractor:
- (a) remove from the Commissioners' Premises any Equipment which in the opinion of the Commissioner is either hazardous, noxious or not in accordance with the Agreement; and
 - (b) if the Commissioner has ordered the Contractor to remove any item of Equipment in accordance with clause 12.6 (a) above, to replace such item with a suitable substitute item of Equipment.
- 12.7 On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to provide the services in order to leave the Commissioners' Premises in a clean, safe and tidy condition. For the avoidance of doubt the Contractor is solely responsible for making good any damage to the Commissioners Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of the Contractor's employees, servants, agents, suppliers or sub-contractors.
- 12.8 Access to the Commissioners' Premises shall not be exclusive to the Contractor but shall be limited to such Staff and the Contractor's suppliers as are necessary to perform of the Services concurrently with the execution of work by others. The Contractor shall co-operate free of charge with such others on the Commissioners' Premises as the Commissioner may reasonably require.

13 Standard of Work

- 13.1 The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent the standard of Services has not been specified in the Agreement, the Contractor shall agree the relevant standard of Services with the Contract Manager prior to execution,

and shall execute the Agreement with reasonable care and skill and in accordance with good industry practice.

- 13.2 The introduction of new methods or systems which impinge on the provision of the Services shall be subject to prior Approval.
- 13.3 The signing by the Contract Manager (or his representative) of time sheets or other similar documents shall not be construed as implying the Contractor's compliance with the Agreement.

14 Key Personnel

- 14.1 Key Personnel shall not be released from providing the Services without the agreement of the Commissioner, except by reason of long-term sickness, termination of employment and other extenuating circumstances.
- 14.2 Any replacements to the Key Personnel shall be subject to the agreement of the Commissioners. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 14.3 The Commissioners shall not unreasonably withhold its agreement under clause 14.1 or clause 14.2. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.

15 Not Used

16 Inspection of Premises

- 16.1 Save as the Commissioners may otherwise direct, the Contractor is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Agreement to be carried out and be satisfied in relation to all matters connected with the performance of the Agreement.
- 16.2 The Commissioners shall, at the request of the Contractor, grant such access as may be reasonable for the purpose referred to in clause 16.1.

17 Licence to occupy the Commissioners Premises

- 17.1 Any land or Premises (including temporary buildings) made available to the Contractor by the Commissioners in connection with the Agreement, shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Agreement. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Agreement in accordance with Clause 59.
- 17.2 The Contractor shall not use the Commissioners' Premises for any purpose or activity other than the provision of the Services.

- 17.3 Should the Contractor require modifications to the Commissioners' Premises, such modifications shall be subject to prior Approval and shall be carried out by the Commissioners at the Contractors' expense. The Commissioners shall undertake Approved modification work without undue delay. Ownership of such modifications shall rest with the Commissioners.
- 17.4 The Contractor shall (and shall ensure that their employees, servants, agents, suppliers or sub-contractors) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Commissioners and the Contractor shall pay for the cost of making good any damage caused by the Contractor, his employees, servants, agents, suppliers or sub-contractors other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 17.5 The Parties agree that there is no intention on the part of the Commissioners to create a tenancy of whatsoever nature in favour of the Contractor or its employees, servants, agents, suppliers or sub-contractors and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Agreement, the Commissioners retain the right at any time to use in any manner the Commissioners see fit any premises owned or occupied by it.

18 Commissioners' Property

- 18.1 Where the Commissioners for the purpose of the Agreement issues Commissioners' Property free of charge to the Contractor such property shall be and remain the property of the Commissioners. The Contractor shall not in any circumstances have a lien on the Commissioners Property and the Contractor shall take all reasonable steps to ensure that the title of the Commissioners to such Commissioners Property and the exclusion of any such lien are brought to the notice of all sub-contractors and other persons dealing with the Agreement.
- 18.2 Any Commissioners' Property made available or otherwise received by the Contractor shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Commissioners otherwise within 5 Working Days of receipt.
- 18.3 The Contractor shall maintain all Commissioners' Property in good order and condition, excluding fair wear and tear, and shall use Commissioners Property solely in connection with the Agreement and for no other purpose without prior Approval.
- 18.4 The Contractor shall notify the Contract Manager of any surplus Commissioners' Property remaining after the expiry, termination and/or partial termination (as appropriate) of the Agreement and shall dispose of it as the Commissioners may direct. Waste of such Commissioners Property arising from bad workmanship or negligence of the Contractor or any of the Contractor's employees, servants, agents, suppliers or sub-contractors shall be made good at the Contractor's expense. Without prejudice to any other rights of the Commissioners, the Contractor shall deliver up the Commissioners' Property whether processed or not to the Commissioners on demand.

- 18.5 The Contractor shall ensure the security of all of the Commissioners' Property, whilst in the Contractor's possession, either on its premises or elsewhere during the performance of the Agreement, in accordance with the Commissioners reasonable security requirements as required from time to time.
- 18.6 The Contractor shall be liable for any and all loss of or damage (excluding fair wear and tear) to any of the Commissioners' Property, unless the Contractor is able to demonstrate that such loss or damage was caused by the negligence or default of the Commissioners. 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 Commissioners. The Contractor shall inform the Contract Manager within two Working Days of becoming aware of any defects appearing in or losses or damage occurring to the Commissioners' Property made available for the purposes of the Agreement.

19 Sub-Contracting for the Delivery of the Services

Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing the Agreement, it shall cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid and undisputed invoice, as defined by the sub-contract requirements. This condition shall apply to any further sub-contracting throughout the supply chain.

20 Offers of Employment

For the duration of the Agreement and for a period of 12 months thereafter, the Contractor shall not employ or offer employment to any of the Commissioners staff who have been associated with the procurement and/or the contract management of the Services without the Commissioners prior Approval.

PART 3- PAYMENT AND PRICE

21 Price

- 21.1 In consideration of the performance of the Contractor's obligations under the Agreement by the Contractor, the Commissioners shall pay the Price in accordance with clause 22.
- 21.2 In the event that the cost to the Contractor of performing its obligations under the Agreement increases or decreases as a result of a change of Law, the provisions of clause 26 shall apply.
- 21.3 The Commissioners shall pay the Contractor, on the production of a valid Tax invoice, in addition to the Price, a sum equal to the Tax chargeable on the value of the Services provided in accordance with the Agreement.

22 Payment and Tax

- 22.1 The Commissioners shall pay the undisputed sums due to the Contractor in cleared funds within 30 days of receipt of a correctly submitted and undisputed invoice, submitted monthly in arrears, for work completed to the satisfaction of the Commissioners.
- 22.2 Each invoice shall contain all appropriate references and a detailed breakdown of the Services and shall be supported by any other documentation reasonably required by the Contract Manager to substantiate the invoice.
- 22.3 Tax, where applicable, shall be shown separately on valid Tax invoices as a strictly net extra charge.
- 22.4 The Commissioners may reduce payment in respect of any Services which the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Commissioners.
- 22.5 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement under clause 54.3 for failure to pay undisputed charges.

