

**Surrey Police Authority
Contract Standing Orders**

Proposed 12th May 2007

CONTENTS

Prefix	Definitions
Section 1	Scope of Standing Orders
Section 2	Exceptions
Section 3	The Process to be followed
Section 4	Contract Conditions
Section 5	Framework Agreements/Call Off Contracts
Section 6	Consortium Arrangements
Section 7	Contracts & Agreements of an unusual or complex nature. Contracts of Strategic Importance
Section 8	Contract Management
Section 9	Calculating Contract Value
Section 10	Declaration of Interest in a Contract and Receipt of Gifts Benefits and Money
Section 11	Contract Register
Section 12	Breach of Contract Standing Orders

DEFINITIONS

For the purposes of these Standing Orders, the following terms shall have the meanings set out below :-

Surrey Police means the Surrey Police Authority or Surrey Police as appropriate

CSO means these Contract Standing Orders

Purchaser means the individual Officer of Surrey Police tasked with or responsible for the acquisition of the goods works services being sought or the agreement or arrangement being entered into

Authorised Officer of Surrey Police means any Head of Department or Division (Director/Chief Superintendent), or rank above occupying a post at the relevant time

Current Quotation means a quotation dated within 90 days (maximum) of the Purchase Order*

*Quotations may be sought from suppliers to remain 'open' for a period of up to 90 days (maximum) and used to support more than one Purchase Order (where the goods/services/quantities are alike) within that period. After such time has expired a revised quotation should be sought from the supplier.

CONTRACT STANDING ORDER 1 – SCOPE OF ORDERS

- 1.1 All expenditure for the supply of goods works services to Surrey Police must comply with the applicable Process set out in Section 3
- 1.2 Any disposal of Surrey Police assets or property shall comply with the applicable Process set out in Section 3
- 1.3 The applicable Processes set out in these Orders shall also apply to contractors who are permitted by Surrey Police to sub-contract competitive bids for the supply of goods, works or services and in-house service providers required by Surrey Police to compete with external persons or bodies

SECTION 2 – EXCEPTIONS

- 2.1 No exception can be made to undertaking a tender process where it is a requirement under European or UK legislation
- 2.2 Subject to 2.1 above these Contract Standing Orders shall not apply to :-
 - Contracts of Employment
 - Contracts of Insurance (where the proposal has been examined by Surrey Police's current insurance broker)

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- Contracts for legal advice, assistance or advocacy
- Goods works services provided by statutory undertakers or other bodies where they have monopoly status

2.3 Subject to 2.1 above Contract Standing Orders shall not apply where the:-

- Chief Constable in consultation with the Chairman of the Surrey Police Authority (or in their absence respective designated deputies) direct otherwise
- Surrey Police Authority after consideration resolve to waive them on such conditions as they may specify in the resolution

2.4 All exceptions should follow the process set down in Appendix 2 which also contains the detail of the information required in the Waiver document

SECTION 3 – THE PROCESSES

Process 1 - goods works & services up to £500

Process 2 - goods works & services £500 - £3K

Process 3 - goods works & services £3K - £25K

Process 4 - goods works & services £25K - £50K

Process 5 - goods works & services £50K Upwards

(EU Thresholds - £144,371 goods & services, £3,611,319 works)

Process 6 - Consultancy

Process 7 - Disposal of assets

Process 8 – Goods & services supplied by Surrey Police

Individual external purchases shall not be made without the authorisation of the Head of Procurement where goods or services are available through central supplies, established Contracts or Approved Suppliers

Acceptance of a quotation/tender shall be in writing and signed by the Officer responsible as directed below:

Up to £50K - Head of Procurement

£50K or above – Director of Finance or Chief Constable

3.1 PROCESS 1 (up to £500)

3.1.1 Obtain quotation for order (verbal quotation acceptable)

3.1.2 Raise an Official Purchase Order

3.2 PROCESS 2 (£500 - £3K)

3.2.1 A minimum of 1 (one) current, written quotation (received by post, fax or email) must be obtained **or alternatively** price(s) shown in a current suppliers catalogue(s) may be used

3.2.2 Raise an Official Purchase Order

3.3 PROCESS 3 (£3K - £25K)

3.3.1 A minimum of 3 (three) current written quotations (received by post, fax or email) must be obtained

3.3.2 Provided the Purchaser wishes to accept the lowest of the quotations - an Official Purchase Order is raised.

3.3.3 If the Purchaser wishes to accept a quotation other than the lowest quotation or is unable to obtain the minimum number of quotes required, the Purchaser shall provide a written justification to the Head of Procurement or his/her deputy and obtain written consent to accept that quotation or (as applicable) the lowest of the quotes obtained.

