

**THE OFFICE OF POLICE AND CRIME COMMISSIONER
FOR DERBYSHIRE
DECISION RECORD**

Request for PCC Decision	Received in OPCC Date: 22 January 2019	OPCC Ref: 12/ 2019
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CONTRACT REGULATIONS – REVIEW AND UPDATE

Executive Summary:

The report sought approval from the Commissioner regarding a review of the Contract Regulations, Single Tender procedure and Order Exemption Lists for use by the Force when procuring Goods and Services.

Decision

1. The Commissioner approved the revised Contract Regulations & Procedures, for immediate use, together with the Single Tender Procedure and Official Order Exemption list

Declaration

I confirm that I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with the Code of Conduct for the Police and Crime Commissioner for Derbyshire. Any such interests are recorded below.

None

The above request has my approval.

Signature

Hardyal Dhindsa

Date 22 January 2019

PUBLICATION SCHEME CONSIDERATIONS

Is the related Section B report to be published **Yes**

The report contains commercially sensitive information.

Is the publication of this approval to be deferred **No**

If Yes, provide reasons below

Date to be deferred to –

NB Statutory Instrument 2011/3050 (as amended by SI 2012/2479) states that: *all decisions made by a PCC are in the types of information that must “be published as soon as practicable after it becomes available to the elected local policing body”.*

OFFICER APPROVAL

Chief Executive or Nominee:

I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report.

I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner

Name Andrew Dale

Date 22 January 2019

STRATEGIC PRIORITIES ASSURANCE BOARD

REPORT TITLE	CONTRACT REGULATIONS – REVIEW AND UPDATE
REPORT BY	CHIEF FINANCE OFFICER
DATE	28 TH JANUARY 2019

PURPOSE OF THE REPORT

To seek approval from the Commissioner regarding a review of the Contract Regulations, Single Tender procedure and Order Exemption Lists for use by the Force when procuring Goods and Services.

ATTACHMENTS

1. Contract Regulations & Procedures – Jan 2019 (extract from Financial Handbook)
2. Appendix A – Single Tender Procedure
3. Appendix B – Official Order Exemption list

RECOMMENDATIONS

1. That the Commissioner approves the revised Contract Regulations & Procedures, for immediate use, together with the Single Tender Procedure and Official Order Exemption list
2. That the Commissioner notes that the wider Financial Handbook will be reviewed separately and reported at a later date

CONTACT FOR ENQUIRIES

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1. OVERVIEW

- 1.1 The Contract Regulations have been reviewed and updated by the Chief Finance Officer in consultation with both the Interim Joint Director of Finance and the Head of Procurement.
- 1.2 The review has ensured that the Contract Regulations remain fit-for-purpose as a key tool to govern how Goods and Services are procured.
- 1.3 Note that as this document forms part of the wider Financial Handbook, it begins at Section 5 and is numbered accordingly.
- 1.4 The majority of the amendments to the Contract Regulations & Procedures are for clarity or to update references to key individuals. They do not substantially change the delegations or limits applied to the Procurement process.
- 1.5 Paragraph 5.5.2 has been inserted by the Chief Finance Officer to afford the Head of Procurement a pragmatic delegation to use his professional judgement in requiring written quotations where a contract value falls between £5,000 and £10,000.
- 1.6 Paragraph 5.5.36 allows for exceptional circumstances whereby a contract may be awarded prior to formal signature. It will be noted that the Chief Finance Officer will be advised immediately should that occur and will brief the Police & Crime Commissioner accordingly.
- 1.7 Of particular interest will be the Official Order Exemption List (Appendix B) which sets out those Goods and Services where it will not be necessary to raise an official order. This list has been approved by the Chief Finance Officer and is recommended to the Police & Crime Commissioner for ratification.
- 1.8 The Chief Finance Officer and Interim Joint Director of Finance will shortly be reviewing the wider Financial Handbook in light of the current working model and potential for closer collaboration with Derbyshire Fire & Rescue in the future. This updated Financial Handbook will be brought for approval at a later date.

BACKGROUND PAPERS

- A. Financial Handbook (due for review)

5. CONTRACT REGULATIONS

5.1 What is a contract?

- 5.1.1 A contract is an agreement between two parties for the supply of goods and/or services. Employees should avoid giving verbal commitments to suppliers as this can constitute a contract.
- 5.1.2 The terms and conditions to be applied to the contract provide clarity and protection to the participants, and the specification of the requirement should be clearly understood by both parties. Their length and complexity are likely to depend on the extent of cost and complexity of the goods or services to be supplied.

