

# Contract Standing Orders

Document Author and Owner			
James Payne	Chief Executive, OPCC		
Document Reviewer			
Louise Read	Deputy Monitoring Officer for PCC		
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Olivia Pinkney	Chief Constable - HC		
James Payne	Chief Executive - OPCC		
Richard Andrews	Acting Head of Governance and Policy - OPCC		
Laura Cadd	Head of Communications & Engagement - OPCC		
Richard Croucher	Chief Finance Officer - HC		
Dave Green	Estate Director - OPCC		
Alan Hagger	Head of Strategic Commissioning & Partnerships - OPCC		
Anja Kimberley	Head of Performance & Information - OPCC		
Andrew Lowe	Chief Finance Office - OPCC		
Enzo Riglia	Assistant Police & Crime Commissioner, Criminal Justice - OPCC		
Nadia Siouty-Burke	Programme Office Lead - OPCC		
Roger Trencher	Force Solicitor - HC		
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## INTRODUCTION

These Contract Standing Orders are intended to promote good purchasing practice and public accountability and deter corruption. Following these Rules remains the best possible defence against allegations that a purchase has been made incorrectly or even fraudulently.

These rules detail the minimum requirements and procedures appropriate for the acquisition and disposal of all goods, services and works undertaken on behalf of the Police and Crime Commissioner for Hampshire (the Commissioner) and the Chief Constable.

A more detailed overview encompassing all operational aspects, procedures and documentary processes associated with the application of these rules can be found in the *Customer Journey* - <http://www3.hants.gov.uk/hampshirecountycouncil/portal-help/purchasing.htm>

For the purposes of these Rules, where there is a requirement for communication to be in writing, this shall be deemed to include e-mail and fax transmissions as well as hard-copy.

**It remains a mandatory requirement for all Employees of the Commissioner and Chief Constable to comply with these Contract Standing Orders (“CSOs”).**

### Summary points:

- Follow the rules if you purchase goods or services or order building work.
- Take all necessary legal, financial and professional advice.
- Declare any personal financial interest in a contract. Corruption is a criminal offence.
- Conduct any Value for Money review and appraise the purchasing need.
- Check whether there is an existing Corporate Contract or Framework Agreement you can make use of before undergoing a competitive process (either directly via Procurement or its intranet site).
- Keep Quotations confidential.
- Complete a written contract or order before the supply or works begin.
- Identify a Contract Lead Officer with responsibility for ensuring the contract delivers as intended.
- Keep records of dealings with suppliers.
- Regularly assess each contract to see how well it met the purchasing need and Value for Money requirements.

If in doubt about the application of these Standing Orders, please contact Procurement for advice.

## **SECTION 1 – SCOPE of CONTRACT STANDING ORDERS**

### **1. BASIC PRINCIPLES**

All purchasing and disposal procedures must:

- Achieve Value for Money in respect of the public money spent;
- Be consistent with the highest standards of integrity;
- Ensure fairness in allocating public contracts;
- Comply with all legal requirements;
- Ensure that non-commercial considerations do not influence any Contracting Decision;
- Support the Commissioner's objectives as contained within the Police & Crime Plan and corporate aims and policies; and
- Follow appropriate procurement policy and best practice.

### **2. CONTRACT LEAD OFFICER'S RESPONSIBILITIES**

#### **2.1 Contract Lead Officers**

2.1.1 The Contract Lead Officer with responsibility for purchasing or disposal must comply with these Contract Standing Orders, Financial Regulations, any applicable Code of Conduct and with all UK and European Union binding legal requirements. The Contract Lead Officer must ensure that any Agents, Consultants and contractual partners acting on their behalf also comply;

2.1.2 The Contract Lead Officer must:

- check whether a suitable Corporate Contract or Framework Agreement exists before seeking to enter another contract. Where a suitable Corporate Contract or Framework Agreement exists, the Contract Lead Officer shall consider whether to use this but shall not be required to do so where the Total Value is under £100,000;
- keep appropriate records (as set out in the Customer Journey);
- take all necessary legal, financial and professional advice.

