

# **Seven Force Commercial Services Contract Standing Orders**

**December 2024**

## 1. GLOSSARY OF TERMS

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

<b>CC Chief Finance Officers (CC CFOs)</b>	The Chief Finance Officers of the Chief Constables.
<b>7 Force Commercial Function (7FCS)</b>	The 7 Force Commercial Services function, responsible for commercial and procurement activity across the Eastern region.
<b>Chief Constable (CC)</b>	The Chief Constable of Bedfordshire Police, the Chief Constable of Cambridgeshire Constabulary, the Chief Constable of Essex Police, the Chief Constable of Hertfordshire Constabulary, the Chief Constable of Kent Police, the Chief Constable of Norfolk Constabulary and the Chief Constable of Suffolk Constabulary.
<b>Chief Officers</b>	Officers who are members of the Chief Officer's team of Bedfordshire, the Chief Officer's team of Cambridgeshire, the Chief Officer's team of Essex, the Chief Officer's team of Hertfordshire, the Chief Officer's team of Kent, the Chief Officer's team of Norfolk and the Chief Officer's team of Suffolk.
<b>Commercial Executive Board (CEB)</b>	The board established to support and direct 7 Force Commercial Services giving operational oversight on commercial and financial matters.
<b>Constabulary</b>	Police officers, including the special constabulary, and police staff under the direction and control of the CCs.
<b>Contract</b>	An agreement in any form (provided it includes offer, acceptance and consideration), and is signed by the parties.
<b>Deed</b>	An agreement that must: <ul style="list-style-type: none"> <li>• be in writing; and</li> <li>• include a statement that the agreement is intended to be a deed by the parties to it by wording in the agreement which states it is a "deed" and/or states it is "executed as a deed"; and</li> <li>• be validly executed as a deed by the parties to it.</li> </ul>
<b>Framework Agreement</b>	An enabling agreement, which establishes the terms under which individual contracts (call-offs) can be made throughout the period of the agreement.
<b>Notifiable Below Threshold Contracts</b>	A regulated below-threshold contract with an estimated value of not less than £30,000.
<b>Officers</b>	All police officers and police staff of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk Constabularies / Police and staff of the PCCs and PFCC(s).
<b>PCC Chief Finance Officers (PCC CFOs)</b>	The Chief Finance Officers of the PCCs and PFCC(s).
<b>Police and Crime Commissioners (PCCs) and Police, Fire and Crime Commissioner(s) (PFCC(s))</b>	The Bedfordshire Police and Crime Commissioner, the Cambridgeshire Police and Crime Commissioner, the Essex Police, Fire and Crime Commissioner, the Hertfordshire Police and Crime Commissioner, the

	Kent Police and Crime Commissioner, the Norfolk Police and Crime Commissioner and the Suffolk Police and Crime Commissioner.
<b>Procurement Activity</b>	Includes all commercial activities where 3 <sup>rd</sup> party spend exceeds £60,000 in value.
<b>Procurement Policy and Procedures</b>	All Procurement Policies and Procedures published by the 7 Force Commercial Services function.
<b>Procurement Act 2023 (PA23)</b>	The Procurement Act 2023 and Procurement Regulations 2024, as amended and any subsequent amendments thereto or any successor regulations.
<b>Reserved Matters</b>	Matters which are reserved by a Policing Body, acting reasonably, to be progressed and delivered locally. Reserved Matters will typically entail the procurement of goods or services that are novel, politically sensitive or unique to a Policing Body. To ensure transparency across the Policing Bodies, all instances of reserved matters must be notified by the relevant party to the chair of SPGB through the 7 Force Commercial Services administrator in advance for their awareness. The Policing Body that instigates the Reserved Matter will authorise and approve any contract award.
<b>Seven Force Director of Commercial Services</b>	The individual appointed to run the 7 Force Commercial Services function.
<b>Single Force Requirement</b>	Where a single force has a requirement for goods or services and which is not a Reserved Matter and will be undertaken by the Function.
<b>Single Tender Action (STA)</b>	The direct selection of a supplier to provide goods, works or services without competition.
<b>Standing Orders</b>	These contract standing orders.
<b>Strategic Procurement Governance Board (SPGB)</b>	The board established under the Collaboration Agreement to oversee the running and performance of the 7 Force Commercial Services function. For absolute clarity, this Board is not a decision-making group on behalf of the Corporations Sole.
<b>Social Value</b>	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.

