

NORFOLK POLICE AUTHORITY – CONTRACT STANDING ORDERS

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1. INTRODUCTION

1.1 CODE OF PRACTICE ON FINANCIAL MANAGEMENT UNDER THE POLICE ACT

- 1.1.1 The Police Authority has direct responsibility for contracts.
- 1.1.2 Provided that the Authority, advised by the Treasurer and Clerk, can be satisfied that its legal responsibilities can be fulfilled, and is confident in the Chief Officer's ability to take on the financial responsibilities involved, responsibility for the daily administration of contracts should be delegated to the Chief Officer.
- 1.1.3 The Standing Orders relating to contracts should cover procedures for tenders and contracts.
- 1.1.4 The Police Authority should set a contract value above which competitive tendering should normally take place. In making this decision, the Police Authority should take note of statutory requirements.
- 1.1.5 The Police Authority should also ensure, through the standing orders and financial regulations, that any contract not awarded to the lowest bidder is approved by it or reported to it.
- 1.1.6 Provided that arrangements within the Force satisfy the police authority, the chief officer and the chief officer's staff should manage the tendering and contracting process, except where the police authority has decided that it must be advised of particular contracts in advance of agreement because of their size or sensitivity. The management of this process should be conducted in accordance with the standing orders relating to contracts as approved by the Police Authority. The clerk should ensure propriety, eg in the opening and acceptance of tenders.
- 1.1.7 The Police Authority should be the contracting party for the purposes of agreeing contracts for the provision of goods and services to the Force.
- 1.1.8 The Authority may require a chief officer to identify from within the Force a "project manager" for the procurement of a service and to ensure that the manager has available, from within the force or otherwise, appropriate professional expertise to support the specification and tendering process.
- 1.1.9 The "project manager" of the Force may authorise other officers of the force to enter into contracts on behalf of the authority acting in accordance with the Authority's standing orders relating to contracts.
- 1.1.10 The Police Authority should ensure through its standing orders relating to contracts that those individuals, within the force, with responsibility for agreeing contracts comply with all relevant legislation including EC Directives.

1.2 INTERPRETATION

- 1.2.1 In these Standing Orders the words and phrases listed below shall be interpreted as stated, unless the context requires otherwise.
- 1.2.2 NPA means Norfolk Police Authority, or appropriate committees thereof.
- 1.2.3 Chief Constable means the Chief Constable of Norfolk Constabulary, or the Assistant Chief Officer (Resources) of Norfolk Constabulary acting on the Chief Constable's behalf.

- 1.2.4 Clerk means the Clerk of Norfolk Police Authority.
- 1.2.5 Treasurer means the Treasurer of Norfolk Police Authority.
- 1.2.6 Procurement Manager means the Procurement Manager of Norfolk Constabulary.
- 1.2.7 NPA/NC means Norfolk Police Authority and Norfolk Constabulary.
- 1.2.8 RBO means Responsible Budget Officers of Norfolk Constabulary designated by the Chief Constable, or staff authorised to act on their behalf.
- 1.2.9 "Estimated Value" means the value of the contract estimated under these Standing Orders.
- 1.2.10 "Person" includes a partnership, body corporate or unincorporated association.
- 1.2.11 "Officers" includes both police officers and support staff employees.
- 1.2.12 Words imparting the masculine gender shall be interpreted as including also the feminine gender.
- 1.2.13 The Norfolk Police Authority shall be the contracting party for the purposes of agreeing all contracts.
- 1.2.14 Any transactions which do not comply with these Contract Standing Orders must be the subject of prior approval from the Police Authority, or approved by the Chief Constable and Clerk and Treasurer and subsequently reported for endorsement to the Police Authority

1.3 GENERAL

- 1.3.1 When entering into contracts the Chief Constable, Clerk and the Treasurer must be satisfied that the service bought takes into account any statutory requirements and European Community Procurement Directives, and represents efficient and effective use of resources. The Chief Constable should have or secure the necessary expertise to set up suitable contractual arrangements.
- 1.3.2 If the contractor fails to perform to the contract (eg, quality etc), submits a claim for compensation or gets into financial difficulties (eg, bankruptcy), then the RBO should promptly contact the Assistant Chief Officer (Resources) to ensure that only the correct payments are made and that any remedial action considered necessary is undertaken.
- 1.3.3 The person responsible for awarding a contract must satisfy himself that the successful tenderer has the technical, professional and financial capacity to fully undertake the contract and should liaise with the Procurement Manager at appropriate times.

