Surrey & Sussex

Sussex Police & Crime Commissioner

Office of the Police and Crime Commissioner for Surrey

CONTRACT STANDING ORDERS

BETWEEN:

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

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

and between

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

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

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DEFINITIONS

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

"Police Force" means the Surrey/Sussex Police Force as appropriate

"PCC" Means the Surrey/Sussex Police and Crime Commissioner

"PCR (2015)" mean The Public Contracts Regulations (2015) or as

subsequently revised and amended.

"Chief Constable" means the Chief Constable of Surrey/Sussex

"CSO" means these Contract Standing Orders

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

"Authorised Officer of Surrey/Sussex Police" means any Surrey/Sussex Head of Department or Business Lead, or rank above occupying a post at the relevant time as listed separately in this document.

"Designated Officer" means a Procurement Officer not associated with the tender

"Current Quotation" means a quotation dated within 90 days (maximum) of the Purchase Order

INTRODUCTION

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

The PCCs are responsible for:

- The finances of the whole Group;
- Receiving all income and funding;
- Making all payments for the Group from the overall Police Fund; and
- Control of all assets, liabilities and reserves.

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

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

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

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

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

CONTRACT STANDING ORDERS

SECTION 1 – SCOPE OF ORDERS

1.1 All expenditure for the supply of goods, works and services to Surrey and / or Sussex Police must comply with Public Contracts Regulations (PCR 2015) & European Procurement Directives where said Regulations and Directives apply, The Processes set out in Section 3 detail how Surrey & Sussex Police shall comply with these Regulations & Directives.

1.2 These Contract Standing Orders should be read in conjunction with prevailing Financial Regulations.

1.3 Any disposal of Police assets or property shall comply with the applicable Process set out in the Financial Regulations.

1.4 The applicable Processes set out in these Orders shall also apply to contractors who are permitted by Surrey and / or Sussex Police to sub-contract competitive bids for the supply of goods, works or services and in-house service providers required by Surrey/Sussex Police to compete with external persons or bodies.

1.5 These Contract Standing Orders should be used in conjunction with any policy, procedures and guidance issued by the Head of the Joint Procurement Service.

SECTION 2 - EXEMPTIONS

2.1 No exemption can be made to undertaking a procurement process where it is a requirement under European or UK legislation.

2.2 PCR (2015) permits certain exclusions (at Sub Section 3) where it is not necessary to adhere with all the requirements of the regulations. Where a contract is to be direct awarded utilising a permitted exclusion under PCR (2015) this must only be with the prior approval of the Joint Procurement Service and approved for award at the appropriate level in accordance with 3.1. Note that the exclusions under PCR (2015) assume that all reasonable endeavours to be able to competitively tender a requirement have been exhausted prior to relying upon an exclusion.

2.3 Subject to 2.1 above, Contract Standing Orders shall not apply where the relevant officer resolves to waive them on such conditions they may specify in the resolution in accordance with the following financial limts:

Head of the Joint Procurement Service up to £50,000
PCC or CC Chief Finance Officer up to £189,330 for Supplies and Service Contracts or £500,000 for Works Contracts.

PCC - up to the relevant threshold specified in The Public Contracts Regulations (2015).

As at 1st January 2018 these limits are:

Supplies and Service Contracts - £189,330
Works Contracts - £4,733,252

2.4 All requests for exemption under 2.3 above shall follow the process set down in Appendix 1 which also contains the detail of the information required in the Waiver document.

SECTION 3 – THE PROCESSES

Process 1 - goods works & services up to £500

Process 2 - goods works & services £500 – £4,999

Process 3 - goods works & services £5,000 - £49,999

The Elected Local Policing Bodies (Specified Information) Order 2012 includes a requirement to publish a copy of each contract and tender with a value in excess of £10,000 and a requirement to publish a list of contracts with a value of £10,000 or less.