## **2. INTRODUCTION**

In Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk, the 7 Force Commercial Services Function has been created to support police commercial and procurement activity.

All procurement of contracts over £60,000 (excl. VAT) will be managed by the 7 Force Commercial Services Function.

- 2.1. These contract standing orders will apply to all procurements and contract variations that are being carried out in the 7 Force region.
- 2.2. All contracts and orders for goods, works or services made by or on behalf of the PCCs and PFCC(s), with the exception of contracts / leases for the lending or borrowing of money, land and contracts of service for employment purposes, shall be made in accordance with these Standing Orders.
- 2.3. All contracts shall comply with statutory requirements including, but not limited to, UK and other applicable legislation and relevant Government guidance.
- 2.4. The PCCs, PFCC(s) and Chief Constables require all procurement activity to be undertaken in compliance with the Procurement Legislation and / or these Contract Standing Orders to ensure value for money.
- 2.5. Advice on specialist procurement matters must be directed through the 7 Force Commercial Function, which will decide the appropriate route for response or escalation, including the commissioning of external legal advice.
- 2.6. No exceptions shall be made to these Standing Orders other than for those reasons stated in paragraph 4.
- 2.7. All Officers shall comply with these Standing Orders. Any failure to do so may result in disciplinary action.
- 2.8. Any specific delegation of these Standing Orders to an officer may be exercised by their deputy or by another officer specifically designated in writing by the officer in accordance with any general directions issued by them.
- 2.9. Any dispute regarding the interpretation of these Standing Orders will be referred to the SPGB in the first instance. If the dispute cannot be resolved within 1 month, it will be escalated to the PCCs and the PFCC(s) and their decision will be final.

## **3. FINANCIAL AND CONTRACTUAL DELEGATIONS**

- 3.1 The P(F)CC CFOs and CC CFOs will be responsible for determining authorised signatories within the PCCs, PFCC(s) and Constabularies. Those authorised signatories and sub delegation rules will be described and documented in each PCC and PFCC's respective Financial Regulations.

## **4. EXCEPTIONS TO NORMAL PROCEDURES**

### **4.1. Exceptions**

#### **4.1.1. Tenders or quotes are not required in the following circumstances:**

- 4.1.1.1. purchases through government agency or other consortium or similar body; or

- 4.1.1.2. purchases at public auctions; or
- 4.1.1.3. internal PCC, PFCC or Constabulary business where one part of the PCC, PFCC or Constabulary provides a service to the other; or
- 4.1.1.4. Other exceptions as defined in the glossary

#### 4.2. Single Tender Action (STA)

- 4.2.1. STA for contracts under £60,000 excluding VAT shall be subject to approval locally by Chief Finance Officers. A full local audit trail shall be maintained.
- 4.2.2. STA for contracts over £60,000 excluding VAT must only be used in exceptional circumstances. Tier 1 or 2 Commercial Services staff must first assess the validity of the STA against the criteria set out below and either endorse or reject the proposal prior to consideration by the PCC CFOs or CC CFOs or their delegated authorities. Legal advice may be obtained if the procurement value is over the higher UK threshold and to clarify our exemption from / compliance with the Procurement Act. The acceptable criteria for a STA are:
  - 4.2.2.1. where it can be evidenced that only one supplier is able to carry out the work or service or to supply goods for technical reasons or because of exclusive rights;
  - 4.2.2.2. the contract has been classified as Secret by the CC CFOs making the use of a particular contractor essential or a limited competition to a select list of contractors and the avoidance of advertising requirements in the public domain;
  - 4.2.2.3. the contract is required so urgently that competition is impracticable, e.g. when an operational need arises which requires immediate action. These circumstances must be unforeseeable and not as the result of bad planning.
- 4.2.3. Where, for any reason not covered by paragraph 4.2.2, an exception is still sought to be made, then the PCC or CC CFOs may approve the exception. Post activity exception will only be granted for operationally imperative, or other emergency situations.
- 4.2.4. 7 Force Commercial Services must report quarterly to the CEB any Single Tender Actions not dealt with locally or under Reserved Matters.

