

**THE GENERAL DENTAL COUNCIL
PROCUREMENT POLICY 2019**

Revised December 2018

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Contents

Introduction	3
Roles and Responsibilities	3
Budget Holders	4
Procurement Manager	4
Public Contract Regulations 2015 (PCR 2015)	4
Quotation and Tendering Procedures	5
Calculating Contract Values	5
Anti-avoidance provisions on threshold calculation	5
Evaluation Criteria	6
Terms and Conditions	6
Procurement Spend Thresholds (excluding VAT)	7
Purchases up to and including £10,000 (excluding VAT)	7
Purchases £10,000 to £24,999 (excluding VAT)	7
Purchases between £25,000 and below OJEU (excluding VAT) subject to PCR 2015	7
<i>Framework Agreements (including Dynamic Purchasing Systems)</i>	8
<i>Direct GDC Tender</i>	8
Official Journal of the European Union (OJEU) Thresholds	9
Types of Expenditure exempt under PCR 2015 regulations:-	10
Waiving of the GDC Procurement Policy	10
Contract Extensions	11
Invitation to tender	11
Tender Clarification	11
Receipt of Tender Submissions	12
Confidentiality	12
Monitoring	13
Payment	13
Freedom of Information	13
Equality Act	13
Ethics	14
Declaration of Interest	14
Personal Gain and Gifts	14
Training	14
Authority to order	15
Purchase Orders	15
Contract & Contract Award	15
Further Information	15

Introduction

1. The GDC Procurement Policy aims to support the GDC business functions in achieving their strategic objectives by providing guidance to all the GDC staff who purchase goods, services and works on behalf of the GDC in accordance with its contracting authority obligations.
2. It sets out the fundamental rules and standards applicable to procurement activity across the GDC. This policy is not standalone and should be read in conjunction with all GDC policies.
3. The policy sets our rules and guidance to ensure that:
 - the GDC complies with all legislation affecting its procurement activities; including but not limited to the: -
 - i. Public Contract Regulations 2015 (PCR 2015)
 - ii. General Data Protection Regulations (GDPR)
 - iii. Bribery Act 2010
 - iv. Equality Act 2010 - Public Sector Equality Duty (PSED)
 - v. Modern Slavery Act 2015
 - vi. Late Payment of Commercial Debts (Interest) Act 1988
 - the procurement process is open, fair and transparent
 - we use our resources efficiently and effectively to secure value for money on goods, services and works
 - Minimise commercial and contractual risk
4. In May 2017, the GDC requested advice on whether or not it met the test for being a “contracting authority”. The GDC accepted advice and instigated a change of status as a result to be designated a “contracting authority”. A “contracting authority” is subject to Public Contract Regulations 2015 (PCR 2015), the key principle of which is that contracting authorities shall treat suppliers equally and without discrimination and shall act in a transparent and proportionate manner.

Roles and Responsibilities

5. Responsibility for overseeing this policy rests with the Executive Director, Registration and Corporate Resources.
6. All GDC staff involved in purchasing/procurement activity should understand the implications of and take responsibility for their own actions.
7. It is essential that all GDC staff involved in the procurement of or purchasing of goods, services and works within GDC take the following steps:
 - Familiarise themselves and comply with the GDC’s Procurement Policy;
 - Participate in any training activities on good purchasing facilitated by the Procurement Manager;
 - Promote and ensure good purchasing practice within their team and 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 and proportionate, whilst achieving best value.
 - actively contribute to development of the procurement strategy for tenders, including drafting the tender specification and the evaluation criteria.

- Staff without authority to purchase or without the relevant budgetary authority as laid out in the Delegated Authorities Policy should not make any commitments to suppliers on behalf of the GDC without a fully approved purchase order in place.

Budget Holders

8. The GDC's Chief Executive will issue a delegated authority letter annually to the Executive Directors, 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.
9. 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's Procurement Policy and adhere to the processes defined in the Procurement policy.

Procurement Manager

10. 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. In the absence of the Procurement Manager, please refer to the Head of Finance and Procurement.
11. The Procurement Manager will:
 - provide advice and support to the organisation in purchasing activities,
 - challenge end users' requirements for cost effectiveness and need, taking account of whole life costs, corporate social responsibility and sustainability issues,
 - receive requests for non-competitive action (single tender action),
 - review and approve requests for new supplier accounts,
 - lead on all tendering exercises (over £25k whole life cost) in conjunction with Budget Holders, and
 - carry out all tendering exercises where the process requires full compliance with the OJEU.

