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Office of the Police and Crime
Commissioner for Surrey

CONTRACT STANDING ORDERS

Between:

THE POLICE AND CRIME COMMISSIONER FOR SUSSEX ('the Commissioner'),

and

THE CHIEF CONSTABLE FOR SUSSEX POLICE ('the Chief Constable')

and between

THE POLICE AND CRIME COMMISSIONER FOR SURREY ('the Commissioner'),

and

THE CHIEF CONSTABLE FOR SURREY POLICE ('the Chief Constable')

***“The public good, value for money,
transparency, integrity, fair treatment of
suppliers and nondiscrimination”***

The principles of public procurement to be enshrined in law – Transforming Public Procurement Green Paper

Contents

SECTION 1 - SCOPE OF ORDERS	6
SECTION 2 - THRESHOLDS AND EXEMPTIONS.....	7
SECTION 3 - THE PROCESSES	
3.1 AUTHORITY TO APPROVE AND SIGN TENDERS AND CONTRACTS.....	9
3.2 PROCESS 1 - UP TO £10,000.....	11
3.3 PROCESS 2 - £10,000 TO £25,000.....	12
3.4 PROCESS 3 - £25,000 UP TO THRESHOLD.....	13
3.5 PROCESS 4 - ABOVE THRESHOLD.....	14
3.6 PROCESS 5 - GOODS AND SERVICES SUPPLIED BY SURREY / SUSSEX POLICE.....	15
3.7 PROCESS 6 - GRANT PAYMENTS.....	16
SECTION 4 - SOCIAL VALUE.....	17
SECTION 5 - TRANSPARENCY & COMMISSIONING PROCUREMENT ACTIVITY.....	18
SECTION 6 - CONTRACT MANAGEMENT.....	19
SECTION 7 - CONTRACT CHANGES.....	21
SECTION 8 - CALCULATING CONTRACT VALUE.....	22
SECTION 9 - DECLARATION OF AN INTEREST IN A CONTRACT OR AN AGREEMENT, RECEIPT OF GIFTS BENEFITS AND/OR MONEY.....	23
SECTION 10 - CONTRACT REGISTER.....	24
SECTION 11 - FAILURE TO ADHERE WITH CONTRACT STANDING ORDERS OR PUBLIC CONTRACT REGULATIONS.....	25
APPENDICES	
APPENDIX A - WAIVER FORM	
APPENDIX B - CONTRACT PERFORMANCE / RISK FORM	

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DEFINITIONS

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

“**Authorised Officer**” means any individual appropriately authorised within section 3

“**Chief Constable**” means the Chief Constable of Surrey or Sussex

“**CSO**” means these Contract Standing Orders

“**JPS**” means the Joint Procurement Service for Surrey and Sussex

“**PCC**” Means the Surrey or Sussex Police and Crime Commissioner

“**PCR**” mean The Public Contracts Regulations (2015) or as subsequently revised

“**Police Force**” or “**Force**” means the Surrey or Sussex Police Force.

“**Purchaser**” means the individual within Surrey or Sussex Police tasked with or responsible for the acquisition of the goods works services being sought or the agreement or arrangement being entered into

“**Threshold**” means the values defined within 2.3 or as subsequently amended under PCR

“**Waiver**” means the approval and / or the corresponding Waiver form that relates

INTRODUCTION

The Police Reform and Social Responsibility Act 2011 created two separate corporations sole; The Police and Crime Commissioner for Sussex and The Chief Constable of Sussex and a further two for The Police and Crime Commissioner for Surrey and The Chief Constable of Surrey.

The PCCs are responsible for:

- The finances of the whole Group;
- Receiving all income and funding;
- Making all payments for the Group from the overall Police Fund;
- Control of all assets, liabilities and reserves
- Directly commissioning victim support services to discharge duty to provide these to ensure victims are supported, better able to cope and recover; and
- Responding to opportunities for additional income to support policing activities that may include commissioning activity e.g Home Office Safer Streets.