5.2 Why are these important?

- 5.2.1 All employees engaged in the following activities, shall make every effort to ensure that the best value for money is achieved for the acquisition and delivery of:
- goods or materials;
 - services and consultancy;
 - building works; and
 - the supply of goods or services to third parties which provide Derbyshire Police with an income.
- 5.2.2 Such efforts shall also continue throughout the lifetime of any contract to ensure that best value for money is maintained in the quality and standard of all goods, services and works supplied and in the review of proposals to change or vary any feature of any contract during its lifetime.

5.3 Key controls

- 5.3.1 No contract or project shall be deliberately or artificially divided into a number of separate contracts in order to avoid the obligations set out in these Contract Regulations, or any statute or the EU Directive.
- 5.3.2 Competition shall be encouraged from potential providers to supply Derbyshire Police with goods, services, building works, etc.
- 5.3.3 Every contract concluded on behalf of the Police & Crime Commissioner shall comply with:
- the EU Treaty;
 - any relevant Directives of the EU for the time being in force in the United Kingdom including any requirement for aggregation;
 - any laws of the United Kingdom including any Act of Parliament requiring the letting of contracts by competitive tendering or relating to Best Value; and
 - the requirement of the Police Reform and Social Responsibility Act 2011 to publish copies of contracts and tenders to businesses and to the voluntary community and social enterprise sector on the website.

5.3.4 Subject to compliance with 5.3.3 exemption from any of the following provisions of these Contract Regulations may only be made:

- by direction of the Chief Constable; or
- by the Chief Executive
- by a chief officer in an emergency.

5.3.5 The Chief Finance Officer and Director of Finance shall be informed of the circumstances of every exemption made under 5.3.4 at the earliest opportunity.

5.3.6 In addition to adhering to the above, any employee who is engaged in any activities or processes leading to the award of a contract or in its subsequent delivery, shall:

- show no undue favour to or discriminate against any contractor or potential contractor;
- carry out their work in accordance with the highest standards of propriety and proper practice (including respecting the confidentiality of commercial information); and
- not breach the requirements of the Derbyshire Police Policy for Gifts and Gratuities, Hospitality, Discounts, Travel and other Potential Conflicts of Interest.

5.3.7 During the tendering period for a contract, staff and officers may not accept from organisations involved in the tendering process, any gifts or any hospitality other than hospitality which is of a: -

- de minimus value (less than approximately £15 worth); and
- nature which could reasonably be considered to be associated with normal daily business such as the provision of a light refreshment or meal or the provision of parking facilities for a business visit. Where such hospitality is accepted it must be recorded. The tendering period will start when the contract is first drafted and will end after the contract is awarded and will apply to staff or officers involved in any way in the drafting or awarding of the contract.

5.3.8 These Contract Regulations shall apply, irrespective of whether the contract is financed with monies provided by the Commissioner or any other person or body e.g. grants from local councils and other partnership monies.

5.4 Responsibilities

General

5.4.1 These Standing Orders are made pursuant to the Local Government Act 1972 Section 135 and shall come into force on 28 January 2019 but nothing in these Standing Orders shall prejudice the validity of any actions taken before that date under any previous Standing Orders.

5.4.2 These Standing Orders shall not apply or may be varied where or to the extent that: -

- the Police and Crime Commissioner so resolves; or
- where the Director of Finance acting pursuant to Appendix A of these Standing Orders so decides; or
- statute or subordinate legislation prescribes otherwise; or
- purchases are proposed against a contract or framework (identified by the Procurement Department) with a single supplier awarded by a statutory body, local authority, consortium, local policing bodies or other similar bodies, and the contract or framework has been awarded by the method prescribed by such body. (For the avoidance of doubt, where an approved Framework Agreement is in place with multiple suppliers, Standing Orders will apply and further competition will normally take place).