2.1.3 When any Employee either of the Commissioner, Chief Constable or of a service provider may be affected by any transfer arrangement, the Contract Lead Officer must ensure that the Transfer of Undertaking (Protection of Employment) (TUPE) issues are considered and obtain legal advice before proceeding with inviting Tenders or Quotations.

## **2.2 Managers and Supervisors**

2.2.1 All managers and supervisors must:

- ensure that their staff comply with section 2.1 above;
- ensure that purchase orders are raised for each Contract to be let; and
- ensure a register is maintained for all Contracts let and arrange their safekeeping on the appropriate premises or in a secure digital environment in compliance with data protection legislation.

## **3. COLLABORATIVE and E-PROCUREMENT ARRANGEMENTS**

3.1 In order to secure Value for Money the Commissioner or Chief Constable may enter into collaborative procurement arrangements. The Contract Lead Officer must consult with Procurement where the purchase is to be made using collaborative procurement arrangements with another Police Organisation, local authority, government department, statutory undertaker or public service purchasing consortium.

3.1.1 All purchases made via a public service purchasing consortium are deemed to comply with these Contract Standing Orders and no exemption is required. However, purchases above the EU Threshold must be let under the EU Procedure, unless the public service purchasing consortium has satisfied this requirement already by letting their contract in accordance with the EU Procedures on behalf of the Commissioner and/or Chief Constable and other consortium members.

3.1.2 Any contracts entered into through collaboration with other Police Organisations or other public bodies, where a competitive process has been followed that complies with the Contract Standing Orders of the leading organisation, will be deemed to comply with these Contract Standing Orders and no exemption is required. However, advice and guidance must be sought from Procurement.

3.2 The use of e-procurement technology does not remove the requirement to comply with all elements of these Contract Standing Orders, particularly those relating to competition and Value for Money.

## **4. RELEVANT CONTRACTS**

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

- the supply or disposal of goods;

- hire, rental or lease of goods or equipment;
- the delivery of services, including (but not limited to) those related to:
  - the recruitment of staff;
  - financial and consultancy services.

#### 4.2 Relevant Contracts do not include:

- contracts of employment which make an individual a direct Employee of the Commissioner or Chief Constable; or
- agreements regarding the acquisition, disposal, or transfer of land (for which Financial Regulations and the Commissioner's scheme of delegation shall apply);
- Grant Agreements.

## **SECTION 2 – COMMON REQUIREMENTS**

### **5. STEPS PRIOR to PURCHASE**

#### 5.1 Contract Lead Officers must appraise the purchase and set these matters out in writing in a manner commensurate with its complexity and value by:

- taking into account the requirements from any relevant Value for Money review;
- appraising the need for the expenditure and its priority;
- defining the objectives of the purchase;
- assessing the risks associated with the purchase and how to manage them;
- considering what Procurement method is most likely to achieve the purchasing objectives, including internal or external sourcing, partnering, packaging strategy and collaborative procurement arrangements with another Police Organisation, local authority, government department, statutory undertaker or public service purchasing consortium;
- consulting users as appropriate about the proposed procurement method, contract standards, and also performance and user satisfaction monitoring; and

#### 5.2 by confirming that:

- formal approval for the expenditure has been given and the purchase accords with these Contract Standing Orders.



### **6. CONTRACT VALUE and AGGREGATION**

- 6.1 The estimated value of a Contract shall be the total value of the Contract net of VAT (“the Total Value”). It is the responsibility of the Contract Lead Officer to calculate the Total Value of the Contract. This is the total consideration estimated to be payable over the full term of the Contract which shall include any option to extend the term under the Contract. Where the Contract is one where no payment is made (e.g. a concession) a best estimate of the financial value shall be ascertained.
- 6.2 Where the contract period is indefinite or uncertain or the purchase involves recurrent transactions for the same type of item, the estimated value shall be calculated on the basis that the Contract will be for a period of four years.
- 6.3 The estimated value of a Framework Agreement is the total value of all the contracts which could be entered into by the other contracting authorities, further to that Framework Agreement.
- 6.4 Purchases of the same or similar goods or services must be aggregated wherever practicable. Contracts must not be artificially separated so as to circumvent the application of any part of CSOs, the EU Public Procurement Directives or UK Regulations.
- 6.5 Contracts which are each of a value below the relevant EU Threshold may nevertheless be subject to full EU Public Procurement Directives tendering requirements, where they constitute a series of related or repeat purchases. Advice should be sought where this is the case, in order that the relevant procurement route can be adopted.