23 Recovery of Sums Due

- 23.1 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 Commissioners in respect of any breach of the Agreement), the Commissioners 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 Commissioners.
- 23.2 Any overpayment by the Commissioners to the Contractor, whether of the Price or of Tax, shall be a sum of money recoverable by the Commissioners from the Contractor.
- 23.3 The Contractor shall make any payments due to the Commissioners 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 Commissioners to the Contractor.

24 Price Adjustment on Extension

When applicable, price adjustment on extension will be covered in the special terms and conditions of contract.

25 Euro

- 25.1 Any legislative requirement to account for the services in euro, (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Contractor at nil charge to the Commissioners.
- 25.2 The Commissioners shall provide all reasonable assistance to facilitate compliance by the Contractor under clause 25.1.

26 Change of Law

- 26.1 The Contractor shall neither be relieved of its obligations to perform the Services in accordance with the terms of the Agreement nor be entitled to an increase in the Price and/or any charges payable by the Contractor as the result of:
- (a) a General Change in Law; or
 - (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Commencement Date whether by publication of a Bill, as part of a Government Departmental Consultation paper, a draft Statutory Instrument, a proposal in the Official Journal of the European Union or otherwise.
- 26.2 If a Specific Change in Law occurs or will occur during the Contract Period (other than those referred to in clause 26.1) or during any extension agreed pursuant to clause 24, the Contractor shall notify the Commissioner of the likely effects of that change, including:
- (a) whether any change is required to the Services, the Contract Price or the Agreement; and
 - (b) whether any relief from compliance with the Contractor's obligations is required, including any obligation to achieve any milestones or to meet any service level requirements at any time.
- 26.3 As soon as practicable after any notification in accordance with clause 26.2 the Parties shall discuss and agree the matters referred to in that clause and any ways in which the Contractor can mitigate the effect of the Specific Change of Law, including:
- (a) providing evidence that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its subcontractors;
 - (b) demonstrating that a foreseeable Specific Change in Law had been taken into account by the Contractor before it occurred;
 - (c) giving evidence as to how the Specific Change in Law has affected the cost of providing the Services; and
 - (d) demonstrating that any expenditure that has been avoided has been taken into account in amending the Contract Price.
- 26.4 Any increase in the Contract Price or relief from the Contractor's obligations agreed by the Parties pursuant to this clause 26 shall be implemented in accordance with clause 43.

PART 4- STATUTORY OBLIGATIONS, CODES OF PRACTICE AND REGULATIONS

27 Prevention of Fraud and Bribery

- 27.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Contractor Personnel, have at any time prior to the Contract Commencement Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

27.2 The Contractor shall not during the Call-Off Contract Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Commissioners or any of the Commissioners employees, consultants, contractors, Sub-Contractors or agents to contravene or otherwise incur any liability in relation to all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

27.3 The Contractor shall during the Contract Period:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010 and prevent the occurrence of a Prohibited Act;
- (b) keep appropriate records of its compliance with its obligations under Clause 35.3(a) and make such records available to the Commissioners on request;
- (c) if so required by the Commissioners, within 20 Working Days of the Contract Commencement Date, and annually thereafter, certify to the Commissioners in writing of the Contractor and all persons associated with it or its Sub-Contractors or other persons who are supplying the Goods and Services in connection with this Contract. The Contractor shall provide such supporting evidence of compliance as the Commissioners may reasonably request; and,
- (d) have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Commissioners on request) to prevent it and any Contractor Personnel or any person acting on the Contractor's behalf from committing a Prohibited Act.

27.4 The Contractor shall immediately notify the Commissioners in writing if it becomes aware of any breach of Clause 35.1, or has reason to believe that it has or any of the Supplier Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

27.5 If the Contractor makes a notification to the Commissioners pursuant to Clause 27.4, the Contractor shall respond promptly to the Commissioners enquiries, co-operate with any

investigation, and allow the Commissioners to audit any books, records and/or any other relevant documentation.

- 27.6 If the Contractor breaches Clauses 27.2 and / or 27.3, the Commissioners may by notice:
- (a) require the Contractor to remove from performance of this Contract any Contractor Personnel whose acts or omissions have caused the Contractor's breach; or,
 - (b) immediately terminate this Call-Off Contract for material Default.
- 27.7 Any notice served by the Commissioners under Clause 35.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Commissioners believes has committed the Prohibited Act and the action that the Commissioners has elected to take (including, where relevant, the date on which this Contract shall terminate).

28 Equality and Diversity

- 28.1 The Contractor shall:
- (a) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Commissioners' equality and diversity policies as provided to the Consultant from time to time; and
 - (iii) any other requirements and instructions which the Commissioners reasonably impose in connection with any equality obligations imposed on the Commissioners at any time under applicable equality Law; and,
 - (b) take all necessary steps, and inform the Commissioners of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- 28.2 The Contractor shall take all reasonable steps to secure the observance of clause 28.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

29 The Contracts (Rights of Third Parties) Act 1999

No person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Commissioners or the Contractor) shall 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 the clause 29. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

30 Environmental Requirements

The Contractor shall, when working on the Commissioners' Premises, perform the Agreement in accordance with the Commissioners 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.

31 Health and Safety

- 31.1 The Contractor shall promptly notify the Commissioners of any health and safety hazards which may arise in connection with the performance of the Agreement. The Commissioner shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Commissioners' Premises and which may affect the Contractor in the performance of the Agreement.
- 31.2 While on the Commissioners' Premises, the Contractors shall comply with any health and safety measures implemented by the Commissioners in respect of Staff and other persons working on those Premises.
- 31.3 The Contractor shall notify the Commissioners immediately in the event of any incident occurring in the performance of the Agreement on the Commissioners Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 31.4 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.
- 31.6 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Commissioners on request.

32 Not Used

PART 5- PROTECTION OF INFORMATION

33 Data Protection Legislation

"Data Protection Legislation" means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

"DPA 2018" means the Data Protection Act 2018.

"GDPR" means the General Data Protection Regulation (*Regulation (EU) 2016/679*)

"LED" means Law Enforcement Directive (*Directive (EU) 2016/680*)

"Controller", "Processor", "Personal Data", "Data Subject", "Processing", "Restriction of Processing", "Pseudonymisation", "Filing System", "Recipient", "Third Party", "Consent", "Personal Data Breach", "Genetic Data", "Biometric Data" and "Data Concerning Health" have the same meaning as Article 4 of GDPR, Part 1: Section 3 and/or Part 7: Section 196 of the DPA 2018.

Special Categories of Personal Data has the same meaning as in Article 9 of GDPR.

Criminal Conviction and Offence Data has the same meaning as in Article 10 of GDPR

“Data Protection Officer” has the same meaning as in Article 37 and 39 of GDPR.

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

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

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

“Sub-processor” means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract. The Processor can only engage a sub-processor with the written authorisation of the Controller (Article 28:2 of GDPR) and under a written contract.

