

Seven Force Procurement Contract Standing Orders

April 2023

1. GLOSSARY OF TERMS

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

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

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

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

In Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk, the 7 Force Procurement Function has been created to support police procurement activity. All procurement of contracts over £60,000 will be managed by the 7 Force Procurement Function.

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

3. COMPETITIVE PROCUREMENT

- 3.1. For goods, works or services the acceptance of quotations and bids will be based on the principle of best overall value for money, incorporating as a minimum, quality, price and social value for tenders.

- 3.2. The estimated value of a contract shall be the total value of the contract inclusive of VAT (“the Total Value”). This is the total consideration estimated to be payable over the full term of the contract which shall include any option to extend the term under the Contract. If the full term is unknown, then the Total Value should be based on forty-eight (48) months. Requirements must not be disaggregated in order to avoid competitive procurement under any circumstances.
- 3.3. The tables at 3.8 and 3.12.4 describe the procedure and authority levels dependent on the estimated value of the total procurement, (not an individual Force value). A high-level overview of the tender/award governance flow-chart, above and below £1million, is detailed in Appendix 1.
- 3.4. Criteria for the award of contracts shall be recorded in advance of the invitation to tender and strictly observed by Officers evaluating the bids. The criteria cannot be altered once the tender is advertised. The standard approach for evaluation will be the most advantageous criteria and take into account whole life costs. Where award is based solely on price, and usually only for commodities, then this will be agreed in advance by 7 Force Commercial Services.
- 3.5. For Procurements over £60,000 the weightings will be determined by 7 Force Commercial Services using its professional expertise and in consultation with participating organisations and lead officers. For quotations under £60,000 evaluation models used to select the successful bidder must consider both Price and Quality, with weightings dependant on the specific project and determined by the project lead. Further advice can be sought from 7 Force Commercial Services.
- 3.6. The evaluation of bids must be objective, systematic, thorough and fair. Decision makers should be aware that the records of the decision-making process may be subject to scrutiny at a later date. A minimum of three Officers shall be involved in the evaluation of tenders and all evaluators will be required to complete a declaration of impartiality.
- 3.7. If there is already a corporate contract in place for the goods, works or services required, it is mandatory to use it. Additional procurements for alternative contracts will not be approved or resourced. A full list of current corporate contracts can be found on 7F Commercial Services intranet site. *Please contact 7 Force Commercial Services* if further information is required.

3.8. Procurement competition procedures and authority levels.

where no corporate contracts exist. – These thresholds to be reviewed every three years by Commercial Executive Board.

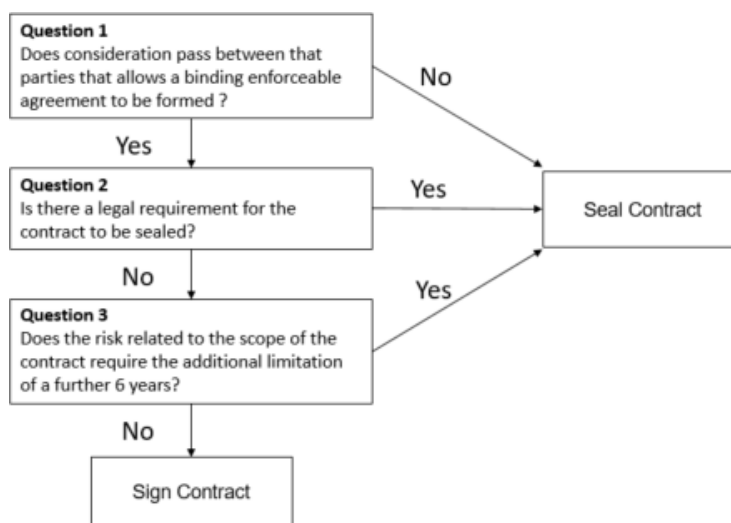
Estimated Value including possible extensions.	Value any	Procurement Procedure	Level of Delegated Authority and means of executing the contract
£0 - £6,000		1 written quote, where possible from a local supplier.	Relevant Officer from respective Force or Policing Body who has delegated authority to approve purchase orders. Purchase order or signed contract.
£6,000 - £60,000		Evidence of requesting 3 written quotes or use of e-tendering system. Where possible, at least 1 quotation should be from a local supplier.	Relevant Officer from respective Force or Policing Body who has delegated authority to approve purchase orders Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 3.12 below.