### **7. PUBLICATION of NOTICES and FRAMEWORK AGREEMENTS**

#### **7.1 Publication of Notices**

- 7.1.1 In all cases where, by virtue of these CSOs or by UK Regulations, a public notice is required, it shall be placed on the e-tendering opportunities portal and on Contracts Finder.
- 7.1.2 Where the estimated Total Value of a proposed Contract is £100,000 or above, consideration may be given to placing a notice in a relevant local publication and/or journal circulating among Contractors who undertake contracts of that nature.
- 7.1.3 Where the value of the Contract is £25,000 or greater the information regarding the contract award is required to be placed on Contracts Finder.

7.1.4 Where the value of the Contract exceeds the relevant EU Threshold, the contract notice and contract award notice shall also be placed in the OJEU in accordance with the UK Regulations.

## **7.2 Framework Agreements and Suitability of Contractors**

7.2.1 A Framework Agreement is an agreement between one or more contracting authorities (bodies governed by public law) and one or more Contractors, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged. Framework Agreements may be established by the Commissioner, the Chief Constable or by other public bodies, or public sector buying consortia, as arrangements through which the Commissioner and Chief Constable along with other public bodies, may make specific purchases. A decision as to whether a Framework Agreement is appropriate shall be made in consultation with the Commissioner's CFO or Chief Constable's CFO (as appropriate).

7.2.2 Where appropriate a Framework Agreement that has been recommended as suitable by Procurement should be used for the making of the proposed purchase. A suitable Framework Agreement shall be appropriate for the specific requirement and procured in compliance with the UK Regulations, and the terms and conditions applicable shall meet the minimum requirements of the Commissioner or Chief Constable as appropriate.

7.2.3 Provisions contained in the UK Regulations which govern Framework Agreements must be complied with when concluding a Framework Agreement or awarding a Contract based on a Framework Agreement.

7.2.4 In all cases where a Contract is awarded under these CSOs, a Contractor can only be appointed who, as a minimum:

- meets the Commissioner's insurance requirements for the Contract (in respect of public liability, product, professional indemnity and/or employer's liability as appropriate, based on an assessment of risk for the contract)
- is registered for tax and holds a valid certificate (where appropriate).

## SECTION 3 – CONDUCTING a PURCHASE and DISPOSAL

### 8. TENDER REQUIREMENTS/PROCESS

The following procedures apply where there are no other procedures which take precedence. If in doubt, Contract Lead Officers must seek the advice of Procurement. References to the Chief Constable's CFO, Force Solicitor, Contract Lead Officer and Line Manager relate to expenditure from the Chief Constable's delegated budget.

Total Value	Tender Procedure	Evaluation & Award	Signature
Up to £5,000/ Up to £25,000 for consultancy services	One oral Quotation (confirmed in writing where the Total Value exceeds £500 or £2,501 for consultancy services)	As appropriate, Commissioner's Contract Lead Officer or Chief Constable's Contract Lead Officer	Normally a purchase order but if not then signed by the awarding officer
£5,000.01 - £50,000/ £25,000.01 - £50,000 for consultancy services	Three written Quotations and issuance of purchase order	As appropriate, Commissioner's Contract Lead Officer and Line Manager or Chief Constable's Contract Lead Officer and Line Manager	
£50,000.01 - £99,999.99	Three written Quotations and issuance of purchase order	As appropriate, Chief Constable's CFO, Chief Executive or Estate Director (for capital contracts only, up to the values approved within the Estate Change Programme)	
£100,000.00-EU Threshold	If no suitable Framework Agreement exists, an Invitation to Tender by advertisement	As appropriate, Chief Constable's CFO, Commissioner's CFO or Estate Director/Chief Executive (for capital contracts only, up to the values approved within the Estate Change Programme)	As appropriate, Chief Executive or any person authorised by Chief Executive or Force Solicitor.
Above EU threshold	EU Procedure	As appropriate, Chief Constable's CFO or Force Solicitor, both up to a maximum spend of £2million, for Contracts over £500,000 in consultation with the Commissioner's CFO, or Commissioner's CFO (for any contracts) or Estate Director/Chief Executive (for capital contracts only, up to the values approved within the Estate Change Programme) -for Contracts over £1m in consultation with the Commissioner's CFO	