5.4.3 The estimated value for the purposes of these Standing Orders of a contract shall be the value of the consideration which Derbyshire Police expects to give under the contract calculated as follows:

- Where Derbyshire Police has a requirement for a single contract comprising services, supplies or works in combination, then the value of the contract shall be the aggregate value, and the rules to be applied are those which apply to the largest element by consideration.
- In determining the value of the consideration which Derbyshire Police expects to give under a contract it shall, where appropriate, take account of:
 - insurance services - the premium payable ;
 - banking and other financial services - the fees, commissions or other remuneration payable for banking and financial services;
 - design contracts - the fees or commissions payable;
 - where Derbyshire Police has a single requirement for services and a number of services contracts have been entered or are to be entered into to fulfil that requirement the estimated value for the purposes of these Standing Orders shall be the aggregate of the value of the consideration which the Derbyshire Police expects to give under each of those contracts.
 - Where Derbyshire Police has a single requirement for goods and a number of supplies contracts has been entered or is to be entered into to fulfil that requirement, the estimated value for the purposes of these Standing Orders above shall be the aggregate of the value of the consideration which Derbyshire Police expects to give under each of those contracts.
 - The estimated value for the purposes of these Standing Orders above of a works contract which is one of a number of contracts entered into or to be entered into for the carrying out of works shall be the aggregate of the value of the consideration which Derbyshire Police has paid or expects to give under all the contracts for the carrying out of the work.

- The estimated value for the purposes of these Standing Orders above of a services contract, which does not indicate a total price, under which services are to be provided over a period exceeding four years or over an indefinite period shall be the value of the consideration which Derbyshire Police expects to give in respect of each month of the period multiplied by 48.
- The estimated value for the purposes of these Standing Orders above of a supplies contract for the hire of goods for an indefinite period, or for a period which is uncertain at the time the contract is entered into, shall be the value of the consideration which Derbyshire Police expects to give in respect of each month of the hire multiplied by 48.
- Where a service contract includes one or more options the estimated value of the contract for the purposes of these Standing Orders above shall be determined by calculating the highest possible consideration which could be given under the contract.
- Derbyshire Police shall not enter into separate contracts nor select nor exercise a choice under a valuation method with the intention of avoiding the application of these Standing Orders to those contracts.
- The relevant time for the purposes of calculating the estimated value means the date on which a notice seeking expressions of interest is first published.

5.4.4 Electronic methods of seeking expressions of interest, inviting tenders and/or receiving tenders will be utilised

5.4.5 These Standing Orders apply to the entering into of any commitments of a contractual nature for the purchase of goods, services or works. While they refer to 'contracts' they are equally applicable to 'orders' for purchase (in so far as they can be applied).

Power to Delegate

5.4.6 The Deputy Police & Crime Commissioner the Chief Finance Officer and the Chief Executive shall have power to enter into contracts on behalf of the Commissioner:-

The contract is to be awarded on the basis of an offer that offers the most economically advantageous outcome to Derbyshire Police: -

5.4.7 The request for authority to accept tenders/quotes and/or enter into contracts with a value in excess of £25,000 pursuant to paragraph 5.1.18 or 5.1.19 shall be documented by the Procurement Department in a report to Police & Crime Commissioner through the Chief Finance Officer or the Chief Executive.

5.5 PURCHASING PROCEDURES AND THRESHOLDS

Small contracts of £25,000 or less

- 5.5.1 Tenders need not be invited for contracts estimated to have a value of £25,000 or less but written quotations shall be obtained wherever possible. For contracts estimated to have a value of more than £5,000 but not exceeding £25,000 three written quotations shall be obtained unless paragraphs 5.5.2 to 5.5.5 apply.
- 5.5.2 For contracts estimated to have a value of more than £5,000 but not exceeding £10,000 the requirement for a minimum of 3 written quotations shall not apply where a justification to waive this requirement has been made to and agreed by the Head of Procurement. Instances where such waiver has been granted will be reported to the Director of Finance and the Chief Finance Officer.
- 5.5.3 The requirement for written quotations shall not apply where the services comprise the: -
- seeking the advice of counsel;
 - services of counsel by way of representation;
 - services of an expert witness; or
 - engagement of temporary locum staff.
- 5.5.4 The requirement for written quotations shall not apply where a current and relevant framework agreement awarded in compliance with EU regulations is in existence. Provided that the rules governing such framework agreement allow the use by the Commissioner and do not require a further competition to take place or quotations to be obtained.
- 5.5.5 The requirement for three written quotations shall not apply where the Chief Finance Officer or the Chief Executive authorises a single written quotation, in accordance with the procedure set out in Appendix A.
- 5.5.6 Contracts having a value of £25,000 or less shall be evidenced in writing but may be on Derbyshire Police's purchase order form unless the Director of Finance or the Chief Finance Officer considers that a different form of contract is appropriate.

