

Seven Force Procurement Contract Standing Orders

December 2021

1. GLOSSARY OF TERMS

1.1. These terms will have the following meanings in the Standing Orders:

CC Chief Finance Officers (CC CFOs)	The Chief Finance Officers of the Chief Constables.
Chief Constable (CCs)	The Chief Constable of Bedfordshire Police, the Chief Constable of the Cambridgeshire Constabulary, the Chief Constable of Essex Police, the Chief Constable of the Hertfordshire Constabulary, the Chief Constable of Kent Police, the Chief Constable of the Norfolk Constabulary and the Chief Constable of the Suffolk Constabulary.
Chief Officers	Officers who are members of the Chief Officer's team of Bedfordshire, the Chief Officer's team of Cambridgeshire, the Chief Officer's team of Essex, the Chief Officer's team of Hertfordshire, the Chief Officer's team of Kent, the Chief Officer's team of Norfolk and the Chief Officer's team of Suffolk.
Collaboration Agreement	The S22a Collaboration Agreement for the Provision of a 7 Force Single Procurement Function entered into by the PCCs, PFCC and CCs of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk dated 28 January 2019.
Commercial Executive Board	The board established to support and direct 7 Force Commercial Services giving operational oversight on commercial and financial matters. For absolute clarity this board is not a decision-making group on behalf of the corporations sole.
Constabulary	Police officers, including the special constabulary, and police staff under the direction and control of the CCs.
Contract	An agreement in any form (provided it includes offer, acceptance and consideration), and is signed by the parties. Subject to the inclusion of any clause to the contrary, the statutory limitation period (the period during which a claim can be made against the supplier) under a signed agreement is 6 years.
Deed	An agreement that must: <ul style="list-style-type: none"> • be in writing; and • include a statement that the agreement is intended to be a deed by the parties to it by wording in the agreement which states it is a "deed" and/or states it is "executed as a deed"; and • be validly executed as a deed by the parties to it. <p>The limitation period for a deed is usually 12 years. Deeds create a 'solemn promise' with no requirement for consideration.</p>
Framework Agreement	An enabling agreement, which establishes the terms under which individual contracts (call-offs) can be made throughout the period of the agreement.
Officers	All police officers and police staff of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk Constabularies/Police and staff of the PCCs and PFCC(s).

PCC Chief Finance Officers (PCC CFOs)	The Chief Finance Officer of the PCCs and PFCC(s).
PCR 2015	The Public Contracts Regulations 2015, as amended and any subsequent amendments thereto or any successor regulations.
Police and Crime Commissioners (PCCs) and Police, Fire and Crime Commissioner(s) (PFCC(s))	The Bedfordshire Police and Crime Commissioner, the Cambridgeshire Police and Crime Commissioner, the Essex Police, Fire and Crime Commissioner, the Hertfordshire Police and Crime Commissioner, the Kent Police and Crime Commissioner, the Norfolk Police and Crime Commissioner and the Suffolk Police and Crime Commissioner.
Procurement Function	The 7 Force Single Procurement function operated by 7 Force Commercial Services.
Procurement Policy and Procedures	All Procurement Policies and Procedures published by the Procurement Function.
Reserved Matters	<p>Matters which are reserved by a Policing Body, acting reasonably, to be progressed and delivered locally. Reserved Matters will typically entail the procurement of goods or services that are novel, politically sensitive or unique to a Policing Body. These must only be undertaken in exceptional circumstances as this is contrary to the objectives for creating the Function as defined in the agreed full business case. To ensure transparency across the Policing Bodies, all instances of reserved matters must be notified by the relevant party to the chair of SPGB through the 7 Force Commercial Services administrator in advance for their awareness. The Policing Body that instigates the Reserved Matter will authorise and approve any contract award. The Policing Body that instigates the Reserved Matter will be liable for any claims and any liabilities therefrom will not be shared across the remaining Forces.</p> <p>Policing Bodies must not use Reserved Matters to avoid the application of Contract Standing Orders and PCR 2015 and the general presumption of fair and transparent competition for contracts.</p>
Seven Force Director of Commercial Services	The individual appointed to run the Procurement Function.
Single Force Requirement	Where a single force has a requirement for goods or services and which is not a Reserved Matter and will be undertaken by the Function. The procurement process may be allocated to a member of staff geographically based and not always by an existing member of the single home Force requesting the goods or services.
Single Tender Action (STA)	The selection of a supplier to provide goods, works or services without competition.
Standing Orders	These contract standing orders.

