

JOINT INDEPENDENT AUDIT COMMITTEE
10 July 2023

SUBJECT	Scheme of Arrangements for the Discharge of Functions
REPORT BY	PCC CEO/CFO and CC CFO
CONTACT OFFICER	CFOs at Officepcc@notts.police.uk
SUMMARY AND PURPOSE OF REPORT	
The Scheme of Governance should be regularly reviewed and updated. Committee views are being sought on the revised version of the contract procedure rules and standing orders.	
RECOMMENDATION	<i>That the Committee review the revised version and provide any comments to be considered before the PCC takes a formal decision to approve the contract procedure rules and standing orders.</i>

A. SUPPORTING INFORMATION

1. BACKGROUND

1.1 The Financial Management Code of Practice for the Police Forces of England and Wales published by the Home Office (revised July 2018) provides that a Scheme of Governance should be prepared by the Police and Crime Commissioner (PCC), advised by the Commissioner’s Chief Finance Officer in consultation with the Chief Executive, the Chief Constable (CC) and the Force Chief Finance Officer. The Scheme should be regularly reviewed and amended in consultation with, and on the advice of, these same people as appropriate.

1.2 The Scheme should identify those powers which may be exercised by either the PCC or the Chief Constable, but which may also be exercised by their staff. It should also set out any constraints on those powers, including requirements to report back or advise the PCC or the Chief Constable, and should address circumstances which will require consultation between the staff of the PCC and the Chief Constable.

1.3 The integrated Scheme of Governance comprises of a Corporate Governance Working Together document, Part A the overarching delegations and scheme of consent is currently being redrafted by the PCC CEO in consultation with the DCC. Part B Financial Regulations was reviewed at the May meeting of the JIAC. The annex to Part B is the Contract Procedure Rules and Standing Orders which is attached for review. This version is undergoing a final review by the CFOs concurrently with the JIAC review.

1.4 It is not clear when the last review by the audit committee was undertaken, the revised workplan will ensure this happens more routinely going forward.

B. FINANCIAL CONSIDERATIONS

There are no financial implications of the report.

C. LEGAL AND HUMAN RIGHTS CONSIDERATIONS

The proposals described in this paper respond to the requirements of the Police Reform & Social Responsibility Act 2011 and the Financial Management Code of Practice for the Police Forces of England and Wales published by the Home Office (revised July 2018).

D. PERSONNEL, EQUAL OPPORTUNITIES AND DIVERSITY ISSUES

(including any impact or issues relating to Children and Young People)

None.

E. REVIEW ARRANGEMENTS

The Scheme of Governance will be subject to annual review

F. RISK MANAGEMENT

The Scheme of Governance is a key component of the risk management framework.

G. PUBLIC ACCESS TO INFORMATION

Information in this report along with any supporting material is subject to the Freedom of Information Act 2000 and other legislation.

Contract Procedure Rules and Standing Orders

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Contents

Clause

Terms and Definitions

- 1. Introduction**
- 2. Business Code of Conduct**
 - 2.1 Purpose
 - 2.2 Application
 - 2.3 Conduct
- 3. Procurement Policy**
 - 3.1 Introduction
 - 3.2 Responsibilities
 - 3.3 Scope
 - 3.4 Procurement Policy
 - 3.5 Modern Slavery
 - 3.6 Social Value
- 4. Procurement Procedures**
 - 4.1 Introduction
 - 4.2 Procedures
- 5. Procurement Routes**
 - 5.1 Introduction
 - 5.2 Principles of Good Procurement
 - 5.3 UK Public Procurement Thresholds
 - 5.4 Procurement Procedure Flowchart
 - 5.5 Procuring Through Frameworks
 - 5.6 Competitive Procurement
 - 5.7 Procurement £10,000 or Below
 - 5.8 Procurement Over £10,000 and Under £25,000
 - 5.9 Procurement Over £25,000 and Under the Find a Tender Service Threshold
 - 5.10 Procurement Above the Find a Tender Service Tender Threshold
- 6. Procurement Process**
 - 6.1 Introduction
 - 6.2 Steps Prior to Purchase
 - 6.3 Pre-Tender Market Research and Consultation
 - 6.4 Statements of Requirements and Specifications
 - 6.5 Exceptions to Normal Procedures/Single Tender Action
 - 6.6 Advertising and Assessing Potential Tenderers
 - 6.7 Framework Agreements
 - 6.8 Collaborative Contracts
 - 6.9 Invitations to Tender/Quotation

- 6.10 Receipt, Custody and Opening of Tenders
- 6.11 Late Tenders
- 6.12 Alteration to Tenders
- 6.13 Evaluation of Tenders and Quotations
- 6.14 Tender Recommendation Report
- 6.15 Award of Contract and Debriefing Tenderers
- 6.16 Cancellations, Variations, Extensions or Termination of Contracts
- 6.17 Document Retention and Record Keeping
- 6.18 Freedom of Information

7. Contract Standing Orders

- 7.1 Introduction and Purpose
- 7.2 Responsibilities
- 7.3 Responsibilities of The Chief Executive
- 7.4 Relevant Contracts
- 7.5 Purchasing – Competition Requirements
- 7.6 Assets for Disposal
- 7.7 Collaborative and Partnership Arrangements
- 7.8 The Appointment of Consultants to Provide Services
- 7.9 Contract Documents
- 7.10 Contract Authorisation Levels
- 7.11 Bond and Parent Company Guarantees
- 7.12 Prevention of Fraud and Corruption
- 7.13 Declarations of Interests

Appendix A – Procurement Timescales

Appendix B – Summary of UK Public Procurement Thresholds

Appendix C – Statement of Requirement

Appendix D – Exception Approval Request (above £10,000 but below £25,000)

Appendix E - Exception Approval Request (above £25,000)

Appendix F – Contract Authorisation Levels

Terms and Definitions

In the Contract Standing Orders unless the context otherwise requires the following terms shall have the meanings given to them below:

“Advertisement” is the means by which a Procurement Exercise is advertised, and includes (where appropriate) the ‘Contract Notice’ as defined in the Public Contracts Regulations 2015.

“Bidder” means an organisation that applies to be a supplier of goods and/or services to the PCC or CC, usually by responding to an advertisement issued by the PCC for a specific contract requirement.

“Authorised Officer” means any member of staff authorised to undertake procurement activity on behalf of the PCC.

“Award Criteria” means the evaluation criteria applied to select the successful Tenderer in a single stage process, or for two stage Tenders, the evaluation criteria applied to the second stage of the process to evaluate offers from Tenderers. In a two stage process, Award Criteria is specific to the delivery of the contract and can be solely based on the proposed cost of the contract or used to select the most economically advantageous Tender which evaluates the proposed cost and all the service delivery factors of the contract.

“Best Value” means the duty of the PCC or CC, and the Procurement Advisor to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.

“CC” means the Chief Constable of Nottinghamshire Police

“Chief Executive or CEO” – means the Chief Executive to the PCC.

“CFO” means the Chief Financial Officer

“Commercial Procurement Lead” means any Commercial Team Officer who is responsible for the procurement of the relevant goods, services or works.

“Contract” means a binding agreement between two or more parties for performing, or refraining from performing, some specified act(s) in exchange for lawful consideration.

“Contract Extension” means an extension to the duration of the contract, but not including any alteration to the scope of the contract.

“Contract Variation” means an alteration to an existing contract that is not deemed a material change.

“Contracts Management System” means the contract management system used to record all relevant commercial information relative to a contract, for all stages of the procurement process.

“Corporate Contract” means any Contract or Framework Agreement or other arrangement, put in place by the PCC or the CC, or any other Public Sector Organisation (including other Local Authorities) or Consortium in which the CC or the PCC, is entitled to participate and which, where necessary, has been awarded in a PCR compliant manner.

“Departmental Procurement Lead” means any Departmental Officer who is responsible for the procurement of the relevant goods, services or works.

“EP” means the Engagement Partner of Nottinghamshire Police is responsible for liaising with the PCC and CC budget holders or project leaders on new contractual requirements, contract renewals and any commercial issues.

“Estimated Contract Value” or **“Estimated Value”** means the total estimated value of the contract. Where the contract period is fixed the Estimated Value shall be the total estimated maximum value of the supplies, services or works to be supplied over the period covered including any extensions to the contract. If the contract period is unknown, a nominal period of 48 months shall be applied to the calculation.

“Exception” means in exceptional cases appropriate approvals, based on sound reasoning, are gained for not competing the contract opportunity or that the outlined process is not adopted, and an alternative process is agreed to ensure value for money is secured.

“FOI Team” means the team that receives and processes Freedom of Information requests on behalf of the PCC.

“Framework Agreement” or **“Framework”** means a Framework Agreement or arrangement with a single or number of suppliers which specifies the terms and conditions under which specific purchases (call-offs) can be made throughout the term of that Framework Agreement. The Framework Agreement may, itself, be a contract to which the PCR apply.

“FTS” is **Find a Tender Service**. This has replaced the official Journal of the European Union; all UK public sector organisations are required by the PCR to advertise on FTS all procurement needs over a set value, this value is adjusted bi-annually.

A **“Further Competition”** is undertaken where not all the terms of a proposed contract are laid down in a Framework Agreement. It involves re-opening competition between the organisations which are parties to the Framework Agreement, and which are capable of performing the proposed contract, on the basis of the same or, if necessary, a more refined scope of requirements precisely formulated terms, and where appropriate other terms referred to in the contract documents based on the Framework Agreement.

A public sector **“Grant”** involves the provision of subsidy (capital or revenue) funding, by the relevant public sector body, in support of a charitable, or other public benefit, service, which the public body wishes to support, as part of fulfilling its own public benefit remit. A grant is provided on conditions aimed at ensuring the proper application of the grant funds, but not in return for anything.

“HCCM” means the Head of Commercial & Contract Management

“Invitation to Tender” means the document(s) containing the specification, proposed terms and conditions and other appropriate information as issued to the Tenderers to solicit Tenders.

“Officer(s)” means police officers and any member of staff employed by the PCC or CC, other than named references to specific posts.

“PCC” means the Police and Crime Commissioner for Nottinghamshire.

“Procurement Advisor” means the person appointed by the CC to provide advice and support on all procurement matters.

“Procurement Exercise” means any process by which goods, services and/or works are to be procured including but not limited to request for quotations and formal tender processes.

“PCR” means the Public Contracts Regulations 2015, as amended, modified, consolidated, extended, re-enacted or replaced.

“Purchase Order” means a document sent to the supplier or provider defining and authorising the supply of goods, services or works.

A **“Quotation”** is an offer to sell works, goods and/or services at a stated price under specified conditions. A Quote or Quotation may or may not be written.

“Selection Criteria” means the evaluation criteria used to assess Bidders/Tenderers regarding their legal status, economic and financial standing and technical capacity and capability to deliver a specific contract for goods and/or services to the PCC or CC. In a two-stage process, successful Bidders that meet the Selection Criteria may progress to the Award Criteria stage of the process.

“Standard Terms and Conditions” means the relevant standard contractual terms and conditions used by the PCC and the CC, prepared and approved by the legal team (EMPLS) and which should be attached or referenced to Purchase Orders, included in Tender documents and/or included in Contracts.

