

Borough Council of
**King's Lynn &
West Norfolk**



CABINET

Agenda

**TUESDAY, 6 SEPTEMBER 2011
at 5.30pm**

in

**Committee Suite
King's Court
Chapel Street
King's Lynn**



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Borough Council of
**King's Lynn &
West Norfolk**



King's Court, Chapel Street, King's Lynn, Norfolk, PE30 1EX
Telephone: 01553 616200
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25 August 2011

CABINET AGENDA

DATE: CABINET – TUESDAY, 6 SEPTEMBER 2011

VENUE: THE COMMITTEE SUITE, KING'S COURT, CHAPEL STREET, KING'S LYNN

TIME: 5.30 pm

1. MINUTES

To approve the Minutes of the Meetings held on 26 July 2011 previously circulated and 4 August 2011 - (with the following amendment to page 225 under general comments, the first sentence be amended to read as follows: "Councillor Beales questioned why the Borough Council had not responded to sites not identified for allocation by Norfolk County Council, and questioned if it would be possible to screen such sites and respond to those that merited it. Sites not allocated but subject to a good deal of public comment and concern could be an example of those other sites worthy of comment.")

2. APOLOGIES

To receive apologies for absence.

3. URGENT BUSINESS

To consider any business, which by reason of special circumstances, the Chair proposes to accept, under Section 100(b)(4)(b) of the Local Government Act 1972.

4. DECLARATION OF INTEREST

Please indicate whether the interest is a personal one only or one which is also prejudicial. A declaration of an interest should indicate the nature of the interest and the agenda item to which it relates. In the case of a personal interest, the member may speak and vote on the matter. If a prejudicial interest is declared, the member should withdraw from the room whilst the matter is discussed.

These declarations apply to all those members present, whether the member is part of the meeting, attending to speak as a local member on an item or simply observing the meeting from the public seating area.

5. CHAIRMAN'S CORRESPONDENCE

To receive any Chairman's correspondence.

6. MEMBERS PRESENT PURSUANT TO STANDING ORDER 34

To note the names of any Councillors who wish to address the meeting under Standing Order 34.

7. CALLED IN MATTERS

To report on any Cabinet decisions called in.

8. FORWARD DECISIONS LIST

A copy of the Forward Decisions List is attached (Page 7)

9. MATTERS REFERRED TO CABINET FROM OTHER COUNCIL BODIES

To receive any comments and recommendations from other Council bodies some of which meet after the dispatch of this agenda. Copies of any comments made will be circulated as soon as they are available.

- Resources and Performance Panel – 31 August 2011
- Regeneration, Environment & Community Panel – 1 September 2011

10. REPORTS

1) **Notice of Motion 2/11 – Opposition to an incinerator – Councillor C Joyce** (Page 9)

This report responds to the following Notice of Motion 2/11 submitted by Cllr C Joyce

“The Council welcomes its predecessor’s decision to oppose an incinerator. This Council wishes to reaffirm its ‘opposition to an incinerator”.

2) Notice of Motion 3/11 – Appointment of Mayor – Councillor D J Collis (Page 11)

The report sets out the background to the nomination of Mayor and Deputy in order to respond to the following:

Notice of Motion 3/11, submitted by Councillor D J Collis:

“This Council determines that the nominations for Mayor and Deputy Mayor and subsequent election be within the province of the 62 councillors and not limited to the majority party.”

3) Local Development Framework – Site Specific Allocations and Policies Document (Page 13)

This report presents the Local Development Framework Site Specific Allocations & Policies Development Plan Document – Issues and Options Consultation Sept 2011, and proposes that Members agree that this document goes out to public consultation. The statutory consultation period is for 6 weeks and it is suggested this will run from mid September 2011 to the end of October 2011.

4) Review and Update of Contract Standing Orders (Page 19)

The report sets out the recommended updated version of Contract Standing Orders.

5) Extension of Term of Office of Parish member on Standards Committee (Page 59)

The Council’s Standards Committee has three Parish Representatives. One of the representatives four year term of office is due to come to an end in November 2011. However, in view of the Localism Bill and proposals for the future of Standards Committees and to enable the Council to continue to determine complaints at a local level, it is therefore proposed that the Parish Representative’s term of office be extended for a further period,

6) Potential Compulsory Purchase Order – Northwold (Page 61)

The purpose of this report is to seek approval for the Council to make use of the powers available to local authorities under the Planning and Listed Building Act 1990, Section 47 and to promote a Compulsory Purchase Order for The Manor House (“the Building”), 52 High Street, Northwold, Norfolk IP26 5LA (“the Land”) to enable it to be properly preserved.

To: Members of the Cabinet
Councillors N J Daubney (Chair), A Beales, Lord Howard, B Long, Mrs E A Nockolds, D Pope and Mrs V Spikings.

Cabinet Scrutiny Committee

For further information, please contact:

Samantha Winter

Democratic Services Manager,

Borough Council of King's Lynn & West Norfolk

King's Court, Chapel Street,

King's Lynn PE30 1EX

Telephone: (01553) 616327 Email: sam.winter@west-norfolk.gov.uk

FORWARD DECISIONS LIST

Officer
Portfolio
Responsible

6 September 2011

Notice of Motion 2/11 from Cllr Joyce re Incinerator	Chief Executive	Leader
Notice of Motion 3/11 from Cllr Collis re Position of Mayor	Chief Executive	Leader
Extension of term of office of Parish Member on Standards Committee	Exec Dir Central Services	Leader
Local Development Framework – Site Specific Allocations and Policies Document	Exec Dir Regeneration & Development	Development
Potential Compulsory Purchase Order - Northwold	Exec Dir Regeneration & Development	Development
Review and Update of Contract Standing Orders	Deputy Chief Executive	Leader