3.4 PROCESS 4 (£25K - £50K)

3.4.1 A minimum of three written quotations must be obtained by Procurement Management

3.4.2 If it is not possible or it is undesirable to obtain three quotations then a request must be made in writing, to the Head of Procurement justifying the number of quotations accepted (a minimum of 2) and permission obtained to accept quotations from that lower number

3.4.3 Public notice shall be given via the Surrey Police Procurement Portal

3.4.4 The public notice shall :-

- (a) specify details of the requirement; and
- (b) invite persons or bodies interested to quote; and
- (c) specify a time limit of not less than 14 days in which such quotations are to be submitted to Surrey Police

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- (d) Every invitation to quote shall be completed electronically via the Authority's Bluelight Tender/Quotation System
- (e) Quotations shall be kept secure electronically and unopened until the time and date specified for their opening
- (f) No quotation received after the time and date specified shall be considered
- (g) All quotations received by the time and date specified shall be opened together in the presence of the Head of Procurement and a designated Officer
- (h) Criteria for the award of quotations shall be disclosed within the invitation and these criteria shall be strictly observed by Officers designated to evaluate the quotation

3.5 PROCESS 5 (£50K Upwards)

3.5.1 Tenders shall be invited as directed by the Head of Procurement

3.5.2 Procurement Management shall give public notice :-

- (a) via the Surrey Police Procurement Portal; and
- (b) in the Official Journal of the European Union in cases valued over the EU threshold

3.5.3 The public notice shall :-

- (c) specify details of the contract into which Surrey Police wish to enter; and
- (d) invite persons or bodies interested to apply to tender; and
- (e) specify a time limit of not less than 14 days (or the minimum timescale applicable in cases valued over the EU threshold) in which such applications are to be submitted to Surrey Police

Note- No additional information may be provided via the Surrey Police Procurement Portal, than is given in the notice published in the Official Journal of the European Union

3.5.4 After the expiry of the time limit specified in the public notice, invitations to tender shall be sent to a minimum of 5 (five) suppliers. If it is not possible or it is undesirable for some reason to shortlist 5 invitees then a request must be made in writing to the Head of Procurement justifying the number of tenderers invited (a minimum of 2) and permission obtained to invite tenders from that lower number

3.5.5 Every invitation to tender shall be completed electronically via the Authority's Bluelight/Quotation/Tendering System

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- 3.5.6 Tenders shall be kept secure electronically and unopened until the time and date specified for their opening
- 3.5.7 No tender received after the time and date specified shall be considered
- 3.5.8 All tenders received by the time and date specified shall be opened together in the presence of the Head of Procurement and a designated Officer and recorded on the Tender Opening Log
- 3.5.9 Criteria for the award of contracts shall be disclosed within the tender invitation and these criteria shall be strictly observed by Officers designated to evaluate the tender

3.6 PROCESS 6 – CONSULTANCIES

- 3.6.1 All proposed Contracts for Consultancy Services with an estimated value at or in the excess of the EU threshold must comply fully with the tendering process detailed in Process 5
- 3.6.2 Where the estimated value is below the EU threshold the applicable process shall be followed unless the Chief Constable or an Authorised Officer in consultation with the Head of Procurement direct otherwise.
- 3.6.3 Regardless of 3.6.2 above the Purchaser or Authorised Officer must consult with the Head of Procurement to establish an appropriate Agreement that clearly and carefully specifies the services to be supplied, the agreed programme for delivery and the price and terms for payment together with all other terms and conditions that are agreed prior to the Consultant undertaking such services
- 3.6.4 All proposed Contracts for Consultancy Services must be signed by the Head of Procurement (up to £50K) or Director of Finance/Chief Constable (over £50K)

3.7 PROCESS 7 – DISPOSAL OF ASSETS

- 3.7.1 Dependent on the estimated value the same competitive process for the disposal of goods shall be followed as that set out in Process 3, 4 & 5 except:-
 - (a) where the value does not exceed the figure indicated for Process 3 and prior written agreement has been obtained for their disposal from an Authorised Officer; or
 - (b) in the case of the sale of land or buildings the Process set out in Appendix 1 shall be followed

