

HUMBERSIDE
POLICE AUTHORITY

HUMBERSIDE POLICE AUTHORITY

TENDER

**HUMAN RESOURCES ADVICE AND SUPPORT
CONSULTANCY SERVICES
TO THE**

HUMBERSIDE POLICE AUTHORITY

Contract Period 01/05/12 to 30/04/13
Extension 1/05/13 to 30/04/14



Protecting Communities, Targeting Criminals

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Section 1: Introduction and tender timescales

Background

The Humberside Police Authority has a statutory role of maintaining an efficient and effective local police service. The Authority meets every quarter, the AGM being held at the June Meeting. Additional special meetings are held as necessary. There are other committees, which meet either monthly or quarterly throughout the year depending on their brief.

All of these meetings are open to members of the public, although they can be excluded during the consideration of confidential items.

There are 16 Members of the Police Authority:

- 9 are elected from councils,
- 7 are independent members, one of whom must be a magistrate.

The Police Authority also has a Secretariat, providing support to and acting on behalf of members. This consists of the following:

- Chief Executive,
- Deputy Chief Executive (Treasurer),
- Assistant Chief Executive,
- 3 x Strategic Development Managers (Public, Assurance and Strategy),
- 2 x Strategic Development Officers (Research),
- Member Support Manager and Member Support Officer
- Two Office Support Officers and a Caretaker.

The Humberside Police Authority's aspiration is to become outstanding. This cannot be achieved without having good quality advice, support and staff in place.

The Chief Executive from time to time requires support and advice on a range of Human Resource/Personnel matters. In addition, major staffing issues are dealt with by the Police Authority's Human Resources Committee and this Committee also requires ad hoc support and advice.

The contract for Human Resources Advice and Support Consultancy would be for an initial term of 12 months with an option of a further 12 month extension.

On 22 November 2012, the Police Authority will be abolished and replaced by an elected Police & Crime Commissioner. The contract to provide human resources advice and support consultancy services would continue until March 2013, in order to ensure adequate cross-over to the Police & Crime Commissioner. With the above option for a 12 month extension.

Scope of the Contract

The scope of this contract will be to address the following:

- Recruitment and selection support and advice.
- Organisational development.
- Policy development.

Further and more detailed information is contained in Section 4: The Specification.

Parties to the Contract

This contract will be for use by Humberside Police Authority only.

Projected Timescales

The timetable and milestones associated with this procurement process is detailed below and should be used as guide only.

Deadline for receipt of completed Tenders	18th April 2012 @1200hrs
Evaluation completion	25th April 2012
Contract start date	1 st May 2012

Section 2: Instructions to tender

General Considerations

- Please read this entire document before completing your return.
- These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
- The information disclosed in this form will be used for evaluation purposes, except where indicated otherwise.
- Proposals are considered by a team of assessors against the pre-determined evaluation criteria listed in section 5 below. The easier it is for the document to be read the easier it will be for the team to evaluate. Please ensure that you follow each statement with an explanation of how this meets our requirement. It is not enough to simply state that the requirement can be met. Such responses, or responses that are ambiguous, may be taken as failing to meet the requirement. Information regarding how, when and to what extent a requirement can be met must be provided.
- You should complete the tender only after you have read and understood all of the tender documents. Once a tender has been awarded no allowance whatsoever can be made for errors, omissions or misjudgements in tendering.
- Please answer all appropriate questions and sign where specified. You may continue on a separate sheet where necessary. Please clearly reference your replies and any supporting documentation.
- Please contact the procurement representative named within the Invitation to Tender if you have any doubt as to what is required or will have difficulty in providing the information requested. Note: Contact should not be made with any member of the Authority, other than the procurement unit, regarding this tender as this may invalidate your bid. Questions and/or queries must be submitted via [email](mailto:alastair.muir@humberside.pnn.police.uk) to alastair.muir@humberside.pnn.police.uk.
- All questions will be logged and collated, and written responses provided to all applicants. The identity of applicants raising any questions will remain confidential.
- This tender must be fully completed even if you have previously submitted information. It is not sufficient to cross refer to previous responses.
- The contract period for this tender is start 01/05/2012 duration 12 months, end date 30/04/2013. Possible extension period 12 months till 30/4/14.
- Please complete this tender and upload to the bluelight website return with any relevant supporting documentation.

Procurement representative contact details:

Alastair Muir
Contracts Officer
Humberside Police
Procurement and Contracts Section
30 Derringham Street
Hull
East Yorkshire
HU3 1EP

E-mail adresse: alastair.muir@humberside.pnn.police.uk

Freedom of Information

- The Freedom of Information Act 2000 gives a general right of access to all types of recorded information held by public authorities, sets out exemptions from that right and places a number of obligations on public authorities. Any person who makes a request to a public authority for information must be informed whether the public authority holds that information and, subject to exemptions, supplied with that information.
- Individuals already have the right of access to information about themselves under the Data Protection Act 1998. As far as public authorities are concerned, the Freedom of Information Act will extend this right to allow public access to all types of information held.
- Public Authorities will be required to adopt and maintain a publication scheme setting out the classes of information it holds, the manner in which it intends to publish the information, and whether a charge will be made for the information. The purpose of a scheme is to ensure a significant amount of information is available, without the need for a specific request. Schemes are intended to encourage organisations to publish more information pro-actively and to develop a greater culture of openness.
- Information is exempt from disclosure if it constitutes a trade secret or if disclosure under this Act would, or would likely prejudice commercial interests of any person (including the public authority holding it).
- Suppliers should be aware that information provided in its commercial dealings may not be exempt from third party disclosure. The act will be enforced by the Information Commissioner a post that combines regulation of both the Freedom of Information and Data Protection Acts. The Commissioner is an UK independent supervisory authority reporting directly to the UK Parliament and has an international role as well as a national one.

Debriefing

- Following the award of the contract, any unsuccessful suppliers will be given the opportunity of a debrief upon written request.