### **5. COMPETITIVE PROCUREMENT (Contract Value between £6,000 – £59,999 excluding VAT)**

- 5.1. The estimated value of a contract shall be the total value of the contract exclusive of VAT ("the Total Value"). This is the total amount estimated to be payable over the full term of the contract, including all options to extend the term under the Contract. If the full term is unknown, then the Total Value should be based on forty-eight (48) months. Requirements must not be disaggregated to avoid competitive procurement under any circumstances.
- 5.2. Criteria for the award of contracts shall be recorded in advance of the invitation to tender and strictly observed by Officers evaluating the bids. The criteria cannot be altered once the tender is advertised. The standard approach for evaluation will be the most advantageous criteria and consider whole life costs.

- 5.3. For quotations between £6,000 – £59,999 evaluation models used to select the successful bidder must consider appropriate Price, Quality and Social Value criteria when determining weightings dependant on the specific project and determined by the project lead. Further advice can be sought from 7 Force Commercial Services.
- 5.4. All Procurements above £6,000 must be conducted through the approved e-tendering platform.
- 5.5. The evaluation of bids must be objective, systematic, thorough and fair. Decision makers should be aware that the records of the decision-making process may be subject to scrutiny at a later date. A minimum of three Officers shall be involved in the evaluation of bids, and all evaluators will be required to complete a declaration of impartiality (found on force intranet pages).
- 5.6. If there is already an exclusive corporate contract in place for the goods, works or services required, it is mandatory to use it. Additional procurements for alternative contracts will not be approved or resourced. A full list of current corporate contracts can be found on 7F Commercial Services intranet sites.

## **6. COMPETITIVE PROCUREMENT (Contract Value over £60,000)**

- 6.1. For goods, works or services over £60,000 the acceptance of quotations and tenders will be based on the principle of best overall value for money, incorporating as a minimum, quality, price and social value for tenders.
- 6.2. For Procurements over £60,000 the award criteria weightings will be determined by 7 Force Commercial Services using its professional expertise and in consultation with participating organisations and lead officers.
- 6.3. 7 Force Commercial Services has responsibility to ensure appropriate Procurement Policy and documentation are published covering matters such as:
  - 6.3.1. the whole tendering process i.e. relevant notices, initial tender, specifications and standards, and evaluation and appointment of contractors and consultants;
  - 6.3.2. processes regarding the use of sub-contractors;
  - 6.3.3. processes regarding variations to contract;
  - 6.3.4. the process to be undertaken in relation to declarations of interest in a contract;
  - 6.3.5. the procedures to be followed in relation to collaborative contracts;
  - 6.3.6. the adoption of Framework Agreements;
  - 6.3.7. the procedures to be followed in applying for an exception to Standing Orders, including:
    - 6.3.7.1. the formal procedure to be adopted to evidence alternative provision is not available;
    - 6.3.7.2. the formal justification of emergency provision;
  - 6.3.8. the achievement of value for money, and the minimisation of risk to the PCCs, the PFCC(s) and Constabulary.

- 6.4. If during a procurement process it is identified that an individual Force (or Forces) are put in a detrimental position (economical or from an operational efficiency perspective) this will be escalated to the lead stakeholder to resolve or take to the next monthly CEB.