**8.1 Purchasing Procedures for Contracts of a Value less than £100,000**

- 8.1.1 Where the Total Value of the Contract is less than £100,000 and there is a suitable Framework Agreement recommended by Procurement, the Contract Lead Officer shall consider whether to use that Framework Agreement but shall not be required to do so.
- 8.1.2 Where a Framework Agreement is not used and the Total Value of the Contract is less than £5,000 or the value of the consultancy services is less than £25,000, then one oral Quotation should be obtained (which should be confirmed in writing where the Total Value exceeds £500 or £2,501 for consultancy services).
- 8.1.3 Where a Framework Agreement is not used and the Total Value of the contract is £5,000 or greater or the value of the consultancy services is £25,000 or greater and less than £100,000 three written Quotations should be obtained against the same written request for Quotation in accordance with the procedure set out in the Customer Journey.
- 8.1.4 In the selection of the Contractor, the Contract Lead Officer shall bear in mind the need to seek Value for Money and be able to demonstrate that they have achieved this.
- 8.1.5 The Contract shall be evidenced in writing, by submission of an order in accordance with the Framework Agreement or, where a Framework Agreement is not used, by the placing of an order on the basis that the price in the written quotation received shall apply.
- 8.1.6 Please see table above for level of approval required for evaluation and award of a Contract.

**8.2 Tendering Procedures for Contracts of a Value of £100,000 or greater but less than relevant EU Threshold**

- 8.2.1 Where the Total Value of the Contract is £100,000 or greater but less than the relevant EU Threshold, and there is a suitable Framework Agreement recommended by Procurement that Framework Agreement shall be used, where appropriate.
- 8.2.2 Where no suitable Framework Agreement is available, Tenders shall be invited using a procedure comparable/similar to the open procedure under the UK Regulations.
- 8.2.3 The procedure requires the publication of a notice in accordance with 7.1.2. The public notice shall specify (i) a time period within which interested parties may express an interest in tendering and (ii) the method by which such interest shall be expressed. At the end of this period, an Invitation to Tender shall be sent to all parties who have

expressed an interest, specifying a reasonable period for tenders to be returned.

8.2.4 In all cases, every Invitation to Tender shall include the following:

- A statement that the tendering process will be conducted within the electronic tendering system;
- Full instructions on how to submit their tender to this system;
- Advice that Tenders, once received in the system, will be anonymous until the time specified for their opening;
- Advice as to the deadline for submission of Tenders to this system

8.2.5 In exceptional circumstances, and in consultation with Procurement, an Invitation to Tender may be sent to tenderers in hard copy paper form, rather than through the electronic tendering system.

8.2.6 The Invitation to Tender shall state the evaluation criteria, including sub-criteria and sub-sub-criteria (where used), weightings and scoring criteria that will be applied in the award of the Contract. These criteria must be capable of objective assessment, include price and any other relevant factors, and be weighted by relative importance. The Invitation to Tender shall also include the terms and conditions that will apply to the Contract.

8.2.7 The Contract shall be evidenced in writing by the completion of a formal written contract, the terms of which have been approved by the person authorised for this purpose.

8.2.8 Please see table above for level of approval required for evaluation and award of a Contract.

### **8.3 Tendering Procedures for Contracts above EU Thresholds**

8.3.1 The EU Public Procurement Directives set a financial threshold beyond which prescribed tendering procedures must be followed. The EU Thresholds are reviewed every two years, and the updated figures can be found in the Customer Journey.

8.3.2 Where the estimated value of the Contract is in excess of the relevant EU Threshold, the procedures set out in the EU Public Procurement Directives must be followed. In most cases, the open procedure, restricted procedure or competitive procedure with negotiation will be used, but in certain specialist cases, the negotiated procedure without prior publication, competitive dialogue procedure or innovation partnership procedure shall apply. Advice on which procedure is appropriate to the specific case should be sought from Procurement.