- 33.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Chief Constable(s) of Norfolk Constabulary and Suffolk Constabulary are the Controllers of their respective data (that are transferred to the Victim Care Service) and the Contractor is the Processor. The only processing of Norfolk Constabulary and Suffolk Constabulary data that the Contractor is authorised to do is listed in the Specification by the Commissioners and may not be determined by the Contractor.
- 33.2 The Contractor shall notify the Commissioner immediately if it considers that any of the Commissioners instructions infringe the Data Protection Legislation.
- 33.3 The Contractor shall provide all reasonable assistance to the Commissioners in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Commissioners, 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 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 33.4 The Contractor shall, in relation to any Personal Data processed in connection with its

obligations under this Agreement:

- (a) process that Personal Data only in accordance with the Service being performed, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Commissioners before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Commissioner as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Contractors Personnel do not process Personal Data except in accordance with this Contract and delivery of the service.
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Commissioner or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Commissioner has been obtained and the following conditions are fulfilled:
 - (i) the Commissioners or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of GDPR or Part 3: Section 75 of DPA 2018) as determined by the Commissioner;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the 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 Commissioners in meeting their obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Commissioners with respect to the processing of the Personal Data;
- (e) at the written direction of the Commissioners, delete or return Personal Data (and any copies of it) to the Commissioners on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

33.5 Subject to clause 33.6, the Contractor shall notify the Commissioners 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.
- 33.6 The Contractor's obligation to notify under clause 33.5 shall include the provision of further information to the Commissioner in phases, as details become available.
- 33.7 Taking into account the nature of the processing, the Contractor shall provide the Commissioners with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 33.5 (and insofar as possible within the timescales reasonably required by the Commissioners) including by promptly providing:
- (a) the Commissioners with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Commissioners to enable the Commissioners to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Commissioners, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Commissioners following any Data Loss Event;
 - (e) assistance as requested by the Commissioners with respect to any request from the Information Commissioners Office, or any consultation by the Commissioners with the Information Commissioner's Office.
- 33.8 The Contractor 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 Commissioners determine that the processing is not occasional;
 - (b) the Commissioners determine 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 Commissioners determine that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 33.9 The Contractor shall allow for audits of its Data Processing activity by the Commissioners or the Commissioners designated auditor.
- 33.10 The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 33.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor shall:
- (a) notify the Commissioners in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Commissioners;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 33 such that they apply to the Sub-processor; and
 - (d) provide the Commissioners with such information regarding the Sub-processor as the Commissioners may reasonably require.
- 33.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

33.13 The Commissioners 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).

33.14 The Parties agree to take account of any guidance issued by the Information Commissioners Office. The Commissioners may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioners Office.

34 Confidentiality

34.1 Each Party:-

- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- (b) 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.

34.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Commissioners under or in connection with the Agreement:

- (a) 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;
- (b) 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.

34.3 Where it is considered necessary in the opinion of the Commissioners, the Contractor shall ensure that Staff or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Agreement.

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

34.5 The provisions of clauses 34.1 to 34.4 shall not apply to any Confidential Information received by one Party from the other:

- (a) which is or becomes public knowledge (otherwise than by breach of this clause);
- (b) which was in the possession of the receiving Party and can be demonstrated, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

- (d) is independently developed without access to the Confidential Information; or
- (e) 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 FOIA or the Environmental Information Regulations pursuant to clause 35.

34.6 Nothing in this clause shall prevent the Commissioners:

- (a) disclosing any Confidential Information for the purpose of:
 - (i) the examination and certification of the Commissioners' accounts; or
 - (ii) any examination pursuant to Sections 44 and 46 of the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Commissioners have used their resources; or
- (b) disclosing any Confidential Information obtained from the Contractor:
 - (i) to any government department or any other Contracting Authority. All government departments or 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
 - (ii) to any person engaged in providing any services to the Commissioners for any purpose relating to or ancillary to the Agreement;

provided that in disclosing information under sub-paragraph (b) the Commissioners disclose 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.

34.7 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.

35 Freedom of Information

35.1 The Commissioners are a public authority to which the FOIA applies. The Commissioners are obliged to consider written requests for information from members of the public and must disclose the requested information unless an exemption is available under the Act. In response to a request for information (including information provided by the Contractor in the course of this tendering exercise), the Commissioners may be required to confirm or deny it holds information to the applicant.

35.2 The Commissioners will generally make the following information available on request:-

- (a) the names of successful bidder(s);
- (b) the duration of the contract; and
- (c) the goods or services supplied.

- 35.3 The Commissioners must respond to requests for information by the 20th working day after the request is received and, whilst the Commissioners may consult with the Contractor (but will not necessarily do so) about specific requests, any such consultation will have to be completed within a very short timescale. Accordingly, the Contractor must consider whether any of the information supplied by the Contractor (or relating to the Contractor) in this tendering exercise falls within one or more of the exemptions contained in Part II of the FOIA. If the Contractor does consider any such exemption to exist, then this shall be set out in detail, at the earliest opportunity (preferably when providing the information), the particular information to which any exemption applies and the specific grounds for contending that the exemption exists.
- 35.4 The Contractor shall provide the Commissioners with all reasonable assistance and co-operation to enable it to comply with any requests for information received under the FOIA within the prescribed time limits.
- 35.5 The Contractor shall take any necessary legal advice in relation to the operation of the FOIA at the earliest opportunity.
- 35.6 No liability shall arise on the part of the Commissioners in respect of the disclosure of any information by it in proper compliance with the FOIA.
- 35.7 The Contractor acknowledges that the Commissioners are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Commissioners (at the Contractor's expense) to enable the Commissioners to comply with these Information disclosure requirements.
- 35.8 The Contractor shall and shall procure that its sub-contractors shall:
- (a) transfer the Request for Information to the Commissioners as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
 - (b) provide the Commissioners with a copy of all Information in its possession or power in the form that the Commissioners require within five Working Days (or such other period as the Commissioner may specify) of the Commissioners requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the Commissioners to enable them 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.
- 35.9 The Commissioners shall be responsible for determining at their absolute discretion whether the Commercially Sensitive Information and/or any other Information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
 - (b) 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 Commissioners.
- 35.10 The Contractor acknowledges that the Commissioners may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA, be obliged under the FOIA or the Environmental Information Regulations to disclose Information:-
- (a) without consulting with the Contractor, or

(b) following consultation with the Contractor and having taken its views into account.

35.11 The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Commissioners to inspect such records as requested from time to time.

35.12 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Commissioners may nevertheless be obliged to disclose Confidential Information in accordance with Clause 35.10.

36. Security of Confidential Information

36.1 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 Commissioners. Where necessary to prevent such access, the Commissioners may require the Contractor to alter any security systems at any time during the Contract Period at the Contractor's expense.