Requirement for tenders: contracts above £25,000

- 5.5.7 Subject to 5.5.7 and 5.5.9 tenders shall be invited where the contract sum is estimated to exceed £25,000.
- 5.5.8 Tenders need not be invited where:
- 5.5.2 or 5.5.3 apply;
 - the Police & Crime Commissioner, Deputy Police & Crime Commissioner, Chief Finance Officer or the Chief Executive authorises the procedure for a single tender, in accordance with the procedure set out in Appendix A.; or

- the Police & Crime Commissioner, Deputy Police & Crime Commissioner, Chief Finance Officer or the Chief Executive authorises a contract under a single supplier Framework Agreement; or
- the Commissioner proposes to procure services, supplies or works through a contract entered into by another contracting authority (within the meaning of the Public Contracts Regulations 2015) having followed procurement procedures similar to those set out in these Standing Orders; or
- the services comprise:
 - seeking the advice of counsel;
 - the services of counsel by way of representation;
 - the services of an expert witness;
 - the engagement of temporary or locum staff.

5.5.9 Where tenders are required to be invited, an open competitive tender shall be employed: in accordance with 5.5.10 to ensure value for money and that there is genuine and fair competition

Open competitive tenders

5.5.10 Tenders shall be invited using the Derbyshire Police electronic tendering system in accordance with 5.4.4

- The tender will be advertised using the Derbyshire electronic tendering system and using appropriate web portals including, for example, Contracts Finder and Source Derbyshire or other electronic media; and In the Official Journal (OJEU) where required by the Public Contract Regulations 2015
- The invitation to tender shall be issued and received electronically using the Derbyshire adopted e-tendering system. A written (hard copy or copies) of the tender submission may also be requested where required.

Selection and Award Criteria

5.5.11 The selection and award criteria will be published within the tender documentation in accordance with the principles of the EU directives.

Form of invitation to tender and submission of tenders

5.5.12 All tenders shall be required to be submitted on a form of tender prepared by the Chief Constable's Procurement team, which shall include a certificate against collusion statement and shall specify that the Commissioner will not be bound to accept any tender and shall include a statement that any tender or contract may be inspected by any regulator.

5.5.13 In cases where hard copy tender submissions have been requested, the invitations to tender shall state that no tender will be considered unless it is contained in a plain sealed envelope and endorsed 'Tender' followed by the subject to which it relates. Every such envelope shall bear no name or mark indicating the sender.

5.5.14 Every written (hard copy) tender shall be addressed to the Director of Finance and the tender shall remain unopened in the custody of the Director of Finance or the Chief Finance Officer until the electronic tender has been opened.

Opening of tenders

5.5.15 Tenders shall be kept within the secure area of Derbyshire Police's e-tendering system until the time and date specified for their opening, or for Hard Copy tenders in the custody of the Director of Finance

5.5.16 Under normal circumstances an electronic tendering system will be used. Where only written (hard copy) tenders are received the tenders shall be opened at one time, which shall be as soon as possible after the closing time and date, and only in the presence of three officers appointed by the Director of Finance or the Chief Finance Officer. Those officers shall certify a list of tenders received.

5.5.17 Where tenders are received solely through Derbyshire Police's approved E-Tendering System, they are subject to the electronic security protocols within that system which require tenders to be opened electronically by a designated group of officers.

5.5.18 Where both electronic and hard copy tenders are submitted for the same contract, i.e. some hard copy and some electronic, all tenders received by both means must be brought together for formal tender opening at one time, and all tenders received must be recorded on a list certified by the tender opening panel members.

5.5.19 Where all the tenders are received electronically any supplementary hard copies of the tender must only be opened after the electronic tenders have been opened.

5.5.20 The Director of Finance or the Chief Finance Officer may nominate another officer to discharge his/her responsibilities under this Standing Order.

5.5.21 The Director of Finance, the Chief Finance Officer or their nominee shall prepare and maintain a register of hard copy tenders received and shall record in that register the following particulars: -

- last date and time for the receipt of tenders;
- date and time upon which the tender was actually received;
- estimated tender price;
- name of the tenderer and the amount of the tender;
- date upon which they were opened;
- number of tenders; and
- signature of the officer to whom the tenders were handed after opening.

5.5.22 All persons required to be present at the opening of hard copy tenders shall immediately thereafter sign against the relevant particulars in the register as evidence of such tenders having been opened by them or in their presence and shall initial each of the tender documents.

