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# 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')

***Delivering value for money;***

***Maximising public benefit;***

***Sharing information for the purpose of  
allowing suppliers and others to  
understand the authority's procurement  
policies and decisions;***

***Acting, and being seen to act, with  
integrity***

The objectives that contracting authorities must have regard to when carrying out procurement activities, as set out in the Procurement Act 2023

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## DEFINITIONS

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

**“Above Threshold” or “Covered Procurement”** means a procurement process or contract award that would have a value in excess of the Threshold that applies for that type of contract.

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

**“Authority”** means the Force / PCC seeking to procure / contract.

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

**“Contracting Authority” or “Contracting Authorities”** means a public authority that is, mainly or wholly funded out of public funds; subject to public authority oversight and does not operate on a commercial basis.

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

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

**“OPCC”** means the Office of the Police and Crime Commissioner

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

**“Legislation” or “Act”** means The Procurement Act (2023) and any secondary legislation and regulations that relate and govern public procurement at that point in time.

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

**“Procurement Lead”** means the individual from within the Joint Procurement Service, or as otherwise instructed by the Joint Procurement Service, that is responsible for running the Procurement Process.

**“Procurement Process”** means any procurement process (competitive tendering procedure, quotations or Direct Award) that precedes and results in a Contract Award.

**“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 3.1 or as subsequently amended

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

## **PART 1 – PRE-AMBLE**

### **1.1 INTRODUCTION**

1.1.1 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.

1.1.2 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; and
- Control of all assets, liabilities and reserves.

1.1.3 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.

1.1.4 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.

1.1.5 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. Legislation sets out how procurement activities must be conducted.

1.1.6 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.

1.1.7 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.

## 1.2 SCOPE OF ORDERS

- 1.2.1 All budget holders within the PCC's Office / Force must familiarise themselves with these Contract Standing Orders and are accountable for ensuring that any expenditure either they undertake, or anyone they instruct undertakes, adheres with the processes set out within this document and under Legislation.
- 1.2.2 Where the Joint Procurement Service is required to and / or undertakes procurement activities on behalf of the organisations, they are accountable for ensuring contracts are awarded in line with these Contract Standing Orders and Legislation.
- 1.2.3 It is important to note that having delegated budget responsibility does not automatically entitle any budget holder to spend budget on external goods, works or services in any way other than as set out within these Contract Standing Orders and Legislation.
- 1.2.4 These Contract Standing Orders seek to highlight the key considerations and obligations set out within Legislation but are not an exhaust list. The Joint Procurement Service should be approached for advice where Budget Holders are uncertain on the application of CSO's / Legislation.
- 1.2.5 In the event of any contradictions between Contract Standing Orders and Legislation (including Procurement Policy Note's), Legislation will always take precedence over Contract Standing Orders.
- 1.2.6 Where Legislation affords Contracting Authorities discretion in how they undertake aspects of procurement, these Contract Standing Orders set out any standardised approach that the organisations have chosen to adopt.
- 1.2.7 These Contract Standing Orders 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.

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## PART 2 – GOVERNANCE

### 2.1 EXTERNAL GOVERNANCE

- 2.1.1 The expenditure of public bodies is governed by legislation, notably:
- a) The Procurement Act 2023 (including all secondary legislation)
  - b) The Elected Local Policing Bodies (Specified Information) (Amendment) Order 2012
- 2.1.2 A number of other bodies have influence over the Policing Sector procurement, including:
- a) The Cabinet Office
  - b) The Home Office
  - c) The Association of Police & Crime Commissioners
  - d) National Police Chiefs Council
  - e) Blue Light Commercial
- 2.1.3 When awarding contracts, Legislation must always be adhered with, and any guidance or requirements issued by bodies listed in 2.1.2 should be considered.

### 2.2 INTERNAL GOVERNANCE

- 2.2.1 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.
- 2.2.2 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 2.2.3

### 2.2.3 CONTRACT AWARD APPROVAL

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

Value	Role
Up to £25,000	the relevant delegated budget owner
Up to £500,000	a Senior Procurement Officer (SPO) of the Joint Procurement Service (except where the SPO has been the Procurement Lead on the procurement process)
Up to £1 million	the Head of the Joint Procurement Service
Up to £5 million	the Executive Director of Commercial & Financial Services or Chief Financial Officer
Any value	The PCC or delegated post holder of the OPCC

**Note:** values stated above are exclusive 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

### 2.2.4 CONTRACT SIGNING

Subject to the necessary approval being granted as per 2.2.3, the signing of a contract can be in writing or through an electronic method and can be undertaken by:

Value	Role
Up to the relevant Threshold value	the relevant delegated budget holder
Any Value	<ul style="list-style-type: none"> <li>• A Senior Procurement Officer of the Joint Procurement Service</li> <li>• The Head of the Joint Procurement Service</li> <li>• The Executive Director of Commercial and Financial Services</li> <li>• The Chief Financial Officer</li> <li>• The PCC of the relevant Force</li> </ul>

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2.2.5 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 2.2.3
- (b) that they are signing within their authority level as per 2.2.4
- (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.

2.2.6 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.

2.2.7 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.

## PART 3 – PROCUREMENT PROCESS

### 3.1 THRESHOLDS

3.1.1 Legislation sets the Threshold's that dictate what processes can or will need to be followed for a procurement activity.

