THE GENERAL DENTAL COUNCIL

PROCUREMENT POLICY

DECEMBER 2017
Annex A

THE GENERAL DENTAL COUNCIL PROCUREMENT POLICY 2017

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Introduction

1. **Definition**: procurement is the acquisition, whether under formal contract or otherwise, of goods, services and works from third parties. The process spans the whole life cycle from identification of need through to the end of a service contract or the end of the useful life of an asset.

2. The aim of this policy is to provide guidance to all the GDC staff who have operational or budget responsibility for the purchase of goods, services and works on behalf of the GDC.

3. It sets out the fundamental rules and standards applicable to procurement activity across the GDC. This policy should be read in conjunction with the Financial Policies.

4. The policy aims to ensure that the GDC’s procurement practices:
   a. Are appropriate and fully responsive to the GDC’s diverse needs
   b. Are timely and effective
   c. Provide value for money
   d. Comply with all legislation including equality legislation affecting the GDC’s procurement activities
   e. Minimise commercial and contractual risk
   f. Are open and fair to the supplier community including, wherever possible, small local suppliers
   g. Give due consideration to environmental impact
   h. Promote high ethical standards and financial probity.

Responsibility

5. Responsibility for overseeing this policy rests with the Executive Director, Registration and Corporate Resources but the day-to-day operational responsibility to spend sits with the Executive Directors in relation to each directorate.

Budget Holders

6. The GDC’s Chief Executive will issue a delegated authority letter annually to members of EMT, which will set out the procurement authority and accountability. A Director may delegate the tasks of purchasing to others, but he/she cannot delegate their accountability for the effective discharge of this obligation.

7. Budget holders are accountable for all purchasing of goods, services and works they require within their budgets. In exercising this delegated authority, budget holders are required to observe the GDC procurement policy and adhere to the processes defined in the Procurement policy.

Roles and Responsibilities of all staff

8. All staff have a responsibility to ensure that GDC resources are used to the maximum benefit of the GDC in the provision of its services. This means that the purchasing mechanisms must be effective but proportionate so as to achieve best value for money.
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Scope

9. This policy applies to and is mandatory for all staff. Failure to comply may result in the GDC incurring unnecessary or excessive expenditure and/or unable to demonstrate adequate governance and accountability for the appropriate management of resources.

10. This policy applies to all purchases of goods, services and works - ranging from the purchase of routine supplies or services to formal tendering and placing contracts for large capital & infrastructure projects.

11. The GDC is a designated Contracting Authority as defined by the Public Contract Regulations 2015 (PCR 2015). As such the GDC is obligated to conduct its procurement activity in an open and transparent manner in accordance with those Regulations. Contracts entered into without complying with those Regulations and/or this Procurement Policy may result in the procurement exercise and subsequent contract being challenged by an aggrieved party. If challenged the courts have the power to declare to award of damages against the GDC or may issue an injunction which could prevent the GDC from entering into the contract with a successful bidder.

12. For this reason, non-compliance with the principles and requirements of this policy may result in disciplinary action.

13. If the GDC employs agents to undertake procurement on its behalf, those agents are required to follow this policy. Failure to comply with the policy may result in penalties for the agent. Where appropriate, obtain the agent’s indemnity against costs incurred as a result of its failure to comply with the legal framework on its behalf.

All staff with purchasing responsibility

14. The responsibility for ensuring good practice in purchasing rests with all staff involved in purchasing.

15. It is essential that all staff with responsibility for purchasing goods, services and works within GDC take the following steps:
   a. Familiarise themselves with the GDC’s Procurement Policy
   b. Participate in any training activities on good purchasing facilitated by the Procurement Manager
   c. Promote and ensure good purchasing practice within their Department
   d. For tenders, contribute to development of the procurement strategy, drafting the tender specification and the evaluation criteria

Procurement Manager

Please note that with regard to the following paragraphs in the absence of the Procurement Manager, please refer to the Head of Finance and Procurement.