Public Contract Regulations 2015 (PCR 2015)

12. The GDC as a "body governed by public law" is a designated "contracting authority" as defined by the Public Contract Regulations 2015 (PCR 2015).
13. PCR 2015 apply to any contract, between a "contracting authority" and an "economic operator" (supplier), which is a public services, public works or public supply contract, where the value is over the relevant threshold and which is not exempt from these regulations.
14. The GDC is obligated to conduct its procurement activity in an open and transparent manner in accordance with PCR 2015. Tenders and contracts entered into without complying with PCR 2015 and/or this Procurement Policy may result in the procurement exercise and subsequent contract being legally challenged by an aggrieved party. If challenged the courts have the power to automatically suspend the contract award, apply financial damages against the GDC, declare the contract ineffective and issue the

GDC an unlimited financial penalty. In addition, the GDC may suffer delays, disruption/impact of services, reputational damage, further legal and business costs.

15. For this reason, non-compliance with the principles and requirements of this policy may result in disciplinary action.
16. On all procurement activity, regardless of threshold, all bidders must be treated equally, transparently and in a non-discriminatory manner.

Quotation and Tendering Procedures

17. Suppliers should never be instructed to provide goods or carry out any works or services without a valid purchase order in place. A purchase order is a legally binding document giving a clear statement of what is being purchased, agreed cost and payment terms. It is instrumental in tracking expenditure and a safeguard ensuring legislative compliance for the GDC and the supplier.

Calculating Contract Values

18. The correct calculation of a contract's value is imperative as it dictates which procurement process needs to be undertaken.
 - The GDC Procurement Policy
 - PCR 2015
 - Official Journal of the European Union (OJEU)
19. The total value of a contract is measured as the aggregate amount the GDC expects to pay a supplier over the duration of the contract period (including any possible extension period) also referred to as the whole life cost.
20. Whole life costing must consider the total cost of a product or service over its whole life - from determining the need for it through to its eventual disposal and replacement. For example, for equipment it would include the cost of maintaining and operating the product as well as the outright purchase, hire or lease price; the cost of consumables, utilities, training and the cost of disposal or potential sale value at the end of its life.
21. If you have regular annual expenditure, regardless how long you wish to enter into a contract for, you should consider the contract value over a period of 4 years. If there is any doubt in respect of any such valuation the Procurement Manager must be consulted.
22. PCR 2015 applies to procurements/contracts with a whole life net cost (excluding vat) in excess of £25,000 inclusive of initial contract term and any likely extensions.

Anti-avoidance provisions on threshold calculation

23. Contract values should not be disaggregated or sub-divided as under PCR 2015 this could be deemed to circumvent regulation requirements. Advice should be sought from the Procurement Manager.

Evaluation Criteria

24. 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.
25. The primary objective of the GDC's procurement policy is to obtain value for money (vfm) and comply with the relevant legislation. Value for money is the optimum combination of whole life costs and quality to meet the customer's requirement. This may also be referred to as Most Economically Advantageous Tender (MEAT). Due regard must be given to:
 - a. Technical/Quality factors
 - b. Commercial factors including price, compliance to terms and conditions, delivery times, after sales support, whole life costs including consumables, energy use, licences and disposal
26. When evaluating potential suppliers they 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 assurance processes and relevant certificates, supplier site visits, suitability of I.T, and clarity around Intellectual property.
27. When this information is requested, all prospective tenderers must be advised of the criteria used to evaluate their information.
28. 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.
29. The main methods accepted for evaluation purposes are either "lowest price" or MEAT. The lowest price is recommended only where the characteristics of a requirement (normally in relation to goods) cannot be differentiated and the only factor to consider is price/cost.
30. 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.

Terms and Conditions

31. 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 a pre-agreed framework, or request the Corporate Legal Team to prepare a bespoke contract.

Procurement Spend Thresholds (excluding VAT)

Up to £10,000	GDC Procurement Policy applies to one-off requirements
£10,001 - £24,999	
£25,000 - £149,999	Public Contract Regulations (PCR2015) apply in full and/or EU/OJEU rules apply (whole contract value plus extensions)
Over £150,000	
Capital Expenditure	
Consultancy Expenditure	

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

32. If an appropriate existing contract is already in place it should be used, the Procurement Manager can advise. Key requirements are:
- a. Minimum of one written quote, ideally three to demonstrate value for money on GDC Terms and Conditions.
 - b. Confirm declaration of no interest (no personal relationship with the supplier awarding to),
 - c. consider implications of other duties i.e. GDPR/PSED requirements.
 - d. Retain all documents for audit purposes – ideally your request for quotation and attach all received quotes with new supplier form/purchase quote.

