

Constitution

Part 4: Rules of Procedure

Appendix 3: Contract Standing Orders

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Glossary of Terms

Authorised Officer	Means the holder for the time being of any post having authorised powers and duties in respect of the procurement concerned.
Chief Officer	means any officer in the following categories of officer, Chief Executive, Strategic Director, and/or, Head of Service
Contract	Means any form of agreement (including, without limitation, official purchase orders) for the supply of Goods, provision of Services or carrying out of Works.
Contract Standing Orders	means these Contract Standing Orders
Contractor	Means any contractor, supplier or provider with whom the Council enters into a Contract for the carrying out of Works, provision of Services or the supply of Goods.
Framework Agreement	An agreement with one or more Contractors, the purpose of which is to establish the terms (in particular with regard to price and quantity) governing a contract or contracts to be awarded during the period for which the framework agreement applies.
Goods	Covers all Goods, supplies, substances and materials that the Council purchases, hires or otherwise obtains.
Grant and Grants	a sum of money paid or to be paid by the Council to a third party, and in respect of which the Council does not require the grantee to provide the Council with any Services, or Goods or carry out any Works for the Council's direct benefit. The Grant may be conditional (i.e. obligation to spend the Grant in a particular manner, to account for that spend and repay the Grant if the Grant conditions are breached).
Procurement	Means the process by which the Council manages the acquisition of all its Goods, Services and Works. It includes the identification of need, consideration of options, the actual procurement process and the subsequent management and review of the contracts.
Procurement Guidance Handbooks	Means the Guidance notes issued/to be issued from time to time by the Strategic Procurement Officer.
Strategic Procurement Officer	means the Strategic Procurement Officer - Corporate

Procurement Services or any officers under his/her supervision or management who are given delegated authority to carry out any of the obligations, duties or activities required to be performed by him/her under these Contract Standing Orders or to act in his/her absence.

Procurement Process

The procurement process spans the whole life cycle, from identification of needs, options appraisal, supplier selection, award, and contract management through to the end of a contract or the end of the useful life of the asset, or disposal of the asset.

Services

Includes all services, which the Council purchases or otherwise obtains including advice, specialist consultancy work, agency staff etc.

Single Tender and Reduced Number of Tenders

means where these Contract Standing Orders allow (and for good reason and subject to a proper business case), the Council limits the minimum number of Tenderers to be invited to tender to one or a lesser number than would otherwise normally be required by these Contract Standing Orders given the estimated value of the Contract concerned.

Negotiated Procedure

Whereby the Council has negotiated the terms of the Contract with one or more providers, Contractors or suppliers selected by it.

Tenderer/ Tenderers

Individual, individuals, partnerships, companies or other bodies invited to submit quotes/tenders/prices for providing the Council with Services, supplying Goods or carrying out Works.

Variant Bid

Means an offer/bid which contains variants on the requirements specified by the Council in its procurement documentation.

Variation and Variations

Means any alteration to a Contract, including additions, omissions, substitutions, alterations, or changes of any other nature.

Works

Includes all works of new construction and repairs in respect of physical assets (buildings, roads, etc.) including all those activities constituting Works for the purposes of the Public Contract Regulations 2006.

1 Introduction and General Principles

Procurement is the process by which the Council manages the acquisition of all its goods, services (including but not limited to consultants/consultancy services of any type) and works of all sorts. It includes the identification of need, consideration of options, the actual procurement process and the subsequent management and review of the contracts.

Procurement by the council is governed by detailed European and United Kingdom legislation, as are other areas of council contracting. The law requires all council procurement and contracting to be conducted transparently, fairly and in a non-discriminatory manner.

In the event of statutory or other legal requirement exceeding the requirements contained within these Contract Standing Orders, then statute shall take precedence over any provision in these Contract Standing Orders.

Contract Standing Orders govern the organisational behaviour in the conduct of procurement and it is a given that such behaviour shall support the delivery of the wider policies and objectives of the Council.

The Council's approved policies and procedures must be reflected as far as possible in any contractual arrangements with particular reference to long term sustainability, equalities, local labour and employment issues, cost effectiveness and public accountability.

These Contract Standing Orders shall apply to all areas of council activity, including all types of external spend and any type of sub-contracting, apart from contracts for the acquisition and sale of interests in land and the exempt contracts described in 'exceptions'.

These Contract Standing Orders provide a corporate framework for the procurement of all Goods, Services and Works for the Council. The Contract Standing Orders are designed to ensure that the Council obtains value for money and the required level of quality and performance in all contracts let and that all procurement activity is conducted with openness, probity and accountability.

In considering the application of these Contract Standing Orders Members and Officers must ensure that the following principles are adopted.

All references to competitive tenders and quotations within these Contract Standing Orders shall apply (with such changes as are appropriate) equally to circumstances where the contract involves the receipt of income by the council or the disposal of any asset or undertaking by the council, as they do to purchases to be made by the council, unless specifically stated otherwise.

Where practical, the principles laid down in these Contract Standing Orders and the Council's Financial Regulations must be reflected in the operation of partnerships and other such arrangements where a third party is performing services on behalf of or in conjunction with the Council.

Nothing in these Contract Standing Orders shall preclude the Council from its duty in spending public money wisely. Any procurement or disposal procedure must:-

- Achieve best value for the public money expended
- Be consistent with the highest standards of integrity
- Ensure fairness, equality of opportunity and probity

The nature and extent of procurement activity must be appropriate to the nature and value of the goods, works and services being procured. Procurement management will be optimised to make the most of the Council's resources and conducted in accordance with the Council's tactical and strategic goals.

Where the Council has in place an in house provider, existing Corporate Contracts, Framework Agreements or Preferred Suppliers for the supply of goods, materials or services, such Corporate Arrangements must be used in preference to any other arrangements unless previously agreed with the Head of Finance.

Where the Council uses consultants to act on its behalf in relation to any procurement, then the Head of Service shall ensure that the consultants carry out any procurement in accordance with these Contract Standing Orders.

These Contract Standing Orders must be strictly complied with.