20 September 2011 (accounts)

Care and Repair Framework Agreement	Exec Dir Environmental Health and Housing	Dep Leader
ISA (UK&I) 260	Deputy Chief Executive	Leader
Statement of Accounts	Deputy Chief Executive	Leader

4 October 2011

Corporate Strategy Refresh	Exec Dir Central Services	Leader
Contract for shared service Revs & Bens system with NNDC	Deputy Chief Executive	Shared Services
Ensuring Proportionate Enforcement in Environmental Health and Housing Services	Exec Dir Environmental Health and Housing	Dep Leader
New Duties regarding Private Water Supplies	Exec Dir Environmental Health and Housing	Dep Leader
Update to Constitution Articles	Chief Executive	Leader

1 November 2011

Planning Fees	Exec Dir Regeneration and Development	Development
Business Continuity Policy and Strategy	Dep Chief Exec	Leader
Local Authority Leisure Company	Exec Dir Leisure and Public Space	Leader/Leisure and Operational Assets

Forthcoming Items, as yet unprogrammed

Community Governance Review	Chief Executive	Leader
Revised KLATS & KL Car Parking Strategy	Exec Dir Regeneration & Development	Regeneration / Sports Arts and Open Spaces
Service Review – Refuse and Recycling	Exec Dir, Leisure and Public Space	Environment/ Personnel/ Resources
Community Cohesion Strategy	Chief Executive	Community
Town Centre Plan	Exec Dir Regeneration & Development	Regeneration

REPORT TO CABINET

Open	Would any decisions proposed :			
Any especially affected Wards	(a) Be entirely within Cabinet's powers to decide YES			
Operational	(b) Need to be recommendations to Council		NO	
	(c) Be partly for recommendations to Council and partly within Cabinets powers –		NO	
Lead Member Cllr Nick Daubney E-mail: cllr.Nick.Daubney@West-Norfolk.gov.uk		Other Cabinet Members consulted:		
		Other Members consulted:		
Lead Officer: Ray Harding E-mail: ray.harding@west-norfolk.gov.uk Direct Dial: 01553 616245		Other Officers consulted: Management Team, Monitoring Officer, Democratic Services Manager, Legal Services Manager		
Financial Implications NO	Policy/Personnel Implications NO	Statutory Implications (incl S.17) NO	EIA Implications NO	Risk Management Implications NO

Date of meeting: 6th September 2011

1 NOTICE OF MOTION 2/11 – OPPOSITION TO AN INCINERATOR

Summary

This report responds to the following Notice of Motion 2/11 submitted by Cllr C Joyce

“The Council welcomes its predecessor’s decision to oppose an incinerator. This Council wishes to reaffirm its ‘opposition to an incinerator’”.

Recommendation

That the Cabinet be invited to give consideration to the above Notice of Motion and form a response in order to determine the matter as instructed by Council

Reason for Decision

In order to respond to the Notice of Motion submitted by Cllr C Joyce.

1. BACKGROUND

At the Council Meeting on 30th June 2011 the following Notice of Motion was referred to Cabinet for determination

Notice of Motion 2/11, submitted by Councillor C Joyce, seconded by Councillor J Collop:

“This Council welcomes its predecessor’s decision to oppose an incinerator. This Council wishes to reaffirm its opposition to an incinerator.”

The Council adopted a policy to ‘oppose the construction of a Municipal Mass Burn Incinerator at Saddlebow, King’s Lynn at it’s meeting held on 17th March,

following the announcement of the result of the local poll conducted for the Borough Council where the residents of the Borough had voted by a ratio of over nine to one to oppose the proposed incinerator.

This remains the Council's extant policy position and officers and members are working to give effect to this policy. Regular updates on the current position are provided in the Members Bulletin and via media releases.

Members are therefore invited to give consideration to the Notice of Motion set out above.

2. FINANCIAL IMPLICATIONS

There are no new financial implications associated with the Notice of Motion which merely seeks to reiterate the current policy positions.

3. POLICY IMPLICATIONS

There are no policy implications associated with this motion which is a re statement of existing policy.

4. STATUTORY IMPLICATIONS

None

5. EQUALITY IMPACT ASSESSMENT

Not required as the motion does not propose any changes to the current policy.

6. RISK MANAGEMENT

There are no new risk management factors associated with this motion as it simply re states the current policy.

7. ACCESS TO INFORMATION

Previous Cabinet Reports and Decisions:
Resources and Performance Panel 29.03.11
Cabinet 17.03.11 and 14.04.11
Council 17.03.11, 25.11.10 and 30.06.11

REPORT TO CABINET

Open		Would any decisions proposed :		
Any especially affected Wards	Operational	(a) Be entirely within cabinet's powers to decide YES (b) Need to be recommendations to Council NO (c) Be partly for recommendations to Council NO and partly within Cabinets powers –		
Lead Member: Cllr Nick Daubney E-mail: cldr.nick.daubney@west-norfolk.gov.uk		Other Cabinet Members consulted:		
		Other Members consulted:		
Lead Officer: Samantha Winter E-mail: sam.winter@west-norfolk.gov.uk Direct Dial: 01553 616327		Other Officers consulted: Ray Harding, Debbie Gates, Nicola Leader		
Financial Implications NO	Policy/Personnel Implications NO	Statutory Implications NO	Equal Impact Assessment NO	Risk Management Implications NO

Date of meeting: 6 September 2011

2 NOTICE OF MOTION 3/11 – APPOINTMENT OF THE MAYOR

Summary

The report sets out the background to the nomination of Mayor and Deputy in order to respond to the following:

Notice of Motion 3/11, submitted by Councillor D J Collis:

“This Council determines that the nominations for Mayor and Deputy Mayor and subsequent election be within the province of the 62 councillors and not limited to the majority party.”

