

# **CONTRACT REGULATIONS**

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(a definition for all words using the italics typeface is included in the appendix)

All costs stated in these Contract Regulations are exclusive of VAT, staff costs and fees

#### **FURTHER ADVICE:**

MPA: Deputy Treasurer – Annabel Adams X57206

MPA: Deputy Director Internal Audit – Julie Norgrove X57104

MPS: *Director of Procurement Services* - Anthony Doyle X781590

#### **A BRIEF GUIDE TO CONTRACT REGULATIONS**

These Contract Regulations (issued in accordance with section 135 of the 1972 Local Government Act) are intended to promote good purchasing practice and public accountability, secure compliance with *EU* and UK Public Procurement rules and to deter corruption. Following the rules is the best defence against allegations that a purchase has been made in breach of the

law or fraudulently purchased.

*Officers* responsible for purchasing or disposal must comply with these Contract Regulations and all supporting documentation. Failure to comply will be considered a disciplinary offence. The Regulations lay down minimum requirements and a more thorough procedure may be appropriate for a particular *Contract*. (For example, if Rule 8.2.1 would normally require that quotes be obtained, it might be appropriate in particular circumstances to seek additional *Quotations* in writing or *Tender* submissions. Equally, it may not always be appropriate to make use of an exemption under Rule 3 even if one might apply or be granted.)

For the purposes of these rules, where there is a requirement for communication to be in writing, this shall be deemed to include other electronic means (unless stated otherwise) as well as hard copy. All *Officers* are expected to: -

- Follow the rules if you purchase goods or services or order building work.
- Also have regard for the *Financial Regulations*
- Take all necessary legal, financial and professional advice.
- Bear in mind the “Treaty of Rome” when undertaking any procurement activity i.e. the need to treat tenderers fairly and equally and opening up contract opportunities to a wider market, generally through advertising in some form so as to generate competition.
- Declare any personal financial interest in a *Contract*. Corruption is a criminal offence.
- Prepare a suitable business case and appraise the purchasing need.
- Check whether there is an existing *Corporate Contract*, *Framework Agreement* or any other *Framework Agreement* set up by a “Central Purchasing Body” that can be made use of.
- Normally allow at least four weeks for submission of bids or any statutory prescribed period required (not to be submitted by fax or e-mail unless the Contract is being *E-Tendered*).
- Keep bids confidential.
- Complete a written Contract or purchase order before the supply or works begin, which should be approved by a suitably authorised person in line with the Scheme of Delegation.
- Identify a contract manager with responsibility for ensuring the Contract delivers as intended.
- Keep records of dealings with bidders and suppliers.
- Assess each Contract afterwards to see how well it met the purchasing

need and *Value for Money* requirements.

- Pay due regard to the Authority's Equalities and Diversity Statement and GLA Group Responsible Procurement Policy

In accordance with *Standing Orders*, the regulations will be kept under review by the *Chief Executive, Treasurer and Commissioner* to ensure that the working arrangements of the *Authority* and the *Service* are conducted in accordance with relevant legislation and current best practice. They can only be varied with the approval of the *Authority*.

So far as it is possible to do so, these Regulations must be read and given effect in a way which is compatible with relevant *EU* laws and the *Public Contracts Regulations 2006* or any re-enactment or modification thereof and where that is not possible then the *Authority* shall have the discretion, after considering advice from the *Solicitor to the Authority*, to modify the requirements of these regulations in relation to any *Contract* to secure compatibility with relevant laws and statutory regulations.

# SECTION 1: SCOPE OF CONTRACT REGULATIONS

## 1. BASIC PRINCIPLES

All purchasing and disposal procedures must:

- achieve *Value for Money* for public money spent
- comply with the *Public Contracts Regulations 2006* or any later enactments
- be consistent with the highest standards of integrity
- ensure fairness in allocating public *Contracts*
- comply with all other legal requirements
- ensure that *Non-Commercial Considerations* do not influence any decision within the procurement process
- support the *Authority's* and *Service's* corporate and departmental aims and policies
- comply with the *Authority's Procurement Strategy* and competition policy.
- have the appropriate budget and sufficient authority to proceed.

## 2. OFFICER RESPONSIBILITIES

### 2.1 Officers

2.1.1 *Officers* responsible for purchasing or disposal must comply with these Contract Regulations, *Financial Regulations* and with all UK and *EU* legal requirements. *Officers* must ensure that any *Agents*, *Consultants* and contractual partners acting on their behalf also comply.

2.1.2 *Officers* must:

- have regard to the guidance in the supporting *Procurement Services Manual*
- check whether a suitable *Corporate Contract*, *Framework Agreement* or any other *Framework Agreement* set up by a "*Central Purchasing Body*" exists before seeking to let another *Contract*, where a suitable *Corporate Contract* or *Framework Agreement* exists, this must be used unless there is a suitable business reason not to, which must be recorded in writing
- keep the records required by Rule 6
- take all necessary legal, financial and professional advice.

2.1.3 When any employee either of the *Authority*, *Service* or of a service provider may be affected by any transfer of employment, *Officers* must ensure that the Transfer of Undertaking (Protection of Employment) (*TUPE*) issues are considered and obtain advice from the *Director of Resources* and the Director of Human Resources before proceeding with inviting *Tenders* or *Quotations*. The *Director of Resources* or Director of Human Resources will seek legal advice as and when appropriate.

## **2.2 Chief Executive and Commissioner**

2.2.1 The *Chief Executive* and *Commissioner* must:

- ensure that *Officers* comply with Rule 2.1
- keep registers of:
  - *Contracts* completed by signature, rather than by the *Authority's Seal* (see Rule 16.3) and arrange their safekeeping
  - Appropriately authorised exemptions recorded under Rule 3.

## **3. EXEMPTIONS, COLLABORATIVE AND E-PROCUREMENT ARRANGEMENTS**

3.1 The *Authority* has power to waive any requirements within these Contract Regulations for any project (but it cannot waive any statutory obligation or other rule of law such as *Public Contract Regulations 2006* or any later enactment).

3.2 In exceptional circumstances, the *Commissioner* or his *Authorised Representative* can waive any requirements within these Contract Regulations for all contracts below £100,000. The exemption must also be reported to the *Chief Executive*, (highlighting the exemption criteria that applies and the justification for its use) but prior approval is not required.

3.3 For all exemptions likely to exceed £100,000 prior approval of the Chief Executive, in line with the agreed procedure, must be sought. However where an exemption is necessary because of an unforeseeable emergency involving immediate risk to persons, property or serious disruption to Authority services, the Director of Resources may approve the exemption but must prepare a report for the next Authority meeting to support the action taken.