8.3.3 Please see table above for level of approval required for evaluation and award of a Contract.

8.3.4 Where the estimated value of the contract is £100,000 or greater but less than £250,000 approval to use the competitive dialogue procedure or innovation partnership procedure shall be sought from the Commissioner CFO or the Chief Constable's CFO (as appropriate).

8.3.5 Where the estimated value of the contract is £250,000 or greater approval to use the competitive dialogue procedure or the innovation partnership procedure shall be sought from the Commissioner.

## **8.4 The Appointment of Consultants to Provide Services**

8.4.1 The Commissioner must be informed on all appointments of Consultants. The procedures set out in the table above are applicable for the appointment of Consultants.

8.4.2 The engagement of a Consultant shall follow the agreement of a brief that adequately describes the scope of the services to be provided and shall be subject to completion of a formal letter or contract of appointment.

8.4.3 Consultants shall be required to provide evidence of, and maintain professional indemnity insurance policies to the satisfaction of the Contract Lead Officer for the periods specified in the respective agreement.

## **9. WAIVERS, MODIFICATIONS and EXEMPTIONS**

### **9.1 Waivers**

Any of the requirements for these CSOs may be varied in an individual case with approval as follows:

- (Commissioner contracts) the Chief Executive where the value of the Contract is less than £100,000; by the Commissioner's Estate Director where the value of a Contract relating to the estate is less than £50,000 and in all other cases by the Commissioner, in all instances in consultation with the Commissioner's CFO and Legal Adviser.
- (Chief Constable contracts) the Chief Constable's CFO where the value of the Contract is less than £100,000 and the Commissioner where the value of the Contract is £100,000 or greater.

A request for the issue of a waiver must be made in writing, with full reasons as to why the waiver is required and why the issue of a waiver will not prevent Value for Money from being obtained. The decision in response to the request must be recorded in writing. Legal advice should be sought, as appropriate.

## **9.2 Modifications**

Any proposed modifications to existing Contracts which have not been provided for in the initial procurement documents in clear, precise and unequivocal review clauses shall be approved by:

- (Commissioner contracts) the Chief Executive where the value of the modification is less than £100,000; the Commissioner's CFO where the value of the modification is more than £100,000 and less than £1 million and the Commissioner where the value of the modification is £1 million or greater;
- (Chief Constable contracts) the Chief Constable's CFO where the value of the modification is less than £100,000; and the Commissioner where the value of the modification is £100,000 or greater, prior to agreement of such modification having sought appropriate legal advice.

## **9.3 Exemptions**

9.3.1 Where the estimated value of the contract is £100,000 or greater but less than £250,000 approval to use the negotiated procedure without prior publication shall be sought from the Commissioner's CFO or the Chief Constable's CFO (as appropriate).

9.3.2 Where the estimated value of the contract is £250,000 or greater approval to use the negotiated procedure without prior publication shall be sought from the Commissioner.

In all cases advice should be sought from the appropriate legal advisers.

9.3.3 Where an exemption is necessary because of an emergency involving immediate risk to persons, property or serious disruption to services the Commissioner, the Commissioner's CFO, Chief Constable's CFO or Force Solicitor may approve the exemption, reporting the justification for the action to the Commissioner as soon as is practicable.

9.3.4 The Chief Constable's CFO must monitor, record and report to the Commissioner the use of all exemptions.

## **10. ASSETS for DISPOSAL**

Assets for disposal must be sent to public auction except where better Value for Money is likely to be obtained by inviting Quotations and Tenders or there are sensitivities associated with the disposal (these may be invited by advertising on the Commissioner's and/or Chief Constable's internet site). The method of disposal of surplus or obsolete stocks/stores or assets other than land must be formally undertaken in accordance with Financial Regulations.



**11. PROVIDING SERVICES to EXTERNAL PURCHASERS**

The respective Chief Finance Officer (CFO) must be consulted prior to the provision of any Contracts to external purchasers.