Recommendation

That Cabinet be invited to give consideration to the above Notice of Motion and form a response in order to determine the matter as instructed by Council.

Reason for Decision

In order to respond to the Notice of Motion submitted by Councillor D J Collis

1 Background

1.1 At the Council meeting on 30 June 2011, the following Notice of Motion was referred to Cabinet for determination:

Notice of Motion 3/11, submitted by Councillor D J Collis:

“This Council determines that the nominations for Mayor and Deputy Mayor and subsequent election be within the province of the 62 councillors and not limited to the majority party.”

1.2 Each year, at the May Annual Council meeting Full Council appoint a Mayor and Deputy for the forthcoming municipal year. At that meeting the practice has been that nominations are proposed and seconded by a selection of Party Leaders and Deputies, after which Council is invited to vote on the proposed incumbent.

1.3 In recent years no additional nominations have been made by groups other than the Members nominated by the ruling Group. However, should any other Groups wish to nominate to either position they may do so at any point up to when the decision is taken by Council.

2 Policy Implications

None

3 Financial Implications

None

4 Staffing Implications

None

5 Statutory Considerations

None

6 Equality Impact Assessments (EIA's)

None

7 Risk Management

None

9 Background Papers

Notice of Motion submitted to 30 June 2011 Council

REPORT TO CABINET

Open		Would any decisions proposed :		
Any especially affected Wards	Mandatory	(a) Be entirely within cabinet's powers to decide YES (b) Need to be recommendations to Council NO (c) Be partly for recommendations to Council NO and partly within Cabinets powers –		
Lead Member: Cllr Vivienne Spikings E-mail: cllr.vivienne.spikings@west-norfolk.gov.uk		Other Cabinet Members consulted:		
		Other Members consulted: LDF Task Group		
Lead Officer: Alan Gomm E-mail: alan.gomm@west-norfolk.gov.uk Direct Dial: 01553 616237		Other Officers consulted: Management Team		
Financial Implications NO	Policy/Personnel Implications <i>Not at this stage, but once adopted would become Council policy.</i>	Statutory Implications YES	Equal Impact Assessment: Pre Screening YES	Risk Management Implications NO

Date of meeting: 6 September 2011

3 LOCAL DEVELOPMENT FRAMEWORK SITE SPECIFIC ALLOCATIONS & POLICIES DEVELOPMENT PLAN DOCUMENT – ISSUES AND OPTIONS CONSULTATION SEPT 2011

Summary

This report presents the Local Development Framework Site Specific Allocations & Policies Development Plan Document – Issues and Options Consultation Sept 2011, and proposes that Members agree that this document goes out to public consultation. The statutory consultation period is for 6 weeks and it is suggested this will run from mid September 2011 to the end of October 2011.

The Site Specific Allocations & Policies document essentially sets out the main proposals for where development should occur and key areas that should be protected from development. It takes the Core Strategy policies and develops these into a more specific set of proposals.

Recommendation

That Cabinet agree the Site Specific Allocations & Policies Development Plan Document can be published for a 6 week public consultation. Final wordings and consequential changes are delegated to the Executive Director in consultation with the Portfolio holder and Vice Chair of the LDF Task Group.

Reason for Decision

The decision to consult on the document is required in accordance with Regulation 25 of the Planning and Compulsory Purchase Act 2004 (as amended in 2008) entitled 'Public participation in the preparation of a development plan document'.

1. Background

1.1 Core Strategy – The Core Strategy was adopted in July 2011 to form part of the development plan for the borough. The proposals and policies of the Site Specific Allocations and Policies document must be in line with the Core Strategy policy approach.

1.2 Site Specific Allocations & Policies Development Plan Document - In May/ Jun 2009 the LDF team carried out a public consultation exercise on the Scope of the Development Plan Document and a Call for Sites. The Council received a good response to this and many sites were put forward to us for consideration in this process.

1.3 Those sites put forward to us were assessed in a document called the Strategic Housing Land Availability Assessment (SHLAA). This document looked at all sites put forward to us and assessed their suitability, availability and deliverability for housing uses. This document was published in January 2011, and is available on our website. The information from the SHLAA has been carried forward into this Site Specific Allocations & Policies Development Plan Document – Issues and Options Consultation document.

2. Document content

2.1 The Site Specific Allocations & Policies Development Plan Document is made up of a series of sub sections-

- **Distribution of development** – The document asks the public to think about how the Council should distribute the overall housing numbers specified in the Core Strategy between our rural areas.
- **Site Allocations and Policies** - This part of the document looks at potential allocations for housing growth across the borough using detailed information and assessments on sites taken from the SHLAA report. There are also potential allocations put forward for employment uses in King's Lynn, Downham Market and Hunstanton; regeneration areas and retail zones in the towns. The document also indicates areas of green infrastructure for retention and enhancement.

For each settlement there will be a map(s) illustrating a proposed development boundary, and also those sites which have come through the SHLAA as being 'accepted' or 'partially accepted'. The Council will ask people to comment on these and suggest any amendments, or put forward new sites for consideration. Those sites which were not considered acceptable in the SHLAA are listed in Appendix 1 of that document with an explanation of this.

- **Development Management Policies** – There are a series of detailed policies included within this document which relate to development management issues. These are policies to provide further guidance and clarification for the determination of planning applications, and cover particular issues such as

Housing in Multiple Occupation or the Flood Risk Coastal Hazard Zone for example.