- 5.5.23 The record of the persons opening an electronic tender will be maintained within the approved E-Tendering System.
- 5.5.24 Unless 5.5.25 applies, no tender received after the specified closing date and time shall be considered. Any such tender will be either rejected via Derbyshire Police's e-tendering system or promptly returned to the tenderer by the Director of Finance, the Chief Finance Officer or nominee. The tender may be opened to ascertain the name and address of the tenderer but no details of the tender shall be disclosed.
- 5.5.25 In exceptional circumstances, or where the tender is the only one received and is within the budgeted estimate previously determined, the Police and Crime Commissioner, the Chief Executive or the Chief Finance Officer may accept a late tender, notifying the Monitoring Officer (Chief Executive) at the time in every case.

Alterations to and clarification of tenders

- 5.5.26 If an error is identified, in the specified requirements or tender documentation, before the closing date for the return of tenders, all tenderers shall be appraised of the error and invited to adjust their tenders.
- 5.5.27 If an error is identified in the specified requirements or tender documentation after the closing date for the return of tenders all tenderers shall be given details of the error and afforded the opportunity of withdrawing the offer or submitting an amended tender.
- 5.5.28 Where examination of tenders reveals errors, discrepancies or a lack of clarity which would affect the tender figure in an otherwise successful tender the tenderer shall be given details of such errors, discrepancies or lack of clarity by the Procurement Team and afforded an opportunity of confirming, correcting or withdrawing his/her offer. The tenderer shall be given no information about other tenders or the likelihood of his/her tender being accepted. If the tenderer withdraws, the next tender in competitive order is to be examined and dealt with in the same way.
- 5.5.29 Where a tenderer is invited to adjust, amend, confirm, correct or withdraw a tender, any submission shall be made in accordance with and subjected to the same safeguards as the original offer.

Evaluation of Tenders

- 5.5.30 Assessment criteria may be made on appropriate technical, qualitative and financial grounds which are appropriate to the contract concerned. These should be published within the tender agreed in consultation with an appropriate stakeholder group and agreed with the Procurement Team, which should include financial and technical/practitioner representation.

- 5.5.31 Evaluations of the Tender submissions are to be carried out by the stakeholder group based on the agreed criteria which shall be applied to all tenderers fairly, transparently and consistently.
- 5.5.32 Additional interviews, presentations and site visits for larger contracts may be included. Such decisions should be made prior to the invitation of tenders, not when adjudicating received offers.
- 5.5.33 Those members of staff involved in the evaluation process should be mindful of the policy on gifts, loans and sponsorship – see 3.9

Acceptance of tenders/quotations

- Prior to issue of tenders/quotations, award criteria appropriate to the purchase must be defined to ensure an outcome giving best value for money for Derbyshire Police. The basic criterion shall be the 'most economically advantageous' offer.
- 5.5.34 Award criteria will be in accordance with the Public Contract Regulations 2015
- 5.5.35 Contracts must be evaluated and awarded in accordance with the agreed and recorded award criteria, established and published prior to receipt of completed tenders/quotations.
- 5.5.36 In exceptional circumstances where the urgency of the situation dictates that a contract is awarded prior to formal signature the Chief Finance officer is to be advised by telephone as soon as practicable after the award. This is to be followed up in writing to the Chief Finance Officer by email.

Contracts to be in writing

- 5.5.37 Every contract, except where the contract is awarded pursuant to paragraph 5.5.36 , shall: -
- be in writing in a form approved by the Director of Finance or the Chief Finance Officer;
 - be executed under seal by the Chief Executive or his/her nominee where its value exceeds £200,000 if required; or
 - be signed by the Chief Executive or the Chief Finance Officer where its value does not exceed £200,000;
 - where the value of the contract exceeds £200,000 it shall be awarded and signed by the Commissioner or the Deputy Commissioner.
- 5.5.38 Every contract above £25,000 shall specify amongst other things: -
- services, supplies or works to be provided;
 - the price to be paid with a statement of discount or other deductions;
 - where applicable, the time or times within which the contract is to be performed;

- where appropriate, provision for the payment of liquidated damages where the contractor fails to complete the contract within the specified timescales and/or be supported by sufficient security for due performance;
- a clause to the following effect:-

The Supplier agrees with the Customer that it shall, and that it shall procure that its Personnel and any other person who performs services for the Supplier in relation to the Contract shall:

- comply with all applicable laws, statutes, regulations and codes relating to bribery and other corruption (“Anti-Corruption Requirements”) including the Bribery Act 2010;
- not take or knowingly permit any action to be taken that would or might cause or lead the Customer to be in violation of any Anti-Corruption Requirements;
- not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage, whether of money or anything of value) the Customer or any of the Customer’s employees, officers, agents, representatives, affiliates or persons acting on the Customer’s behalf; and
- at the Customer’s request and cost, provide the Customer with any reasonable assistance to enable it to perform any activity required by any relevant government or agency for the purpose of complying with Anti-Corruption Requirements.

