



Procurement Policy (Surrey and Sussex) (596/2025)

Abstract

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Policy

1. Introduction

1.1 Procurement is the acquisition of goods, services and works and covers the full life cycle from identification of the business need through to disposal of the asset or service. Surrey Police, Sussex Police and Crime Commissioners (PCCs) joined their procurement functions together in 2013 to establish a Joint Procurement Service which works across both Police Forces to build resilience and depth and move the function to a more consultative and proactive service which will:

- Deliver value for money.
- Evidence a robust, ethical and transparent approach.
- Support the delivery of priorities as set out in the PCCs' Police and Crime Plans.
- Promote the National Procurement Strategy.
- Provide compliance with procurement legislation.

1.2 This procurement policy outlines the approved parameters within which all goods, services and works required by both Police Forces are to be obtained. It is intended to be a summary of the Police Forces procurement obligations and must be read in conjunction with the Joint Surrey and Sussex Contract Standing Orders (CSOs) found on the Joint Procurement Service intranet site. Where there is any inconsistency between this policy and the CSOs the CSO shall take precedence.

2. Scope

2.1 The Joint Surrey and Sussex Contract Standing Orders detail the processes related to all expenditures for the supply of goods, works and services to both Forces. CSOs also provide end user guidance and instructions around Tendering Procedures and Contract Management.

When executing any procurement functions on behalf of both Police Forces, due regard should be given to the Forces procurement obligations under prevailing UK procurement legislations such as the Procurement Act 2023 and the Public Services (Social Value) Act 2012 (the Act) where services are being procured.

The underlying principles of the Act are that public bodies such as the Police Forces must ensure that they execute their procurement obligations in a manner that is transparent, non-discriminatory and treats bidders equally. The purpose of this policy is to highlight how Police Forces have decided to execute their procurement obligations.

3. Policy Statement

3.1 Surrey Police and Sussex Police believe that by joining procurement activity and working together we are able to deliver an efficient, effective and professional procurement service to both Forces whilst aligning with the collaboration plans for both Forces and making cost savings by utilising contract rationalisation and alignment. Procurement activities and processes are fundamental to service improvement and ensuring value for money is achieved and demonstrated to the public we serve.

Procedure

1. The Joint Procurement Service

1.1 The Joint Procurement Service has offices at both Surrey Police HQ and Sussex Police HQ. The service is currently structured so that there is a Senior Procurement Officer (SPO) that supports each portfolio area within the Forces. The SPO acts in a similar capacity to business partners in other enabling services, having responsibility for stakeholder relationships with key stakeholders, acting as the primary conduit for requests for procurement support and providing strategic support and advice in respect of procurement activities. The team can be contacted via the generic email address.

2. The Role of the Joint Procurement Service

2.1 In Surrey Police and Sussex Police the Joint Procurement Service provides a key role in the procurement of Goods, Works and Services by:

- Being accountable for and undertaking the procurement process for all expenditure with an aggregated value in excess of £25,000 (over the life of the contract).
- Providing assistance in working in complex environments.
- Advising on compliant route to market options.
- Leading competitive, fair and transparent tender processes.
- Ensuring value for money is obtained (quality and price).
- Carrying out contract implementation.
- Advising on contract management.
- Maintaining regular contact with stakeholders.
- Liaising with Home Office, Blue Light Commercial, Crown Commercial Service, other police forces and other Local Authorities on collaboration opportunities.
- Assisting in ensuring that goods and services are procured in accordance with Contract Standing Orders (CSOs) and the Act.

2.2 Whilst the Joint Procurement Service is primarily accountable for undertaking procurements with expenditure over £25,000, the department do support and, where resource permits, undertake procurements below this value to ensure that the benefits of good procurement practice are applied to lower value expenditure too.

3. Internal Procurement Governance

3.1 Contract Standing Orders (CSOs)

By Law, all public authorities must have a formal statement of rules governing the way that its officers and employees can contract and buy the works, goods and services that it needs to fulfil its function. This set of rules is called CSOs.

All employees commissioning and/or placing orders with suppliers must be familiar with and comply with CSOs. CSOs aim to promote good procurement practice, public accountability, maintain high standards of professional integrity, deter corruption and provide protection for police officers and police staff against allegations of impropriety. Non-compliance can result in disciplinary procedures. A copy of the CSO is published on each Forces PCC's website and the Joint Procurement Service intranet site

4. CSO Processes and Spend Thresholds

4.1 The relevant processes for the purchase of goods, works and services are detailed as follows and can be found within part 3 of the CSOs:

Up to £10,000 - Where there is no contract or appropriate framework in place you must obtain a minimum of one current, written quotation or alternatively price(s) shown in a current supplier's catalogue(s) (on-line or hard copy) may be used.

£10,000 to £25,000 - Where there is no contract or appropriate framework in place you must obtain a minimum of three current written quotations. If the Purchaser wishes to accept a quotation other than the lowest quotation or is unable to obtain the minimum number of quotes required, the Purchaser shall provide a written justification to the Head of the Joint Procurement Service or their deputy and obtain written consent to accept that quotation or (as applicable) the lowest of the quotes obtained.

£25,000 and over - Any process above £25,000 must be led by the Joint Procurement Service. Purchasers must not enter into dialogue with suppliers prior to their engaging with the Joint Procurement Service as this may prejudice subsequent activities.

In addition to the above CSO's makes provisions for other contracts as set out in Part 9, including:

Goods and services supplied by Surrey Police and Sussex Police.

Grant Payments.