Purchases £10,000 to £24,999 (excluding VAT)

33. If an appropriate existing contract is already in place it should be used, the Procurement Manager can advise. Key requirements are:
- a. Minimum of three quotes on GDC Terms and Conditions.
 - b. A full audit trail must be maintained and where the lowest quotation is not selected, the basis for this decision must be documented.
 - c. Confirm declaration of no interest (no personal relationship with the supplier awarding to),
 - d. consider implications of other duties i.e. GDPR/PSED requirements.
 - e. Retain all documents for audit purposes not just the successful quotation – ideally your request for quotation and attach all received quotes with new supplier form/purchase quote in the finance system.
34. Be careful of pre-selecting suppliers particularly if close to this threshold unless you can absolutely guarantee no additional spend

Purchases between £25,000 and below OJEU (excluding VAT) subject to PCR 2015

35. All purchases of £25,000 and above are subject to PCR 2015 and a formal competitive tender exercise should be carried out by the Procurement Manager. However, there may be exceptional circumstances where it is not 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 via a single tender action to waive the competitive procurement requirements of this policy must be obtained. This process for obtaining a single tender action is set out in full in paragraphs 56 to 59 below.

36. To ensure that expenditure has been approved and an appropriate formal project management process is in place, any high value contract which relates to a significant change project (as opposed to a more straightforward “Business as Usual” requirement) will need a business case to be developed and approval by EMT prior to undertaking the formal procurement exercise. The Corporate Projects Team are able to provide detailed advice on this if required.
37. An initial Equality Impact Assessment screening must be completed in respect of every procurement project valued in excess of £25,000. Following the initial screening a full assessment must be undertaken if deemed necessary by the Head of OD and Inclusion. [Link to EIA](#)
38. 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.
39. There are two routes to market which are PCR 2015 compliant:

Framework Agreements (including Dynamic Purchasing Systems)

40. A framework agreement is an umbrella contract that has already been through the OJEU process to promote collaborative procurement across public sector bodies. Crown Commercial Services is the Government’s champion for procurement along with other entities.
41. The collaborative approach of a framework 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 is able to access to a number of framework agreements for widely used goods and services and should seek to use these where appropriate. There is no commitment to spend when signed up to a framework.
42. Frameworks can be used for any purchases above and below the thresholds stated. Frameworks may allow direct awards, further competition or the use of a Dynamic Purchasing Systems (DPS).
43. A DPS is completely electronic, used to purchase commonly-used goods, works or services. It is also referred to as an electronic marketplace. Unlike the traditional framework, they permit suppliers to join at any point throughout the duration of the framework contract via a prequalification process.
44. Further information on available agreements may be obtained from the Procurement Manager. In case of doubt, the Procurement Manager should be consulted on how to use these frameworks.
45. Contracts awarded under the framework agreement may require advertising on Contracts Finder.

Direct GDC Tender

46. A direct tender is where the GDC invites suppliers to bid for a procurement opportunity. The opportunity must be advertised on Contracts Finder (for a minimum of 10 whole days and for a period proportionate to the opportunity advertised). The GDC must publish

the opportunity, the deadline response time, how to respond and who to as a minimum on the following website: www.contractsfinder.service.gov.uk.

47. Invitation to Tender (ITT) documents must be issued and made available electronically, including a defined CCS Standard Questionnaire, with additional project specific questions, evaluation criteria, specification, terms and conditions.
48. Tenders submitted should not be opened under any circumstances prior to the deadline.
49. ALL suppliers that submit a tender must be scored and receive feedback on those scores at the same time. You can only score based on evaluation criteria previously advertised.
50. A single stage process only is permitted – interviews can only take place for clarification purposes and must be offered to all suppliers that submit a tender, only if advertised earlier in the evaluation criteria.
51. All contract awards over the PCR 2015 threshold must be advertised on Contracts Finder containing name of winning bidder, contract value and if a small business, voluntary organisation or charity. Even if the opportunity was not advertised the contract award should be advertised. Exceptions for contracts below £50,000 where standing orders permit.

