

V11 01 Procurement

V11 01/01 Procurement Policy and Contract Procedures

BEDFORDSHIRE FIRE AND RESCUE AUTHORITY

SERVICE ORDER

VOLUME 11 : FINANCE AND PROCUREMENT

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PROCUREMENT POLICY AND CONTRACT PROCEDURES

1.0 Purpose

- 1.1 The purpose of this document is to set out the legislative, regulatory and other statutory duties that Bedfordshire Fire and Rescue Authority (the 'Authority') is required to observe, in its capacity as a public sector body, when commissioning public contracts for the provision of works, goods and / or services. The document also details the internal processes and procedures that must be adhered to by all personnel who is directly or indirectly involved in the commissioning, procurement and contract management of public contracts on the Authority's behalf having due regard to national policies, most importantly the National Procurement Strategy 2018 (as amended from time to time), and guidance documents released from time to time by the National Fire Chiefs Council ('NFCC').

2.0 Legislative Framework

European and National Procurement Legislation

- 2.1 When procuring public contracts (except for utilities and concession contracts), the Authority must act in accordance with European Union ('EU') procurement directives, ensuring that the principles of fairness, transparency, non-discrimination and proportionality are observed and that all procurement activity is conducted in compliance with the 2014/24/EU Directive of the European Parliament and the Council of the European Union, as well as with the Public Contracts Regulations 2015 (as amended) which transposes European procurement legislation into domestic law.
- 2.2 When procuring utilities public contracts, the Authority must undertake all procurement activity in compliance with the 2014/25/EU Directive of the European Parliament and the Council of the European Union, as well as with the Utilities Contracts Regulation 2016 which transposes European procurement legislation into domestic law. The procurement principles of fairness, transparency, non-discrimination and proportionality must be observed at all times.
- 2.3 When procuring concession public contracts, the Authority must undertake all procurement activity in compliance with the 2014/25/EU Directive of the European Parliament and the Council of the European Union, as well as with the Concession Contracts Regulation 2016 which transpose European procurement legislation into domestic law. The procurement principles of fairness, transparency, non-discrimination and proportionality must be observed at all times.

Public Contracts Regulations 2015 (as amended)

- 2.4 The Public Contracts Regulations ('Regulations') 2015, as amended, detail the rules that must be implemented when procuring public contracts. More specifically, Part 2 of the 2015 Regulations provide the legislative framework for public contracts which have **an aggregated value over the term of the contract (including any extensions) which is equal to or exceeds set EU financial thresholds.**
- 2.5 All public contracts covered by this Part 2 of the 2015 Regulations must be procured in strict compliance with the full regime of EU and National procurement legislation, unless the subject-matter of the public contract falls under any one of the following classifications (list not exhaustive), which are subject to a lighter regime ('Light Touch Regime') allowing the Authority to inject flexibility in the application of EU and National procurement legislation:
- Health, Social and Related services;

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- Educational, cultural and training services;
- Compulsory social security services;
- Hotel and Restaurant Services;
- Specific types of legal services;
- Investigation and Security services; and
- Postal Services;

2.6 The current EU financial thresholds are depicted below:

	Supply, Services* and Contracts	Design	Works Contracts	Light Touch Regime Services Contracts
Central Government	£118,133		£4,551,413	£615,278
	€144,000		€5,548,000	€750,000
Other Contracting Authorities**	£181,302		£4,551,413	£615,278
	€221,000		€5,548,000	€750,000
Small Lots	£65,630		£820,370	n/a
	€80,000		€1,000,000	

Exclusion of Specific Public Contracts for Services

2.7 Pursuant to Regulation 10, the 2015 Regulations as amended do not apply to the following types of public services contracts (list not exhaustive) and therefore Authority personnel is permitted to enter into contractual arrangements without having to undertake a tendering process. Due to the complex nature and the caveats associated with some of these types of contracts, Authority personnel is strongly advised to consult with the Procurement Team prior to taking any action for the purpose of verifying that an exclusion is applicable.

- Acquisition or rental of land, existing buildings or other immovable property;
- Acquisition, development, production or co-production of material intended for audio-visual or radio media services;
- Arbitration or conciliation services;
- Legal advice given in preparation to legal proceedings and legal representation in such judicial proceedings held before the courts, tribunals or public authorities of an EU Member State or a non EU Member State;
- Document certification and authentication services;
- Employment contracts¹;
- Credit and Loan agreements;

¹ N.B Contracts with third (3rd) party recruiters for the provision of agency staff are NOT defined as 'employment contracts' and therefore must be procured in line with this Procurement Policy.

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- Financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments (including but not limited to investment undertakings and pension funds, investment services and ancillary activities, services related to underwriting, advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings)

2.8 For the avoidance of doubt, this Procurement Policy shall not be applicable to any of the public services contracts listed in Regulation 10 of the 2015 Regulations as amended.

Public Contracts below EU financial thresholds

2.9 Part 4 of the 2015 Regulations, as amended, details the **domestic rules** that must be implemented when procuring public contracts which have **an aggregated value over the term of the contract (including any extensions)** which is **equal to or exceeds £25,000**.

Disaggregation of Spend

2.10 Contract opportunities must not be sub-divided for the purpose of reducing the total value of the contract to bring the procurement exercise under the set EU thresholds and therefore exempt from the full procurement legislation regime. This obligation stands regardless of whether the purpose was intentional or not.

2.11 In the event the Procurement Manager establishes that a contract opportunity has been disaggregated, intentionally or unintentionally, it shall inform the Head of Governance and Asset Management.

Local Government Act 1999

2.12 Fire and Rescue Authorities have a duty under Section 3 of the Local Government Act 1999 to secure 'best value', having full regard to a combination of economy, efficiency and effectiveness. The Authority is committed to undertaking all procurement activities in a manner which promotes quality and value for money through effective competition.

2.13 Procurement documents shall state that although the Authority is seeking to procure contracts which are capable of offering good quality, sustainable, well-designed and future-proofed solutions, it is also required to achieve the desired outputs in the most economic, effective and efficient way possible.

2.14 As a means of securing best value and ensuring that agreed budgets are not exceeded, appropriate and proportionate affordability caps must be considered and applied, if it is deemed to be fitting to the subject-matter of the contract, the market and the overall procurement strategy.

2.15 Bidders whose pricing proposals breach the relevant affordability caps shall be disqualified from the procurement.

Achieving Social Value

2.16 The 2015 Regulations expressly allow contracting authorities to incorporate social and environmental aspects into specifications, award criteria and contract conditions, where these are linked to the subject-matter of the contract, proportionate to what is being procured or provided, and will not result in unequal treatment of Bidders. This could include promoting innovation, employment and social inclusion, protection of the environment, energy efficiency, and combating climate change.

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2.17 In addition to the above, the 2015 Regulations allow contracting authorities to reserve participation in procurement procedures for certain services contracts to public service mutuals and social enterprises. Contracting authorities may also reserve the right to participate in a procurement process to sheltered workshops or suppliers whose main aim is the social and professional integration of disabled or disadvantaged persons, where 30% or more of their employees are disabled or disadvantaged workers.

2.18 Contracting authorities are also permitted to lay down special conditions relating to the performance of the contract that are linked to the subject-matter of the contract and indicated in the call for competition or in the procurement documents. These conditions may include environmental, social or employment-related considerations.

The Public Services (Social Value) Act 2012

2.19 Contracting authorities are required to consider how they might improve the economic, social and environmental well-being of the area at the pre-procurement stage of public service commissioning. The Social Value Act applies to all public services contracts and those public services contracts with an element of goods or works with a total aggregated value over the contract term which is equal to or exceeds set EU financial thresholds.

Defining Social Value in Bedfordshire

2.20 Social Value in Bedfordshire is defined as the net social and environmental benefits (value) generated to the communities of Bedfordshire through the Authority's corporate and community activities reported either as financial or non-financial (or both) performance outcomes.

2.21 The Authority is committed to ensuring social value and sustainable use of resources is embedded throughout the procurement process from commissioning to contract management and outcomes measurement. Social value considerations shall be tailored to reflect the size and scope of the relevant contract and shall be embedded into all procurement and contract management activity by producing procurement strategies, technical specification documents, evaluation models and contract terms which are capable of:

- Ensuring supply chains are accessible to all types of businesses in Bedfordshire, including SMEs and VCSEs and those owned or led by under-represented groups including women, BAMEs and people with disabilities;
- Ensuring businesses in the supply chain encourage improved gender pay balance, increased representation of ethnic minorities in the workforce, inclusion and improved staff mental health wellbeing, improved community cohesion;
- Reducing the negative impact of contract delivery on the environment;
- Promoting the use of sustainable and environmentally friendly materials in the delivery of public contracts, having full regard to the three (3) R's of the waste hierarchy ("Reduce, Reuse, Recycle");
- Improving employability and skills in the local community by encouraging apprenticeships;
- Ensuring that submission requirements in response to contract opportunities are not unnecessarily burdensome and allow supplies to self-certify therefore removing barriers to SME participation; and
- Where relevant, undertaking pre-tender market engagement activities with the view of promoting diversity in the marketplace and enabling supply chains and

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collaborations to be formed (e.g. consortia, prime contractor / key sub-contractor arrangements, etc.).

2.22 The Authority's Procurement Manager shall be responsible for ensuring that the aforementioned activities are undertaken in relation to all procurement and contract management activities (as and when relevant) and shall report to the Head of Governance and Asset Management Team on a quarterly basis against the following targets:

- Number, value and percentage of spend of contracts won by SMEs, VCSEs and local suppliers²;
- Number of pre-tender market engagement activities carried out;
- Number of collaborative bidding structures involving SMEs, VCSEs and local suppliers created as a result of procurement activities; and
- Number of apprenticeships generated as a result of procurement activities.