5. Aggregated Spend - Guidance within CSOs

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

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

5.3 In no case shall an officer divide a contract into a number of constituent parts in order to avoid compliance with the processes set out in the CSOs and this policy and procedures.

5.4 For more information relating to the procedures set out within the CSOs and other potential procurement issues, please contact the Procurement Team as detailed in 1.1 above.

6. Procurement Act 2023

6.1 The Procurement Act 2023 (and any secondary legislation) replaced all previous procurement legislation and took effect on 24th February 2025. The Act relates to any new contracts entered under the Act. Contracts awarded under the preceding legislation (Public Contract Regulations 2015 or 2006) will continue to be governed by that legislation during their lifetime.

6.2 The Police Forces are obliged to adhere to the obligations imposed on public bodies under the Act. The obligations are designed to ensure that public sector contracts are awarded fairly, transparently and without discrimination, as well as ensuring that all potential bidders are treated equally.

6.3 The Act prescribe how goods and services with an aggregated spend above the thresholds should be procured and the Police Forces are obliged to adhere to these requirements.

The threshold values are set within the Procurement Act and vary every couple of years, these thresholds that apply up to 31st December 2025 are:

Category	Inclusive of Standard Rate VAT	Exclusive of Standard Rate VAT
Supplies and Services Contracts	£214,904	£179,086
Works Contracts	£5,372,609	£4,477,174

6.4 The following principles are applicable to all public sector contracts (regardless of value)

- Equal treatment

- Non-discrimination
- Transparency

6.5 Where the procurement is for services, and the Act applies to that procurement it is necessary to document compliance with the Act. The Act requires public bodies to consider how they may structure their procurement for the betterment of public benefit while still maintaining compliance with the Act (for example splitting the requirements into smaller lots to attract Small and medium-sized enterprises (SMEs)).

7. Consequences of Not Complying with the Act

7.1 Surrey Police and Sussex Police can be legally challenged by suppliers for:

- Not competing a requirement with an aggregated spend over the relevant threshold set within the Act.
- Awarding a contract and/or competing a requirement pursuant to a process that does not comply with the procedures and practices set out within the Act.
- Breaching any of the Act's principles in the course of a procurement process or during the contract period.

7.2 A legal challenge against us could lead to one or more of the following outcomes:

- Termination or shortening of the contract.
- Suspension / delay of the contract award.
- Imposition of financial damages / penalties. This could be in favour of the suppliers who lost out and the supplier who the contract was awarded to. These are also cost implications of defending such challenges.
- Needing to restart the tender process.
- Reputational damage – even more so now that we have elected Police and Crime Commissioners.

7.3 A supplier does not have to prove that they would have won the contract in order to bring a challenge; it may suffice if they can simply demonstrate that they have been treated unfairly or that the Police Forces have failed to act in a transparent manner whilst the challenger shows they had more than a fanciful chance of winning.

7.4 The Freedom of Information Act 2000 provides a route for suppliers to obtain a significant amount of information that could be used in a challenge against the Forces. Accordingly, care needs to be taken when engaging with suppliers to ensure that no information is exchanged which if requested will portray the Police Forces in a negative light or leave them open to a legal challenge.

8. Framework Agreements and Call-Off Contracts

8.1 A Framework Agreement is an agreement which establishes terms and conditions (can include price), supplier/s and the method of forming a contract underneath the Framework Agreement for the supply of defined goods and/or services.

8.2 Framework Agreements have to be established in compliance with the Act and can provide a quicker and compliant route to market.

8.3 Framework Agreements often have no volume requirements and public authorities who can call off from them can do so solely at their discretion. Only public bodies that were identified at the point of formation of the framework can call off from that framework.

8.4 Contracts formed under Framework Agreements are called Call-Off Contracts and form the commitment to purchase between the authority and the relevant supplier.

8.5 Framework Agreements have to have either one supplier (single supplier framework) or several suppliers (multiple supplier framework).

8.6 Multiple supplier frameworks may require a mini-competition to be carried out amongst all suppliers on the framework who can meet the requirement. However, direct awards (not re-opening competition) can be used in certain circumstances.

8.7 No further competition is required for single supplier frameworks.

8.8 When using frameworks care must be taken to follow the rules set out in the framework. These may vary between available frameworks and should be checked on a case-by-case basis.

9. Contract Variations

9.1 Care should also be taken when varying or extending contracts that have been entered into in accordance with the procurement rules.

9.2 Where the value of the variation or extension is less than 10% of the initial contract value for service and supply contracts, and 15% of the initial contract value for works contracts, the variation is permitted under the procurement rules, provided that it does not alter the overall nature of the contract or Framework Agreement.

9.3 Even if the value of the variation or extension exceeds these percentages, it is possible that it can still be entered into, but you should seek further specific advice from the Joint Procurement Service in these circumstances.

9.4 In any instance, contract variations may only be entered into where the requisite approval has been granted to do so (in accordance with the approval thresholds set within CSO for Contract Awards). When considering percentage values, this should always be measured against the original value of the contract at the point the contract was awarded for contracts awarded under Public Contract Regulations 2015, or the value of the contract immediately preceding the change for contracts awarded under the Procurement Act 2023.

9.5 In every instance, contract changes must be shared with the Joint Procurement Service who will retain copies on the contract file and publish the change note or update publicly declared contract details as appropriate. Where the contract value exceeds £5m any contract change above 10% for Goods / Services, or 15% for Works can only be entered into by the Joint Procurement Service.

Team: Finance Department