Official Journal of the European Union (OJEU) Thresholds

Goods and Services	£181,302* (excluding VAT)
Works	£4,551,413* (excluding VAT)

*values are reviewed bi annually GBP/Euro – next review due 1 January 2019

52. European Union procurement is based upon the Treaty of transparency, non-discrimination, equal treatment and proportionality across all member states. PCR 2015 enshrines these principals into UK law. The Official Journal of the European Union is the publication mandated to advertise the opportunities and awards of all procurements and contracts over the agreed set thresholds for all member states.
53. Where the value of the contract exceeds the financial threshold of £181,302 for the supply of goods and services or £4,551,413 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 decision making process must be run through an electronic tendering portal, documented and subject to challenge.
54. The Procurement Manager will lead on all these tenders.
55. Timescales are dependent on the route take and stipulated in the regulations.
56. 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.

Types of Expenditure exempt under PCR 2015 regulations:-

57. The GDC Procurement 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 - with the exception of the following types of expenditure:
- direct employment PAYE contracts and associated pension contributions
 - contracts relating to the acquisition of land or real estate
 - contracts for financial services in connection with the issue or transfer of securities/financial instruments
 - "In-house" contracts
 - Joint co-operation arrangements
 - where a waiver has been granted (see Waiving of the Procurement Policy).

Waiving of the GDC Procurement Policy

Please note that in order to comply with the requirements of PCR 2015, Single Tender Action/Extended Contract Request (Waiver) approval can not and will not be given for contracts valued in excess of OJEU thresholds.

58. It is recognised that from time to time there will be exceptional circumstances where the waiving of this Procurement Policy may be necessary.
59. Before a waiver is granted a report using a Single Tender Action/Extended Contract Request form must be submitted to the Executive Director, Registration and Corporate Resources clearly stating justification for the proposed approach and which of the grounds set out below is relied upon:
- a. in an emergency, i.e. a threat to life, health, property or the reputation of the GDC.
 - 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. technical necessity due to compatibility with existing GDC systems and processes
 - e. 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
 - f. where the goods or works to be procured are of a proprietary nature and it can be demonstrated that no satisfactory alternative supplier or reseller is available;
60. Approved waiver requests over £50,000 will be reported to the Audit and Risk Committee for information and consideration and subject to advertising award on Contracts Finder.
61. Waivers will only be given for a specific project and must be for a fixed period of time.
62. A Single Tender Action/Extended Contracts Request Form can be found at Appendix A to this Procurement Policy and on the Procurement Section of the Intranet.

Contract Extensions

63. Contracts are generally let for an initial period with an opportunity for a further contract extension being advertised in the original tender process. This is the perfect opportunity to review the performance of the contract to date against the KPI's, terms and conditions, specification, rates and/or prices of the original contract award.
64. 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. Additionally a review by Corporate Legal/Information Governance may be required. For assistance please consult with the Procurement Manager.
65. Contract Extensions should be advertised on Contracts Finder once implemented.
66. Approval from the Executive Director, Registration and Corporate Resources must be obtained for contract extensions for which provision within the current contract has not been made or has been exceeded.
67. Details and approvals of any contracts entered into where provision has not been made and the extension is impacted by the regulations must be recorded on Single Tender Action/Extended Contracts Request included as Appendix A to this Procurement Policy and on the Procurement Section of the Intranet. These extensions will be reported to the Audit and Risk Committee for information.

Invitation to tender

68. When the list of tenderers has been prepared an Invitation to Tender (ITT) is issued. The ITT must be issued to all tenderers electronically 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 must also include other specific requirements (refer to the Procurement Manager for details). A single point of contact should be named in order that queries, etc are handled consistently.

Tender Clarification

69. 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.
70. In the interest of openness and transparency a formal procedure for recording questions posed and responses sent must be in place.
71. The questions and responses received and provided to one bidder must be communicated to all bidders.
72. 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.

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

Receipt of Tender Submissions

75. Tenders should be received electronically and must not be opened prior to the closing date.
76. Tenders should be opened all together as soon as possible after the closing date and time specified for the receipt of tenders. Details of all tenders received must be recorded on opening.
77. Tenders received after the specified date and time shall not be considered. The Procurement Manager may decide in consultation with the Executive Director, Registration and Corporate Resources 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.