3.4 Where an exemption is necessary for any of the reasons set out in 3.3 and the *Contract* exceeds or is likely to exceed the *EU Threshold*, the exemption may be approved on behalf of the *Authority* in accordance with the Urgency Procedure defined in the *Authority's Procedural Standing Orders* from time to time.

3.4.1 In all cases, and in keeping with Rule 6, there must be a record kept of

all exemptions and the justification for their use.

- 3.6 The *Treasurer* shall monitor the use of all exemptions.
- 3.7 In order to secure *Value for Money*, the *Authority* may enter into collaborative procurement arrangements.
- 3.8 All purchases made via a *Central Purchasing Body* are deemed to comply with these Contract Regulations and no exemption is required subject always to the Public Contracts Regulation 2006.
- 3.9 The use of *E-Procurement* technology does not negate the requirement to comply with all elements of these Contract Regulations, particularly those relating to competition and *Value for Money*.

#### **4. RELEVANT CONTRACTS**

4.1 All *Relevant Contracts* must comply with these Contract Regulations. A *Relevant Contract* is any arrangement made by, or on behalf of, the *Authority* for the carrying out of works or for the supply of goods, materials or services. These include arrangements for:

- the supply or disposal of goods
- the hire, rental or *lease* of goods or equipment
- the delivery of services, including (but not limited to) those related to:
  - the recruitment of staff (see 4.2)
  - land and property e.g. Facility Management Services
  - professional, financial and consultancy services.

4.2 *Relevant Contracts* do not include:

- *Contracts* of employment which make an individual a direct employee of the *Authority*, or
- property transactions including the acquisition, disposal, or transfer of land (for which *Financial Regulations* shall apply).

### 5. STEPS PRIOR TO PURCHASE

5.1 The *Officer* must make an appraisal of the purchase, in a manner commensurate with the complexity and value of the purchase, and taking into account any guidance in the *Procurement Services Manual*, by:

- appraising the need for the expenditure and its priority and ensuring the purchase accords with the approved policy framework
- assessing the risks associated with the purchase and considering how to manage them
- defining the objectives of the purchase
- considering what procurement method is most likely to achieve the purchasing objectives, including internal or external sourcing, partnering, packaging strategy and collaborative or Framework procurement arrangements with the Greater London Authority, another local authority, government department, statutory undertaker or public service purchasing consortium
- consulting with the *Director of Procurement Services* about the proposed procurement method, contract standards and performance and user satisfaction monitoring for all Contracts in excess of £50,000 and for all contracts under £50,000 consulting users as appropriate
- drafting the terms and conditions that are to apply to the proposed Contract
- Preparation of a written business case setting out these and other relevant matters if the *Total Value* of the purchase exceeds £50,000.

- 5.2 Approval must be sought before the commencement of any procurement or purchase activity in accordance with the table below (see also 5.3).

Total Value	Approval required by
Up to £999,999	In line with the MPS <i>Scheme of Delegation</i>
£1,000,000 to £4,999,999	<i>Management Board</i> or another duly authorised boards as defined in the MPS <i>scheme of delegation</i>
£5,000,000 and above	The <i>Authority</i>

- 5.3 Approval of the *Authority* must also be sought for any proposed expenditure below the delegated authority, which in the opinion of the *Director of Resources*
- (a) raises questions of principle or financial policy;
  - (b) possesses unusual features or involves particular risks;
  - (c) might arouse particular public interest or publicity;
  - (d) concerns a matter of particular importance or sensitivity; or
  - (e) it concerns proposals for outsourcing *Contracts* or is connected with a public/private partnership or public finance initiative.
- 5.4. For all *Contracts* over the *EU Threshold* but below £5M in value, the *Director of Resources* shall submit to the *Authority* a routine contracts programme on a quarterly basis showing a 12 month rolling programme of known *Contracts* that need tendering or reviewing to take up an extension offer. Subject to approval by the *Authority* this routine contracts programme will give authority for the Commissioner to place an *OJEU* advertisement.
- 5.5 For all *Contracts* with a *total value* of £5M or above and in line with 5.2, approval of the *Authority* must be sought before placing an *OJEU* advertisement.
- 5.6 Any unforeseen *Contracts* that come to light in the interim will need to be reported to the *Authority* at the earliest opportunity, and prior to the *OJEU* advertisement being placed.

## 6. RECORDS

6.1 Where the *Total Value* is less than £50,000, the following records must be kept:

- invitations to quote and *Quotations*
- a record:
  - of any exemptions and the reasons for them
  - of the reason if the lowest price is not accepted
  - written records of communications with the successful contractor or an electronic record if a written record of the transaction would normally not be produced.

6.2 Where the *Total Value* exceeds £50,000 the *Officer* must record:

- the method for obtaining bids (see Rule 8.2.1) including, in the case of the Negotiated and / or Competitive Dialogue routes, the justification for using them
- any *Contracting Decision* and the reasons for it
- any exemption under Rule 3 together with the reasons for it
- the *Award Criteria* in descending order of importance
- *Tender* documents sent to and received from *Candidates*
- pre-tender market research
- clarification and post-tender negotiation (to include minutes of meetings)
- the Contract documents
- post-contract evaluation and monitoring
- communications with *Candidates* and with the successful contractor throughout the period of the Contract.

6.3 Records required by this rule must be kept for at least six years after the end of the *Contract* that is in a format easily accessible.

## 7. ADVERTISING AND FRAMEWORK AGREEMENTS

### 7.1 Advertising

7.1.1 *Officers* shall ensure that, where proposed *Contracts*, irrespective of their *Total Value*, might be of interest to potential *Candidates* located in other member states of the *EU*, a sufficiently accessible advertisement is published. Generally, the greater the potential interest of the *Contract* to potential bidders from other member states, the wider the coverage of the advertisement should be. Examples of where such advertisements may be placed include:

- the *Service's* website
- portal websites specifically created for *Contract* advertisements
- national official journals, or
- the Official Journal of the European Union (*OJEU*)/ Tenders Electronic Daily (TED) (even if there is no requirement within the *EU Procedure*).

7.1.2 *Officers* must ensure that all proposed *Contracts* whose *Total Value* is above the *EU Threshold* is at a minimum advertised in the Official Journal of the European Union (*OJEU*)/ Tenders Electronic Daily (TED)

7.1.3 An advertisement is not necessary when awarding a contract through an existing *framework agreement* as the contract will have already been awarded via a competitive process.