16. The Procurement Manager’s role is to facilitate good procurement practice by supporting Departments to ensure that the GDC receives best value for money for all goods and services acquired.
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17. The Procurement Manager’s specific responsibilities include (but are not limited to) the following:
   a. Develop strategy, policy, procedures and systems for procurement in partnership with GDC Executive Management Team
   b. Provide appropriate training and documentation
   c. Provide advice and support to all Departments in purchasing activities
   d. Challenge end users’ requirements for cost effectiveness and need, taking account of whole life costs, corporate social responsibility and sustainability issues
   e. Receive requests for non-competitive action (single tender action)
   f. Review and approve requests for new supplier accounts
   g. Negotiate corporate purchasing agreements
   h. Lead tendering exercises (over £25k) in conjunction with Budget Holders
   i. Carry out all tendering exercises where the process requires full compliance with the PCR 2015
   j. Monitor compliance with the Procurement Policy
   k. Review supplier performance for customer satisfaction

Key Principles

18. The primary objective of the GDC’s procurement policy is to obtain value for money and comply with requirement of regularity and propriety. Value for money is the optimum combination of whole life costs and quality to meet the customer’s requirement. Due regard must be given not only to price but also to non-price factors such as:
   a. Quality
   b. Delivery Times
   c. After-Sales Support
   d. Whole life cost of the product including cost of consumables, energy use, licences and disposal
   e. Financial viability of the supplying company
   f. Customer satisfaction

Definition of a Contract & Contract Award

19. A contract is an agreement between two or more parties that is enforceable by law. A contract can be made by word of mouth or implied by the action of the parties, even though no formal written contract exists. If the contract contains the essential elements of a legally binding agreement, then neither party can escape from its contractual obligations and responsibilities except by mutual consent.

20. All contracts made by or on behalf of the GDC must be in writing and, where appropriate, supported by the GDC’s terms and conditions.

21. No member of staff must ever make any amendments to any contract or terms and conditions, either verbally or in writing, without first consulting the Corporate Legal Team.
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Authority to order

22. Staff may not enter into any binding agreement on behalf of the GDC without appropriate authority to do so. Therefore, staff must not raise Purchase Orders or sign contracts without relevant budgetary and managerial authority.

23. Official purchase orders via MS Dynamics NAV system shall only be placed by employees who have been given appropriate delegated authority by their Budget holders.

24. Similarly, contracts must only be signed by staff with the relevant budgetary and all other necessary authority to sign a contract or order form.

Purchase Orders

25. All commitments made to suppliers and service providers MUST be made using an approved Official Purchase Order issued at the time of making the commitment.

26. Failure to do so causes unnecessary delays in payment and may impact on the pricing and/or level of service provided by a supplier. Continued failure will be reported to Audit and Risk Committee.

Separation of Duties

27. The Budget holder is accountable for all purchasing of goods, services and works within their budget, but he/she may delegate the duties to any member of the team. In doing so, the Budget holder must ensure that there should be segregation of duties between staff creating an order and receipting the goods/services, and staff approving the order.

Requirements for Quotations and Tenders

28. The quotation and tender processes are both used to obtain written offers from suppliers for the supply of goods and services. The quotation process is used for low value and low risk purchases. For higher value purchases which require greater accountability, formal tendering procedures must be used in consultation with the Procurement Manager (see paragraph 37 below).

Calculating Contract Values

29. The correct calculation of a contract’s value is imperative as it dictates which procurement process needs to be undertaken. The total value of a contract is measured as the aggregate amount the GDC expects to pay a Contractor over the duration of the contract period (including any possible extension period). If there is any doubt in respect of such a valuation the Procurement Manager must be consulted.

Framework Agreements

30. Crown Commercial Services is the Government’s champion for procurement and actively promotes collaborative procurement across public sector bodies. The collaborative approach to procurement may allow the GDC to benefit from increased leverage, previously negotiated terms and conditions of contract, managed risk and contract management. The GDC has access to a number of framework agreements for widely used goods and services and should seek to use these where appropriate.
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31. Details of these agreements may be obtained from the Procurement Manager. In case of doubt, the Procurement Manager should be consulted on how to use these frameworks.

Exceptions to Tendering and Quotation Procedures

32. The competition requirements of this Procurement Policy apply to all contracts entered into by the GDC except:
   • contracts relating to the recruitment of personnel
   • contracts relating to any interest in property
   • where a waiver has been granted (see paragraphs 44 to 47).