“Statement of Requirements” means the internal document setting out the goods, services or works proposed to be procured setting out the budget approval, market research, outline specification/requirements and any risks associated with the project.

“Tender” means the formal offer from a Tenderer, which is capable of acceptance by the PCC or CC (as appropriate), which is a response to an Invitation to Tender. It shall include all documents comprising the submission including pricing, technical specification and method statements as well as information about the Tenderer. A written Quote or Quotation is also a Tender.

“Tenderer” or **“Tenderers”** means the organisations invited to participate in a Procurement Exercise.

1. Introduction

- 1.1 These Contract Procedure Rules and Standing Orders for the PCC and the CC are intended as a guide for our suppliers, officers, and staff to help those engaged in buying or providing goods, services and works.

Public procurement is a complex process governed by rules and regulations. The rules and regulations aim to ensure the freedom of opportunity to trade with the CC and/or PCC and that the CC and PCC are open and transparent in the way they do business. This also helps to ensure they achieve value for money, the right balance between quality, performance, and price, when they buy goods, services and works. In doing so they ensure they make the best use of scarce public resources.

It is important to note that wherever there is a relationship between the PCC or the CC and another organisation that can be defined as “a binding agreement for performing, or refraining from performing, some specified act(s) in exchange for lawful consideration”, this constitutes a Contract.

These Contract Procedure Rules and Standing Orders ensure a competitive Procurement Exercise is undertaken, resulting in value for money.

These Contract Procedure Rules and Standing Orders relate to the corporation soles of the PCC and the CC. The PCC’s Scheme of Delegation and Consent sets out details of delegations to PCC staff and consents to the CC entering into CC contracts, to enable procurement of goods, services and works for the Force.

In addition to the statutory duties of the CC (as outlined in the Police Reform and Social Responsibility Act 2011 and Policing Protocol Order 2011), the Scheme of Delegation and Consent detail the activities which the CC is able to act in his/her own name (as a separate legal entity) with the consent of the PCC.

2. Business Code of Conduct

2.1 Purpose

This is the Business Code of Conduct for the PCC, the CC and all staff, officers and agents of the Force or the PCC. The purpose of this section is to advise the minimum standards expected of all staff, officers and agents employed or engaged by the PCC or the CC and to ensure fairness and consistency of approach in line with sound commercial practice.

2.2 Application

All staff, officers and agents employed or engaged by the PCC, or the CC must abide by this code in the conduct of the business of the PCC or the Force.

All staff, officers and agents should regard the code as the basis of best conduct. They should raise any matter of concern of an ethical nature with their line manager, the Head of Commercial and Contract Management (HCCM), the PCC Chief Finance Officer (PCCCFO) or the Chief Executive, irrespective of whether it is addressed in this Code. Staff, officers, and agents should also ensure that they comply with the Anti-Fraud and Corruption requirements in respect of gifts, gratuities and hospitality

as set out within the financial regulations. Any matters arising which are outside the bounds of this Code should be referred immediately to the appropriate line manager.

2.3 Conduct

2.3.1 Staff shall always seek to uphold and enhance the reputation of the PCC, CC and the Force and always act professionally by:

- (i) maintaining the highest possible standard of probity in all commercial relationships, inside and outside the Force;
- (ii) rejecting and reporting any business practice which might reasonably be deemed illegal or improper and never using authority for personal gain;
- (iii) enhancing the proficiency and stature of the Force by acquiring and maintaining current technical knowledge and the highest standards of ethical behaviour;
- (iv) ensuring the highest possible standards of professional competence, including technical and commercial knowledge;
- (v) optimising the use of resources to provide the maximum benefit to the Force; and
- (vi) complying both with the letter and the spirit of:
 - (i) the law (including all legislation and regulation) governing their procurement activity;
 - (ii) this code, procurement policy and procedure, contract standing orders and financial regulations;
 - (iii) guidance on professional advice; and
 - (iv) contractual obligations.

2.3.2 Staff must never allow themselves to be deflected from this code of conduct. Failure to do so may result in disciplinary action. In abiding by this code, the rules set out below must be followed.

Declaration of Interest

2.3.3 Any personal interest which may affect or be seen by others to affect your impartiality in any matter relevant to your duties must be declared.

Managing Conflicts of Interests

2.3.4 The management of conflicts of interest is vitally important in the procurement of goods, services or works and managing them appropriately is paramount to the probity and accountability of PCC or the CC's decision making and will ensure that the principles of transparency, fairness and non-discrimination are upheld.

2.3.5 The PCC or CC must not award a contract where conflicts or potential conflicts exist between the interests involved in commissioning such services and the interests involved in providing them affect, or appear to affect, the integrity of the award of that Contract.

Examples of conflicts of interest include:

- Having a financial interest (e.g. holding shares or options) in a Potential Bidder or any entity involved in any bidding consortium including where such entity is a provider of the goods, services or works, or any employee or officer thereof (Bidder Party);
- Having a financial or any other personal interest in the outcome of the Evaluation Process;
- Being employed by, being on the board or providing services to any Bidder Party;
- Receiving any kind of monetary or non-monetary payment or incentive (including hospitality) from any Bidder Party or its representatives;
- Canvassing or negotiating with any person with a view to entering into any of the arrangements outlined above;
- Having a close family member who falls into any of the categories outlined above;
- Having any other close relationship (current or historical) with any Bidder Party.

Examples of potential conflicts of interest include:

- There is a real possibility that an outside interest will lead an individual to act in a way that is not impartial and independent in carrying out their duties on behalf of the PCC or CC
- There is a real possibility that an outside interest held by a close personal relation, business associate or other person known to an individual will lead an individual to act in a way that is not impartial and independent in carrying out their duties on behalf of the PCC or CC;
- A fair minded and informed observer would conclude that one of the above interests exists and that there was a real possibility that the interest could lead the individual to act in a way that is not impartial or independent in carrying out their duties on behalf of the PCC or CC.

2.3.6 A conflict of interest arises where an individual's ability to exercise judgement or act in a role is, or could be, impaired or otherwise influenced by his or her involvement in another role or relationship. The individual does not need to exploit his or her position or obtain an actual benefit (financial or otherwise). A potential for competing interests and/or a perception of impaired judgment or undue influence can also be a conflict of interest.

Confidentiality and Accuracy of Information

2.3.7 The confidentiality of information received in the course of duty must be respected and must never be used for personal gain. Information given in the course of duty should be accurate, honest and clear.

Competition

2.3.8 The nature and length of Contracts and business relationships with suppliers can vary according to circumstances. These should always be constructed to ensure deliverables and benefits. Arrangements which might in the long term prevent the effective operation of fair competition should be avoided.

Business Gifts

- 2.3.9 Gifts from suppliers other than items of very small or no intrinsic value, such as business diaries or calendars, should not be accepted but should be declined courteously.

Hospitality

- 2.3.10 The recipient should not allow themselves to be influenced, or be perceived by others to have been influenced, in making a business decision as a consequence of hospitality. The frequency and scale of hospitality accepted should be recorded and managed openly with care. It should not be greater than that which the PCC/CC would reciprocate, and which would be acceptable to the public as a good use of public funds.

3. Procurement Policy

3.1 Introduction

- 3.1.1 Procurement policy and procedures are determined and owned by the PCC and compliance with them is required to ensure that the supply of goods, services and works are procured in accordance with applicable law and in the most cost-effective manner. Compliance with the procurement policy and procedures shall also ensure that procurement activity is undertaken in a fair, transparent and consistent manner, ensuring the highest standards of probity and accountability. Procedures define the minimum processes expected of staff engaged in the procurement of goods, services and works on behalf of the PCC and the CC.

3.2 Responsibilities

- 3.2.1 Each officer and member of staff is responsible for ensuring that procurement policy, procedures and contract standing orders are adhered to. The day to day activity of procuring goods, services and works is undertaken by Authorised Officers based on the value, and must be conducted in accordance with the principles and rules of this document and the Joint Financial Regulations and the Scheme of Delegation and Consent.

3.3 Scope

- 3.3.1 All staff, officers and agents employed by the PCC and the CC must abide by procurement policy and procedure set out in this document in the conduct of the business of the Force. Failure to comply may result in disciplinary action. All staff, officers and agents will also seek to ensure acceptance and operation of the procurement policy and procedure among colleagues and stakeholders.

3.4 Procurement Policy

- 3.4.1 The procurement policy of the PCC and the CC are that:
- (i) All procurement activity will be undertaken in a transparent, fair and consistent manner, ensuring the highest standards of probity and accountability.
 - (ii) All procurement will be compliant with good commercial practice and open to continuous improvement and development to ensure value for money.

- (iii) All staff, officers and agents involved in procurement activities will familiarise themselves with the Business Code of Conduct and consideration will be given to circumstances where members of staff would need to be excluded where their position may be compromised.
- (iv) All procurement activity shall comply with applicable law including, but not limited to, UK legislation, regulations, case law and relevant Government guidance.
- (v) All procurement activity will also comply with these Contract Procedure Rules and Standing Orders; Financial Regulations, Financial Rules and Scheme of Delegation.
- (vi) All procurement activity will be ethically, environmentally, and socially responsible with due consideration being given to any economic benefits, sustainability, and regeneration opportunities.
- (vii) All procurement activity shall comply with the PCC/CC's duties under the Equality Act 2010 and shall not discriminate directly or indirectly against any potential service providers on grounds of race, colour, age, nationality, ethnicity, gender, sexual orientation, marital status, religious belief or disability.

3.5 Modern Slavery

3.5.1 Modern Slavery is a crime, and The Modern Slavery Act 2015 was brought in to being to tackle certain issues of modern slavery present in the UK. Modern Slavery consists of:

- Forced Labour
- Debt Bondage/Bonded Labour
- Human Trafficking
- Descent Based Slavery
- Child Slavery
- Forced/Early Marriage

3.5.2 As part of the tendering process, suppliers will be required to comply and ensure that this does not exist within its supply chain.

3.6 Social Value

3.6.1 When proposing to procure or making arrangements for procuring a service contract where the Estimated Total Contract Value exceeds the relevant PCR 2015 FTS Threshold then consideration must be given as to how the Contract might improve the economic, social and environmental wellbeing of Nottinghamshire, as required by the Public Services (Social Value) Act 2012. This duty also relates to goods or services as part of the Light Touch Regime (LTR), where the Estimated Total Contract Value exceeds the Services PCR 2015 FTS Threshold.

3.6.2 The Force must consider in the form of a Social Value appraisal, whilst recognising the principle of Proportionality: a) How, what is proposed to be procured, might improve the economic, social and environmental well-being of the relevant area; b) How, in conducting the process of procurement, it might act with a view to securing that

improvement; and c) Whether to carry out any consultation in relation to the above matters.

4. Procurement Procedures

4.1 Introduction

4.1.1 Procurement procedures provide information on how to procure goods, services and works on behalf of the PCC and the CC. They also define the minimum processes expected of staff, officers and agents engaged in a procurement process and when and where to get further professional advice. Before undertaking any procurement, staff, officers and agents are required to read through these procedures and the associated Business Code of Conduct and procurement policy.

4.2 Procedures

4.2.1 The PCR set out the requirements that must be followed for a public procurement including: the management of Tenderers, advertising opportunities and notifying of awards, reporting, and amendments to Contracts.