The Supplier represents and warrants to the Customer that neither it nor any person described in Condition [enter reference] has bribed or attempted to bribe any person in order to obtain and/or retain any business, or advantage in the conduct of business, from the Customer and nor has it bribed or attempted to bribe any person described in Condition [enter reference]

The Supplier agrees that in addition to the Customer’s termination rights set out elsewhere in these Conditions, the Customer may (without prejudice to any other right available to it) immediately terminate the Contract in the event of any breach of this Condition [enter reference] by the Supplier in which case the Supplier shall not be entitled to any compensation or to any further payments or remuneration.

The Customer shall not be required to make any payment to the Supplier that might otherwise be due from the Customer in respect of the Contract if the Supplier has breached this Condition [enter reference].

The Supplier shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any Losses suffered or incurred by the Customer or for which the Customer may become liable arising out of or in connection with any breach of this Condition [enter reference], whether or not the Contract has been terminated

- a clause to the following effect:-

The Contractor shall not (and shall ensure that the Staff and the Contractor’s professional advisers shall not) make any press announcement or publicise the Contract or any part thereof in any way, without prior Approval.

- a requirement for an indemnity for the Police and Crime Commissioner for Derbyshire, or the Chief Constable of Derbyshire against any claim which may be made in respect of personal injury to any person unless due to the negligence of Derbyshire Police and against any claim for damage to property due to negligence of the contractor.
- a requirement for compliance with current legislation relating to health and safety at work;
- a requirement that all contractors carrying out functions of a public nature on behalf of the Police and Crime Commissioner for Derbyshire, or the Chief Constable of Derbyshire will comply and promote all current race and equality legislation when carrying out those functions for the duration of the contract;
- a clause requiring appropriate insurance cover;
- a clause which reflects the Police and Crime Commissioner for Derbyshire, or the Chief Constable of Derbyshire environmental and sustainability policies;
- a clause permitting the use of information for preventing and detecting fraud;
- a clause requiring the contractor to supply sufficient information in a timely manner to enable the Police and Crime Commissioner for Derbyshire, or the Chief Constable of Derbyshire to properly comply with requests for information under the Data Protection Act 2018, Freedom of Information Act 2000 and the Environmental Information Regulations 2004;
- a clause requiring the contractor to keep details of the contractual arrangements confidential and not to disclose the same without the consent of the Police and Crime Commissioner for Derbyshire, or the Chief Constable of Derbyshire a clause requiring contractors to co-operate with enquiries by overview and standards committees, Ombudsmen, the Standards Board for England, the Independent office for Police Conduct , Derbyshire Police's internal and external auditors, Government departments and the European Commission and other legally-empowered persons;
- a clause detailing the liabilities and responsibilities relating to workforce matters where the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply; and
- in the case of the engagement of professional advisers, a requirement that the adviser shall at all times be fully covered by professional indemnity insurance and that, in relation to that contract, he or she shall conform to the requirements of these Standing Orders, Derbyshire Police's financial regulations and any direction from the Commissioner, Chief Constable or duly authorised officer.

5.5.39 Every contract required or intended to be made under seal shall be sealed on behalf of the Police and Crime Commissioner for Derbyshire by the Chief Executive or the Chief Finance Officer and the details recorded in the seal register held by the Chief Finance Officer.