2. APPLICATION AND EXCEPTIONS - GENERAL

2.1 APPLICATION

2.1.1 Every contract made by Norfolk Constabulary relating to the execution of works, goods or services shall comply with these regulations unless exceptions are authorised by the Chief Constable. They are to be applied in conjunction with the Code of Tendering Practice and Contract Awards Principles outlined within Norfolk Constabulary's 'Procurement Manual and Associated Guidelines'.

2.1.2 Consultants

The engagement of consultants and other professional advisers must be in accordance with these Contract Standing Orders unless there are practical reasons for any exceptions to be made. In this event, RBOs must consult the Procurement Manager or ACO(R) for approval of any exceptions. Any exceptions may not override the core principles of these Contract Standing Orders. The RBO must ensure so far as possible that no conflict of interests exists for any chosen consultant etc, either as between the Police Authority and other clients or as between different pieces of work by that consultancy etc for the Police Authority.

2.1.3 Framework Arrangements.

A Framework Arrangement is where tenderers submit prices annually (or periodically), and the client procures the goods or the services or the works from the successful tenderer(s) in unpredicted quantities at various times during the year or other period. These Contract Standing Orders apply to Framework Arrangements so far as is practicable and the Chief Constable must organise Framework Arrangements accordingly to reflect Best Value.

2.1.4 These Contract Standing Orders also apply:

2.1.4.2.1 to contractors letting contracts on behalf of the Police Authority except where previously agreed.

2.1.4.2.2 when acting on behalf of or in partnership with other authorities or private sector partners except where previously agreed.

2.1.4.2.3 exceptions must be logged with and recorded by the Procurement Manager.

2.2 EXCEPTIONS

2.2.1 Exceptions include contracts:

2.2.1.1 for the acquisition or disposal of any interest in land.

2.2.1.2 for the lending or borrowing of money.

2.2.1.3 for the employment of an individual employee.

2.2.1.4 for goods or materials to be purchased at an auction or any other consortium or association of which the Police Authority is a member.

- 2.2.1.5 where compliance with Contract Standing Orders would have security implications, when the RBO should consult the Procurement Manager. The Procurement Manager must log and record any agreed security implications
- 2.2.2 Other exceptions to these Contract Standing Orders may only be made within the relevant law and by the Police Authority as follows:
 - 2.2.2.1 by the Police Authority by a direction given generally or in relation to contracts of a specified class.
 - 2.2.2.2 by the Police Authority in relation to a specific contract, either in an emergency or for other special reasons.
 - 2.2.2.3 by virtue of Government directions or other official provisions, provided that it is economically in the best interests of the Police Authority.
- 2.2.3 Where for any other sound business reason it is not possible to follow Contract Standing Orders then the Chief Constable shall recommend, and the Clerk may approve any exception in advance or, if impractical, as soon as possible, and shall report any such variations to the Police Authority at its next convenient meeting, specifying the emergency or other special reason justifying it. Any contract not awarded to the lowest bidder must be reported to the Police Authority.
- 2.2.4 These Contract Standing Orders do not apply to internal Police Authority business where one part of the Police Authority's staff provides a service to another. These should be covered where appropriate by Service Level Agreements.

3. LIMITED EXCEPTIONS FOR PROPRIETARY ARTICLES, URGENT CONTRACTS ETC

- 3.1 EC Directives, Acts of Parliament (eg, requiring Compulsory Competitive Tendering) and UK Regulations will prevail over some of these Standing Orders, but otherwise these Standing Orders do not require tendering:
 - 3.1.1 For goods or materials which are available only as proprietary or patented articles from one contractor or supplier and for which no reasonably satisfactory alternative is available in the European Community.
 - 3.1.2 For works of art, museum specimens or historical documents.
 - 3.1.3 For the execution of work or for the supply of services or goods or materials certified by the Chief Constable and Clerk and Treasurer as being required so urgently as to preclude the invitation of quotations or tenders. (Where the contract exceeds £100k in estimated value, such certificate is to be retained on the appropriate file; such action is to be promptly reported to the Assistant Chief Officer (Resources) through the Procurement Manager).
 - 3.1.4 For repairs to, or the supply of parts of existing proprietary or patented articles, including machinery or plant.
 - 3.1.5 For something which the Chief Constable and Clerk and Treasurer agree that it is not reasonably practicable in the Police Authority's interest to do so, subject to a report to the next meeting of the Police Authority. Where the contract exceeds £100k, action is to be promptly reported to the Assistant Chief Officer (Resources) through the Procurement Manager.