As of 1<sup>st</sup> January 2026 these Thresholds are:

Category	Inclusive of Std Rate VAT	Exclusive of VAT
Supplies and Services Contracts	£207,720	£173,100
Light Touch Contract	£663,540	£552,950
Concession Contract	£5,193,000	£4,327,500
Works Contracts	£5,193,000	£4,327,500

3.1.2 Any procurement activities with a value below the Threshold values must be treated as “Regulated below-threshold contracts”; any procurement activities above the Threshold values must be treated as a “Covered Procurement”, as defined within Legislation.

3.1.3 For Regulated below-threshold contracts, the limits in the table below stipulate the minimum expectations around how the requirement is procured, for contract values up to and including the corresponding value limit in the adjoining columns:

Process	Inclusive of Std Rate VAT	Exclusive of VAT
Single Quotation or Price obtained from a catalogue	£12,000	£10,000
Three quotations	£30,000	£25,000
Three quotations or other competitive procurement process. <i>This must be led by the Joint Procurement Service</i>	£214,904	£179,086

## **3.2 ESTIMATING CONTRACT VALUES**

3.2.1 When assessing the value of a contract, this must be the maximum amount it would be expected to pay under the contract including, where applicable, amounts already paid.

3.2.2 The amount the expected to pay includes the following:

- a) the value of any goods, services or works provided by the contracting authority under the contract other than for payment;
- b) amounts that would be payable if an option in the contract to supply additional goods, services or works were exercised;
- c) amounts that would be payable if an option in the contract to exercise or renew the term of the contract were exercised;
- d) amounts representing premiums, fees, commissions or interest that could be payable under the contract;
- e) amounts representing prizes or payments that could be payable to participants in the procurement.

3.2.3 When awarding a Framework (including Open Frameworks), the value of the framework is considered to be the sum of the estimated value of all the contracts that have or may be awarded in accordance with that Framework.

3.2.4 When awarding a Concession contract, the maximum amount the supplier could expect to receive under or in connection with the contract.

## **3.3 ANTI-AVOIDANCE**

3.3.1 Under no circumstances should contracts be disaggregated so as to avoid following any required procedure or avoid any particular level of approval.

3.3.2. Legislation requires that where any two or more contracts proposed to be awarded, that could reasonably be (or have been) awarded under a single contract, then the value of each of the contracts must be estimated as including the value of all the contracts.

## 3.4 PLANNING

- 3.4.1 Where any proposed expenditure over £25,000 (ex VAT) is identified it must be notified to the Joint Procurement Service at the earliest opportunity and prior to any procurement steps being taken (including engaging with suppliers).
- 3.4.2 Depending on the nature of the procurement being undertaken, a procurement process could take anywhere from 2 weeks (very simple, cost only commodity purchase) through to a year (complex goods, works or services, or where TUPE is involved).
- 3.4.3 These timeframes are indicative and can be affected by a number of factors, not least the availability of resources from elsewhere within the organisations that may be required to support any procurement. Critically any challenge put in by a supplier in relation to the outcome of a procurement, may result in a delay to the process. It is therefore imperative that procurement processes are commenced with an appropriate contingency within the proposed timeframe.
- 3.4.4 The above timeframes are from commencement of a procurement process, not from when stakeholders first contact the Joint Procurement Service. It will be necessary to plan in procurement activities to the pipeline of activity for the Joint Procurement Service and the scheduling of any works will be governed by the availability of resources, existing activities and the priority of each of the projects.
- 3.4.5 Budget Holders should engage with the Senior Procurement Officer accountable for their particular department / portfolio to establish further information on processes that may need to be followed and likely timeframes for this.

## 3.5 SPECIFICATIONS

- 3.5.1 Specifications define the goods, works or services that the contracting authority is seeking to procure.
- 3.5.2 Specifications can be presented in a number of different ways, but broadly these can be grouped as Input or Output Specifications.
- 3.5.3. Input specifications are typically prescriptive and define particular goods, services or works required. These would typically be used where there is a particular dependency that requires a very specific solution.
- 3.5.4 Output specifications typically present an outcome required and are not overly prescriptive around how that output may be met.
- 3.5.5 Output specifications would generally result in more innovative solutions, and therefore would be used in process where innovation is preferred.
- 3.5.6 Legislation stipulates a number of obligations when defining technical specifications, included within these are:
- a) The procurement documents may not refer to design, a particular licensing model or a description of characteristics in circumstances where they could appropriately refer to performance or functional requirements.
  - b) The procurement may not refer to a UK Standard unless the standard adopts internationally recognised equivalents, or there is no internationally recognised equivalent.
  - c) Unless the contracting authority considers it necessary in order to make its requirements understood, the procurement documents may not refer to particular:
    - i. Trademark, trade name, patent, design or type,
    - ii. Place of origin, or
    - iii. Producer or supplier
  - d) If the matters referenced in (c) above are referred to, the procurement documents must also provide that tenders, proposals, or applications demonstrating equivalent quality or performance will not be disadvantaged.

### 3.6 PRELIMINARY MARKET ENGAGEMENT

- 3.6.1 How a contracting authority engages with the market, prior to issuing a tender is governed by Legislation and referred to as Preliminary Market Engagement.
- 3.6.2 The Authority may choose to engage in Preliminary Market Engagement to:
- a) develop the Authority's requirements and approach to the procurement;
  - b) designing a procedure, conditions of participation or award criteria;
  - c) preparing tender notice and associated tender documents;
  - d) identifying suppliers that may be able to supply the goods, services or works required;
  - e) identifying likely contractual terms
  - f) building capacity among suppliers in relation to the contract being awarded
- 3.6.3 In carrying out the Preliminary Market Engagement, the Authority must take steps to ensure that:
- a) suppliers participating in the preliminary market engagement are not put at an unfair advantage, and
  - b) competition in relation to the award of the contract is not otherwise distorted.
- 3.6.4 If, through the preliminary market engagement, a supplier gains an unfair advantage, and the advantage cannot be avoided then the supplier must be excluded from participating in the tender.
- 3.6.5 There may be a requirement to publish a public notice detailing any preliminary market engagement (planned or undertaken), and for this reason anyone seeking to undertake preliminary market engagement must do so only with the prior approval of the Joint Procurement Service.
- 3.6.6 Note that preliminary market engagement relates to direct engagement with (potential) suppliers, it is still permissible to undertake market assessments through engagement with (for example) other Police Forces or public bodies who have similar requirements to our own, desk-based research (e.g. using internet searches), conferences or any other means that does not involve any dialogue with (potential) suppliers on the Force's upcoming requirements.