3.0 Additional Strategic Considerations

National Fire Chiefs Council ('NFCC')

3.1 NFCC is the leading professional and technical voice of UK Fire and Rescue Service and its aim is to:

- Strengthen the professional / operational leadership of the Fire and Rescue Service;
- Improve national co-ordination;
- Reduce duplication and increase efficiency;
- Support local service delivery; and
- Provide increased influence for Fire and Rescue Authorities and their Services.

3.2 In response to a request by the Home Office for greater transparency and collaboration in procurement, NFCC established the Fire Commercial Transformation Programme ('FCTP'), whose purpose is the implementation of a package of reforms in the commercial operation of the sector. Within this context, the FCTP has identified six (6) key categories of expenditure, as follows:

- Clothing (including Personal Protective Equipment – PPE);
- Construction and Facilities Management;
- Fleet;
- ICT;
- Operational Equipment; and
- Professional Services.

3.3 The Procurement Manager shall be responsible for ensuring that category strategies are produced, observed and regularly reviewed for all six (6) categories of spend. Budget Managers and Contract Managers shall assist the Procurement Manager in the production and maintenance of the category strategies and will be responsible for ensuring that their service area's business objectives are fully embedded in the respective category strategy.

² The definition of 'local' supplier' is a supplier whose registered company address is within the Bedfordshire administrative area.

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- 3.4 Category strategies shall be approved by the relevant Functional Head, who will in turn be responsible for securing sign off by the relevant Principal Officer. For the avoidance of doubt, no category strategy shall be deemed enforceable unless it has been signed off by a Principal Officer.
- 3.5 The Procurement Manager shall ensure that category strategies are made available to all staff via the Authority's intranet.

Policing and Crime Act 2017

- 3.6 The Policing and Crime Act 2017 introduced a new duty on the police, fire and rescue and ambulance services to keep collaboration opportunities under review and, where it is in the interests of their efficiency or effectiveness, to put those collaboration opportunities into practice. The duty is deliberately broad to allow for local discretion so that the emergency services themselves can decide how best to collaborate for the benefit of their own communities.
- 3.7 The Procurement Manager shall be responsible for ensuring that collaboration opportunities are identified at an early stage and that the Authority fully observes its duty to collaborate, as and when this is deemed appropriate.
- 3.8 The Procurement Manager must discuss with the Head of Governance and Asset Management all collaboration opportunities for the purpose of obtaining approval to collaborate prior to any further procurement activity being undertaken.

National Procurement Strategy for Fire and Rescue Services

- 3.9 The National Procurement Strategy 2018³ is based on the Local Government National Procurement Strategy 2018 and focuses on three (3) 'Themes' as listed below:
 - Leadership;
 - Commercial Practice; and
 - Delivering Local Benefits
- 3.10 In addition to the 'Themes', the Strategy also identifies the following four (4) 'Enablers':
 - Developing our Staff;
 - Procurement Systems and Data Transparency;
 - Innovation; and
 - Embedding Change
- 3.11 The Procurement Manager shall be responsible for undertaking a written Authority self-assessment against the three (3) Themes on an annual basis for the purpose of ascertaining the Authority's maturity in relation to each Theme. The result of the self-assessment shall be reviewed by the Head of Governance and Asset Management and approved by the Assistant Chief Officer.

Strategic Framework

- 3.12 This Procurement Policy document will form a robust basis for ensuring that all procurement and contract management activity contributes to the delivery of the Authority's

³ <https://www.nationalfirechiefs.org.uk/National-Procurement-Strategy>

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vision, strategic aims, operational needs and requirement to secure Value for Money. The Authority's strategic framework for the period 2019-2023, which is set out within the Community Risk Management Plan (CRMP), is summarised below:

BFRA Mission Statement: To provide outstanding fire and rescue services

Aims:

- **Preventing** fires and other emergencies from happening;
- **Protecting** people and property when fires happen;
- **Responding** to fires & other emergencies promptly and effectively;
- **Empowering** our people as we work together to make Bedfordshire safer;
- **Utilising** our assets & resources efficiently and effectively; and
- **Maximising** use of data analytics and digital solutions to drive improvements.

Values:

- Service to the community;
- Valuing all our employees;
- Valuing diversity in the Service and the community; and
- Valuing improvement

4.0 Health and Safety

- 4.1 The Authority requires that all suppliers, their employees and agents and where applicable, sub-contractors shall, while working for the Authority, conform with all requirements of the Health and Safety at Work Act 1974 and with all other Health and Safety Legislation that relate generally or specifically, to their trade, business or undertaking.
- 4.2 While working on the Authority's premises, the Contractor shall comply with the Authority's V13 01/01 Health and Safety at Work Policy. The Contractor shall also be required to complete a 'Contractor Work Authorisation' form for the purpose of identifying any potential risks resulting from working on the Authority's premises. In the event any risks are identified, the successful Bidder shall be required to complete and submit a comprehensive risk assessment for approval by the appointed BFRA Contract Manager, prior to being allowed to carry out any works or services.
- 4.3 The Authority's Health and Safety Support team will carry out an assessment on the winning Bidder's equipment, following evaluation of the submissions and prior to Contract Award. This assessment is to ensure that the Authority will comply with the Provision and use of Work Equipment Regulations 1998. Should this assessment highlight any concerns at the Authority's sole discretion we reserve the right to disqualify the winning Bidder and assess the second ranking Bidder's equipment. Should the Authority require any further information from the Bidder to support this assessment, this must be supplied on request.
- 4.4 During any procurement process, suppliers who employ five (5) or more members of staff shall be required to provide copies of their Health and Safety Policy for the purpose of evidencing that their Policy meets the following requirements:
 - It includes a statement of intent and general policy;
 - It evidences that there is a chain of responsibility and names the person responsible for Health and Safety matters;

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- It includes arrangements for implementing and monitoring the policy
 - It demonstrates how health and safety policies and procedures are conveyed to staff; and
 - It contains details of health and safety training provided to staff.
- 4.5 The Health and Safety Advisor shall be responsible for assessing compliance of the Health and Safety Policies submitted to the Authority during the course of a procurement with the evaluation criteria contained in the procurement documents.

Hazardous substances

- 4.6 An existing Control of Substances Hazardous to Health assessment ('COSHH' assessment) must be in place or an initial COSHH assessment carried out and documented prior to undertaking any procurement activity. As well as confirming the arrangements detailed above, the COSHH assessment process shall also consider associated storage and use arrangements, competency requirements, PPE and any further or secondary risk assessments that may require completion.
- 4.7 The Authority's Responsible Officer for procuring the works, goods and/or services must notify the Health and Safety Advisor that a COSHH assessment is required, who will in turn be responsible for undertaking the assessment, as well as any further or secondary assessment, if needed.

5.0 Equality and Diversity

The Public Sector Equality Duty ('PSED')

- 5.1 The Public Sector Equality Duty (the equality duty) is set out in Section 149 of the Equality Act 2010. It is a duty on public bodies and others carrying out public functions. Its purpose is to mainstream the consideration of equality and good relations into the decision making and business planning of all public sector bodies.

The General Equality Duty

- 5.2 The equality duty is made up of a general equality duty that is supported by specific equality duties. The general equality duty requires Authority to have 'due regard' to the need to:
- Eliminate discrimination, harassment and victimisation;
 - Advance equality of opportunity between people who share a protected characteristic and people who do not share it; and
 - Foster good relations between people who share a protected characteristic and persons who do not share it.
- 5.3 The Authority is committed to developing, promoting and delivering their services, information and employment opportunities without discriminating against anyone on the grounds of age, disability, faith, gender, race, sexuality, gender reassignment, marriage and civil partnership, pregnancy or maternity.
- 5.4 Within this context and in accordance with the Authority's Policy V1 24 Equality Assessment, the Authority's Responsible Officer (Service Area) for procuring works, goods and services shall be responsible for engaging the Equality and Diversity Team prior to any procurement activity being undertaken for the purpose of ascertaining if the contract

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opportunity is likely to have or will have an impact on people or groups of people with protected characteristics.

- 5.5 In the event it is established that there is a likely or actual impact, the Procurement Manager shall be notified who will in turn liaise with the Equality and Diversity Team for the purpose of assisting the Procurement Manager to carry out an Equality Impact Assessment.
- 5.6 The Procurement Manager shall ensure that the outcome of the Equality Impact Assessment will be used to inform the procurement documents.
- 5.7 The Authority requires its suppliers, employees, agents and sub-contractors who deliver its works, goods and / or services to comply with the Authority's Equality Policy and share its equality and diversity values.
- 5.8 During any procurement process, suppliers shall be required to provide copies of their Equality and Diversity Policies and evidence that they are taking steps to allow equal access to the provision of works, goods and / or services, provide fair treatment and equal opportunity.
- 5.9 The Equality and Diversity Manager shall be responsible for assessing compliance of the Equality and Diversity Policies submitted to the Authority during the course of a procurement with the evaluation criteria contained in the procurement documents.

6.0 Publicity Activities

- 6.1 No publicity activity shall be undertaken during the course of a procurement process for contracts with a total aggregated value equal to or in excess of the set EU financial thresholds without prior approval by the Procurement Manager.
- 6.2 Approved publicity activities shall be undertaken following consultation and in collaboration with the Authority's Communication and Engagement Team.