33. Where good reason can be demonstrated and where Departmental Director approval has been obtained paragraphs 35 to 37 of the Procurement Policy shall not apply to the following:
   a. the purchase of goods or services from a supplier/service provider under an acknowledged public sector agreement or framework such as those managed by Crown Commercial Services or a collaborative procurement agreement arranged through another regulatory body. Assurances that the framework/contract has provision for call off by other parties including the GDC must be obtained.
   b. the provision of services or supplies which can only be provided by, or on behalf of, a public utility, statutory undertaking or local authority
   c. where a nationally agreed scales of charges or fees apply to all persons or firms able to provide the services and there are no other selection criteria that are relevant
   d. extensions of existing contracts where the extension is in accordance with the conditions, specification, rates and/or prices of the original contract award. For larger or more complex contracts the support of the Corporate Legal Team must be sought. The value of any extended term shall be assessed and recorded within the Excepted Contracts Form as part of the extension procedure and a copy forwarded to the Procurement Manager.
   e. Even where the right to extend exists, contract extensions must not be granted simply on the grounds of convenience. Firms will often agree to a downward variation or at least hold firm their pricing in return for a further guaranteed period of contract. Therefore, before any contract extension is agreed every attempt must be made to improve upon current fees and charges in order to improve upon or at least ensure continued value for money for the GDC. For assistance please consult with the Procurement Manager.

34. Details and approvals of any contracts entered into where the above-mentioned exceptions apply must be recorded on Excepted Contracts Form a copy of which is included as Appendix B to this Procurement Policy and on the Procurement Section of the Intranet. Any contract valued in excess of £50,000 which has either been awarded under the auspices of Crown Commercial Services ConsultancyONE framework agreement or is a current contract extension, will be reported to the Audit and Risk Committee for information.
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Quotation and Tendering Procedures

Purchases up to and including £10,000 (excluding VAT)

35. Purchases up to and including £10,000 – Except where a contract already exist at least one written quotation should be obtained but wherever possible two or more should be obtained to demonstrate value for money.

Purchases of £10,001 to £24,999 (excluding VAT)

36. Except where a contract already exists, at least three written quotations must be obtained. A full audit trail must be maintained and where the lowest quotation is not selected, the basis for this decision must be documented. Copies of the quotations obtained must be attached to your purchase order in MS Dynamics NAV system. Be aware of any supplier terms and conditions of contract that do not serve the GDC’s best interests and wherever possible you must use the GDC standard terms and conditions or request the Corporate Legal Team to prepare a bespoke contract.

Purchases of £25,000 and over (excluding VAT)

37. All purchases of £25,000 and above must be subject to a formal competitive tender exercise and involve the Procurement Manager. However, there may be exceptional circumstances where it may not be appropriate to follow a formal competitive tender, and this can be agreed in consultation with the Procurement Manager on a case by case basis. In such cases approval to waive the competitive procurement requirements of this policy must be obtained in accordance with paragraphs 0 to 0 below.

38. An initial Equality Impact Assessment screening must be completed in respect of every procurement project valued in excess of £25,000. Subsequently a full assessment must be undertaken if deemed necessary by the initial screening.

39. In order to protect the GDC’s interest it will often be the case that a set of contract terms and conditions specific to the requirements of the contract will need to be prepared. The Procurement Manager will liaise with the Corporate Legal Team to ensure that the necessary documents are in place.

40. To ensure that budget spend has been approved and a formal project management process is in place, any high value contract which relates to a significant change project (as opposed to a straightforward “Business as Usual” requirement) will need a business case to be developed and approved by EMT prior to undertaking the formal procurement exercise. The Corporate Projects Team are able to provide detailed advice on this if required.

Public Contract Regulation 2015 Thresholds - £164,176 (excluding VAT)

41. Where the value of the contract exceeds the financial threshold of £164,176 for the supply of goods and services or £4,104,394 for works contracts (excluding VAT), the procurement process must comply fully with the requirements of the Public Contracts Regulations 2015. This is a highly prescriptive procurement process with specific regulations relating to advertising, content of specification, tender evaluation methodology, contract award and tenderer feedback. The entire
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decision-making process must be documented and subject to challenge. You must consult the Procurement Manager in relation to your tender.