**Table 1. Procurement competition procedures and authority levels, where no corporate contracts exist.**

Estimated Value including any possible extensions (excluding VAT)	Procurement Procedure	Level of Delegated Authority	Means of executing the contract
£0 - £5,999	1 quote, where possible from a local supplier. (Appendix 1. Purchase Flow)	Officer from respective Force or Policing Body who has delegated authority to approve purchase orders.	Purchase order or signed contract.
£6,000 - £59,999	Evidence of requesting 3 quotes through the approved e-tendering system. Where possible, at least 1 quotation should be from a local supplier. (Appendix 1. Purchase Flow)	Officer from respective Force or Policing Body who has delegated authority to approve purchase orders	Purchase order or signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 6.7 below.
£60,000-£149,999	Compliant process as determined by 7F Commercial Services (Appendix 2. CSO Processes)	Upon receipt of completed Contract Award Approval documentation with appropriate 7 Force Commercial Services Personnel (Head of Category Management) approval and all other required signatories.	Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 6.7 below.
£150,000 - £249,999	Compliant process as determined by 7F Commercial Services (Appendix 2. CSO Processes)	Upon receipt of completed Contract Award approval documentation completed with 7F Director of Commercial Services or nominated deputy approval and all other required signatories.	Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 6.7 below.
£250,000 - £999,999	Compliant process as determined by 7F Commercial Services (Appendix 2. CSO Processes)	Upon receipt of completed Contract Award approval documentation approved by the relevant authority from the Force or Policing Body who has authority to enter into a Contract according to local financial regulations.	Signed contract unless it meets the criteria for executing as a Deed under seal set out in paragraph 6.7 below.
Above £1,000,000	Compliant process as determined by 7F Commercial Services  Prior to procurement activity, the following is required:  either: <ul style="list-style-type: none"> <li>CEB approval of procurement approach (if necessary – check with 7FCS);</li> <li>Approval of procurement approach for single force / cluster / construction</li> </ul>	Upon receipt of completed Contract Award approval documentation.  CEB Approval obtained (if necessary – check with 7FCS) as documented within Board Minutes.  Decision Report (where applicable) signed by PCC / PFCC or Policing Body	Signed contract by the PCC / PFCC unless it meets the criteria for executing as a Deed under the PCC / PFCC or Policing Body seal set out in paragraph 6.7 below.  In accordance with paragraph 8.1 below the agreement shall have the signature or seal of each participating PCC / PFCC or Policing Body.

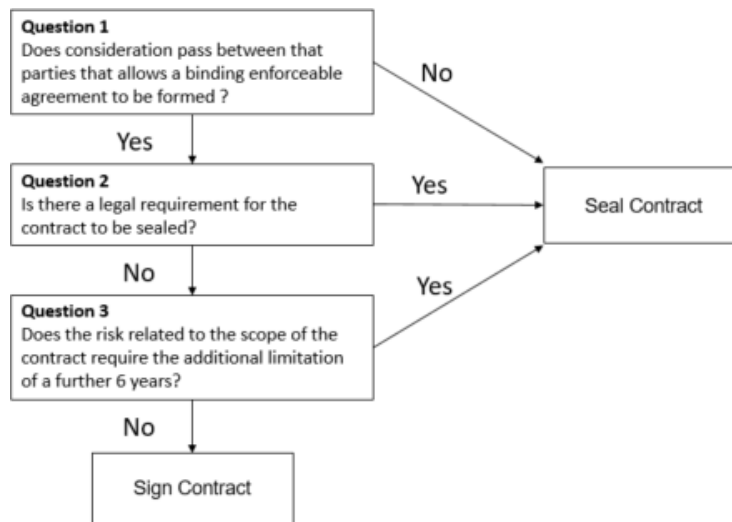
	contracts with all required signatories as set out in document.  (Appendix 2. CSO Processes)		Where a procurement is over £1million but results in individual lots, creating distinct contracts that are under £1million, those distinct contracts will be progressed individually in accordance with the thresholds above.
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- 6.5. An Officer with authority to authorise requisitions or contracts committing the expenditure does so with the consent of and on behalf of the PCCs and PFCC(s) and other Policing Bodies.

It is the responsibility of the respective forces to produce and agree decision making reports in accordance with local policing body schemes of delegation. When planning procurement activity, the client must inform 7FCS of the likely timespan needed beyond the procurement cycle for local governance to ensure the timely award of contracts” or something similar.