4.2.2 While a number of the PCRs only apply to procurements above the relevant mandated thresholds, the key principles (of transparency, proportionality, non-discrimination and equality of treatment) established by the PCRs are to be applied to all procurement activities regardless of their value.

4.2.3 There are a number of routes through which goods, services and works can be procured, depending on the nature and value of spend. Procurement can also be carried out through Framework Agreements. These are National, Regional or local that can be used to buy directly from a supplier or by conducting a further competition exercise where there is more than one supplier.

4.2.4 These procedures cover all of these procurement routes and set out the rules that apply and the staff, officers and agents that have to be involved in the process. They also cover how to deal with exceptions, this is when the rules may not apply.

4.2.5 Once a procurement has begun, these procedures will also set out rules for how to manage the process including dealing with late Tenders, evaluation of Tenders, variations to contracts and the documents and records that need to be maintained.

4.2.6 Should these procedures not appear to provide the appropriate mechanisms at any stage of the procurement process, advice must be sought from line management or the Force Commercial Team before proceeding further. Information contained within the procedures refers to both procurement activity involving a Tender process and to PCC and CC Contracts, regardless of how they were entered into.

4.2.7 Further advice on these procedures and any aspects of the procurement process can also be provided from the Force Commercial Team and the PCC CFO.

5. Procurement Routes

5.1 Introduction

- 5.1.1 There are a number of different routes through which procurement may take place. This section of the procedures provides instruction on how to identify the most appropriate procurement route. A procurement procedure flow chart is set out below (see 5.4 Procurement Procedure Flowchart). This has been developed to identify which procurement route should be followed based on the Framework Agreements/collaborative Contracts (if any) available and accessible, together with the estimated total contract value. Once the most appropriate procurement route has been identified, the relevant section of this document will explain the detailed procurement procedure.
- 5.1.2 While the procurement route is primarily determined by the whole life value consideration needs to be given to the risk, complexity and profile of a particular requirement as this could influence the route to market and the terms and conditions that are applied to a Contract.

5.2 Principles of Good Procurement

5.2.1 The key principles of good procurement are:

- **Transparency:** Making commissioning intent clear to the marketplace. Including the use of sufficient and appropriate advertising of Tenders, transparency in making decisions (including decisions not to Tender), and the declaration and separation of conflicts of interest;
- **Proportionality:** Making procurement processes proportionate to the value, complexity and risk of the goods, services or works contracted, and critically not excluding potential providers through overly bureaucratic or burdensome procedures;
- **Non-discrimination:** Having specifications that do not favour one or more providers. Ensuring consistency of procurement rules, transparency on timescale and criteria for shortlist and award; and
- **Equality of treatment:** Ensuring that all providers and sectors have equal opportunity to compete where appropriate; that financial and due diligence checks apply equally and are proportionate; and that pricing and payment regimes are transparent and fair.

5.3 UK Public Procurement Thresholds

5.3.1 The thresholds for application of certain aspects of the PCRs is set by the UK Cabinet Office on a bi-annual basis and is inclusive of VAT, current thresholds are detailed in Appendix B.

5.4 Procurement Procedure Flowchart

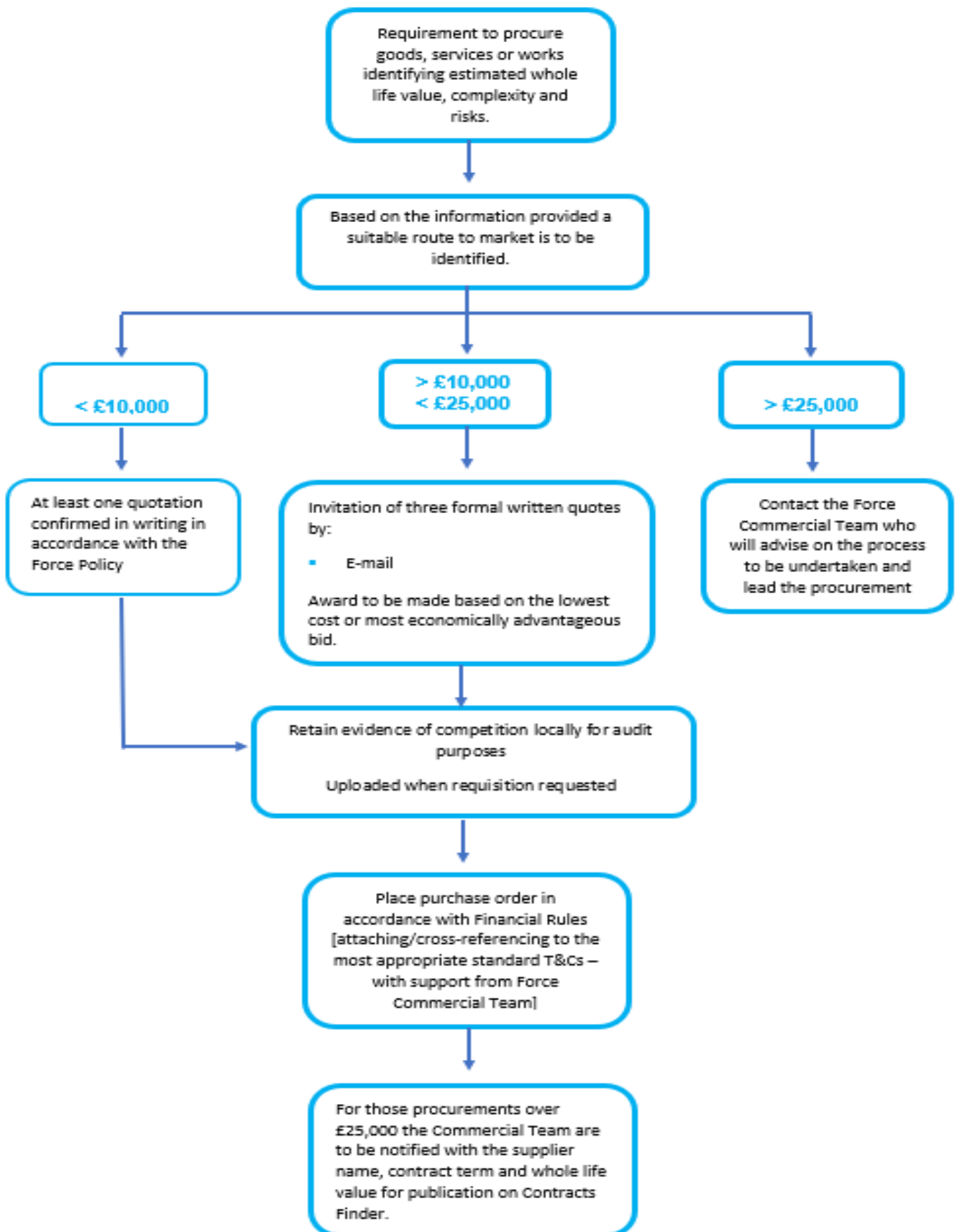
5.4.1 The flowchart below will help to determine the minimum requirements that need to be undertaken. Consideration should be given to all accessible Framework Agreements and or collaborative contracts (where applicable).

What is the total estimated contract value?

- 5.4.2 Where the contract period is fixed the Estimated Value shall be calculated on cost per annum x Contract term, including extension options. Whereby a contract period is unknown, a nominal period of 48 months shall be applied to the calculation. The Contract term should be based upon a minimum of 4 years unless there is a justified business reason for a shorter term.
- 5.4.3 Where the Contract is based upon demand, the Contract value should be calculated on a forecast applying market intelligence and previous activity where available.
- 5.4.4 If you are aware of a frequent need, look to aggregate your requirements and calculate the contract value based upon the aggregated need.

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Procurement Procedure Flowchart



5.5 Procuring Through Frameworks

- 5.5.1 A Framework Agreement is an agreement with one, or more suppliers that sets out terms and conditions that purchases can be made throughout the life of the agreement.
- 5.5.2 If the goods, services or works to be procured are available under a valid Framework Agreement (whether national, regional, or local) and this represents value for money, that Framework Agreement should be used. For some goods, works and services national arrangements are mandated by Central Government.
- 5.5.3 The Procuring Officer must consult with the Force Commercial Team to ascertain whether a framework should be used.
- 5.5.4 Valid Framework Agreements are compliant with UK Government Public Procurement legislation and while they offer benefits, it is necessary to ensure that they are suitable in being able to meet the requirements. Prior to utilising any framework, it is essential to establish whether the framework is accessible to the PCC/CC and whether the terms of the framework are deemed appropriate as well as ensuring that any budgetary limits on the procurement has/will not be exceeded as a result of awarding a Contract under the framework.

5.6 Competitive Procurement

- 5.6.1 Where there is no Framework Agreement available or a framework is not identified as the preferred route to market, it will be necessary to go through a new procurement process. The rules to follow depend on the amount of money that is likely to be spent and this must be based on the total whole life estimated value of the Contract, including any extension options.

5.7 Procurements £10,000 or Below

- 5.7.1 A minimum of one written quotation (local where appropriate) must be obtained either by e-mail or from a catalogue or price list. A quotation may be initially requested by telephone but the supplier must then be asked to follow this up in writing by either of the above methods (the quotation must be attached to the requisition) prior to a purchase order being authorised by the budget holder and issued. Should the minimum of one quotation be used, particular care should be given to ensure compliance with Procurement Policy and the Business Code of Conduct. The issue of an official purchase order to the supplier ensures the purchase is made against the appropriate PCC/Force Standard Terms and Conditions. It will be PCC/Force Standard Terms and Conditions that are to be used, unless alternative terms and conditions have been agreed by the HCCM.

5.8 Procurement Over £10,000 and Under £25,000

- 5.8.1 The Departmental Procurement Lead must seek a minimum of three formal written quotations (two local where appropriate) in writing by email. The number of organisations invited to submit quotes or otherwise offer to supply must be sufficient to demonstrate that genuine market forces are employed to maximise value for money. This should either be on the basis of lowest cost or the most economically advantageous Tender.

- 5.8.2 Irrespective of the complexity of the requirement quoted on, care must be taken to ensure all potential suppliers are treated fairly. Each supplier is to be assessed using a pre-determined evaluation model which is to be appropriate and proportionate to the requirement. The evaluation should assess the quality and whole life cost of the offer, if possible, against the specification. A requisition (with attached successful quotation) should be raised, and an official purchase order number must be issued to the supplier to authorise the purchase and ensure the procurement is in accordance with the appropriate Standard Terms and Conditions. It will be PCC/Force Standard Terms and Conditions that are to be used, unless alternative terms and conditions have been agreed by the HCCM.
- 5.8.3 The quotations should be retained within the Department undertaking the procurement activity for audit purposes together with a record of the details of the quotation exercise, in accordance with the PCC requirements or the Force's Document Retention Policy, as appropriate as per see 6.18. The details recorded should include the number and details of quotations received together with a summary of the evaluation and award decision made.
- 5.8.4 The Force Commercial Team can offer advice and guidance on specifying your requirements, invitation to quote documents, evaluation models, award procedures and protocol involved in debriefing suppliers.