3.8 PROCESS 8 – CONTRACTS FOR THE SUPPLY OF GOODS AND SERVICES BY SURREY POLICE

- 3.8.1 Any Contract or Agreement for the supply of goods and/or services by Surrey Police shall be for the best market value for Surrey Police unless the Chief

Constable or the Director of Finance directs otherwise and such agreement is provided in writing

- 3.8.2 In all such Contracts or Agreements Officers are required to seek to minimise any risk to or liability of Surrey Police to a proportionate level. Where there is likely to be any significant risk or liability assumed by Surrey Police no Agreement, Contract or Process shall be entered into without the prior agreement of an Authorised Officer of Surrey Police in consultation with Procurement Management

SECTION 4 – ESSENTIAL CONDITIONS OF CONTRACT

- 4.1 Every Contract shall :-
- (a) be made in writing under English Law and unless under seal must be signed by an Authorised Officer of Surrey Police and the Contractor
 - (b) clearly and carefully specify the goods, services or works to be supplied, the agreed programme for delivery and the price and terms for payment together with all other terms and conditions that are agreed
 - (c) contain an Anti-Corruption Clause to protect Surrey Police against fraud
 - (d) use an appropriate model form of Contract approved by or in consultation with Procurement Management
 - (e) be executed under seal where Procurement Management advise that it is appropriate to do so

SECTION 5 – FRAMEWORK AGREEMENTS / CALL OFF CONTRACTS

Note – A Framework Agreement or a Call Off Contract is where the supplier's offer to supply the goods, works or services is held open for a guaranteed period of time, ready for acceptance by the purchaser for what could be a single contract or a series of mini-contracts, each 'calling off' under the terms and conditions established.

- 5.1 Where a Framework Agreement has been established by Surrey Police, then this must be used regardless of the value of the individual order being placed
- 5.2 Any Framework Agreement awarded must be established using the applicable Process as set out in Section 3.
- 5.3 Multi-supplier Framework Agreements may be used with the prior agreement of the Head of Procurement. Such Agreements shall require a mini competition to be conducted with all capable suppliers before the placement of any orders made under it
- 5.4 Where a Framework Agreement has been established by another body and is available for use by Surrey Police then the Purchaser may use such Framework Agreement subject to obtaining prior written agreement from the Head of Procurement.

5.5 No such Framework Agreement shall be used where a Surrey Police Framework Agreement already exists.

5.6 Each Framework Agreement used by Surrey Police shall be reviewed by the Head of Procurement at intervals of not more than 7 years and where appropriate each shall be re-tendered using the applicable Process

SECTION 6 – CONSORTIUM ARRANGEMENTS

Note – In this context a Consortium can include either a loose or a formal arrangement between two or more public authorities to purchase goods, works or services from a Supplier

6.1 Where a Consortium Contract has been established by another body and is available for use by Surrey Police then the Purchaser may use such Contracts subject to obtaining prior written agreement from the Head of Procurement

6.2 No such Consortium Contract shall be used where a Surrey Police Contract for those goods works or services already exists

SECTION 7 – CONTRACTS AND AGREEMENTS OF A COMPLEX OR UNUSUAL NATURE, CONTRACTS OF STRATEGIC IMPORTANCE

7.1 Irrespective of the financial value, no Contract, Agreement or Process shall be undertaken by any Officer without the prior agreement of an Authorised Officer in consultation with Legal Services where such Contract or Agreement is of strategic importance, unusual or complex nature.

7.2 In all such Contracts or Agreements Officers are required to seek to minimise any risk to or liability of Surrey Police to a proportionate level. Where there is likely to be any significant risk or liability assumed by Surrey Police no Agreement, Contract or Process shall be entered into without the prior agreement of an Authorised Officer in consultation with Legal Services

SECTION 8 – CONTRACT MANAGEMENT

8.1 For each Contract awarded following Process 4 or 5 the Purchaser must appoint a Contract Manager whose name should be notified to the Contractor and whose responsibilities should include:-

- (a) monitoring performance of the Contractor against the Contract
- (b) monitoring the continuing level of operational and financial risk (including risk of fraud) to which Surrey Police are exposed
- (c) facilitating the resolution of issues between the Contractor and key Surrey Police user(s).
- (d) ensuring the prompt settlement of invoices correctly and properly submitted by the Contractor in accordance with the Contract