7.1.4 *Officers* are responsible for ensuring that all *Candidates* responding to an advertisement for a *Relevant Contract* are suitably assessed. The assessment process shall establish that the potential *Candidates* have sound:

- economic and financial standing
- technical ability and capacity
- ability to fulfil the requirements of the *Authority*.

7.1.5 This shall be achieved in respect of proposed *Contracts* that are expected to exceed £50,000 but which are below the relevant *EU Threshold* by selecting firms from approved shortlists assessed from expressions of interest for a particular *Contract* submitted in response to a public advertisement or from a register of pre-qualified contractors maintained by or on behalf of central government (e.g. ConstructionLine) in accordance with criteria for selection approved by the *Director of Resources*.

## **7.2 Framework Agreements**

- 7.2.1 Without the approval of the *Authority*, given in view of exceptional circumstances, the term of a *Framework Agreement* must not exceed four years and, while an agreement may be entered into with one provider, where an agreement is concluded with several organisations, there must be at least three in number.
- 7.2.2 *Contracts* based on *Framework Agreements* may be awarded only in accordance with the provisions of the *Public Contracts Regulations 2006* or any re-enactment or modification thereof.
- 7.2.3 *Framework Agreements* shall be tendered and awarded in accordance with the procedures detailed within these Contract Regulations.
- 7.2.4 When awarding *Contracts* from a *Framework Agreement* the approval mechanism must follow that for all other *Contract* types as detailed in para 15.4.

## SECTION 3: CONDUCTING PURCHASE AND DISPOSAL

### 8. COMPETITION REQUIREMENTS FOR PURCHASE, DISPOSAL AND PARTNERSHIP ARRANGEMENTS

8.1 The *Officer* must calculate the *Total Value*.

The following procedures apply where there are no other procedures that take precedence. Other procedures may include agency agreements with government. If in doubt, *Officers* must seek the advice of the *Director of Resources*.

#### 8.2 Purchasing – Competition Requirements

8.2.1 Where the *Total Value* for a purchase is within the values in the first column below, the *Tender* process outlined in the second column must be followed. The persons specified in the third column shall do the *Shortlisting*.

<b>Total Value</b>	<b>Tender requirement</b>	<b>Shortlisting</b>
Up to £5,000	One written <i>Quotation</i>	<i>Officer*</i>
£5,001 to £50,000	Three written <i>Quotations</i>	<i>Officer*</i> and <i>Line Manager*</i>
£50,001 to <i>EU Threshold</i>	<i>Invitation to Tender</i> to at least four Tenderers	<i>Line Manager*</i> and <i>Director of Resources</i>
Above <i>EU Threshold</i>	<i>EU Procedure</i> or, where this does not apply, <i>Invitation to Tender</i> to at least four Tenderers	<i>Line Manager*</i> and <i>Director of Resources</i>

\*As defined in the *Business Unit's Local Scheme of Delegation*

8.2.2 Where it can be demonstrated that there are insufficient suitably qualified *Candidates* to meet the competition requirement, all suitably qualified *Candidates* must be invited.

8.2.3 An *Officer* must not enter into separate *Contracts* nor select a method of calculating the *Total Value* in order to avoid or minimise the application of these Contract Regulations.

8.2.4 Where the *EU Procedure* is required, the *Officer* shall consult the *Director of Resources* to determine the method of conducting the purchase.

### 8.3 Assets for Disposal

8.3.1 Assets for disposal must be sent to public auction except where they have no residual value or where better *Value for Money* is likely to be obtained by inviting *Quotations* and *Tenders*. (These may be invited by advertising on the *Authority's* or *Service's* internet site.) In the latter event, the method of disposal of surplus or obsolete stocks/stores or assets other than land must be formally agreed with the *Director of Resources*. This does not apply to property transactions for which *Financial Regulations* shall apply.

### 8.4 Providing Services to External Purchasers

8.4.1 All proposals to bid, *tender* or quote for the provision of services to other organisations (including other GLA functional bodies and local authorities) shall require the specific approval of the *Authority*. This paragraph does not apply to the provision of special policing services under the Police Act 1996 or to the provision of mutual aid by the *Commissioner* to another force under s24 Police Act 1996

### 8.5 Collaborative and Partnership Arrangements

8.5.1 Collaborative and partnership arrangements are subject to all UK and *EU* procurement legislation and must follow these Contract Regulations. If in doubt, *Officers* must seek the advice the *Director of Resources*.

### 8.6 The Appointment of Consultants to Provide Services

8.6.1 All professional and management *Consultants* shall be selected and commissions awarded in accordance with the procedures detailed within these *Contract* regulations and as outlined below.

<b>Total Value</b>	<b>Tender requirement</b>	<b>Shortlisting</b>
Up to £5,000	One written <i>Quotation</i>	<i>Officer</i>
£5,001 to £50,000	Three written <i>Quotations</i>	<i>Officer and Line Manager</i>
£50,001 to <i>EU Threshold</i>	<i>Invitation to Tender</i> to at least four Tenderers	<i>Line Manager and Director of Resources</i>
Above <i>EU Threshold</i>	<i>EU Procedure</i> or, where this does not apply, <i>Invitation to Tender</i> to at least four Tenderers	<i>Line Manager and Director of Resources</i>

8.6.2 The engagement of a *Consultant* shall follow the agreement of a brief that adequately describes the scope of the services to be provided and shall be

subject to completion of a *Contract* of appointment.

8.6.3 Records of consultancy appointments shall be maintained in accordance with Rule 6

8.6.4 *Consultants* shall be required to provide evidence of, and maintain professional indemnity insurance policies to the satisfaction of the relevant *Officer* for the periods specified in the respective agreement.

## **9. PRE-TENDER MARKET RESEARCH AND CONSULTATION**

9.1 The *Officer* responsible for the purchase:

- may consult potential suppliers prior to the issue of the *Invitation to Tender* or, in the case of an EU regulated procurement prior to the issue of an OJEU notice and / or associated bidder qualification documentation, in general terms about the nature, level and standard of the supply, *Contract* packaging and other relevant matters, provided this does not prejudice any potential *Candidate*, but
- must not seek or accept technical, commercial or procedural advice on the preparation of any tender, qualification or requirement advertising documentation from anyone who may have a commercial interest in them, if this may prejudice the equal treatment of all potential *Candidates* or distort competition, and
- should seek advice from the *Director of Resources*
- As part of such a pre-market engagement, the *Officer* may seek to alert potential suppliers that the Authority plans to start a detailed procurement project through the advertising of an appropriately drafted Prior Information Notice (PIN) in the Official Journal of the European Union (OJEU)/ Tenders Electronic Daily (TED). For note PINs are not invitations to *Candidate* to apply for inclusion on a tender list and install no obligation on the Authority to issue a subsequent tender. Approval of the *Authority* must be sought before the issuing of a PIN.