The Chief Constables fulfil their functions under the Act within an annual budget set by The Police and Crime Commissioner in consultation with the Chief Constable.

A scheme of delegation is in operation between the bodies determining their respective responsibilities, as well as local arrangements in respect of the use of the PCC's assets and staff.

There are a number of legislative requirements that require the PCCs to make arrangements for the proper administration of their financial affairs and secure value for money. Public Contract Regulations (2015) sets out how procurement activities must be conducted.

The PCCs and Chief Constables have put in place policies, process, systems and people to meet the requirements, support decisions and ensure money is spent in accordance with legislation.

The Joint Procurement Service for Surrey & Sussex (JPS) are responsible for ensuring that the procurement activities of the PCC / Forces adhere with legislation whilst driving further value and benefits through sound commercial practices.

CONTRACT STANDING ORDERS

SECTION 1 – SCOPE OF ORDERS

- 1.1 All budget holders within the PCC's Office / Force must familiarise themselves with these Contract Standing Orders and ensure that any expenditure either they, or anyone they instruct, undertake adhere's with the processes set out within this document.
- 1.2 These CSO's should be read in conjunction with prevailing Financial Regulations and with any policy, procedures and guidance issued by the Head of the Joint Procurement Service.
- 1.3 Where subsequent revisions or amendments are made to PCR (including Procurement Policy Note's being issued amending guidance) these shall take precedence over CSO's.

SECTION 2 – THRESHOLDS AND EXEMPTIONS

- 2.1 Public Contract Regulations set the Threshold's for which the main regulations set out in PCR must apply.

As at 1st January 2022 these Threshold's are:

Category	Inclusive of Std Rate VAT	Exclusive of VAT
Supplies and Services Contracts	£213,477	£177,897
Works Contracts	£5,336,937	£4,447,447

- 2.2 No exemption can be made to undertaking a procurement process where it is a requirement under UK legislation.
- 2.3 Below threshold Procurements are not caught by the main regulations within PCR, consequently where it is deemed necessary and proportionate an Authorised Officer, as per the approval limits set out in 3.1, may choose to waive the requirement to undertake a procurement process but only where the expenditure is below the Threshold's detailed in 2.1 and only where such approval has been captured in a fully completed Waiver Form (Appendix A) and with the approved form being sent to the Joint Procurement Service prior to any commitment being made.
- 2.4 Whilst the main regulations of PCR do not apply below Threshold, PCR does set an expectation that the spirit of above threshold practices still apply to below Threshold procurements. Therefore every effort to undertake a competitive process should be made and that this is done in a fair and transparent way. A Waiver should not be used to circumvent what is in the best interests of the public or the PCC.
- 2.5 Whilst an Authorised Officer may approve a Waiver for below Threshold expenditure, Public Contract Regulations still require any expenditure over £25,000 must have a Contract Award Notice published. The notice will be published by the Joint Procurement Service on behalf of the Purchaser.
- 2.6 It must be noted that the rationale stated within the Waiver Form will be made public in the Contract Award Notice and will be subject to scrutiny by members of the public, suppliers and other interested parties. Any subsequent Freedom of Information requests or challenges received will be directed to the Purchaser (and / or the approver) who requested the Waiver and they must respond to any such enquiry in a timely manner and as requested by the Fol Officer.
- 2.7 PCR (2015) permits certain exclusions ([at Sub Section 3](#)) where it may be permissible not to undertake a full competitive process. Where a contract is to be awarded utilising a permitted exclusion under PCR (2015) this must only be with the prior approval of the Joint Procurement Service and approved for award at the appropriate level in accordance with 3.1.

SECTION 3 – THE PROCESSES

Process 1 – Goods, Works & Services up to £10,000

Process 2 – Goods, Works & Services between £10,000 & £25,000

Process 3 – Goods, Works & Services above £25,000 but below Threshold

Process 4 – Above Threshold procurements

Process 5 – Goods & services supplied by Surrey and / or Sussex Police

Process 6 – Grant Payments

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

Contracts should not be unreasonably disaggregated in order to keep within the process limits outlined above.