Waiving of Procurement Policy

Please note that in order to comply with the requirements of the Public Contract Regulations, Single Tender Action approval will not be given for contracts for goods and services valued in excess of £164,000 or £4,104,394 for works contracts (excluding VAT)

42. It is recognised that from time to time there will be exceptional circumstances where the waiving of this Procurement Policy may be necessary.

43. Before a waiver is granted a report using a Single Tender Action form must be submitted to the Executive Director, Registration and Corporate Resources clearly stating which of the grounds set out below is relied upon:

   a. technical necessity due to compatibility with existing GDC systems and processes
   b. where the service to be procured is of a highly specialist nature, or the skill of the contractor is of primary importance or the supply market has been tested and found to be limited
   c. where the goods or works to be procured are of a proprietary nature and it can be demonstrated that no satisfactory alternative supplier is available;
   d. in an emergency, i.e. a threat to life, health, property or the reputation of the GDC.

44. Approved waiver requests over £50,000 will be reported to the Audit and Risk Committee for information and consideration.

45. A Single Tender Action Form can be found as Appendix A to this Procurement Policy and on the Procurement Section of the Intranet.

Advertising

46. Where contracts have an estimated value exceeding £50,000 a public notice should be advertised on the GDC’s website and the Contracts Finder procurement portal together with any other website, journal or newspaper as may be appropriate. The Procurement Manager can assist with this if required.

47. All contracts exceeding the PCR 2015 threshold must be advertised in the Official Journal of The European Union, the Contracts Finder procurement portal and the GDC’s website.

48. Copies of all published notices must be retained.

Tenderer Selection Criteria

49. Potential suppliers may be asked to provide evidence surrounding their technical ability, experience, capability/capacity, equalities, organisational structure and financial standing. This may involve asking for copies of audited accounts, bankers references, credit checks, insurance certificates, statements relating to good standing, information about pending legal proceedings, relevant company certificates such as company registration and VAT, company structure including details of parent company, registration with appropriate trade or professional bodies and details about quality
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assurance processes and relevant certificates, supplier site visits, suitability of I.T, and clarity around Intellectual property.

50. When this information is requested, all prospective tenderers must be advised of the criteria used to evaluate their information.

51. The purpose of the evaluation criteria is to establish a mechanism to determine that a bidder is able to service the requirements of the contract at a cost that represents value for money to the GDC. This is a critical part of the procurement process and must be a transparent, effective and objective.

52. The main methods accepted for evaluation purposes are either lowest price or the most economically advantageous tender (MEAT). The lowest price is recommended only where the characteristics of a requirement (normally goods) cannot be differentiated and the only factor to consider is price/cost.

53. Before tendering any contract, the person responsible for the procurement must decide the criteria and associated weighting against which tenders will be evaluated. This must be documented prior to embarking on the procurement process. The evaluation criteria and any sub-criteria must establish that the contract will be awarded either to the most economically advantageous tender or the lowest price. This must be made explicit in both the Invitation to Tender and any advertisement.

54. One of the most common reasons for complaints about procurement exercises is about the evaluation process and the application of evaluation criteria and weightings. Therefore, the evaluation criteria and weightings require careful consideration in order that they reflect the key aspects of a particular good or service to be procured. These will vary per requirement and will be the responsibility of the tender evaluation panel to agree in consultation with the Procurement Manager, if required.

55. Quotations/tenders must be evaluated using the criteria as set out in the Invitation to Tender (ITT) and must not introduce any additional criteria or amend the weightings to tenders after quotations/tenders have been received.

56. A full documented record must be made of the selection process recording relevant scores for each contractor and a clear statement as to how the final decision was reached. All such decisions must be communicated to unsuccessful tenderers and are open to challenge.

Document Retention

57. The outcome of the evaluation process must be fully substantiated and documented and retained for a period of two years.

58. Unsuccessful tenders must be retained for a period of two years after the closing date for receipt of tenders. Successful tenders, where the contract was not under seal or executed as a deed, must be retained for six years after the date the contract is completed. Successful tenders, where the contract was under seal, must be retained for twelve years after the date the contract is completed.