## **10. STANDARDS AND AWARD CRITERIA**

10.1 The *Officer* must ascertain what are the relevant British, European or international standards that apply to the subject matter of the *Contract*. The *Officer* must include those standards that are necessary properly to describe the required quality. The *Director of Resources* must be consulted if it is proposed to use standards other than European standards.

10.2 The *Officer* must define *Award Criteria* that are appropriate to the purchase and designed to secure an outcome giving *Value for Money* for the *Authority*. The basic criteria shall be that which:

- (a) is the 'most economically advantageous' from the point of view of the contracting authority; or
  - (b) offers the 'lowest price' where payment is to be made by the *Authority*
  - (c) offers the 'highest price' if payment is to be received
- 10.3 If the first criterion is adopted, it must be further defined by reference to sub-criteria that may refer only to relevant considerations. These may include price, service, quality of goods, running costs, technical merit, previous experience, delivery date, cost effectiveness, quality, relevant environmental and other responsible procurement considerations, aesthetic and functional characteristics (including security and control features), safety, after-sales services, technical assistance and any other relevant matters.
- 10.4 The Officer shall notify the Chief Executive in writing of any Contract not awarded in accordance with the criteria detailed in paragraph 10.2.
- 10.5 *Award Criteria* must not include:
- *Non-Commercial Considerations*
  - matters that discriminate against suppliers from the *European Economic Area* or signatories to the *Government Procurement Agreement*.

## **11. TENDERING**

- 11.1 *Contracts* for values in excess of the *EU Thresholds* can be let using the following procurement processes:-
- *Open or Restricted Procedure*
  - *Negotiated Procedure*
  - *Competitive Dialogue*
- (save where an exemption is conferred under EC laws and or the *Public Contracts Regulations 2006* and the *Authority* approves the reliance on such an exemption)
- 11.2 The *Open/Restricted* process should normally be followed. In exceptional circumstances the *Negotiated* or *Competitive Dialogue* processes maybe used. However given the potential complexities of using either of these procedures, prior approval of the *Authority* must be sought before they are used.
- 11.3 All *Tender* documentation shall state that only in exceptional circumstances will a *Tender* be considered that has not been received by the date and time stipulated in the *Invitation to Tender*. The *Chief Executive* must be notified, in writing, of all circumstances a late *Tender* has been accepted giving the reasons for acceptance.
- 11.4 All *Tender* documentation shall include as a minimum the following:

- A specification that describes the *Authority's* requirements in sufficient detail to enable the submission of competitive offers.
- A requirement for tenderers to declare that the *Tender* content, price or any other figure or particulars concerning the *Tender* have not been disclosed by the tenderer to any other party (except where such a disclosure is made in confidence for a necessary purpose).
- A requirement for tenderers to complete fully and sign all *Tender* documents including a form of *Tender* and certificates relating to canvassing and non-collusion.
- Notification that *Tenders* are submitted to the *Authority* on the basis that they are compiled at the tenderer's expense.
- A description of the Award Procedure and, unless defined in a prior advertisement, a definition of the Award Criteria in objective terms and if possible in descending order of importance or an indication of the weighted importance of each award criteria.
- Notification that no *Tender* will be considered unless it is enclosed in a sealed envelope or container which bears the word "Tender" followed by the subject to which it relates, but no other name or mark indicating the sender. If a contract is being *E-Tendered* then the *Tender* should be submitted in line with the *E-Tendering* process agreed with the *Treasurer*.
- A stipulation that any *Tenders* submitted by fax or other electronic means shall not be considered unless *Contracts* are being *E-Tendered* where the *Tenders* should be submitted in line with the *E-Tendering* process agreed with the *Treasurer*.
- The method by which any arithmetical errors discovered in the submitted *Tenders* is to be dealt with. In particular, whether the overall price prevails over the rates in the *Tender* or vice versa.
- Include the *Director of Procurement Services Diversity and Environmental Questionnaires*.

11.5 All *Tender* documentation must:-

- Specify the goods, service or works that are required, together with the terms and conditions of *Contract* that will apply (see Rule 16).
- state that the *Authority* is not bound to accept any *Quotation* or *Tender*.

11.6 All *Candidates* invited to *Tender* or quote must be issued with the same information at the same time and subject to the same conditions. Any supplementary information must be given on the same basis.

## 12. SHORTLISTING

12.1 Any *Shortlisting* must have regard to the financial and technical standards relevant to the *Contract* and the *Award Criteria*. Special rules apply in respect of the *EU Procedure*.

12.2 The *Officers* responsible for *Shortlisting* are specified in Rule 8.2.1.

### **13. SUBMISSION, RECEIPT AND OPENING OF TENDERS/ QUOTATIONS**

13.1 *Candidates* must be given an adequate period in which to prepare and submit a proper *Quotation* or *Tender*, consistent with the complexity of the *Contract* requirement. Normally at least four weeks should be allowed for submission of *Tenders*. The *EU Procedure* lays down specific time periods (see guidance in the *Procurement Services Manual*).

13.2 All *Tenders* must be returned to the nominated *Officer* who must be a different person to that issuing the *Tender* documentation.

13.3 *Tenders* received by fax or other electronic means (e.g. email) must be rejected, unless they have been sought in accordance with the *E-Tendering* system approved by the *Treasurer*.

13.4 Prior to the closing date for the receipt of *tenders* the *Officer* must not disclose the names of *Candidates* to any staff involved in the receipt, custody or opening of *Tenders*.

13.5 The *Director of Resources* or the *Nominated Person* (for all *Tenders* below £50,000) shall be responsible for the safekeeping of *Tenders* until the appointed time of opening. Each *Tender* must be:

- suitably recorded so as to subsequently verify the date and precise time it was received
- adequately protected immediately on receipt to guard against amendment of its contents
- recorded immediately on receipt in the *Tender Record Log*.

13.6 The *Director of Resources* or *Nominated Person* must ensure that all *Tenders* are opened at the same time when the period for their submission has ended. The *Officer* or his or her representative must be present. *Tenders* must be opened in the presence of two *Officers* representing the *Commissioner* neither of whom can be involved in the direct management, evaluation or supervision of the *Contract*. Where the *Total Value* is more than the *EU Threshold*, one must be the *Nominated Person* within *Procurement Services*. If an *E-Tendering* process is being used the *tenders* must be opened in accordance with the *E-Tendering* system approved by the *Treasurer*.