3.1 AUTHORITY TO APPROVE AND SIGN CONTRACTS

- 3.1.1 Irrespective of value any proposal to create or enter into a contract that is novel, contentious or repercussive is to be agreed with the PCC before embarking on a procurement process. In all such contracts or agreements, officers are required to seek to minimise any risk to or liability of Surrey and / or Sussex Police to a proportionate level. Where there is likely to be any significant risk or liability assumed by Surrey and / or Sussex Police no Agreement or Contract shall be entered into without the prior agreement of the relevant Chief Executive of the PCC, taking advice from Insurance and Risk Management.
- 3.1.2 No Contract may be signed unless approval to award the contract has first been given in writing by an individual at the appropriate level at 3.1.3.

3.1.3 CONTRACT AWARD APPROVAL

The approval to award a contract may only be granted as follows:

Up to £25,000 by the relevant delegated budget owner

Up to £500,000 by a Senior Procurement Officer (SPO) of the Joint Procurement Service (except where the SPO has run the procurement process themselves)

Up to £1 million – by the Head of the Joint Procurement Service

Up to £5 million – by the Executive Director of Commercial & Financial Services

Any value – The PCC or delegated post holder of the relevant Force

Note: values stated above are inclusive of VAT and refer to the whole contract term including any optional extensions. Contracts should only be approved where budget has been identified and / or otherwise confirmed by the Finance Department

3.1.4 CONTRACT SIGNING

Subject to the necessary approval being granted as per 3.1.3, the signing of a contract can be in writing or through an electronic method and can be undertaken by:-

Up to the relevant Threshold value by the relevant delegated budget holder

Any value by:

- A Senior Procurement Officer of the Joint Procurement Service
- The Head of the Joint Procurement Service
- The Executive Director of Commercial and Financial Services
- The PCC of the relevant Force

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- 3.1.5 Where an individual signs a contract that has not come from the Joint Procurement Service they are accountable for ensuring that:
- (a) the appropriate approvals have been given as per 3.1.3
 - (b) that they are signing within their authority level as per 3.1.4
 - (c) that the contract reflects what has been approved
 - (d) that the details within the contract are accurate
 - (e) that the terms are reasonable and proportionate so as to protect the interests of the PCC

Further any individual that signs a contract must ensure that a copy of the signed contract is immediately shared with the Joint Procurement Service.

- 3.1.6 Where Contracts are signed under seal these must be numbered and recorded in the Seal Register of the relevant PCC. Signing under seal may be appropriate where a contract is required to be a deed rather than just signed under hand. A contract signed under hand has a limitation period for bringing claims under the contract of six years, whereas a Deed has a limitation of twelve years.
- 3.1.7 In the absence of the Head of the Joint Procurement Service (for annual leave, sickness or any other abstraction) Senior Procurement Officers shall have delegated authority to approve to the level of the Head of the Joint Procurement Service.

3.2 PROCESS 1 – Goods, Works & Services up to £10,000

- 3.2.1 Where there is an existing contract or appropriate framework agreement in place for the supplies, services or works being procured, the Purchaser shall utilise that agreement and may only use another Supplier with the prior approval of the Joint Procurement Service. Where the Purchaser is uncertain whether an existing Contract or Framework is in place they should consult with the Joint Procurement Service.
- 3.2.2 Where there is no existing contract in place the Purchaser shall obtain a minimum of 1 (one) current written quotation **or alternatively** the price(s) shown in a current supplier's catalogue(s) (online or hard copy) may be used.
- 3.2.3 The Purchaser may then raise an official purchase order, or where appropriate a Government Procurement Card may be used (see separate GPC Policy for further guidance).
- 3.2.4 The above process may only be used where the aggregate spend does not exceed £10,000 over 4 years.