£60,000 - £100,000	Competitive tender. Request for Procurement Involvement Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Upon receipt of completed Contract Award (Reg84) documentation with Tier 3 7 Force Commercial Services Personnel approval and all other required signatories. Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 3.12 below.
£100,000 - £150,000	Competitive tender. Request for Procurement Involvement Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Upon receipt of completed Contract Award (Reg84) documentation completed with Tier 2 7 Forces Commercial Services Personnel approval and all other required signatories. Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 3.12 below.
£150,000 - £250,000	Competitive tender. Request for Procurement Involvement Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Upon receipt of completed Contract Award (Reg84) documentation completed with Tier 1 7F Director of Commercial Services or nominated deputy approval and all other required signatories. Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 3.12 below.
£250,000 - £1,000,000	Competitive tender. Request for Procurement Involvement Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Upon receipt of completed Contract Award (Reg84) documentation approved by Relevant delegated authority from Force or Policing Body who has authority to enter into a Contract. Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 3.12 below.
Above £1,000,000	Competitive tender. Prior to procurement activity, the following is required: Request for Procurement Involvement Form confirming Budget, (business strategic lead) and either: <ul style="list-style-type: none"> • CEB approval of Gateway 1 Report for 7 Force or multi cluster contracts or; • Commercial Control and Planning Document (CCPD_for single force/cluster/construction contracts with all required signatories as set out in document. 	Upon receipt of completed Contract Award (Reg84) documentation. CEB Approval obtained for cross cluster contracts, as documented within Board Minutes. PCC Single force/single cluster or construction contracts do not require sign off by CEB. Decision Report (where applicable) signed by PCC/PFCC or Policing Body Signed contract by the PCC/PFCC unless it meets the criteria for executing as a Deed under the PCC/PFCC or Policing Body seal set out in paragraph 3.12 below In accordance with paragraph 8.1 below the agreement shall have the signature or seal of each participating PCC/PFCC or Policing Body. Where a procurement is over £1million but results in individual lots, creating distinct contracts, are under £1million, those distinct contracts will be progressed individually in accordance with the thresholds above.

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

3.9. It is the responsibility of the respective forces to produce and agree decision making reports.

- 3.10. The authority levels above shall apply to variations to contract, i.e. any additional costs resulting from the variation must be aggregated with the original contract value for the purposes of authorisation. Variations to contracts up to £250,000 (or 10% of the original contract value, which ever is lower) may be approved, subject to confirmation of funding, by the Director of 7 Force Commercial Services or delegated levels as set out in the table at 3.8. Where variations are novel, contentious or repercussive the commercial lead shall consult with relevant PCC/PFCC and CC CFOs to obtain authority to progress the change.
- 3.11. The following types of agreement must be executed as a Deed under the PCC/PFCC seal:
- 3.12.1 Construction contracts over £250,000;
 - 3.12.2 Other contracts where the Policing Body wishes to enforce the Contract more than six years after its end (nb advice should be sought from the 7 Force Director of Commercial Services in such circumstances as such a requirement should be proportionate to the risk/value of the contract and reflect market norms);
 - 3.12.3 any agreement that is made without consideration.
 - 3.12.4 Notwithstanding 3.12.1 – 3.12.3 above the diagram below can be applied on a case by case basis to determine whether a document needs to be executed as a deed in accordance with a law.



4. FINANCIAL AND CONTRACTUAL DELEGATIONS

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

5. EXCEPTIONS TO NORMAL PROCEDURES/SINGLE TENDER ACTION

5.1. Exceptions

5.1.1. Tenders are not required in the following circumstances:

- 5.1.1.1. purchases through government agency or other consortium or similar body where legally entitled to do so and in accordance with the approved purchasing methods of such a consortium or body; or
- 5.1.1.2. purchases at public auctions; or
- 5.1.1.3. internal PCC, PFCC or Constabulary business where one part of the PCC, PFCC or Constabulary provides a service to the other; or

5.2. Single Tender Action (STA) for Requirements over £60,000

5.2.1. STA under £60,000 shall be subject to approval locally by officers with relevant authority in accordance with financial instructions. A full local audit trail shall be maintained.