Vetting and Security Clearance

- Employees of the successful contractor working for Humberside Police may well be in an environment where they become aware of matters of a confidential or sensitive nature. Every reasonable precaution must be taken to ensure that only individuals of unquestionable reliability and integrity are appointed. To help ensure this all individuals who will be working as part of the contract on site or have access to sensitive or confidential information will need to be security checked by Humberside Police. The successful contractor will need to allow a period of time for the staff employed in this contract to undergo a security check which involves the individual providing us detailed information. The process can take between 6-10 weeks at present and any individual who fails the vetting process will not be allowed to work on this contract in any capacity. Humberside Police cannot disclose any information regarding the reasons why an individual has failed the security check.

Conditions of Tendering

- Humberside Police reserves the right to refuse any Tenderer's bid that does not meet the full standards and conditions of these documents. Any deviation from these instructions could result in the disqualification of your bid at the discretion of Humberside Police.
- All information provided to the Tenderer in the Tender Documents or as a result of subsequent inquiries is privileged information for the express purpose of preparing a proposal and must be treated as strictly confidential. No information may be communicated to a third party without the written permission of Humberside Police.
- By accepting and retaining this document, you agree to abide by the terms of this confidentiality provision. If no response is submitted, the Tender Documents are to be returned intact. Likewise, all information received by Humberside Police in response to this request will be treated confidentially unless the requirement of the Freedom of Information Act apply. Information received by Humberside Police will be used only for the purpose of evaluating the products or services described in the Tender Documents.
- The Tenderer agrees that it will comply with all applicable appropriate laws, ordinances, regulations and codes in the performance of its obligations, including the procurement of permits / licences and certificates where required. The Tenderer further agrees to hold harmless and indemnify Humberside Police against any loss or damages including reasonable legal fees that may be gained by reason of the failure of the Tenderer or its employee(s), agent(s), or subcontractor(s) to comply with such laws, ordinances, regulations and codes.

- Prospective Tenderers shall absorb all costs incurred in (a) the preparation, revision and presentation of this proposal, and (b) any discussions or negotiations regarding a proposed agreement.
- Humberside Police expect to have a flexible and professional partner who will help us manage the delivery of the goods/services in the most compliant and efficient manner, even if this ultimately leads to a reduction in revenue for the Tenderer.
- It is Humberside Police's intent to select preferred Tenderers for discussion based upon the information requested in the Tender Documents. Humberside Police shall select the Tenderer(s), which, in their opinion, has made the most effective proposal that matches the Force's evaluation criteria which is included in the tender documentation.
- Humberside Police reserves the right to reject any or all proposals or any portion thereof. Neither the receipt of a proposal nor failure to reject a proposal shall impose any legal obligations on Humberside Police.
- No alterations or qualifications to any of the Tender Documents shall be made unless Humberside Police has notified them in writing. At any time after the issue of the Tender Documents, and up to three (3) working days prior to the date and time for the return of the Forms, Humberside Police reserves the right to issue Tender Documents Bulletins detailing changes to the Tender Documents. Tenderers when preparing their Bid submission must take these changes into account.
- Humberside Police reserves the right to negotiate an agreement with the selected Tenderer(s) and to incorporate the selected Tenderer's proposal, or any portion thereof, in any final agreement.
- Humberside Police reserves the right to reject an abnormally low priced tender, where Humberside Police considers that the priced proposal does not necessarily offer overall value for money and/or where acceptance of the tender could jeopardise Police operations. Humberside Police will seek clarification from the Tenderers where it believes that an abnormally low priced tender has been submitted.
- It is the responsibility of Tenderers to provide potential sub-contractors with all the technical and commercial information to allow potential sub-contractors to quote (if necessary).
- Humberside Police will not answer any direct approach from such potential sub-contractor(s) for details of any particular aspect of the requirement. Should they be successful Tenderers must declare the share of any contract they intend to sub-contract.
- Your bid shall remain open for acceptance for not less than ninety (90) days from the return date specified in the Tender Documents.

Section 3: Pricing schedule/Quotation proforma

QUOTATION PROFORMA QUOTATION FOR THE SUPPLY OF HUMAN RESOURCES ADVICE AND SUPPORT CONSULTANCY SERVICES

Please enter details in spaces provided, using continuation sheets if necessary.

1. **Name of Company submitting Quotation:**

.....

2. **Address of Branch from where the supplies should be ordered from:**

.....

3. **Pricing:**

i. **State the fixed hourly consultancy rate to be applied throughout the initial 12/24 months terms of the arrangement:**

Hourly Rate £.....

ii. **Expenses**

Mileage costs will be recoverable in retrospect against clearly identified claims. State the mileage cost per mile pence/per mile

Accommodation and subsistence will be recoverable against clearly identified claims. State the accommodation and subsistence rate per overnight stay £.....

Stationary, telephone and facsimile costs will be reimbursed at cost against clearly identified claims

4. **Tender Validity:**

Tender prices submitted are to be valid and held open for acceptance for a period of sixty days from the closing date for receipt of tenders.

5. **Payment:**

Payment shall be made in full upon receipt of a properly rendered invoice following completion and acceptance of work undertaken.

Signed Designation

Address

Date.....

Section 4: Specification

The contract includes consideration of provision of the following:

- Recruitment and selection support and advice.
- Organisational development.
- Policy development.

Recruitment and Selection

The Chief Executive has the responsibility to advise the Police Authority, and thereafter the Police & Crime Commissioner, on the appointment of Chief Police Officers using national Home Office guidelines.

The consultancy support and advice will ensure that best practice and national guidelines are adopted and that Members of the Police Authority are provided with professional support and advice on the days of appointment.

Recruitment and Selection support will also be required for new and replacement posts for Secretariat staff.

Organisational Development

The role and responsibilities of the Secretariat have the potential for change due to the national, regional and local operating environments. As a consequence the Chief Executive will require advice and support on the implementation and continuous development of organisational structures. The organisational structure will be reviewed in preparation for the transition to the Office of the Police & Crime Commissioner.