7.0 Financial Stability of Key Suppliers

- 7.1 Key suppliers are those suppliers whose performance materially affects the ability of the Authority to deliver its vision, aims and objectives and whose failure as an organisation could prevent the delivery of important services to the public. The Contracts Register will identify key suppliers and annual financial assessments shall be undertaken by the Chief Accountant.
- 7.2 In the event it is established that a key supplier is under financial duress, the Chief Accountant shall notify the Assistant Chief Officer in the earliest opportunity.
- 7.3 Budget Managers are responsible for:
 - Producing a Mitigation Plan for each key supplier identifying what actions would be taken to ensure service continuity in the event of the failure of such supplier;
 - Obtaining a copy of the key supplier's Business Continuity Plan; and
 - Holding regular contract management meetings as a forum for monitoring performance, gaining an up to date understanding of the supplier's position in the market and gathering information on the supplier's future development plans.
- 7.4 The Mitigation Plan and Business Continuity Plan must be reviewed and updated (as required) on an annual basis and copies provided to the Procurement Manager.

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8.0 Prevention of Bribery and Corruption

8.1 In every written contract appropriate provisions shall be inserted to secure that the Authority shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting therefrom, if:

8.1.1 the Contractor (or any person acting on his behalf) has offered, given or agreed to give, to any person any gift or consideration of any kind as an inducement or reward for the obtaining, or the executing of the contract, or any other contract with the Authority; or

8.1.2 the Contractor (or any person acting on his behalf) is showing or forbearing to show favour or disfavour to any person, in relation to the contract or any other contract with the Authority; or

8.1.3 the Contractor (or any person acting on his behalf) shall have committed any offence under the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government team concerning the legislation, or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972 or any statutory re-enactment or modification thereof.

9.0 Corporate Insurance Requirements

9.1 In accordance with the Authority's Standard Terms and Conditions of Contract, suppliers must hold the following insurance levels as a pre-requisite for doing business with the Authority:

- Employer's (Compulsory) Liability Insurance⁴ = £5 million for each and every claim;
- Public Liability Insurance = £5 million for each and every claim; and
- Professional Indemnity Insurance⁵ = £1 million for each and every claim

9.2 Changes to the Authority's insurance requirements shall not be permitted without the written approval of the Assistant Chief Officer.

9.3 Contract award shall be dependent upon provision of valid insurance certificates.

9.4 The Procurement Manager shall ensure that renewal certificates are obtained from Contractors on an annual basis and copies are saved in the Procurement drive.

10.0 Retention of Procurement and Contract Documents

10.1 Having full regard to the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018, procurement and contract documents shall be retained in an electronic format for a period of seven (7) years following expiry or early termination of the relevant contract.

10.2 Following the passing of the retention period, all electronic copies shall be deleted including those which are held by the Authority's agents, advisors or any other person who is or was acting on behalf of the Authority.

⁴ It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

⁵ Professional Indemnity Insurance is only required if relevant to the subject-matter of the contract.

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10.3 The Procurement Manager shall ensure that a Retention Log is maintained, updated and regularly reviewed.

11.0 Determining the Route to Procurement

11.1 The route to procurement shall be determined by the application of a set of bandings which are based on the estimated **total aggregated value of the contract over then entire contract period** (initial term and all possible extension periods).

11.2 The bandings are listed below as follows:

Band 1 up to £2,000 (evidence of Best Value or request a minimum of two (2) written quotes)

Band 2 £2,001 – £24,999 (request a minimum of three (3) written tenders in response to an 'Invitation to Tender (ITT) Lite⁶' document)

Band 3 £25,000 – £59,999 (release of a Contracts Finder Notice as a call for a national competition or delivery of a closed tender process under an established Framework Agreement or a Dynamic Purchasing System)

Band 4 £60,000 – up to EU financial thresholds (release of a Contracts Finder Notice as a call for national competition or delivery of a closed tender process under an established Framework Agreement or a Dynamic Purchasing System);

Band 5 EU financial thresholds and above (release of an OJEU Notice as a call for competition at both a national and an EU level)

11.3 **Band 1** Procurements shall be the responsibility of the Service Area, who will also be responsible for ensuring that contract award notifications are issued to the Procurement Team in accordance with paragraph 17.4 below.

11.4 **Band 2** Procurements may be wholly delivered by the Service Area OR delivered by the Service Area with assistance from the Procurement Team. In the event the procurement is wholly delivered by the Service Area, the Service Area shall be responsible for ensuring that contract award notifications are issued to the Procurement Team in accordance with paragraph 17.4 below.

11.5 **Band 3, 4 and 5** Procurements shall be delivered by the Procurement Team as directed by the Procurement Manager, or in his absence the Head of Governance and Asset Management.

Procurement Procedures

11.6 The procurement procedures as defined by the 2015 Regulations are briefly described below as follows:

Open Procedure

11.7 The Open Procedure is the fastest and simplest route to award a contract but it allows no opportunity for pre-selection of Bidders or negotiation.

⁶ To be provided by the Procurement Team upon request.

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11.8 Under the Open Procedure, all Bidders who express an interest of participating are invited to submit tenders in response to the Authority's Invitation to Tender ('ITT') document. Bidders' tender submissions are evaluated against the published criteria in line with the evaluation model and scoring methodology contained in the ITT document and the contract is awarded to the highest ranking Bidder.

Restricted Procedure

11.9 The Restricted Procedure is most useful where there is potentially a very large number of Bidders in the market (this will be confirmed through market engagement) or there is otherwise a genuine need to pre-select suppliers. The procedure does not allow for negotiation.

11.10 The first stage of the Restricted Procedure allows the Authority to select the Bidders who are capable of meeting the Authority's requirements and are assessed against a set of legal, financial and technical criteria. Bidders who meet the selection criteria are then invited to submit tenders in response to the Authority's Invitation to Tender ('ITT') document. Bidders' tender submissions are evaluated against the published criteria in line with the evaluation model and scoring methodology contained in the ITT document and the contract is awarded to the highest ranking Bidder.

Competitive Procedure with Negotiation ('CPN') and Competitive Procedure ('CD')

11.11 The Competitive Procedure with Negotiation allows the Authority flexibility around whether to negotiate. It is possible to reserve the right (by stating this in the OJEU Contract Notice) not to negotiate and to simply award the contract based on initial tenders submitted. This reservation is not possible in the competitive dialogue procedure. Having said that, the Competitive Dialogue procedure contains more flexibility around negotiation with the winning Bidder (provided this does not modify the essential aspects of the contract or procurement or amount to a distortion of competition). It is **not** possible to negotiate following submission of final tenders if you are using the Competitive Procedure with Negotiation.

Innovation Partnership ('IP')⁷

11.12 The Innovation Partnership procedure enables the Authority to develop innovative products, works or services where no suitable solution exists in the market (sharing the risk with suppliers) and then to purchase the resulting products, services etc. In return for sharing the risk in the development phase, the Authority might want to share in the profits from wider sale of the products, services etc. that are developed (licensing). The procurement procedure for an innovation partnership is a version of the CPN.

11.13 The Competitive Dialogue, Competitive Procedure with Negotiation and Innovation Partnership procedures can only be used in certain specific circumstances.

Other Means of Procuring

Framework Agreement (Direct Award or Mini Competition)

11.14 Framework is an agreement with suppliers to establish terms governing contracts that may be awarded during the life of the agreement. In other words, it is a general term for agreements that set out terms and conditions for making specific purchases (Call-off contracts). Call-off contracts can be entered into either via a direct award or via conducting

⁷ Innovation Partnership as described on the Local Government Association site.

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a mini competition. Direct awards often come with specific conditions and they are not to be used as a blanket permission for awarding the contract to a specific, preferred supplier.

11.15 Prior to using a Framework Agreement, the Authority must ensure that it is a named party and is permitted to purchase under the Framework.

11.16 The use of Framework Agreements is heavily regulated by the Cabinet Office (via the Crown Commercial Service) and improper use may lead to substantial reputational damage and possibly financial penalties.

Dynamic Purchasing System (Mini Competition)

11.17 The Dynamic Purchasing System is a procedure available for contracts for works, services and goods that are commonly available on the market. It is very similar aspects to an electronic Framework Agreement, albeit new suppliers can join at any time during the validity period of the DPS. The vast majority of public contracts can only be awarded as a result of a mini competition. Under the full regime of the 2015 Regulations, direct award is not permitted.

Electronic Auction⁸

11.18 An Electronic Auction (eAuction) is a procurement tool that uses web-based software to allow potential suppliers to compete online, in real time, to provide prices for the goods/services under auction. Electronic Auctions can be based on price alone or other criteria such as quality, delivery or service levels can also be taken into account.

12.0 Electronic Means of Communication

12.1 In accordance with the 2015 Regulations, as amended, the Authority is obliged to use e-communication for all information exchanged in respect of an award of a contract that is subject to the full regime of the Regulations (please refer to paragraph 2.5 above for the definition of the full regime).

12.2 Under the 2015 Regulations, the Authority is also required to make all procurement documents electronically available free of charge and with unrestricted access to all interested suppliers.

12.3 For the purpose of ensuring compliance with the 2015 Regulations, Band 3 to (and including) Band 5 Procurements shall be conducted using the Authority's e-tendering portal.

12.4 Band 1 and Band 2 Procurements are not subject to the 2015 Regulations (due to their financial envelope) and as such it will be the responsibility of the Authority's Responsible Officer (Service Area) to decide on which electronic means of communication is most appropriate.

12.5 All tender submissions returned via the e-tendering system will be opened on or shortly after the specified deadline date and time, via Authority representatives who are authorised to use the e-tendering system.