Tender Evaluation

78. Tenders must be evaluated using the criteria as set out in the ITT and must not introduce any additional criteria or amend the weightings to tenders after tenders have been received.
79. 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. This includes a report on any interviews if used. All such decisions must be communicated to unsuccessful tenderers and are open to challenge.

Document Retention

80. The outcome of the evaluation process must be fully substantiated and documented and retained for a period of two years.
81. Unsuccessful tenders must be retained for a period of two years after the closing date for receipt of tenders.
82. 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, it must be retained for twelve years after the date the contract is completed.

Confidentiality

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

84. 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.
85. 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.

Monitoring

86. Periodically the Procurement Manager will randomly select approved purchase orders to ensure compliance with the GDC procurement policy. Non compliance 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.

Payment

87. All valid invoices should be addressed to finance@gdc-uk.org and will be paid in accordance with agreed payment terms with the supplier which should be not less than 30 days other than in pre agreed 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.
88. Agreement to advance payments or 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

89. 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

90. The GDC is subject to the Equality Act 2010, section 149 Public Sector Equality Duty which requires the GDC to ensure that gives due regard to :
 - a. Avoid, reduce or minimise negative impacts
 - b. Promotes equality of opportunity
 - c. Fosters good relations between people who share a protected characteristic and those who do not.

91. This ensures the GDC 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.
92. 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

93. 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

94. 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 B)

Personal Gain and Gifts

95. The confidentiality of information received in the course of employment should be respected and never used for personal gain.
96. In particular staff must familiarise themselves with and comply with the Anti-Fraud and Anti-Bribery Policy and the Gifts and Hospitality Policy.
97. However the acceptance of gifts or hospitality is rarely, if ever, appropriate 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.
98. 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.
99. 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 holds this register. "Material hospitality" is all cases of hospitality beyond an inexpensive working meal. The register is a public document.

Training

100. 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.

Authority to order

101. 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.
102. The signing of contracts applies in the same way, you must have the relevant budgetary and all other necessary authority to sign a contract or order form.

Purchase Orders

103. 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.
104. 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 RiskCommittee.

Contract & Contract Award

105. 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.
106. 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.
107. 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.

Further Information

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

Single Tender Action (STA)/Extended Contract Request

Single Tender Action Requests are Procurement Requests that must not be undertaken without appropriate justification and the **pre-approval** of the appropriate signatories as defined in the Delegated Authorities Policy. An Extended Contract Request is where an extension outside of the original contract agreement is sought for exceptional circumstances pending a competition being carried out at a later stage. Approval limits are summarised as follows (net values):

Up to £10,000	Cost Centre Budget Holder	GDC Procurement Policy applies one-off requirements
£10,001 - £24,999	Cost Centre Budget Holder and Revenue & Systems Accountant (in a Procurement Policy compliance role)	
£25,000 - £149,999	Cost Centre Budget Holder, Directorate Executive Director and Procurement Manager	Public Contract Regulations (PCR2015) apply and/or EU/OJEU rules apply (whole contract value plus extensions)
Over £150,000	Cost Centre Budget Holder, Directorate Executive Director and Procurement Manager and the CEO. In the absence of the CEO the Executive Director, Registration and Corporate Resources will approve.	
Capital Expenditure	Regardless of value, this expenditure needs to be approved by the Cost Centre Budget Holder and the Executive Director, Registration and Corporate Resources.	
Consultancy Expenditure	Regardless of value, this expenditure needs to be approved by the Cost Centre Budget Holder and the CEO.	

Authority to proceed must **not** be given to a supplier until approval of the request and the completion of both the necessary tender exercise and the contract documentation.

The Public Contracts Regulations and the GDC Procurement Policy - Key Considerations

1. The purpose of the Public Contracts Regulations (PCR2015) and the Procurement Policy is to provide guidance for the undertaking of procurement activity. Compliance with these documents ensures we have an open, transparent and competitive procurement approach which delivers best value for money and doesn't discriminate against suppliers.
2. The Regulations and the GDC Policy require that procurements with a **total estimated whole life value of £25,000 or more** are openly advertised on Contracts Finder, unless there are compelling reasons to the contrary.
3. The GDC must publish a contract award notice on Contracts Finder when it has awarded a contract with a total estimated whole life value of £25,000 or more, whether or not the contract was openly advertised or is subject to a valid exemption. Aggrieved suppliers may challenge a contract award where the requirements of the Regulations have not been followed.
4. A contract awarded as a result of an STA approach is outside of the Regulation / GDC Policy (if approved) will be publicly advertised on Contracts Finder and will include the following information as required by the Regulations:
 - the name of the contractor;
 - the date on which the contract was entered into;
 - the value of the contract.
5. An STA will be reported to the internal Audit Risk Committee as required by the Procurement Policy.