5.9 Procurement Over £25,000 and under the Find a Tender Service Threshold – Undertaken by the Force Commercial Team

- 5.9.1 Where the total value of Contract is estimated to be £25,000 or above over the whole duration of the Contract (including any extensions) but less than the relevant FTS threshold, the procurement process must be managed by the Force Commercial Team. The Commercial Procurement Lead will seek to obtain a minimum of four formal written Quotations (two local suppliers, where appropriate) under appropriate Force terms and conditions. The Commercial Procurement Lead will formulate a Procurement Strategy for the procurement which will be based on a Statement of Requirement obtained from the originator or budget holder. The evaluation models, matrices and other tools used to evaluate the Quotations will be determined and agreed with stakeholders or project members as part of the Procurement Strategy, prior to issue and receipt of Quotations.
- 5.9.2 Where a **Single Stage Invitation to Tender** is being used (due to having little or no market knowledge) an advertisement will be placed on Contracts Finder by the Commercial Procurement Lead in accordance with Clause 6.6.1 and expressions of interest invited from organisations who wish to receive Tender documents. All organisations expressing an interest are sent an Invitation to Tender within the timescales set out in the Tender documents in compliance with applicable public procurement law. Such Tenders shall include elements to assess their ability to meet financial requirements in addition to specific areas of technical ability relevant to the Contract.
- 5.9.3 As part of a Single Stage Invitation to Tender, it is expected that all organisations who receive the Tender documents will be required to meet the minimum requirements expected to do business with the PCC/Force to meet the requirements.
- 5.9.4 All Contracts awarded over £25,000 must be published on Contracts Finder.

- 5.9.5 **Select Tender lists** may be drawn up where it can be satisfactorily demonstrated that the number of competitive Tenders that could be received is limited. Such lists will be formulated and maintained by the Commercial Team and reviewed on (at least) an annual basis. However, there is a mandate to comply with the spirit of Public Procurement law particularly the key principles of transparency, proportionality, non-discrimination and equality of treatment.
- 5.9.6 Having identified the organisations from whom Tenders would be considered, the organisations shall be invited to express their desire to receive a Tender by requiring them to respond to an appropriate brief.
- 5.9.7 The use of **further competition** exercises will be adopted where pre-tendered valid **Framework** arrangements exist. This involves identifying organisations that are able to meet the requirement from those who have been pre-tendered and pre-qualified. The further competition exercise is a leaner process due to the supplier already having gone through a Tender process to be awarded a place on the framework, and the evaluation criteria is dictated by the framework call off mechanism which concentrate on the price and service/goods/works delivery elements of the requirement.
- 5.9.8 The PCR set out outline the criteria that allows for direct awards to be made under multi-supplier Framework Agreements. The Framework Agreement will state the terms applicable to calling off without reopening competition.
- 5.9.9 The Commercial Team will utilise a suitable framework if it is considered to offer value for money, prior to undertaking an independent Procurement Exercise.

5.10 Procurement Above Find a Tender Service (FTS) Threshold

- 5.10.1 In accordance with clause 5.6 a Framework will be utilised in the first instance, if considered to be commercially suitable, in preference to any other route to procurement.
- 5.10.2 When procuring goods, services or works, the PCC and the CC will ensure that it complies with UK Public Procurement Law, including the PCR taking account of any Procurement Policy Notes (PPNs) published by the Cabinet Office, to the extent that these are applicable to the goods, services or works being procured.
- 5.10.3 The PCR apply where the value of the Contract for the goods, services or works, has an estimated full-life value above the relevant financial threshold (see 5.3 above) set by government.
- 5.10.4 For “Light Touch” Contracts (which are Contracts for certain types of health, social and other services listed as Schedule 3 of the PCR), a higher financial threshold applies.
- 5.10.5 The obligations applicable to Contracts which fall within the remit of the PCR and with which the PCC and the CC will ensure it complies include:
- treating providers equally and in a non-discriminatory way;
 - acting transparently (including the duty to advertise a Contract Notice or Prior Information Notice (PIN) on FTS and Contracts Finder)

- complying with the rules on technical specifications, including that these do not favour particular providers or present unjustified obstacles to competition;
- the provision of statistical and other reports.

Failure to comply with PCRs can have serious consequences and result in sanctions for the PCC and/or the CC.

5.10.6 When procuring goods, services or works with a value above the relevant financial threshold specified, there are different types of procurement procedures that can be selected such as the **Open, Restricted Procedure** and **Competitive Dialogue Procedure**. In most cases, the procurement will involve the Open or Restricted Procedure

i) **Open – Single Stage Tenders** allows any organisation to respond to the advertised Contract Notice, request and download the procurement documents and submit a Tender. All Tenders are to be evaluated in accordance with the methodology and criteria that is set out within the procurement documents.

ii) **Restricted - Two Stage Tenders** require that **expressions of interest** are invited from the market through advertisement in accordance with Clause 6.6.1. On receipt of expressions of interest a **Selection Questionnaire (SQ)** will be forwarded to the interested organisations and these, when completed, shall be assessed to determine the most appropriate organisations from whom Tenders shall be invited. Tenders will be invited from those organisations who meet the minimum selection criteria and have been down selected based upon suitability, capability, legal status and financial standing and technical and professional ability. The selection process shall always be predetermined.

5.10.7 When calculating the value of a Contract to ascertain whether the relevant financial threshold has been met, the PCR require that consideration is given to “aggregation of demand”. This is calculated as the total estimated annual expenditure multiplied by the total number of years for which a Contract would be in place, including any extension options. Where the total number is not ascertainable, the value is calculated on the assumption that the Contract will last for four years.

5.10.8 The PCR are clear that deliberate attempts to reduce, avoid or misrepresent the total value of the Contract or to otherwise circumvent the provisions of the PCR would be a breach of PCR/public procurement law.

5.10.9 The timescales for tendering under the PCR are prescriptive and may generally be longer than a non-FTS Tender. Failure to leave sufficient time to complete the tendering process is legislatively not an acceptable reason for avoidance of the PCR. (See Appendix A for minimum timelines prescribed by the PCRs).

6. Procurement Process

6.1 Introduction

6.1.1 This section of the procedures sets out the different processes involved in undertaking a procurement once the procurement route has been determined. It also sets out how to manage the process when procedures have not been followed, for example dealing with late Tenders or missing information.

6.2 Steps Prior to Purchase

- 6.2.1 No Contract for the execution of works or for the supply of goods or services shall be made unless budgetary provision has been made in annual revenue or capital estimates approved by the PCC or any variance in accordance with the Financial Regulations.
- 6.2.2 The Procurement/Project Lead must assess the requirement, in a manner commensurate with its complexity and value, by:
- (i) appraising the need for the expenditure and its priority;
 - (ii) defining the objectives of the purchase;
 - (iii) assessing the types of risks associated with the purchase and how to manage them;
 - (iv) confirming that there is delegated approval for the expenditure and the purchase accords with the approved policy framework and scheme of delegation;
 - (v) if the total value of the proposed expenditure is estimated to be below £25,000, actioning the procurement in accordance with the procurement routes stipulated in clause 5.7 and 5.8 in the Procurement Procedures Section of this document;
 - (vi) if the total value of the proposed expenditure is estimated to be £25,000 or above, then a Statement of Requirement will need completing and forwarding to the Commercial Team. The requestor will need to ensure a budget provision exists, and this will be verified with Finance by the Commercial Team.

6.3 Pre-Tender Market Research and Consultation

- 6.3.1 The Commercial/Departmental Procurement Lead responsible for the purchase:
- (i) may consult potential suppliers prior to the issue of the Invitation to Tender/ Quotation in general terms about the nature, level and standard of the supply, indicative prices, Contract packaging and other relevant matters, provided this does not prejudice any potential Bidder/Tenderer or put any potential Bidder/Tenderer at an advantage and is in compliance with the applicable procurement law;
 - (ii) may seek or accept advice on the preparation of an Invitation to Tender or Quotation from anyone, but not if the advice given may prejudice the equal treatment of all potential suppliers or distort competition.

6.4 Statement of Requirements and Specifications

- 6.4.1 Specifications and standards are used to describe the requirement and this information will be obtained when a Statement of Requirement is agreed between the EP and the budget holder or project leader.

- 6.4.2 A Statement of Requirement (see Appendix C) is required to commence the procurement process (for procurements above £25,000), this is to include budget confirmation, background to the requirement, an initial draft specification and consideration of risks.
- 6.4.3 The EP will provide as much assistance as possible to budget holders and project managers to enable them to identify and express their requirements so that the market can respond appropriately.
- 6.4.4 The completed Statement of Requirements will then be entered into the Contract Management System for procurement action, including the formulation of a procurement strategy, if appropriate.
- 6.4.5 Although the budget holder or project leader is responsible for identifying and owning the specification, the Commercial Procurement Lead will utilise their skills, knowledge of the market and experience in assisting compiling the specification to aid identification and expression of the requirement and to ensure it is contractually enforceable.
- 6.4.6 The Commercial Procurement Lead in conjunction with the budget holder/service lead must ascertain what are the relevant British, or international standards which apply to the subject matter of the Contract. If applicable, the Commercial Procurement Lead must include those standards or equivalent which are necessary to define the required quality, allowing for equivalent standards.

6.5 Exceptions to Normal Procedures/Single Tender Approval

- 6.5.1 ALL Exceptions that exceed £10,000 in value must be authorised prior to the procurement of goods, services or works. For such Contracts the budget holder or Head of Department must complete an Exception Request form as detailed at Appendix D or E (depending on monetary value) and submit it for approval to the Commercial Team. An Exception should only be used in very exceptional circumstances.
- 6.5.2 Any proposed extension to a Contract, where there is no extension option provided for in the terms of the current Contract, must be treated as an Exception to normal procedures, requiring the approval of an Exception. For the purposes of the Exception, the value of such an extension is the total value of the current Contract plus the value of the proposed extension.
- 6.5.3 Exceptions to normal procurement procedures may expose the PCC and/or the CC to commercial and legal risk. Where these are undertaken without an authorised prior Exception, this could increase the commercial/legal risk, will be treated as breaches of Contract Standing Orders and may be subject to disciplinary action.
- 6.5.4 The fact that an Exception is approved may not remove any commercial/legal risk. It is an acknowledgement/acceptance of any relevant risk. It does not make a non-compliant procurement compliant.
- 6.5.5 The PCC or its authorised delegates will only consider requests for Exceptions to normal procedures under the following circumstances:

- (i) **urgency reasons** - the Contract is required as a matter of extreme urgency and this is due to circumstances outside the control of the PCC or the CC. **This does not include circumstances brought about by the lack of internal planning.**
- (ii) **product reasons** – where there are strong compatibility issues relating to the goods, services or works that the PCC or the CC already uses and it would be uneconomic to consider alternative solutions.
- (iii) **limited supplier** – where there is only one supplier of a particular product or service. This may arise, for example, if ownership of the relevant Intellectual Property Rights excludes all other potential suppliers.

6.5.6 A report of all Exceptions approved over £10,000, is provided by Commercial and Contract Management Team for the PCC and CC CFO's to scrutinise on a quarterly basis and will be presented to the Accountability Board.