SECTION 9 – CALCULATING CONTRACT VALUE

9.1 Where like goods services works are required the Contract Value used for calculating the relevant threshold shall be calculated by aggregating the estimated total annual value of the like goods services works and multiplying this by the number of years that the proposed Contract is to run

Where the Contract does not specify the length of the period it is to run, then four years shall be taken as the multiplier

9.2 In no case shall an Officer divide a Contract into a number of constituent parts in order to avoid compliance with the processes set out in these Contract Standing Orders

SECTION 10 – DECLARATION OF AN INTEREST IN A CONTRACT OR AN AGREEMENT, RECEIPT OF GIFTS BENEFITS AND/OR MONEY

Note - It is an offence under the Local Government Act 1972 for any Officer to be paid or to accept any fee or reward whatsoever other than his/her proper remuneration. It is also a requirement under that Act to declare in writing any pecuniary interest (direct or indirect) that an Officer has or becomes aware of in respect of a Contract placed by his/her Authority.

The following CSO is in addition to those statutory obligations.

10.1 Any Officer who has an either a potential or established interest in any Contract or Agreement placed or to be placed for or on behalf of Surrey Police shall:-

- declare that interest immediately to the Head of Procurement by completing a Declaration of Interest/Hospitality Proforma (available via the Intranet)
- Immediately remove him/herself from the Process

10.2 Such Interests will be construed as (but not limited to):-

- Any employee who is also employed (full or part time) by any of the other parties to the Contract
- Any employee who is a director, partner or substantial shareholder of or has a financial interest in any of the other parties to the Contract
- Any employee who has family members who are owners, employees or have another substantial interest in any of the other parties to the Contract

10.3 Any Officer who receives or is offered a gift benefit and/or money as a result of or in connection with their employment or service with Surrey Police shall immediately declare such gift benefit and/or money to the Head of

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Procurement by completing a Declaration of Interest/Hospitality/Gift Proforma (available via the Intranet)

- 10.4 The Head of Procurement will review and make recommendations to the Director of Finance regarding the interest declared and or the suitability of the hospitality/gift offered
- 10.5 The Head of Procurement will notify the Officer of any further action necessary (declaration of interest) or whether the hospitality/gift offered can be accepted
- 10.6 The Head of Procurement shall record all such declarations of interest, hospitality, gifts (accepted and declined) on the Force Register
- 10.7 In respect of the acceptance of hospitality nothing in these Contract Standing Orders shall be construed as limiting any obligation imposed by either :-
a) Police Regulations (in respect of police officers) or
b) Statute (in respect of police civilians)
- 10.8 Officers may accept hospitality provided by other police or local authorities or by partnership bodies or as part of a course of instruction provided it is reasonable to do so.
- 10.9 If the Officer is in any doubt about whether any other offer of hospitality should be accepted he/she should first consult with the Head of Procurement

SECTION 11 – CONTRACT REGISTER

- 11.1 The Director of Finance shall maintain a Register of all such Contracts awarded following Process 4, 5, 6 & 8 specifying the name of the Contractor, the goods works services to be supplied, the length of the Contract, its expiry date and the value
- 11.2 Copies of the Register maintained under 11.1 above shall be made available(if requested) to members at each meeting of the Surrey Police Authority and/or such designated committees or panels as the Surrey Police Authority from time to time direct

SECTION 12 – BREACH OF CONTRACT STANDING ORDERS

- 12.1 Failure to comply with these Contract Standing Orders may result in the application of the Authority's disciplinary procedures
- 12.2 Any breach of these Contract Standing Orders must in the first instance be reported in writing to the Head of Procurement
- 12.3 The Head of Procurement will record all substantiated breaches on a Register and shall notify the Director of Finance in writing specifying (as a minimum) the nature, risk and implications of the breach

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- 12.4 The Director of Finance shall review the breach reported and in consultation with the Purchasers Head of Department/Division take the appropriate form of action
- 12.5 Where the application of the Authority's disciplinary procedures are recommended the Director of Finance shall report the breach to the Deputy Chief Constable for consideration

DISPOSAL OF POLICE AUTHORITY BUILDINGS, HOUSES AND LAND

The sale of Police Authority buildings, houses and land will be arranged in conjunction with the Police Authority's Estates and Valuation Consultants. Property to be sold will be placed on the open market in order to ensure that a full market price is obtained. The only exceptions will be when police houses are sold to resident officers or when property owned by the Authority can be combined with adjacent land to form a development plot thereby enhancing the value of the whole plot.