Please note: any other relevant legislation requirements such as Public Sector Equality Duty, GDPR, FOI, Bribery Act 2010 and Modern Slavery still apply and must be considered.

Supplier Name:	Supplier name in full including any trading as names				
Requested by (on behalf of):	ANO on behalf of A.N.Other	Budget/Funding Source	Directorate	***	
			Cost Centre Name	***	
			Cost Centre Code	***	
Date:	24/02/2018	Procurement Reference: <i>To be obtained from Procurement</i>			***
Total Spend to Date (Net):	All PO Numbers and net value; PO1234 @ £25,000 and PO1235 @ £10,000 = £35k	Additional Spend request (Net):	Request: £25,000	Total Spend (Net):	Total: £60,000
Original Contract Start Date:	24/02/2018	Original Contract End Date:	24/02/2018	Proposed End Date:	24/02/2018

Background: [Describe the background to the requirement including previous contracts/expenditure, reference or attach any additional relevant information]
Requirement: [Describe the goods/services/solution required including proposed contract term and value]
Proposed approach: It is proposed that a direct source procurement is conducted to engage [Supplier name] to supply [outline services to be provided]
Justifications for the proposed approach are [review the risks below and consider when offering justification]: <ul style="list-style-type: none"> [e.g.: technical necessity due to compatibility with existing GDC systems and processes or; service is of highly specialist nature, skilled of contractor is of primary importance, or supply market has been tested and found to be limited - detail] an emergency, i.e. a threat to life, health, property or reputation of the GDC where 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.... [Specify] [Specify]
Procurement team comments: The Procurement Team notes that whilst the proposed approach does not comply with either the Regulations or our Policy. [Comments specific to the circumstances] Proposed approach for future compliant procurement of the goods/services/works required. [Comments specific to the circumstances]
Risks [Bullet points in this section may be added to or deleted as required subject to the circumstances of the non-compliance] The following risks are associated with the proposed approach: <ul style="list-style-type: none"> a potential supplier may seek judicial review of GDC’s decision not to comply with the Regulations. They may also challenge the award decision to court, resulting in increased reputational risk and significant time and cost to the GDC to investigate and respond to the complaint the proposed procurement may contribute to a public perception that GDC’s procurement practices are not fair or transparent which could tarnish GDC’s overall public reputation for fairness

APPENDIX A

- the proposed procurement could contribute to a perception in the market that the GDC is limiting its supply market. This could reduce the number of potential suppliers wishing to do business with the GDC and impact on the GDC's ability to obtain value for money
- as the market will not be tested, there is no means for determining whether the price is within current market rates, therefore this procurement may not represent value for money
- in a case of incumbent suppliers the risk of overreliance may arise e.g. in terms of knowledge and IP
- GDC may be subject to adverse audit reporting

Recommendation

It is recommended that you:

- Approve** this exception to the Regulation / Policy for the supply of [Specify goods/services/solution] through [enter procurement approach taken] with [enter Supplier name].
- Approve** the extension to the contract.
- Note** that the resulting contract will be for [Specify term] and have a value of no more than [Specify value]. Funding expenditure coming from [Explain / provide description and specify cost code].
- Note** the reasons for the proposed approach.
- Note** the Procurement Team's comments.
- Note** the risks associated with the proposed approach.

Endorsed / Not Endorsed by Budget Holder: [Print Name]

Signed		Date	
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Endorsed / Not Endorsed by Finance, to confirm budget is available: [Print Name]

Signed		Date	
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Endorsed / Not Endorsed by Procurement, Corporate Legal on Process: [Print Name]

Signed		Date	
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Endorsed / Not Endorsed by Executive Director if Different to Budget Holder: [Print Name]

Signed		Date	
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Endorsed / Not Endorsed by Executive Director Registration and Corporate Resources/CEO: [Print Name] *Please delete as appropriate

Signed		Date	
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GENERAL DENTAL COUNCIL

CONTRACT FOR []

EVALUATOR DECLARATION OF INTEREST

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

* DELETE AS APPROPRIATE

* I have reviewed the list of tenderers above and confirm that I have no 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 an 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.