General responsibilities of Chief Officers (Strategic Directors): The Head of Service has responsibility for all contracts tendered and let by their Department. He/she is accountable to the Cabinet for the performance of his/her duties in relation to contract letting and management, which are:

- a) to ensure compliance with English and EU legislation and Welsh Government and Council Policy;
- b) to ensure value for money in all procurement matters;
- c) to ensure compliance with Contract Standing Orders and the Purchasing Guides
- d) to maintain a departmental scheme of authorisation;
- e) to ensure that all relevant staff are familiar with the provisions of Contract Standing Orders and the Purchasing Guides and that they receive adequate training on their operation;
- f) to ensure compliance with any guidelines issued in respect of these Contract Standing Orders;
- g) to take immediate action in the event of a breach of Contract Standing Orders or the Purchasing Guides within his or her area to keep proper records of all contracts, tenders etc. including electronic
- h) data files (where electronic tendering systems are used), minutes of tender evaluation panels and other meetings;
- i) to keep records of waivers and exemptions of any provision of these Contract Standing Orders
- j) to make appropriate arrangements for the opening of written quotations and their secure retention, so as to protect the integrity of the tendering process;
- k) to keep proper records of all contracts awarded
- l) The safekeeping of all original contracts which have been completed by signature and ensuring contracts to be executed under the seal of the Council are provided to Head of Law and Standards for completion within an appropriate timeframe. Sealed contracts are retained by Head of Law and Standards.

Heads of Service are empowered within the terms of these CSO's to authorise to any Officer within their Department to conduct procurement activity for service area requirements, such approval will not affect their accountability for actions taken in their name by Officers: Authorised Officers responsible for purchasing or disposal

shall be the must comply with these CSOs, Financial Regulations, Code of Conduct and with all UK and European Union binding legal requirements.

The Authorised Officer must:

- a) keep the required records
- b) ensure that Tender procedures are conducted in accordance with procedures set out in the Invitation to Tender.
- c) also ensure that agents, consultants, and contractual partners acting on their behalf also comply.
- d) take all necessary legal, financial and professional advice.

No councillor or officer may accept any form of hospitality from any Candidate during a tendering (or similar exercise). Hospitality from suppliers, service providers or contractors who may or may not have current contracts with the Council may only be accepted in accordance with the Code of Conduct for Elected Members” and “Code of Conduct Employees, for officers, both of which form part of the Council’s Constitution. For both Members and officers the appropriate Declaration or Register of Gifts and Hospitality should be completed in accordance with this guidance.

Any Member or Officer who has a personal interest in a transaction must declare that interest and play no further role in any part of that transaction. Officers must declare any relationships with external suppliers, contractors or consultants (whether existing or potential) in accordance with the Council’s Codes of Conduct.

These Contract Standing Orders do not preclude consideration and adoption of any particular model of contractual relationship including partnership, partnering, joint venture, collaboration or more traditional forms of contract. A decision on which form of contract / procurement is to be pursued should be part of the Council’s approved project management arrangements.

The Council’s approved Procurement Strategy must inform all procurement decisions.

Any contract to be publicly advertised must be advertised on buy4wales, the National Procurement website. The service is provided free of charge to buyers and sellers and login details are available from Strategic Procurement. Contract notices may be advertised additionally in any other publication deemed appropriate by the Head of Service.

Corporate project management techniques should be applied to contracts in excess of £50,000

Specifications of any works, goods and services required should be drawn up where appropriate.

In the case of capital contracts, a Head of Service must ensure that the scheme is in the approved capital programme before inviting tenders.

No tenders or quotations will be invited unless proper and adequate financial provision has been made in the Council’s budget to meet the total expenditure to be committed unless the appropriate Cabinet Member authorises otherwise.

Tenders or quotes should be accepted on the basis of the most economically advantageous tender. Evaluation criteria must be determined at the outset of the procurement process, recorded and communicated to tenderers. For low value transactions, this criterion will normally be price.

References within these Contract Standing Orders to financial values relate to the aggregate total value of related works, goods or services. The aggregated contract value of works, goods or services should be the estimated total value over its full duration including any extension options. Where the duration of a contract is indeterminate, this should be taken to be the estimated value of the contract over a period of four years. The separation of transactions into smaller amounts will not remove the necessity to comply with any requirement within these Contract Standing Orders.

Where external funds are sought, and the securing of such funds is dependent upon expenditure being undertaken in a specified timescale, officers and the appropriate Cabinet Member should carefully consider the potential impact on the development and the contractual processes of the need to spend within the specified timescale.

All applications for external funding must firstly be agreed via a report to the relevant Cabinet Member which includes consultation with the Chair of Cabinet.

Where external grant funding has specific award criteria, officers must ensure that those criteria are clearly met and that projects are managed in accordance with the external body's requirements.

The appropriate Cabinet Member must be made fully aware of the implications of a major change in the specification of a project in both financial and operational terms, and be made fully aware of all other significant decisions affecting the project. At the first indication of a significant potential overspend, the client officer and the appropriate Cabinet Member shall be notified by the project manager.

Officers are to maintain adequate records of significant decisions taken, the implications, and the factors taken into account when making that decision.

As a result of implementation of the Freedom of Information Act, past, current and future tender documentation and contracts could potentially be subject to disclosure from January 2005. Public authorities cannot "contract out" of their obligations under the Act. Unless an exemption provided for under the Act is applicable in relation to any particular information, the Council will be obliged to disclose that information in response to a request, regardless of the terms of any contract.

Officers requiring advice regarding procurement procedures should contact the Strategic Procurement Officer and for advice regarding compliance should contact the Head of Law and Standards, and/or Internal Audit.

2 Compliance with the Contract Standing Orders

Except as provided for in these Contract Standing Orders, every contract made by or on behalf of the Council shall comply with these Contract Standing Orders and no exception from any of the following provisions shall be made otherwise than by a decision to waive the Contract Standing Orders properly taken by the Cabinet or the appropriate Cabinet Member.

All decisions must be made in accordance with the Council's scheme of delegations.

Where the Council uses a consultant to undertake a procurement exercise, the consultant shall not make any decision on whether to award a contract or who a contract should be awarded to. The Head of Service shall ensure that the

consultant's performance in relation to procurement is in accordance with these Contract Standing Orders and European procurement regulations.

Members and Officers must declare any potential conflicts of interest to the appropriate Head of Service prior to the commencement of the procurement or at such time that the Member or Officer becomes aware of such a potential conflict. Where the council uses consultants to act on its behalf in relation to any procurement the consultant must declare any potential conflict of interest that may arise to the Head of Service prior to the commencement of the procurement process or at such time that the contractor becomes aware of such a potential conflict of interest. Where the Head of Service considers that such a conflict of interest is significant the Member, Officer or Consultant shall not be allowed to participate in the procurement process.