Policy and Practice Development

The Chief Executive and Secretariat staff are the employees of the Police Authority, and thereafter the Police & Crime Commissioner, and as such, personnel practices, policies and systems need to be reviewed and developed accordingly. All must meet employment legislation requirements and follow best practice and as a consequence support and advice to the Chief Executive and the Police Authority, and thereafter the Police & Crime Commissioner, are key requirements of this contract.

The staff of the Secretariat are subject to nationally recognised pay scales and locally agreed pay scales but this is underpinned by formal job evaluation schemes. The support to the Chief Executive is one of developing job profiles and assessing them using a formal job evaluation scheme and making recommendations to the Police Authority and thereafter the Police & Crime Commissioner.

Contractor Requirements

The successful contractor must demonstrate their experience in providing support and advice in all these areas.

The successful contractor must be able to, furthermore, demonstrate the following profile:

- Experience of or a deep understanding of the work and role of police authorities and knowledge of the requirements for Police & Crime Commissioners.
- A proven track record of providing personnel advice to senior executives and elected members through submission of complex written reports.
- The ability to provide both telephone support and attend the Secretariat offices in Hull regularly and at times on a short-notice basis.
- The contractor must be able to provide a minimum of 20 full days' service per year. The contract period will be fixed for a term of 12 months with an option for a 12 month extension. The contractor must be flexible in order to take account of urgent matters arising at short notice and to be accessible to the Authority's offices at short notice.
- Demonstrate the standard and quality of their work by providing samples of any similar work which has been undertaken

The contractor should specify a set hourly consultancy rate that will apply and any further expenses that would be applied for providing this advice and support.

Application Process

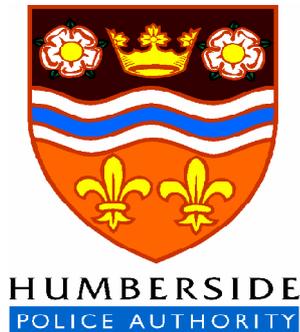
Having regard to the contractor requirements and the specification, invitations are invited in a written proposal comprising of no more than 1,000 words.

The name, address and contact details of two referees from current clients should also be provided.

Section 5: Evaluation Criteria

- Cost
- Experience
- Proven understanding of the Police Authority
- References
- Details of previous experience of work for other police or public sector work
- Proposal
- Sample of any associated work to show quality and standard

Section 6: General conditions of contract and supplementary terms and conditions



Conditions of Contract for the execution of Works or the Supply of Goods, Materials or Services

1. PERIOD OF CONTRACT

This Contract shall, subject as hereinafter provided, be for a period as specified in the Tender or Quotation.

2. BREACH OF CONTRACT

In the event of any non-observance or non-performance by the Contractor at any time and in any respect of any of these conditions or other provisions of the Contract the Police Authority may forthwith or at any time thereafter summarily terminate the Contract without notice, compensation or liability of any description to the Contractor and without prejudice to any right remedy or power of the Police Authority previously accrued. In no circumstances shall the receipt or acceptance of any goods or materials or the execution of work or payment of any monies in respect thereof or the passage of time be deemed a waiver of the right of the Police Authority to terminate the Contract as aforesaid.

3. TENDERS, ACCEPTANCE, FORMAL CONTRACT AND SURETIES

- 12 The Police Authority do not bind themselves to accept the lowest or any Tender or Quotation.
- 13 The Police Authority may accept a Tender or Quotation for the execution of, all or any part of the work or for all or any of the goods or materials or services in respect of which the Tender or Quotation is made.
- (iii) A Tender or Quotation for the execution of works or for the supply of goods or materials or services together with the acceptance thereof by the Police Authority shall become a Contract binding upon the Contractor.
- 14 If the Police Authority accept a Tender or Quotation for the execution of works or for the supply of goods, materials or services paragraph 3 of Standing Order 46

of the Police Authority, a copy of which is set forth at the end hereof, shall form part of and be incorporated in these conditions and shall be a material term thereof.

4. PRICE FLUCTUATIONS

- (i) Except as mentioned in paragraph 4 (ii) hereof where there is an increase in the price paid by the Contractor for the goods or materials to be supplied under the Contract or where the Contractor is put to additional cost in the manufacture or supply of the goods or materials or in the execution of the work specified in the Contract owing to an increase in wages or the price of materials or owing to any other cause outside the control or beyond the jurisdiction of the Contractor, the Contractor shall nevertheless continue to supply the goods or materials or execute the specified work at the Contract price during a period of three months after the acceptance by the Police Authority of the Contractor's Tender or Quotation. After such period of three months aforesaid the Contractor shall be at liberty to give notice to the Police Authority of any increase in price (which notice shall contain details of how such increase is made up) and make application to continue the supply of goods or materials or the execution of the specified work at such increased price.

Within 28 days of the receipt of such notice and application the Police Authority shall be at liberty by notice in writing to the Contractor either:

- (a) to refuse the increased price and forthwith to terminate the Contract in which event the Contract shall forthwith be determined, or
- (b) to accept the increased price in which case the Contract shall continue to subsist as if such increased price had been substituted in the Contract for the original Contract price.

If the Police Authority shall fail to give such notice to the Contractor within the period of 28 days as aforesaid, the Police Authority shall be deemed to have refused the increased price. The Contractor shall in the event of the Police Authority accepting such increased price continue to supply the goods or materials or execute the specified work during a period of three months from the date of the acceptance by the Police Authority of such increased price, and after such period of three months the Contractor shall be at liberty to give notice to the Police Authority of a further increase in price and make application to continue the supply of goods or materials or the execution of the specified work at such further increased price and such notice and application for a further increase shall be dealt with in the same way as a notice and application for an increased price as aforesaid. Any order given by the Police Authority under the Contract after the service of a notice and application by the Contractor as aforesaid shall not be executed by the Contractor until after the receipt by him of the Police Authority's notice to accept the increased or further increased price, and when executed shall be so executed at such increased or further increased price. But if the Contractor should execute an order before the receipt of the Police Authority's notice he shall execute it at the price obtaining before the Contractor's notice and application for an increased or further increased price was given.