- 6.6. The authority levels above shall apply to variations to contract, where governance approval has not already been included within the original contract approval documentation, i.e. any additional costs resulting from the variation must be aggregated with the original contract value for the purposes of authorisation. Variations to contracts up to £250,000 may be approved, subject to confirmation of funding, by the Director of 7 Force Commercial Services or delegated levels as set out in the table at 6.4. (Table 1.) Where variations are novel, contentious or repercussive the commercial lead shall consult with relevant PCC / PFCC and CC CFOs to obtain authority to progress the change, if needed.
- 6.7. The following types of agreement must be executed as a Deed under the PCC / PFCC seal:
- 6.7.1 Construction contracts over £250,000;
  - 6.7.2 Other contracts where the Policing Body wishes to enforce the Contract more than six years after its end (advice should be sought from the 7 Force Director of Commercial Services in such circumstances)
  - 6.7.3 Any agreement that is made without consideration
- 6.8. Notwithstanding 6.7.1 – 6.7.3 above, the diagram below can be applied on a case by case basis to determine whether a document needs to be executed as a deed in accordance with a law.





## 7. TRANSPARENCY

- 7.1. Under the Procurement Act 2023, there are mandatory 'Notices' that will need to be published for notifiable below threshold contracts that have a contract value in excess of £30,000 (incl. VAT) as set out in Appendix 3. It is the responsibility of policing bodies' representatives to comply with the transparency requirements as set out below, which may be varied from time to time

Notice Title	Purpose	When published
Below threshold Tender Notice	To notify the market of an upcoming opportunity	Prior to launch of an invitation to tender
Below threshold Contract Details Notice	To notify the market of an awarded purchase / contract	Upon purchase or signing of a contract
Contract Change Notice	To notify the market of a change made to an already awarded purchase / contract	Once the change has been made

- 7.2. 7 Force Commercial will be responsible for compliance with transparency obligations for procurements above £60,000.

## 8. FORM OF CONTRACT

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

Total Contract Value	Parties to contract
£0 - £999,999	1 PCC / PFCC on behalf of all PCCs / PFCCs. In this case, the contracting PCC / PFCC will be the only authority with privity of contract with the supplier, and therefore will be required to enforce the contract terms on behalf of all collaborating PCCs / PFCCs. All PCCs / PFCCs will, however, have the express right to receive the benefit of the works, goods or services being delivered under the contract.

£1,000,000+	All of the collaborating PCCs / PFCCs will be signatories to the contract, meaning that they each have joint and several liability to enforce the terms of the contract against the supplier (and joint and several liability to have the terms enforced against them by the supplier, if applicable). All PCCs / PFCCs will also have the express right to receive the benefit of the works, goods or services being delivered under the contract.
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- 8.2. All Contracts over £100,000 shall be in writing and awarded in accordance with 7Force Terms of Contract for goods, services or works, which include as a minimum: indemnity, liquidated damages, defaults, transfer arrangements, third party rights and financial guarantees

## 9. AWARD OF CONTRACT

- 9.1. Tender evaluations must be completed using the criteria published and issued within the tender documentation.
- 9.2. The 7 Force Commercial Services lead must record the reasons and analysis that led to the acceptance of the best value offer. A detailed Contract Award approval report , approved by the lead stakeholder(s) and all other required signatories, is to be completed for all tenders and STAs above £60,000.
- 9.3. The 7 Force Commercial Services lead is authorised to recommend the acceptance of tenders.
- 9.4. The Contract is to be signed on behalf of the PCCs and PFCC(s) in accordance with the Table 1 and 8.1 above.

## 10. CONTRACT MANAGEMENT

- 10.1. 7 Force Commercial Services will manage strategic regional / collaborative contracts in accordance with the 7 Force Contract Management Manual.
- 10.2. All other contracts which require proactive contract management will be carried out locally by Forces / Policing Bodies with support, guidance and training provided by 7 Force Commercial Services
- 10.3. 7 Force Commercial Services will maintain a register of contracts for the region and publish on the intranets.