36.2 The Contractor will immediately notify the Commissioners 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 34. The Contractor will co-operate with the Commissioners in any investigation that the Commissioners consider necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

37. Publicity, Media and Official Enquiries

37.1 Without prejudice to the Commissioners obligations under the FOIA, neither Party shall make any press announcements or publicise the Agreement or any part thereof in any way, except with the written consent of the other Party.

37.2 Both Parties shall take all reasonable steps to ensure the observance of the provisions of clause 37.1 by all their servants, employees, agents, professional advisors and consultants. The Contractor shall take all reasonable steps to ensure the observance of the provisions of clause 37.1 by its sub-contractors.

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

38. Security

38.1 The Commissioners shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Contractor shall comply with all reasonable security requirements of the Commissioners while on the Premises, and shall procure that all of its employees, agents, servants and sub-contractors shall likewise comply with such requirements.

38.2 The Commissioners shall provide the Contractor upon request copies of any written security procedures and shall afford the Contractor upon request with an opportunity to inspect its physical security arrangements.

39 Intellectual Property Rights

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

- (a) furnished to or made available to the Contractor by the Commissioners shall remain the property of the Commissioners;
- (b) prepared by or for the Contractor for use, or intended use, in relation to the performance of the Agreement shall belong to the Commissioners and the Contractor shall not, and shall procure that the Contractor's employees, servants, agents, suppliers and sub-contractors shall not, (except when necessary for the implementation of the Agreement) without prior Approval, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to the Agreement) which the Contractor may obtain in performing the Agreement except information which is in the public domain.

39.2 The Contractor shall obtain Approval before using any material, in relation to the performance of the Agreement which is or may be subject to any third party Intellectual Property Rights. The Contractor shall procure that the owner of the rights grants to the Commissioners a non-exclusive licence, or if itself a licensee of those rights, shall grant to the Commissioners an authorised sub-licence, to use, reproduce, and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party providing services to the Commissioners, and shall be granted at no cost to the Commissioners.

39.3 It is a condition of the Agreement that the Services will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Term on written demand indemnify and keep indemnified the Commissioners against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Commissioners may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to:

- (a) designs furnished by the Commissioners;
- (b) the use of data supplied by the Commissioners which is not required to be verified by the Contractor under any provision of the Agreement.

39.4 The Commissioners shall notify the Contractor in writing of any claim or demand brought against the Commissioners for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor. The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:

- (a) shall consult the Commissioners on all substantive issues which arise during the conduct of such litigation and negotiations;
- (b) shall take due and proper account of the interests of the Commissioners; and
- (c) shall not settle or compromise any claim without the Commissioners prior written consent (not to be unreasonably withheld or delayed).

- 39.5 The Commissioners shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Commissioners or the Contractor for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Agreement and shall be repaid all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. Such costs and expenses shall not be repaid where they are incurred in relation to a claim, demand or action which relates to the matters in clause 39.3(a) and (b),
- 39.6 The Commissioners shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Commissioners or the Contractor in connection with the performance of the Agreement.
- 39.7 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Agreement or in the reasonable opinion of the Contractor is likely to be made, the Contractor may at its own expense and subject to the consent of the Commissioners (not to be unreasonably withheld or delayed) either:
- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply with any necessary changes to such modified Services or to the substitute Services; or
 - (b) procure a licence to use and provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Commissioners.
- 39.8 At the termination of the Agreement the Contractor shall immediately return to the Commissioners all materials, work or records held, including any back-up media.
- 39.9 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

40 Audit and the Audit Commission

The Contractor shall keep and maintain until six 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 Services provided under it, all expenditure reimbursed by the Commissioners, and all payments made by the Commissioners. The Contractor shall on request afford the Commissioners or the Commissioners representatives such access to those records as may be required by the Commissioners in connection with the Agreement.

PART 6- CONTROL OF THE CONTRACT

41 Assignment and Sub-Contracting

- 41.1 The Contractor shall not assign, sub-contract or in any other way dispose of the Agreement or any part of it without prior Approval. Sub-contracting any part of the Agreement shall not

relieve the Contractor of any obligation or duty attributable to the Contractor under the Agreement.

- 41.2 The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 41.3 Where the Commissioners have consented to the placing of sub-contracts, signed copies of each sub-contract shall be sent by the Contractor to the Commissioners within 2 Working Days of issue.
- 41.4 The Contractor shall not use the services of self-employed individuals without prior Approval.

42 Waiver

- 42.1 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.
- 42.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause 7.
- 42.3 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.

43 Variation of the Services

- 43.1 The Commissioners reserve the right on giving reasonable written notice from time to time to require changes to the Services (whether by way of the removal of Services, the addition of new Services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever. Such a change is hereinafter called "a Variation".
- 43.2 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 7. All Variations shall be in the form of an addendum to the Agreement.
- 43.3 In the event of a Variation the Price may also be varied. Such Variation in the Price shall be calculated by the Commissioner 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 67.
- 43.4 The Contractor shall provide such information as may be reasonably required to enable such varied price to be calculated.

44 Severability

- 44.1 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.

44.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

45 Remedies in the event of Inadequate Performance

45.1 Where a complaint is received or a problem indicated in any customer satisfaction survey about the standard of Services or about the way any Services have been delivered or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Agreement, then the Contract Manager shall take all reasonable steps to ascertain whether the complaint is valid. If the Contract Manager so decides, they may uphold the complaint, or take further action in accordance with the provisions of clause 54 of the Agreement.

45.2 In the event that the Commissioners are of the reasonable opinion that there has been a material breach of the Agreement by the Contractor, or the Contractor's performance of its obligations under the Agreement has failed to meet the requirement set out in the Specification Schedule, then the Commissioners may, without prejudice to their rights under clause 54 of the Agreement, do any of the following:

- (a) make such deduction from the Price to be paid to the Contractor as the Commissioners shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Contractor shall have failed to provide or performed inadequately;
- (b) without terminating the Agreement, itself provide or procure the provision of part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Commissioners that the Contractor will be able to perform such part of the Services in accordance with the Agreement;
- (c) without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself provide or procure a third party to provide such part of the relevant Services; and/or
- (d) terminate, in accordance with clause 54, the whole of the Agreement.

45.3 The Commissioners may charge to the Contractor any cost reasonably incurred by the Commissioners and any reasonable administration costs in respect of the provision of such part of the relevant Services by the Commissioners or by a third party to the extent that such costs exceed the Price which would otherwise have been payable to the Contractor for such part of the relevant Services.

45.4 If the Contractor fails to perform any of the Services to the reasonable satisfaction of the Commissioners and such failure is capable of remedy, then the Commissioners shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten Working Days or such other period of time as the Commissioners may direct.

45.5 In the event that:

(a) the Contractor fails to comply with clause 45.4. above and the failure is materially adverse to the commercial interests of the Commissioners or prevent the Commissioners from discharging a statutory duty; or

(b) the Contractor persistently fails to comply with clause 45.4 above,

the Commissioners reserve the right to terminate the Agreement by notice in writing with immediate effect.