3.3 PROCESS 2 – Goods, Works & Services between £10,000 and £25,000

- 3.3.1 Where there is an existing contract or appropriate framework agreement in place for the supplies, services or works being procured, the Purchaser shall utilise that agreement and may only use another Supplier with the prior approval of the Joint Procurement Service. Where the Purchaser is uncertain whether an existing Contract or Framework is in place they should consult with the Joint Procurement Service.
- 3.3.2 A Purchaser can request the support of the Joint Procurement Service to undertake the process on their behalf and subject to sufficient resource being available the Joint Procurement Service shall assist the Purchaser. Alternatively a Purchaser may undertake the process themselves ensuring adherence with these CSO's.
- 3.3.3 A compliant framework may be utilised to procure the goods, works or services. This may be the most expedient route and in some instances it may be permissible to award a contract without a further competitive process. Purchaser's should liaise with the Joint Procurement Service for advise, guidance and assistance on the use of frameworks.
- 3.3.4 Alternatively, a minimum of 3 (three) current written quotations should be sought against a common specification (issued in writing).
- 3.3.5 Provided the Purchaser intends to accept the lowest of the quotations, an Official Purchase Order is raised.
- 3.3.6 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 the Joint Procurement Service or a Senior Procurement Officer and obtain written consent to accept that quotation or (as applicable) the lowest of the quotes obtained.
- 3.3.7 The Purchaser shall retain the quotations and append these to the purchase order (either electronically or physically as appropriate).
- 3.3.8 The Elected Local Policing Bodies (Specified Information) (Amendment) Order 2012 includes a requirement to publish a copy of each contract and tender with a value in excess of £10,000. To fulfil this requirement, where any contract is signed or terms accepted that differ to those on the purchase order a copy must be sent to the Joint Procurement Service so that this can be published on the PCC / Forces Contract Register.
- 3.3.9 The above process may only be used where the aggregate spend across multiple quotation exercises does not exceed the Threshold value (see 2.1) over a 4 year period. If the Purchaser reasonably expects aggregated expenditure over 4 years to exceed the Threshold then Process 4 should be used from the outset.

3.4 PROCESS 3 – Goods, Works or Services above £25,000 but below Threshold

- 3.4.1 Any procurement process above £25,000 must be lead by the Joint Procurement Service. Purchasers must not enter into dialogue with suppliers prior to their engaging with the Joint Procurement Service as this may prejudice subsequent activities.
- 3.4.2 The Purchaser should seek to advise the Joint Procurement Service of their requirement at the earliest possible opportunity to ensure that any necessary activities can be appropriately planned.
- 3.4.3 The Joint Procurement Service has a large volume of procurements being undertaken at any one time and a Purchaser should not expect the Joint Procurement Service to be able to immediately resource their requirement upon request.
- 3.4.4 The Joint Procurement Service will, where necessary, facilitate market engagement with suppliers to help users to further understand and define their requirements and to understand the market place offerings.
- 3.4.5 The Joint Procurement Service shall be responsible for assessing the most appropriate options for taking the procurement to the market. Any compliant route to market may be recommended. This may in certain circumstances include the seeking of (a minimum of three) quotations where alternative routes are either not available or proportionate for the requirement in question.
- 3.4.6 The route to market must be approved by a Senior Procurement Officer or the Head of Procurement prior to the commencement of the procurement.
- 3.4.7 The Joint Procurement Service shall, where so required by PCR (2015), publish a public opportunity notice and / or a contract award notice on government websites (e.g. Contracts Finder, Find a Tender).
- 3.4.8 The requirement to publish a public opportunity notice shall not apply where the procurement is either;
 - (a) conducted under a Framework Agreement; or
 - (b) conducted by a quotation process; or
 - (c) for Works tenders under the Threshold.
- 3.4.9 The above process may only be used where the aggregate spend across multiple procurements does not exceed the Threshold value (see 2.1) over a 4 year period. If the Purchaser reasonably expects aggregated expenditure over 4 years to exceed the Threshold then Process 4 should be used from the outset.