12.6 The e-tendering system will maintain a record of the tender submissions received, opened and the name of the Authority's representative who undertook the opening of the tenders.

⁸ <https://www.gov.uk/guidance/eauctions>

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- 12.7 Once opened, the tender submissions will be sent electronically to the Procurement Lead who will ensure that tender submissions are stored securely in the Procurement drive and arrange for the Authority personnel who is involved in the evaluation process to have access to the documents.
- 12.8 Hard copy tender submissions shall not be accepted without prior authorisation from the Procurement Manager and only in exceptional circumstances (e.g. small local supplier who does not have access or does not know how to use electronic means). Where a hard copy submission is accepted, the Procurement Manager shall include the reasons for this decision in the Evaluation Outcomes Report (please refer to Section 24.0 Reporting Obligations).
- 12.9 All communications with suppliers during the course of the procurement process shall be undertaken using electronic means such as Microsoft Outlook email or the Authority's e-tendering portal, dependent upon the procurement banding (please refer to paragraphs 13.3 and 13.4 above).

13.0 Conflict of Interest ('COI')

- 13.1 The Authority is concerned to avoid any actual and/or potential conflicts of interest, both relating to the Authority's personnel and to companies ('Bidders') participating in the procurement.

Authority Personnel COI

- 13.2 The Procurement Manager shall be responsible for ensuring that Conflict of Interest ('COI') Forms are completed and signed by all Authority personnel to be involved in the procurement and submitted to the Procurement Manager electronically prior to any activities under the Pre-Tender Stage (please refer to Section 14.0 below) being undertaken.
- 13.3 Upon commencement of the procurement process and once the names of the companies involved in the procurement are known, all relevant Authority personnel shall re-submit the COI form to the Procurement Manager for the purpose of re-affirming that there is no actual and/or potential conflict of interest.
- 13.4 In the event an actual and/or a potential Conflict of Interest is identified, the following actions will be taken at the Procurement Manager's discretion (where relevant, in conjunction with advice received by external legal advisors) having full regard to the banding of the procurement and the impact of that such Conflict of Interest may have on the procurement:
- The relevant Authority personnel shall be removed from the procurement with immediate effect; or
 - The relevant Authority personnel shall be involved in some aspects of the procurement with controlled access to procurement and Bidder information.
- 13.5 The Procurement Manager, or its representative, shall ensure that a Conflict of Interest Log is maintained at all times.

Bidder COI

- 13.6 It is each Bidder's responsibility to ensure that its employees, agents and/or advisors (where applicable) do not have conflicts of interest in relation to other Bidders involved in this tender process.

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13.7 The Authority reserves the right (at its sole discretion) to reject Bidders where there is an actual or potential conflict of interest. Bidders must review their prior and current involvement and that of employees, agents and/or advisors (if relevant) with the Authority and disclose any actual or potential conflicts as soon as they become aware of any such conflicts.

14.0 Pre-Tender Stage Activities

Pre-Tender Market Engagement ('PTME')⁹

14.1 Before commencing a procurement, the Authority may conduct market consultations with a view to preparing the procurement and informing suppliers of their procurement plans and requirements. Market consultations (or Pre-Tender Market Engagement as they are formally referred to) may also be used to assist the Authority to better understand its requirements.

14.2 Whilst undertaking a Pre-Tender Market Engagement, the Authority must comply with the following principles:

- Ensure sufficient time between the pre-tender market engagement phase and the procurement phase so information can be shared as appropriate and then also in the tender phase so that clarifications can be asked;
- Ensure that detailed written audit trail is maintained. This includes ensuring that pre-tender market engagement meetings are fully minuted and all information (unless commercially sensitive) exchanged with participants during the course of the pre-tender market engagement phase is made available to the market via the tender documents. Remember you are not there to select a supplier!
- Use a non-discriminatory way for the purpose of selecting an impartial cross-section group of suppliers to meet with. The most common way of doing so is by way of issuing a, Engagement Notice via Contracts Finder or a Prior Information Notice (Band 5 Procurements only).

14.3 Pre-Tender Market Engagement is recommended only for Band 3 to Band 5 Procurements.

14.4 In any case, it shall be the responsibility of the Procurement Manager, or its representative, to direct, organise and conduct all Pre-Tender Market Engagement activities.

Production of Tender and Contractual Documents

Technical Documentation

14.5 It is good practice, and in the case of Band 5 Procurements a legal requirement, that all procurement and contractual documents are available upon publication of the contract notice. This also includes the technical specification document, Pre-Construction Information (PCI) document, CAD plans, system diagrams and any other documents that may be required by the market to enable Bidders to reasonably respond to the Invitation to Tender (ITT) document and submit pricing.

14.6 It shall be the responsibility of the Authority's Responsible Officer (Service Area) to produce the suite of technical documentation, including but not limited to draft and final documents. In the event it is established by the Procurement Manager, or its representative, that the

⁹ Useful PTME guidance can be found in the following location:

<http://www.bevanbrittan.com/insights/articles/2018/designing-your-specification-running-your-tender-process/>

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suite of technical documentation provided by the Authority's Responsible Officer (Service Area) does not contain sufficient information to enable the market to bid and / or contains gaps and /or inconsistencies, it will be the responsibility of the Authority's Responsible Officer (Service Area) to put the documentation right.

Tender Documentation

- 14.7 It shall be the responsibility of the Procurement Manager, or its representative, to provide the Authority's Responsible Officer (Service Area) with the Band 2 Procurement template for the purpose of completing it and releasing it to the suppliers. Tender documents for Band 3 to Band 5 Procurements shall be produced by the Procurement Team.

Contractual Documentation

- 14.8 The Authority has developed a set of Standard Terms and Conditions of Contract¹⁰. Where bespoke contractual documentation has to be developed, this shall be the responsibility of the Procurement Manager. External legal advice may be sought following approval by the Head of Governance and Asset Management.

Financial analysis of current and estimated future spend

- 14.9 Prior to determining the route to procurement, the Authority's Responsible Officer in collaboration with the Procurement Team (for Band 2 to Band 5 procurements) shall undertake a financial analysis of current spend (relating to the previous three (3) Financial Years).
- 14.10 Following production of the technical specification document, the Procurement Team with support from the Finance Team shall undertake a financial modelling exercise for the purpose of calculating the estimated total whole life costs for delivering the technical specification.

15.0 Advertisement of Contract Opportunities

Band 1 Procurements (up to £2,000)

- 15.1 Not applicable, there is no requirement to publish a formal advert.

Band 2 Procurements (up to £24,999)

- 15.2 Not applicable, there is no requirement to publish a formal advert. However, the Authority's Responsible Officer (Service Area) may wish to publish an advert at a local or a national level if they are unable to identify potential interested suppliers or would like to open the contract opportunity to new suppliers. In that case, the Authority's Responsible Officer shall advise the Procurement Team that assistance is required by sending an email to procurement@bedsfire.gov.uk containing the following information:

- The name of the Authority's Responsible Officer (Service Area);
- A brief description of the procured works, goods or services;
- A copy of the draft technical specification;
- The allocated budget and what period does this cover, e.g. only year 1 of the contract or the entire contract term (N.B The Procurement Team reserves the right to seek confirmation from the Chief Accountant that there is an allocated budget);

¹⁰ The document is available on the Bedfordshire Fire and Rescue Service website.

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- The GL account (comprising of the subjective code and the cost centre);
- If this involves the re-tendering of an existing contract, the full name of the incumbent Contract (*no abbreviations or acronyms*);
- Any known likely or actual impact of the contract on people or groups of people with protected characteristics;
- Any known likely or actual Health and Safety concerns; and
- Any potential dependencies with other Service Areas.

Band 3 and Band 4 Procurements (£25,000 up to but not including EU thresholds)

- 15.3 In accordance with Regulation 110 of the 2015 Regulations, the Authority is required to publish on Contracts Finder contract opportunities ('Contracts Finder Notice') with a total value of £25,000 up to the EU financial thresholds. As a minimum, the Contracts Finder Notice must include the internet address at which relevant contract documents shall be accessible and the time by which interested suppliers must respond to the Contracts Finder Notice if they wish to participate in the procurement process. The Authority is not required to make the contract documents available at a specific date.
- 15.4 The Contracts Finder Notice may be issued by the Authority's e-tendering portal or by logging directly into the Contracts Finder webpage.
- 15.5 The Procurement Team shall be responsible for conducting Band 3 and Band 4 Procurements. The Procurement Manager shall be responsible for ensuring that the Authority's obligations under Regulation 110 are observed.

Band 5 Procurements (EU thresholds and above)

- 15.6 In accordance with Regulation 51 of the 2015 Regulations, the Authority is required to advertise on the Official Journal of the European Union ('OJEU') contract opportunities ('OJEU Contract Notice') with a total value which is equal to or exceeds the EU financial thresholds.
- 15.7 Furthermore, in accordance with Regulation 106 of the 2015 Regulation within twenty-four (24) hours from the time that the OJEU Contract Notice is published, the Authority is required to publish the contract opportunity in Contracts Finder ('Contracts Finder Notice'). OJEU Contract Notices are usually published within forty-eight (48) hours from confirmation of receipt from the European Union Publications Office. In the event the OJEU Contract Notice is not published within forty-eight (48) hours from confirmation of receipt, the Contracts Finder Notice must be published within twenty-four (24) hour from the expiry of forty-eight (48) hour period.
- 15.8 As a minimum, the Contracts Finder Notice must include the internet address at which relevant contract documents shall be accessible and the time by which interested suppliers must respond to the Contracts Finder Notice if they wish to participate in the procurement process.
- 15.9 For Band 5 Procurements, the Authority must make the full suite of procurement documents electronically available (as described in paragraph 12.2 above) on the day that the OJEU Contract Notice is published¹¹.