2.3 Accompanying this Site Specific Allocations & Policies Development Plan Document – Issues and Options Consultation document, the Council are required to carry out a Sustainability Appraisal, and a Habitats Regulations Assessment on the document. This work is underway and will be made available once the document is published for consultation.

3. Consultation

3.1 As part of the 6 week consultation period the Council will publish the document which is attached to this report, and the consultation will be inline with the requirements of Regulation 25 of the Planning and Compulsory Purchase Act 2004 (as amended in 2008) and the adopted Statement of Community Involvement.

3.2 The consultation will include;

- letters (and/or emails) to all statutory consultees, and those individuals/ organisations previously involved in the LDF process or who have requested to be notified.
- advertisements in the local press, press releases
- exhibitions / drop in sessions for the public spread across the borough using the West Norfolk Partnership neighbourhoods
- Parish Council briefings
- Council website

among other methods/ events. The full programme of consultation to be agreed by the LDF Task Group on 7 September 2011.

4. Policy Implications

4.1 At this point the document is at early stages of the LDF process and so will not yet become planning policy, it is an early consultation on potential issues and options for the Council's policy approach. However once the final version of the document has been adopted this will form part of the development plan for the borough.

5. Financial Implications

5.1 There will be cost implications to printing the document and producing the document on discs, as well as the formal requirements of consultation. These costs are already allocated for within existing LDF budgets.

6. Staffing Implications

6.1 None

7. Statutory Considerations

7.1 The Local Development Framework is a statutory planning function.

8. Equality Impact Assessments (EIA's)

8.1 Overall no adverse impacts.

8.2 The document will have been subject to a Sustainability Appraisal, and this process although not focused solely on equality issues does consider how the plan delivers social objectives. In considering the Equalities Impact Assessment process specifically; in broad terms the document and the proposed changes have a neutral effect of affected groups. The original document contains policies to enhance opportunities for housing, employment, accessibility but does so in a non-discriminatory way.

9. Risk Management

9.1 None

10. Background Papers

LDF Site Specific Allocations & Policies DPD - Issues and Options Consultation, Development Services Pre-Screening Equality Impact Assessment

Borough Council of
King's Lynn & West Norfolk



Question	Answer	Decision	Comments
<p>1. Does this policy/service impact on internal/external customers differently according to their different equality communities, for example, because they have particular needs, experiences or priorities?</p>	No	No - impact assessment not required	The Site Specific Allocations & Policies DPD is the planning policy document for the borough, and applies all policies across the board. There are no equalities issues addressed or directly affected.
<p>2. Is there any reason to believe that staff or customers could be affected differently by the proposed policy/service according to their equality community, for example in terms of access to a service, or the ability to take advantage of proposed opportunities?</p>	No		As above.
<p>3. Is the proposed policy/service likely to affect relations between certain equality communities or to damage relations between the equality communities and the council, for example because it is seen as favouring a particular community or denying opportunities to another?</p>	No		As above.
<p>4. Could this policy/service be perceived as impacting on communities differently?</p>	No		As above.
<p>5. Is this policy/service rigidly constrained by statutory obligations?</p>	Yes		The LDF process is a statutory planning function, and subject to various Regulations and guidance on the process.

6. Is the policy/service specifically designed to tackle evidence of disadvantage or potential discrimination?	No		Comment as no. 1 above.
Assessment completed by: Name: Job title:	Date:		

REPORT TO CABINET

Open		Would any decisions proposed :		
Any especially affected Wards	Mandatory/Operational	(a) Be entirely within cabinet's powers to decide NO		
		(b) Need to be recommendations to Council	YES	
		(c) Be partly for recommendations to Council and partly within Cabinets powers – NO		
Lead Member: Cllr Nick Daubney E-mail: cllr.nick.daubney@west-norfolk.gov.uk		Other Cabinet Members consulted:		
		Other Members consulted:		
Lead Officer: Tony Hague, Purchasing E-mail: tony.hague@west-norfolk.gov.uk Direct Dial: 01553 616791		Other Officers consulted: Pete Mortlock; Ken Hubbard; David Thomason; Kate Littlewood; Matthew Henry; Nicola Leader.		
Financial Implications NO	Policy/Personnel Implications YES	Statutory Implications (incl S.17) YES	Equal Opportunities Implications NO	Risk Management Implications YES

Date of meeting: 6 September 2011

4 REVIEW AND UPDATE OF CONTRACT STANDING ORDERS

Summary

The current version of Contract Standing Orders has not been reviewed for over two years during which time responsibility for the review process has passed from the former Chief Internal Auditor to the Procurement Unit. A review has now been completed and several changes are recommended.

Recommendation

Details of the main changes are provided in the body of this report. It is recommended that Cabinet accept the new version of Contract Standing Orders and that they recommend acceptance by full Council.

Reason for Decision

To ensure that the Council's purchasing and disposal procedures continue to reflect best practice in order to obtain best value and to guard against corruption, discrimination and breaches of public procurement regulations.

1 Background

1.1 The current version of Contract Standing Orders was approved by Council on 25 June 2009. Since then the Chief Internal Auditor has left the Council and responsibility for review of Contract Standing Orders has passed to the Procurement Unit.

1.2 A review has been carried out by one of the Purchasing Officers and a number of other key officers, including the Monitoring Officer, the Deputy Chief Executive and the Internal Audit Manager have been consulted on their views.