3.5 PROCESS 4 – Above Threshold procurements

- 3.5.1 Any procurement process above Threshold must be lead by the Joint Procurement Service. Purchasers must not enter into dialogue with suppliers prior to their engaging with the Joint Procurement Service.
- 3.5.2 The Purchaser should seek to advise the Joint Procurement Service of their requirement at the earliest possible opportunity to ensure that any necessary activities can be appropriately planned.
- 3.5.3 The Joint Procurement Service has a large volume of procurements being undertaken at any one time and a Purchaser should not expect the Joint Procurement Service to be able to immediately resource their requirement upon request.
- 3.5.4 The Joint Procurement Service will, where necessary, facilitate market engagement with suppliers to help users to further understand and define their requirements and to understand the market place offerings.
- 3.5.5 The Joint Procurement Service shall be responsible for assessing the most appropriate options for taking the procurement to the market. Any route to market that is compliant with PCR (2015) may be recommended.
- 3.5.6 The route to market must be approved by a Senior Procurement Officer or the Head of Procurement prior to the commencement of the procurement.
- 3.5.7 Where proportionate and in adherence with PCR (2015) suppliers partaking in a procurement may be subject to financial and capability checks, if appropriate, before a decision of an award is completed. In any event a supplier who it is recommended a contract be awarded to shall be credit checked (via Experian or similar) to ascertain any potential financial risks.
- 3.5.8 Any procurement activity with suppliers shall be completed electronically via the Surrey and Sussex Police tendering portal, except where a procurement is undertaken under a framework that provides for its own portal / process for engaging and / or selecting suppliers.
- 3.5.9 Where suppliers are required to submit tenders these shall be kept secure electronically and unopened until the time and date specified for their opening.
- 3.5.10 No tender received after the time and date specified shall be considered.
- 3.5.11 Criteria for the award of contracts shall be disclosed within the invitation to tender and these criteria shall be strictly observed by Officers designated to evaluate the tender(s). These criteria cannot be varied after tenders have been received.

3.8 PROCESS 5 - CONTRACTS FOR THE SUPPLY OF GOODS AND SERVICES BY SURREY AND / OR SUSSEX POLICE

Any Contract or Agreement for the supply of goods and/or services by Surrey and / or Sussex Police shall be for the best market value for Surrey and / or Sussex Police, unless the relevant Chief Constable or Executive Director of Commercial and Financial Services directs otherwise and the reason for such agreement is provided in writing. Charges should be in line with National Police Chiefs' Council (NPCC) guidance or other national guidance on charging for services.

Fees & Charges for the Supply of Goods & Services can be found here:

[PCC for Surrey](#)

[PCC for Sussex](#)

In all such Contracts or Agreements, Officers are required to seek to minimise any risk to or liability of Surrey and / or Sussex Police to a proportionate level. Where there is likely to be any significant risk or liability assumed by Surrey and / or Sussex Police, no Agreement, Contract or Process shall be entered into without the prior agreement of an Head of Department / Superintendent or above in consultation with the Head of the Joint Procurement Service, or a nominated Procurement Officer.

3.9 PROCESS 6 – GRANT PAYMENTS

- 3.9.1 On occasions there may be a requirement to make a grant payment to a Third Sector Organisation (TSO). In this instance, and if the Budget Holder is content that the requirement meets the ability to intervene (see National Audit Office (NAO) guidance; <https://www.nao.org.uk/successful-commissioning/assessing-needs/clarify-your-ability-to-intervene/>) then any grant payments must follow the process and principles set out in the NAO Successful Commissioning Toolkit.
- 3.9.2 It is the responsibility of the Budget Holder to engage with the Finance Department on any financial matters in relation to the grant payment, including whether the funds they propose to use for the grant are suitable for use as a grant.
- 3.9.3 The Budget Holder is accountable for ensuring that the proposed Contract is fit for purpose and does not expose the PCC / Force to any unduly adverse terms.
- 3.9.4 Where the PCC / Force is a recipient of grant funding, any third party expenditure under the grant is still subject to adherence with these Contract Standing Orders and Public Contract Regulations.