- 3.1.6 If the work to be executed or the goods/services to be supplied constitute an extension of an existing contract (but remain below £30k), such an extension is to be reported to the Assistant Chief Officer (Resources) through the Procurement Manager.
- 3.1.7 If the goods or services to be purchased or obtained are available only from a limited number of contractors, but in such a case, a reasonable number of those contractors shall be invited to submit quotations/tenders.
- 3.2 Details of all actions taken by and decisions made by the Assistant Chief Officer (Resources) shall be maintained by the Procurement Manager in such a form as to be readily available for inspection by the Chief Constable.

4. PRE-ESTIMATES

- 4.1 Before any procurement is undertaken the appropriate RBO shall estimate the value of the contract and that estimate shall be recorded by the department concerned and forwarded to the Procurement Manager for inclusion in the Contracts Register.
- 4.2 In the case of contracts for the hire of goods, the estimated value for the purposes of these Standing Orders shall be the estimated monthly hire cost multiplied by 48. (This includes leases).
- 4.3 For every supply of goods or services not in 4.2, the estimated value for the purposes of these Contract Standing Orders shall be the total estimated value of the goods or services to be supplied over the period covered by the contract. Orders for annual contracts should be contained within the budget for each financial year.
- 4.4 The sub-division of contracts **is not permissible**. Where evidence that contracts delivering the same or associated articles have been sub-divided in order to avoid thresholds, punitive damages could be awarded against the Norfolk Police Authority and the contracts made void.

5. DECIDING THE EVALUATION CRITERIA

- 5.1 Before any tender is sought, the RBO or his nominee or Project Manager shall consult the Procurement Manager in order to decide and record the evaluation criterion to be used when the tenders are received.
- 5.2 The evaluation criterion must be either:
- 5.2.1 The lowest price (where the Police Authority is to pay the supplier), or
- 5.2.2 The highest price (where the supplier is to pay the Police Authority), or
- 5.2.3 The most economically advantageous tender.
- 5.3 If the chosen evaluation is defined as the “most economically advantageous”, the RBO will then decide and record the criteria (in descending order of significance) upon which the tenders will be evaluated and will notify the Assistant Chief Officer (Resources) through the Procurement Manager for approval. The list will accord with the appropriate list prescribed under EC Public Procurement Directives.

5.4 The Procurement Manager shall notify all those invited to tender which evaluation criterion is being used in the case of the contract in question.

5.5 The Procurement Manager shall arrange for a report to be made to the Police Authority of any contract not awarded to the lowest bidder.

6. **OBTAINING QUOTATIONS – PROCUREMENT BELOW £30K**

6.1 **Below £2k.**

Where the estimated cost is below £2k, one quotation should be obtained, either in writing or orally.

6.2 Where the estimated cost is for regular purchases of goods and materials/services, the latest price lists from suppliers etc would suffice.

6.3 **£2k - £10k.**

Where the estimated cost is between £2k - £10k, three quotations should be obtained (where available) either orally or in writing.

6.4 **£10k - £30k.**

Where the estimated cost is between £10k - £30k, five quotations, (where available) in line with best practice should be obtained in writing.

6.5 Quotation schedules should be maintained as evidence that value for money has been achieved. These must contain a formal record of oral and written offers made and the identity of the persons who provided the quotations.

6.6 **Between £2k - £30k**

The RBO is authorised to approve the most economically advantageous offer provided that where the quotation accepted is not the lowest, the circumstances shall be recorded on file.

6.7 All orders for goods or provision of services should be made on a signed official order form.

6.8 Prior to an official order being placed, the authorised officer shall ensure that appropriate budgetary provision is available and that all necessary authorisations have been obtained.