¹¹ This is usually within 48 hours from the time that the Authority transmits the OJEU Contract Notice to the Journal.

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15.10 The Procurement Team shall be responsible for conducting Band 5 Procurements. The Procurement Manager shall be responsible for ensuring that the Authority's obligations under Regulation 51 and Regulation 106 are observed.

16.0 Tender Stage

16.1 The Tender Stage refers to the period or periods of a procurement process during which Bidders are preparing their submissions and concludes with the evaluation and moderation of submissions received by the deadline set in the procurement documents.

16.2 Depending on the type of the procurement procedure, the Tender Stage may be translated into a single or consecutive Tender Stages.

16.3 The two (2) main activities undertaken by the Authority during any Tender Stage are:

- Management and processing of clarifications; and
- Evaluation and moderation process;

Clarifications Protocol

16.4 All enquiries during the Tender Stage are to be made in the form of 'clarifications'. Clarification requests and responses are to be made exclusively via electronic means (Microsoft Outlook or the Authority's electronic tendering portal).

16.5 The Authority's approach to clarifications shall be consistent to ensure that one Bidder does not receive an unfair advantage over another. Clarification requests and responses will be circulated to all Bidders, unless deemed by the Authority to be commercially sensitive, however the requesting Bidder will not be named.

16.6 Enquiries and communications in relation to Bands 3, 4 and 5 Procurements shall be undertaken in line with the Clarifications Protocol which can be found attached to this Policy as Appendix 1. The Clarification template forms referred to in Appendix 1 shall be provided by the Procurement Team upon request.

Evaluation and Moderation Guidance

16.7 Key individuals with the appropriate experience and expertise in their respective fields will be selected to undertake the evaluation and moderation of the tender submissions and will collectively be referred to as the "Evaluation Team".

16.8 The function of the Evaluators will be to undertake initial checks on their relevant section/s to ensure that all questions have been answered and that all compliance requirements have been met.

16.9 Following these initial checks, the Evaluators will undertake the scoring in line with the scoring methodology and specific scoring table for each question detailed in the tender documents.

16.10 Evaluators will work independently. Where more than one Evaluator is assessing a section, more than one evaluation score will be produced. Scoring will subsequently be reviewed and finalised during the moderation process.

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- 16.11 Evaluators must complete the Evaluator's Scoring Sheet¹² in full and submit it to the assigned Moderator (either directly or via the Procurement Team depending on the banding of the procurement).
- 16.12 Moderation of the Evaluators' scores will be undertaken at special meetings ('Moderation meetings') following the completion of the initial evaluation period. Ahead of the meeting, the Moderator will review and compare the scores awarded by the Evaluator(s), taking into consideration any supportive information and/or documentation provided. The moderation meeting will then provide an opportunity to challenge scores, provided where there are discrepancies, and produce a moderated score for each question for each Bidder.
- 16.13 Moderators must complete the Moderator's Scoring Sheet¹³ in full. The moderated score will be a consensus score, NOT an average score.
- 16.14 For procurements conducted by the Procurement Team, following completion of the evaluation and moderation process, the Authority's Procurement Team will be responsible for producing an Evaluation Outcomes Report in accordance with the provisions of Section 24.0 (Reporting Obligations).
- 16.15 For the avoidance of any doubt, no person shall be permitted to assume an Evaluator and a Moderator function for the same question.

Confidentiality

- 16.16 Evaluators and Moderators are reminded that **this is a confidential process** and they **MUST NOT** divulge any information (provided to them verbally or in writing) to any individual who is not part of the procurement and who has not completed a Conflict of Interest (COI) form in accordance with Section 13.0 (Conflict of Interest).
- 16.17 Evaluators and Moderators **MUST NOT** have any contact with any of the organisations bidding for this contract, including but not limited to their sub-contractors, consortia members, external advisers, agents and employees unless express prior authorisation has been given by the Procurement Manager.
- 16.18 In the event an Evaluator or a Moderator breaches the conditions detailed in paragraphs 16.14 and 16.5 above, such Evaluator or Moderator will be removed from the procurement with immediate effect and the Procurement Manager shall undertake a risk assessment as promptly as possible for the purpose of determining whether the main procurement principles have been compromised. In the event it is determined that the procurement process has been compromised, the Procurement Manager will seek external legal advice and the procurement process shall be suspended until a mitigation plan has been agreed internally in consultation with the external legal advisors.

17.0 Contract Award and Signature

Band 1 Procurements (up to £2,000)

- 17.1 Not applicable, there is no requirement to publish a formal award notice.

Band 2 Procurements (up to £24,999)

- 17.2 Not applicable, there is no requirement to publish a formal award notice.

¹² To be provided by the Procurement Team upon request.

¹³ To be provided by the Procurement Team upon request.

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Band 3 and Band 4 Procurements (£25,000 up to but not including EU thresholds)

- 17.3 In accordance with Regulation 112 of the 2015 Regulations, the Authority is required to publish on Contracts Finder a Contract Award Notice for awarded contracts with a total value of £25,000 up to the EU financial thresholds. Crown Commercial Service (CCS) recommends that the Contract Award Notice is published on Contracts Finder no later than ninety (90) calendar days from the contract award date.
- 17.4 The award of contracts under a Framework Agreement via a direct award and a mini-competition must also be published on Contracts Finder by way of Contract Award Notice.
- 17.5 The Contracts Finder Contract Award Notice must contain the following information:
- The name of the Contractor who was awarded the contract;
 - The date on which the contract was entered into;
 - The total aggregated contract value; and
 - Whether the Contractor is an SME or a VCSE or a social enterprise.
- 17.6 The Procurement Manager shall be responsible for ensuring that the Authority's obligations under Regulation 112 are observed.

Band 5 Procurements (EU thresholds and above)

- 17.7 In accordance with Regulation 50 of the 2015 Regulations, no later than thirty (30) days from the award of a contract with a total value which is equal to or exceeds the EU financial thresholds, or the establishment of a Framework Agreement, the Authority is required to publish on the Official Journal of the European Union a Contract Award Notice ('OJEU Contract Award Notice').
- 17.8 Furthermore, in accordance with Regulation 108 of the 2015 Regulations the Authority is required to publish on Contracts Finder a Contract Award Notice for awarded contracts with a total value which is equal to or exceeds the EU financial thresholds.
- 17.9 Where the OJEU Contract Award Notice is published within forty-eight (48) hours from confirmation of receipt from the European Union Publications Office, the Contracts Finder Contract Award Notice can be published any time after that date.
- 17.10 Where the OJEU Contract Award Notice is not published within forty-eight (48) hours from confirmation of receipt from the European Union Publications Office, the Contracts Finder Contract Award Notice can be published at any time following expiry of the forty-eight (48) hour period.
- 17.11 The Crown Commercial Service (CCS) recommends that the Contract Award Notice is published on Contracts Finder no later than ninety (90) calendar days from the contract award date.
- 17.12 The Procurement Manager shall be responsible for ensuring that the Authority's obligations under Regulation 50 and Regulation 108 of the 2015 Regulations are observed and in any case Contracts Finder Contract Award Notices are issued no later than ninety (90) calendar days from the contract award date.

Mandatory Ten (10) Day Standstill Period

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17.13 The Procurement Manager shall be responsible for ensuring that for all Band 5 Procurements, a mandatory ten (10) day standstill period is observed. The standstill period commences from the date following release of the Intention to Award (Standstill Notice) Letters and expires on the midnight of the tenth (10th) calendar day. In the event the tenth (10th) calendar day falls on a weekend or a Bank Holiday, the expiry of the standstill period shall be extended accordingly to the next available working day.

Release of Contract Award Letter for Procurements conducted by the Service Area

17.14 Following conclusion of a procurement that was conducted by the Authority's Responsible Officer (Service Area), such Responsible Officer shall be responsible for issuing a Contract Award Letter to the winning Bidder. The Contract Award Letter must satisfy the conditions of paragraph 17.15 below and must include as a minimum the following information:

- The name and contact details of the Authority's Contract Manager;
- The contract commencement date;
- The contract period (including any possible extensions expressed in months);
- The total contract value; and (where relevant)
- The schedule of rates

17.15 The Authority's Responsible Officer (Service Area) must also ensure that unsuccessful Bidders are notified of the outcome of the procurement process by way of being issued electronically with an Unsuccessful Bidder Letter¹⁴.

Release of Contract Award Letter for Procurements conducted by the Procurement Team (Not applicable to Band 5 Procurements)

17.16 Following conclusion of a procurement that was conducted by the Procurement Team, the member of the Procurement Team who was responsible for delivering the process shall ensure that a Contract Award Letter is issued to the winning Bidder. The Contract Award Letter must satisfy the conditions of paragraph 17.15 below and must include as a minimum the following information:

- The name and contact details of the Authority's Contract Manager;
- The contract commencement date;
- The contract period (including any possible extensions expressed in months);
- The total contract value; and
- A copy of the winning Bidder's pricing submission

17.17 The relevant member of the Procurement Team must also ensure that unsuccessful Bidders are notified of the outcome of the procurement process by way of being issued electronically with an Unsuccessful Bidder Letter¹⁵.

Release of Contract Award Letter for Procurements conducted by the Procurement Team (Band 5 Procurements only)

17.18 Providing that no challenges arise during the course of the ten (10) day standstill, the member of the Procurement Team who was responsible for delivering the Band 5

¹⁴ Unsuccessful Bidder Letter template will be made available by the Procurement Team.