Express note of any decision to waive these Contract Standing Orders shall be made in the written record of the decision taken by the Cabinet or appropriate Cabinet Member and the reasons why the exception had been justified must be included.

Every decision by Cabinet or the appropriate Cabinet Member to waive Contract Standing Orders shall be reported to the Audit Committee.

Arrangements must be made to meet the requirements of any specific legislation, EU Procurement Directive or Public Contracts Regulations shall take precedence over these Contract Standing Orders where any conflict exists.

In all cases where a decision of the appropriate Cabinet Member is required, and where that Cabinet Member is not available, the Chair of Cabinet or another nominated member of the Cabinet shall be authorised to take that decision.

Where incidents of non-compliance occur, the relevant Head of Service will report such incidents to the Audit Committee including such action that is necessary to prevent a reoccurrence. Where such non-compliance is revealed during audit work, a report should occur after completion of the audit.

Officers wilfully breaching these Contract Standing Orders may be subject to disciplinary action under the Council's disciplinary code, and legal proceedings in cases where illegal activities have occurred. Officers should ensure they are aware of the Bribery Act and the implications regarding procurement activities.

3 EU Public Procurement Directives

The requirements of the appropriate EU Public Procurement Directive and Public Contracts Regulations shall be complied with in relation to all contracts for the execution of works or supply of goods or services.

Should there be a conflict between the provisions of these Contract Standing Orders and any provision of an EU Directive, Public Contracts Regulations or other national legislation the latter shall prevail.

The total value of work on any project even if it is split into separate contracts shall be used to establish whether any limits included in an EU Procurement Directive or the Public Contracts regulations have been complied with.

Further information and current procurement thresholds are available from the procurement web page on the Council's Intranet.

4 Excepted Contracts

CSO 5 to 22 shall not apply to the following:-

- i. purchase of works, goods or services from an in-house service provider
- ii. purchase of works, goods or services from an existing contract on the Council's Corporate Contracts Register, available from the Strategic Procurement Unit
- iii. purchases of less than £100 in value.
- iv. purchases of between £100 and £3,000, officers should provide evidence that the purchase represents value for money. This may be via a note of cost comparison's or other evidence for internal audit purposes.
- v. tenders invited on behalf of any consortium, associated or other body of which the Council is a Member, but not leading the procurement and provided that the tenders are invited in accordance with the method prescribed by any such body
- vi. contracts of employment

In all cases above the Authorised Officer must be able to demonstrate that the purchase meets the general principles detailed in CSO1.

Where an Authorised Officer can demonstrate good reason and where Head of Service approval has been obtained via the Excepted Contracts form CSO's 5 to 22 shall not apply to the following:-

- vii. purchase by auction or at public fairs or markets
- viii. 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
- ix. the purchase of goods, materials or services which are available only from one provider and for which no satisfactory alternative is available
- x. the acquisition of services from artists and performers where the identity and or skills of the artist or performer is the primary consideration. Officers must ensure that the engagement of such artists represents value for money and is an appropriate business decision.
- xi. purchase of works, goods or services from a supplier under an acknowledged public sector agreement such as the Government Procurement Services (formerly Buying Solutions) or a collaborative procurement agreement arranged through another public sector body. Where more than one arrangement is identified, the Authorised Officer shall conduct an evaluation of the available frameworks to determine which, if any, is likely to best meet the requirements of the Council prior to commencing any competitive action under the framework terms.
- xii. the execution of requirements which are of a specialist nature and can be carried out by only one contractor; and services or supplies which can only be provided by, or on behalf of, a public utility, statutory undertaking or local authority
- xiii. extensions of existing contracts where the extension is in accordance with the conditions, specification, rates and/or prices of the original contract award
- xiv. first extension of existing contracts where no provision for extension was provided in the original contract award, the extension must be approved by Cabinet/Cabinet Member, via a report detailing the reasons for the extension, a value for the extension and the timetable for retendering.
- xv. the execution of works or the purchase of goods or materials necessary for urgent maintenance work to highways, buildings, plant or other assets to

prevent rapid and progressive deterioration or to maintain essential services, provided that the expenditure incurred and the name of the contractor is reported to the next meeting of the appropriate Cabinet Member.

Contract Standing Orders 5 to 13 and 19 to 22 shall not apply to the following:-

- sale of land

5 In-House Providers and Service Providers

In accordance with the general principles, the following Contract Standing Orders shall apply to all in-house service providers.

Where an in-house service provider has declined the opportunity to provide goods, works or services, any subsequent procurement from an external supplier must comply with the principles of these Contract Standing Orders and demonstrate value for money.

Where a service area believes the costing provided via an in-house provider does not represent value for money, they may apply to the Head of Finance for authority to waive this requirement and tender for provision.

For the avoidance of doubt, the In-house service providers included specifically under CSO5 are as listed in the “**Approved In-House Provider List**”

6 Contracts between £3,000 and £25,000 in value

Where a contract is between £3,000 and £25,000 in value and no in-house provider or existing contract arrangement exists, a formal quotation process must be undertaken. A document detailing the requirements or specification must be issued detailing the nature of the procurement and written quotations requested either from 3 suppliers on a Newport City Council Approved list, see 11 Selective Tendering – Approved Lists or from persons suitably qualified where no list is maintained. The invitation to quote should indicate that the quotation should be returned in an envelope using the Council’s “**Quotation Label**” or to a **secure electronic location**, if electronic methods are used, and must include the quotation reference, the deadline for submission, and the relevant addressee. No quotations should be opened prior to the deadline. The quotations should be opened and recorded after the deadline by an independent officer and retained. Prior to placing an order or signing a contract, the Head of Law and Standards must be consulted on the appropriate terms and conditions and form of contract. Contract Standing Orders 8 to 17 do not apply.

Where a contract is for social care provision CSO 25 shall apply.

7 Contracts over £25,000 and below EU threshold in value

Where a contract value exceeds £25,000 but is below the EU tender threshold, and no in-house provider or existing contract arrangement exists, a formal tender process

must be undertaken and the requirements openly advertised on the national procurement website or issued to at least 3 suppliers on a Council Maintained Approved List. Prior to the issue of the advertisement, the proposed arrangement must be approved by the Strategic Procurement Unit using the “**Sub EU Tender Request Form**”

The Authorised Officer must consider the Economic, Social and Environmental impact of the project when determining the specification and evaluation criteria, and potential for community benefits to maximise the added value of the procurement.