Written instructions will be given to the Estates and Valuation Consultants for each building, house or land to be sold. The consultants will undertake local research and then recommend in writing a sale price and most suitable method of disposal (estate agent, specialised consultant, auction, local advertisement etc). Authority to proceed will be given in writing by the Property Services and Capital Manager. Once marketing has been completed the Estates and Valuation Consultants will recommend a purchaser. Written authority to proceed with the sale will be given by the Property services and Capital Manager. The Force Solicitor will arrange the legal formalities.

When a police house is sold to a resident officer the Estates and Valuation Consultants will obtain a valuation from 3 local estate agents and then recommend in writing a reasonable market price. A formal letter to the resident advising him/her of the non-negotiable price will be sent by the Property Services and Capital Manager.

When valuing a police house for sale either to a resident or on the open market the Estates and Valuation Consultants will advise on any development potential the plot has. If there is potential that area of land will be removed from the sale and retained by the Police Authority. In some circumstances it may be necessary to refuse to sell a house to a resident officer because of the development potential of the plot.

If an approach is made to the Police Authority to sell land to form part of a larger development site the Estates and Valuation Consultants will negotiate direct with the adjoining landowners or their representatives and then submit formal recommendations. Authority to proceed with the sale under these circumstances will be given by the Property Services and Capital Manager following discussions with the Director of Finance.

APPENDIX 2

THE PROCESS THAT SHOULD BE FOLLOWED WHEN SEEKING AN EXCEPTION TO CONTRACT STANDING ORDERS

Waivers of Contract Standing Orders

If a request for an Urgent Waiver to Contract Standing Orders is sought then the following process should be followed.

1. The **Urgent Waiver** Proforma should be completed and submitted in the first instance to the Head of Procurement for review and endorsement.
2. The endorsed Proforma is then forwarded to the Director of Finance and Services for approval.
3. The approved Proforma is then forwarded to the Chief Constable for further approval and acceptance.
4. If the Chief Constable accepts and approves the case to waiver the Proforma should then be forwarded to the Chairman or his/her nominated deputy for endorsement.
5. A copy of the pro-forma should also be made available at the same time to the Clerk to the Authority or his/her nominated deputy for reporting at the next meeting of the Surrey Police Authority.

If a Waiver of Contract Standing Orders is sought for other reasons then the following process should be followed.

1. The **Standard Waiver** Proforma should be completed to include the following information:
 - The department / division seeking the waiver
 - Details of the proposed Contract
 - Details of the proposed Contractor
 - The total value of the proposed Contract
 - A detailed explanation of why an exception is being sought – including the validity of the case to waiver and an assessment of the consequences if the correct tender procedure were followed;

Supporting documentation to the Standard Waiver Proforma should include as a minimum:-

A business case for the proposed spend (e.g. what are the costs and benefits to support that expenditure);

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- The resulting budget implications of the spend;
 - Whether the initiating Officer, the Head of Procurement or the Director of Finance are aware of the contractor carrying out work for the Authority or Force before and if so did the contractor carry out the Contract to a reasonable standard.
 - Whether the Head of Procurement is reasonably confident (given the information available) that the contractor is financially reliable.
 - Any other background information or details that the Chief Constable / Chairman will need to know in order to make the decision.
 - A contact person and number for further papers or enquiries.
2. The Standard Waiver Proforma and supporting documentation should be submitted in the first instance to the Head of Procurement for review and endorsement.
 3. The endorsed Proforma is then forwarded by the Head of Procurement to the Director of Finance for approval.
 4. The approved Proforma is forwarded by the Director of Finance to the Chief Constable or his / her nominated deputy for approval and acceptance.
 5. If the Chief Constable accepts and approves the case to waive the Chief Constable shall make a report setting out the following information to the Finance Panel.

The report should include:-

- The department / division seeking the waiver
- Details of the proposed Contract
- Details of the proposed Contractor
- The total value of the proposed Contract
- A detailed explanation of why an exception is being sought
- A risk assessment of the Waiver – officers seeking the exception should set out the consequences of following the correct tender procedure
- Whether the proposed Contractor has carried out work for the authority before and if so whether this was carried out to a reasonable standard
- Whether the proposed contractor is reliable / financially sound

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- Any other background information or details that the panel will need to know in order to make the decision
- A contact person for further queries

Following consideration and discussion of the waiver by the Finance Panel the waiver will then be forwarded to the next meeting of the Police Authority for approval.