13.7 Upon opening, a summary of the main terms of each *Tender* (i.e. significant issues that are unique to each *Tender* submission and were not stated in the

*Tender* invitation documents such as *Tender* sum, construction period, etc) must be recorded in the *Tender Record Log*. The summary must be initialled on behalf of the *Director of Resources*.

#### **14. CLARIFICATION PROCEDURES AND POST-TENDER NEGOTIATION**

- 14.1 Providing clarification of an *Invitation to Tender* or Best and Final offer (if using the negotiated route) to potential or actual *Candidates* or seeking clarification of a *Tender*, whether in writing or by way of a meeting, is permitted. However, discussions with tenderers after submission of a *Tender* and before the award of a *Contract* with a view to obtaining adjustments in price, delivery or content (i.e. post-tender negotiations) must be the exception rather than the rule. In particular, they must not be conducted in an *EU Procedure* where this might distort competition, especially with regard to price.
- 14.2 If post-tender negotiations are necessary after a single-stage *Tender* or after the second stage of a two-stage *Tender*, then such negotiations shall only be undertaken with the tenderer who is identified as having submitted the best *Tender* and after all unsuccessful *Candidates* have been informed. During negotiations tendered rates and prices shall only be adjusted in respect of a corresponding adjustment in the scope or quantity included in the *Tender* documents. *Officers* appointed by the *Director of Resources* to carry out post-tender negotiations should ensure that there are recorded minutes of all negotiation meetings and that both parties agree actions in writing.
- 14.3 Post-tender negotiation must only be conducted in accordance with the guidance issued by the *Director of Resources* who must be consulted wherever it is proposed to enter into post-tender negotiation. A team of at least two *Officers*, one of whom must be from a business unit independent to that leading the negotiations, must conduct negotiations.
- 14.4 Where post-tender negotiation results in a fundamental change to the specification (or *Contract* terms) the *Contract* must not be awarded but re-tendered.

#### **15. EVALUATION, AWARD OF CONTRACT, AND DEBRIEFING CANDIDATES**

- 15.1 Apart from the debriefing required or permitted by these *Contract* Regulations, the confidentiality of *Quotations*, *Tenders* and the identity of *Candidates* must be preserved at all times and information about one *Candidate's* response must not be given to another *Candidate*.
- 15.2 *Contracts* must be evaluated and awarded in accordance with the *Award Criteria*. During this process, *Officers* shall ensure that submitted *Tender*

prices are compared with any pre-tender estimates and that any discrepancies are examined and resolved satisfactorily.

- 15.3 The arithmetic in compliant *Tenders* must be checked. If arithmetical errors are found they should be notified to the tenderer, who should be requested to confirm or withdraw their *Tender*. Alternatively, if the rates in the *Tender*, rather than the overall price, were stated within the *Tender* invitation as being dominant, an amended *Tender* price may be requested to accord with the rates given by the tenderer.
- 15.4 *Officers* may accept *Quotations* and *Tenders* received in respect of proposed *Contracts*, provided they have been sought and evaluated fully in accordance with these *Contract* Regulations and have been approved by the relevant *Officer* or *Decision Making Body* as detailed in the table below (see also 15.5).

<b>Total Value</b>	<b>Approval required by</b>
Up to £999,999	In line with the MPS <i>Scheme of Delegation</i>
£1,000,000 to £4,999,999	<i>Management Board</i> or another duly authorised board as defined in the MPS <i>scheme of delegation</i>
£5,000,000 and above	The <i>Authority</i>

- 15.5 Approval of the *Authority* must also be sought before accepting any *Quotations* and *Tenders* below the delegated *Authority*, which in the opinion of the *Director of Resources*
- a) raises questions of principle or financial policy;
  - b) possesses unusual features or involves particular difficulty;
  - c) might arouse particular public interest or publicity;
  - d) concerns a matter of particular importance or sensitivity; or
  - e) it concerns proposals for outsourcing *Contracts* or is connected with a public/private partnership of public finance initiative.
- 15.6 Where the *Total Value* is over the *EU Threshold*, the *Officer* must notify all *Candidates* simultaneously and as soon as possible of the intention to award the *Contract* to the successful *Candidate*. The *Officer* must provide unsuccessful *Candidates* with a period of at least ten working days in which to challenge the decision before the *Officer* awards the *Contract*. If the decision is challenged by an unsuccessful *Candidate* then the *Officer* shall not award the *Contract* and shall immediately seek the advice of the *Director of*

*Resources.*

- 15.7 The *Officer* shall debrief in writing (unless a face-to-face meeting has been requested) all those *Candidates* who submitted a bid about the characteristics and relative advantages of the leading bidder.

## SECTION 4: CONTRACT AND OTHER FORMALITIES

### 16. CONTRACT DOCUMENTS

#### 16.1 Relevant Contracts

16.1.1 All *Relevant Contracts*, irrespective of value shall be in writing and shall clearly specify:

- what is to be supplied (i.e. the works, materials, services, matters or things to be furnished, had or done)
- the provisions for payment (i.e. the price to be paid and when)
- the time, or times, within which the *Contract* is to be performed
- the provisions for the *Authority* to terminate the *Contract*
- Ownership of intellectual property rights

16.1.2 The *Authority's* order form or standard terms and conditions issued by a relevant professional body must be used wherever possible.

16.1.3 In addition, every *Relevant Contract* of purchase over £50,000 must also state clearly as a minimum:

- that the contractor may not assign or sub-contract without prior written consent
- any insurance requirements
- health and safety requirements
- ombudsman requirements
- environmental requirements
- responsible procurement requirements
- data protection requirements, if relevant
- that charter standards are to be met if relevant
- race relations requirements
- Disability Discrimination Act requirements
- Freedom of Information Act requirements
- where *Agents* are used to let *Contracts*, that *Agents* must comply with the *Authority's Contract Regulations*
- a right of access to relevant documentation and records of the contractor for monitoring and audit purposes if relevant.

16.1.4 The formal advice of the *Director of Resources* must be sought for the following *Contracts*:

- where the *Total Value* exceeds £50,000
- those involving *Leasing* arrangements
- where it is proposed to use a supplier's own terms
- those that are novel or unusual in any other way.

## **16.2 Contract Formalities**

16.2.1 All *Contracts* must be concluded formally in writing before the supply, service or construction work begins, except in exceptional circumstances, and then only with the written consent of the *Chief Executive*. An award letter is insufficient.

16.2.2 The *Officer* responsible for securing signature of the *Contract* must ensure that the person signing for the other contracting party has authority to bind it. It is expected that the other contracting party will sign the *Contract* in advance of the *Authority*.