**12. RECEIPT and OPENING to TENDERS**

12.1 All Tenders shall be opened at the same time, by an officer appointed by Procurement appropriately trained to open Tenders on the electronic tendering system as soon as reasonably practicable on or after the date for return of Tenders.

12.2 The officer opening the Tenders shall record, in respect of each Tender opened, the name of the tenderer and, where applicable, the Total Value.

**13. EVALUATION of TENDERS (£100,000 and ABOVE)**

13.1 The Contract Lead Officer shall ensure that the Tenders received are evaluated in accordance with the evaluation criteria that have been adopted for the Contract, and stated in the Invitation to Tender. These criteria must be capable of objective assessment, include price and other relevant factors, and be weighted by relative importance.

13.2 The Contract Lead Officer shall produce a written report evaluating each Tender received against the evaluation criteria (“the Evaluation Report”). The report shall identify the tenderer who has submitted the most economically advantageous tender i.e. the Tender that achieves the highest score in the evaluation, and recommend the award of the Contract to that tenderer. This report shall be submitted to the person authorised to award the Contract in accordance with the table in clause 8.

**14. AWARD of CONTRACTS**

14.1 No Contract may be awarded unless the expenditure involved has been included in approved estimates and sufficient budgetary provision made in the capital or revenue accounts. In relation to Tenders, the Evaluation Report shall confirm how this requirement is met.

14.2 Where the value of a Contract is above the relevant EU Threshold, the Contract shall be awarded in accordance with the UK Regulations and in particular the requirements relating to a “standstill” period prior to the Contract being entered into.

14.3 Where the value of a Contract is above the relevant EU Threshold, the Contract Lead Officer must notify the Head of Communication and Engagement of the award prior to the Contract being awarded.



- 14.4 All Contracts, including an arrangement subject to a purchase order, must be made in writing under English Law, and must clearly and carefully specify the supplies, services or works to be provided, the agreed programme for delivery and the price and terms for payment together with all other terms and conditions.
- 14.5 Where purchases of a value less than £100,000 are made for which standard terms and conditions have been approved by the Commissioner or Chief Constable those standard terms should be used. Where a Contract is estimated at a value £100,000 or above or is of an unusual or complex nature, the Contract Lead Officer shall consult the Commissioner's legal advisers or the Force Solicitor (as appropriate) to produce a suitable set of conditions of contract or to advise on existing conditions for use under a Framework Agreement
- 14.6 Every Contract must also include certain clauses, in a form approved by the Commissioner's legal advisers or the Force Solicitor (as appropriate), to afford protection from fraud and to ensure that Contractors understand their responsibilities as well as clauses required to comply with the UK Regulations.
- 14.7 Where appropriate, the Contract Lead Officer within whose area of responsibility the Contract falls shall allocate to an appropriate officer responsibility for the ongoing management of the Contract.
- 14.8 In exceptional circumstances, where a Contract has been awarded, but it is considered necessary to initiate the provision of goods or services under that Contract prior to the contract being signed, the issue of an Advance Works Order by the Chief Executive or the Force Solicitor (as appropriate) may be requested. Issue will be subject to confirmation that a decision to award the Contract has been made in accordance with CSOs, the necessary funding for the Contract having been approved, and the value of the Advance Works Order not exceeding £100,000.

## SECTION 4 – CONTRACT and OTHER FORMALITIES

### 15. SEALING

A Contract should normally be sealed where:

- the Commissioner may wish to enforce the Contract more than six years after its end;
- the price paid or received under the Contract is a nominal price and does not reflect the value of the goods or services;
- where there is any doubt about the authority of the person signing for the other contracting party;

Advice should be sought as to whether a Contract should be sealed.

### 16. BONDS and PARENT COMPANY GUARANTEES

Contract Lead Officers must consult with Procurement about whether a Parent Company Guarantee or Bond is necessary when a Candidate is:

- a subsidiary of a parent company; and
- the Total Value exceeds £50,000, or
- award is based on evaluation of the parent company, or
- there is concern about the financial stability of the Candidate.

### 17. PREVENTION of CORRUPTION

17.1 Contract Lead Officers must comply with any applicable Code of Conduct and must not invite or accept any gift or reward in respect of the award or performance of any Contract. It will be for the Contract Lead Officer to prove that anything received was not received corruptly. High standards of conduct are obligatory. Corrupt behaviour will lead to disciplinary action and is a crime under the statutes referred to in 17.2 below.