Invitation to tender

59. When the list of tenderers has been prepared an Invitation to Tender (ITT) is issued. The ITT must be issued to all tenderers simultaneously and must refer to attachments and it must set out or refer to the instructions to tender quite explicitly. For procurements being conducted under PCR 2015 the ITT letter must also include other specific requirements (refer to the Procurement Manager for
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details). A single point of contact should be named in order that queries, etc. are handled consistently.

Tender Submissions

60. Tenders should be opened as soon as possible after the closing date and time specified for the receipt of tenders.

61. Tenders received after the specified date and time shall not be considered. The Executive Director, Registration and Corporate Resources may decide in consultation with the relevant Departmental Director to accept a late tender if satisfied that:
   a. the delay was caused by exceptional circumstances for which the tenderer was not primarily responsible; and
   b. they are satisfied that the tender process has not been compromised as a result.

Confidentiality

62. During a tender process all information must be kept confidential.

63. With respect to maintaining confidentiality at a bidders briefing, all bidders should be informed in advance that multiple bidders will be in attendance and that it is the responsibility of the representatives present to ensure that the identity of their organisation is kept confidential and more importantly details of their respective bids are not disclosed to other parties.

64. All documentation produced and provided during the procurement process may be disclosed under the Freedom of Information Act 2000 after the end of the tender process. All tenderers should be made aware at the beginning of the process that this is the case.

Pre-Tender Clarification

65. Tenderers may submit questions which are of either a technical or procedural nature. In respect of the first the person responsible for the procurement should provide the required information. In respect of the second the Procurement Manager must review and approve the response.

66. In the interest of openness and transparency a formal procedure for recording questions posed and responses sent must be in place.

67. The questions and responses received and provided to one bidder must be communicated to all bidders.

68. The person responsible for the procurement exercise must set the date by which the bidders may submit questions and no further queries can be accepted after such time. This must be clearly stated in the ITT

69. Questions of a complex nature must be notified to the Procurement Manager who may, if deemed necessary, refer the issue to the Corporate Legal.

70. The selection process must be demonstrably fair to all participants, no tenderer should be given information from which an unfair advantage may be gained over rival tenderers who do not have access to that information.
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Exception Reporting to Audit and Risk Committee

71. When evaluating a tender, if you do not select the most economically advantageous tender to the GDC, or if the outlined evaluation criteria are disregarded, before you proceed any further you must seek clarification from the Procurement Manager. All contracts awarded where these procurement procedures have not been followed will be reported to the Audit and Risk Committee.

Monitoring

72. Periodically the Procurement Manager will randomly select approved purchase orders to ensure compliance with the GDC procurement policy. Noncompliance with this policy will be formally reported to the Executive Director, Registration and Corporate Resources. In consultation with the Chief Executive, the Executive Director, Registration and Corporate Resources may remove the delegated authority to spend from persistent offenders.

New Suppliers

73. The Procurement Manager will review and approve requests for set up of new suppliers in conjunction with the Head of Finance and Procurement onto the MS Dynamics NAV system supplier file after carrying out an analysis of requirements and other supplier checklist items.

Payment

74. All valid invoices should be paid in accordance with agreed payment terms with the supplier which should be not less than 30 days other than in exceptional circumstances. The GDC is bound by the Late Payment of Commercial Debts (Interest) Act 1988 under which suppliers are entitled to claim interest on payments made outside the agreed terms, or where no payment terms were agreed, 30 days after receipt of a valid invoice, which can only be accepted following the receipt of the goods and services. Therefore, it is imperative that invoices are approved (or disputed) on timely basis.

75. Agreement to reduced payment periods must not be made as this adds additional pressure on the payment process and may render the GDC liable for the above-mentioned interest payments.

Freedom of Information

76. The GDC is subject to the Freedom of Information Act 2000. This means that any person who makes a valid request for information held by the GDC will be entitled to receive it - unless all or part of that information can justifiably be withheld as a result of the exemptions contained in the Act. There is a clause in the GDC’s standard terms and conditions which obliges the party with whom we have a contract to provide any information necessary for the GDC to comply with its obligations under the Act.