5.2.2 STA over £60,000 should only be used in exceptional circumstances. Tier 1 or 2 commercial staff must endorse the route to market prior to seeking permission to commence activity. Legal advice may be obtained if the procurement value is over the higher UK threshold and to clarify our exemption from/compliance with the Public Contracts Regulations 2015. The PCC CFOs or CC CFOs or their delegated authorities may approve requests for exceptions to normal procedures under the following circumstances:

- 5.2.2.1 where it can be evidenced that only one supplier is able to carry out the work or service or to supply goods for technical reasons or because of exclusive rights;
- 5.2.2.2 the contract has been classified as secret by the CC CFOs making the use of a particular contractor essential or a limited competition to a select list of contractors and the avoidance of advertising requirements in the public domain;
- 5.2.2.3 the contract is required so urgently that competition is impracticable, e.g. when an operational need arises which requires immediate action. However, failure to take action within appropriate timescales due to poor planning does not constitute grounds for an urgency exception.

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

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

6 COMPETITIVE PROCUREMENT USING TENDERS

- 6.1 7 Force Commercial Services has responsibility to ensure appropriate Procurement Policy and documentation are published covering matters such as:
 - 6.1.1 the whole tendering process i.e. initial tender, specifications and standards, and evaluation and appointment of contractors and consultants;
 - 6.1.2 processes regarding the use of sub-contractors;
 - 6.1.3 processes regarding variations to contract;
 - 6.1.4 the process to be undertaken in relation to declarations of interest in a contract;
 - 6.1.5 the procedures to be followed in relation to collaborative contracts;
 - 6.1.6 the adoption of Framework Agreements;
 - 6.1.7 the procedures to be followed in applying for an exception to Standing Orders, including:
 - 6.1.7.1 the formal procedure to be adopted to evidence alternative provision is not available;
 - 6.1.7.2 the formal justification of emergency provision;
 - 6.1.8 the achievement of value for money, and the minimisation of risk to the PCCs, the PFCC(s) and Constabulary.
- 6.2 If during a procurement process it is identified that an individual Force (or Forces) are put in a detrimental position (economical or from an operational efficiency perspective) this will be escalated to the lead stakeholder to resolve, or take to the next monthly CEB.
- 6.3 The Procurement Policy and Procedures will set out arrangements for the recording and retention of information in relation to procurement activity.
- 6.4 The Procurement Policy will also detail the arrangements for reporting procurement activity to meet the requirements of the PCCs, the PFCC(s) and Constabularies together with addressing the need to publish information in accordance with Government requirements.
- 6.5 Contents of the Policy will be agreed by the PCC CFOs and CC CFOs.

7 TENDER CONTROL

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

8 FORM OF CONTRACT

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

Suitable clauses reflecting the joint procurement shall also be included in the contract.

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

8.2 All Contracts over £60,000 shall be in writing and awarded in accordance with 7Force Terms of Contract for goods, services or works, which include as a minimum indemnities, liquidated damages, defaults, transfer arrangements, third party rights and financial guarantees

9 AWARD OF CONTRACT

9.1 Tender analysis should be completed using criteria determined prior to issue of tender documentation.

9.2 The 7 Force Commercial Services lead must record the reasons and analysis that led to the acceptance of the best value offer. A detailed Contract Award Report (Reg84), approved by the lead stakeholder and all other required signatories, is to be completed for all tenders and STAs above £60,000.

9.3 The 7 Force Commercial Services lead is empowered to recommend the acceptance of tenders.

9.4 The Contract is to be signed on behalf of the PCCs and PFCC(s) in accordance with the tables at paragraphs 3.8 and 3.12 above.

9.5. A minimum period of ten (10) calendar days must be allowed as a standstill period between the notification of an award decision and contract commencement for all over UK higher value contracts. (This period is extended to the next working day when the final day falls on a non-working day). Where a Framework Agreement is used and if expediency is required, this requirement can be removed if authorised by a Tier 1 or Tier 2 member of the function

10 COLLABORATIVE CONTRACTS AND FRAMEWORK AGREEMENTS

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

11 CONCESSIONS CONTRACTS

11.1 Concession contracts in excess of £5,336,937, inclusive of VAT must be procured according to the Concession Contract Regulations which are broadly the same as Public Contract Regulations

12 REVIEW

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

13 TRANSPARENCY

13.1 Publication of contract information must comply with various legislative transparency requirements

Appendix 1.



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