- (ii) Where during the continuance of the Contract there is an increase or decrease in the controlled price of any of the goods or materials to be supplied by the Contractor, the Contractor shall give notice to the Police Authority of such increase or decrease in price which revised price shall take effect from the date of its coming into force.

5. QUALITY OF GOODS, WORK ETC.

The goods or materials to be supplied under this Contract are in every respect to be of the materials sort Quality and workmanship specified, and of the materials sort Quality and workmanship of the sample or specimen (if any) submitted or to which the Tender or Quotation is made, and in any case such as shall in every respect be approved by the Police Authority or their Officers and to the entire satisfaction of the Police Authority.

The work to be executed and performed under this Contract is to be of such Quality and workmanship as shall be approved by the Police Authority or their Officers and to their entire satisfaction in all respects.

6. POWER TO REJECT OR REMEDY DEFECTS

In addition to any other remedy or power of the Police Authority hereunder in case of failure by the Contractor at any time to deliver any goods or materials or execute the specified work in respect of which an order is given or to delivery or execute the same at the time specified or within the period limited for delivery or execution or to deliver goods or materials or to execute the specified work to the entire satisfaction of the Police Authority and of the materials sort Quality workmanship make and brand identical in all respects with that of any sample or specimen submitted to the Police Authority or in respect of which the Contractor's Tender or Quotation is accepted or to deliver the same with a correct invoice or bill of parcels in duplicate or to complete satisfactorily the execution of the specified work and immediately afterwards deliver a correct invoice or bill of parcels in duplicate the Police Authority or their Officers shall be at liberty at any time without notice compensation or liability in any way to the Contractor to reject any such goods or materials and to purchase others in place of goods or materials so rejected or not delivered or require the Contractor at his own expense and without interrupting or disturbing or interfering in any way with any of the public services rendered by or on behalf of the Police Authority to remedy forthwith any defect or imperfection or inferior workmanship in the work executed to the satisfaction in every respect of the Police Authority and in default of the Contractor's complying with such requirement, to remedy any such defect imperfection or inferior workmanship and any cost incurred by the Police Authority in obtaining the goods or materials or in having the specified work executed in accordance with the accepted Tender or Quotation in excess of the Contract price during the period of this Contract, together with all other expenses attending any such purchase of goods or materials or the remedying of any such defect imperfection or inferior workmanship shall be repaid to the Police Authority by the Contractor on demand.

7. DELIVERY OF GOODS ETC. OR COMMENCEMENT OF WORK

The goods or materials are to be delivered or the execution of the work commenced only upon an official order issued by an Official of the Police Authority duly authorised to do so. Such goods or materials are to be delivered free of additional charge to the Police Authority and at the Contractor's risk at such place or places in such quantity or numbers at such times and in such manner as the Police Authority or their Officers may from time to time direct.

8. REMOVAL OF REJECTED GOODS ETC.

Rejected goods or materials are to be removed by and at the expense of the Contractor within 7 days after notice shall have been given him of the rejection. If not so taken away the Police Authority may cause the goods or materials to be removed in such manner as they may think fit and without incurring any liability to the

Contractor in respect thereof and the costs of and incidental to such removal shall be repaid to the Police Authority by the Contractor on demand.

9. ARBITRATION.

In the event of the rejection of goods or materials by the Police Authority or their Officers whereby the Contractor may consider himself aggrieved a re-survey of the goods or materials by an independent person to be agreed upon between the parties to the Contract and in default of agreement to be appointed on the written application of either party by the President for the time being of the Law Society will be allowed on written application to the Police Authority by the Contractor within 48 hours after notice shall have been given him of such rejection.

10. RETENTION OF AND RESPONSIBILITY FOR SAMPLES

Any samples or specimens submitted in connection with goods or materials in respect of which a Tender or Quotation is accepted will be retained by the Police Authority until completion of the Contract. Samples or specimens are submitted entirely at the risk of the Contractor and in no circumstances shall the Police Authority be responsible in any way for the safety or return to the Contractor of any samples or specimens or liable for any damage which may happen thereto while in the custody of the Police Authority their Agents or work people.

11. TRANSFER OF CONTRACT

The Contract or any part share or interest in it is not to be sub-let transferred or assigned by the either party directly or indirectly without the previous written consent of the other party.

12. PREVENTION OF CORRUPTION

If the Contractor shall offer or give or agree to give or shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the Police Authority or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Police Authority or if the like acts shall be done or shall have been done by any person employed by the Contractor acting on his behalf whether with or without the knowledge of the Contractor or if in relation to any Contract with the Police Authority the Contractor or any person employed by him or acting on his behalf shall commit or shall have committed any offence under the Prevention of Corruption Acts, 1889 to 1916, or shall give or shall have given any fee or reward the receipt of which is an offence under Sub-Section 2 of Section 123 of the Local Government Act, 1933, then and in any such case the Police Authority shall be at liberty without notice, compensation or liability of any description to the Contractor to terminate the Contract and the rights of the Contractor thereunder and to purchase other goods or materials outstanding or not supplied or cause the execution of such of the specified work as is not executed at the time of the termination of the Contract under this clause and any cost so incurred by the Police Authority in excess of the Contract price together with all expenses attending the purchase of the goods or materials in place of the goods or materials or the execution of the work shall be repaid by the Contractor to the Police Authority on demand.

13. BRITISH STANDARDS

Where a specification issued by the British Standards Institution is current at the date of the Tender or Quotation and is appropriate all goods and materials used in the execution of this Contract shall be in accordance with that specification.

14. PAYMENT

With every delivery of goods or materials under this Contract invoices or bills of parcels in duplicate are to be sent by the Contractor. The Contractor is to send in his account monthly in duplicate to the Finance Manager of the Police Authority within five days from the termination of the month with the amount due correctly calculated according to the prices agreed upon, and payment will be made when the goods or materials have been supplied or the work executed in all respects in accordance with these conditions, reasonable time being allowed for the passing of the account by the Police Authority.