### **3.7 DUTY TO CONSIDER LOTS / SME'S**

3.7.1 Prior to publishing a tender notice, the Authority must consider whether:

- a) the goods, services or works to be supplied under the contract could reasonably be supplied under more than one contract, and
- b) such contracts could appropriately be awarded by reference to lots.

3.7.2 If it is considered that a contract could be awarded by reference to lots then the tender must include for this, or if the Authority decides not to progress with lots, then provide in the tender the reasons for not doing so.

3.7.3 The Authority also has an obligation under Legislation, for Above-Threshold procurement processes, to have regard to the fact that small or medium sized enterprises (SME's) may face particular barriers to participation and therefore the Authority must consider whether such barriers can be removed or reduced.

### **3.8 CONFLICT OF INTEREST**

3.8.1 Under Legislation, Contracting Authorities have a duty to both identify and mitigate any conflicts of interest, or potential conflict of interest.

3.8.2 An "interest" includes a personal, professional or financial interest and may be direct or in-direct.

3.8.3 A Declaration of Interest will need to be completed by any individual that is involved in the procurement process where they have some degree of influence over it. This would include roles such as those individuals defining requirements and writing specifications, those involved in evaluations, and those involved in managing contracts once live.

3.8.3 The Declaration of Interest(s) submitted feed into a Conflicts Assessment which captures the outcomes of each Declaration of Interest and any mitigations (if any) that need to be taken as a result.

3.8.4 Where a conflict of Interest is identified the Authority must undertake all reasonable steps to ensure that a conflict of interest does not put a supplier at an unfair advantage or disadvantage in relation to the procurement.

3.8.5 A mitigation may include the removal of the individual(s) identified as having the conflict of interest being removed from the process, or potentially may result in a supplier being removed from the process.

3.8.6 For all Above Threshold procurement processes a Conflicts Assessment must be undertaken in accordance with section 83 of the Procurement Act 2023 prior to a tender or transparency notice being published, and will then be reviewed

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and updated as necessary at various key milestones throughout the procurement process and the lifetime of the contract thereafter. The Conflicts Assessment will be led by the Procurement Lead.

### **3.9 REGULATED BELOW-THRESHOLD PROCUREMENT**

3.9.1 A Regulated Below-Threshold Procurement is a below Threshold contract that is not

- a) an exempted contract
- b) a concession contract

3.9.2 Where the Authority seeks tenders as part of a Regulated Below-Threshold Procurement it may not restrict the submission of tenders by reference to an assessment of a supplier's suitability to perform the contract, which includes:

- a) legal and financial capacity;
- b) technical ability

3.9.3 The duty to consider SME's (see 3.7) still applies to Regulated Below-Threshold Procurements.

3.9.4 The Authority may not advertise for the purpose of inviting tenders without first publishing a below-threshold tender notice. This does not apply where the Authority only seeks tenders from particular or pre-selected suppliers.

3.9.5 Any Regulated Below-Threshold Procurement that results in a contract being awarded for a value of £30,000 (inc. VAT) or above, must have a contract details notice published.

#### **3.9.6 UP TO £10,000 – SINGLE QUOTATION**

Where a Regulated Below-Threshold Procurement has a value up to, or including, £10,000 (exc. VAT) it is permissible for a Budget Holder to seek a single written quotation for their requirements or to use a catalogue price (on-line or paper copy).

3.9.7 The Budget Holder must be satisfied that in assessing the value as being up to £10,000 there is no reasonable likelihood of other areas of the organisation already procuring or needing to procure similar requirements. If there is a reasonable likelihood, or if the Budget Holder is uncertain, they should seek clarification from the Joint Procurement Service as to whether they can progress their requirements using this procurement process.

3.9.8 Where the Budget Holder is satisfied that any quote or price obtained represents value for money and meets their requirements, they may place an order.

**3.9.9 BETWEEN £10,000 AND £25,000 – THREE QUOTATIONS**

Where a Regulated Below-Threshold Procurement has a value between £10,000 and £25,000 (exc. VAT) it is permissible for a Budget Holder to seek a minimum of three written quotations for their requirements. The budget holders should set out their requirements in writing for suppliers and seek quotations back in writing (electronic or paper copies are acceptable)

3.9.10 The Budget Holder must be satisfied that in assessing the value as being between £10,000 and £25,000 there is no reasonable likelihood of other areas of the organisation already procuring or needing to procure similar requirements. If there is a reasonable likelihood, or if the Budget Holder is uncertain, they should seek clarification from the Joint Procurement Service as to whether they can progress their requirements using this procurement process.

3.9.11 Where the Budget Holder wishes to accept the lowest price quotation, and that this represents value for money and meets their requirements they may place an order.