<p>Strategic Procurement Governance Board (SPGB)</p>	<p>The board established under the Collaboration Agreement to oversee the running and performance of the Procurement Function. For absolute clarity, this Board is not a decision-making group on behalf of the corporations sole.</p>
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2. INTRODUCTION

- 2.1. In Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk, the 7 Force Procurement Function has been created to support police procurement activity. All procurement of contracts over £50,000 will be managed by the 7 Force Procurement Function.
- 2.2. These contract standing orders will apply to all procurements that are being carried out in the 7 Force region.
- 2.3. All contracts and orders for goods, works or services made by or on behalf of the PCCs and PFCC(s), with the exception of contracts/leases, for the lending or borrowing of money, land and contracts of service for employment purposes, shall be made in accordance with these Standing Orders.
- 2.4. All contracts shall comply with statutory requirements including, but not limited to, UK and other applicable legislation and relevant Government guidance.
- 2.5. The PCCs, PFCC(s) and Chief Constables require all procurement activity to be undertaken in a transparent, fair and consistent manner, ensuring the highest standards of probity and accountability. All procurement undertaken on behalf of the PCCs, PFCC(s) and CCs will operate under robust principles and procedures to ensure best value.
- 2.6. No exceptions shall be made to these Standing Orders other than for those reasons stated in paragraph 5.
- 2.7. Professional and legal advice on procurement matters must be directed through the Procurement Function which will decide the appropriate route for response or escalation.
- 2.8. All Officers shall comply with these Standing Orders; any failure to do so may result in disciplinary action.
- 2.9. Any specific delegation of these Standing Orders to an officer may be exercised by their deputy or by another officer specifically designated in writing by the officer in accordance with any general directions issued by them.
- 2.10. Any dispute regarding the interpretation of these Standing Orders will be referred to the SPGB in the first instance. If the dispute cannot be resolved within 1 month, it will be escalated to the PCCs and the PFCC(s) and their decision will be final.

3. COMPETITIVE PROCUREMENT

- 3.1. For goods, works or services the acceptance of quotations and bids will be based on the principle of best overall value for money, i.e. the most economically advantageous offer.

- 3.2. The estimated value of a contract shall be the total value of the contract net of VAT (“the Total Value”). This is the total consideration estimated to be payable over the full term of the contract which shall include any option to extend the term under the Contract. If the full term is unknown, then the Total Value should be based on forty-eight (48) months. Requirements must not be disaggregated in order to avoid competitive procurement under any circumstances.
- 3.3. The tables at 3.8 and 3.12 describe the procedure and authority levels dependent on the estimated value of the total procurement, (not an individual Force value). A high-level overview of the tender/award governance flow-chart, above and below £1million, is detailed in Appendix 1.
- 3.4. Criteria for the award of contracts shall be recorded in advance of the invitation to tender and strictly observed by Officers evaluating the bids. The criteria cannot be altered once the tender is advertised. The standard approach for evaluation will be the most economically advantageous criteria and take into account whole life costs. Where award is based solely on price, and usually only for commodities, then this will be agreed in advance by 7 Force Commercial Services.
- 3.5. For Procurements over £50,000 the weightings will be determined by 7 Force Commercial Services using its professional expertise and in consultation with participating organisations and lead officers. For quotations under £50,000 evaluation models used to select the successful bidder shall generally be weighted such that the overall percentage score allocated to cost is not less than 50%. Any changes are to be recorded for audit purposes. Further advice can be sought from 7 Force Commercial Services.
- 3.6. The evaluation of bids must be objective, systematic, thorough and fair. Decision makers should be aware that the records of the decision-making process may be subject to scrutiny at a later date. A minimum of three Officers shall be involved in the evaluation of tenders and all evaluators will be required to complete a declaration of impartiality.
- 3.7. If there is already a corporate contract in place for the goods, works or services required, it is mandatory to use it. 7 Force Commercial Services will advise.
- 3.8. **Procurement competition procedures and authority levels for Bedfordshire, Cambridgeshire, Hertfordshire, Kent and Essex where no corporate contracts exist. The procedures and authority levels only apply to Norfolk and Suffolk above the £50k threshold. For values up to £50k in Norfolk and Suffolk see 3.11 and 3.12.**