Equality Act

77. The GDC is subject to the Equality Act 2010, which requires the GDC to ensure that it does not discriminate on the grounds of age, disability, gender reassignment, marriage & civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
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78. The GDC requires the completion of an Equality Impact Assessment for all contracts worth over £25,000. It should be completed at the start of the procurement exercise.

Ethics

79. All staff involved in procurement activities are expected to behave ethically at all times. All staff shall be open, honest, fair and impartial in their dealings with suppliers. In particular staff must familiarise themselves with and comply with the Anti-Fraud and Anti-Bribery Policy and the Gifts and Hospitality Policy.

Declaration of Interest

80. All staff engaged in a procurement exercise will be required to declare and record any personal interest, business or personal relationships with, or friends/relatives employed by potential or actual bidders for GDC contracts and subsequently withdraw from the procurement process. (See template Appendix C)

Personal Gain and Gifts

81. The confidentiality of information received in the course of employment should be respected and never used for personal gain.

82. In particular staff must familiarise themselves with and comply with the Anti-Fraud and Anti-Bribery Policy and the Gifts and Hospitality Policy.

83. The acceptance of gifts or hospitality is rarely, if ever, appropriate and the acceptance of gifts or hospitality during a procurement exercise will almost always be misconstrued. Staff involved in procurement activity, or others who may be perceived to be in a position of influencing procurement decisions, must not solicit or accept contributions of any kind from suppliers, or those bidding for GDC contracts.

84. Invitations from suppliers or potential suppliers to sporting, cultural or social events where the hospitality is central should not be accepted except with the consent of the director of the member of staff concerned or, in the case of a director, the Chief Executive.

85. Any gift and any material hospitality offered, whether accepted or not, must be notified to and recorded in the Gifts and Hospitality Register. The Executive Director Organisational Development and Governance holds this register. “Material hospitality” is all cases of hospitality beyond an inexpensive working meal. The register is a public document.

Training

86. Procurement Manager will provide training to keep purchasers up-to-date with changes/developments in procurement policy. The Procurement policy will be placed on the GDC’s intranet pages.

Further Information

87. Advice on any aspect of this policy can be obtained from the Executive Director, Registration and Corporate Resources and Procurement Manager.
APPENDIX A

GENERAL DENTAL COUNCIL – REQUEST FOR SINGLE TENDER ACTION

It is recognised that from time to time there will be circumstances where the waiving of the competitive quotation/tender requirements of the GDC's Procurement Policy may be necessary to enable a single tender or quotation to be obtained. Good and sufficient reason must exist as to why you need approval to waive these requirements. A waiver will not be granted simply on the grounds of convenience or because of inadequate planning.

The Procurement Policy sets out three criteria against which a Single Tender Action request will be approved. These are detailed below and your request for approval must indicate which of these criteria is being relied upon. A formal record of any approval given and the mitigating circumstances for requesting a waiver must be maintained. Therefore, a report using this pro-forma must be submitted to the Executive Director, Registration and Corporate Resources for consideration and approval prior to any commitment being made to a supplier or service provider.

The reason for requesting this Single Tender Action approval is because:-

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<th>1) of technical necessity due to compatibility with existing GDC systems and processes</th>
<th>Please click box to indicate</th>
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<th>2) where the service to be procured is of a highly specialist nature, or the skill of the contractor is of primary importance or the supply market has been tested and found to be limited</th>
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<th>3) of an emergency, i.e. a threat to life, health, property or reputation of the GDC</th>
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**Description of Goods/Services:**
Insert full details of requirement(s) and why it is needed *(box will expand as you type)*

**Name of Supplier/Service Provider:**
Insert details

**Has this Supplier/Service Provider been used to provide these Goods/Services on a previous occasion?**
Click to select

**If Yes, please provide details:** *(box will expand as you type)*

**Value of Contract (excluding VAT):**
£

**Contract Period:** From [Click here to enter a date] To [Click here to enter a date]

You must set out here **FULL** details as to why this request is being made *(this box will expand as you type)*

- Be clear about why a competitive quotation/tender process is not appropriate in this case.
- Be clear about the consequences of the Single Tender Action request not being approved.
- Present in a clear and understandable way the information and evidence you have to support your request.
- Attach any supporting documents, e.g. quotation, tender documentation.
I confirm my recommendation that the above request for single tender action be approved

Name: ___________________________  Position: ___________________________

Department: __________________________________________________________

Signature: ______________________  Date: _________________________________

Request approved by the Executive Director, Registration and Corporate Resources

Signed: ________________________  Date: _________________________________
GDC PROCUREMENT POLICY
EXCEPTED CONTRACTS FORM

The GDC Procurement Policy stipulates that where good reason can be demonstrated the competitive quotation/tendering requirements of the Procurement Policy shall not apply to the following:-

1. the purchase of goods or services from a supplier/service provider under an acknowledged public sector framework or a collaborative procurement agreement arranged through another regulatory body.