3.9.12 If the Budget Holder wishes to accept a quotation other than the lowest price, they should set out their rationale for doing so and submit to the Joint Procurement Service for approval to progress prior to placing an Order.

**3.9.13 BETWEEN £25,000 AND THRESHOLD**

Where a Regulated Below-Threshold Procurement has a value between £25,000 and the corresponding Threshold (see 3.1) any procurement process must be led by, or approved by, the Joint Procurement Service.

3.9.14 It is permissible for the Procurement Lead to seek a minimum of three quotations, where the requirement is sufficiently simple to do so, or use a Competitive Process for the procurement.

3.9.15 The Procurement Lead shall ensure that all necessary steps are followed to ensure compliance with Legislation in respect of Regulated Below-Threshold Procurements.

3.9.16 The Procurement Lead, where they are not the Head of Procurement or Senior Procurement Officer, shall seek approval of their proposed procurement plan from the Senior Procurement Officer.

### 3.10 ABOVE THRESHOLD PROCUREMENT

- 3.10.1 An above Threshold procurement is any contract that has a proposed value above the Threshold for the type of contract being procured (see 3.1) and is not an exempted contract (see 3.11).
- 3.10.2 This includes any contracts that are awarded as Framework contracts or Concession contracts.
- 3.10.3 Any Above Threshold procurement process must be led by the Joint Procurement Service.
- 3.10.4 Budget Holders must not engage with suppliers without first engaging with the Procurement Service. Any preliminary market engagement must adhere with Legislation (see 3.6).
- 3.10.5 The Procurement Lead shall ensure that all necessary steps are followed to ensure compliance with Legislation in respect of above Threshold procurements.
- 3.10.6 The Procurement Lead, where they are not the Head of Procurement or Senior Procurement Officer, shall seek approval of their proposed procurement plan from the Senior Procurement Officer.

### 3.11 EXEMPTED CONTRACTS

- 3.11.1 No exemption can be made to undertaking a procurement process where it is a requirement under Legislation.
- 3.11.2 Legislation makes provisions for certain exempted contracts, as follows:
- **Vertical Arrangements**
    - o Whereby the Contract is to be awarded to 'a person' that is controlled by the Contracting Authority (e.g., the Contracting Authority is a parent undertaking in relation to the person).
  - **Horizontal Arrangements**
    - o Whereby a Contract is to be awarded between Contracting Authorities *[with the aim of achieving objectives the authorities have in common in connection with the exercise of their public functions]*
  - **Subject-Matter Exempted Contracts**
    - o Acquisition of Land and Buildings
    - o Broadcasting

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- Acquisition, development, production or co-production of material intended for broadcast (by any means) by a Contracting Authority to the general public.
- Alternative Dispute Resolution
  - Arbitration, mediation or conciliation
- Legal Services
  - Legal Representation by a lawyer in judicial proceedings
  - Legal Advice by a lawyer in connection with proceedings
  - Document certification or authentication by a notary
  - Legal Services provided by a person required to provide them under an enactment or an order of a court or tribunal.
- Financial Services
  - Lending of money to a Contracting Authority
  - Provision or carrying out of an investment service [by an investment firm or qualifying credit institution]
- Employment
  - A contract of employment or a worker's contract [As defined by the Employment Rights Act 1996]
  - Any other Contract between a Contracting Authority and an individual where they are appointed to a public office by the Contracting Authority
- Emergency Services
  - A contract for the provision by an organisation or association not run for profit of one or more of the following services:
    - promotion of fire safety
    - fire extinguishing services
    - services for the protection of life and property in the event of fires
    - search and rescue services
    - civil defence services
- Research and Development Services
- National Security
  - A contract that the Contracting Authority determines should not, in the interests of national security, be subject to this Act or a part of this Act.
- Intelligence Services
  - A contract for the purposes of carrying out, facilitating or supporting intelligence activities.

3.11.3 The above is not a complete list of Exempted Contracts, Schedule 2 of the Procurement Act 2023 should be referenced for full details.

3.11.4 Whilst a Contract may be an Exempted Contract, there may still be obligations, transparency or otherwise, that Legislation imposes on these contracts; therefore,

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any proposal to award a Contract on an Exempted Contract basis should only be done once all Legislative obligations have been checked and effected where required prior to any Contract Award being made.

3.11.5 Any contract awarded under on the basis of being an Exempted Contract must be retained in either a formal repository established for the purposes of retention of those contracts, or where no formal repository exists, shared with the Joint Procurement Service for retention on the Joint Procurement Service contract repository (for Local Contracts).

### **3.12 CONCESSION CONTRACTS**

3.12.1 Concession Contracts are contracts for the supply, for the pecuniary interest, of works or services to the Authority where:

- a) At least part of the consideration for the supply is a right for the supplier to exploit the works or services, and
- b) under the contract the supplier is exposed to real operating risk.

3.12.2 An “operating risk” is a risk that the supplier will not be able to recover its costs in connection with the supply and operation or the works or services, where the factors giving rise to that risk:

- a) are reasonably foreseeable at the time of award, and
- b) arise from matters outside of the control of the Authority and the supplier.

3.12.3 Where the Authority seeks to procure services that are defined as Concession services under Legislation, a higher Threshold limit applies (see 3.1).

3.12.4 Concession Contracts that have a value below the Concession contract Threshold may be procured as a Regulated Below-Threshold Procurement contract. Where the value exceeds the Concession contract Threshold, the Above Threshold process should be followed.

### 3.13 LIGHT TOUCH CONTRACTS

3.13.1 Light Touch Contracts are contracts that are award for certain defined services, as set out in Schedule 1 of The Procurement Act 2023 (Miscellaneous Provisions) Regulations 2024.