- 1.3 One of the main objectives of the review has been to simplify the Standing Orders as much as possible and to make them as easy to read as possible. To this end, a large number of hyperlinks have been removed from the text and some duplication and unnecessary appendices have been removed. The effect of this has been to reduce the length of the document by 30%.
- 1.4 The following are the main changes that have been incorporated into the proposed version of Contract Standing Orders: -
- a) For purchases between £1,000 and £10,000 officers will be required to invite at least three potential suppliers to quote. Currently only one written quote is required.
 - b) For purchases between £10,000 and £100,000 the process will be referred to as a tender rather than a quotation. This change is largely due to confusion amongst some staff about when packages must remain unopened until the tender deadline.
 - c) The number of hyperlinks within the text has been dramatically reduced in order to make the text easier to read. Defined words now only have a hyperlink to their definition at their first appearance rather than at every occurrence.
 - d) The use of “Contracts Finder”, the new government supported contract portal available via Business Link, has been incorporated into the contract advertising requirements.
 - e) The distinction between contracts for Consultants and any other service contract has been removed, other than that the Officer is required to submit a written report to their Executive Director providing the reasons for the requirement and the details of the procurement exercise.
 - f) Clarification about disposal of assets, other than land or buildings, has been provided. It must be clearly demonstrated that best value has been obtained and the best way to achieve this is by public auction.
 - g) The Exemption Form (Appendix 4) has been modified to require the approval of a Purchasing Officer, as well as the Monitoring Officer and the appropriate Executive Director.
 - h) Appendix 7 (Standstill Period) has been re-written to include the Remedies Directive and to incorporate the latest best practice and guidelines resulting from test cases.
 - i) Appendix 9 (Buyer’s Guide) has been removed. This document was produced by the Procurement Unit as an easy guide to purchasing and was never intended to form part of Contract Standing Orders.
 - j) Appendix 10 (Thresholds) has been removed. This was largely a duplication of information contained elsewhere in the document and some of the wording has been incorporated into the brief guide on pages 2 and 3.

2 Policy Implications

- 2.1 Contract Standing Orders dictate the Council’s procurement policy.

3 Financial Implications

3.1 There are no direct financial implications from the proposed changes although, of course, one of the main objectives of Contract Standing Orders is to obtain best value for the Council.

4 Statutory Consideration

4.1 The proposed changes in part take into account new regulations, particularly the Remedies Directive, and the Standing Orders refer to EU Procurement regulations and other statutory considerations.

5 Risk Assessment

5.1 Changes such as the Remedies Directive and test cases in EU Procurement matters continue to increase the risks of legal challenges to purchasing decisions. Potential costs to the Council if regulations and guidelines are not complied with and a successful challenge is made could be substantial. It is therefore vital that Contract Standing Orders are kept up to date and the compliance with those Orders is promoted by Members and senior Officers.

6 Access To Information

Current version of Contract Standing Orders (2009)
Proposed new version of Contract Standing Orders

Borough Council of
**King's Lynn &
West Norfolk**



CONTRACT STANDING ORDERS

Under Section 135, Local Government Act 1972

August 2011

A Brief Guide to Contract Standing Orders

Contract Standing Orders promote good procurement practice and public accountability and help to deter corruption. Following the rules is the best defence against allegations that a purchase or disposal has been made incorrectly or fraudulently.

Individuals responsible for purchasing or disposal **must** comply with Contract Standing Orders. Contract Standing Orders lay down **minimum** requirements. A more thorough procedure may be appropriate for a particular contract.

- Follow the rules set out in these Contract Standing Orders and [Financial Regulations](#) if you purchase goods or services or order building work.
- Take all necessary legal, financial, Health & Safety and professional advice, including contacting the [Corporate Procurement Unit](#) for all tenders over £10,000.
- Declare any personal financial interest in a contract. Corruption is a criminal offence.
- Conduct any review of Value for Money and appraise the purchasing need.
- Normally allow a minimum of four weeks for submission of tenders.
- Keep quotation or tender bids confidential.
- Ensure all bids are to the same [Specification](#)
- Do not negotiate with contractors/suppliers unless [Standing Order 15.4](#) applies.
- Complete a written contract or Council order **before** the supply or works begin.
- Keep records of dealings with suppliers.
- Assess each contract afterwards to see how well it met the purchasing need and requirements.
- Consider whether any form of guarantee or warranty applies to the contract which should be supplied by the contractor.

All Relevant Contracts (see [Standing Order 4](#)) must be subject to competition as set out below, unless there is an exemption as set out in [Standing Order 3](#) that applies.

Up to £1,000:	One written quotation.
£1,000.01 – £10,000:	Three suppliers must be invited to quote. There is no minimum timescale for this and the quotations can be submitted by email or letter. An official Purchase Order must be issued.
£10,000.01 – £100,000:	<p>Contracts in this range require a formal tender process as follows: -</p> <ul style="list-style-type: none"> • Refer to the Corporate Procurement Unit • Advertise the contract on the Council’s website and on the Business Link government contracts portal “Contracts Finder” • Use a formal Invitation to Tender including a detailed Specification • A minimum of three tenders are required • Tenders returned to the Executive Director responsible for the contract and to remain sealed until the deadline for responses • All tenders to be opened at the same time in presence of two Officers and recorded in a log maintained by the Executive Director • An official Purchase Order or the Council’s Standard Form of Contract must be used.

Above £100,000

Contracts at this value require a formal tender process as follows: -

- Refer to the Corporate Procurement Unit
- Advertise the contract on the Council's website and on the Business Link government contracts portal "Contracts Finder"
- Use a formal Invitation to Tender including a detailed Specification
- A minimum of four tenders are required
- Tenders returned to the [Monitoring Officer](#) and to be kept secure in the legal department until the formal opening
- The opening of tenders to be supervised and recorded by the legal department
- At least two Officers to open the tenders and the Portfolio Holder to be invited. (His or her attendance is not essential)
- A formal Contract or Agreement must be signed and sealed by the Legal Services Manager
- Work/Service not to start until contract signed, sealed and dated

Above [EU Threshold](#)

Due to the need to adhere strictly to detailed EU regulations, and in order to guard against legal challenges under the EU Remedies Directive, the whole tender process at this level must be managed by a Purchasing Officer. The major requirements are as per Above £100,000 with the following additional requirements: -

- The appropriate [EU Procedure](#) must be selected
- A Contract Notice (advertisement) must be placed in the [Official Journal of the European Union](#) (OJEU)
- After notifying participants of the intended award decision a standstill period of at least 10 days is required to allow for challenges by unsuccessful participants prior to completing the contract.
- Following award of the contract a Contract Award Notice must be placed in OJEU.