Process 4 – goods, works & services £50,000 Upwards

Process 5 – Agency Staff Services

Process 6 - Disposal of assets

Process 7 – Goods & services supplied by Surrey and / or Sussex Police

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

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

3.1 AUTHORITY TO APPROVE AND SIGN TENDERS AND CONTRACTS

3.1.1 Irrespective of value any proposal to create or enter into a contract that is novel, contentious or repercussive is to be agreed with the PCC before embarking on a procurement process.

3.1.2 No Contract may be signed unless approval to award the contract has first been given in writing by an individual at the appropriate level at 3.1.3. Subject to the necessary approval to award being granted, the contract may be signed by any individual with the appropriate authority as detailed at 3.1.4.

3.1.3 The approval to award a contract may be granted as below:

Note - Values refer to the whole contract term

Up to £50,000 by the relevant delegated budget owner

Up to £250,000 by a Senior Procurement Officer (SPO) of the Joint Procurement Service

Up to £500,000 – by the Head of the Joint Procurement Service

Up to £1 million – by the Executive Director of Commercial & Financial Services

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

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

Up to £50,000 by the relevant delegated budget holder

Up to £1 million by a Senior Procurement Officer of the Joint Procurement Service (Note: If the award was approved by an SPO, there must be a segregation of duties and a different SPO or other permitted signatory must sign the agreement)

For any value by the Head of the Joint Procurement Service, the Executive Director of Commercial and Financial Services or the PCC of the relevant Force.

Note: Where Contracts are signed under seal these must be recorded in the Seal Register of the relevant PCC.

3.2 PROCESS 1 (UP TO £500) – *Single Verbal Quotation*

3.2.1 Purchaser to obtain quotation for order (verbal quotation acceptable).

3.2.2 Purchaser to raise an Official Purchase Order.

3.2.3 The use of a Government Procurement Card is the preferred method and the instruction for their use are available on the Force intranet .

3.3 PROCESS 2 (£500 - £4,999) – *Single Written Quotation*

3.3.1 Where there is an existing contract or appropriate framework agreement in place for the supplies, services or works being procured, the Purchaser shall utilise that agreement and may only use another Supplier with the prior approval of the Joint Procurement Service. Where the Purchaser is uncertain whether an existing Contract or Framework is in place they should consult with the Joint Procurement Service.

3.3.2 Where there is no existing contract in place the Purchaser shall obtain a minimum of 1 (one) current written quotation (received by post, fax or email) ***or alternatively*** the price(s) shown in a current supplier's catalogue(s) (online or hard copy) may be used.

3.3.3 Purchaser to raise an Official Purchase Order.

3.4 PROCESS 3 (£5,000 - £49,999) – *Multiple Written Quotations*

3.4.1 Where there is an existing contract or appropriate framework agreement in place for the supplies, services or works being procured, the Purchaser shall utilise that agreement and may only use another Supplier with the prior approval of the Joint Procurement Service. Where the Purchaser is uncertain whether an existing Contract or Framework is in place they should consult with the Joint Procurement Service.

3.4.2 The Purchaser shall obtain a minimum of 3 (three) current written quotations against a common specification (issued in writing).

3.4.3 Provided the Purchaser intends to accept the lowest of the quotations, an Official Purchase Order is raised.

3.4.4 If the Purchaser wishes to accept a quotation other than the lowest quotation or is unable to obtain the minimum number of quotes required, the Purchaser shall provide a written justification to the Head of the Joint Procurement Service or a Senior Procurement Officer and obtain written consent to accept that quotation or (as applicable) the lowest of the quotes obtained. (For single or sole supplier requests a Waiver is to be completed as per Appendix 1).

3.4.5 The Purchaser shall retain the quotations and append these to the purchase order (either electronically or physically as appropriate).

3.4.6 Where expenditure exceeds £25,000 the Purchaser must publish any public notices as required by PCR (2015) (Chapter 8, Clause 113) or as otherwise required by legislation. This includes publishing a Contract Award Notice on the government Contracts Finder website within 30 days of any contract being awarded. Where the Purchaser is unable to publish a notice themselves they must ensure that all information in relation to the contract is shared with the Joint Procurement Service

within 14 days of any contract being awarded.