6.9 **Exceptions (ICT Products/Services).**

Formal quotations/tenders need not be sought when requirements can be met via GCAT and SCAT Framework arrangements. However, this should not exclude the potential of improving prices either by additional competitive enquiry between GCAT/SCAT suppliers or via open tendering. In all cases, Responsible Budget Officers must be confident that Best Value has been obtained.

7. TENDER PROCESS AND PROCEDURES (ALL PROCUREMENT OVER £30K)

7.1 OBTAINING TENDERS

7.1.1 All procurement for works, goods and services where the estimated value is over £30k are subject to the Police Authority's tender procedure and the tender process will be undertaken by the Central Procurement Unit. The Central Procurement Unit will maintain Norfolk Constabulary's Contracts Register.

7.1.2 The EC Procurement Directives thresholds affect the procurement of works, supplies and services where the estimated value of the procurement exceed the following values:

Works:	£3,861,932
Supplies & Services:	£154,447

(The threshold values will be amended annually).

7.2 TENDER VALUES

7.2.1 Over £30k and below £100k

Where the estimated value is over £30k and below £100k, the Central Procurement Unit will invite not less than three written tenders from Norfolk Constabulary's Approved Vendor Database, or if this is impractical, open tendering.

7.2.2 Over £100k and below £154K (EU Threshold)

Where the estimated value is over £100k and below £154k, the Central Procurement Unit will invite not less than five written tenders using suppliers from Norfolk Constabulary's Approved Vendor Database or if this impractical, open tendering.

7.2.3 Over £154k (EU Threshold)

Where the estimated value exceeds £154k, the Central Procurement Unit will comply with all the relevant EC Procurement Legislation and consequent UK Regulations and also place a notice in at least one appropriate trade or professional journal. The choice of procedure to be adopted, ie open, restricted or negotiated will be determined by the relevant Procurement Group. The decision will be based on which procedure will yield best value to the Constabulary.

7.3 Capital Tender Threshold

The Central Procurement Unit will handle the tender threshold for capital expenditure where tender values exceed £30k. Details of such tenders should be forwarded for the attention of the Procurement Manager.

Note: Definition of Capital Expenditure:

"The investment in physical assets which continue to be of value at least a year after their acquisition".

Examples of Capital expenditure include:

- Purchase of land.
- New buildings.
- Major adaptations and alterations.
- Vehicles.
- Equipment items costing more than £20k.
- Furniture and equipment in new buildings (included as part of the Capital Programme)
- Major communications and computing equipment

7.4 TENDERING PROCEDURES

7.4.1 Open Tendering

Where tenders are to be let on the basis of open tendering, the Central Procurement Unit shall, at least 10 days before the last date for the receipt of tenders, give public notice via local newspapers of Norfolk Constabulary's tender requirements.

7.4.2 If the estimated contract value exceeds the European Directives threshold level, notice shall be published as 7.2.3 above plus in at least one appropriate trade/professional journal.

7.4.3 Select List

In general, most tender lists will be formed from Norfolk Constabulary's Approved Vendor Database for all works, goods and services requirements. Where tenders are invited for contracts above £100k, prior approval of the select list must be obtained from the Clerk.

7.4.4 Restricted and Negotiated Tendering

For tenders called under the European Procurement Directives, the use of either the Restricted or Negotiated procedures are available. The Procurement Manager will determine which procedure will be used based on the potential market availability and best value attainment.

7.4.5 In the case of contracts exceeding £100k, a detailed report shall be submitted by the Procurement Manager to the Police Authority outlining details of contracts awarded and including the names of all interested companies.

7.4.6 The Central Procurement Unit will supply detailed annual statistics on all contracts placed under the EU Directives to HM Treasury.

8. APPROVED SUPPLIERS: SELECT LISTS/STANDING LISTS AND NOMINATED SUB CONTRACTORS

8.1 SELECT LIST/STANDING LIST

8.1.1 Only suppliers that have been appraised and approved will be listed on the Constabulary's Vendor Database and be invited to tender.

8.1.2 The appraisal, approval and maintenance of the database will be undertaken by the Central Procurement Unit in line with best practice, indicated in the Constabulary's 'Procurement Manual and Associated Guidelines, Section H'.