Disposals:

See [Standing Order 8.9](#)

Exemptions:

See [Standing Order 3](#).

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Section 1 – Scope of Contract Standing Orders

Note: Where DEFINED TERMS are first used they are in [Blue](#), underlined, begin with a capital letter and are defined in [Appendix 1](#).

If you are viewing the document on screen, clicking on any word in [Blue](#) will take you to the appropriate point in the document.

Further Advice:

Monitoring Officer:	Nicola Leader	01553 616270
Safety & Welfare Adviser:	Dave Clack	01553 616368
Corporate Procurement manager:	Ken Hubbard	01553 616248
Procurement Officers:	Tony Hague	01553 616791
	Pete Mortlock	01553 616795

1. BASIC PRINCIPLES

1.1 Purchasing and disposal procedures must:

- (a) Ensure that public money is spent in a way that achieves Value for Money
- (b) Be consistent with the highest standards of integrity
- (c) Ensure fairness in allocating public contracts
- (d) Comply with all legal requirements
- (e) Ensure that Non-Commercial Considerations do not influence any [Contracting Decision](#).
- (f) Support the Council's corporate and service aims and policies
- (g) Comply with Financial Regulations, the Council's Procurement Strategy, Health & Safety requirements and competition requirements.
- (h) Be able to demonstrate that the Council's interests have not been prejudiced nor exposed to unnecessary /unacceptable risks

2. OFFICER RESPONSIBILITIES

2.1 Officers

- (a) The [Officer](#) responsible for purchasing or disposal must comply with these Contract Standing Orders, Financial Regulations, the [Code of Conduct](#) and with all UK and European Community binding legal requirements.
- (b) The Officer must keep the records required by [Standing Order 5.4](#).
- (c) Quotation and Tender procedures must be conducted in accordance with [Standing Order 11](#).
- (d) Officers must ensure that agents or [Consultants](#) acting on their behalf also comply with the requirements referred to in Standing Order 2.1(a) above. Such agents or Consultants must not make any decision as to whether to award a contract or whom a contract should be awarded to.
- (e) Officers must take all necessary legal, financial and professional advice, including advice from the Corporate Procurement Unit.
- (f) Consider whether and, if so, what form it might be prudent to obtain a formal guarantee or warranty from the contractor (See [Standing Order 17](#)).

2.2 Executive Directors

Executive Directors must:

- (a) ensure that their staff comply with these Contract Standing Orders.
- (b) keep a **register** of:
 - Tenders received for contracts valued between £10,000 and £100,000.
 - exemptions recorded under [Standing Order 3.2](#), in order that the Monitoring Officer may monitor their use.
- (c) advise the Corporate Procurement Unit of all contracts over £10,000

3. EXEMPTIONS and WAIVERS

3.1 Exemptions are provided for in the [Constitution](#) but are subject to the detailed requirements set out in this Standing Order 3. An exemption under this section allows a contract to be placed by direct negotiation with one or more suppliers rather than in accordance with [Standing Order 8](#). Exemptions under these Contract Standing Orders cannot normally be granted if the EU Procedure applies. However, if you consider that there may be a legitimate case for an Exemption in such a case, guidance must be obtained from the Monitoring Officer.

3.2 All exemptions, and the reasons for them, must be recorded using the form in [Appendix 4](#). Exemptions shall be signed by the Officer's Executive Director and approved in writing by a Purchasing Officer and by the Monitoring Officer. The following are exemptions that may apply:

- (1) The contract can only be supplied or provided by one specialist firm;
- (2) An exemption is necessary because of an unforeseen event involving immediate risk to persons, property or significant disruption to Council services;
- (3) The goods, services or materials are proprietary articles or are sold only at a fixed price and no reasonably satisfactory alternative is available;
- (4) The prices of goods, services or materials are wholly controlled by trade organisations or government order and no reasonably satisfactory alternative is available;
- (5) Where a contract is funded in whole or in part by a Government Agency or other public body and the funding from such external body requires the Council to let the contract to a contractor approved by that body in order to receive the funding;
- (6) Where purchase is made at a public auction;
- (7) The contract is by means of the creation of an arms-length trust or other agency that has been approved by Council;
- (8) The purchase is via a [Buying Agency](#), provided that the Buying Agency has, for the item(s) concerned, complied with EU Regulations where the contract exceeds the EU Threshold;
- (9) The purchase is to be made using standing arrangements or a select list of another local authority, government department, statutory undertaking or Buying Agency;
- (10) Where the contract is an extension to an existing contract, where a change of supplier would cause:
 - disproportionate technical difficulties;
 - dis-economies; or
 - significant disruption to the delivery of Council services.

Provided that:

- no contract is extended more than once without being formally re-tendered;
- the extension period is less than the period applying to the original contract;
- the value of the extension is no more than 50% of the value of the original contract.

- 3.3 All purchases under the terms of any Customer Access Agreement entered into via Buying Solutions (formerly OGC) or another public sector Buying Consortium are deemed to comply with the competition requirements of Contract Standing Orders and no exemption is required.
- 3.4 In those exceptional circumstances not covered in Section 3.2 above, the Cabinet also has the power to waive any specific provision or provisions of these Contract Standing Orders (other than the requirement to comply with EU Regulations), although this must be formally obtained by the Officer. Any such decision may be a [Key Decision](#).