6.6 Advertising and Assessing Potential Bidders

6.6.1 Commercial Procurement Leads shall ensure that proposed Contracts with an estimated value of £25,000 or more (where required) as a minimum are advertised on Contracts Finder and will look to reach the widest possible audience of proposed Bidders. The method of further advertising will depend on the type of procurement and the procurement strategy using at least one or more of the following examples:

- (i) The PCC or Force website
- (ii) Bluelight Procurement Database
- (iii) The FTS (if the procurement is above the relevant threshold)

6.6.2 Commercial/Departmental Procurement Leads are responsible for ensuring that all Bidders for a Contract are suitably evaluated. For Contracts of £25,000 or above, where a formal process undertaken by the Commercial Team shall take place, the assessment process shall establish that the potential Bidders adequately meet selection criteria in the following areas:

- (i) The Legal capacity to Contract
- (ii) The required level of financial standing; and
- (ii) The technical ability and capacity to fulfil the requirements of the PCC or the CC.

6.6.3 Where the value is £25,000 or above but below the relevant FTS threshold, Quotations are to be obtained by selecting organisations using the following Procurement routes, where the suppliers have already been satisfactorily evaluated against minimum/selection criteria using a formal procurement process:

- (i) A suitable Framework with single or multiple suppliers; or
- (ii) Obtaining formal Quotations in accordance with clause 7.5

- (iii) where this is no suitable Framework and the Force is unfamiliar with the market, the requirement is to be advertised as part of a formal procurement process.

6.6.4 For all procurements above the relevant FTS threshold, where a Bidder is a subsidiary within a group, the soundness of the group will be considered together with the appropriateness of obtaining a bond or a 'guarantee' from the parent company.

6.6.5 For all Contracts advertised above the relevant FTS threshold that are two stage Tenders, Invitations to Tender will be sent to not less than the minimum number of the Bidders who meet the selection criteria as stated in the Contract Notice. If less than the specified number of Bidders meet the selection criteria, then the Tender will be sent to all the Bidders who do meet the selection criteria.

6.7 Framework Agreements

6.7.1 Each Framework Agreement will be assessed for the value for money it offers and suitability in terms of Contract terms and goods/services/works delivery.

6.7.2 A Framework will be used in the first instance, if judged to be suitable and best value for money, prior to conducting any Tender process for a Contract with a value of £25,000 or more.

6.7.3 For procurements of less than £25,000, budget holders should seek advice from the EP prior to utilising a Framework Agreement.

6.7.4 Contracts based on Framework Agreements may be awarded directly if the terms laid down in the Framework Agreement permit direct call-off. Where the terms stipulate a further competition should be held then these will be conducted in accordance with the procedure set out in the Framework Agreement and applicable law.

6.8 Collaborative Contracts

6.8.1 Collaborative arrangements for the provision of goods, services or works are subject to UK public procurement law and should follow these Procurement Procedures.

6.8.2 Where a procurement is led by another Contracting Authority on behalf of the PCC or CC, the invitation, submission, opening and acceptance of those Tenders shall comply with the provisions of the Contract Standing Orders of that Contracting Authority.

6.8.3 The HCCM should ensure that any procurement led by another Contracting Authority is compliant with UK public procurement law and not materially inconsistent with the terms of these Procurement Procedures.

6.9 Invitations to Tender/Quotation

6.9.1 The Invitation to Tender shall state that no Tender will be considered unless it is received by the date and time stipulated in the Invitation to Tender. No Tender delivered in contravention of this clause shall be considered other than in accordance with the rules for submission of Tenders.

6.9.2 All Invitations to Tender shall include the following:

- a) a specification that describes the PCC or the CC requirements in sufficient detail to enable the submission of competitive offers.
- b) (i) a price schedule with the facility for the Tenderer to submit prices and/or variant Tenders for consideration, if appropriate.

(ii) a tender response document to allow suppliers to describe how they are going to meet the specified requirements
- c) a requirement for Tenderers to declare that the Tender content including price has not been disclosed by the Tenderer to any other party (except where such a disclosure is made in confidence for a necessary purpose, for example a Tender submitted by a Consortium).
- d) a requirement for Tenderers to complete fully and sign all Tender documents including a Form of Tender and certificates relating to canvassing and non-collusion, and conflict of interest.
- e) notification that Tenders are submitted to the PCC or the CC on the basis that they are compiled at the Tenderer's expense.
- f) a definition of the Selection and Award Criteria being applied that details all weightings for criteria.
- g) notification that no Tender will be considered unless it is in accordance with the "Instructions to Tenderer".
- h) a stipulation that any Tender submitted must be made electronically using the approved electronic Tender system and no other means will be considered, unless they comply with the rules on Tender submission.
- i) the method by which any areas requiring clarification in the submitted Tenders are to be dealt with, as defined in Clause 6.15.
- j) the Terms and Conditions that will apply to any subsequent Contract awarded are those either provided by or approved by EMPLS.
- k) a stipulation that the PCC or the CC is not bound to accept any Tender or award any Contract.
- l) a statement stating that all Bidders invited to Tender or quote will be issued with the same information at the same time and subject to the same conditions. Any supplementary information will be given on the same basis.

6.10 Receipt, Custody and Opening of Tenders

- 6.10.1 Tenderers must be given an adequate period in which to prepare and submit their Quotation or Tender, consistent with the complexity of the Contract requirement. This should normally be no less than 15 days. For Contracts valued above the relevant Tender threshold and being conducted using a PCR/FTS Tender procedure, specific minimum time periods for the receipt of Tenders must be adhered to (see Appendix A).

6.10.2 Tenders shall be submitted electronically using the e-tendering system utilised by the Force. Tenderers shall be notified accordingly. No Tender will be considered unless it is submitted electronically by the requested route, unless a failure of the system prohibits its use.

6.10.3 The HCCM shall be responsible for the safekeeping of Tenders which will be held in the electronic Tender system, until the appointed time of opening. The electronic tendering system as part of its functionality will:

- (i) suitably record and verify the date and precise time it was received; and
- (ii) adequately protect immediately on receipt and guard against amendment of its contents.

6.10.4 The electronic tendering system does not permit the Tenders to be viewed or amended until they have been opened and verified electronically by a nominated Officer from the Force. Verification cannot take place until after the closing date and time.

6.10.5 The names of Tenderers must not be disclosed to any member of staff, officer or agent not involved in the procurement process.

6.11 Late Tenders

6.11.1 Tenders that have been received following the closing time and date may only be considered under the following circumstances; where it can be proven beyond any reasonable doubt that, if received:

- (i) electronically, the Tender was uploaded before the closing date and time and that due to technical difficulties was unavailable; or
- (ii) there is evidence that the Tenderer has made appropriate arrangements for the electronic delivery of the Tender before the closing date and time and had a justifiable technical reason for not submitting their response electronically before the deadline

6.11.2 The decision to accept or reject a late Tender will be taken by the HCCM.

6.11.3 Any late Tender received that satisfies the conditions above will be treated as a 'late Tender' and shall be accepted and opened in accordance with 6.11.2.

6.12 Clarification to Tenders

6.12.1 Where it is suspected that there has been an error in a Tender and following the closing date for receipt of Tenders but before acceptance of any Tender, discussions may take place with Tenderers in accordance with the 56(4) of the PCR:

Regulation 56(4) states

Where documentation or information appears to be incomplete or erroneous, or where specific documents are missing Tenderers may be requested to submit,

supplement, clarify or complete the relevant information or documentation within an appropriate time limit.

- 6.12.2 A written note of any such discussions must be made to record the suspected error, date, time, detail of the discussion and any agreement reached.
- 6.12.3 All such discussions must be compliant with the principles of transparency, fairness and non-discrimination and should not put any Tenderer at an advantage over other Tenderers.
- 6.12.4 Any changes which alter the final costs must be supported by documentation confirming the change from the organisation who submitted the Tender.

6.13 Evaluation of Tenders and Quotations

- 6.13.1 For Contracts above £10,000 but below £25,000 in value, the Departmental Procurement Lead must define award methodology and evaluation criteria that are appropriate to the purchase to secure an outcome giving Value for Money for the PCC or the CC. The basic criteria shall be:
- (i) 'lowest price' where payment is to be made by the PCC or the CC;
 - (ii) 'higher price' where payment is to be received rather than where a Contract is for the purchase of goods and services, or
 - (iii) 'most advantageous', where criteria other than price also apply
- 6.13.2 For Contracts with a value of £25,000 or above, the Commercial Procurement Lead through discussion with the project/budget lead will define the award methodology and evaluation criteria as part of the procurement strategy. These will be stipulated in the Request for Quotation/Invitation to Tender document issued to suppliers and will include all relevant weightings that apply.
- 6.13.3 Where criteria other than price apply, all relevant evaluation criteria will be set to achieve the most economically advantageous Tender (MEAT) whilst satisfying the requirement and will be a combination of price and service delivery factors. All offers received will be evaluated against the defined Award Criteria.
- 6.13.4 MEAT evaluation criteria considers a range of whole life factors and will be defined and some examples of factors are:
- (i) price;
 - (ii) delivery time;
 - (iii) training;
 - (iv) service delivery considerations;
 - (v) support and maintenance;
 - (vi) methodology,;
 - (vii) skill;
 - (viii) sustainability and social value;
 - (ix) implementation.
- 6.13.5 The Tender evaluation team will have an appropriate governance structure with chair and be convened from members of the project team to encompass appropriate

stakeholders with skills to consider Tenders meaningfully. Evaluation teams will generally consist of at least the following representatives:

- (i) procurement;
- (ii) technical;
- (iii) specialist(s) (e.g. Information Security Officer, HR etc.) and/or
- (iv) end users

6.13.6 All members of the evaluation panel should participate in all evaluation activity except where an expert adviser is only required to evaluate a particular part of the Tenders. Panel members should familiarise themselves with the Business Code of Conduct, in particular the section on declarations of interest.

6.13.7 All members of the evaluation panel, including staff, officers and agents will be required to sign a conflict of interest form prior to the commencement of any evaluation.

6.13.8 The Regulation 69 of the PCR places a statutory duty to investigate any apparently abnormally low Tender. In the first instance any suspicions of an abnormally low Tender should be referred to the Head of Commercial/Procurement Services.

6.14 Tender Award Recommendation Report

6.14.1 All Tenders undertaken by the Commercial Team will require the completion of a Tender Award Recommendation Report, by the responsible Commercial Procurement Lead, in order to conform with internal governance.

6.14.2 For all Contracts where the total value is £25,000 or above, a formal Tender Award Recommendation Report shall be prepared by the Commercial Procurement Lead for the attention of the Authorising Officer. The report should detail the procurement route and compliance, scoring methodology used, the Tender scores, identify the winning Tenderer, and the justification for the winning Tender (lowest price or most economically advantageous Tender).

6.14.3 The recommendation report will be signed in the following order:

- The Commercial Procurement Lead,
- The Project/Budget Lead as the person who has compiled and approved the specification,
- The Business Partner to approve the budgetary expenditure
- The CC's CFO of Nottinghamshire Police for CC procurements below the relevant [FTS] threshold,
- The PCC's CFO for CC procurements above the relevant [FTS] threshold, and for all PCC procurements.

6.14.4 A PCC Decision Record is required for all procurements above the relevant Tender thresholds, detailed in Appendix B.