17.2 The following clause must be put in every written contract:

"The [Commissioner [or Chief Constable]] **(delete as appropriate)** may terminate this contract with immediate effect and recover all its loss if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:

- (a) offer, give any fee or reward the receipt of anything which is an offence under sub-section (2) of section 117 of the Local Government Act 1972 (even if the Contractor does not know what has been done); or
- (b) commit an offence under the Bribery Act 2010; or

- (c) commit any fraud in connection with this or any other contract whether alone or in conjunction with contractors or employees.

Any clause limiting the Contractor's liability shall not apply to this clause".

## **18. DECLARATION of INTERESTS**

- 18.1 If it comes to the knowledge of an Employee of the Commissioner or Chief Constable that a Contract in which the Employee has a pecuniary interest has been or is proposed to be entered into by the Commissioner or Chief Constable, the Employee shall immediately give written notice to the Force Solicitor or Chief Executive. The Force Solicitor or Chief Executive shall promptly report such declarations to the appropriate CFO.
- 18.2 Such written notice is required, irrespective of whether the pecuniary interest is direct or indirect. An indirect pecuniary interest is distinct from a direct pecuniary interest in as much as it is not a Contract to which the Employee is directly a party.
- 18.3 A shareholding in a body not exceeding a total nominal value of £1,000 or 1% of the nominal value of the issued share capital (whichever is the less) is not a pecuniary interest for the purposes of this standing order.
- 18.4 The Force Solicitor or Chief Executive shall maintain a record of all declarations of interests notified under 18.1 above by Employees.

## Definitions Appendix

<b>“Agent”</b>	A person or organisation acting on behalf of the Commissioner, Chief Constable or on behalf of another organisation.
<b>“Advance Works Order”</b>	An advance works order issued under CSO 15.7.
<b>"Bond"</b>	An insurance policy: if the Contractor does not do what it has promised under a contract, the Commissioner or Chief Constable can claim from the insurer the sum of money specified in the Bond (often 10% of the contract value). A Bond is intended to protect the Commissioner or Chief Constable against a level of cost arising from the Contractor’s failure.
<b>"Candidate"</b>	Any person who asks or is invited to submit a Quotation or Tender.
<b>“Chief Constable”</b>	The Chief Constable of Hampshire.
<b>“Chief Executive”</b>	The person appointed to undertake the role of Chief Executive to the Commissioner.
<b>"Code of Conduct"</b>	The code regulating conduct of Employees and Contractors.
<b>“Commissioner”</b>	The Police and Crime Commissioner for Hampshire.
<b>“Commissioner’s Chief Finance Officer (CFO)”</b>	The individual appointed by the Commissioner as their Chief Finance Officer.
<b>“Consultant”</b>	Someone employed for a specific length of time to work to a defined project brief with clear outcomes to be delivered, who brings specialist skills or knowledge to the role, and where the Commissioner or Chief Constable has no ready access to Employees with the skills, experience or capacity to undertake the work.
<b>“Contract”</b>	Means: <ul style="list-style-type: none"> <li>(i) any agreement for the supply of goods, services or the execution of works to the Chief Constable or the Commissioner including the use of Consultants;</li> <li>(ii) any Framework Agreement;</li> <li>(iii) any agreement where no payment is made by the Chief Constable or Commissioner but which is of</li> </ul>