5.5.40 Every contract document shall bear its original date and not that ascribed by automatic updating means.

5.5.41 Every contract shall contain the following provisions relating to the disclosure of and requests for information under the Data Protection Act 2018, Freedom of Information Act 2000 and the Environmental Information Regulations 2004: -

- Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this contract:
- the Police and Crime Commissioner for Derbyshire, or the Chief Constable of Derbyshire shall be entitled to publish and/or release any and all terms or conditions of this contract, the contents of any documentations and/or information relating to the formation of this contract under the provisions of the Environmental Information Regulations 2004, Freedom of Information Act 2000, Data Protection Act 2018, and/or the Local Policing Bodies (Specified Information) Orders 2012 as it sees fit;
 - nothing contained in this contract shall prevent the Police and Crime Commissioner for Derbyshire, or the Chief Constable of Derbyshire from disclosing and/or publishing under the provisions of the Data Protection Act 2018, Freedom of Information Act 2000, Environmental Information Regulations 2004 and/or the Local Policing Bodies (Specified Information) Orders 2012 any term or condition or information contained in or relating to the formation of this contract.
 - The Contractor shall:
 - co-operate with the Police and Crime Commissioner for Derbyshire, or the Chief Constable of Derbyshire and supply to it all necessary information and documentation required in connection with any request received by the Police and Crime Commissioner for Derbyshire, or the Chief Constable of Derbyshire under the Data Protection Act 2018, Freedom of Information Act 2000, Environmental Information Regulations 2004 and/or the Local Policing Bodies (Specified Information) Orders 2012
 - supply all such information and documentation at no cost to Derbyshire Police and within seven days of receipt of any request;
 - The Contractor shall not publish or otherwise disclose any information contained in this contract or in any negotiations leading to it without Derbyshire Police's previous written consent unless the contractor is bound to publish and/or disclose such information under the Data Protection Act 2018, Freedom of Information Act 2000, Environmental Information Regulations 2004 and/or the Local Policing Bodies (Specified Information) Orders 2012 and such information is not exempt from such disclosure and/or publication under the provisions of the Data Protection Act 2018, Freedom of Information Act 2000 and/or Environmental Information Regulations 2004 .

Specifications and standards

5.5.42 All contracts where a specification issued by the British Standards Institution or a European Standard is current at the date of the tender and is relevant shall require as a minimum that services, supplies or works shall be in accordance with that specification.

5.5.43 Specifications shall not refer to supplies of a particular make or source unless:-

- it is justified by the contract - equipment, and;
- the contract requirement cannot otherwise be described precisely and intelligibly, provided references are accompanied by the words 'or equivalent'.

5.5.44 Specifications should wherever possible be output/performance based and not conformance based, i.e. the outcomes or results of the goods/service delivery should be stated and not the means by which they are achieved.

5.5.45 The EU Public Procurement directives must be adhered to in relation to standards specified within contracts with a value which exceed the EU Public Procurement thresholds.

5.5.46 All procurement activity must observe and promote equality at all stages of the procurement process. This includes advertisement, specification, selection of contractors, evaluation of contractors and managing the contract.

Nominated sub-contractors

5.5.47 Where a sub-contractor or supplier is to be nominated to a main contractor, the nomination shall be invited and dealt with in accordance with these Standing Orders as if they were for a contract with the Police and Crime Commissioner for Derbyshire,

5.5.48 The terms of an invitation for nomination in accordance with 5.5.47 shall require an undertaking by the person seeking the nomination that if he is selected he will be willing to enter into a contract with the main contractor on terms which indemnify the main contractor against his/her own obligations under the main contract in relation to the work or goods included in the sub-contract.

Retention of documents

5.5.49 Contract documents including expressions of interest, invitations to tender, tender documents and contracts shall be retained for the following minimum periods, unless the Director of Finance or the Chief Finance Officer determines otherwise: -

- for contracts under hand not less than 6 years from the completion of the services, supply or works;
- for contracts under seal not less than 12 years from the completion of the services, supply or works.

Review of financial limits

5.5.50 The financial limits shall be reviewed by the Chief Finance Officer in consultation with the Director of Finance for approval by the Commissioner annually.

Interpretation

5.5.51 In these Standing Orders the meaning of the following terms is as set out:-

"Contract"	Means a contract for the execution of works or the supply of goods, materials or services.
"Firm"	Includes any company, partnership, co-operative or other business entity or person.
"Public Notice"	Means a notice published on a web portal and, where appropriate, other electronic media , except in the case of contracts requiring to be advertised in the Official Journal (OJEU), in accordance with the Public Contract Regulations 2015.