## **16.3 Sealing**

16.3.1 The *Seal* of the MPA must not be affixed without the authority of the *Authority* and can only be affixed by the *Chief Executive*.

16.3.2 All *Contracts*, agreements or transactions:-

- in respect of which there is no consideration; or
- that relate to the provision of goods and services by the *Authority* to another body and which exceed £250,000 in value over the life of the *Contract*; or
- that exceed £1,000,000 in value over the life of the *Contract* (in money or money's worth); or
- which grant or convey an interest in land; or
- which are grants that exceed the sum of £150,000

must be in writing and executed as a deed under *seal* in accordance with these *Contract Regulations*

16.3.3 Other *Contracts*, agreements or transactions shall be executed under *seal* if the *Chief Executive* or the *Solicitor to the Authority* considers that to do so would be in the *Authority's* best interest in view of the importance of the subject matter or the level of the risk

16.3.4 *Contracts* below £1,000,000 (except as specified above) shall be in writing (which includes the *Authority's* official order form) and signed by or on behalf of the *Authority* by a person duly authorised in accordance with the *Scheme of Delegations*, *Financial Regulations*, and any relevant financial procedures

issued by the *Treasurer*.

## **17. BONDS AND PARENT COMPANY GUARANTEES**

17.1 The *Officer* must consult the *Director of Resources* about whether a *Parent Company Guarantee* is necessary when a Tenderer is a subsidiary of a parent company and:

- the *Total Value* exceeds £250,000, or
- award is based on evaluation of the parent company, or
- there is some concern about the stability of the *Candidate*.

17.2 The *Officer* must consult the *Director of Resources* about whether a *Bond* is needed:

- where the *Total Value* exceeds £1,000,000, or
- where it is proposed to make stage or other payments in advance of receiving the whole of the subject matter of the *Contract* and there is concern about the stability of the *Tenderer*.

## **18. PREVENTION OF CORRUPTION**

18.1 The *Officer* must comply with the *Authority's Good Conduct and Anti Fraud Policy* and must not invite or accept any gift or reward in respect of the award or performance of any *Contract*. It will be for the *Officer* to prove that anything received was not received corruptly. High standards of conduct are obligatory. Corrupt behaviour will lead to dismissal and is a crime under the statutes referred to in Rule 18.2 below.

18.2 The following clause must be put in every written *Authority Contract*:

### ***“Corrupt Gifts and Payment***

*“1.1 The Contractor shall not:*

*1.1.1 offer to give or agree to give to any person employed by, appointed by or representing the Authority any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Agreement or any other agreement with the Authority or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement with the Authority;*

*1.1.2 enter into this Agreement or any other agreement with the Authority in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge, unless before the agreement is made particulars of any such commission and the terms and conditions of*

*any agreement for the payment thereof have been disclosed in writing to the MPA.*

- 1.2 *Any breach of this Clause by the Contractor or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by it or acting on its behalf under the Prevention of Corruption Acts 1889 to 1916, in relation to this or any other agreement with the Authority shall entitle the Authority to terminate this Agreement and recover from the Contractor for any loss, liability, damage, cost or expense associated with such termination.*
- 1.3 *Any dispute, difference or question arising in respect of the interpretation of this Clause (except so far as the same may relate to the amount recoverable from the Contractor under the Clause in respect of any loss resulting from such termination of this Agreement), the right of the Authority to terminate this Agreement, or the amount of value of any such gift, consideration or commission shall be decided by the Authority whose decision shall be final and conclusive.”*

## **19. ETHICS AND INTERESTS – MEMBERS AND OFFICERS**

- 19.1 *Officers must give immediate written notice to the Commissioner or Chief Executive as appropriate of any interest, financial or otherwise, that they may have in any procurement activity. An “interest” is broadly defined as an issue that might reasonably be regarded as affecting the Officer their relatives or friends, to a greater extent than other inhabitants in the Metropolitan District.*
- 19.2 *Members of the Authority are required by the Authority’s Members Code of Conduct to declare any personal or prejudicial interest in any matter, such as in this context the letting of Contracts. The definition of what constitutes a personal or prejudicial interest is defined in the Code of Conduct. The Code also sets out what is required of a member in such circumstances.*

## SECTION 5: CONTRACT MANAGEMENT

### 20. MANAGING CONTRACTS

- 20.1 All *Contracts* must have a named contract manager for the entirety of the *Contract*.
- 20.2 Contract managers must follow the procedures set out in the *Procurement Services Manual*.

### 21. RISK ASSESSMENT AND CONTINGENCY PLANNING

- 21.1 A business case must be prepared for all procurements with a potential value of over £50,000. Provision for resources for the management of the *Contract*, for its entirety, must be identified in the business case.
- 21.2 Contract managers must for all *Contracts* with a value of over £50,000:
- maintain a risk register during the *Contract* period
  - undertake appropriate risk assessments and for identified risks ensure contingency measures are in place and the *contract* specification clearly documents what these are.

### 22. CONTRACT MONITORING, EVALUATION AND REVIEW

- 22.1 All *Contracts* which have a value higher than the *EU Threshold* limits, or which are *High Risk*, are to be subject to monthly formal review with the contractor. The review may be conducted quarterly if permitted by the *Director of Resources*.
- 22.2 For all *Contracts* with a value of £1 million or more, or which are *High Risk*, an annual report must be submitted to *Investment Board*.
- 22.3 A Gateway review process must be applied to all *Contracts* deemed to be *High Risk*, *High Value*, or *High Profile*. This process must be applied at key stages of major procurements.
- 22.4 During the life of the *Contract*, the *Officer* must monitor in respect of:
- performance
  - compliance with specification and *Contract*
  - cost
  - any *Value for Money* requirements
  - user satisfaction and risk management.

22.5 Where the *Total Value* of the *Contract* exceeds £50,000, the *Officer* must make a written report to the relevant *Officer* or *Decision Making Body* as detailed in the table below, evaluating the extent to which the purchasing need and the *Contract* objectives (as determined in accordance with Rule 5.1) were met by the *Contract*. This should be done normally when the *Contract* is completed. Where the *Contract* is to be re-let, a provisional report should also be available early enough to inform the approach to re-letting of the subsequent *Contract*.

<b>Original Contract Value</b>	<b>Report required for</b>
Up to £999,999	The relevant <i>Officer</i> in line the MPS <i>Scheme of Delegation</i>
£1,000,000 to £4,999,999	<i>Management Board</i> or another duly authorised Board in line with the MPS <i>scheme of delegation</i>
£5,000,000 and above	The <i>Authority</i>

### 23. CONTRACT EXTENSIONS

23.1 All *contract* extension that are not provided for in the *contract* must be approved in accordance with the table below if the extension will:-

- Extend the *contract* period by 10% or more than 12 calendar months whichever is the smaller.
- Mean the works, services or goods to be added to or deleted from the *contract* are substantially different in scope.