- 8.1.3 The number of tenders to be invited will be determined by the appropriate Procurement Group responsible for managing the procurement process:
- 8.1.4 The lists shall:
- 8.1.4.1. be compiled and maintained by the Central Procurement Unit
 - 8.1.4.2 contain the names of all vendors who are approved by Norfolk Constabulary.
 - 8.1.4.3 indicate the categories of the contract and the values or amounts in respect of those categories for which those vendors are approved, where the estimated value of the contract is likely to exceed £100k.
- 8.1.5 At least four weeks notice before a list is first compiled, a tender enquiry notice inviting applications for inclusion in it shall be published:
- 8.1.5.1 in at least one local newspaper; and/or
 - 8.1.5.2 in at least one appropriate trade or professional journal.
- 8.1.6 The Procurement Manager shall arrange for a detailed list to be regularly submitted to the Police Authority, and not exceeding 3-yearly, with particulars showing those invited to tender, those responding and those successful.

8.2 OPEN TENDERING

- 8.2.1 Vendor qualification criteria will be specified within the call for competition.
- 8.2.2 Where a sub-contractor or supplier is to be nominated to a main contractor, the following provisions shall have effect:
- 8.2.2.1 where the estimated amount of the sub-contract or estimated value of the goods to be supplied by the nominated sub-contractor/supplier does not exceed £30k, then unless the RBO is of the opinion in respect of any particular nomination that it is not reasonably practicable to obtain quotation, quotations should be invited.
 - 8.2.2.2 where the estimated amount of the sub-contract or estimated value of the goods to be supplied by the nominated supplier exceeds £30k, then unless the RBO or the Procurement Manager is of the opinion in respect of any particular nomination that it is not reasonably practicable to obtain competitive tenders, tenders should be invited.
 - 8.2.2.3 terms of the invitation under paragraph 8.2.2.1 or 8.2.2.2 above shall require an undertaking by the person submitting the quotation or tender 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 own obligations under the main contract in relation to the work or goods included in the sub-contract.
 - 8.2.2.4 the RBO or the Procurement Manager shall nominate to the main contractor the person whose quotation or tender is, in his opinion, the most satisfactory one – provided that where the tender of the person to be nominated is other than the lowest received, the Procurement Manager shall arrange for the circumstances to be reported to the Police Authority.

9. CONTRACTS WITH AN ESTIMATED VALUE EXCEEDING THE RELEVANT EC DIRECTIVE THRESHOLD

9.1 For contracts with an estimated value above the relevant EC threshold, the Central Procurement Unit will comply with all of the procedures set out in the relevant EC Directives and consequent UK Regulations including:

9.1.1 Inserting at each stage the requisite Notices in the Official Journal of the European Communities.

9.1.2 Applying all relevant time limits correctly.

9.1.3 Issuing the correct number of Invitations To Tender.

9.1.4 Not rejecting abnormally low prices without first giving the Tenderer(s) the opportunity to explain their Tender(s).

9.1.5 Complying with technical EC requirements.

10. INVITATIONS TO TENDER

10.1 Every Invitation To Tender shall specify the latest day, hour and the place appointed for the receipt of tenders.

10.2 Persons to whom tender documents are sent shall be asked to acknowledge receipt.

11. VALIDITY OF TENDERS

11.1 A tender shall not be valid unless it has been delivered to the place appointed by the Central Procurement Unit no later than the appointed day and hour in a plain sealed envelope, parcel or packaging bearing the word "Tender", followed by the subject to which it relates and shall not be valid if the envelope, parcel or packaging bears any name or mark indicating the sender (regardless of the identity of the person causing the name or mark in question to be visible). (Note that this applies to couriers delivering on behalf of tenderers).

11.2 An invalid tender shall not be accepted.

12. RECEIPT OF TENDERS (CONTRACTS ABOVE £30K)

12.1 On receipt, envelopes containing tenders shall be date and time stamped by the Central Procurement Unit and then remain in their custody until opened.

13. OPENING OF TENDERS

13.1 Tenders shall be opened in the presence of not less than two officers of the Constabulary who shall both initial each tender as appropriate.

13.2 Particulars of all tenders opened shall be entered upon the tender schedule which shall be signed by the officers present at the opening.

13.3 All tenders received including any invalid tenders opened or unopened shall be retained with their envelopes by the Central Procurement Unit for the periods indicated in the Constabulary's Financial Instructions.