Estimated Value	Procurement Procedure	Level of Delegated Authority and means of executing the contract
£0 - £5,000	1 written quote, where possible from a local supplier.	Tier 6 7 Force Commercial Services Personnel. Purchase order or signed contract.
£5,000 - £50,000	3 written quotes or use of e-tendering system. Where possible, at least 1 quotation should be from a local supplier.	Tiers 4 and 5 7 Force Commercial Services Personnel. Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 3.13 below.

£50,000 - £100,000	Competitive tender. Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Tier 3 7 Force Commercial Services Personnel. Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 3.13 below.
£100,000 - £150,000	Competitive tender. Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Tier 2 7 Forces Commercial Services Personnel. Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 3.13 below.
£150,000 - £250,000	Competitive tender. Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Tier 1 7F Director of Commercial Services or nominated deputy. Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 3.13 below.
£250,000 - £1,000,000	Competitive tender. Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Relevant Chief Officer/Director from respective Force who has delegated authority to enter into a Contract. Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 3.13 below.
Above £1,000,000	Competitive tender. Request for Work Form confirming Budget, (business strategic lead) and CEB approval prior to commencement required.	Signed contract by the PCC/PFCC unless it meets the criteria for executing as a Deed under the PCC/PFCC seal set out in paragraph 3.13 below, once confirmation from CEB that a compliant tender exercise has been completed and they are satisfied that best value has been achieved. In accordance with paragraph 8.1 below the agreement shall have the signature or seal of each participating PCC/PFCC. Construction projects and other single force contracts agreed by CEB in advance above £1,000,000 will be executed by the PCC/PFCC following approval of a contract award report by the relevant PCC CFO only. In either circumstance PCC/PFCC approval must be obtained in accordance with each Policing Body's procedures. Where a procurement is over £1million but results in lots creating distinct contracts, some of which the Total Value is under £1million, those contracts will be progressed in accordance with the thresholds above.

3.9. An Officer with authority to authorise requisitions or contracts committing the expenditure does so with the consent of and on behalf of the PCCs and PFCC(s).

3.10. The authority levels shall apply to variations to contract, i.e. any additional costs resulting from the variation must be aggregated with the original contract value for the purposes of authorisation. The authority levels shall apply to the Total Value of the contract including any extensions. Nil cost variations, and financial variations permitted within an agreed tolerance of £100,000 or 10%, whichever is lower, and subject to confirmation of funding from the relevant delegated financial authority can be authorised by the relevant Commercial Manager or above in 7 Force Commercial Services. Where variations are novel, contentious or repercussive the commercial lead shall consult with relevant PCC/PFCC and CC CFOs to obtain authority to progress the change.

3.11. The table at 3.12 describes the procedure and authority levels dependent on the estimated value of the total procurement, (not an individual Force value) for Norfolk and Suffolk up to £50k in value. Above £50k in value, Norfolk and Suffolk are in alignment with the processes and values agreed under 3.8.

3.12 Procurement competition procedures and authority levels for Norfolk and Suffolk up to £50k in total value where no corporate contracts exist. (Above £50k in value then table 3.9. applies.) These procedures and authority levels shall apply in any procurement where the financial resources of Norfolk or Suffolk are being committed.

Estimated Value	Procurement Procedure	Level of Delegated Authority and means of executing the contract
£500 - £3,000	Evidence of more than one price comparison shall be obtained, preferably in writing (including email) or obtained from catalogues or price lists. Evidence shall be attached to the requisition. Where possible, at least 1 quotation should be from a local supplier.	Requisitions to be approved locally by officers with relevant authority in accordance with financial instructions Contracts must be signed by a minimum of a Tier 6 7F Commercial Services personnel. Purchase order or signed contract.
£3,000 - £50,000	At least three quotations shall be obtained in writing or using the e-tendering system. Outside of the e-tendering system evidence of competition shall be attached to the requisition. Where possible, at least 1 quotation should be from a local supplier	Requisitions to be approved locally by officers with relevant authority in accordance with financial instructions Contracts must be signed by a minimum of a Tier 4 and 5 7F Commercial Services personnel Purchase order or signed contract.