<b>Original Contract Value</b>	<b>Report required for</b>
Up to £999,999	In line with the MPS <i>scheme of delegation</i>
£1,000,000 to £4,999,999	<i>Management Board</i> or another duly authorised Board in line with the MPS <i>scheme of delegation</i>
£5,000,000 and above	The <i>Authority</i>

23.2 Approval must be sought with sufficient time for a new *contract* to be let if need be. Poor planning is not justification for seeking a *contract* extension.

## **24. CONTRACT VARIATIONS**

- 24.1 For all *contracts* with an original value of £5M or more, all *contract* variations must be approved by the *Chief Executive* if the variation or accumulation of variations are in excess of 10% or £1M whichever is the least. The *Chief Executive* will have the discretion to seek approval of the *Authority* as and when he/she feels it appropriate.
- 24.2 Where a *contract* is likely to be subject to a number of variations, alternative approval processes as agreed with the *Treasurer* can be put in place.
- 24.3 For all *contracts* with an original value of less than £5M, variations are to be approved in line with the *MPS scheme of delegation*.

## DEFINITIONS APPENDIX

Agent	A person or organisation acting on behalf of the <i>Authority</i> or on behalf of another organisation.
Authorised Representative	An <i>Officer</i> authorised in writing to act on behalf of another <i>Officer</i> in exercising their delegated powers
Authority	The Metropolitan Police Authority
Award Criteria	The criteria by which the successful <i>Quotation</i> or <i>Tender</i> is to be selected (see further Rules 10 and 11 .2e).
Award Procedure	The procedure for awarding a <i>Contract</i> as specified in Rules 8, 10 and 15.
Bond	An insurance policy: if the contractor does not do what it has promised under a <i>Contract</i> with the <i>Authority</i> , the <i>Authority</i> can claim from the insurer the sum of money specified in the <i>Bond</i> (often 10% of the <i>Contract</i> value). A <i>Bond</i> is intended to protect the <i>Authority</i> against a level of cost arising from the contractor's failure.
Business Unit's Local Scheme of Delegation	Decisions that the <i>Chief Executive</i> or <i>Commissioner</i> has delegated to his/her <i>Officers</i>
Candidate	Any person who asks or is invited to submit a <i>Quotation</i> or <i>Tender</i> , referred to as an economic operator within the <i>Public Contracts Regulations 2006</i>
Central Purchasing Body	a contracting authority which:- (a) acquires goods or services intended for one or more contracting authorities; (b) awards public <i>Contracts</i> intended for one or more contracting authorities; or (c) concludes <i>Framework Agreements</i> for work, works, goods or services intended for one or more contracting authorities
Chief Executive	The <i>Chief Executive</i> and statutory officer of the <i>Authority</i> , or their Authorised Deputy.
Commissioner	The Head of the Metropolitan Police Service, or their Authorised Deputy
Consultant	Someone employed for a specific length of time to work to a defined project brief with clear outcomes to be delivered, who brings specialist skills or knowledge to the role, and where the <i>Authority</i> has no ready access to employees with the skills, experience or capacity to undertake the work.

Competitive Dialogue	means a procedure: - (a) in which any economic operator may make a request to participate; and (b) whereby a contracting authority conducts a dialogue with the economic operators admitted to that procedure with the aim of developing one or more suitable alternative solutions capable of meeting its requirements and on the basis of which the economic operators chosen by the contracting authority are invited to <i>Tender</i> ;
Contract	A commercial agreement for the provision of goods or services between two or more individuals or organisations, which is legally enforceable. The terms of must be in writing.
Contracting Decision	Any of the following decisions: <ul style="list-style-type: none"> <li>• composition of Approved Lists</li> <li>• withdrawal of <i>Invitation to Tender</i></li> <li>• whom to invite to submit a <i>Quotation</i> or <i>Tender</i></li> <li>• <i>Shortlisting</i></li> <li>• award of <i>Contract</i></li> <li>• any decision to terminate a <i>Contract</i></li> </ul>
Corporate Contract	A <i>Contract</i> let by <i>Procurement Services</i> to support the <i>Service's</i> aim of achieving <i>Value for Money</i> .
Decision Making Body	A body e.g. Investment Board or a Committee of the <i>Authority</i> that has the authority to make decisions
Diversity Questionnaire	A questionnaire sent out to all <i>Candidates</i> . The results of which are used to produce overall statistics regarding the diversity, gender, disability, ethnicity etc of the <i>Service's</i> suppliers.
Director of Procurement Services	The <i>Director of Procurement Services</i> or their Authorised Deputy
Director of Resources	The <i>Director of Resources</i> , their Authorised Deputy or <i>nominated person</i> as defined in the <i>Services scheme of delegation</i>
E- Procurement	The use of electronic methods in the procurement process
E-Tender	The submission of <i>Tender</i> documentation electronically via an agreed e tendering process

Equalities and Diversity Statement	Factors to be considered when purchasing goods and services in recognition of the need to reduce inequalities and promote diversity.
EU	European Union
EU Procedure	The procedure required by the <i>EU</i> where the <i>Total Value</i> exceeds the <i>EU Threshold</i> .
EU Threshold	The <i>Contract</i> value at which the <i>EU</i> public procurement directives and <i>Public Contracts Regulations 2006</i> apply.
European Economic Area	The 15 members of the European Union, and Norway, Iceland and Liechtenstein.
Financial Regulations	The <i>Financial Regulations</i> outlining <i>Officer</i> responsibilities for financial matters issued by the <i>Treasurer</i> in accordance with <i>Standing Orders</i> .
Framework Agreement	An agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing <i>Contracts</i> to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.
GLA Group Responsible Procurement policy	GLA policy aimed at improving London's sustainability through procurement.
Good Conduct and Anti Fraud Policy	The policy in relation to good conduct and fraud and corruption, which it is expected that every Member and <i>Officer</i> should follow.
Government Procurement Agreement	The successor agreement to the General Agreement on Trade and Tariffs. The main signatories other than those in the <i>European Economic Area</i> are the USA, Canada, Japan, Israel, South Korea, Switzerland, Norway, Aruba, Hong Kong, China, Liechtenstein and Singapore.
High Profile	A high-profile purchase is one that could have an impact on functions integral to <i>Authority</i> service delivery should it fail or go wrong.
High Risk	A high-risk purchase is one which presents the potential for substantial exposure on the <i>Authority's</i> part should it fail or go wrong.
High Value	A high-value purchase is where the value exceeds the <i>EU Threshold</i> values.
Invitation to Tender	<i>Invitation to Tender</i> documents in the form required by these <i>Contract Regulations</i> .