45.6 The remedies of the Commissioners under this clause may be exercised successively in respect of any one or more failures by the Contractor.

46 Remedies Cumulative

Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

47 Monitoring of Performance

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

48 Possible Extension of Term

At the discretion of the Commissioners the Agreement may be extended for a further term of up to two years. This may be either in the form of single annual extensions or for a whole two year period.

49 Novation

49.1 The Commissioners shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any Contracting Authority, private sector body or any other body established under statute ("Transferee") provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under this Agreement.

49.2 Any changes in the legal status of the Commissioners such that it ceases to be a Contracting Authority shall not, subject to Condition 49.3, affect the validity of the Agreement. In such circumstances, this Agreement shall bind and inure to the benefit of any successor body to the Commissioners.

49.3 If the Agreement is novated pursuant to Condition 49.1 to a body which is not a Contracting Authority or if there is a change in the legal status of the Commissioners such that it ceases to be a Contracting Authority (in the remainder of this Condition both such bodies being referred to as "the Transferee"):

- (a) the right of terminations of the Commissioners in Condition 53 and 54 shall be available to the Contractor in the event of the bankruptcy, insolvency or Default of the Transferee;
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under this contract or any part thereof with prior consent in writing to the Contractor.
- (c) the following Conditions and Clauses shall be varied from the date of the novation or the date of the change in status (as appropriate) as set out below as if the Agreement had been amended by the Parties:
 - (i) Condition 41 cease to be applicable in the event that the Agreement is novated to a private sector body.

49.4 The Commissioners 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 Commissioners 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.

PART 7- LIABILITIES

50 Indemnity and Insurance

- 50.1 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.
- 50.2 The Contractor shall indemnify and keep indemnified the Commissioners fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor. This clause shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, 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.
- 50.3 The Contractor shall effect Public Liability Insurance for such a sum and range of cover as the Contractor deems to be appropriate but not less than £5,000,000 for any one incident unless otherwise agreed by the Commissioners in writing.
- 50.4 Not Used
- 50.5 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level 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.

- 50.6 The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any requirements specified by the Commissioner.
- 50.7 The Contractor shall produce to the Contract Manager, 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.
- 50.8 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Agreement the Commissioner may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 50.9 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 50.2.

51 Professional Indemnity

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 Services hold and maintain appropriate cover. To comply with its obligations under this clause 51.1, 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 performance of Services has a limit of indemnity of not less than £2 million for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of 12 (twelve) years following the expiration or earlier termination of the Agreement.

52 Warranties and Representations

- 52.1 The Contractor warrants and represents that:
- (a) 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;
 - (b) the Contractor shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice;
 - (c) 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;
 - (d) 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.

PART 8- DEFAULT, DISRUPTION AND TERMINATION

53 Termination on Change of Control and Insolvency

- 53.1 The Commissioners may terminate the Agreement by notice in writing with immediate effect where:
- (a) 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
 - (b) 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
 - (c) the Contractor is a company, and 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
 - (d) where the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - (e) any similar event occurs under the law of any other jurisdiction.
- 53.2 The Commissioners may only exercise its right under clause 53.1(a) within six months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Contractor shall notify the Contract Manager immediately when any change of control occurs.
- 53.3 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 Commissioner shall be entitled to terminate the Agreement by notice to the Contractor or the Contractor's Representative with immediate effect.

54 Termination on Default

- 54.1 The Commissioners 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:
- (a) the Contractor has not remedied the Default to the satisfaction of the Commissioners within 25 Working Days, or such other period as may be specified by the Commissioners, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - (b) the Default is not, in the opinion of the Commissioners, capable of remedy; or

(c) the Default is a material breach of the Agreement.

- 54.2 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 Commissioner for any costs charged in connection with such Default of the Contractor.
- 54.3 The Contractor may terminate the Agreement if the Commissioners are in material breach of their obligations to pay undisputed charges by giving the Commissioners 60 Working Days' notice specifying the breach and requiring its remedy. The Contractor's right of termination under this clause 54.3 shall not apply to non-payment of the charges or Price where such non-payment is due to the Commissioners exercising their rights under clauses 23.1 and 45.2(a).

55 Break

The Commissioners shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving three Months' written notice to the Contractor.

56 Termination in accordance with Public Contracts Regulations 2015

The Commissioners may terminate Contracts in accordance with clause 73 of the Public Contracts Regulations 2015 where:

- 56.1 the Contract has been subject to a substantial modification which would require a new procurement procedure in accordance with regulation 72 (9) of the Public Contracts Regulations 2015;
- 56.2 the Service Provider has, at the time of the contract award, been in one of the situations referred to in regulation 57 (1) of the Public Contracts Regulations 2015, including as a result of the application of regulation 57 (2), and should therefore have been excluded from the procurement procedure; or
- 56.3 the Contract should not have been awarded to the Service Provider 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 European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union.

57 Consequences of Termination

- 57.1 Where the Commissioners terminate the Agreement under clause 54, or terminates the provision of any part of the Agreement under that clause, and then makes other arrangements for the provision of Services, the Commissioners shall be entitled to recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Commissioners throughout the remainder of the Contract Period or any Extension. The Commissioners shall take all reasonable steps to mitigate such additional expenditure. Where the Agreement is terminated under clause 54,

no further payments shall be payable by the Commissioners to the Contractor until the Commissioners have established the final cost of making those other arrangements.

- 57.2 Where the Commissioners terminates the Agreement under clause 55, the Commissioners shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Agreement, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under 55.
- 57.3 The Commissioners shall not be liable under clause 57.2 to pay any sum which:
- (a) 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
 - (b) 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 Contract Period.

58 Disruption

- 58.1 The Contractor shall take reasonable care to ensure that in the execution of the Agreement it does not disrupt the operations of the Commissioners, its employees or any other contractor employed by the Commissioners.
- 58.2 The Contractor shall immediately inform the Commissioners of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Agreement.
- 58.3 In the event of industrial action by the Staff or the Contractor's suppliers the Contractor shall seek the Commissioners Approval to its proposals for the continuance of the performance of the Services in accordance with its obligations under the Agreement.
- 58.4 If the Contractor's proposals referred to in clause 58.3 are considered insufficient or unacceptable by the Commissioners, then the Agreement may be terminated by the Commissioners by notice in writing with immediate effect.
- 58.5 If the Contractor is temporarily unable to fulfil the requirements of the Agreement owing to disruption of normal business by direction of the Commissioners, an appropriate allowance by way of extension of time will be approved by the Commissioners. In addition, the Commissioners will reimburse any reasonable and justified additional expense incurred by the Contractor in fulfilling the provisions of the Agreement as a result of such disruption.

59 Recovery upon Termination

- 59.1 Termination or expiry of the Agreement shall be without prejudice to any rights and remedies of the Contractor and the Commissioners, accrued before such 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.