6.15 Award of Contract and Debriefing Tenderers

6.15.1 The confidentiality of Quotations, Tenders and the identity of Tenderers must be preserved at all times and information about one Tenderer's response must not be given to another Tenderer.

- 6.15.2 Tenders must be evaluated and Contracts awarded in accordance with the Selection and Award Criteria. If arithmetical errors are found in a Tender they should be notified to the Tenderer (as per section 6.12 above), who should be requested to clarify or withdraw their Tender.
- 6.15.3 Commercial/Departmental Procurement Leads may accept Quotations and Tenders received in respect of proposed Contracts, provided they have been sought and evaluated fully in accordance with these contract procedure rules.
- 6.15.4 Where provision has been made within the annual budget or formally approved capital programme, a Tender may be accepted if it is within the estimate. Where a Tender exceeds the budgeted or approved amount then the appropriate Finance Business Partner must be consulted.
- 6.15.5 Where the Total Value is £25,000 or more, a member of the Commercial Team will notify and debrief all Tenderers simultaneously and as soon as possible of the intention to award the Contract to the successful Tenderer.
- 6.15.6 For all Contracts subject to the PCR, the Commercial Procurement Lead will ensure compliance with enhanced notice requirements under the standstill rules. Failure to comply with the PCR can result in various penalties (including a declaration of ineffectiveness in respect of the awarded Contract).
- 6.15.7 For all Contracts subject to the PCR, there is a requirement to issue an “Award Decision Notice” to all unsuccessful Bidders. This has to be done as soon as possible after making the decision and by the most rapid means possible. The notice must contain:
- (i) the score of the recipient against the Award Criteria used;
 - (ii) the name of the successful bidder and their score;
 - (iii) reasons for the decision, including the characteristics and relative advantages of the successful Tender;
 - (iv) if the Tender was not held to be compliant with any technical specification, the reasons for that decision;
 - (v) a precise statement of when the standstill period starts and ends, including how it may be affected by any “contingencies” (e.g. clarification requests from Tenderers or formal legal challenges);
 - (vi) the date after which the Contract may be entered into.
- 6.15.8 If the decision is formally challenged by an unsuccessful Tenderer then the Commercial Procurement Lead shall not award the Contract and shall immediately seek the advice of the HCCM.
- 6.15.9 Where the outcome of the Tender exercise exceeds the allocated budget no formal award will be made to the successful Tenderer until written authorisation has been obtained for the total value of the Contract in accordance with the Contract Authorisation Limits stipulated in the Standing Orders.
- 6.15.10 Under no circumstances, must a letter of intent be communicated to any Tenderer prior to the formal award of Contract without prior legal advice.

6.15.11 All Contract awards above £25,000 are to be published on the Contracts Finder website. This shall be published by the Commercial Procurement Lead, following the award and execution of Contract.

6.15.12 Where a contract award notice is required to be published on the UK's e-notification system, Find a Tender Service, this must be done prior to publication via any other format.

6.16 Cancellations, Variations, Extensions or Termination of Contracts

6.16.1 Other than at the expiry of an agreed term, no Contracts shall be terminated or cancelled without considering as to whether such action is in accordance with contractual terms and conditions. Any cancellation or termination must be made formally in writing in accordance with the terms of the Contract (including any specified period of notice).

6.16.2 Where there is a wish to cancel or terminate Contracts prior to their "natural" expiry or to utilise a Contract term which allows for early termination other than by way of breach, advice must be taken from the Commercial Team, who may in turn take appropriate legal advice depending on the reason for the request. Under no circumstances should employees verbally instruct suppliers or others engaged on behalf of contracted suppliers that their services or goods are no longer required. Inappropriate cancellation or termination of Contracts may result in legal action and subsequent costs being borne by the PCC or the CC.

6.16.3 The grounds for varying a Contract without triggering a new procurement are set out in Regulation 72 of the PCR. If a request is made for a variation to Contract, the value of the variation must be considered in line with the total Contract value of the Contract, the value specified in any original Advertisement or Tender documentation (especially any FTS notice) and/or whether the variation is a material change to the scope of goods/services/works specified in the Contract, Advertisement and/or Tender documentation. If the aggregated value exceeds the authority level of the original Contract signatory, then appropriate authorisation should be sought prior to issue of the variation to Contract.

6.16.4 The EP will utilise the data held in the Contracts Management System and conduct a formal review with the budget holder at an appropriate time prior to the expiry of any Contract. If there are options within the terms to extend the Contract, then subject to satisfactory performance by the supplier and agreement from the budget holder, the Contract will be extended with the supplier in accordance with the terms of the Contract by the Commercial Team after exploring any cost reduction opportunities. Where there are no further extension options available then the Contract may be terminated by the Commercial Team and any subsequent Contract will be let in accordance with these Contract Procedure Rules and Standing Orders, unless the Contract may be extended as a permitted Exception in line with the Exception requirements set out in Clause 6.5.

6.17 Document Retention and Record Keeping

6.17.1 All documentation relating to Contracts should be retained in accordance with the PCC requirements or the Force's Document Retention Policy, as appropriate.

- 6.17.2 All amounts quoted throughout this document are inclusive of VAT. Where the Contract Value is **less than £10,000** it is advisable to keep basic records. As a minimum, records must be maintained of any Quotations received and the award made with the quotation attached to the requisition raised.
- 6.17.3 Where the Total Value is **between £10,000 and £25,000**, the following records must be kept in an easily accessible electronic format in accordance with Clause 6.19.5:
- (i) invitation to quote and Quotations from the successful and unsuccessful Applicants;
 - (ii) any Exceptions and the reason for them;
 - (iii) the [minimum requirements, award criteria], evaluation criteria and methodology applied to the [minimum requirements and] award decision;
 - (iv) written records of communications with the successful supplier or an electronic record if a written record of the transaction would normally not be produced.
- 6.17.4 Where the Contract Value is **£25,000 or above**, the Commercial Team will manage and conduct the full procurement process on behalf of the PCC or the CC and will take responsibility for formally recording and retaining all documents relating to the process in accordance with 6.17.5.
- 6.17.5 The Document Retention Policy stipulates that records in relation to:
- (a) Contracts signed under hand must be kept for six years after the end of the Contract;
 - (b) Contracts signed under seal and deeds, must be kept for twelve years after the end of the Contract or deed.
 - (c) Standard Selection Questionnaires and Invitation to Tender of unsuccessful Bidder will be retained for 12 months from the commencement date of Contract awarded to the successful Tenderer.
- 6.17.6 The Commercial Team shall maintain a register of all Contracts within the Contracts Management System, let on behalf of the PCC or the CC and will provide reports for the PCC or the CC as appropriate.
- 6.17.7 The content and frequency of the reports referenced in clause 6.17.6 will be agreed with the Chief Executive or CC as appropriate.

6.18 Freedom of Information

- 6.18.1 Information may be requested at any time on any process managed by the Commercial Team. Where information, for example, Tender responses must be retained, they should be kept in a manner that ensures they are secure and accessible at a later date.
- 6.18.2 Generally almost all of the content of a Tender will be considered commercially sensitive by a prospective supplier. This does not ensure that all the information the supplier would rather have kept in confidence, is not ultimately released.

6.18.3 Appropriate steps will be taken (where appropriate) to enquire with prospective suppliers, as to the information they feel should be exempt from release and the FOI legislation allows for certain exemptions, although the decision as to potential release rests with the PCC or CC and the FOI team.

6.18.4 If in doubt as to whether information should be released, the Officer should seek advice from the FOI team.

7. Contract Standing Orders

7.1 Introduction and Purpose

These Contract Standing Orders set out the rules by which the PCC and the CC spends money on supplies, services and works in order to deliver its services. They apply to any Contracts that result in a payment being made by, or to, the PCC or the CC. Contract standing orders aim to ensure that we:

- (i) achieve Value for Money for public money spent;
- (ii) be consistent with the highest standards of integrity;
- (iii) ensure fairness in allocating public Contracts;
- (iv) comply with all legal requirements, particularly in relation to the PCR;
- (v) support the corporate aims and policies of the PCC and the CC;
- (vi) comply with Procurement policy and procedures of the PCC and the CC.

7.2 Responsibilities

7.2.1 All staff, officers and agents employed by the PCC and the CC must abide by Contract standing orders in the conduct of the business of the Force unless an Exception is granted by the PCC's CFO. Failure to comply may result in disciplinary action. All those engaged in procurement and contracting activity must also ensure that any agents, consultants and contractual partners acting on their behalf also comply.

7.2.2 Prior to undertaking a Procurement Exercise, Departmental Procurement Leads must:

- (i) check with the Commercial Team whether a suitable Framework exists before seeking to let another Contract. Where a suitable Framework exists, this must be used unless there is an auditable reason not to;
- (ii) keep the records required under these rules as per Clause 6.18;
- (iii) ensure that the Transfer of Undertaking (Protection of Employment) (TUPE) issues are considered and obtain legal advice before proceeding with inviting Tenders when an employee of the PCC, the CC or of a service provider may be affected by any transfer arrangement;

- (iv) take proportionate account of all relevant risks¹, particularly relating to the PCR*

¹ The Commercial Team have developed a suite of risk assessments covering Business Continuity, Information Assurance, Health and Safety, Financial and Staff Vetting and Equality. These are completed pre-procurement by the Commercial Procurement Lead to ensure they are appropriately included in the future terms and conditions of Contract.

***Note:** Any public sector or utilities Contract awarded in breach of certain Regulations in the PCR can be declared “ineffective” by the Courts. Depending on the circumstances of the breach, the Courts may order the setting aside of the decision concerned; order the contracting authority to amend any document; make an award of damages to an economic operator, and order the contracting body to pay a fine.

7.3 Responsibilities of The Chief Executive and Chief Constable

7.3.1 Their responsibilities of their staff, officers and agents are to:

- (i) ensure that their respective staff, officers, and agents comply with these orders

7.3.2 The responsibilities of the Head of Department are to:

- (i) act on behalf of the Chief Executive or Chief Constable where referenced within these contract standing orders and comply with the requirements of the Scheme of Delegation and Consent ensuring the necessary authorisations are given;
- (ii) keep a register of Contracts and arrange their safekeeping;
- (iii) keep a register of Exceptions.

7.4 Relevant Contracts

7.4.1 All Relevant Contracts must comply with these Contract Standing Orders. A Relevant Contract is any arrangement made by, or on behalf of, the PCC or the CC for the carrying out of works or for the supply of goods, materials or services. These include arrangements for:

- (i) the supply or disposal of goods;
- (ii) the hire, rental or lease of goods or equipment;
- (iii) the execution of works;
- (iv) the provision of services.

7.4.2 Relevant Contracts do not include:

- (i) Contracts of employment which make an individual a direct employee of the PCC or the CC;
- (ii) Instruction of counsel or external legal advisors;

- (iii) Partnership Agreements in relation to the commissioning (but not provision) of goods or services.
- (iv) Contracts for goods or materials to be purchased through any joint arrangement or association of which the Commissioner is a member and is not the lead commissioner. (Section 6.8)
- (v) Where compliance with Contract and Procurement Regulations would have security implications. Any such exclusion should be authorised by the Chief Constable or Chief Executive (for PCC contracts).
- (vi) Contracts relating solely to the disposal or acquisition of an interest in land.
- (vii) Contracts for the lending or borrowing of money.
- (viii) Requirements for Mutual Aid, Contributions and Grants.
- (ix) Charges repaid to the Home Office for national systems/requirements.
- (x) Appointment of External Auditors when an appointing body is used.
- (xi) Corporate subscriptions e.g. APCC, NPCC, CIPFA etc
- (xii) Recharge from other public bodies for the use of premises, facilities and equipment.
- (xiii) Statutory levies and charges including EA permit and PRS Music Licence.