3.5 PROCESS 4 (£50,000 UPWARDS)

3.5.1 Where any individual requires a procurement to be undertaken over the value of £50,000 they shall complete a Commissioning Form (Annexe 2) and submit to either a Senior Procurement Officer or the Head of Procurement who will then allocate resource to support the procurement and schedule the activity into the departments work plan.

3.5.2 Individuals requesting a procurement activity to be undertaken must submit the Commissioning Form at the earliest opportunity and must not enter into engagement with any suppliers without first having sought guidance from the JPS.

3.5.3 Procurements can take anywhere between a month and 12 months to undertake depending on the route to market and complexity of the requirement. It is therefore imperative that at the earliest stages of planning the Commissioning Form is submitted, so that resource and a timeslot can be reserved. Failure to submit a Commissioning Form promptly will likely result in delays. Whilst procurement activity is prioritised when allocating resource and timeslots, failure to plan or communicate the need for a procurement is not considered urgent and those requirements that are already planned in shall take priority.

3.5.4 The Joint Procurement Service shall be responsible for assessing the most appropriate options for taking the procurement to the market. The route to market must then be approved by a Senior Procurement Officer or the Head of Procurement prior to the commencement of the procurement.

3.5.5 The Joint Procurement Service shall, where so required, publish a public opportunity notice:-

(a) via the Joint Surrey and Sussex Police electronic Procurement Portal,
(b) in the Official Journal of the European Union (OJEU) in cases valued over the EU Threshold or
(c) Contracts finder

3.5.6 The requirement to publish a public opportunity notice shall not apply where the procurement is either;

(a) conducted under a Framework Agreement; or
(b) for Works tenders under the OJEU value threshold.

3.5.7 Where proportionate and in adherence with PCR (2015) suppliers partaking in a procurement may be subject to financial and capability checks, if appropriate, before a decision of an award is completed.

3.5.8 Any procurement activity with suppliers shall be completed electronically via the Surrey and Sussex Police tendering portal, except where a procurement is undertaken under a framework that provides for its own portal / process for engaging and / or selecting suppliers.

3.5.9 Where suppliers are required to submit tenders these shall be kept secure electronically and unopened until the time and date specified for their opening.

3.5.10 No tender received after the time and date specified shall be considered.

3.5.11 All tenders received by the time and date specified shall be opened by a Designated Officer from the Procurement team, who is not the main procurement lead for the tender.

3.5.12 Criteria for the award of contracts shall be disclosed within the invitation to tender and these criteria shall be strictly observed by Officers designated to evaluate the tender(s). These criteria cannot be varied after tenders have been received.

3.6 PROCESS 5 - AGENCY STAFF SERVICES

3.6.1 When procuring agency staff, where the force has a framework for the provision of agency staff this must be used in the first instance. Where it is not possible for the contracted supplier to fulfil the requirement, the selection and appointment of any other agency staff supplier must follow the requisite process as set out in these Contract Standing Orders subject to the estimated expenditure.

3.7 PROCESS 6 - DISPOSAL OF ASSETS

3.7.1 For the disposal of assets refer to the Financial Regulations.

3.8 PROCESS 7 - CONTRACTS FOR THE SUPPLY OF GOODS AND SERVICES BY SURREY AND / OR SUSSEX POLICE

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

Refer to Financial Regulations for the approval limits applicable to enter into an Agreement to supply goods or services

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

3.9 PROCESS 8 – GRANT PAYMENTS

3.9.1 On occasions there may be a requirement to make a grant payment to a Third Sector Organisation (TSO). In this instance, and if the Budget Holder is content that the requirement meets the ability to intervene (see National Audit Office (NAO) guidance; https://www.nao.org.uk/successful-commissioning/assessing-needs/clarify-your-ability-to-intervene/) then any grant payments must follow the process and principles set out in the NAO Successful Commissioning Toolkit.

3.9.2 It is the responsibility of the Budget Holder to engage with the Finance Department on any financial matters in relation to the grant payment, including whether the funds they propose to use for the grant are suitable for use as a grant.