3.13.2 The services that may be most commonly used by the Police sector are listed below, however this is not an exhaustive list, and the above schedule should be referenced for a complete list.

CPV Code	Service
75231200	Services related to the detention or rehabilitation of criminals
75231240	Probation services
85111800	Pathology services
85142300	Hygiene services
85147000	Company health services
85148000	Medical analysis services
85200000	Veterinary services
80500000	Training services
92100000	Motion picture and video services
92222000	Closed circuit television services
92512000	Archive services
55100000	Hotel services
55520000	Catering services
79100000	Legal services
75231220	Prisoner-escort services
79710000	Security services
64000000	Postal and telecommunications services
63727100	Towing services
79600000	Recruitment services

3.13.3 Where the Authority seeks to procure services that are defined as Light Touch services under Legislation, a higher Threshold limit applies (see 3.1).

3.13.4 Light Touch Contracts that have a value below the Light Touch contract Threshold may be procured as a Regulated Below-Threshold Procurement contract. Where the value exceeds the Light Touch contract Threshold, the Above Threshold process should be followed.

### 3.14 COMPETITIVE AWARD

3.14.1 The Authority may award a contract to the supplier that submits the most advantageous tender in a competitive tendering procedure.

3.14.2 The “most advantageous tender” is the tender that the Authority considers:

- a) satisfies the Authority’s requirements, and
- b) best satisfies the award criteria when assessed by reference to the criteria specified within the tender.

#### 3.14.3 **Abnormally Low Price**

The Authority may disregard any tender that offers a price that the Authority considers to be abnormally low for the performance of the contract, provided:

- a) it has notified the supplier that it considers the price to be abnormally low, and
- b) gives the supplier reasonable opportunity to demonstrate that it will be able to perform the contract for the price offered.

If the supplier demonstrates to the Authority’s satisfaction that it will be able to perform the contract for the price offered the Authority shall not disregard the tender.

#### 3.14.4 **Competitive Tendering Procedures**

The Authority must carry out a competitive tendering procedure in accordance with a tender notice and any associated tender documents, prior to awarding an Above Threshold contract.

3.14.5 A “competitive tendering procedure” is

- a) a single stage tendering procedure without a restriction on who can submit tenders (an “open procedure”), or
- b) such other competitive tendering procedure as the Authority considers appropriate for the purposes of awarding the contract (a “competitive flexible procedure”)

in either case, the Authority must ensure that the procedure chosen is a proportionate means of awarding the contract, having regard to the nature, complexity and cost of the contract.

3.14.6 Procurement Leads must ensure that a tender is conducted in accordance with all aspects of Legislation.

3.14.7 The Procurement Lead, where they are not the Head of Procurement or Senior

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Procurement Officer, shall seek approval of their proposed procurement plan from the Senior Procurement Officer.

3.14.8 When preparing a tender, the Authority must be satisfied that the tender documents:

- a) contain information sufficient to allow supplier to prepare such a tender, detailing the goods, services or works required, and
- b) are sufficiently clear and specific, and
- c) do not break the rules on technical specifications (see 3.5 and Legislation)

**3.14.9 Conditions of Participation**

Where the Authority seeks to set conditions of participation in the tender, it must ensure that they are a proportionate means of assessing a suppliers legal and financial standing, or their technical ability, to perform the contract.

3.14.10 Where the Authority chooses to assess a suppliers legal and financial standing as part of the conditions of participation, it may not:

- a) require that the supplier submits annual accounts unless they are, or were, required to have audited accounts in accordance with part 16 of the Companies Act 2016 (or overseas equivalent);
- b) require insurance relating to the performance of the contract be in place before the award of the contract.

3.14.11 Where the Authority chooses to assess a supplier's technical ability, as part of the conditions of participation, it may not:

- a) require the supplier to have been awarded a contract by a particular contracting authority,
- b) Break the rules on technical specifications (see 3.5), or
- c) require particular qualifications without allowing for their equivalents.

### 3.14.12 Award Criteria

Award criteria must be specified within the tender and any assessment of the tenders received must only be evaluated against those criteria.

3.14.13 Any criteria that may be used to disqualify a supplier must be clearly specified within the tender. Suppliers may not be disqualified except where the tender has stipulated that failure to meet one or more of the specified criteria would disqualify a tender.

3.14.14 When setting the award criteria, the Authority must be satisfied that they:

- a) relate to the subject-matter of the contract,
- b) are sufficiently clear, measurable and specific,
- c) do not break the rules on technical specifications (see 3.5), and
- d) are a proportionate means of assessing tenders, having regard to the nature, complexity and cost of the contract.

### 3.14.15 Key Performance Indicators

Key Performance Indicators (KPI's) are used to help assess the supplier's performance of the contract.

3.14.16 It is a requirement of Legislation that any contract award with a value in excess of £5,000,000 have a minimum of 3 KPI's specified in them. These KPI's then being monitored and reported upon by way of public notices.

3.14.17 The requirement in 3.14.16 does not apply if the contract being awarded is a framework, a concession contract or a light touch contract.

## 3.15 DYNAMIC MARKETS

3.15.1 Dynamic Markets are similar to frameworks with the exception that they remain dynamic during their lifetime. This means that access for suppliers to join the dynamic market remains open at all times, and any supplier may submit an application for membership of the dynamic market at any time and the Authority must consider any applications submitted against any criteria it has set for inclusion on the dynamic market.

3.15.2 Dynamic markets are more appropriate for innovative markets, or for markets where the supplier base may be subject to change, although Open Frameworks could be considered in this situation too.