SECTION 4 – SOCIAL VALUE

- 4.1 Social Value is a term that encompasses the difference that an organisation can make to the community. In respect of procurement, this is addressed through the supply chain. This includes benefits to the environment, addressing equality, diversity, modern slavery and economic development amongst a number of other areas.
- 4.2 The Government has stated that delivering social value through public sector expenditure is a key objective.
- 4.3 For Above Threshold procurements the PCC / Force makes a commitment to include a minimum weighting of 10% for Social Value criteria.
- 4.4 The PCC / Force has a Social Value Strategy that informs how social value will be delivered. When undertaking procurements, particularly those above Threshold, the Social Value Strategy shall be referenced as to how social value should be incorporated into the procurement process.

SECTION 5 – TRANSPARENCY & COMMISSIONING PROCUREMENT ACTIVITY

- 5.1 The Joint Procurement Service shall, on a monthly basis, publish and circulate at appropriate Board Meetings a summary of:
- Contract Awards made by the Joint Procurement Service over the past month;
 - Contracts that have expired over the past month;
 - Current procurement activity;
 - Planned procurement activity;
 - Breaches of Contract Standing Orders identified over the past month;
 - Any waivers to Contract Standing Orders made over the past month;
- 5.2 Where a Budget Holder identifies a need to undertake a procurement that is not already within the plan referenced at 6.1 they must, at the earliest opportunity, advise the Joint Procurement Service of this need for the procurement activity to be planned into the programme of work.
- 5.3 No procurement process shall commence until the Budget Holder has confirmed the availability of a budget for the supplies, services or works to be procured and supplied a document setting out the requirements for the procurement (even if this is only at a high level pending market engagement activity). A member of the Joint Procurement Service can assist the Purchaser in defining their requirements
- 5.4 Expiring contracts, current or planned procurement activity of £1m or more will be reported to the PCC in a suitable format that sets out the goods or services to be procured, what they will be for, the rationale for re procurement and, if relevant, the proposed procurement timetable and any other relevant information. No tender will be commenced until at least 2 weeks have passed following the date of submission of said report to allow the PCC the opportunity to review and ask questions or express concerns.
- 5.5 Where un-planned procurements are brought to the Joint Procurement Service with insufficient time to be factored into the Joint Procurement Service work plan and if there is insufficient capacity within the Procurement Team to undertake the work, the Joint Procurement Service shall endeavor to commission external resources to undertake the procurement. Where required, the Budget Holder shall be charged for all the costs arising from the use of the external resource.
- 5.6 Under no circumstances shall any Budget Holder or member of staff seek to commission any external person, agency or company to undertake a procurement on behalf of the PCC / Force without the prior approval of the Head of Procurement.

SECTION 6 – CONTRACT MANAGEMENT

6.1 For each Contract awarded, the relevant business lead must appoint a Contract Manager whose name should be notified to both the Joint Procurement Service and the Contractor and whose responsibilities should include, but not be limited to:-

- (a) Mobilising the contract following contract award, supported by the Joint Procurement Service where commercial advice is required;
- (b) Promote the contract, its benefits and advise how to use the contract to potential users around the PCC / Force, where appropriate;
- (c) Be the primary point of contact for any enquiries into the contract;
- (d) Monitoring performance of the Contractor(s) against the Contract;
- (e) Monitoring the continuing level of operational and financial risk (including risk of fraud) to which Surrey and / or Sussex Police;
- (f) Facilitating the resolution of issues between the Contractor and key Surrey and / or Sussex Police user(s);
- (g) Ensuring the prompt settlement of invoices correctly and properly submitted by the Contractor in accordance with the Contract;
- (h) Ensuring any contract changes are conducted in accordance with section 8 of these CSO's.
- (i) Recommending to the Joint Procurement Service, in a timely manner, whether extension options within contracts should be exercised, taking onto consideration the length of time required to re-procure should an extension option not be exercised. (Note, that all extensions must go via the Joint Procurement Service for approval by the Head of Procurement prior to any communications with the contractor).
- (j) Ensuring that any rebates due under the contract are obtained.
- (k) Ensuring that where retention payments are used in a contract that all conditions required under the contract are met prior to releasing any such payment.