Where a contract is for social care provision CSO 25 shall apply

The invitation to tender must include details of the Council’s requirements for the particular contract including:

- (a) a specification of the Services, Goods or Works being procured and instructions on whether any variants are permissible;
- (b) the procurement timetable including the tender return date and time, which shall allow a reasonable period for the applicants to prepare their tenders;
- (c) the Council’s terms and conditions of contract;
- (d) the evaluation criteria including attached weightings;
- (e) the Form of Tender;
- (f) pricing mechanism and instructions for completion;
- (g) whether the Council is of the view that TUPE will apply;
- (h) form and content of method statements to be provided;
- (i) requirements for submitting of tenders;
- (j) requirements for seeking clarification on aspects of the tender and any further information which will inform or assist Tenderers in preparing tenders.

11.2 Every Tenderer submitting a tender will be required to sign a declaration to the effect that:

- (a) they have not and will not inform any other person of the amount of their tender;
- (b) they have not fixed the amount of any tender in accordance with a price fixing arrangement;
- (c) they accept that the Council is entitled to cancel the contract and to recover from them the amount of any loss resulting from such cancellation if it is discovered that there has been any corrupt or fraudulent act or omission by them which in any way induced the Council to enter into the contract;
- (d) acknowledgement that the Council is not bound to accept the lowest or any tender submitted, that the tender exercise may be aborted at any stage during the tender process and that they tender at their own cost and expense.

Tenders must be returned to the Head of Law and Standards, in accordance with clause 16 of these CSO's or via electronic submission as detailed in Clause 15.

8 Contracts in excess of EU Procurement Directive Threshold

Where a contract value is likely to exceed the EU threshold, the tender action must be notified to the Strategic Procurement Unit via the **"EU Tender Registration Form"**. Officers may conduct **"Open, Restricted or Accelerated Tender procedures"** with support from the Strategic Procurement Unit to ensure compliance with the regulations and to minimise the risk of challenge. Where the use of **"Competitive Dialogue, or Negotiated procedures"** is deemed necessary these procedures may only be carried out by the Strategic Procurement Unit, and Officers must refer the project to Strategic Procurement.

The tender process must follow the EU requirements for tendering and the Invitation to Tender must include a similar suite of documents as listed in CSO 7. **Tenders must be returned to the Head of Law and Standards, in accordance with clause 16 of these CSO's or via electronic submission as detailed in Clause 15.**

The Council is required to complete a statistical return to Government for onward transmission to the European Commission concerning contracts awarded during the year under EU Contract Standing Orders. The Strategic Procurement Unit will be responsible for completing the return on behalf of the Council and will utilise the information provided on the Tender Registration form to complete the return.

9 Competitive Tender Process

Tender opportunities where value exceeds £25,000 must be advertised for at least 10 working days on the buy4wales website or in accordance with the EU regulations where applicable, and where necessary an appropriate publication. For the avoidance of doubt, appropriate publication includes the traditional press, journals, trade publications and the internet.

The advertisements must detail the particulars of the contract and the methodology for interested parties to register interest. Notice of the advertisement may also be sent to any persons already known to the Authorised Officer conducting the tender exercise as potentially interested in that type of contract.

The Authorised Officer must establish a Project Team to develop the requirements and evaluate offers. The Project Team should consist of a minimum of two officers for tender below EU threshold and three officers or more for EU tenders. Any Officer forming part of the Project Team must understand the purpose of the tender and have sufficient technical knowledge and/or procurement knowledge to be able to contribute positively to the process.

The Invitation to Tender documentation must be sent to all respondents to the advertisement, either as a full Invitation to Tender, where an Open procedure is used or Pre-Qualification Documents where any type of Restricted process is used. Where an Open procedure is used this should be split into 2 stages, Selection and Award, and the Selection stage questions should be based on standard Pre-Qualification questions.

The Pre-Qualification questions used on Open and Restricted procedures should be based on the “**Supplier Qualification Information Document (SQUID) Newport template**”. Following the selection process the Invitation to Tender shall be sent to all participants who qualify or to the number indicated within the Pre-Qualification document as the maximum number to be invited.

Prequalification Procedures shall be as detailed within the contract notice. The Council shall only shortlist bidders who demonstrate supplier acceptability, suitable experience, technical capacity and competence, effective health and safety, managerial and financial standing and appropriate insurances as detailed in the SQUID Newport Template.

Where any form of Restricted Process is used, Prequalification submissions must be returned to Strategic Procurement for registration. Strategic Procurement will manage the returns process, either manual or electronic and will retain documents until released to the Authorised Officer. Authorised Officers must confirm receipt of submissions from Strategic Procurement.

10 Financial Vetting

Financial vetting shall be considered for all tenders in excess of £25k. The assessment as to whether a financial assessment is required will be based on the “**SQUID risk matrix**”

Any vetting shall be a method approved by the Head of Finance for that purpose and be conducted at the selection stage.

The financial vetting of contractors or supplier seeking inclusion on a Council maintained or third party maintained Approved List shall also be risk based, and where financial vetting is required contractors and suppliers may not be included on the Approved List until a financial assessment has been made.

The form of financial vetting shall be as deemed appropriate by the Head of Finance and may include:-

- A financial assessment by a recognised external body, for example Constructionline, Credit Safe, Experian.

or

- A detailed analysis of previous 3 years audited accounts
- Banker reference, provided at the cost of the contractor/suppliers

11 Selective Tendering – Approved Lists

This Standing Order shall have effect where:-

- a Head of Service maintains an approved list of persons to be invited to tender for contracts for the supply of works, goods or services of specified categories or
- where the Cabinet has approved the use of an external approved list maintained by a third party.

Lists maintained by the Council

- the list shall be compiled and maintained in accordance with these Contract Standing Orders.

Before inviting applications for inclusion on the list the Authorised Officer via Head of Service shall set the relevant criteria for determining whether a person should be included and the selection criteria must include, in all cases, a person's previous performance or work record and technical competence.

Strategic Procurement must be notified of the intention to create an Approved List, to avoid any duplication and to ensure inclusion in the “**Register of Approved Lists**” maintained by Strategic Procurement

The list will contain the names of all persons who meet with approval criteria. Applicants who are unsuccessful in their application must be notified and given details of the reasons for their non-acceptance.