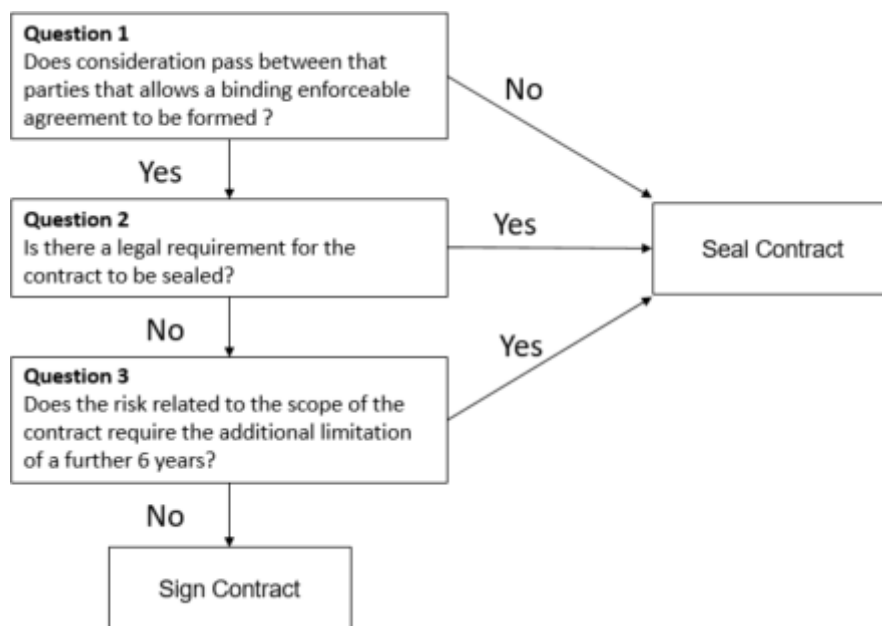
3.13 The following types of agreement must be executed as a Deed under the PCC/PFCC seal:

3.13.1 Construction contracts over £250,000;

3.13.2 Other contracts where the Policing Body wishes to enforce the Contract more than six years after its end (nb advice should be sought from the 7 Force Director of Commercial Services in such circumstances as such a requirement should be proportionate to the risk/value of the contract and reflect market norms);

3.13.3 any agreement that is made without consideration.

3.13.4 Notwithstanding 3.13.1 – 3.13.3 above the diagram below can be applied on a case by case basis to determine whether a document needs to be executed as a deed in accordance with a law.



4. FINANCIAL AND CONTRACTUAL DELEGATIONS

4.1. The PCC CFOs and CC CFOs will be responsible for determining authorised signatories within the PCCs, PFCC(s) and Constabularies. Those authorised signatories and sub delegation rules will be described and documented in each PCC and PFCC's respective Financial Regulations. They will ensure that suitable segregation of responsibilities are observed, that purchases are compliant with the PCR 2015 and any procedures, and that sufficient funding and resources are available within the revenue budget or capital programme.

5. EXCEPTIONS TO NORMAL PROCEDURES/SINGLE TENDER ACTION

5.1. Exceptions

5.1.1. Tenders are not required in the following circumstances:

- 5.1.1.1. purchases through government agency or other consortium or similar body where legally entitled to do so and in accordance with the approved purchasing methods of such a consortium or body; or
- 5.1.1.2. purchases at public auctions; or
- 5.1.1.3. internal PCC, PFCC or Constabulary business where one part of the PCC, PFCC or Constabulary provides a service to the other; or
- 5.1.1.4. for works (emergency property repairs) up to £5,000 where no corporate contract exists and are commissioned by the Estates Department of the relevant force for urgent requirements not covered by existing contracts.

5.2. Single Tender Action (STA) for Requirements over £50,000

5.2.1. STA under £50,000 shall be subject to approval locally by officers with relevant authority in accordance with financial instructions. A full local audit trail shall be maintained.