	<p>financial value to the Contractor (e.g. a concession); but does not include (without exception):</p> <p>(iv) an employment contract; or</p> <p>(v) a Grant Agreement.</p>
<b>“Contract Lead Officer”</b>	An Employee nominated to deal with a particular Contract.
<b>“Contractor”</b>	The party or potential party to a Contract.
<b>“Contracts Finder”</b>	A web-based portal provided for the purposes of the UK Regulations by or on behalf of the Cabinet Office.
<b>“Corporate Contract”</b>	A contract let by Procurement to support the Commissioner’s aim of achieving Value for Money.
<b>“Chief Constable’s Chief Finance Officer (CFO)”</b>	The Chief Constable’s Chief Finance Officer, or such other designated Employee.
<b>“Customer Journey”</b>	<p>A suite of guidance which supports the procurement process and includes information on seeking quotations, raising purchase orders through to goods receipting and payments – available via the Commissioner’s and Chief Constable intranet sites at:</p> <p><a href="http://www3.hants.gov.uk/hampshirecountycouncil/portal-help/purchasing.htm">http://www3.hants.gov.uk/hampshirecountycouncil/portal-help/purchasing.htm</a></p>
<b>“Employee”</b>	<p>A police officer under the direction and control of the Chief Constable of Hampshire Constabulary or a member of police staff employed directly or under contract by the Commissioner or Chief Constable and under the direction and control of the Chief Constable of Hampshire Constabulary or the Commissioner, or a member of staff employed by the Commissioner who as part of their express or implied terms of office / employment have authority to enter into contracts for purchasing or disposal on behalf of the Commissioner or Chief Constable or designated/collaborative partnership.</p>
<b>“Estate Director”</b>	The person appointed to undertake the role of Estate Director to the Commissioner.
<b>"EU Procedure"</b>	The procedure required by the EU where the Total Value exceeds the EU Threshold.

<b>“EU Public Procurement Directives“</b>	Means EU Directive 2014/24/EU and European Council Directive 89/665/EEC any Directives and Regulations by which it is applied, extended, amended, consolidated or replaced and any re-enactment thereof.
<b>"EU Threshold"</b>	The contract value at which the EU public procurement directives apply.
<b>“Force Solicitor”</b>	The individual who at the relevant time has been appointed by the Chief Constable in the capacity as Force Solicitor for Hampshire Constabulary or in his absence the Assistant Force Solicitor or in the absence of both the Force Solicitor and the Assistant Force Solicitor the Legal Adviser (property matters) or such other individual who may be nominated in advance in writing by the Chief Constable.
<b>"Financial Regulations"</b>	The Financial Regulations, encompassing Contract Standing Orders, outlining Employee responsibilities for financial matters.
<b>“Framework Agreement”</b>	An agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.
<b>“Grant Agreement”</b>	An agreement giving financial assistance to an individual or organisation with no supply of goods or services, or execution of works, in return.
<b>"Invitation to Tender"</b>	Invitation to tender documents as required by Contract Standing Orders.
<b>"Line Manager"</b>	The Contract Lead Officer’s immediate superior or the Employee designated by the Chief Constable to exercise the role reserved to the Line Manager by these Contract Standing Orders.
<b>“OJEU”</b>	The Official Journal of the European Union.
<b>"Parent Company Guarantee"</b>	A contract which binds the parent of a subsidiary company as follows: If the subsidiary company fails to do what it has promised under a contract, the Commissioner or Chief Constable can require the parent company to do so instead.

<b>“Police and Crime Commissioner (Commissioner)”</b>	The Police and Crime Commissioner (Commissioner) for the Hampshire Policing Area.
<b>“Police Organisation”</b>	Includes, but is not limited to, other chief constables and police and crime commissioners.
<b>“Procurement”</b>	The Joint Working Procurement Team within Hampshire County Council charged with providing procurement services as agreed under the Joint Working Arrangements.
<b>"Quotation"</b>	A quotation of price and any other relevant matter (without the formal issue of an Invitation to Tender).
<b>“Relevant Contract”</b>	Contracts to which these Contract Standing Orders apply (see section 5).
<b>"Tender"</b>	A Candidate's proposal submitted in response to an Invitation to Tender.
<b>"TUPE – Transfer of Undertakings (Protection of Employment)”</b>	TUPE refers to the Transfer of Undertaking (Protection of Employment) Regulations, 1981. These regulations were introduced to ensure the protection of employees when, for example, a business is taken over by another organisation. Broadly, TUPE regulations ensure that the rights of employees are transferred along with the business.
<b>“UK Regulations”</b>	The Public Contracts Regulations 2015.
<b>“Value for Money”</b>	Value for Money (VfM) is not the lowest possible price; it combines goods or services that fully meet your needs, with the level of quality required, delivery at the time you need it, and at an appropriate price.