- 59.2 At the end of the Term (and howsoever arising) the Contractor shall forthwith deliver to the Commissioners upon request all the Commissioners Property (including but not limited to materials, documents, information, access keys) 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 Commissioners may recover possession thereof and the Contractor grants licence to the Commissioners 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.
- 59.3 At the end of the Term (howsoever arising) and/ or after the Term the Contractor shall provide assistance to the Commissioners and any new contractor appointed by the Commissioners 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 Commissioners shall pay the Contractor's reasonable costs of providing the assistance, and the Contractor shall take all reasonable steps to mitigate such costs.
- 59.4 The provisions of this clause shall survive the continuance of the Agreement and indefinitely after its termination.

60 Not Used

PART 9- DISPUTE AND LAW

61 Governing Law

The Agreement shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England.

62 Not Used

PART 10 - ADDITIONAL CONDITIONS

63 Reorganisation of the Commissioners' Arrangements

- 63.1 In the event of the following occurring during the Period of the Contract:
- (a) Significant reorganisation of the Commissioners (e.g. its incorporation into a larger authority, its division into smaller authorities or its division among other authorities).
 - (b) Reorganisation of the Commissioners' roles which would require them to relinquish control of the Contract either wholly or to an extent that it judged the remained to render the Contract to be no longer viable.
- 63.2 The Commissioners shall have power to determine this Contract and any orders/commitments hereunder by giving the Contractor not less than six months written notice and upon expiration of the Contract shall be determined without prejudice to the rights of the parties accrued to the date determination. The Commissioners shall not be disadvantaged either financially or in the level of service provided by the Contractor during the period of notice.

- 63.3 Should the Commissioners learn of proposals which may require it to invoke this clause it shall advise the Contractor at the earliest opportunity in order that he may be aware of the possibility.
- 63.4 If any authority which takes over the Commissioners role in full or in part agrees to take over the Contract in full or in part, the Contractor shall work with the new authority/authorities in order to ensure an efficient assignment of the Contract and of the delivery of the Service.

64 Prevention of Corruption

The provisions of clause 27.3 shall apply where the Contractor shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

65 Contractors Staff

- 65.1 The Contractor shall take the steps reasonably required by the Commissioners to prevent unauthorised persons being admitted to the Premises. If the Commissioners give the Contractor notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall comply with such notice and if required by the Commissioners the Contractor shall replace any person removed under this condition with another suitably qualified person and procure that any pass issued to the person removed in connection with the performance of the Services and/or access to the Premises is surrendered.
- 65.2 The Contractor shall take all reasonable steps to verify their employees proof of identity and retain documentation confirming the actions that have been taken. If and when instructed by the Commissioners, the Contractor shall give to the Commissioners a list of names and addresses of all persons who are or may be at any time concerned with the Services, or any part of them, specifying the capabilities in which they are so concerned and giving such other particulars, evidence of identity and other supporting evidence as the Commissioners may reasonably require to undertake appropriate security checks. For the purposes of undertaking such checks it shall normally be a requirement that the employee has a minimum of three (3) years UK residence. In work having access to inter alia, sensitive police information, police sites, police systems and police assets and on the advice of the Norfolk and Suffolk Constabularies' Vetting Manager it shall normally be a requirement that the employee has a minimum of five (5) years UK residence. In exceptional circumstances employees may be considered for such checks with less than the three (3) or five (5) years of UK residence.
- 65.3 The decision of the Commissioners as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Contractor has furnished the information or taken the steps required of him by this condition shall be final and conclusive.
- 65.4 It is the Contractor's responsibility to ensure that the Commissioners are notified of any significant changes regarding personal details for any of their staff subject of the Commissioners security clearance. The Contractor shall immediately advise the Commissioners of the following changes to staff details, to include but not limited to, changes in name, address, and also any convictions, cautions, reprimands, warnings or

fixed penalty notices received in order that security clearance can be reconsidered. If in doubt, the Norfolk and Suffolk Constabularies Central Vetting Unit should be notified and will consider the circumstances of each particular case.

65.5 The Contractor shall bear the cost of any notice, instruction or decision of the Commissioner under this condition.

65.6 The Contractor's personnel shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when working on the Commissioners premises.

66 Force Majeure

66.1 The Commissioners reserve the right to defer the date of delivery or payment or to cancel all or part of the Contract or reduce the volume of the Services ordered if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control.

66.2 Without prejudice to the generality of clause 66.1 the following shall be included as causes beyond the Commissioners reasonable control:-

- (a) governmental actions, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition;
- (b) Act of God, fire, explosion, flood, epidemic or accident;
- (c) import or export regulations or embargoes; or
- (d) labour disputes including disputes involving the workforce of the Commissioner, the Seller or any third party.

67 Dispute Resolution

67.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 30 days of either Party notifying the other of the dispute, such efforts shall involve the escalation of the dispute to the Chief Executives of the Commissioners and a director of the Contractor.

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

67.3 If the dispute cannot be resolved by the Parties pursuant to Clause 67.1 the dispute shall be referred to mediation pursuant to the procedure set out in Clause 67.5 unless (a) the Commissioners consider that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.

67.4 The performance of the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Contractor (or employee, agent, supplier or sub-contractor) shall comply fully with the requirements of the Contract at all times.

67.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) it is agreed that the mediator (“the Mediator”) shall be engaged through the PASS Alternative Dispute Resolution Expert (PADRE) Service provided by BiP Solutions Ltd.
- (b) The mediation process and timescales shall be in accordance with the PADRE procedure.
- (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- (f) If the Parties fail to reach agreement in the structured negotiations within 60 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 66.6.

67.6 Subject to Clause 67.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 67.3 and 67.5 have been completed save that:

- (a) the Commissioners 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 the provisions of Clause 67.7.
- (b) if the Contractor intends to commence court proceedings, it shall serve written notice on the Commissioners of its intentions and the Commissioners 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 the provisions of Clause 67.7.
- (c) the Contractor may request by notice in writing to the Commissioners that any dispute be referred and resolved by arbitration in accordance with the provisions of Clause 66.7, to which the Commissioners may in its discretion consent as it sees fit.

67.7 In the event that any arbitration proceedings are commenced pursuant to Clause 67.6, the following provisions shall apply:

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- (b) the Commissioners shall give a written notice of arbitration to the Contractor (“the Arbitration Notice”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;

- (c) the London Court of International Arbitration (“LCIA”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 67.7(b) shall be applied and are deemed to be incorporated by reference to this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (e) if the Parties fail to agree the appointment of the arbitrator within ten days of the Arbitration Notice being issued by the Commissioner under 67.7 (b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (f) the arbitration proceedings shall take place at the Commissioners Headquarters and in the English language; and
- (g) the arbitration proceedings shall be governed by, and interpretations made in accordance with, English law.

68 Entitlement to Contract

The Commissioners have the right to contract with any person or persons, firm or company other than the Contractor for the supply of similar services to the Services which may from time to time be provided pursuant to this Contract.