The list must indicate the categories and contract values the Approved Provider is accepted for.

At least 4 weeks before the list is first compiled, a notice inviting applications for inclusion shall be issued via buy4wales and if necessary an appropriate publication, in accordance with the requirements CSO 9 Competitive Tender Procedure.

The list must be refreshed at intervals not exceeding 3 years to invite new applications for inclusion in accordance with the procedures detailed above. Contractors and Suppliers included on the list being refreshed, shall be notified of the advertisement and asked to update their information if they wish to remain on the approved list, they will not need to complete a full re-application process.

Strategic Procurement must be notified of any changes as a result of the refresh and the next date when the list will be refreshed so the Register of Approved Lists can be updated.

The Head of Service shall report at the commencement of the Approved List the procedures for use to the appropriate Cabinet Member for approval. These procedures should, include details of the work categories, maximum contract values and the rotation process where appropriate.

Where, by virtue of a decision of the Head of Service, invitation to tender for a contract is limited to persons whose names appear on the list maintained under this Standing Order, an invitation to tender for that contract shall be sent to at least 3 of those persons whose names appear in the said list as being approved for a contract for that value or amount or of that category or, if there are fewer than 3 such persons, to all such persons. If there are more than 3 such persons, the persons to whom invitations are sent shall be selected (either generally or in relation to a particular contract or to a category of contracts) by the Head of Service on a fair and equitable basis, whether by rotation or by any other means, so as to ensure fair competition, value for money and quality of service. The Head of Service shall report at least annually to the appropriate Cabinet Member on the use of the Approved List demonstrating the application of the agreed rotation method.

If a person whose name appears on the list fails, at any time, to meet the Council's requirements or fails to perform to an acceptable standard, he/she shall first be given written notification of those areas where he/she has failed to meet the Council's requirements and shall be given the opportunity to answer such allegations or make representations in support of his/her continued inclusion in the list.

Before a person shall be removed from the approved list, the Head of Service or other supervising officer shall submit a report to the appropriate Cabinet Member. The report shall detail the performance of that person including any representations obtained from them. If the Cabinet Member confirms removal, written confirmation shall be sent to the person informing of the basis of this decision.

Lists maintained by a third party

Where an external approved list has been authorised for use by Cabinet and there are more than 3 persons included on such a list, the persons to whom invitations to tender are sent shall be selected (either generally or in relation to a particular contract or to a category of contracts) by the Head of Service on a fair and equitable basis, whether by rotation or by any other means. The Head of Service shall report at least annually to the appropriate Cabinet Member on the use of the Approved List demonstrating the application of the agreed rotation method.

12 Framework Arrangements

Framework arrangements can be used where the Council wishes to contract for the provision of goods, services or works without conducting multiple procurement exercises.

Any Officer considering the establishment of a framework agreement must obtain advice from the Strategic Procurement Unit, prior to commencing the project as there may be an existing framework agreement which has been approved for use by the Council or a commitment contract which may offer better value for money. Where a valid framework exists, it must be used in accordance with the guidance provided by the Lead Authority.

Prior to tendering for a Framework Arrangement the Head of Service must establish the anticipated value of the Framework, to ensure the correct tender procedure is used.

A framework arrangement shall not exceed four years duration, including an optional extension period, except in exceptional circumstances due to the subject nature of the framework. Where an Authorised Officer considers exceptional circumstances may exist they must seek advice and approval from Strategic Procurement prior to issuing the contract notice. The contract notice must detail of the duration and the exceptional circumstances which exist to justify the extended period, where a duration exceeding 4 years in given.

A Framework Arrangement can only be established following a Formal Tender Process as detailed in these Standing Orders, based on the anticipated value, CSO 7 or CSO 8.

Frameworks can be established with a sole supplier or multiple suppliers. Where multiple suppliers are involved, mini competitions are required prior to the award of specific contracts where the terms of the framework do not clearly define the work or contract values which would allow an assessment to be made of the Most Economic Advantageous offer. All suppliers capable of meeting the requirements must be afforded the opportunity to bid in the mini competition. There is no provision for the rotation of suppliers in a Framework Agreement.

Any Framework Arrangement set up by a client department shall be notified to the Strategic Procurement Unit by the Authorised Officer in order that the Strategic Procurement Unit can incorporate the Framework Arrangement into the **Council's Contracts Register**.

The Head of Service shall report at least annually to the appropriate Cabinet Member on the use of the Framework Arrangement including details the number of mini competitions held and the contracts awarded.

13 Nominated Sub-Contractors and Suppliers

For the avoidance of doubt, this Contract Standing Order only applies where the Council has a specific requirement for a named product, supplier or sub-contractor to perform a specialist role under the main contract.

The principle of non-discriminatory and equal treatment is undermined by the nominated process, and officers should carefully consider whether or not a nomination is justifiable. Where product, supplier or sub-contractor is to be nominated to a main contractor, the following provisions shall have effect.

- Where the estimated amount of the sub-contract or the estimated value of goods to be supplied by the nominated supplier does not exceed £25,000, 3 quotations should be invited in accordance with CSO 6. Where the relevant Head of Service is of the opinion in respect of any particular nomination that it is not reasonably practicable to obtain competitive quotation, they complete the Excepted Contracts form in rel. The terms of the invitations shall require an undertaking by the sub-contractor that if he/she is selected he/she will be willing to enter into a contract with the main contractor on terms which indemnify the main contractor against his/her own obligations under the main contract in relation to the work or goods included in the sub-contract
- the supervising Head of Service or an officer authorised by him/her, shall nominate to the main contractor the person whose quotation is, in his/her opinion, the most economically advantageous one.

PROVIDED that where the preferred quotation is other than the most economically advantageous one received the circumstances shall be reported to the next meeting of the appropriate Cabinet Member.

- where the estimated amount of a sub-contract or the estimated value of the goods to be supplied by a nominated supplier exceeds £25,000, then unless the appropriate Cabinet Member, determines in respect of any particular nomination that it is not reasonably practicable to obtain competitive tenders
- tenders for the nomination shall be invited in accordance with Contract Standing Orders 7, 8, 9 or 10 as the case may be and Contract Standing Orders 11 and 18 inclusive shall apply as if the tender were for a contract with the Council. The terms of the invitation shall require an undertaking by the tenderer that if he/she is selected he/she will be willing to enter into a contract with the main contractor on terms which indemnify the main contractor against own obligations under the main contract in relation to the work or goods included in the sub-contract
- the supervising Head of Service concerned, or an officer designed by him/her shall nominate to the main contractor the person whose tender is in opinion

the most satisfactory

PROVIDED that, where the preferred tender is other than the economically advantageous one received, the circumstances shall be reported to the next meeting of the appropriate Cabinet Member.