14. ERRORS OR DISCREPANCIES IN TENDERS

14.1 Where examination of tenders reveals errors or discrepancies which would affect the tender figures in an otherwise successful tender, the tenderer is to be given details of such errors and discrepancies and afforded an opportunity of confirming or withdrawing his offer.

14.2 Where the tender is for measured work calculated on Bills of Quantity with rates and the arithmetical calculations are erroneous, the tenderer may confirm either the rate (or rates) or the total for that particular item, whichever is the most advantageous to the Police Authority, or the tenderer may withdraw his offer.

14.3 If the tenderer withdraws, the next tender in competitive order is to be examined and then dealt with in the same way.

14.4 Any exception to this procedure may be authorised only by the Chief Constable after consultation with the Clerk of the Police Authority, or in cases of urgency by the Assistant Chief Officer (Resources) after consideration of a report by the Procurement Manager.

15. ACCEPTANCE OF TENDERS

15.1 The Central Procurement Unit may accept a tender from valid tenderers in accordance with the decided evaluation criteria, subject to budget provision being available, as follows:

15.1.1 The lowest tender, if that was the evaluation criterion, provided that the tender is not more than 10 per cent above the estimated value.

15.1.2 The highest tender, if that was the evaluation criterion, provided that the tender is not more than 10 per cent below the estimated value.

15.1.3 The most economically advantageous tender if that was the evaluation criterion and if one tender clearly meets that criterion more closely than any other.

15.1.4 Any other tender only after consultation with the Assistant Chief Officer (Resources) and after taking legal advice on the impact of EC Directives and subject to the Procurement Manager making a written report to the Chief Constable.

15.2 The Procurement Manager must satisfy himself that the successful tenderer has the technical, professional and financial capacity to fully undertake the contract.

15.3 The Procurement Manager may not reject an abnormally low tender without first giving the tenderer the opportunity to explain the tendered price.

15.4 Acceptance of a tender shall be in writing and may in some cases be in the form of an Official Purchase Order and shall be signed appropriately. The "acceptance" must not prejudice any formal contract required by Standing Order No 17.

- 15.5** The file copy of the record shall be endorsed to indicate the tender accepted.
- 15.6** When the successful tenderer has confirmed acceptance of a contract, the Central Procurement Unit shall debrief all unsuccessful tenderers.

16. POST TENDER NEGOTIATIONS (PTN)

- 16.1** The Procurement Manager will be involved in all stages of PTNs.
- 16.2** The Procurement Manager may, following the closing date for receipt of tenders but before acceptance of any tender, carry out Post Tender Negotiations to attempt to secure an improvement in the contract price or other conditions in one or more of the following circumstances:
- 16.2.1 Where the lowest tender submitted exceeds the estimated value of the contract.
- 16.2.2 Where the Procurement Manager considers that the price of the lowest tender submitted does not represent the best value for money that can reasonably be obtained.
- 16.2.3 Where tenders have been invited only on the basis of unit prices or a schedule of rates and the lowest in aggregate is not the lowest on all items.
- 16.2.4 Where the lowest submitted tender contains conditions, trading terms, specification, performance, guarantees or service delivery less favourable than in other tenders, or than stipulated for and this defect may be overcome by post tender negotiations.
- 16.2.5 In the case of contracts with an estimated value exceeding the relevant EC Directive Threshold, the Procurement Manager may (following the closing date for receipt of tenders but before acceptance of any tender) carry out Post Tender Negotiations in order to:
- 16.2.5.1 ensure that the tender is constructed correctly.
- 16.2.5.2 ensure that the tenderer has fully understood the specification.
- 16.2.5.3 seek clarification from tenderers of quality and performance indicators.
- 16.3** Post Tender Negotiations may not be entered into if it would:
- Distort competition
 - Change the specification tendered on
 - Change the contract award criteria
- 16.4** During negotiations with the tenderer, there shall always be present at least two officers from the Constabulary.
- 16.5** A note of negotiations will be made by one of the officers present, recording those present of the time and location of the negotiations, detail of the discussion and any agreement reached. The note shall be signed by all officers present and will be kept with a file copy of the record.
- 16.6** At no time shall a tenderer be informed of the detail of any other tender submitted or as to whether or not the tender they submitted was the lowest.