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- 6.2 Contract Managers must, on a monthly or quarterly basis (as agreed with the Joint Procurement Service), advise the Joint Procurement Service the current levels of performance and risk for each supplier and contract that they manage (see Appendix B).
- 6.3 The Joint Procurement Service shall maintain the names of contract managers of the Contract Register. In the event that ownership of contract management responsibilities transfers to a different individual the Contract Manager / Business Lead must notify the Joint Procurement Service at the earliest opportunity so that the PCC / Force Register can be updated and communications re-directed accordingly.
- 6.4 The Procurement Team will provide contract management support as defined below for contracts that have a value in excess of £50,000.
 - (a) Supporting implementation of service improvement plans where there is failing performance.
 - (b) For identified high value or high risk contracts, attendance at meetings where structured reviews are required to enable further value to be extracted.
 - (c) Managing contract variations, extensions, novations and any other amendments to the legal position of the contract.
- 6.5 The Joint Procurement Service must be made aware of any dispute arising under a Contract, who will then assist with any resolution and or co-ordination with Legal, Insurance or other departments as appropriate.

SECTION 7 – CONTRACT CHANGES

- 7.1 Contract changes are only permissible where the proposed modification is within the scope of the original contract.
- 7.2 Where a proposed change varies the value of the contract it must be approved by an individual at the appropriate level as per section 3.
- 7.3 When considering the approval level required, the cumulative total value of all contract changes that preceded the proposed change must also be considered.

As an example, Change no. 1 is £20,000 and can be approved by a budget holder, Change no. 2 is £10,000 therefore the cumulative total is £30,000 which would therefore require approval at a higher level than the budget holder.

- 7.4 The cumulative total value of contract changes cannot exceed more than
- (a) 10% where the contract is for goods or services,
 - (b) 15% for works contracts.

In relation to the original value of the contract at the point of award, provided that such changes do not modify the overall nature of the contract and where the cumulative total value of changes does not exceed the Threshold's set out in 2.1.

- 7.5 Where a proposed contract change would take the cumulative total value of changes over 10% (or 15% for works contracts), it must first be discussed with the Joint Procurement Service who will assess whether the contract modifications are permitted under Regulation 72 of PCR.
- 7.6 Contract changes are subject to the same publication requirements as contracts and therefore all contract changes must be copied to the Joint Procurement Service who shall
- (a) Establish and maintain a change control tracker
 - (b) Update the contract value on the contract register where required
 - (c) Retain copies of the contract changes alongside the contract
 - (d) Publish any notices required under PCR
- 7.7 Irrespective of whether a contract change affects the value of the contract, any changes that affect the terms of the contract must be in writing and following the change control process set out in the contract. These changes must also be shared as per 8.6

SECTION 8 – CALCULATING CONTRACT VALUE

- 8.1 Where like goods, services or 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 for both PCCs / Forces.
- 8.2 Where the Contract does not specify the length of the period it is to run, then four years shall be taken as the multiplier.
- 8.3 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.
- 8.4 When considering the approval / signing limit for a Contract, this will be governed by the value of each Contract awarded under a process (whether the split is by Contracting Authority, Supplier or both).

SECTION 9 – 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 (being any employee or agent) 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 Contract Standing Order is in addition to those statutory obligations.