5.2.2 STA over £50,000 should only be used in exceptional circumstances. Tier 1 or 2 commercial staff must endorse the route to market prior to seeking permission to commence activity. Legal advice may be obtained if the procurement value is over the higher UK threshold and to clarify our exemption from/compliance with the Public Contracts Regulations 2015. The PCC CFOs or CC CFOs or their delegated authorities may approve requests for exceptions to normal procedures under the following circumstances:

5.2.2.1 where it can be evidenced that only one supplier is able to carry out the work or service or to supply goods for technical reasons or because of exclusive rights;

5.2.2.2 the contract has been classified as secret by the CC CFOs making the use of a particular contractor essential or a limited competition to a select list of contractors and the avoidance of advertising requirements in the public domain;

5.2.2.3 the contract is required so urgently that competition is impracticable, e.g. when an operational need arises which requires immediate action. However, failure to take action within appropriate timescales due to poor planning does not constitute grounds for an urgency exception.

5.2.3 Where, for any reason not covered by para 5.2.2, an exception is still sought to be made, then the PCC CFOs may approve the exception. Post activity exception will only be granted for operationally imperative, or other emergency situations.

5.2.4 7 Force Commercial Services must report quarterly to the CEB any Single Tender Actions not dealt with locally or under Reserved Matters.

6 COMPETITIVE PROCUREMENT USING TENDERS

6.1 The 7 Force Commercial Services has responsibility to ensure appropriate Procurement Policy and documentation are published covering matters such as:

6.1.1 the whole tendering process i.e. initial tender, specifications and standards, and evaluation and appointment of contractors and consultants;

6.1.2 processes regarding the use of sub-contractors;

6.1.3 processes regarding variations to contract;

6.1.4 the process to be undertaken in relation to declarations of interest in a contract;

6.1.5 the procedures to be followed in relation to collaborative contracts;

6.1.6 the adoption of Framework Agreements;

- 6.1.7 the procedures to be followed in applying for an exception to Standing Orders, including:
 - 6.1.7.1 the formal procedure to be adopted to evidence alternative provision is not available;
 - 6.1.7.2 the formal justification of emergency provision;
- 6.1.8 the achievement of value for money, and the minimisation of risk to the PCCs, the PFCC(s) and Constabulary.
- 6.2 If during a procurement process it is identified that an individual Force (or Forces) are put in a detrimental position (economical or from an operational efficiency perspective) this will be escalated to the lead stakeholder to resolve, or take to the next monthly CEB.
- 6.3 The Procurement Policy and Procedures will set out arrangements for the recording and retention of information in relation to procurement activity.
- 6.4 The Procurement Policy will also detail the arrangements for reporting procurement activity to meet the requirements of the PCCs, the PFCC(s) and Constabularies together with addressing the need to publish information in accordance with Government requirements.
- 6.5 Contents of the Policy will be agreed by the PCC CFOs and CC CFOs.

7 TENDER CONTROL

- 7.1 Tenders will be received through a proprietary e-tendering solution, which ensures managed opening and version controls with all processes and actions being fully auditable except in extraordinary circumstances i.e. system failure.

8 FORM OF CONTRACT

- 8.1 All contracts shall be entered into in the name of one or more of the PCCs and/or PFCC(s), as indicated in the table below. Where applicable, each of the relevant joint forces shall be a named party to the contract, ensuring joint and several liability. Suitable clauses reflecting the joint procurement shall also be included in the contract.

Total Contract Value	Parties to contract
£0 - £1,000,000	1 PCC/PFCC on behalf of all PCCs/PFCCs. In this case, the contracting PCC/PFCC will be the only authority with privity of contract with the supplier, and therefore will be required to enforce the contract terms on behalf of all collaborating PCCs/PFCCs. All PCCs/PFCCs will, however, have the express right to receive the benefit of the works, goods or services being delivered under the contract.
Above £1,000,000	All of the collaborating PCCs/PFCCs will be signatories to the contract, meaning that they each have joint and several liability to enforce the terms of the contract against the supplier (and joint and several liability to have the terms enforced against them by the supplier, if applicable). All PCCs/PFCCs will also have the express right to receive the benefit of the works, goods or services being delivered under the contract.