7.5 Purchasing – Competition Requirements

7.5.1 Where the Total Contract Value for a purchase is within the values in the first column of the table below, the Procurement Process in the second column must be followed.

Total Contract Value	Procurement Process	Procurement Lead
Up to £10,000	At least one Quotation (local supplier, where appropriate) confirmed in writing where possible	Departmental
Over £10,000 and below £25,000	Seek at least three written Quotations (two local where appropriate)	Departmental
£25,000 or above but below the Tender threshold for goods and services (see Appendix B)	Use of Framework or seek at least four Quotations (two local suppliers, where appropriate)	Commercial
Good and Services above the Tender threshold for Goods and Services (see Appendix B)	Invitation to Tender in compliance with PCR or use of Framework	Commercial
Works and LTR Services – above the Tender threshold for	Use of Framework or seek at least five Quotations on full ITT documentation (three local suppliers, where	Commercial

Goods and Services but below the Tender threshold for Works and LTR Services (see Appendix B)	appropriate)	
Works and LTR services - above the Tender threshold for Works and LTR Services (see Appendix B)	Invitation to Tender in compliance with PCR or use of Framework	Commercial

7.5.2 A Procuring Officer must not disaggregate a requirement nor select a method of calculating the Total Contract Value in order to minimise the robustness of the procurement process.

7.6 Assets for Disposal

7.6.1 Assets for disposal must be sent to public auction except where better Value for Money is likely to be obtained by inviting Quotations and Tenders. These may be invited by advertising on the PCC and/or the Force site, the UK Police Property Disposal Site or in an appropriate journal. In the case of the latter, the method of disposal of surplus or obsolete stocks/stores or assets other than land must be formally agreed by the PCC CFO in accordance with the Scheme of Delegation. The basis upon which obsolete stocks/stores are declared surplus to requirements shall be in accordance with the Financial Regulations.

7.7 Collaborative and Partnership Arrangements

7.7.1 As set out in clause 6.8, collaborative arrangements are subject to UK procurement legislation, regulations and case law. They must follow these Contract Procedure Rules.

In the case of private finance initiatives (PFI) and other public/private sector partnerships, such contracts must be approved and authorised in accordance with the Scheme of Delegation and Consent. If in doubt, Officers must first seek the advice of the Chief Executive.

7.8 The Appointment of Consultants to Provide Services

7.8.1 Consultant architects, engineers, surveyors and other professional Consultants shall be selected and commissions awarded in accordance with these Contract Procedure Rules. For all appointments IR35 checks should be conducted by referring to <https://www.gov.uk/guidance/check-employment-status-for-tax> and People Services.

IR35 checks on appointments exceeding £25,000 will be conducted as part of the Commercial Procurement Lead's process.

7.9 Contract Documents

7.9.1 The PCC operates a No PO no Pay policy (with some exceptions). A Purchase Order number must be issued for all Contracts where required, irrespective of value, and include:

- a description of what is to be supplied (i.e. the product, materials, works, services),
- the provisions for payment (i.e. the price to be paid and when, including any milestones),
- the time, or times, within which the contract is to be performed,
- the Standard Terms and Conditions of the relevant Contract,
- the Contract Reference Number, for all contracts over £25,000.

7.9.2 All Relevant Contracts that **exceed £25,000, and excluding direct call-offs using Purchase Orders against Frameworks**, must be recorded in writing, signed by the relevant authorised delegate and must clearly specify:

- (i) Contract Title and Reference Number
- (ii) Contract Date, Commencement Date and Duration
- (iii) Full details of the specification agreed between both parties
- (iv) Pricing Details
- (v) Insurance levels of the supplier
- (vi) the relevant Force Standard Terms and Conditions together with any Special Conditions
- (vii) The relevant Data Handling Schedule that will apply together with completed Annex (where relevant and with input from the Force's Information Management team)
- (viii) any agreed Change Control mechanism

7.10 Contract Authorisation Levels

7.10.1 The PCC consents to the CC entering into contracts for the benefit of the Force subject to the levels of authorisations set out in Appendix F.

7.10.2 All contracts must be concluded formally in writing before the supply, service or construction work begins, except in exceptional circumstances, and then only with the written authorisation as per the above authorisation levels. An award letter is insufficient. The Commercial/Departmental Procurement Lead responsible for securing signature of the contract must ensure that the person signing for the other contracting party has authority to bind it.

7.10.3 For the purpose of this document "Sensitive " contracts are those that are above the PCR thresholds (see Appendix B), or are novel, contentious, in the public interest or politically repercussive.

7.10.4 All contracts shall be signed under hand, unless the following applies, when they shall be executed as a deed and the common seal of the PCC shall be affixed:

- any document transferring an interest of land;
- any document where the legal requirements are that the document should be a deed;

- all contracts (including variations) in respect of which there is no consideration (or it could be argued that there is no consideration) passing between the parties;
- when it is determined by the PCC [or CEO] that there is a particular need for the contract to be executed as a deed or for the seal to be attached.

7.11 Bond and Parent Company Guarantees

7.11.1 The Procuring Officer must consult the PCC CFO about whether a Parent Company Guarantee is necessary when a potential supplier is a subsidiary of a larger group/company and:

- (i) the total value exceeds £250,000, or
- (ii) award is based on evaluation of the parent company, or
- (iii) there is some concern about the stability of the supplier.

7.12 Prevention of Fraud and Corruption

7.12.1 The Officer must comply with the Business Code of Conduct and Anti-Fraud and Corruption Policy and must not invite or accept any gift or reward in respect of the award or performance of any contract. It will be for the Officer to prove that anything received was not received corruptly. High standards of conduct are obligatory. Corrupt behaviour will lead to dismissal and is a crime.

7.12.2 In order to ensure that fraud and corruption clauses remain up to date the appropriate Standard Terms and Conditions, as produced by East Midlands Legal Services (EMPLS) team, are to be used. Where supplier terms and conditions are proposed to be used and there is any doubt regarding the provisions contained within those terms, advice should be sought from EMPLS prior to entering into any Contract with the supplier based on those terms.

7.12.3 The PCC or the CC could be liable where someone who performs services for it, such as an employee or agent, pays a bribe specifically to gain business, keep business, or gain a business advantage for a particular organisation. The Officer should perform a risk assessment regarding the bribery risks that the Force might face, and exercise due diligence before engaging others to represent the PCC or CC in business dealings. Written contracts shall also refer to and highlight whistle blowing arrangements as set out in the Anti-Fraud and Corruption policy documents.

7.13 Declarations of Interests

7.13.1 If it comes to the knowledge of an Officer or an employee of the PCC or the CC or anyone acting on behalf of the PCC or the CC that a contract in which he or she has a pecuniary interest has been or is proposed to be entered into by the PCC or the CC, he or she shall immediately give written notice to the Chief Executive. The Chief Executive shall report such declarations to the PCC.

7.13.2 Such written notice is required irrespective of whether the pecuniary interest is direct or indirect. An indirect pecuniary interest is distinct from a direct pecuniary interest in as much as it is not a contract to which the member or employee is directly a party.

7.13.3 The Chief Executive as the Monitoring Officer shall maintain a record of all declarations of interests notified to him by any Officer.

APPENDIX A

Procurement Timescales – Public Contracts Regulations 2015

This document sets out key timescales relating to the main contract award procedures under the Public Contracts Regulations 2015.

The overriding requirement when setting timescales is to allow sufficient time for suppliers to prepare appropriate responses, taking account of the subject of the proposed contract, the contract award procedure to be used and the need, for example, for site visits. The table below sets out the minimum permitted timescales and the maximum permitted reductions. You must also take into consideration the general rules around setting of time limits that are set out at [Regulation 47](#) of the Public Contracts Regulations 2015. An appropriate time period will also need to be allocated for other aspects of the procurement process, e.g. evaluation of Tender responses.

Minimum Timescales:

Choice of procedure and stage	Standard timescales	Option relating to sub-central contracting authorities	Tenders submitted electronically	Where there is a state of urgency and longer time limit is impractical as a result	PIN published no more than 12 months and no less than 35 days from despatch of contract notice
OPEN					
Despatch of contract notice to receipt of responses	35 days		5 day reduction	Period reduced to 15 days	Period reduced to 15 days
Standstill	10 days				
RESTRICTED					
Despatch of contract notice to receipt of responses	30 days			Period reduced to 15 days	
ITT to receipt of bids	30 days	May agree time-limit with Tenderers – in absence of agreement minimum period is 10 days	5 day reduction	Period reduced to 10 days	Period reduced to 10 days
Standstill	10 days				

Indicative Timelines (from issuing procurement documents to contract award)

Contract Value	Type of Procurement	Procurement Timelines	Approval Route
£0 - £24,999.99	No Commercial Team involvement (unless contract could be extended to exceed £25,000)	In line with Budget Holder requirements no Commercial Team involvement	Budget Holder raises PO for spend below £10,000. For spend above £10,000 evidence of three quotes is required
£25,000 – FTS Threshold for Goods and Services (see Appendix B)	Request for Quotation	The Request for Quotation exercise is likely to take two to six weeks to award a contract from issue of procurement documents (based upon complexity).	Tender Approved and contract signed by CC CFO or PCC CFO
For Works and LTR Services Above Goods and Services Thresholds but below Works and LTR Services FTS Thresholds (see Appendix B)	Request for Quotation	This standard procurement exercise likely to take between six to eight weeks to award a contract from issue of Tender documents.	Tender Approved and contract signed by CC CFO or PCC CFO
Over FTS Tender thresholds (see Appendix B)	Complex Procurement Exercise	A full FTS procurement exercise likely to take between eight to ten weeks to award from issue of Tender documents	Tender Approved and contract signed by PCC CFO

Timescales to procure from a compliant framework can range from between two weeks and eight weeks depending on the provision, complexity and number of bidders invited to compete through competitive process (commonly referred to as a mini competition, or via direct award should this be deemed appropriate and offer value for money). This assessment will be part of the procurement approach and discussed with the Officers once the Statement of Requirement is completed.

APPENDIX B

Summary of UK Public Procurement Thresholds.

The Public Procurement Thresholds applicable from 1st January 2022 are detailed below.

	Supply of Goods, Services and Design Contracts	Light Touch Regime for Services	Works Contracts
Other Contracting Authorities	£213,477 (incl. VAT)	£663,540 (incl. VAT)	£5,336,937 (incl. VAT)
	£177,897 (excl. VAT)	£552,950 (excl. VAT)	£4,447,447 (excl. VAT)

Police forces are classed as Sub-central Contracting Authorities and as such fall under the Other Contracting Authorities bracket. Traditionally for tendering purposes the public sector has always worked with VAT excluded due to the varying VAT regimes within the EU, following Brexit this has ceased to be a consideration and VAT has now been included in the setting of the thresholds stated above (for reference both figures are shown in the table).