69 Competition

If, during the Contract period, the Commissioners learn that it is possible to obtain similar services to the Services at a lower price than the Contract price quoted for this Contract, then the Commissioners may request the Contractor to review the Contract price and should the Contractor be unwilling to do so, the Commissioners shall be free to purchase such Services from the cheapest source without incurring any liability.

70 Not used.

71 Hazardous Materials and Dangerous Substances

71.1 The Contractor shall be responsible for complying with the requirements of COSHH Regulations 1988 and all other relevant UK and International Agreement relating to the packaging, labelling and carriage of hazardous goods and Materials, including relevant statutory regulations and Code of Practice.

71.2 As soon as possible following the agreement of the Contract all information held or reasonably available to the Contractor regarding any potential hazards known or believed to exist in the transport, handling or use of the Materials supplied shall be promptly communicated to the Commissioners.

72 Canvassing

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 may not be allowed to Tender again to the Commissioners for up to 3 years following the date of expiry of the Contract the subject of the Tender.

73 Management of Risk

- 73.1 It shall be a condition of the contract that the Contractor shall continuously monitor the contract for any emerging risks. Where the Contractor identifies such an emerging risk that has the potential to effect the execution of the contract in any way whatsoever, then the Contractor shall immediately notify the Authorised Officer in writing, clearly identifying the risk, the potential implications for the Commissioners and the actions that may be taken to eliminate or mitigate such risk.
- 73.2 In consultation with the Contractor, the Commissioners shall agree the course of action that shall be taken in relation to the risk identified.
- 73.3 No additional costs shall be payable by the Commissioners as a result of any risk and subsequent action unless agreed in writing by the Authorised Officer.

74. Environmental Procurement

The Contractor shall, in the provision of the Goods and / or the delivery of the Service, support the Commissioners in the achievement of their Environmental Procurement Policy, which will be a schedule to the Contract.

75 Waste Electrical And Electronic Equipment Regulations (WEEE) 2006

- 75.1 The Contractor shall indemnify the Commissioners fully and shall keep the Commissioners fully indemnified against all liability, loss, damages, injury, costs, claims and expenses (including legal expenses) suffered or incurred by the Commissioners in connection with the WEEE Regulations 2006.
- 75.2 In the event that the Contractor's business is transferred in whole or in part to another person or organisation, and the Commissioners do not invoke their right to terminate the Agreement in such circumstances, the Contractor shall retain producers responsibility under the WEEE Regulations 2006, unless the transferee has agreed to meet the producer's obligations in respect of any Goods (i.e. electronic or electrical equipment) under the WEEE Regulations 2006.
- 75.3 The Contractor warrants to the Commissioners that the Goods shall comply with any statute, statutory order, directive or regulation or relevant International, European or British Standard (or equivalent required by the Purchaser) and any voluntary codes of conduct relating to the Goods and their sale and subsequent disposal in force at the time of delivery.

76 TUPE (The Transfer of Undertakings (Protection of Employment) Regulations 2006

- 76.1 Where the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply in respect of the award of the Contract, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Contractor on the commencement of the Contract.
- 76.2 The Contractor shall provide to the Commissioners all employee information necessary for TUPE six months prior to Contract expiry date.
- 76.3 The Contractor shall allow the Commissioners to use the information for the purposes of TUPE and of re-tendering. The Contractor will co-operate with the re-tendering of the

Contract by allowing the body to whom the new contract is awarded (“Transferee”) to communicate with and meet the affected employees and/or their representatives.

- 76.4 The Contractor agrees to indemnify the Commissioners fully and to hold them harmless at all times from and against all actions, proceedings, claims, expenses, awards, cost and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of the above information.
- 76.5 The Contractor agrees to indemnify the Commissioners from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the Contract is terminated and/or transferred to any third party (“Relevant Transfer Date”) arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

77 Whistleblowing

- 77.1 The Contractor shall notify the Chief Executives of the Offices of the Police and Crime Commissioners immediately if it has reason to suspect that any malpractice has occurred or is occurring or is likely to occur. However, if the Contractor feels that the concern cannot be raised with the Chief Executive the Contractor can raise the concern externally in accordance with either Office of the Police and Crime Commissioner Whistleblowing (Complaints) Procedure by going to the following website addresses:

<http://www.suffolk-pcc.gov.uk/complaints>

<https://www.norfolk-pcc.gov.uk/contact-us/complaints>

- 77.2 The Contractor shall take all reasonable steps to bring the Constabulary’s Whistleblowing (Complaints) Policy to the attention of all servants, employees or agents of the Contractor and all suppliers and sub-contractors in the execution of this Contract.

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SCHEDULE A

Price:

Within your detailed business case, please provide a breakdown of the individual costs for providing the service (exclusive of VAT).

Implementation Costs : 11 November 2019 to 31 st March 2020 (where applicable detail your implementation costs here)	£
Financial Year 1. 1 st April 2020 to 31 st March 2021	£
Financial Year 2. 1 st April 2021 to 31 st March 2022	£
Financial Year 3. 1 st April 2022 to 31 st March 2023	£
Financial Year 4. 1 st April 2023 to 31 st March 2024	£
Financial Year 5. 1 st April 2024 to 31 st March 2025	£
Total	£

Prices for years 4 and 5 are linked to CPI, for the purposes of this tender assume a CPI rate of 2.5%. per annum. The known CPI rate at the time of review, shall be applied at that time.

Invoicing:

Invoices relating to the Agreement should be submitted to:-

Office of the Police and Crime Commissioner for Norfolk,
Jubilee House, Exchequer Services,
Falconers Chase,
WYMONDHAM,
Norfolk,
NR18 0WW

Frequency:-

Quarterly in arrears, for remittance within 30 days of a correctly submitted invoice, which has been priced in accordance with this schedule.

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CONTRACT REFERENCE 2019-009

SCHEDULE B

SUPPORTING INFORMATION

Please detail any attachments that need to be read in conjunction with the questions/method statements.

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SCHEDULE C

1. SUB-CONTRACTING ARRANGEMENTS

- 2.1 . The contractor shall provide the information requested in the table below in accordance with Regulation 71(3) of the Public Contract Regulations 2015.
- 2.2 The Commissioners may at their discretion extend this obligation further down the supply chain.
1. The information should be provided at the time of Tender submission but shall be provided at the latest by the time the contract starts being performed, i.e. when the specific subcontractors are known.
 2. The contractor shall also notify the Commissioners if / when there is any change to the basic contact information described above about the subcontractor, and provide equivalent basic contact information for any new Sub-contractors.

Sub-contractor and Functions Fulfilled	Contact Details (address, telephone, e-mail	Legal Representatives

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SCHEDULE D

DIVERSITY MONITORING

Your answer to the following question will not affect your chances of being approved; we are asking for this information solely to help us develop our equal opportunities policy. We will use the information in your replies for statistical purposes only, and will not disclose it without your consent.