2. the extension of an existing contract where the extension is in accordance with the conditions, specification, rates and/or prices of the original contract award.

3. the provision of services or supplies which can only be provided by, or on behalf of, a public utility, statutory undertaking or local authority, e.g. mains water supplies

4. where a nationally agreed scales of charges or fees apply to all persons or firms able to provide the services and there are no other selection criteria that are relevant

Details and approvals of any such contracts entered into where the above mentioned exceptions apply must be recorded on this Excepted Contracts Form. A copy must be forwarded to the Procurement Manager. Details of any contract valued in excess of £50,000 will be reported to the Audit and Risk Committee for information.

Name of Supplier/Service Provider:

Description of Goods/Services:
Insert full details of requirement(s) and why it is needed (box will expand as you type)

Which of the above mention criteria applies to this contract award?

Please provide full details of contract being awarded.

FRAMEWORK OR REGULATORY SECTOR AGREEMENT

Provide details of the framework arrangement or Regulatory Sector agreement used for the award of this contract:

Confirm that assurances have been obtained that the framework/agreement has provision for call off by other parties including the GDC. Please provide details.

Has a mini competition or further competition exercise been undertaken?
If yes, please provide details:

CONTRACT EXTENSION

Please provide details of the start and end dates and value of the original contract and the intended extension period.

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<tr>
<th>Original start date:</th>
<th>Original end date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original contract value/spend to date: £</td>
<td></td>
</tr>
<tr>
<td>Intended extension period:</td>
<td></td>
</tr>
</tbody>
</table>
Please state why it is beneficial for the GDC to extend this contract and not procure a new contract.

Please state what efforts have been made to improve upon current contract fees and charges in order to improve upon or at least ensure continued value for money for the GDC.

Please provide a copy of the original contract terms and conditions.

*Please note that if the original contract terms and conditions cannot be found then a contract extension is not permitted.*

What are the consequences of a contract extension not being approved?

<table>
<thead>
<tr>
<th>CONTRACTS WITH A PUBLIC UTILITY, STATUTORY UNDERTAKING OR LOCAL AUTHORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please provide details of services/goods provided, supplier, contract period and value:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONALLY AGREED SCALES OF CHARGES OR FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please provide details of nationally agreed scales being used, the services/goods being provided, supplier, contract period and value:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME AND POSITION OF PERSON COMPLETING AND PRESENTING THIS FORM FOR APPROVAL BY THEIR DIRECTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME:</td>
</tr>
<tr>
<td>SECTION:</td>
</tr>
<tr>
<td>APPROVED BY:</td>
</tr>
<tr>
<td>SIGNATURE:</td>
</tr>
</tbody>
</table>
Appended C

General Dental Council

Contract for [ ]

Evaluator Declaration of Interest

List of companies who have submitted tenders in respect of the above-mentioned framework

<table>
<thead>
<tr>
<th>Company 1</th>
<th>Company 2</th>
<th>Company 3</th>
</tr>
</thead>
</table>

* DELETE AS APPROPRIATE

* I have reviewed the list of tenderers above and confirm that I have no pecuniary or other personal interest, direct or indirect that may raise a conflict with my responsibilities when evaluating any or all of the tenders received.

* I have reviewed the list of tenderers above and confirm that I have a personal interest in [TENDERER NAME] and confirm that I will take no further part in the evaluation process.

Name (Print) | Directorate
---|---
Job Title | 

Signed……………………………………………………………………………………………..

Date……………………………

I have reviewed the list of tenderers above and confirm that I have an personal interest in [TENDERER NAME] and confirm that I will take no further part in the evaluation process.