4. RELEVANT CONTRACTS

- 4.1 Contract Standing Orders apply to all contracts except those listed in 4.2 below.
- 4.2 Contract Standing Orders do not apply to contracts for the:
- (a) lending or borrowing of money; or
 - (b) employment of an individual as a direct employee of the Council.
- 4.3 For the purposes of comparing a particular procurement route, the total for the whole Council needs to be considered, not just the [Service Area](#) making the acquisition under consideration. For example, if each of three Service Areas wish to acquire a common item (e.g. stationery), worth £10,000 p.a. over 6 years, the total value to be considered is £180,000 (i.e. 3 x £10,000 x 6), not £10,000 or £60,000. This is then above the EU Threshold and EU Regulations apply. The Corporate Procurement Unit will be monitoring expenditure patterns with the aim of ensuring that common procurement needs throughout the Council are aggregated where appropriate. This also applies to smaller contracts that could affect which route needs to be followed when selecting contractors. See also [Section 8.2](#) below.

Section 2 – Common Requirements

5. STEPS PRIOR TO LETTING A CONTRACT

- 5.1 Before beginning a contract-letting process, the Officer **must**:
- (a) ensure there is budgetary provision for the contract;
 - (b) identify whether there is an existing [Framework Agreement](#) (if necessary by checking with the Corporate Procurement Unit) that would negate the need for a separate contract;
 - (c) appraise the need for the expenditure and its priority;
 - (d) define the objectives of the contract;
 - (e) assess the risks associated with the contract and how to manage them;
 - (f) consider what procurement method is most likely to achieve the Council's objectives, including internal or external sourcing or sourcing through an external Framework Agreement, packaging strategy or collaboration with another organisation. This may include considering whether the procurement can be provided by the Council's own staff and resources, rather than putting the work out to contract, although value for money considerations will still apply;
 - (g) consult users as appropriate about the proposed procurement method, contract standards, and also performance and user satisfaction monitoring;
 - (h) consider the whole-life costs of the contract, including whether it is appropriate to specify the proportion of recycled goods and/ or the long-term environmental impact of any goods or materials supplied or used by the supplier/ contractor, in order to help meet the Council's Climate Change requirements;
 - (i) select the most appropriate procurement method, in conjunction with the Corporate Procurement Unit;
 - (j) ensure that the evidence that the above have been undertaken is available to either the Monitoring Officer or auditors upon request.
- 5.2 Where the Total Value is less than £100,000, the following documents must be kept:
- (a) any relevant Exemption Forms;
 - (b) a copy of the advertisements placed on the Council's website and on "Contracts Finder";
 - (c) The Invitation to Tender, including the Specification and the [Award Criteria](#);
 - (d) All quotations or tenders received;
 - (e) Details of the evaluation of the quotations or tenders, demonstrating reasons if the lowest price is not accepted;
 - (f) written records of communications with the successful contractor or an electronic record if a written record of the transaction would not normally be produced;
- 5.3 Where the Total Value exceeds £100,000, the following documents must be kept:
- (a) any relevant Exemption Forms;
 - (b) a copy of the advertisements placed on the Council's website and on "Contracts Finder";
 - (c) a copy of the OJEU Contract Notice (if applicable)
 - (d) The Invitation to Tender, including the Specification and the Award Criteria;
 - (e) All Tenders received;
 - (f) Details of the evaluation of the tenders, demonstrating reasons if the lowest price is not accepted;
 - (g) minutes of any clarification or post-tender negotiation meetings
 - (h) written records of communications with the successful contractor or an electronic record if a written record of the transaction would not normally be produced;
- 5.4 Written records required by this Standing Order 5 must be kept in accordance with the Council's Retention Policy.

6. PROCEDURES TO ENSURE COMPETITION

- 6.1 Where the total value of the contract is less than £10,000 the Officer may identify potential [Candidates](#) using the most cost-effective and reasonable methods. This may include referring to advertising, catalogues, business directories, Yellow Pages, proven track records etc.
- 6.2 All contracts for more than £10,000 must be notified to the Corporate Procurement Unit and will be advertised on the Council's web-site and on Contracts Finder. Officers should note that the European Court of Justice has confirmed in recent cases that contracting authorities must ensure a degree of advertising sufficient to ensure compliance with the Treaty's requirements for non-discrimination on the grounds of nationality, equal treatment of all potential bidders and suppliers, fair competition, proportionality and transparency. Advertising as above is likely to meet these requirements.
- 6.3 Where the total value of the contract is greater than £10,000, there is no [Approved List](#) suitable for the contract, and it is considered that suitable suppliers will be difficult to find, then tenders may also be invited by means of an advertisement in one or more trade journals as the Executive Director considers appropriate.
- 6.4 For all contracts for more than £10,000, Officers must allow at least four weeks from the date of advertising until the deadline for expressions of interest, or submission of tenders. If the contract value is over the relevant EU Threshold the EU regulation time limits apply.
- 6.5 Guidance on the requirements for advertising in the OJEU are available from either the Monitoring Officer or the Corporate Procurement Unit. Wherever an advertisement is placed in the OJEU, the information to be provided in any other publication must not exceed that placed in the OJEU.