15. TIME

Time shall be of the essence of the Contract.

16. NOTICES

Any notice to the Contractor may be under the hand of the Clerk of the Police Authority or the Chief Constable for the time being and shall be deemed in all respects sufficiently served if delivered or sent by post addressed to the Contractor at the address given below and if so sent by post shall be deemed to have been delivered and so served in the usual course of post.

17. PATENTS, ROYALTIES AND INDEMNITY

The Contractor shall at all times indemnify and keep indemnified the Police Authority from and against all loss damage action suits proceedings costs damages and expenses which may be brought or made against the Police Authority or their authorised agents or which they may be put to suffer or sustain by reason of or arising out of the infringement by the Contractor or his sub-contractors of any patent registered design or copyright and in the event of any injunction being obtained against the use of any of the goods or materials provided under the Contract, the Contractor shall forthwith replace any goods or materials the use or provision of which infringes any patent, patent rights, registered design, or copyright with such goods or materials which shall be previously approved by the Chief Constable and which do not infringe any patent, patent rights, registered design or copyright.

18. BANKRUPTCY ETC

In the case the Contractor (being an individual) shall commit any act of bankruptcy or be or become bankrupt or insolvent or in case there shall be commenced under the Companies Act in respect of the Contractor (being a Company) a winding-up (or proceedings therefore) either by the Court or voluntarily or subject to the supervision of the Court; or if the Contractor shall arrange or agree with his creditors or any of them by composition or otherwise or take the benefit of any Act for the relief of insolvent debtors, or shall do any act or take any proceedings in law having under any Act for the time being in force effects or results similar to those of bankruptcy or carry on or propose to carry on his business under inspection or a liquidator manager receiver or committee or suffer distress or process of execution to be levied or issued against any of his property, or if the interests of the Contractor in the Contract shall be taken in execution or if the Contractor shall assign or give any lien on any moneys due or to become due to him under the Contract; then in any or either of the cases

aforesaid the Police Authority shall have power thereupon or at any time thereafter summarily to determine the Contract by notice in writing to the Contractor.

19. COMPLIANCE WITH BYE-LAWS ETC.

The Contractor shall in carrying out the terms of this contract comply with the provisions of the Public Health Acts and all other material Acts and with the Bye-Laws or Regulations in force within the Police Authority's area of jurisdiction and shall be responsible for any proceedings that may be taken or instituted against him or any of his workmen or agents of the Police Authority for any breach thereof and shall indemnify the Police Authority against any such breaches as aforesaid and any proceedings in respect thereof. The Contractor shall also give all such notices (if any) as are required by law to be given to any parties or persons entitled to such notice in respect of the operations to be performed in fulfilling the terms of this Contract.

20. INJURY TO PERSONS AND PROPERTY AND EMPLOYERS INDEMNITY

(i) The Contractor shall be liable for, and shall indemnify the Police Authority against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the performance of the contract, unless due to any act or neglect of the Police Authority or of any person for whom the Police Authority is responsible.

(ii) The Contractor shall be liable for, and shall indemnify the Police Authority against liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal insofar as such injury or damage arise out of or in the course of or by reason of the performance of the contract.

(iii) Without prejudice to the liability to indemnify the Police Authority the Contractor shall maintain and shall cause any sub-contractor to maintain such insurances as are necessary to cover the liability of the Contractor, or as the case may be, a sub-contractor in respect of personal injury or death arising out of or in the course of or caused by the performance of the contract not due to any act or neglect of the Police Authority or of any person for whom the Police Authority is responsible and in respect of injury or damage to property real or personal, arising out of or in the course of or by reason of the performance of the contract.

(iv) The insurance in respect of claims for personal injury to, or the death of, any person under a contract of service or apprenticeship with the Contractor or the sub-contractors as the case may be, and arising out of and in the course of such persons employment shall comply with the Employers Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof.

21. APPLICATION OF STANDING ORDER 46 .Paragraph 3 of Standing Order 46

Every Contract, except a Contract required in extreme urgency or a contract of a trivial character shall be in writing and shall be signed by the Clerk to the Police Authority or Chief Constable provided that a Contract required in extreme urgency shall subsequently be confirmed in writing by the Clerk to the Police Authority or Chief Constable. No member of the Police Authority shall enter either orally, or in writing, into any Contract on the Police Authority's behalf.

Every Tender specification and all Conditions of Contract or other document whatsoever which shall be intended to form the basis of any Contract with the Police Authority shall include an express provision to the effect that the terms of this

paragraph of this Standing Order shall form part of and be incorporated in the Contract and be a material term thereof.

22. INTERPRETATION

For the purpose of this Contract the Chief Officer of the Department concerned of the Police Authority is the Chief Constable, Police Headquarters, Priory Road Police Station, Cottingham, Hull HU5 5SF.

Dated thisday of..... 20....

Completed by: Signed:

Position:

For and on behalf of:

Company Address:

.....
.....
.....

Supplementary Terms and Conditions

1. PASSING OF PROPERTY AND RISK

- 1.1 The Contractor shall retain ownership of and risk in the Goods until the Authority has accepted the Goods. If the Authority rejects any Goods under Clause 6 of the Authority's Core Conditions, ownership of and risk in the Goods shall not pass from the Contractor on delivery. The acknowledgement or receipt of delivery of any Goods does not constitute acceptance.
- 1.2 When ownership in the Goods is passed to the Authority in accordance with these General Conditions it is without prejudice to any right the Authority may have to reject the Goods at a later date in accordance with these terms and conditions.

2. DAMAGE IN TRANSIT

- 2.1 If any Goods are damaged in transit or fail to be delivered to the Authority the Contractor shall free of charge, and as quickly as possible, either repair or replace the Goods, as decided by the Authority, provided that the Authority:
 - 2.1.1 give notice to the Contractor that the Goods have been damaged within 30 days of delivery;
 - 2.1.2 shall advise the Contractor if the Goods are not delivered within 10 days of the date notified for delivery (as long as the Authority has been told of the date the Goods were despatched).