## 11. COLLABORATIVE CONTRACTS AND FRAMEWORK AGREEMENTS

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

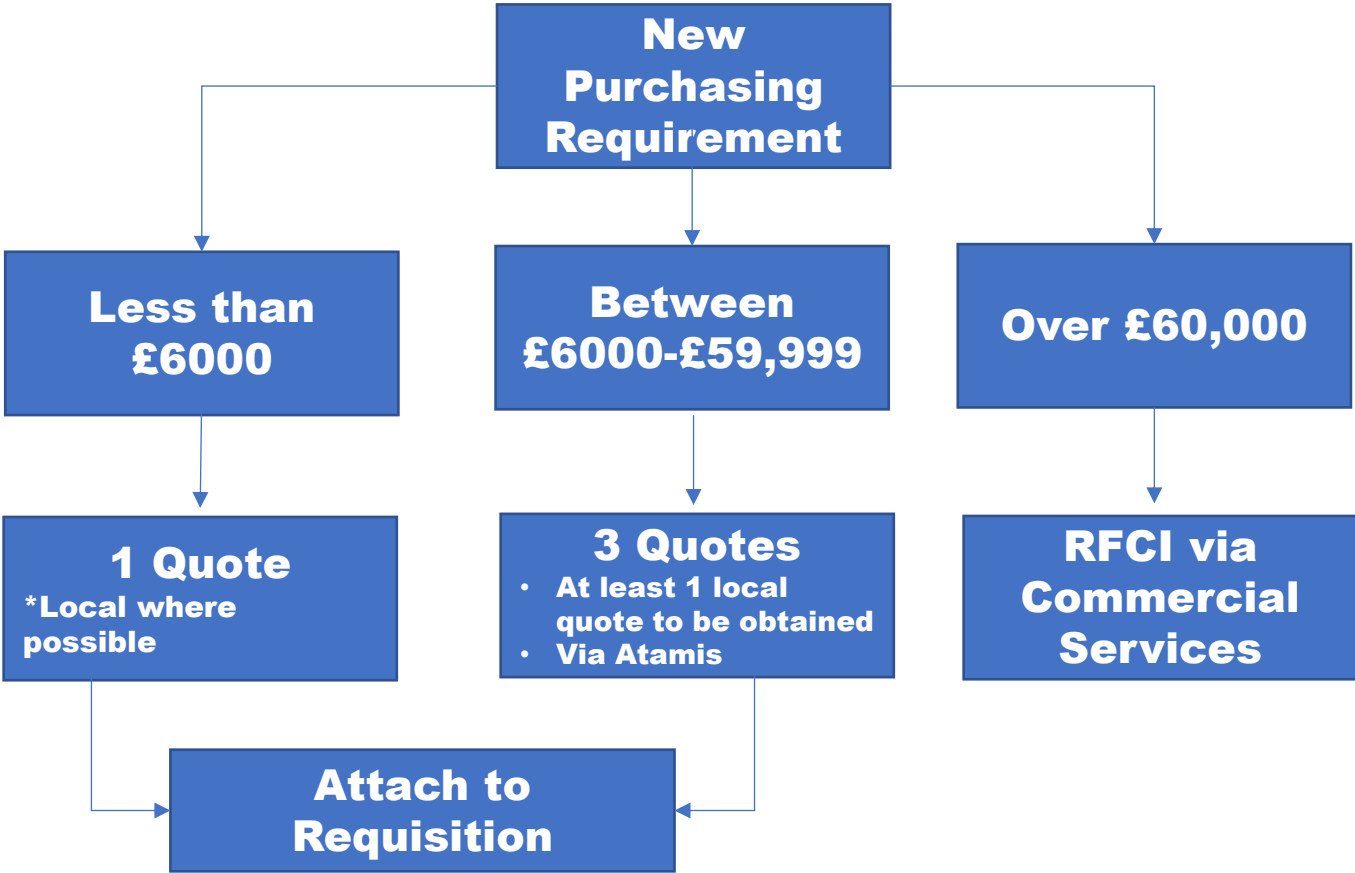
## 11. CONCESSIONS CONTRACTS

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

## 12. REVIEW

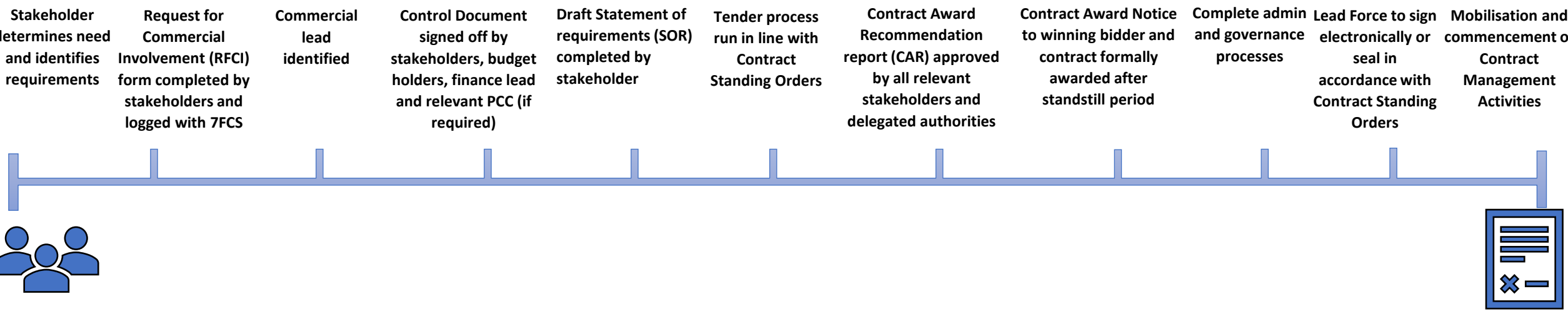
- 12.1. These Standing Orders will be reviewed at least on a bi-annual basis by the PCC CFOs and CC CFOs and comments fed into the SPGB for consideration if change is required.