- 9.1 Any Officer who has either a potential or established interest in any Contract or Agreement placed or to be placed for or on behalf of Surrey and / or Sussex Police shall declare that interest immediately to their Line Manager by completing a Declaration of Interest/Hospitality Pro-forma (refer to respective PCC / Force's policy and procedures) and immediately remove him/herself from the Process.
- 9.2 The Line Manager shall inform the Head of Joint Procurement Service that the above action has taken place.

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SECTION 10 – CONTRACT REGISTER

- 10.1 The Head of the Joint Procurement Service shall maintain a Register of all such Contracts awarded following Process 4 and 5 (and those under process 3 that have been communicated to the JPS), specifying the name of the Contractor, the goods works services to be supplied, the length of the Contract, its expiry date, value and named contract manager.
- 10.2 Copies of the Register maintained under 10.1 above shall be made available online and the link to this published on the websites of both Forces and the Police and Crime Commissioners for Surrey and Sussex.
- 10.3 Heads of Division and Departments are required to advise the Joint Procurement Services of all contracts they enter into with a value between £5,000 and £50,000 no later than 30 days following the award of the Contract. Details of these contracts shall then be made available via the websites of both Forces and the Police and Crime Commissioners for Surrey and Sussex when advised.
- 10.4 Contract renewals should be identified through the register and used to establish the ongoing procurement work plan.
- 10.5 Supporting information including the signed contract, schedules, variations or any other must be uploaded on to the Contract Register for all contracts held.
- 10.6 Where a copy of a contract is requested under transparency obligations, it will be obtained from the contract Register with any confidential/sensitive information being redacted before publication.

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SECTION 11 – FAILURE TO ADHERE WITH CONTRACT STANDING ORDERS OR PUBLIC CONTRACT REGULATIONS

- 11.1 Failure to adhere in anyway with these CSO's or PCR may result in the application of the relevant Forces or PCC's disciplinary procedures.
- 11.2 Any identified failure to adhere with these CSO's and / or PCR (Hereafter defined as 'Non-Adherence') must, in the first instance, be reported in writing to the Head of the Joint Procurement Service.
- 11.3 Budget Holders are accountable and responsible for the actions of their staff and / or any individual that they have instructed to undertake any activity that results in Non-Adherence.
- 11.4 The lack of awareness of CSO's and or PCR is not a mitigation against Non-Adherence. Remedies under PCR make no allowance for ignorance of due process.
- 11.5 It is incumbent upon Budget Holders to provide documented evidence of adherence where instances of potential Non-Adherence have been highlighted. Failure to do so within the reporting period shall result in the instance being recorded as Non-Adherence.
- 11.6 All Non-Adherence shall be recorded and published monthly for review at appropriate Board Meetings.
- 11.7 When reporting on Non-Adherence each instance shall be identified as follow's:

Below Threshold – Failure to Adhere with CSO's – These represent a lower risk to the PCC but highlights potentially poor commercial practices within the business area. All obligations within PCR have been met.

Above Threshold – Failure to Adhere with CSO's – These represent a medium risk to the PCC and highlights potentially poor commercial practices within the business area. All obligations within PCR have been met.

Below Threshold – Failure to Adhere with PCR - These represent a medium risk to the PCC and highlights potentially negligent commercial practices within the business area.

Above Threshold – Failure to Adhere with PCR - These represent a high risk to the PCC and highlights potentially negligent commercial practices within the business area.

Note: When referencing risk above, this is in respect of potential remedies under PCR which could include financial damages and contracts being set aside, amongst other remedies. Reputational risk remains in all instances as contract awards must be made public.

- 11.8 The Joint Procurement Service will seek to educate and encourage Budget Holders to adhere with due process where instances of Non-Adherence are identified. However the Joint Procurement Service has no means of enforcement and are not able to prevent occurrences of Non-Adherence where these occur locally.

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- 11.9 Consequently Chief Officers shall review the instances of Non-Adherence reported and in consultation with the Head of Department or Business Lead take the appropriate form of action.
- 11.10 Contracts will be subject to routine audit to review compliance with these Standing Orders.