Lease	A commercial agreement for the long-term rental of goods
Line Manager	The <i>Officer's</i> immediate superior.
Management Board	The Senior Management Team of the Metropolitan Police Service. Composed of the <i>Commissioner</i> and nine senior police and police staff management.
Members Code of Conduct	Code of Conduct that Members of the <i>Authority</i> must observe when undertaking business of the <i>Authority</i> or acting as a representative.
Negotiated Procedure	A procedure leading to the award of a <i>Contract</i> whereby the contracting authority negotiates the terms of the <i>Contract</i> with one or more <i>Candidates</i> they have selected.
Nominated Person	An <i>Officer</i> nominated in writing to undertake certain duties on behalf of another <i>Officer</i>
Nominated Suppliers and Sub-contractors	Those persons specified in a main <i>Contract</i> for the discharge of any part of that <i>Contract</i> .
Non-Commercial Considerations	<p>(a) The terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion, transfer or training of or the other opportunities afforded to, their workforces ('workforce matters').</p> <p>(b) Whether the terms on which contractors <i>Contract</i> with their sub-contractors constitute, in the case of <i>Contracts</i> with individuals, <i>Contracts</i> for the provision by them as self-employed persons of their services only.</p> <p>(c) Any involvement of the business activities or interests of contractors with irrelevant fields of government policy.</p> <p>(d) The conduct of contractors or workers in industrial disputes between them or any involvement of the business activities of contractors in industrial disputes between other persons ('industrial disputes').</p> <p>(e) The country or territory of origin of supplies to, or the location in any country or territory of the business activities or interests of, contractors.</p> <p>(f) Any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees.</p> <p>(g) Financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support.</p>

(h) Use or non-use by contractors of technical or professional services provided by the authority under the Building Act 1984 or the Building (Scotland) Act 1959.

(i) Workforce matters and industrial disputes, as defined in paragraphs (a) and (d) cease to be *Non-Commercial Considerations* to the extent necessary or expedient to comply with *Value for Money*; or where there is a transfer of staff to which the Transfer of undertakings (Protection of Employment) Regulations 1981 (*TUPE*) may apply.

Officer	All staff within the <i>Service</i> and <i>Authority</i> and all Police <i>Officers</i>
OJEU	Official Journal of the European Union
Open Procedure	A procedure leading to the award of a <i>Contract</i> whereby all <i>Candidates</i> may <i>Tender</i> for the <i>Contract</i>
Parent Company Guarantee	A <i>Contract</i> which binds the parent of a subsidiary company as follows: if the subsidiary company fails to do what it has promised under a <i>Contract</i> with the <i>Authority</i> , the <i>Authority</i> can require the parent company to do so instead.
Procurement Services	The <i>Service's</i> central procurement unit charged with providing strategic direction and advice to secure <i>Value for Money</i> in the <i>Authority</i> and <i>Service's</i> procurement activities.
Procurement Strategy	The document setting out the <i>Authority's</i> approach to procurement and key priorities for the next few years.
Procurement Services Manual	The suite of guidance documents, together with a number of standard documents and forms, which supports the implementation of these <i>Contract</i> Regulations. The guide is available on the <i>Service's</i> intranet. (This is also known as the Standard Operating Procedures)
Public Contracts Regulations 2006	Regulations that came into force 31 <sup>st</sup> January 2006, which Public Bodies must comply with when awarding a <i>Contract</i>
Quotation	A <i>Quotation</i> of price and any other relevant matter (without the formal issue of an <i>Invitation to Tender</i> ).
Relevant Contract	<i>Contracts</i> to which these <i>Contract</i> Regulations apply (see Rule 4).
Restricted Procedure	A procedure leading to the award of a <i>Contract</i> whereby only <i>Candidates</i> selected by the contracting authority may submit <i>Tenders</i> for the <i>Contract</i> ;

Scheme of Delegation	Sets out decisions that the <i>Authority</i> has delegated to <i>Officers</i> within the <i>Authority</i> and the <i>Commissioner</i> .
Seal	The Common <i>Seal</i> of the <i>Authority</i> must be affixed for certain <i>Contracts</i> , agreements and transactions
Service	The Metropolitan Police Service
Shortlisting	The process of selecting <i>Candidates</i> who are to be invited to quote or bid or to proceed to final evaluation.
Standing Orders	The set of rules which regulate the conduct of the <i>Authority's</i> business to ensure fair and accountable decision making.
Strategic Sourcing Exercise	Process undertaking before tendering <i>Contracts</i> which helps in ensuring success in the procuring of goods and services.
Tender	A <i>Candidates</i> response submitted in response to an <i>Invitation to Tender</i>
Tender Record Log	The log kept by the <i>Director of Resources</i> to record details of <i>Tenders</i> (see Rule 13.5).
Treasurer	The Chief Financial Officer of the <i>Authority</i> or their Authorised Deputy.
Total Value	<p>The whole of the value or estimated value (in money or equivalent value) for a single purchase or disposal calculated as follows:</p> <ul style="list-style-type: none"> <li>(a) where the <i>Contract</i> is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the period</li> <li>(b) where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions in the coming 12 months</li> <li>(c) where the <i>Contract</i> is for an uncertain duration, by multiplying the monthly payment by 48</li> <li>(d) for feasibility studies, the value of the scheme or <i>Contracts</i> which may be awarded as a result to the same company that has undertaken the feasibility work</li> <li>(e) for <i>Nominated suppliers and Sub-Contractors</i>, the <i>Total Value</i> shall be the value of that part of the main <i>Contract</i> to be fulfilled by the Nominated Supplier or Sub-contractor.</li> </ul>

## TUPE

Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006 No.246) Subject to certain conditions, these regulations apply where responsibility for the delivery of works or services for the *Authority* is transferred from one organisation (e.g. private contractor, local authority in-house team) to another (e.g. following a contracting-out or competitive tendering process) and where the individuals involved in carrying out the work are transferred to the new employer. These regulations seek to protect the rights of employees in such transfers, enabling them to enjoy the same terms and conditions, with continuity of employment, as existed with their former employer. Broadly, *TUPE* regulations ensure that the rights of employees are transferred along with the business

## Value for Money

*Value for Money* is not the lowest possible price; it combines goods or services that fully meet your needs, with the level of quality required, delivery at the time you need it, and at an appropriate price.