3. DEFECTIVE GOODS

- 3.1 If the Goods or any part of them are proved to be defective during a period of 12 months from putting them into service, the Authority may, at its sole option, require the Contractor to replace or repair the defective Goods. The Contractor shall replace or repair the defective Goods at its own cost and expense, immediately upon demand and if for any reason the Contractor is unable to do so, the Authority may arrange for such replacement or repair and the Contractor shall immediately on demand, reimburse the Authority, for all costs and expenses incurred. Further, the Contractor shall pay, discharge and indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses suffered by the Authority, arising from or in connection with the supply of any defective or damaged Goods, including any return costs.

4. VARIATION OF REQUIREMENTS

- 4.1 The Contractor shall not alter the design or Specification and/or nature of the Contract or vary the Goods and/or Services except as directed by the Authority, subject to Clause 4.3 below. The Authority shall have the right from time to time during the continuation of the Contract, by written notice, to direct the Contractor to add to or omit, or otherwise vary the design, Specification and quantity of the Goods or alter the location and/or nature of or vary the Services. The Contractor

shall carry out such variations and be bound by the same conditions as far as is applicable, as though the variation were stated in the Contract.

4.2 If the contractual requirement is varied leading to an amendment of the Contract Price, the Contractor shall, within seven days of receipt of the notification, advise the Authority in writing of the amount of any amendment. Any such amendment shall be calculated and decided at the same level of pricing as already in the Contractor's Tender or quotation. The Authority shall either:

4.2.1 confirm the variation in writing amending the Contract Price and the Contractor's obligations as the Parties may have agreed such variations to be deemed incorporated into the Contract; or

4.2.2 if agreement cannot be reached, the Authority shall be free to either terminate the Contract by one month's written notice; or withdraw the variation and continue as if such notice of variation had not been given.

5. INDEMNITY AND INSURANCE

5.1 In addition to Section 20 of the Authority's core conditions. the Contractor shall indemnify and keep indemnified the Authority against injury to or death to any persons or loss of or damage to their property which may arise out of any act or omission, default or negligence of the Contractor or its employees, servants, agents or Subcontractors, and against all actions, suits, claims, demands, losses, charges, costs, expenses (including legal costs on a full indemnity basis) and judgements whatever incurred by the Authority, provided always that the Contractor shall not be liable for, nor be required to indemnify the Authority against any compensation or damages for or in respect of injuries, loss or damage resulting entirely from any act, default or negligence on the Authority's part or that of its employees or agents not being the Contractor or employed by the Contractor.

5.2 Without prejudice to its liability to indemnify the Authority in line with Clause 5.1 above the Contractor shall, at its own expense and with a reputable insurance company, have in force and require any Subcontractor to have in force:

5.2.1 Employer's Liability Insurance in line with any legal requirement for the time being in force; and

5.2.2 Public Liability Insurance for an amount and range of cover as the Contractor considers appropriate but not less than £5,000,000 for any one incident unless otherwise agreed by the Authority in writing.

5.2.3 Professional Liability Insurance (where applicable) for an amount and range of cover as the Contractor considers appropriate but not less than £2,000,000 for any one incident unless otherwise agreed by the Authority in writing.

- 5.3 The Contractor shall on demand produce evidence to the Authority in the form of certificates, policies and cover notes to show the insurance mentioned in Clause 5.2 above are properly effected and in force at all times during the Contract.
- 5.4 In addition to section 17 of the Authority's core conditions, the Contractor warrants that neither the Goods and/or the provision of the Services nor the Authority's use of the Goods for the purposes intended or made known will infringe any patent, registered design, trademark, copyright or other protected right and the Contractor shall indemnify the Authority against all actions, claims, demands, costs, proceedings, charges and expenses of whatsoever nature arising from or incurred by reason of any infringement or alleged infringement of any such right. It shall be a condition of the Contract that except for the Goods and Services which incorporate designs given by the Authority, the Goods and Services will not be in breach of any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and the Contractor shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or be liable for as a result of or in connection with any breach of this Condition. If any court order is obtained against the use of the relevant Goods the Contractor shall immediately replace the Goods with other similar Goods to the satisfaction of the Authority. No warranty shall be given by the Authority as to the intellectual property rights in any material or specification supplied by them and the Contractor must satisfy itself as to the ownership of them.

6. HEALTH AND SAFETY

- 6.1 The Contractor shall comply and ensure its Subcontractors, agents or any personnel employed for the execution of the Contract shall comply with the Health and Safety at Work Act 1974 (and any amendments thereto), any and all relevant Safety Legislation, Regulations and environmental requirements (whether of a statutory or other nature) and any regulations of the Authority relevant to the Premises to which the Goods are being delivered and/or the Services are being provided.
- 6.2 The Contractor shall ensure that all the Goods and Materials are designed and constructed to be safe and without risk to the health and safety of people using them and of those who are in the vicinity of the Goods or Materials. The Contractor shall make adequate information available to the Authority about the design testing and use of any Goods or Materials
- 6.3 The Contractor shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which they may suffer or incur as a result of any breach of Clause 6.1 and 6.2 above.
- 6.4 The Contractor shall observe and ensure its Subcontractors shall observe the work rules, which apply to the Premises where the Services are or are to be carried out and complies with any instructions of the Authorised Officer or any Nominated Officer. This includes the observance of any control or reporting procedures (COSHH, RIDDOR etc) required by legislation or Approved Code of Practice). The Authority shall have the right to require the Contractor immediately

on receipt of notice (written or verbal) to remove any of his employees, servants, agents and Subcontractors on the Premises who:

6.4.1 fail to comply with the work rules; or

6.4.2 in the opinion of the Authority has been negligent or incompetent.

7. ENVIRONMENTAL CONSIDERATIONS

7.1 The Contractor shall give all practical and reasonable assistance to the Authority in support of any Environmental or Sustainability Policies the Authority may have in place or be trying to implement.