14 Invitations to Tender

Each invitation to tender given in pursuance of these Contract Standing Orders shall name the latest day and hour for receipt of tenders by the Council.

Tender Documentation should provide full details of the requirements and instructions to tenderers to enable them to submit accurate tenders. Details of the required documentation are provided in CSO 7.

15 Electronic Tendering

Invitations may be transmitted electronically providing that evidence of successful transmission is obtained and recorded.

Officers may use full Electronic Tendering services such as the Value Wales Approved Service, where the use has been agreed with Strategic Procurement and the Head of Law and Standards. In these cases Clauses 18 to 20 of Contract Standing Orders shall not apply.

16 Submission of Tenders

Subject to provisions of CSO 15 (Electronic Tendering), each invitation to tender given in pursuance of these Contract Standing Orders shall be returned in accordance with the Council's approved return methods. Details of the return method shall be issued to tenderers as part of the tender documentation. Any envelope or labels used to submit tenders shall not bear any name or mark indicating the sender.

Officers inviting tenders must notify the Head of Law and Standards, no later than 5 working days before the published return date, of the tender name and reference, anticipated value, list of bidders and any other relevant information. The Head of Law and Standards will open received tenders and notify Officer when documentation is available for collection.

Tenderers must be advised that tenders despatched by facsimile transmission or email will not be considered.

Tender submissions be accompanied by an undertaking which shall become a condition of the contract that the amount of the tender has not been calculated by agreement or arrangement with any person other than the Council and that the amount of the tender has not been communicated to any person other than the Council and will not be communicated to any person until after the closing date for the submission of tenders.

Failure to comply with the Council's instructions in this regard may result in the tender being disregarded if in the opinion of the Head of Law & Standards, such failure is material to the proper outcome of the tender exercise.

17 Receipt of Tenders

Envelopes submitted in accordance with the provisions of Contract Standing Order 14 shall immediately upon receipt be consecutively numbered and remain in the custody of the Head of Law and Standards or an officer designated by him/her until the time appointed for their opening.

An officer receiving tenders shall indicate on the label/envelope the date and time of its receipt by him/her.

For any tender received after the date and time indicated for the receipt of tenders or having any identifying marks, the decision regarding whether the tender can be considered is at the discretion of the Head of Law and Standards. Tenders not accepted by the Head of Law and Standards shall be deemed as rejected. The Rejected tender shall be opened by Head of Law and Standards and the bidder to be notified that their submission was rejected

18 Opening of Tenders

Tenders received under Contract Standing Orders 8, 9, 10 and 13, shall be opened after the expiration of the time for their delivery by the Head of Law and Standards or an officer designated by him/her for the purpose together with:

- For contracts up to £75,000, a Service Manager (graded at Principal Officer level or above) independent of the tender process
- For contracts above £75,000 and below EU threshold, a Head of Service or Director independent of the tender process
- For contracts above the EU threshold, an Independent Cabinet Member.

Opened tenders shall be immediately initialled and dated by the person opening them.

The Head of Law and Standards or officer designated by him/her shall at the time the tenders are opened record:-

- the nature of the goods or materials to be supplied or the work to be executed
- a list of all those persons invited to tender
- the name of each person by or on whose behalf a tender was submitted, together with a consecutive number endorsed on the tender envelope
- the aggregate value of each tender if appropriate
- confirmation of a nil return where appropriate
- the date and time of the opening of the tender
- the names of all persons present

19 Tender Evaluation

The Authorised Officer conducting the tender must ensure the evaluation of tenders

is in accordance with the predetermined evaluation criteria and identify the tenders which represent best value for money.

Where the Procurement is conducted pursuant to the EU Procurement Directives and UK Regulations that implement them, there are restrictions on the use of post tender negotiation and legal advice must be sought before determining whether any such negotiation would be appropriate.

The Authorised Officer, following consultation with the Strategic Procurement Officer and in accordance with any requirements set by the Strategic Procurement Officer (regarding records to be kept) may seek clarification from Tenderers in respect of their tenders provided this does not involve discrimination.

Subject always to compliance with these Rules, where Procurements are conducted outside the EU Procurement Directives, the Authorised Officer may, after consulting with the Strategic Procurement Officer, authorise negotiations if he or she considers that it is in the Council's interest to do so and provided this does not involve discrimination. If post tender negotiations are necessary then such negotiations shall be conducted with all Tenderers, unless the Strategic Procurement Officer determines otherwise. Negotiations shall be conducted on behalf of the Council by at least two officers, one of which will be nominated by the Strategic Procurement Officer. The Head of Law and Standards must be informed of any proposals to carry out negotiations and shall be invited to send a representative to the negotiation meetings. A full written record shall be kept of the results of the negotiations.

At all times during any such negotiation or clarification process the Council shall consider and comply with the EU Treaty based principles of non-discrimination, equal treatment, transparency, mutual recognition and proportionality, principles which apply to all the Council's Procurements.

The Authorised Officer may seek clarification from tenderers where appropriate in consultation with the Strategic Procurement Officer. Negotiations on price are never permissible except where the negotiated procedure is used.

Where tenderers submit "conditional" offers, seeking to add new conditions to the contract the Authorised Officer should notify the tenderer that conditional offers will not be accepted and the tenderer must either withdraw the conditions or withdraw their tender. In the event the tenderer elects to withdraw their tender, their submission will be removed from the evaluation process.

Variants tenders may be considered where this was indicated in the Invitation to Tender documentation.

20 Award of Tenders/Quotations

A Contract may only be awarded by an officer with the required approval to award contracts in accordance with the Council's Scheme of Delegations. For all Procurements valued at above £25,000, the decision to award a Contract shall be made using the Council's pro forma **Contract Award** report unless the decision is to be made by a Corporate Director or Cabinet Member/Cabinet in which case the Council's standard reporting forms for such decisions shall be used. For all report types comments from the Strategic Procurement Officer must be sought and included in the report. For procurement exceeding EU thresholds, the report must also include

legal and financial comments.