3.9.3 The approval to award and sign grants are at the same levels as detailed in 3.1.

3.9.4 The Budget Holder is accountable for ensuring that the proposed Contract is fit for purpose and does not expose the forces to any unduly adverse terms.

SECTION 4 – FRAMEWORK AGREEMENTS / CALL OFF CONTRACTS

Note – A Framework Agreement or a Call Off Contract is where the supplier's offer to supply the goods, works or services is held open for a guaranteed period of time, ready for acceptance by the Purchaser for what could be a single contract or a series of mini-contracts, each 'calling off' under the terms and conditions established.

4.1 Where a Framework Agreement has been established by Surrey and / or Sussex Police, this must be used regardless of the value of the individual order being placed.

4.2 Any Framework Agreement awarded must be established using the applicable Process as set out in Section 3.

4.3 Multi-supplier Framework Agreements may be used with the prior agreement of the Head of the Joint Procurement Service. Such Agreements shall require a mini-competition to be conducted with all capable suppliers before the placement of any orders made under it, except where the Framework allows for a direct award.

4.4 Where a Framework Agreement has been established by another body and is available for use by Surrey and / or Sussex Police, the Purchaser may use such Framework Agreement, subject to obtaining prior written agreement from the Head of the Joint Procurement Service.

4.5 Each Framework Agreement used by Surrey and / or Sussex Police shall be reviewed by the Head of the Joint Procurement Service at intervals of not more than 4 years and, where appropriate, each shall be re-tendered using the applicable process.

4.6 Before using a Framework awarded by another body the Purchaser will ensure that Surrey and / or Sussex Police are able to access the Agreement and that they understand the instructions for appropriately using the Agreement.

4.7 Where a mini-competition is required, the competition process will be processed through the electronic tender portal to all suppliers on the Framework.

SECTION 5 – STRATEGIC CONTRACTS AND AGREEMENTS OF A COMPLEX OR UNUSUAL NATURE

5.1 No Contract, Agreement or Process shall be undertaken by any Officer without the prior notification to the PCC where such Contract or Agreement is of strategic importance, unusual or complex nature.

5.2 In all such Contracts or Agreements, Officers are required to seek to minimise any risk to or liability of Surrey and / or Sussex Police to a proportionate level. Where there is likely to be any significant risk or liability assumed by Surrey and / or Sussex Police no Agreement or Contract shall be entered into without the prior agreement of the relevant Chief Executive of the PCC, taking advice from Insurance and Risk Management.

SECTION 6 – TRANSPARENCY & COMMISSIONING PROCUREMENT ACTIVITY

6.1 The Joint Procurement Service shall, on a monthly basis, publish on the force intranet and circulate at appropriate Board Meetings a summary of:

- Contract Awards made by the Joint Procurement Service over the past month;
- Contracts that have expired over the past month;
- Current procurement activity;
- Planned procurement activity over the coming 12 months;
- Breaches of Contract Standing Orders identified over the past month;
- Any waivers to Contract Standing Orders made over the past month;

6.2 Where a Budget Holder identifies a need to undertake a procurement that is not already within the plan referenced at 6.1 they must, at the earliest opportunity, advise the Joint Procurement Service of this need for the procurement activity to be planned into the programme of work.

6.3 No procurement activity shall commence until the Budget Holder has confirmed the availability of a budget for the supplies, services or works to be procured and supplied a document setting out the requirements for the procurement.

6.4 Where a PCC, Chief Officer or Budget Holder have any concerns or questions in relation to any expiring contracts, current or planned procurement activity these should be directed to the Joint Procurement Service at the earliest opportunity for response or intervention in the procurement as appropriate.

6.5 Where un-planned procurements are brought to the Joint Procurement Service with insufficient time to be factored into the Joint Procurement Service work plan and if there is insufficient capacity within the Procurement Team to undertake the work, the Joint Procurement Service shall endeavor to commission external resources to undertake the procurement. Where required, the Budget Holder shall be charged for all the costs arising from the use of the external resource.

6.6 Under no circumstances shall any Budget Holder or member of staff seek to commission any external person, agency or company to undertake a procurement on behalf of the forces without the prior approval of the Head of Procurement.