7.2 The Contractor shall make every efforts to adopt Environmentally Friendly practices and procedures and shall at no time allow itself, the Authority or any third party liable to prosecution under Environmental Legislation through the acts or omissions of the Contractor, its agents and any person employed for the purpose of executing the Contract. Failure to comply may result in the termination of the Contract.

8. TERMINATION

8.1 The Authority reserves the right to postpone the date of delivery or payment or to cancel all or part of the Contract or reduce the volume of the Goods and Services ordered if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control.

8.2 Without prejudice to the rights of Clause 8.1 above the following instances shall be included as causes beyond the Authority's reasonable control:

8.2.1 Government actions, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition; or

8.2.2 Act of God, fire, explosion, flood, epidemic or accident; or

8.2.3 Import or export regulations or embargoes; or

8.2.4 Labour disputes including disputes involving the workforce of the Authority, the Contractor or any third party.

8.3 Without prejudice to section 2 of the Authority's core conditions, the Authority shall have the right to terminate the Contract immediately at any time by giving notice in writing to the Contractor if:

8.3.1 the Contractor commits a breach of any of the terms and conditions of the Contract and has failed to remedy the breach within the time allowed should any procedure be agreed between the Parties as part of the Contract for the remedying of faults which amount to potential breach of Contract before the Authority applying its normal rights and remedies under

the terms of these General Conditions and any other conditions forming part of the Contract;

- 8.3.2 any distress, execution or other legal process is imposed upon any of the Contractor's assets;
- 8.3.3 the Contractor enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (if it is a corporation) an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction with the consent of the Authority) or a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Contractor's undertaking or assets;
- 8.3.4 an encumbrance takes possession of any of the Contractor's property or assets;
- 8.3.5 the Contractor ceases or threatens to cease to carry on its business;
- 8.3.6 the financial position of the Contractor deteriorates so far that in the Authority's opinion the ability of the Contractor adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
- 8.3.7 the Authority reasonably considers that any of the above events is about to occur in relation to the Contractor.

8.4 However this Contract is terminated, it will be without prejudice to the rights and duties of either the Contractor or the Authority arising prior to termination. The provisions of the Contract, which expressly or implicitly have effect after termination, will continue to be enforceable despite termination.

9. RECOVERY OF SUMS DUE

9.1 If under this Contract any money is recoverable from or payable by the Contractor it may be deducted from or reduced by the amount of any sum due, or which may become due to the Contractor under the Contract, or under any other agreement or Contract with the Authority.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other Free Issue Materials given to the Contractor by the Authority under the Contract and any materials produced as a result of the Contractor performing the Services shall remain owned solely by the Authority and the Contractor shall not (except if needed to carry out the Contract) without prior written consent of the Authority use or disclose any specifications, plans, drawings, patterns, models or designs or any information or Materials or Free Issue Materials (whether relevant to this Contract or not) which the Contractor may obtain under this Contract.

10.2 The provisions of this Clause 10 shall apply whilst the Contract is in force and after it is terminated for whatever reason.

11. PUBLICITY

11.1 This Contract shall not entitle the Contractor to endorse its goods or services with any reference to the Authority or the Chief Constable and the Contractor shall not exhibit for advertising or any other reason any goods or services or equipment supplied under the Contract which can be identified with the Authority (whether the ownership of such Goods or equipment shall have passed to the Authority or not) without the prior written consent of the Authority.

11.2 This includes any such reference made in any form of written, pictorial or audible advertising campaign, marketing, sales or promotion campaign.

12. FREEDOM OF INFORMATION ACT

12.1 "FOI" means the Freedom of Information Act 2000, "Exempt Information" means information falling into the exemptions set out in the FOI, "Confidential Information" means information to which the confidentiality or commercial interests exemptions within the FOI apply and "Working Day" means Monday to Friday inclusive except bank holidays.

12.2 The Authority is bound by the provisions of the FOI and information relating to this Contract may need to be disclosed to third parties in order for the Authority to meet its obligations under the FOI.

12.3 The Contractor shall make all reasonable efforts to assist the Authority in meeting its obligations under the FOI. If the Authority receives an access request under the FOI, the Contractor shall upon request provide:

12.4 to the Authority a copy of information requested which is held by the Contractor on behalf of the Authority within a period of 5 Working Days;

12.5 access to an authorised officer of the Authority, within a period of 5 Working Days, to inspect information held by the Contractor on behalf of the Authority.

12.6 Where it is necessary for the Contractor to provide information to the Authority which it believes to be Exempt Information it shall state in writing to the Authority the nature of the information and the relevant exemption. The Authority will use reasonable endeavours to consult with the Contractor before disclosing such information under the FOI. The Contractor acknowledges that the final decision whether to disclose such information will rest with the Authority and not with the Contractor. Nothing contained in this Contract or any documents or negotiations relating to this Contract shall prevent the Authority from disclosing any information which (in the Authority's reasonable opinion or in accordance with any recommendation, notice or decision of a competent authority) it is required to disclose under the FOI.

- 12.7 The Contractor shall observe the Authority's Retention and Destruction Policy (details of which shall be provided by the Authority to the Contractor upon request) and shall not destroy information other than in accordance with this policy. If the Authority notifies the Contractor of a request for information held by the Contractor which is due for destruction the Contractor shall immediately suspend destruction of that information to allow disclosure to take place. Upon the termination of this Contract the parties shall agree which party has the control of the retained information. Should the Contractor retain control of the information this clause shall remain in force beyond the termination of this Contract.
- 12.8 The Contractor shall maintain an adequate records management system which will enable it to access the information within the time limits prescribed.
- 12.9 The Contractor shall indemnify the Authority against all claims, demands, actions, costs, proceedings and liabilities that the Authority directly incurs due to the Contractor's or any sub-contractor's breach of this clause 12 or any part of it.