The inclusion of VAT was brought in under PPN 10/21.

Appendix C



SERVICE REQUEST STATEMENT OF REQUIREMENT

SOR No.: For EP use

PROJECT TITLE		REF	
BUSINESS CASE	<i>Attach if completed</i>	REF	

ORIGINATING ORGANISATION	
BUDGET HOLDER, INCL. CONTACT DETAILS	
DEPARTMENT	
ORIGINATOR, INCL. CONTACT DETAILS (if different from above)	
BUDGET CODE	
PROCUREMENT ENGAGEMENT PARTNER	
TYPE OF REQUIREMENT (Incl. current CN # if applicable)	
DATE SUBMITTED	
PROPOSED CONTRACT START DATE	
PROPOSED CONTRACT END DATE	
NAME OF CONTRACTOR	

	Capital					Revenue				
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
BUDGET										

To be completed in all instances

Note: The Originator must provide evidence of Finance or authorising personnel having validated the above budget figures. A copy of the correspondence between the Budget Holder and the Finance lead/authorising personnel must be appended to this document.

KEY STAKEHOLDERS, INCLUDING: POTENTIAL TENDER EVALUATION PANELLISTS, IMPACT ON OTHER DEPARTMENTS & WHERE SUPPORT WILL BE REQUIRED FROM. NOTE ANY COLLABORATION OPPORTUNITIES HERE.

It is important to identify the key stakeholders for the requirement so that they can inform the specification and potentially sit on the Tender Evaluation Panel

To be completed in all instances

Please provide: Stakeholder names and full contact details, details regarding potential impact upon involved departments what support will be required by each department/stakeholder, details of any collaboration & wider benefits of this procurement

MARKET RESEARCH/BACKGROUND INFORMATION

A summary of the results of any market research undertaken by either the ORIGINATOR or the Commercial team should be provided. Please attach any quotes/proposals/ framework details

To be completed in all instances

Please provide: details of the current situation, details of what information has been gathered to support this request

SPECIFICATION / REQUIREMENT

This will vary according to the requirement/project, but should be as outcome-based as possible. The Engagement Partner (EP) or Procurement Officer should act as 'critical friend' in supporting the originator to develop as full a specification as possible. Note: A sample template that illustrates the types of information required in a specification is available on request. A guidance note ('Sustainable Procurement') explaining how to build wider community benefits into specifications/contracts is available on the intranet

To be completed in all instances

Please provide: A clear overview of what the contract is for, why it is required, the risks associated with not having the contract and a full specification of what you require (attaching any documents necessary for explanation)

RISK ASSESSMENTS - To be completed in all instances

The following risk areas are to be rated (placing an 'x' in the appropriate box), using the assessment tools at appendices B-G. Note: Guidance notes relating to these risk areas are available on the intranet

Business Continuity

High Impact Medium Impact Low Impact

Information Assurance

Category 1 Category 2 Category 3 Category 4 GDPR Other

Health and Safety

High Impact Medium Impact Low Impact

Vetting

Yes No DBS check NPPV 1 NPPV 2 NPPV 3

EqualityHigh Impact Medium Impact Low Impact **Intellectual Property Rights**Yes No **Covert Ops (Police only)**Yes No IL3 IL4 IL5 IL6 **TUPE**Yes No Is the procurement SME friendly? Yes No

If you are happy with the detail provided above, and that your request will go through a framework / tendering/competition exercise, please submit this form to CommercialEnquiries@Notts.Police.uk

If you wish to award a contract to one supplier, without any competition, you will require an Exception from the procurement rules and **MUST** also complete and submit an Exception/Single Tender Approval request.

Appendix D



EXCEPTION TO CONTRACT PROCEDURE RULES APPROVAL REQUEST UP TO £25,000 (inc. VAT)

The Exception Approval form should be completed for contracts valued over £10,000 and up to £25,000 including VAT that are not supported by a competitive procurement process.

Section 1 - Originating Department Details		
Name of Originating Organisation		
Name of Originating Department		
Name of Originator		
Protective marking classification (if applicable)		
Date request submitted		
Section 2 - Contractor Details / Type of Award		
Name of Contractor		
Is this a direct award without competition?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Is this an extension to an existing contract where no option is provided for in the contract?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
If the answer to the above question is "Yes", please list all previous contract numbers and values		
Section 3 - Approval is requested on the grounds of:		
Urgency reasons <input type="checkbox"/> YES <input type="checkbox"/> NO If it is a matter of extreme urgency and this is due to circumstances outside the control of the Police Force. This does not include circumstances brought about by lack of internal planning.	Product reasons <input type="checkbox"/> YES <input type="checkbox"/> NO If there are strong compatibility issues relating to goods or services that the Force already uses and it would be uneconomic to replace.	Limited Supplier <input type="checkbox"/> YES <input type="checkbox"/> NO If there is only one supplier of a particular product or service. This may arise, for example, if ownership of the relevant Intellectual Property Rights excludes all other potential suppliers.
PLEASE ATTACH A BRIEF EXPLANATION OF THE RATIONALE BEHIND THE REASON SELECTED		
Section 4 – Requirement details		
Proposed contract start date		
Proposed contract end date		

Section 5 - Supporting information

Background to requirement (please limit to 100 words)

Risks related to the requirement (please limit to 100 words)

Section 6 - Total value of the contract

Net	Vat	Gross

Section 7 – Head of Department / Budget Holder comments

STA-Exception supported by Head of Department	<input type="checkbox"/> YES	<input type="checkbox"/> NO
---	------------------------------	-----------------------------

Signature

Date

Approval for Force Contracts Only (delete as appropriate)**Section 8 – Head of Commercial & Contract Management**

Date Received :

Document Ref No:

Head of Commercial & Contract Management comments

Exception supported by Head of Commercial & Contract Management	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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Signature

Date

Approval for PCC Contracts Only (delete as appropriate)**Section 8 – The Police and Crime Commissioner and comments** (please consult current OPCC Financial Regulations for relevant Authorisation levels and Scheme of Delegation)

Exception supported by Police and Crime Commissioner	<input type="checkbox"/> YES	<input type="checkbox"/> NO
--	------------------------------	-----------------------------

Signature

Date

Please submit this form to CommercialEnquiries@Notts.Police.uk with your accompanying Statement of Requirement form (SOR)

Appendix E



EXCEPTION TO CONTRACT PROCEDURE RULES APPROVAL REQUEST Over £25,000 (inc. VAT)

The Exception Approval form should be completed for contracts valued over £25,000 including VAT that are not supported by a competitive procurement process.

Section 1 - Originating Department Details		
Name of Originating Organisation		
Name of Originating Department		
Name of Originator		
Protective marking classification (if applicable)		
Date request submitted		
Section 2 - Contractor Details / Type of Award		
Name of Contractor		
Is this a direct award without competition?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is this an extension to an existing contract where no option is provided for in the contract?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If the answer to the above question is "Yes", please list all previous contract numbers and values		
Section 3 - Approval is requested on the grounds of:		
Urgency reasons <input type="checkbox"/> YES <input type="checkbox"/> NO If it is a matter of extreme urgency and this is due to circumstances outside the control of the Police Force. This does not include circumstances brought about by lack of internal planning.	Product reasons <input type="checkbox"/> YES <input type="checkbox"/> NO If there are strong compatibility issues relating to goods or services that the Force already uses and it would be uneconomic to replace.	Limited Supplier <input type="checkbox"/> YES <input type="checkbox"/> NO If there is only one supplier of a particular product or service. This may arise, for example, if ownership of the relevant Intellectual Property Rights excludes all other potential suppliers.
PLEASE ATTACH A BRIEF EXPLANATION OF THE RATIONALE BEHIND THE REASON SELECTED		
Section 4 – Requirement details		
Proposed contract start date		
Proposed contract end date		

Section 5 - Supporting information

Background to requirement (please limit to 100 words)

Risks related to the requirement (please limit to 100 words)

Section 6 - Total value of the contract

Net	Vat	Gross

Section 7 – Head of Department / Budget Holder comments

Exception supported by Head of Department

 YES NO

Signature

Date

Section 8 – Head of Commercial & Contract Management

Date Received :

Document Ref No:

Head of Commercial & Contract Management comments

Exception supported by Head of Commercial & Contract Management

 YES NO

Signature

Date

Specialist Advice – East Midlands Police Legal Services (EMPLS) (if required)

Date Received :

Document Ref No:

EMPLS comments

Signature

Date

Specialist Advice – Head of Information Services or Other (if required)

Date Received :

Document Ref No:

Head of IS or Other comments			
Signature		Date	

Approval for Force Contracts Only (delete as appropriate)

Section 9 – Director of Finance Decision and comments (please consult current OPCC Financial Regulations for relevant Authorisation levels and Scheme of Delegation)			
Exception supported by Director of Finance		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Signature		Date	

Section 10 – Chief Constable Decision and comments			
Exception supported by Chief Constable		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Signature		Date	

Section 11 – The Police and Crime Commissioner and comments (please consult current OPCC Financial Regulations for relevant Authorisation levels and Scheme of Delegation and Consent)			
Exception supported by Police and Crime Commissioner		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Signature		Date	

Approval for PCC Contracts Only (delete as appropriate)

Section 9 – Chief Executive and comments			
Exception supported by Chief Executive		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Signature		Date	

Section 10 – The Police and Crime Commissioner and comments (please consult current OPCC Financial Regulations for relevant Authorisation levels and Scheme of Delegation and Consent)			

Exception supported by Police and Crime Commissioner		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Signature		Date	

Please submit this form to CommercialEnquiries@Notts.Police.uk with your accompanying Statement of Requirement form (SOR)

DRAFT

Contract Authorisation Levels

The table below sets out the Authorisation Limits for Contracts entered into by/on behalf of the PCC into contracts shall apply:

Matter Requiring Authorisation	Level of Authorisation
Procurement of goods, services or works with a total contract value (including any extension) of £0 to £24,999	Relevant CC/PCC Budget Holder / Director
Procurement of goods, services or works with a total contract value (including any extension) of £25,000 to £99,999	Budget Holder/ Head of Department in consultation with CC CFO/ PCC CFO
Procurement of goods, services or works with a total contract value (including any extension) of £100,000 to relevant PCR Tender threshold (see Appendix B)	DCC/CC/PCC CFO/ PCC CEO/PCC
Procurement of goods, services or works with a total contract value (including any extension) in excess of relevant PCT Tender threshold (see Appendix B)	PCC CFO/ PCC CEO/ PCC
Exceptions with a total contract value (including any extension) of £25,000 and above	CEO or PCC CFO
Contract variations	In line with delegated limits, where variation that results in the original delegated limit being exceeded will require the approval of relevant new delegation limit
Sensitive contracts and/or variations, termination and/or extensions of sensitive contracts (regardless of value)	PCC
Termination of contract with a total contract value of up to £100,000	CFO to the CC for Force, CFO to PCC for PCC
Termination of a contract with a total contract value of over £100,000 to PCR FTS threshold	DCC or CC for Force, CEO for PCC
Termination of contract with a total contract value in excess of relevant PCR FTS Threshold (see Appendix B)	PCC