The Authorised Officer must ensure, prior to seeking such a decision that sufficient funds are in place to meet all contract payments and if any funding is being obtained from third parties that any conditions attaching to such funding have been complied with.

The Council shall only award a Contract where it represents best value for money. A Contract shall only be awarded using the pre-determined tender evaluation criteria and weightings. Where a tender is to be evaluated on price only, the Contract must be awarded to the Tenderer submitting the lowest price.

Where Procurement is conducted pursuant to the EU Procurement Directives and UK Regulations that implement them the Authorised Officer must allow the statutory standstill period prior to issuing a final award and shall publish a contract award notice in the Official Journal of the European Union no later than 48 days after the date of award of the Contract.

21 Notification of Results and De-briefing Alcatel Standstill Period

For all tenders over EU threshold, once the contract award decision has been made, and then save for the successful Tenderer, all those expressing an interest will receive a standard regret letter containing details of:

1. The award criteria and weightings
2. The score that the Tenderer obtained against those award criteria and weightings (where relevant)
3. The score the winning Tenderer obtained; and
4. The name of the winning Tenderer
5. The process for requesting a formal debrief or instigating a challenge to the decision.

If any additional information is to be disclosed to Tenderers, this must be agreed in advance with the Strategic Procurement Officer, taking into account the requirements of any legislation relating to the disclosure of information.

De-briefing is recommended in public purchasing policy guidelines as a means of assisting Tenderers to improve their competitive performance. De-briefing will only be conducted at the request of the Supplier/Contractor.

For all EU procurement formal de-briefing meetings will be conducted by the Authorised Officer with support/input being provided by the Strategic Procurement Officer.

In the event of a formal challenge being received the Officer receiving the challenge must notify the Strategic Procurement Officer and Head of Law and Standards, and arrange to review the content of the challenge within 72 hours. The supplier/contractor must be sent an acknowledgement of the challenge and be advised that the contract award will remain pending whilst the challenge is considered.

If the award of a Contract is subject to the EU Public Sector Procurement Directive, there must be a standstill period of a minimum of 10 calendar days for electronic

notifications and 15 calendar days for postal notifications between communicating the award decision to all Tenderers and conclusion of the Contract.

22 Extension of Contract Period / Term - Variation

The decision to extend the contract period (term) may only be made before the original expiry date, where it is in accordance with the terms and conditions of the original Contract and contemplated by the original procurement exercise. The relevant Head of Service will be able to determine which officers are authorised to extend contract terms. The value of any extended term shall be assessed and recorded within the excepted contracts form as part of the extension procedure.

The decision to extend a Framework Agreement may only be made before the original expiry date, where the extension is in accordance with the terms and conditions of the original Contract and contemplated by the original procurement exercise. The Strategic Procurement Officer must take all such decisions to extend framework arrangements. The aggregate term of the Framework Agreement must not exceed 4 years.

Where the terms of the Contract and or original procurement exercise do not expressly provide for extension then such Contract may only be extended in exceptional circumstances, where legislation permits and best value issues have been addressed. Such decision shall be made by the relevant Cabinet Member in consultation with the Monitoring Officer and Strategic Procurement.

23 Variations Other than Extension of Contract Period / Term

Whether or not it is a requirement of the Contract, every variation (whether having a financial implication or not) will be authorised in writing by the Authorised Officer. The Authorised Officer will keep detailed records of any such variation which shall be open to inspection by the Head of Finance. The authorisation will be issued before the variation is placed.

For variations approved by a Principal Officer, the Operational Manager shall monitor at least monthly the overall level of variations approved to gain assurance that they are correct and appropriate.

As soon as it becomes known or apparent (whichever is the earlier) that the total cost of a scheme including variations will or is likely to exceed the contract sum by more than 5% or £5000, whichever is the greater, the Group Accountant or Capital Accountant must be informed for financial monitoring purposes and may inform the Authorised Officer of any further financial requirements to be complied with. Where the excess sum involved exceeds £50,000 a report must be prepared which must address the reasons for increased cost, an analysis of options considered to reduce cost to budget and the funding options considered to meet any budget shortfall.

Any variation to the original Contract must be in the best interests of the Council and of continued delivery of services.

24 Form of Contract

Every contract where the value or amount of the contract does not exceed £25,000 shall be in writing in a form approved by the Head of Law and Standards.

Every contract that exceeds £25,000 but does not exceed £100,000 shall be signed by the Head of Law and Standards.

Every contract in writing that exceeds £100,000 in value or amount shall be made under the Seal of the Council.

Every contract for social care provision the main enabling contract shall be made under the Seal of the Council and subsequent call off contracts will be signed by the appropriate Care Manager, as detailed in clause 25.

All contracts shall be logged on the Oracle I Procurement system as Purchase Orders and all receipts and payments shall be managed via the system, except where orders are not required in line with the **Procurement Policy**.

25 Children Act 1989 and NHS & Community Care Act 1990

In the case of social care contracts let under the provisions of the Childrens Act 2004 and the Community Care Act 1990 and regulated by the Care and Social Services Inspector Wales the Head of Adults Service and Head of Children and Family Services are not required to invite tenders provided that:

- a) ordinarily the payments to be made under the contracts for the provision of such services do not exceed the maximum weekly amounts for the different client groups/type of care as agreed from time to time by the relevant Lead Cabinet Member, including individuals or groups with specialist care needs;
- b) in entering into such contracts the Head of Adults Service and/or the Head of Children and Family Services shall so far as practicable having regard to client/carer wishes, locality, availability of places/services, spreading of business between registered providers, and such other factors that he may consider expedient, endeavour to contract with the registered provider providing such services at the lowest cost;
- c) where (i) the Head of Adults Service and Head of Children and Family Services is reasonably satisfied that there is only one approved supplier of such services due to the specialist care required or (ii) there is more than one provider of such specialist care and quotations have been received from at least two of them, he may authorize a contract in excess of the agreed maximum weekly amount

In the case of a select list of approved providers of home (domiciliary) care services, which must be established under the CSO 11 Selective Tendering, the Head of

Adults Service and/or Head of Children and Family Services are not required to invite tenders provided that:

- a) the payments to be made under the contracts for the provision of such services do not ordinarily exceed the maximum weekly amounts for the different client groups for residential care as agreed from time to time by the relevant Lead Cabinet Member;
- b) except where there is only one approved provider, the Head of Adults Service and Head of Children and Family Services obtains quotations from at least two of the approved providers of such services and contracts with the approved provider providing the services required at the lowest cost;
- c) where the Head of Adults Service and Head of Children and Family Services is reasonably satisfied that there is only one Approved Provider of such services due to the specialist care required, he may authorize a contract in excess of the agreed maximum weekly amounts without having to obtain quotations.