¹⁵ Unsuccessful Bidder Letter template will be made available by the Procurement Team.

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Procurement shall ensure that a Contract Award Letter is issued to the winning Bidder. The Contract Award Letter must satisfy the conditions of paragraph 17.15 below and must include as a minimum the following information:

- The name and contact details of the Authority's Contract Manager;
- The contract commencement date;
- The contract period (including any possible extensions expressed in months);
- The total contract value; and
- A copy of the winning Bidder's pricing submission

17.19 The relevant member of the Procurement Team must also ensure that unsuccessful Bidders are notified of the outcome of the procurement process by way of being issued electronically with an Unsuccessful Bidder Letter, which must contain all information as prescribed by the 2015 Regulations (including but not limited to the key characteristics and relative advantages of the winning tender.

17.20 Following conclusion of any procurement that is conducted by the Procurement Team, the Procurement Manager shall ensure that an Evaluation Outcomes Report is prepared and signed off in accordance with the provisions of paragraph 23.6 below.

17.21 In all cases (all Procurement Bands), the Contract Award Letter must be issued via electronic means and accompanied by the agreed Terms and Conditions of Contract, which the Contractor will be required to sign and return to the Authority by emailing the Procurement Team at procurement@bedsfire.gov.uk.

17.22 Upon receipt of the signed Terms and Conditions of Contract, the Procurement Manager or its representative, shall be responsible for ensuring that the document is countersigned by the Budget Manager within the Responsible Officer's Service Area, who has the appropriate authority to sign off the relevant level of spend. A copy of the signed Terms and Conditions of Contract, completed with all the Schedules and copies of Contractor certificates and policies, will be issued to the Authority's Contract Manager for their records and a second copy shall be saved within the Procurement drive.

17.23 For the avoidance of any doubt, upon completion of the contract signature proceedings the procurement shall be formally concluded and all responsibility relating to the resulting contract shall be wholly transferred to the relevant Service Area and the appointed Authority's Contract Manager.

18.0 Update of the Authority's Financial Records

18.1 Following signature of the agreed Terms and Conditions of Contract by all relevant parties, the Budget Manager or its representative shall be responsible for ensuring that a Purchase Order is raised in line with the Payment Profile included within the Terms and Conditions of Contract and released to the Contractor with the exception of:

- Items of a recurring nature e.g. gas, electricity, rates and other periodic payments;
- Items of a minor nature paid for via petty cash; or
- Items procured using the Authority Procurement Card.

18.2 Payments in advance shall only be made following receipt of a written agreement by the Chief Accountant, or in his/her absence, the Assistant Chief Officer:

- Items of a recurring nature e.g. gas, electricity, rates and other periodic payments;

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- Items of a minor nature paid for via petty cash; or
- Items procured using the Authority Procurement Card

18.3 Where stage payments are required, the procurement documents, Terms and Conditions of Contract and Purchase Order must explicitly state that the ownership of asset transfers to the Authority at each stage payment and a list of the assets transferred and their serial numbers should be provided wherever possible.

18.4 Where a physical asset is being purchased the Budget Manager should carry out inspections prior to any prepayments to confirm that the inclusion of assets from third parties have become homogenous with the asset and cannot therefore be removed without substantial detrimental impact.

18.5 In the event the Contractor is a new supplier, the Procurement Manager or its representative shall be responsible for obtaining bank details provided on a company headed paper. Once obtained, such bank details will be passed on to the Finance Team who will confirm the validity of the bank details and if no issues arise they will then set the supplier up in Authority's financial database (Great Plains). Once the supplier is set up, the Purchase Order can be raised.

19.0 Update of the Authority's Contracts Register and Procurement Activity Plan

Band 1 Procurements (up to £2,000)

19.1 Following completion of the process for Band 1 Procurements, the Authority's Responsible Officer (Service Area) shall notify the Procurement Team of the contract award by sending an email to the Procurement Mailbox at procurement@bedsfire.gov.uk containing the following information in order to enable the Procurement Team to update the Contracts Register:

- The name of the Authority's appointed Contract Manager;
- The full name of the Contractor (*no abbreviations or acronyms*);
- A brief description of the procured works, goods or services;
- The total contract value over the entire contract term;
- The contract commencement date;
- The contract expiry date (*N.B. for works contracts this may be upon completion of the works and for goods contracts this may be upon delivery of the goods*);
- The method of procuring (Best Value Assessment or written quote); and
- In the event the Contractor is a new supplier, the completed New Supplier Request Form (FSS43).

Band 2 Procurements (up to £24,999)

19.2 Following completion of the process for Band 2 Procurements and where this was not undertaken by the Procurement Team, the Authority's Responsible Officer (Service Area) shall notify the Procurement Team of the contract award by sending an email to the Procurement Mailbox at procurement@bedsfire.gov.uk containing the following information in order to enable the Procurement Team to update the Contracts Register:

- The name of the Authority's appointed Contract Manager;
- The full name of the Contractor (*no abbreviations or acronyms*);

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- A brief description of the procured works, goods or services;
- The total contract value over the entire contract term (for fixed term contracts);
- The annual contract value (for rolling contracts);
- The number of extensions (provided in months);
- The contract commencement date;
- The contract expiry date (*N.B. for works contracts this may be upon completion of the works and for goods contracts this may be upon delivery of the goods*);
- The method of procuring (closed group of suppliers, direct award under a Framework Agreement, mini-competition under a Framework Agreement, direct award under a Dynamic Purchasing System, mini-competition under a Dynamic Purchasing System, Digital Marketplace Catalogue, G-Cloud, other competitive procedure);
- A copy of the published Terms and Conditions of Contract; and
- In the event the Contractor is a new supplier, the completed New Supplier Request Form (FSS43).

Band 3 to Band 5 Procurements

- 19.3 The Contracts Register shall be updated with all relevant information as prescribed by the Local Government Transparency Act 2015 by the Procurement Team.
- 19.4 The Procurement Team shall also update the Procurement Activity Plan by deleting the relative line and inserting a note in the comments column of the Contracts Register of the date of completion of the procurement activity (which shall be equal to the date of contract signature).

20.0 Debrief Meetings

Below EU financial thresholds

- 20.1 For below EU financial threshold procurements, there is no obligation on the Authority to offer unsuccessful Bidders feedback on their submissions. It is however considered good practice and an effective way of assisting suppliers in improving their bid writing skills and thus contributing in the continuous development of the market.
- 20.2 In the event the Authority's Responsible Officer for the procurement of a contract falling under Band 2 and Band 3 wishes to provide unsuccessful Bidders with written feedback, s/he must consult with the Procurement Manager prior to taking any action.

Above EU financial thresholds

- 20.3 For above EU financial threshold procurements, the primary means of issuing feedback to unsuccessful Bidders will be the publication of the statutory Standstill Period Notice letter, containing a summary of the reasons for the rejection of their tender which shall comprise of (but not limited to):
- the characteristics and relative advantages of the winning tender; and
 - the name of the winning Bidder.

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- 20.4 Unsuccessful Bidders may also request a face to face debrief meeting during or after the end of the Standstill Period. All requests for debrief must be referred to the Procurement Manager.
- 20.5 Debrief meetings shall be attended by the Procurement Manager, the Moderator/s and the Authority's Responsible Officer. Debrief meetings shall be chaired by the Procurement Manager. Secretariat attendance will also be required for the purpose of ensuring that the meeting is formally minuted. The minutes shall be shared with both parties and the agreed document will be saved in the Procurement drive. An electronic copy of the agreed minutes shall be issued to the unsuccessful Bidder.

21.0 Contract Management

- 21.1 The Authority recognises the importance of robust contract management practices with the view of ensuring that the specification outcomes, savings (both cashable and non-cashable) and contractual obligations which the Contractor committed to deliver during the procurement phase are indeed achieved.
- 21.2 The Authority also recognises that a key element of contract management is the effective management of internal and external relationships (Supplier Relationship Management – 'SRM') as a means of facilitating delivery, developing regular and structured communication routes and implementing problem resolution processes.
- 21.3 The Authority shall adopt Good Practice Contract Management Framework¹⁶ which was developed by the National Audit Office in 2008 and further developed in 2016 (in collaboration with the Crown Commercial Service) by way of introducing a Contract Management Checklist, comprising eleven (11) areas.
- 21.4 A brief description for each one of the eleven (11) areas is provided below and the Authority's Contract Manager shall be responsible for ensuring their implementation:

PLANNING

Area 1: Planning & Governance

1. Contract ownership, management processes and governance mechanisms are clear with defined roles and responsibilities. **There is a clear contract management plan** which involves appropriately senior people at each level.

Area 2: People

2. Contract management is **adequately resourced in proportion to the importance of the contract** and the skills make-up of the team reflects the nature of the contract. **The team have the range of skills, capability and experience to effectively and efficiently discharge their roles and responsibilities** and are appropriately performance managed.

Area 3: Administration

3. **An up to date (annotated with relevant agreed changes) hard copy contract is** stored, logged and **easily accessible** with an operating manual where appropriate. **All relevant correspondence in relation to contract changes is stored and easily accessible.**

¹⁶ <https://www.nao.org.uk/report/commercial-and-contract-management-insights-and-emerging-best-practice/>
https://www.nao.org.uk/wp-content/uploads/2016/12/Good_practice_contract_management_framework.pdf

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DELIVERY

Area 4: Managing Relationships

4. The **relationship between both parties is clear and well defined**, responsibilities are documented, there are **structural and informal communication routes** that include other stakeholders outside the contract manager (users of the contract, technical experts etc.)