3.15.3 Dynamic markets still need to be established in a manner as prescribed within Legislation and with notices published at the appropriate stages. If it is considered that a dynamic market may be suitable for a given requirement this

should be discussed with the Joint Procurement Service who will be able to advise further on the suitability of dynamic markets versus frameworks.

### **3.16 FRAMEWORK AGREEMENTS**

- 3.16.1 A Framework is a contract between a Contracting Authority and one or more suppliers that provides for the future award of contracts by a Contracting Authority to the supplier or suppliers. It must set out the core terms of the contract and the objective mechanism for supplier selection.
- 3.16.2 A framework contract has a maximum term of 4 years, except where there are sound reasons that require a longer term, and these reasons must be set out in the tender and public notices. An Open Framework may have a maximum term of 8 years, but there must be windows where other suppliers have the opportunity to bid to be on the framework at various points throughout its term.
- 3.16.3 A framework can be established by another Contracting Authority and made available to the Authority to use, or a framework may be established by the Authority for its own use and / or the use of other contracting authorities.
- 3.16.4 When awarding contracts under a framework, the Authority must adhere with any conditions of use specified within the framework document.
- 3.16.5 Contract awards made under a Framework still have transparency requirements and other obligations under Legislation and therefore irrespective of value contract awards under a framework must always be managed by the Joint Procurement Service.

### **3.17 AFTER AWARD, STANDSTILL PERIODS AND NOTICES**

- 3.17.1 Legislation places a requirement on Contracting Authorities to publish several public notices at various stages of procurement processes.
- 3.17.2 The Joint Procurement Service will publish all notices, but Budget Holders and any other stakeholders involved in the procurement may need to contribute information to allow for the notices to be completed. Where Budget Holders or other stakeholders are requested to provide information by the Procurement Lead, responses should be made in a timely manner so as not to delay the procurement process.
- 3.17.3 It should be noted that no Contract should be entered into without the Contract Award Notice first being published. Failure to do so would open the Authority up to challenge and potential remedies being imposed.
- 3.17.4 Prior to a Contract Award Notice being published an assessment summary for each of the tenders received and validated must be produced and sent to each of the suppliers. The assessment summary details how the Authority

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evaluated and scored a supplier's tender, and where that supplier has not been successful, details of the successful tender too.

3.17.5 For above Threshold procurements, a standstill period must be observed, after sending the assessment summary to suppliers that tendered and prior to the contract being awarded. The standstill period is eight working days.

3.17.6 A mandatory standstill period need not be observed if the Contract is:

- a) awarded as a Direct Award on the basis of extreme and unavoidable urgency or to protect life.
- b) awarded in accordance with a framework
- c) awarded by reference to a dynamic market
- d) a light touch contract.

If however a voluntary standstill period has been specified within an award notice the contract cannot be awarded until that voluntary standstill period has been observed.

3.17.7 A contract details notice must be published for all Above Threshold contract awards within 30 days of the contract being entered into. For light touch contract awards this can be extended to 120 days if needed.

### **3.18 PUBLICATION OF CONTRACTS**

3.18.1 The Authority is obligated to publish certain contracts within a defined period of time following the contract being entered into. Typically this period is between 90-180 days.

3.18.2 The Authority is also obligated to disclose contracts under Freedom of Information requests.

3.18.3 Consequently, a redacted copy of contracts should be produced and retained alongside the original copy of the contract.

3.18.4 Either through the tender process, or whilst agreeing contract terms with a supplier, it should be established whether there is any commercially sensitive information that should be redacted.

3.18.5 From the Authority's perspective, if there is any operationally sensitive material in the contract, this must also be identified and redacted. The Budget Holder is accountable for identification of operationally sensitive material.

3.18.6 Whilst material may be identified as sensitive, the Authority must satisfy itself that it is not the case that it is just preferable to redact this information, but that it is permissible to do so also. If there is any uncertainty as to what may or may not be redacted, the Procurement Lead can advise in respect of

Procurement Legislation requirements, and the Freedom of Information team can advise in respect of Fol requirements.

### **3.19 EXCLUDING SUPPLIERS**

3.19.1 Under Legislation, a debarment list of “excluded suppliers” will be maintained. The Authority must review those suppliers bidding for tenders or being awarded contracts by other means, to ensure that the supplier is not on the debarment list. Any supplier on the debarment list must be treated as an excluded supplier and removed from the procurement process and / or not be awarded a contract.

3.19.2 An “excludable supplier” is any supplier that a discretionary exclusion ground (as set out in Legislation) applies to. These are typically related to companies being prosecuted (e.g., environmental breaches), on financial grounds or for any other permissible discretionary criteria specified by the Authority in the tender.

3.19.3 The Authority may choose to exclude an excludable supplier from a procurement process if it has notified the supplier of the reason it is being proposed to exclude them and the supplier has been given the opportunity to satisfactorily explain or mitigate the reasons for the exclusion to the Authority.

3.19.4 Where the Authority is potentially excluding a supplier on the grounds of an associated person (e.g. a sub-contractor), the supplier must first be given the opportunity to replace that person.

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**PART 4 – DIRECT AWARD**

#### 4.1 DIRECT AWARD IN SPECIAL CASES

4.1.1 A Direct Award is where a contract is awarded without the use of a competitive process to establish who should be awarded the contract.