13. DIVERSITY AND THE PROMOTION OF EQUALITY

- 13.1 The Contractor shall not unlawfully discriminate directly, discriminate indirectly, victimise or harass within the meaning of any law, enactment, order, regulation or other similar instrument relating to discrimination in employment (whether in relation to race, gender, ethnic origin, skin colour, sexual orientation, religion, age, disability, belief or nationality – this list is not exhaustive).
- 13.2 The Contractor shall comply with its obligations under any relevant legislation including, but not limited to the Sex Discrimination Act 1975, the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000), the Disability Discriminations Act 1995 (as amended by the Disability Discrimination Act 2005), the Employment Equality (Sexual Orientation) Regulations 2003, the Employment (Religion or Belief) Regulations 2003. The Contractor shall be expected to comply with all practicable amendments to the above acts. The Contractor shall indemnify the Lead Authority and all Participating Authorities against any claims resulting from a breach of the above legislation by the Contractor (or its employees, agents or servants) through negligent acts or omissions
- 13.3 The Contractor shall inform the Lead Authority forthwith of any finding of unlawful discrimination against the Contractor by any Court, Tribunal, the Commission for Racial Equality, the Disability Rights Commission or the Equal Opportunities Commission and as soon as reasonably practicable
- 13.3.1 Take all necessary steps to prevent a reoccurrence of such unlawful discrimination; and
- 13.3.2 Provide to the Lead Authority full details of all steps taken
- 13.4 Any requesting Authority shall have access to data relating to any monitoring which the Contractor may make of the representation among its personnel (or the

personnel of any agent or subcontractor) of persons of different gender, persons with a disability and persons of different Racial Groups. This will be used only for the purposes of the Authority's own obligations under Diversity and Equality legislation.

- 13.5 If the Contractor has a written policy on race, gender and disability equality and diversity in the workplace ("Equality and Diversity Policy") then they shall provide a copy of the same to any requesting Authority
- 13.6 If the Contractor sets out its Equality and Diversity Policy in all instructions to those concerned with recruitment, training and promotion; or issues documentation which is by law available to its personnel, recognised Trade Unions or other representative groups including recruitment advertisements and other literature: - then they shall provide a copy of the same to any requesting Authority
- 13.7 The Contractor shall require its permitted agents or Sub Contractors to also fully comply with the requirements of this section.
- 13.8 The Contractor shall be expected to recognise and support where practicable, the obligations of the Authorities (Lead and Participating) under the General Duty of the Race Relations Act 1976, as amended by the Race Relations (Amendment) Act 2000, which is namely to; eliminate unlawful discrimination,; promote equality of opportunity; promote good relations between people of different racial groups
- 13.9 The Contractor shall be expected to recognise and support where practicable, the obligations of the Authorities (Lead and Participating) under the General Duty of the Disability Discrimination Act 2005 which includes; promote equality of opportunity between disabled people and other people; eliminate discrimination that is unlawful under the Disability Discrimination Act; promote positive attitudes towards disabled people; encourage participation by disabled people in public life; take steps to take account of disabled persons' disabilities, even where that involves treating disabled persons more favourably than other persons.
- 13.10 The Contractor guarantees that before the goods/services required under this contract are delivered or executed it shall ensure that all its employees, agents or subcontractors employed in the execution of the contract shall read and abide by any policy, standards or expected 'behaviours' which any participating Authority has in Force to deal with equality and diversity. By doing so the Contractor assumes full responsibility and accountability for the actions of any personnel involved in the delivery of this contract. The Contractor shall ensure that a copy of the Humberside Police expected behaviours document is signed by each of the personnel involved in delivering the contract and provided to Humberside Police prior to the contract start date.
- 13.11 Any acts or omissions in relation to Diversity and Equality by the Contractor or any personnel involved in the delivery of the Contract which breaches the policy, standards or expected behaviours of any Authority or which in the reasonable opinion of the Chief Constable employed by that Authority brings that Authority into

disrepute with the general public, employees or third party contractors or seriously diminishes the reputation or good standing of that Authority will permit that Authority to terminate its involvement in the contract with immediate effect as per clause 8.

14. PROTECTION OF THE AUTHORITY'S RIGHTS

- 14.1 If the Authority shall fail or delay in exercising any right, power or remedy under this Contract it shall not in any circumstances affect such right, power or remedy even if it would have done so if this clause did not exist. The single or partial exercise by the Authority concerned of any right, power or remedy under this Contract shall not in any circumstances prevent the Authority using that right again or any other right, power or remedy under the Contract.
- 14.2 The rights, powers and remedies provided in this Contract are cumulative and are not exclusive of any rights, powers and remedies provided by law.
- 14.3 Acceptance by any Authority of any breach or default under any of these General Conditions and/or Special Conditions of Contract shall not be deemed to be an acceptance of any later breach or default and shall not affect the other of the said Contract Conditions.

15. WAIVER

- 15.1 Failure by either party at any time to enforce the provisions of the Contract shall in no way affect its rights thereafter to require complete performance of the other party, nor shall the waiver of any subsequent breach of any such condition be a waiver of the condition itself

16. POLICE RESTRUCTURING

In the event of a change in the legal status of the Authority and status of the Force by reason of any reorganisation or amalgamation of the Force with another Police force, the Authority shall be entitled to assign or transfer their rights and obligations under this Agreement to another contracting authority and the Contractor shall continue to be bound by the terms of this Agreement subject to the Services herein performed not being materially modified.

17. SEVERANCE

- 17.1 If any provision of the Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable it shall not affect any of the other provisions of the Contract which all shall remain in force.

18. GOVERNING LAW

- 18.1 This Contract shall be governed by the laws of England and for the benefit of the Authority the Contractor agrees that the courts of England are to have jurisdiction

to settle disputes in connection with this Contract and submits to the jurisdiction of the courts of England.

18.2 Nothing in this clause limits the right of any Authority to bring proceedings against the Contractor in connection with this Contract in any other court of competent jurisdiction or at the same time in more than one jurisdiction.

Dated thisday of..... 20....

Completed by: Signed:

Position:

For and on behalf of:

Company Address:
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End of Document