SECTION 7 – CONTRACT MANAGEMENT

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

(a) monitoring performance of the Contractor against the Contract;

(b) monitoring the continuing level of operational and financial risk (including risk of fraud) to which Surrey and / or Sussex Police are exposed;

(c) facilitating the resolution of issues between the Contractor and key Surrey and / or Sussex Police user(s);

(d) ensuring the prompt settlement of invoices correctly and properly submitted by the Contractor in accordance with the Contract;

(e) recommending to the Joint Procurement Service, in a timely manner, whether extension options within contracts should be exercised. (Note, that all extensions must go via the Joint Procurement Service for approval by the Head of Procurement prior to any communications with the contractor).

(f) Ensuring approval and authorisation of Change Control Notice (CCN) or variations are in line with relevant budgetary approvals, these Contract Standing Orders and PCR (2015).

(g) Contract variations that increase the cost of the Contract must be approved in line with Contract Approvals (as detailed at 3.1), always based upon the aggregated cost of all variations under the Contract and not just the most recent one.

(h) In no instances shall a total Contract value be increased by more than 10% of its original value at the point of award without the prior consent of either a Senior Procurement Officer or the Head of the Joint Procurement Service.

(i) Ensuring that any rebates due under the contract are obtained.

(j) Ensuring that where retention payments are used in a contract that all conditions required under the contract are met prior to releasing any such payment.

7.2 The Procurement Team will provide contract management support as defined below for contracts that have a value in excess of £50,000.

(a) Supporting implementation of service improvement plans where there is failing performance.

(b) For identified high value or high risk contracts, attendance at meetings where structured reviews are required to enable further value to be extracted.

(c) Managing contract variations, extensions, novations and any other amendments to the legal position of the contract.

7.3 The Joint Procurement Service must be made aware of any dispute arising under a Contract, who will then assist with any resolution and or co-ordination with Legal, Insurance or other departments as appropriate.

SECTION 8 – CALCULATING CONTRACT VALUE

8.1 Where like goods, services or works are required, the Contract value used for calculating the relevant threshold shall be calculated by aggregating the estimated total annual value of the like goods services works and multiplying this by the number of years that the proposed Contract is to run for both Forces.

8.2 Where the Contract does not specify the length of the period it is to run, then four years shall be taken as the multiplier.

8.3 In no case shall an Officer divide a Contract into a number of constituent parts in order to avoid compliance with the processes set out in these Contract Standing Orders.

8.4 When considering which process to follow, the aggregated cost across both Surrey & Sussex Police shall be used to inform the decision. Where a process is also run on behalf of other participants, their expenditure shall also be considered when selecting the appropriate process.

8.5 When considering the approval of a Contract, this will be governed by the value of each Contract awarded under a process (whether the split is by Contracting Authority, Supplier or both).

SECTION 9 – DECLARATION OF AN INTEREST IN A CONTRACT OR AN AGREEMENT, RECEIPT OF GIFTS BENEFITS AND/OR MONEY

Note: It is an offence under the Local Government Act 1972 for any Officer to be paid or to accept any fee or reward whatsoever other than his/her proper remuneration. It is also a requirement under that Act to declare in writing any pecuniary interest (direct or indirect) that an Officer has or becomes aware of in respect of a Contract placed by his/her Authority.

The following Contract Standing Order is in addition to those statutory obligations.

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

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

SECTION 10 – CONTRACT REGISTER

10.1 The Head of the Joint Procurement Service shall maintain a Register of all such Contracts awarded following Process 4 and 5 (and those under process 3 that have been communicated to the JPS), specifying the name of the Contractor, the goods works services to be supplied, the length of the Contract, its expiry date, value and named contract manager.

10.2 Copies of the Register maintained under 10.1 above shall be made available online and the link to this published on the websites of both Forces and the Police and Crime Commissioners for Surrey and Sussex.

10.3 Heads of Division and Departments are required to advise the Joint Procurement Services of all contracts they enter into with a value between £5,000 and £50,000 no later than 30 days following the award of the Contract. Details of these contracts shall then be made available via the websites of both Forces and the Police and Crime Commissioners for Surrey and Sussex when advised.