Area 5: Managing Performance

5. There is a **comprehensive performance management framework** in place with **meaningful metrics** and **suppliers receive regular and routine feedback** on their performance both formal and informal.
6. Clear **documented processes** are in place for **managing problems efficiently and effectively**. There is **clear documentation of any disputes and their resolution**.

Area 6: Payment & Incentives

7. There are appropriate **defined mechanisms and processes to ensure that payments are made to the supplier in line with the contract** including validation such as spot checks on invoices.
8. There are **defined mechanisms and processes that are managed to ensure appropriate incentives relating clearly to outcomes**. Where **open-book** or similar financial/pricing mechanisms are used **open-book accounts can be mapped to real accounting events** and internal reports in the supplier organisation.

Area 7: Risk

9. There is a **risk management policy** and **risks are subject to ongoing review and assessment** in line with organisational risk management processes. There is **clear understanding by both parties of who is best placed to manage risks**.

DEVELOPMENT

Area 8: Contract Development

10. Contract management **staff understand the contractual terms** including contract extension (services and duration), termination warranties, indemnities, insurance, security and confidentiality and dispute resolution.
11. Clear **documented processes and governance are in place to manage contract changes** and any changes are communicated and understood by both parties.

Area 9: Supplier Development

12. Processes are in place that **clearly set out how supplier development activities** will be planned, managed and governed. Clear processes for benefits measurement and capture are in place to ensure that **supplier development is focused on continuous improvement and achieving value**.
13. There is an understanding of what **motivates and drives the supplier** and development is aligned with the supplier's goals. **Joint working or shared activities between the two parties benefit both**. There are shared risk reduction programmes or activities and shared management activities to **drive performance improvement**.

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Area 10: Supplier Relationship Management

14. A **supplier relationship management programme** is planned and structured with appropriate governance and **senior ownership**. The programme **considers all the supplier's interactions** across the organisation and across government, including **working with the Crown Representatives**. There is a **focus on continuous improvement and capturing innovation** with a clear sense of what value is to be generated for both parties.

Area 11: Market Management

15. Market intelligence is used to maintain an understanding of the market and of alternative suppliers to inform benchmarking, contingency planning and strategies for future delivery. Exit planning and a strategy for when the contract ends is put in place in a timely manner and includes input from the contract manager.
16. The capacity and capability of potential suppliers is analysed, and linked to wider government analysis. There is ongoing evaluation of emerging technologies and practices, and identification of opportunities from both immediate and parallel market sectors. Market making is undertaken where appropriate to stimulate competition and ensure that requirements can be delivered by the market.

21.5 The Procurement Manager shall be available to provide guidance to the Authority's Contract Manager in the application of the Contract Management Checklist.

21.6 Copies of contract management meetings shall be made available to the Procurement Manager upon request.

21.7 No variations to the agreed Terms and Conditions of Contract shall be made, including but not limited to the contract scope, contract term, pricing, payment profile and liability provisions, without the express permission of the Procurement Manager, or its representative. In the absence of the Procurement Manager, the matter shall be referred to the Head of Governance and Asset Management.

21.8 It will be the Authority's Contract Manager's responsibility to report to the Procurement Team contractual disputes and poor performance issues by sending an email to the Procurement Manager, who will in turn ensure that a full investigation is undertaken and an action plan is put in place.

22.0 Procurement Exemption Rules

22.1 In some limited cases, it may not be appropriate or feasible to comply with the provisions for procuring public contracts as defined in this Procurement Policy, therefore forcing the Authority to directly award the contract to a specific supplier without undertaking a competitive tendering process (otherwise known as a "Non-Competitive Action" or "NCA"). Under such circumstances, the Authority's Responsible Officer (Service Area) must complete a FSS39 Procurement Exemption Form (attached to this Policy as Appendix 2) and submit it in the first instance to the Procurement Manager by emailing procurement@bedsfire.gov.uk.

22.2 Following that, the Form will be forwarded to the Chief Accountant for budgetary approval and following on to the relevant Principal Officer for final sign off. All Procurement Exemption Forms shall be saved in the Procurement drive.

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22.3 For the avoidance of any doubt, these Procurement Exemption Rules shall **not** apply to **Band 1** (up to £2,000) and **Band 5** (EU financial thresholds and above) Procurements. All other bandings shall be subject and to this Section 22.0 of the Procurement Policy.

22.4 In the event any one of the below conditions apply, the Authority's Responsible Officer (Service Area) shall be entitled to request to waive its obligation to comply with normal procurement rules:

Single Source

22.5 The proposed supplier is the only one known to possess unique or specialised capacity or, the goods and / or services are unobtainable from any other source and there are no satisfactory alternatives.

Compatibility

22.6 That procurement of alternative goods and / or services would not be compatible with existing goods or services and any change would be detrimental to the Authority.

Specialist

22.7 For goods and or services contracts where the engagement of a different supplier would require considerable training, time as well as financial and / or human resources that are disproportionate with any benefit gained by the change.

Safety Critical

22.8 Where the undertaking of a competitive tendering process would create an unacceptable delay causing a risk to health, safety and/or welfare of Authority personnel and/or the public.

Exceptional Urgency

22.9 Involving exceptional urgency arising through unforeseeable circumstances where competitive tendering would cause unacceptable delay (namely after breakdown, storm, fire etc.)

Part of a wider programme

22.10 Involving an organisation which has won a contract for an earlier phase or section of work via a competitive process and where the work forms part of a serial programme and has previously been identified as such.

Additional Requirement

22.11 Involving an organisation already engaged by the Authority for a similar and related procurement and where there is significant benefit to extending the contract to cover this.

Delay

22.12 If a contract award is subject to delay.

23.0 Procurement Policy Audits

23.1 In accordance with the Procurement Team's Business Objectives, the Procurement Manager shall be responsible for undertaking procurement audits across all six (6)

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categories of spend on a quarterly basis. The procurement audits shall cover the following areas:

Compliance with the Procurement Policy by:

- a) Cross-referencing information held within the Contracts Register against information held by the Service areas;
- b) Obtaining evidence that the procurement has been undertaken by the appropriate application of the bandings;
- c) Checking actual supplier spend over a period of three (3) financial years against the total or annual (in the event of a rolling contract) value as stated within the Contracts Register;
- d) Where a contract was procured by way of a Procurement Exemption, by requesting a copy of the signed Procurement Exemption; and
- e) Obtaining evidence that the value of the contract opportunity was not disaggregated.

Compliance with the Contract Management obligations under the Procurement Policy by:

- f) Obtaining evidence that the Crown Commercial Service eleven (11) areas of Contract Management are implemented as per Section 21.0 (Contract Management) above;
- g) Obtaining copies of the contract management minutes;
- h) Obtaining evidence that the Contract Manager has a copy of the signed Terms and Conditions of Contract;
- i) Obtaining evidence that the agreed Key Performance Indicators (KPIs) are being actively monitored during contract management meetings and results are recorded; and
- j) Checking the frequency of the contract management meetings and the rate of attendance

23.2 Budget and Contract Managers shall be notified in writing one (1) week prior to the procurement audits taking place. The communication will provide information on the dates of the audits, the members of the Procurement Team who will deliver the audits, the information that will need to be made available to the relevant Procurement Team members and how the outcomes of the audits will be reported within the Authority.

23.3 Following completion of the procurement audits, the Procurement Manager shall prepare a draft Procurement Audits Outcomes Report for each one of the six (6) categories of spend and submit it to the Head of Governance and Asset Management for his review and approval.

23.4 Following that the Head of Governance and Asset Management will share the approved Procurement Audits Outcomes Report with the Corporate Management Team (CMT).

23.5 The outcomes of the Procurement Audits shall be used to inform actions undertaken by the Procurement Manager for the purpose of improving the Authority's self-assessment results against the National Procurement Strategy (2018) for Fire and Rescue Services.

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24.0 Reporting Obligations

Evaluation Outcomes Report

24.1 The Procurement Manager shall be responsible for ensuring that Evaluation Outcomes Reports are prepared for all procurement conducted by the Procurement Team and submitted to the Head of Governance and Asset Management for approval. The purpose of the Evaluation Outcomes Report is to document all activities, decisions and issues which transpired during the course of the procurement and obtaining sign off to proceed to contract award.

Regulation 84 Report (Band 5 Procurements only)

24.2 In accordance with Regulation 84 (1) of the 2015 Regulations, the Authority is required to produce and retain a written report covering specific information about the procurement process for every contract that is valued at EU financial thresholds or above, Framework Agreements and Dynamic Purchasing Systems which are awarded or established by the Authority.

24.3 Furthermore, Regulations 84 (7) and 84 (8) of the 2015 Regulations require that the Authority *“documents the progress of all procurement procedures”* and *“keeps sufficient documentation to justify decisions taken in all stages of the procurement procedure”*.

24.4 The Report must be created in real-time due to the fact that it can be requested at any time during the course of the procurement process by public sector procurement regulatory bodies (such as the Cabinet Office and the European Commission).

24.5 The Procurement Manager shall be responsible for ensuring that Regulations 84 Reports are produced in real-time, that all decisions and the reasons why these were made during the course of the procurement procedure are recorded in detail, including but not limited to the choice of procedure, the lot strategy (or the lack of it), any conflicts of interests and justification for deviations from the established standards.