- 16.7** Acceptance of tenders following Post Tender Negotiations shall be in accordance with 'Acceptance of Tenders'.
- 16.8** The Procurement Manager will maintain a record of all Post Tender Negotiations in which will be recorded the date of the tender, the date of any Post Tender Negotiations, the names of tenderers involved in negotiations, the original price, the revised price, the revised specification, the names of the officers involved and details of the contract awarded.
- 16.9** The Procurement Manager will include in the Annual Report to the Police Authority details of Post Tender Negotiations that have been carried out during the financial year.

17. FORM OF CONTRACT

- 17.1** Every contract awarded by tender (over £30k) shall:
- 17.1.1** Be in writing and in the form of a signed 'Agreement'.
- 17.1.2** Specify the goods, materials or services to be supplied, the price to be paid and shall contain a statement as to the amount of any discount or other deductions, the period within which the contract is to be performed and such other conditions and terms as may be agreed between the parties
- 17.1.3** Include a clause prohibiting the contractor from transferring or assigning or sub-letting to any person any portion of the contract without the written permission of the Police Authority signified by the Procurement Manager.
- 17.1.4** Contain a clause requiring that all goods and materials used or supplied and all the workmanship shall be at least of the standard required by any appropriate British or equivalent EC or International Standards Specification or Code of Practice current at the date of the tender.
- 17.1.5** Contain a clause empowering the Police Authority to cancel the contract and to recover from the contractor the amount of any resulting loss if the contractor or any person employed by him or acting on his behalf, whether or not to his knowledge shall have offered or given or agreed to give to any person, any gift or consideration of any kind as an inducement or reward for taking or for not taking any action in relation to the contract or any other contract with the Police Authority or in relation to any contract with the Police Authority, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 17.2** Contracts below £30k should be awarded following the principles outlined in 17.1 above after assessing the risk and implications applicable should these principles be absent, and be reported where they are absent.
- 17.3** Every contract above £30k shall be signed by the Clerk or Chief Constable.
- 17.4** Every contract should make reference to and contain the Terms and Conditions of Contract for the Purchase of Goods or for the Supply of Services issued by the Norfolk Constabulary Central Procurement Unit.

17.5 Every contract shall, in appropriate cases, provide for the payment of liquidated damages by the contractor where he fails to complete the contract within the time specified.

18. SUPERVISION OF CONTRACTS BY THIRD PARTIES

18.1 It shall be a condition of any contract between the Police Authority and any person (not being Member/Officer of the NPA/NC) who is required to supervise a contract on behalf of the NPA/NC that in relation to that contract, that person shall comply with the requirements of these Contract Standing Orders.

18.2 Such person shall:

18.2.1 At any time during the carrying out of the contract produce on request all records maintained by him in relation to the contract.

18.2.2 On completion of the contract, transmit all records to the NPA/NC.

19. PECUNIARY INTERESTS OF OFFICERS/MEMBERS

19.1 If it comes to the knowledge of any Member/Officer of the NPA/NC that a contract in which he has any pecuniary interest, whether directly or indirectly (not being a contract to which he himself is a party) has been or is proposed to be entered into by the Police Authority, he shall as soon as is practicable, inform the Chief Constable and Clerk in writing. The Clerk shall record the particulars in a book to be kept by him for that purpose which shall be open during office hours for the inspection of any member of the Police Authority.

20. PAYMENTS, AUTHORISATION, MONITORING

20.1 The prior approval of the Assistant Chief Officer (Resources) must be obtained before any payment is agreed by either direct debit or bankers standing order. Official orders must be used unless this is not practicable.

20.2 All contracts must be authorised by the Clerk or Chief Constable. The Police Authority is the contracting party.

20.3 The Procurement Manager must be consulted at all stages of the contract process for technical input and contract monitoring.

20.4 All internal information required by the Clerk in order to monitor compliance with these Standing Orders must be sent via the Assistant Chief Officer (Resources) on behalf of the Chief Constable.

21. REPORT TO THE POLICE AUTHORITY

21.1 A report containing details of all contracts let under tender procedures (above £30k) during the preceding financial year shall be submitted to the Police Authority by the Procurement Manager.