Where Voluntary organisation contracts commissioned by Social Services are funded via Welsh government grants these contracts may be renewed directly with the Council at the end of the grant period. Any such extension must be approved by the relevant Head of Service and Cabinet Member via a report detailing the reasons why a tender process cannot be undertaken. In situations where the service is significantly remodelled such services will be tendered in accordance with the provisions of Council standing orders herein.

In all cases the main enabling contract between the Council and the Provider shall be in writing, in a form approved by the Head of Law and Standards and shall be under the Seal of the Council.

Individual service and specialist placement contracts awarded via the Brokerage or approved process can be produced, signed and exchanged electronically by the parties provided there is a signed pre purchase or framework agreement covering such arrangements which has been sealed by the Council. Individual Care Plan Contracts will ordinarily be subject to an annual review and this will not automatically result in a retendering process. Contracts may be extended with existing providers where no fundamental changes to the service are required.

In respect of contracts for general service provision, general Contract Standing Orders shall apply.

26 Contents of Contract

Every contract in writing shall specify:-

- the work, materials or things to be furnished, had or done
- the price to be paid, with a statement of discounts or other deductions
- The time or times within which the contract is to be performed.

Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution, or any equivalent European standard, is current at the date of tender or quotation every contract shall require

that, as the case may be, all goods and materials used or supplied and all workmanship shall be in accordance with the appropriate standard or equivalent.

Every contract that exceeds **£25,000** in value or amount and is for the execution of works shall provide for liquidated damages to be paid by the contractor in case the terms of the contract are not duly performed.

In every written contract for the supply of works, goods or services which exceeds **£25,000** in value or amount, a clause shall be inserted to secure that, should the contractor fail to deliver the goods or materials or any portion thereof within the time or times specified in the contract, the Council without prejudice to any other remedy for breach of contract, shall be at liberty to determine the contract either wholly or to the extent of such default and to purchase other goods or materials, as the case may be, of the same or similar description to make good (a) such default, or (b) in the event of the contract being wholly determined the goods or materials remaining to be delivered. The clause shall further secure that the amount by which the cost of so purchasing other goods or materials exceeds the amount which would have been payable to the contractor in respect of the goods or materials, as the case may be, replaced by such purchase, if they had been delivered in accordance with the contract, shall be recoverable from the contractor.

In every written contract a clause shall be inserted to secure that the Council shall be entitled to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellations, if the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearance to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Council, or if the like acts shall have been done by any person employed by him/her or acting on his/her behalf (whether with or without the knowledge of the contractor) or if in relation to any contract with the Council the contractor or any person employed by him/her or acting on his/her behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1996, or shall have given any fee or reward the receipt of which is an offence under the sub-section (2) of Section 117 of the Local Government Act 1972.

27 Contract Administration

Heads of Service must ensure all contracts over £25k are notified to the Strategic Procurement Unit for inclusion on the Councils Contract Register. The details must include name of managing Officer, name and description of contract, name of supplier/contractor, estimated value, start date and expiry date, including a potential extension period.

All contracts shall be logged on the Oracle I Procurement system as Purchase Orders and all receipts and payments shall be managed via the system, except where orders are not required in line with the Procurement Policy.

Where contracts provide for payments to be made by instalments, the appropriate Head of Service shall arrange for the keeping of a contract register or registers to show the state of each account on each contract between the Council and the contractor, together with any other payments and the related professional fees.

Payments made to contractors on account of contracts shall only be made on a certificate issued by the appropriate Head of Service (or a private architect, engineer

or consultant if so engaged), or other authorised officer.

Subject to the provisions of the contract, every extra variation shall be authorised in writing by the relevant client Head of Service (or private architect, engineer or consultant) or where the amount does not exceed **£5,000** by another officer nominated by the client Head of Service in writing for the purpose and approved by the Head of Finance. The variation documentation shall record the estimated cost of that variation.

The relevant Head of Service shall not issue a final certificate before producing to the Head of Finance a detailed statement of account and all relevant documents, if required. The Head of Finance shall to the extent that is considered necessary, examine the contract accounts and make such enquiries that are needed to be satisfied as to the accuracy of the accounts.

Claims by contractors for matters not clearly within the terms of any existing contract shall be referred to the Head of Law and Standards for consideration of the Council's legal liability, and to the Head of Finance for financial consideration before settlement.

Where contract completion is delayed or the final account exceeds the tendered contract sum, the relevant Head of Service must have due regard to the approved requirements for monitoring projects and must produce prompt reports accordingly.

For the avoidance of doubt, where a contract is entered into as part of a Joint Arrangement, this Standing Order shall apply only if the Council obtains tenders and lets the contract on behalf of the Joint Arrangement.

In considering project management and administration, officers should have regard to the Council's current reporting requirements for the approved Capital Programme.

For any Contract exceeding £100,000 in value, early termination shall be approved by the appropriate Head of Service in consultation with the Head of Law and Standards. Contracts of a lesser value may be terminated early (prior to the expiry date) by agreement with the Contractor or in accordance with the termination provisions set out in the Contract. Legal advice should be sought as appropriate. The Authorised Officer must inform the Strategic Procurement Officer when any Contract is terminated and the reasons for the same.

28 Contracts - Disposal of Assets

Heads of Service shall be authorised to dispose of goods and materials surplus to the Council's requirements by whichever means would, in the judgement of the officers, result in the best value for the Council.

- auction
- tender
- private sale
- transfer to another service
- donation to a not for profit organisation

Where a surplus item is likely to raise more than £5,000, the appropriate Cabinet Member shall be consulted before its disposal.

Written tenders shall be invited for any item likely to realise more than £10,000.

IT assets should be disposed of via the Head of Customer and Information Services

In the event that a Head of Service determines that goods are beyond their economic useful life and therefore of no value, they should arrange for recycling as appropriate or disposal as waste.

Appropriate records of disposal should be maintained and where assets are maintained on an Asset Register, the appropriate Head of Service should be informed to update the register.