24.6 Regulation 84 Reports shall be submitted to the Head of Governance and Asset Management for approval.

Transparency Data

24.7 In 2015, the Government introduced the Local Government Transparency Code whose purpose is *“to meet the Government’s desire to place more power into citizens’ hands to increase democratic accountability and make it easier for local people to contribute to the local decision making process and help shape public services. Transparency is the foundation of local accountability and the key that gives people the tools and information they need to enable them to play a bigger role in society. The availability of data can also open new markets for local business, the voluntary and community sectors and social enterprises to run services or manage public assets”*.

24.8 From a procurement data perspective, the Code requires contracting authorities to make the following two (2) sets of data electronically available on a quarterly basis:

- Contracts Register listing all current contracts with a total contract value of £5k and above; and
- Details of all invitations to tenders or invitations to quote that are likely to be issued over the next twelve (12) month period.

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24.9 The Procurement Manager shall be responsible for ensuring that the aforementioned two (2) sets of data are published on a quarterly basis on the Authority's website.

NFCC Savings Register

24.10 The Authority must submit on an annual basis (or as alternatively directed by the NFCC) the completed Savings Register to the appointed NFCC representative.

24.11 The Procurement Manager shall be responsible for ensuring that information contained in the Savings Register is reported accurately.

24.12 The Procurement Manager shall ensure that prior to submission, the Savings Register is reviewed and approved for release by the Assistant Chief Officer.

Home Office Spend Data

24.13 The Authority is required to submit on an annual basis the completed Home Office Spend Data Analysis. The Procurement Manager shall be responsible for liaising with the Authority's Finance Team and relevant members of the Procurement Team with the view of obtaining the required spend data reports and submitting them electronically in accordance with NFCC guidelines.

25.0 Internal Ordering and Requisitioning

Requisitions

25.1 The forms to be used and procedures to be followed in connection with the requisitioning, issuing and return to Stores of all items and the records to be kept are listed below.

25.2 The authorisation and electronic approval of Requisitions and Purchase Orders are shown below:

Description	Responsibility
Electronic Requisition Form (with the exception of Workshops as detailed in relevant paragraph below)	Budget Manager or nominated representative
Purchase Order	Budget Manager or nominated representative
Invoice	Budget Manager or nominated representative
Changes to post holders are made as a result of a notification email from Payroll department. Having made the required amendments to the Microsoft Dynamics workflow in SharePoint and recorded the activities undertaken, the Finance Team will send an email to Procurement detailing the changes made to allow the Procurement system to be updated. The Procurement Team will set-up a new or amend existing user sites on Great Plains. For an existing member of staff that is leaving the service with a Role based login the user card is deactivated. For an existing member of staff that is moving from one location to	Payroll , Chief Accountant or nominated representative and Procurement Manager or nominated representative

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<p>another the information on the user card is changed to reflect the new location. If that movement means a change in role as well as location the role details on the user card is also changed. These changes are recorded on the “notepad” on the site card. The email address on Requisition Manager is changed to reflect the new post holder and the password is re-set and emailed to the new post holder.</p> <p>For a new member of staff joining the service a new site user card is generated containing the relevant location and role where applicable.</p> <p>Where a new post is required a new site card is generated and subsumed within the line manager hierarchy.</p> <p>The email received from Finance is initialled and filed in the ReqManager Routing Changes file.</p>	
<p>Group Heads and Area Commanders are to email the Finance Team should they require changes to the approval limits for their respective groups within Great Plains and the Microsoft Dynamics workflow on SharePoint. Requests for changes will be referred to the Chief Accountant for approval. If approval is granted, the Finance Team will amend the Great Plains Approval Routing Limit and record the activities undertaken. The Finance Team will send an email to Procurement detailing the changes made.</p>	<p>Group Heads / Area Commanders and Chief Accountant or nominated representative</p>
<p>Group Heads and Area Commanders are to email the Finance Section should they require changes to the responsibilities for their respective groups. Requests for changes will be referred to the Chief Accountant for approval. If approval is granted the Finance Section will amend the Great Plains ‘Approval Routing Limit’ and Microsoft Dynamics workflow in SharePoint. The Finance Section will send an email to Procurement detailing the changes made to allow the Procurement system to be updated.</p> <p>The Procurement Team will set-up a new or amend existing user sites on Great Plains.</p> <p>For an existing member of staff that is leaving the service with a Role based login the user card is deactivated. For an existing member of staff that is moving from one location to another the information on the user card is changed to reflect the new location. If that movement means a change in role as well as location the role details on the user card is also changed. These changes are recorded on the “notepad” on the site card. The email address on Requisition Manager is changed to reflect the new post holder and the password is re-set and emailed to the new post holder.</p> <p>For a new member of staff joining the service a new site user card is generated containing the relevant location and role where applicable.</p> <p>Where a new post is required a new site card is generated and subsumed within the line manager hierarchy.</p> <p>The email received from Finance is initialled and filed in the</p>	<p>Group Heads / Area Commanders, Chief Accountant or nominated representative and Procurement Manager or nominated representative</p>

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ReqManager Routing Changes file.	
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Workshops

25.3 Workshops are required to meet the Chief Fire Officers Association guidance for workshop engineering and maintenance. This requirement means that the Authority Workshop must have a system in place to track all work schedules from the point of the job card creation through to warranty and completion of service schedule or works undertaken. To ensure that all work is tracked and traced and all items are coded to the relevant cost centres and Job Card Numbers Workshops use Integration Manager to import Purchase Orders from the MIS system which are electronically routed through to the Purchase Order Workflow for secure approval.

Utilities and Fuel

25.4 Electronic Requisition Forms are not required for the supply of utilities (namely gas, electricity and water) but are required for the supply of Diesel Oil, Fuel Oil, Petrol and Kerosene.

25.5 The completed Electronic Requisition must be submitted for approval to the appropriate Budget Manager as determined by the ReqManager routing policy.

Purchase Orders

25.6 Purchase Orders, which shall be serially numbered, shall indicate clearly the nature and quantity of the materials, works or services to be supplied, details of agreed or estimated prices, relevant discounts and delivery terms.

25.7 Unless the contract was procured under a Framework Agreement, all Purchase Orders shall include the following statement: 'This purchase order is placed in accordance with the Authority's Standard Terms and Conditions of Contract, with which you are deemed to agree. The Terms and Conditions can be accessed electronically from the Bedfordshire Fire and Rescue Service website (<https://www.bedsfire.gov.uk/home.aspx>)

26.0 New Supplier Requests

26.1 The Authority's Responsible Officer (Service Area) will be required to submit New Supplier Request Forms (FSS10) to the Procurement Team by emailing procurement@bedsfire.gov.uk in the event that any one of the following occurs:

26.1.1 The winning Bidder following conclusion of a procurement process in line with the bandings set out in this Policy is a new supplier;

26.1.2 Direct award to a new supplier as a result of a Procurement Exemption which has been signed off in accordance with Section 22.0 (Procurement Exemption Rules) of this Policy. Under this paragraph following receipt of the completed New Supplier Request Form, the Procurement Team shall issue to the new supplier a Suitability Assessment Questionnaire (SAQ). Once the completed Suitability Assessment Questionnaire is received, reviewed and approved by the Procurement Manager, or its representative, the Authority's Responsible Officer (Service Area) will be advised of the same and the process described in paragraph 18.5 shall be applied.

26.2 In any case, New Supplier Request Forms will be rejected and not further processed if any one of the following two (2) conditions applies:

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- 26.2.1 A copy of the signed contract is not attached to the New Supplier Request Form; and / or
- 26.2.2 A copy of the Procurement Exemption (signed in full by all parties involved in the approval process) is not attached to the New Supplier Request Form.

27.0 Freedom of Information ('FOI') Requests

27.1 In the event of a Freedom of Information ('FOI') Request is received in relation to a procurement process undertaken or currently being undertaken by the Authority, the Procurement Manager shall be notified as promptly as possible and it will be the Procurement Manager's responsibility to compile the response to the FOI Request.

28.0 Purdah

28.1 Whenever there is a general election, the country experiences a pre-election phase which is informally referred to as 'purdah'. This involves restrictions for civil servants, as well as government ministers, which act as a means of temporarily rolling back the activities of individuals working in government roles, in the run up to any election.

28.2 While there are no legal restrictions curtailing the activities of public sector contracting authorities during purdah, they are advised to proceed with caution, in order to mitigate the risks of being challenged over decision making. More specifically, the risk that the Authority may be accused of having political motivations for procurement decisions, rather than basing its decisions purely on the merits of the criteria and consideration contained in the published tender documents.

28.3 Actions that are often undertaken by public sector contracting authorities during purdah involve:

- Cancelling or rescheduling release of Selection Questionnaires and Invitation to Tender documents, which are in the early stages of the procurement.
- Delay in releasing intention to award and contract award notices;
- Withdrawing and then quickly re-issuing tender documents as an attempt to avoid accusations of partiality.

28.4 During purdah, all active procurement shall be closely monitored by the Procurement Manager and contract award notices shall not be issued without the Procurement Manager's prior permission.

28.5 In addition to the above, there shall be no internal or external communication activity relating to active procurements during purdah without the Procurement Manager's prior permission.

29.0 Dispute Resolution

29.1 In the event of a dispute between the Procurement Manager, or its representative, and a representative of the Service Area relating to any matter covered by this Policy, such dispute shall be referred to the Head of Governance and Asset Management.

30.0 Review

30.1 The Procurement Manager shall be responsible for ensuring that this Procurement Policy is reviewed on an annual basis, or earlier in the event changes in procurement legislation are imminent.

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30.2 With the above in mind, the Procurement Manager shall be closely monitoring developments in procurement legislation relating to Brexit and shall ensure that the Procurement Policy remains relevant and current.

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