The Equality and Human Rights Commission defines an ethnic minority business as “a business 51% or more of which is owned by members of one or more ethnic minority groups, or, if there are a few owners, where at least 50% of the owners are members of one or more ethnic minority groups”. For this purpose, ethnic minority means ethnic groups other than ‘white British’.

(a) Is your enterprise an ethnic minority business according to the above definition?

- (Please tick the relevant box) Yes No
- Not known - publicly Tendered company Yes No
- Not prepared to divulge

(b) Please tick the appropriate boxes to indicate the ethnic group(s) that best describe the owners or managers of your firm.

British		Bangladeshi	
Irish		Any other Asian background Please specify	
Any other White background Please specify		Caribbean	
White and Black Caribbean		African	
White and Black African		Any other Black background Please specify	
White and Asian		Chinese	
Any other mixed background Please specify		Any other background Please specify	

Indian		Do not wish to say	
Pakistani			

Is your business a member of Stonewall's Equality Champions Index (Lesbian, Gay, Bisexual Equality)

Yes No Don't Know

Is your business a member of any Disability Workplace Equality Organisation

Remploy Employer's Forum for Disability Other

Is your business a member of the Employer's Forum for Age

Yes No Don't Know

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SCHEDULE E

FREEDOM OF INFORMATION / CONTRACT PUBLICATION

The following information contained in the Tender is considered to be potentially exempt from disclosure / publication under the Freedom of Information Act.

Further guidance on exemption can be found by accessing the following link:

[http://ico.org.uk/for_organisations/guidance_index/~media/documents/library/Freedom of Information/Detailed specialist guides/AWARENESS GUIDANCE 5 V3 07 03 08.ashx](http://ico.org.uk/for_organisations/guidance_index/~media/documents/library/Freedom_of_Information/Detailed_specialist_guides/AWARENESS_GUIDANCE_5_V3_07_03_08.ashx)

Clause / Document Reference	Description of the Information	Justification

SECTION 3:

FORM OF TENDER

**To: OFFICE OF THE SUFFOLK POLICE AND CRIME COMMISSIONER
AND OFFICE OF THE POLICE AND CRIME COMMISSIONER FOR NORFOLK**

Having examined the Invitation to Tender and its accompanying documents (including all Terms and Conditions, Specification and Schedules) and being fully satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the Conditions of Quoting an unexecuted Contract,

I/We _____

of _____

hereby offer, subject to The Office of the Suffolk Police and Crime Commissioner and Office of the Police and Crime Commissioner for Norfolk, terms and conditions of supply and any additional special terms of supply as contained herein. To provide upon the terms and conditions of the unexecuted Contract, to perform the whole of the Service and to complete the Contract in conformity with the documentation provided and as may be described therein, for the prices as detailed in **Schedule A**, or such other sums as may be determined by mutual agreement between the Parties.

I/we undertake, if this Tender is accepted, to complete and deliver the whole of the Service comprising the Contract, based upon the schedules returned herewith, as part of the offer, from receiving due authorisation to proceed with the Service.

I/we agree to abide by this Tender until award of Contract from the date set for receiving the same and it shall remain binding and open for acceptance at any time prior to the expiration of that period.

I/we understand that the Commissioners are not bound to accept any Tender it may receive and understand that the Commissioners have no liability to defray expenses herewith, nor be responsible for return of any document pattern or sample submitted for the purpose of this Tender.

Unless and until the formal Contract referred to above is executed, this Tender, together with your written acceptance thereof, shall form a binding Contract between us and where there is any inconsistency between the Tender and the (other) Tender Documents, the latter shall prevail.

Signed _____ Name _____

In the capacity of: _____

Duly authorised to sign Tenders on behalf of:

Date _____

TENDER TO PROVIDE
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Collusive Practices Declaration

To: SUFFOLK POLICE AND CRIME COMMISSIONER AND THE OFFICE OF THE POLICE AND CRIME COMMISSIONER FOR NORFOLK.

The essence of a selective Tender is that the Commissioners shall receive bona fide competitive Tenders from all persons expressing an interest. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender, or the rates and prices Tendered by or under, in accordance with any agreement or arrangement with any other person.

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

- a. Communicating to a person other than the Commissioners the amount or approximate amount of my/our proposed Tender other than in confidence in order to obtain Tenders necessary for the preparation of the Tender for insurance: or
- b. Entering into any agreement or arrangement with any other person that he shall refrain from Quoting or as to the amount of any Tender to be submitted:
- c. Offering or agreeing to pay or give or paying or giving any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done, in relation to any other Tender or proposed Tender for the Service, any act or omission.

Signed _____ Name _____

In the capacity of: _____

Duly authorised to sign Tenders on behalf of:

Date _____

**TENDER TO PROVIDE
NORFOLK AND SUFFOLK VICTIM CARE SERVICES
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Canvassing Declaration

**To: THE SUFFOLK POLICE AND CRIME COMMISSIONER AND THE OFFICE OF THE
POLICE AND CRIME COMMISSIONER FOR NORFOLK.**

I/We hereby certify that I/We have not canvassed or solicited any Officer or employee of the Commissioners or the Chief Constables, in connection with the award of this Contract, or any other Contract, or proposed Contract for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake the I/We will not in the future canvass or solicit any Officer or employee of the Commissioners or the Chief Constables, in connection with the award of this Contract, or any other Contract, or proposed Contract for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed _____ Name _____

In the capacity of: _____

Duly authorised to sign Tenders on behalf of:

Date _____

TENDER TO PROVIDE
NORFOLK AND SUFFOLK VICTIM CARE SERVICES
REFERENCE 2019-009

"NO BID" REPLY FORM

If you decide not to bid on this particular occasion, we would be obliged if you would complete and return this page. It will be particularly helpful for us to understand the reasons behind your decision, especially where it may affect interest in any other future opportunities that may arise.

Signed _____ Name _____

Date _____ Position held _____

Organisation _____

TENDER TO PROVIDE
NORFOLK AND SUFFOLK VICTIM CARE SERVICES
REFERENCE 2019-009

CHECKLIST

(For your convenience and completion where you feel it would be useful in the preparation and return of your Tender)

Tender Response Document	Comment	✓ To Confirm
Conditions of Tender read and fully understood		
Form of Tender fully completed and signed		
Certificate re Collusive Practices fully completed and signed		
Certificate re Canvassing fully completed and signed		
Specification Requirements addressed as per Conditions of Tender		
Schedule A fully completed		
Prices fully checked		
Schedule B fully completed		
Schedule C fully completed		
Schedule D fully completed		
Schedule E fully completed		

Appendix A – Service Model 2020



Appendix A - Service
Model 2020 7A.docx

Appendix B – Performance, Quality and Outcomes Framework



Appendix B -
Reporting-Performanc

Appendix C – MOJ Outcomes Framework



Example Year End
PCC-Return.xlsx

Budget Template



Copy of budget
template v2.xlsx