4.1.2 For Above Threshold contract awards this is only permissible under certain justifications as prescribed under Legislation. These justifications include:

- a) Prototypes and development
  - I. production of a prototype for the purpose of testing the suitability of goods or services
- b) Single suppliers
  - I. on the grounds of intellectual property or exclusive works, where there is no reasonable alternative.
  - II. due to an absence of competition for technical reasons where there are no reasonable alternatives.
- c) Additional or repeat goods, services or works
  - I. where the difference or incompatibility arising from a change of supplier would result in disproportionate technical difficulties in operation or maintenance.
- d) Commodities
- e) Advantageous terms on insolvency
- f) Urgency
  - I. If the goods, services or works are of extreme and unavoidable urgency and as a result cannot be awarded through a competitive process
  - II. “urgency” is only deemed unavoidable if it:
    - 1. is not attributable to any act of omission of the Authority, and
    - 2. could not have been foreseen by the Authority.

4.1.3 In any instance above a transparency notice must be issued prior to the award of the contract.

#### 4.2 DIRECT AWARD – BELOW THRESHOLD VALUE (WAIVERS)

4.2.1 Direct awards of contracts that are below the Threshold Value, also known as waivers to CSO’s, are permissible only where the following steps have been followed prior to an award of a contract:

- a) the rationale for the direct award is captured in writing, in a format as specified by the Joint Procurement Service, detailing:
  - I. the supplier the contract is proposed to be awarded to,
  - II. the proposed term of the contract, including start and end dates, and details on any optional extensions,

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- III. the scope of the contract (i.e. the goods, services or works to be provided)
  - IV. the reason no competitive process is being followed
  - V. confirmation of funding
  - VI. cost of the contract (any one-off costs, and any recurrent annual costs)
  - VII. The business lead for the requirement, and / or the contract manager
  - VIII. Whether the requirement is one off or recurrent
- 
- b) the contract award has been approved at the appropriate level for a contract award as set out in 3.1.
  - c) Where the value exceeds £25,000, a public notice is published (by the Joint Procurement Service) detailing the intent to award a contract, including the rationale provided.
  - d) The value of the contract must be assessed as per the same criteria as any other type of contract (see 3.2).

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**PART 5 – SOCIAL VALUE**

## 5.1 DEFINITION OF SOCIAL VALUE

5.1.1 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.

## 5.2 NATIONAL PRIORITIES

5.2.1 The Government has stated that delivering social value through public sector expenditure is a key objective.

5.2.2 To embed this principle and obligation into public procurement, it has issued the National Procurement Policy Statement (NPPS).

5.2.3 The NPPS sets out the government's national objectives, that Contracting Authorities should have regard to.

- a) Kickstart economic growth through:
  - i. opportunities for small businesses and social enterprises across the country;
  - ii. high quality jobs that offer fair wages and good working conditions;
  - iii. encouraging innovation and the development of new technologies in line with the Industrial Strategy.
  
- b) Make Britain a clean energy superpower through:
  - i. accelerating to net zero, reducing greenhouse gas emissions in line with the UK national carbon budget, minimising waste, supporting delivery of clean power by 2030, and promoting the use of green technologies;
  - ii. taking account of environmental risks and ensuring suppliers are committed to high environmental standards and protecting natural habitats and biodiversity.
  
- c) Take back our streets through:
  - i. reducing crime by providing support to organisations that strengthen community cohesion, awareness raising and action;
  - ii. encouraging suppliers to recruit from groups that struggle to access employment opportunities.
  
- d) Break down barriers to opportunity through:

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- i. addressing specific skills gaps and facilitating access to training and other development opportunities;
  - ii. removing barriers to entry for young people and under-represented groups, including people with protected characteristics and care leavers.
- e) Build a National Health Service fit for the future through:
- i. supporting good physical and mental health by providing high quality jobs and encouraging suppliers to recruit from economically inactive cohorts

5.2.4 The above national priorities should be applied where it is both relevant to the subject matter of the contract and proportionate to do so.

5.2.5 There should be a clear link from the development of strategies and business cases for programmes and projects through to procurement specifications and the assessment of quality when awarding contracts.

5.2.6 The Government has made it mandatory for Central Government to set a minimum weighting of 10% of the total score for social value should be applied in the procurement to ensure that it carries a sufficiently high score to be a differentiating factor in bid evaluation; a higher weighting can be applied if justified.

5.2.7 Whilst not yet mandated for Police, it is considered best practice and embedded within the likes of Blue Light Commercial.

5.2.8 To ensure best practice is followed, for Above Threshold procurements the Authority should include a weighting of 10% for social value criteria (National and / or Local priorities) unless it is deemed that it is not appropriate or proportionate for the requirement.

5.2.9 Where it is deemed not appropriate to include social value criteria, for any reason, this must be documented and will be reviewed periodically to assess the performance of the Authority in respect of delivering social value.

## 5.3 LOCAL PRIORITIES

5.3.1 Whilst National Priorities have been set, Local Priorities should also be considered alongside these.

5.3.2 Local Priorities may arise from:

Business Cases & Strategies for Programmes and Projects,  
Policing Plans,  
PCC priorities,  
Environmental Working Groups,

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Equality, Diversity and Inclusion Groups

or other areas of the organisation.

5.3.3 As with National Priorities, Local Priorities should be applied where appropriate to the subject-matter of the contract and where proportionate to do so.

## PART 6 – CONTRACT MANAGEMENT

### 6.1 CONTRACT HANDOVER

6.1.1 Following the award of a contract the Joint Procurement Service shall:

- a) provide a copy of the Contract for the Contract Manager nominated by the Budget Holder. This may be in the form of a link to an electronic copy of the contract, or where not possible an electronic document or paper copy may be shared)
- b) advise the Contract Manager of any key contract information, including term of the contract, key dates, options for extension, KPI's, termination options and any other key information as appropriate.