- 8.2 Contracts shall be in writing. If appropriate, legal advice should be sought in relation to contracts through 7 Force Commercial Services in the first instance.
- 8.3 Every contract shall specify the:
- 8.3.1 goods, works, or services to be provided;
 - 8.3.2 consideration;
 - 8.3.3 time within which the contract is to be performed; and
 - 8.3.4 terms and conditions for payment (and any early payment mechanism if applicable.)
- 8.4 Every contract shall ensure that the contractor indemnifies the Commissioner against all losses in connection with injury to or death of any person, or damage to property, happening as a result of or in connection with the carrying out of the contract. The contractor shall also be required to effect and maintain insurance which provides both the contractor and the employer with full cover in respect of any liability against which the contractor is required to indemnify the employer. The CCs shall stipulate the minimum amount of insurance after consultation with the PCC CFOs.
- 8.5 Liquidated Damages: Each contract should be reviewed for the appropriate inclusion of liquidated damages.
- 8.6 Default Clauses: Contracts which are estimated to exceed £50,000 shall provide that should the contractor default in the terms of the contract, the PCCs and PFCC(s), without prejudice to any remedy for breach of contract, shall be at liberty to purchase other goods, works or services as appropriate of the same or similar description to make good any default. Every contract shall provide that the amount by which the cost of purchasing other goods, works or services (including the expenses of acquiring the new supplier) exceeds the amount which would have been payable to the contractor shall be recoverable from the contractor.
- 8.7 Transfer or Assignment of Contracts: Every contract which is estimated to exceed £50,000 shall prohibit the contractor from assigning the contract or sub-letting any portion of the contract work without the written consent of the relevant delegated authority.
- 8.8 Prevention of Corruption: In every contract a clause shall be inserted to secure that the PCCs and PFCC(s) shall be entitled to cancel any contract and to recover from the contractor the amount of any loss resulting from such cancellations if the contractor or any person employed by them or acting on their behalf (whether with or without the knowledge of the contractor) 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 something in relation to the obtaining or execution of any contract with the PCCs and PFCC(s), or shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under subsection 2 of Section 117 of the Local Government Act 1972.
- 8.9 Exclusion of third party rights: Unless precluded by statute every contract shall exclude the ability of third parties to claim the same rights and remedies as those enjoyed by the main parties to the contract. The rights of permitted successors to or assignees of the rights of a party shall not be excluded.

- 8.10 Milestone or stage payments: For large complex projects milestone or stage payments may be agreed subject to the approval of the Seven Force Director of Commercial Services (or such other person as may be delegated by them).
- 8.11 Parent company guarantee: For contracts over fifty thousand pounds (£50,000) a parent company guarantee should be considered depending on the risk profile of the contract.
- 8.12 Bank bond or guarantee: For contracts over one million pounds (£1,000,000) a bank bond or guarantee should be considered depending on the risk profile of the contract.

9 AWARD OF CONTRACT

- 9.1 Tender analysis should be completed using criteria determined prior to issue of tender documentation.
- 9.2 The 7 Force Commercial Services lead must record the reasons and analysis that led to the acceptance of the best value offer. A detailed Contract Award Report, approved by the lead stakeholder, is to be completed for all tenders and STAs above £50,000.
- 9.3 The 7 Force Commercial Services lead is empowered to recommend the acceptance of tenders.
- 9.4 The Contract is to be signed on behalf of the PCCs and PFCC(s) in accordance with the tables at paragraphs 3.8 and 3.12 above.
- 9.5 A minimum period of ten (10) calendar days must be allowed as a standstill period between the notification of an award decision and contract commencement for all over UK higher value contracts. (This period is extended to the next working day when the final day falls on a non-working day). Where a Framework Agreement is used and if expediency is required, this requirement can be removed if authorised by a Tier 1 or Tier 2 member of the function.
- 9.6 A voluntary standstill period will be applied on below threshold tender activity if required.
- 9.7 Where there is no difference between tenders to make an informed decision, the tenders shall be subject to further clarification.

10 COLLABORATIVE CONTRACTS AND FRAMEWORK AGREEMENTS

- 10.1 Where tenders are undertaken that include other police forces or public sector organisations outside of the 7 Forces, they will be invited on a lead PCC/PFCC basis and comply with these Standing Orders.

11 REVIEW

- 11.1 These Standing Orders will be reviewed at least on an annual basis by the PCC CFOs and CC CFOs and comments fed into the SPGB for consideration if change is required.

Appendix 1.



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