PROCEDURE FOR SINGLE TENDER OR QUOTATION

1. A Single tender or quotation means the selection of a supplier without competition.
2. A single tender or quotation can make it difficult to demonstrate adherence to the principle of objectivity and can reduce the opportunity for obtaining best value. It should only be used in very exceptional circumstances and shall only be authorised after taking account of the comments provided by the Director of Finance and the Procurement Team.
3. A written record will be maintained of the reasons for approval of a single tender or quotation.
4. In the case of contracts with a value which exceeds the EU threshold, then the EU Public Procurement Directives shall be observed.
5. The Procedure for single tender or quotation must not be adopted merely for the sake of convenience or because a firm has rendered satisfactory service in the past, or on occasion has been the only one to make an offer.
6. The tenderer/firm should not be advised that the Procedure for a single tender or quotation is being followed.
7. The invitation of a single tender/quotation may only be considered when one or more of the following circumstances applies:-
 - a) the items are or relate to proprietary articles or those sold only at fixed prices, or the work to be executed consists of repairs to existing proprietary articles and there is no reasonable satisfactory alternative available from any other source;
 - b) the contract is required so urgently that competition is impracticable, e.g. a genuine unforeseeable operational need arises;
 - c) genuine security considerations make the use of a particular firm essential;
 - d) there is a genuinely justifiable case to use an existing contractor/supplier to maintain continuity of supply or site experience, where a change of contractor/supplier would cause:-
 - i. disproportionate technical difficulties;
 - ii. diseconomies, or;
 - iii. significant disruption to operational requirements.
 - e) there are other reasons why there would be no genuine competition.
8. The Chief Finance Officer or the Chief Executive may approve the procedure for a single quotation, for contracts not exceeding £25,000, in accordance with paragraph 7 above.

9. The Chief Finance Officer or the Chief Executive may approve the procedure for a single tender, for contracts exceeding £25,000, only when the contract is required so urgently that competition is impracticable, e.g. a genuine unforeseeable operational need arises, which must be reported to the Police and Crime Commissioner at the time the approval is given.
10. All other requests to use the procedure for a single tender will be subject to approval of the Commissioner.
11. The award of a contract to a single supplier under an approved framework agreement does not constitute single tender action.

Clause 4.3.3 of these Financial Regulations states that 'official' orders will be raised for all work, goods or services to be supplied to Derbyshire Police, except for purchases that are included on a list of exemptions agreed with the Chief Finance Officer.

Items may be included on the list of exemptions if:

- The amount of usage of the service cannot be predicted for example Telecoms and Utilities
- The time of the requirement cannot be predicted, for example Tyres, Boarding Up, medical and Appropriate Adult services are needed in response to unplanned incidents.
- The requirement is planned but the actual costs are variable or cannot be quantified at the start, for example an agency staff member working variable hours each week, or Postage.

Official orders are:

- Orders generated by the Agresso order system
- Orders generated by the Property defect reporting system
- The contracted supplier on-line order systems utilised by the Ordering or other authorised team.

The following is the list of exemptions:

1. Grant Payments
2. Government departments e.g. other Local Authorities, Police Forces, Home Office and HMRC.
3. Purchases made using Force approved credit, payment and fuel cards.
4. Purchases made using Petty Cash
5. Memberships and subscriptions
6. Medical services – Doctors, Dentists, Vet
7. Legal services
8. Postage and Couriers
9. Rent
10. TV Licences
11. Paypoint service
12. Copyright performance licences

The following exemptions apply **only** when the expenditure is with a Supplier who holds a current Contract for the Supply of Goods and or Services with the PCC or Constabulary. The Procurement team will provide details of contracted suppliers upon request to procurement@derbyshire.pnn.police.uk

1. Telephone charges and mobile devices
2. Utilities, Gas, electricity and water supplies.
3. Insurance premiums
4. Temporary Agency staff
5. MFD (photocopier) rental and usage charges
6. Interpreter / Translation services
7. Cleaning services
8. Private Finance Initiative (PFI) contract payments
9. Waste Disposal including destruction and disposal of drug cultivation equipment
10. Kennelling / Horse transport and stabling
11. Boarding Up Services
12. Media and Communications Services- PCC Better Times Contract

13. Eyesight tests
14. Vehicle Recovery Services
15. Capital works e.g. Construction contracts. Where the payments are managed by an application and certification process.
16. Vehicle Maintenance
17. Vehicle Tyres
18. Laundry Services
19. Grounds Maintenance
20. Financial Vetting Services
21. Off-site Document storage
22. Hotel bookings
23. Appropriate Adult services
24. Estates Professional services (Purchase, Disposal, Income generation, FM advice)