### 6.2 ROLES AND RESPONSIBILITIES FOR CONTRACT MANAGEMENT

6.2.1 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 6.3 of these CSO's.

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- (i) Recommending to the Joint Procurement Service, in a timely manner, whether extension options within contracts should be exercised, taking into 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 or a Senior Procurement Officer 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.

6.2.2 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. This should include copies of KPI & Management Information reports.

6.2.3 The Joint Procurement Service shall maintain the names of contract managers on 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.

6.2.4 The Procurement Team will provide contract management support as defined below for contracts that have a value in excess of £25,000.

- (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.

6.2.5 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.

## 6.3 CONTACT CHANGES

6.3.1 Contract changes are only permissible where the proposed modification is within the scope of the original contract.

6.3.2 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.

6.3.3 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.*

6.3.4 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.

6.3.5 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 Legislation

6.3.6 What may be permissible above the limits stated in 6.3.4 will depend upon the Regulations that the contract was awarded under.

6.3.7 The Joint Procurement Service will be able to advise which regulations apply to any given contract and therefore what change process is applicable. Those contracts awarded under Public Contract Regulations 2015 are usually limited to an increase based upon the original value of the contract, whereas changes contracts awarded under the Procurement Act are governed by the value of the contract immediately preceding the change.

6.3.8 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

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- (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 Legislation

6.3.9 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 be shared with the Joint Procurement Service.

## **PART 7 – TRANSPARANCY AND COMMISSIONING PROCUREMENT ACTIVITY**

### **7.1 REPORTING**

7.1.1 The Joint Procurement Service shall, on a monthly basis, publish and circulate at appropriate 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 identified over the past month;
- Any waivers to Contract Standing Orders made over the past month;
- Any Contract performance risks or issues identified

7.1.2 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.

### **7.2 COMMISSIONING PROCUREMENT ACTIVITY**

7.2.1 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.

7.2.2 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

7.2.3 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

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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.

7.2.4 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.

## PART 8 – BREACHES OF STATUTORY DUTY OR CSO'S

### 8.1 IDENTIFYING BREACHES

- 8.1.1 Failure to adhere in anyway with these CSO's or Legislation may result in the application of the relevant Forces or PCC's disciplinary procedures.
- 8.1.2 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 a breach.
- 8.1.3 The lack of awareness of CSO's and or Legislation is not a mitigation against a breach. Remedies under Legislation make no allowance for ignorance of due process.
- 8.1.4 Any individual that identifies an occurrence where these CSO's or Legislation has not been adhered with, shall report this to the Joint Procurement Service at the earliest opportunity, with details of the breach that occurred.
- 8.1.5 The Joint Procurement Service shall monitor activity, both within the department and across the organisations to identify any occurrences of breaches.
- 8.1.6 Any breach that is a breach of Legislation shall be treated as a Breach of Statutory Duty.
- 8.1.7. Any breach that is only a breach of these CSO's and not Legislation shall be treated as a Breach of CSO's.

### 8.2 REPORTING ON BREACHES

- 8.2.1 It is incumbent upon Budget Holders to provide documented evidence of adherence with CSO's or Legislation where instances of a potential breach have been highlighted. Failure to do so within the reporting period shall result in the instance being recorded as a breach.
- 8.2.2 All breaches shall be recorded and published monthly for review at appropriate Board Meetings.
- 8.2.3 When reporting on Breaches each instance shall be identified as follows:

**BREACH OF CSO's** – These represent a lower risk to the PCC but highlights potentially poor commercial practices within the business area. All obligations within PA (2023) have been met.

**BREACH OF STATUTORY DUTY** - 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 Legislation 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.

- 8.2.4 Breaches of CSO's shall be reported at the Chief Finance Office Board (CFO Board), and any proposed action in response of any breach shall be agreed there.
- 8.2.5 Breaches of Statutory Duty will be reported to both the CFO Board and the Joint Audit Committee.
- 8.2.6 If deemed appropriate the CFO Board may choose to escalate a breach to the Deputy Chief Constables for their awareness and action.
- 8.2.7 The Joint Procurement Service will seek to educate and encourage Budget Holders to adhere with due process where breaches are identified. However the Joint Procurement Service has no means of enforcement and are not able to prevent occurrences of breaches where these occur locally.
- 8.2.8 Consequently Chief Officers shall review the instances of breaches reported and in consultation with the Head of Department or Business Lead take the appropriate form of action.
- 8.2.9 Contracts will be subject to routine audit to review compliance with these Standing Orders.

## PART 9 – OTHER CONTRACTS

### 9.1 FOR THE SUPPLY OF GOODS AND SERVICES BY SURREY AND / OR SUSSEX POLICE

9.1.1 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 – These to be updated with links upon newer versions being uploaded by Finance](#)

9.1.2 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.

### 9.2 GRANT PAYMENTS

9.2.1 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.

9.2.2 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.

9.2.3 The Budget Holder is accountable for ensuring that the proposed Contract is fit

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for purpose and does not expose the PCC / Force to any unduly adverse terms.

9.2.4 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 Legislation.

## **PART 10 – DECLARATION OF AN INTEREST**

### **10.1 DECLARATION OF AN INTEREST IN A CONTRACT OR AN AGREEMENT, RECEIPT OF GIFTS BENEFITS AND/OR MONEY**

10.1.1 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.**

10.1.2 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 themselves from the Process.

10.1.3 The Line Manager shall inform the Head of Joint Procurement Service that the above action has taken place.