10.4 Contract renewals should be identified through the register and used to establish the ongoing procurement work plan.

10.5 Supporting information including the signed contract, schedules, variations or any other must be uploaded on to the Contract Register for all contracts held.

10.6 Where a copy of a contract is requested under transparency obligations, it will be obtained from the contract Register with any confidential/sensitive information being redacted before publication.

SECTION 11 – BREACH OF CONTRACT STANDING ORDERS

11.1 Failure to comply in anyway with these Contract Standing Orders will be considered a breach and may result in the application of the relevant Forces or PCC's disciplinary procedures.

11.2 Any identified breach of these Contract Standing Orders must, in the first instance, be reported in writing to the Head of the Joint Procurement Service.

11.3 All breaches shall be recorded and published for review at appropriate Board Meetings.

11.4 Budget Holders are accountable and responsible for the actions of their staff and / or any individual that they have instructed to undertake any activity that results in a breach.

11.5 Chief Officers shall review the breaches reported and in consultation with the Head of Department or Business Lead take the appropriate form of action.

11.6 Contracts will be subject to routine audit to review compliance with these Standing Orders.

APPENDIX A THE POLICY AND PROCESS THAT SHOULD BE FOLLOWED WHEN SEEKING A WAIVER TO CONTRACT STANDING ORDERS

Waivers of Contract Standing Orders

WAIVERS ARE ONLY TO BE USED IN EXCEPTIONAL CIRCUMSTANCES

Waivers cannot be used to avoid the complying with requirements in EU Legislation/ PCR (Public Contracts Regulations 2015) to tender for goods and services above the relevant thresholds.

Urgent Waiver

Consideration may be given to an urgent waiver of Contract Standing Orders as a result of an emergency involving immediate risk to persons, property or serious disruption to services. An urgent waiver is not acceptable in situations where it may have been reasonable to have foreseen the requirement.

If a request for an Urgent Waiver to Contract Standing Orders is sought then the following process should be followed:

1. The Waiver Proforma (Annexe 1) should be completed and submitted in the first instance to the Head of the Joint Procurement Service for review and endorsement.

2. The Head of the Joint Procurement Service will consider and approve waivers under £50,000 and make a recommendation to the Executive Director of Commercial and Financial Services for approval for waivers over £50,000.

3. Where the contract value is over £50,000 and the case to waiver is supported by the Head of the Joint Procurement Services, the Executive Director of Commercial and Financial Services will consider and agree waivers under £500,000 and recommend to the PCC or his/her nominated deputy for approval waivers over £500,000.

4. All contract waivers over £5,000 will be reported as detailed in Section 6.

5. All waivers are required to be reported to the Audit Committees post event in regular and timely manner.

Standard Waiver

If a Waiver of Contract Standing Orders is sought for reasons other than urgency or where permitted exlusions under PCR do not apply then the following process should be followed:

1. The Waiver Proforma (Annexe 1) should be completed and submitted in the first instance to the Head of the Joint Procurement Services for review and endorsement. The explanation for the waiver should include the following information:

    (a) The department / division seeking the waiver.
    (b) Details of the proposed Contract.
    (c) Details of the proposed Contractor.

(d) The total value of the proposed Contract.
(e) A detailed explanation of why an exception is being sought, including the basis and evidence of the case to waiver and an assessment of the consequences if the correct tender procedure were followed; the level of detail required is proportionate to the spend and risk.

2. The Head of the Joint Procurement Services will consider and approve waivers under £50,000 and make a recommendation to the Executive Director of Commercial and Financial Services for approval for waivers over £50,000.

Where the contract value is over £50,000 and the case to waiver is supported by the Head of the Joint Procurement Services the relevant CC CFO will consider and agree waivers up to the values detailed in 2.3 and recommend to the PCC or his/her nominated deputy for approval waivers over those values.

3. All contract waivers over £5,000 will be reported as detailed in Section 6.

4. All waivers are required to be reported to the relevant Joint Audit Committee post event in a regular and timely manner.