# Local Delegated Thresholds

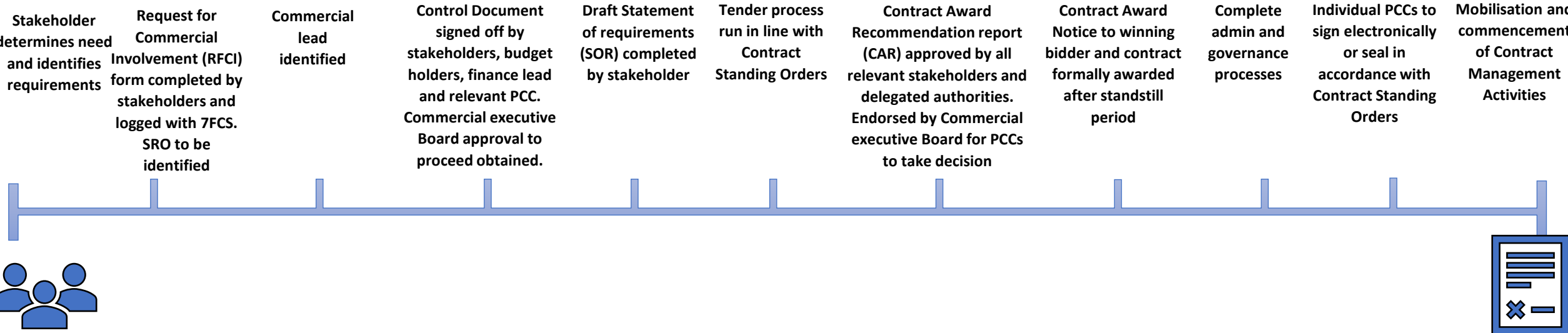


# 7F Commercial Services Contracts Process >£60k

## Contracts under £1,000,000



## Contracts over £1,000,000

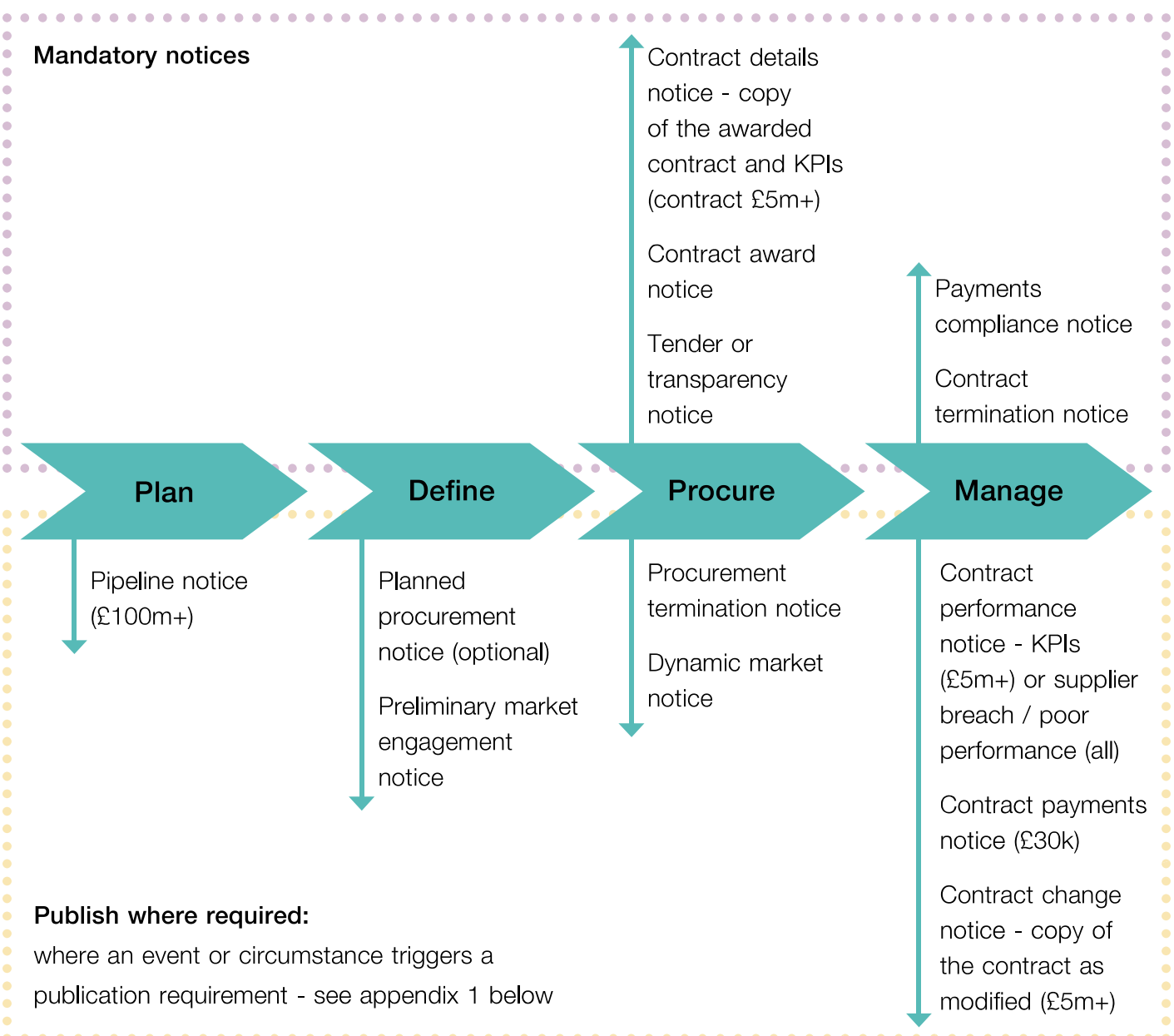




# Transparency notices / publication

## Flowchart

This flowchart demonstrates the notices and other information that you may publish throughout the end-to-end procurement lifecycle (depending on the procurement procedure followed, the nature of the contract and / or the contracting authority). **Further details about each notice can be found in the notices fact sheet.**



## Appendix 1: publication triggers (publication when required)

The following table sets out the publication triggers that apply to notices and other information that should be 'publish when required' on the central digital platform. Exemptions to publication apply, see the notices fact sheet for more details.

Notice / information	Publication trigger
Pipeline notice	Where organisational procurement spend is £100m+, publish 12-month forward of procurements £2m+
Planned procurement notice	Publish a qualifying planned procurement notice to reduce tender timescales
Preliminary market engagement notice	Publish where pre-market engagement is planned or has taken place (or explain why not, in tender notice)
Procurement termination notice	Publish if, following a tender or transparency notice, the procurement ends without a contract award
Dynamic market notice	Publish to advertise, establish, change or terminate a dynamic market
Copy of awarded contract (and KPIs)	For contracts over £5m total value, KPIs must be set and the contract (redacted as required) published
Contract performance notice	Publish annual KPI data (contracts £5m+), and/or as required to report breach of contract / poor performance
Contract payments notice	Publish where one or more contract payment of £30k+ is made under a public contract (quarterly)
Contract change notice	Publish when making a contract modification (unless exemption applies)