7. APPROVED LISTS

- 7.1 As an alternative to advertising contracts, the Corporate Procurement Unit may keep Approved Lists that may be used to select Candidates. Approved Lists may be used where recurrent transactions of a similar type are likely but where such transactions need to be priced individually and cannot easily be aggregated and priced in a single tendering exercise. Approved Lists cannot generally be used where the EU Procedure applies. The advice of the Monitoring Officer should be obtained where a contract needs to be advertised by means of the EU Procedure and where the Council maintains an Approved List.
- 7.2 No person or company may be entered on the Approved List until there has been an adequate investigation into their financial standing and technical ability and, where appropriate, their Health & Safety record etc. to perform the contract, unless such matters will be investigated each time bids are invited from that list.
- 7.3 Suppliers that are members of a Framework Agreement maintained by a Buying Agency can be considered to be a legitimate Approved List for the purpose of these Contract Standing Orders. If such a Framework membership is used as an Approved List all members of that list that are capable of meeting the Council's requirements must be invited to take part in a Mini Competition for the contract. Any contract awarded by this method must be awarded against the original award criteria of the Framework and under the model terms and conditions of the Framework.

Section 3 – Conducting a Purchase or Disposal

8. COMPETITION REQUIREMENTS FOR PURCHASE, PARTNERSHIP AND DISPOSAL ARRANGEMENTS

The Officer must calculate the total value of the proposed contract having regard for the aggregation rules described in [Section 4.3](#) above.

The following procedures apply where there are no other procedures or suitable Framework Agreements available. If in doubt, Officers must seek the advice of the Monitoring Officer or Corporate Procurement Unit.

8.1 Purchasing

Where the total value of a purchase is within the values in the first column below, the award procedure in the second column must be followed. The numbers provide are the minimum requirement. [Short-listing](#) shall be done by the persons specified in the third column.

Total Value	Award Procedure	Receipt and Short-listing
Up to £1,000	One written quotation. These will be considered to be informal quotations .	Officer and, if desired, the relevant Executive Director
£1,000.01-£10,000	Three suppliers to be invited to submit written quotations. These will be considered to be informal quotations	Officer and, if desired, the relevant Executive Director
£10,000.01-£100,000	Contract advertised on the Council's web site and on Contracts Finder. Three tenders on standard tender forms from candidates who have received a formal Invitation to Tender.	The relevant Executive Director or a nominated deputy.
Above £100,000	Contract advertised as above. Four tenders on standard tender forms from candidates who have received a formal Invitation to Tender.	Returned to the Monitoring Officer and evaluated by the Officer and appropriate Executive Director.
Above EU Threshold	Contract Notice placed in OJEU. Four tenders on standard tender forms from candidates who have received a formal Invitation to Tender	Returned to the Monitoring Officer and evaluated by the Officer and appropriate Executive Director.

Where it can be demonstrated that there are insufficient suitably qualified candidates to meet the competition requirement outlined in the above table, all known suitably qualified candidates must be invited.

8.2 An Officer must not enter into separate contracts, nor select a method of calculating the total value, in order to try to avoid the application of these Contract Standing Orders or OJEU requirements. Contracts will be aggregated where appropriate in order to ensure that Contract Standing Orders and EU regulation requirements are met.

8.3 Where the total value exceeds the EU Threshold, the Officer must consult the Corporate Procurement Unit to determine the appropriate EU Procedure to conduct the purchase and the time-scales involved.

Prior to appointing a contractor or consultant, the Officer must ensure that potential suppliers submit for review:-

For services contracts, including consultants, and for works contracts between £1,000 and £10,000

- Health & Safety information sufficient to satisfy the Safety & Welfare Advisor that the candidate understands their responsibilities and complies with relevant regulations.
- details of relevant insurances held by the candidate.

For all contracts over £10,000, other than when procured via a Framework Agreement, a qualification or pre-qualification questionnaire must be completed by the candidates that meets the following minimum requirements:

- accounting information sufficient to allow the Corporate Procurement Unit to evaluate the financial stability and the capacity of the candidate to undertake the size of contract in hand.
- Health & Safety information sufficient to satisfy the Safety & Welfare Adviser that the candidate understands their responsibilities and complies with relevant regulations.
- details of relevant insurances held by the candidate.
- three satisfactory technical references or the names & addresses of at least three referees who can vouch for the technical competence of the candidate;

For all contracts over £100,000, other than when procured via a Framework Agreement, the questionnaire must meet the following minimum requirements in addition to those above:

- suitable statement of compliance with legislation as regards sex and race equality;
- details of environmental policies if appropriate.

(NB An appropriate pre-qualification questionnaire is available from the Corporate Procurement Unit).

8.4 Potential candidates must be advised in advance that they need to obtain an appropriate level of insurance if awarded the contract. Details of the cover required for Public Liability and Professional Indemnity insurance are given in [Appendix 6](#). Evidence that they have the continuing necessary and relevant insurance must be provided prior to the completion of the contract documentation and thereafter to the Officer responsible for managing the contract each year during the life of the contract. In addition, for contracts over £250,000 there may be a need for the successful contractor to obtain a [Parent Company Guarantee](#) or [Performance Bond](#) – see [Contract Standing Order 17](#) for further details.

8.5 **Providing services to external purchasers**

The Monitoring Officer must be consulted where contracts to work for organisations other than the Council are contemplated because of the limited powers of local authorities to engage in outside work.

8.6 Partnership and similar arrangements are subject to all UK and EU Procurement legislation and should follow the usual principles in Contract Standing Orders. If the Council will pay the contractor's invoice(s), Contract Standing Orders apply.

8.7 **The Appointment of Consultants to Provide Services**

The procedure for appointing Consultants is the same as for any other service contract but with the following additional requirements: -

- (a) The Officer must submit a written report to the Executive Director setting out:
- the nature of the services for which the appointment of a Consultant is required;

- the estimated total value of the services;
 - that no employee of the Council has the skills or is available to undertake the services.
- (b) After evaluating the quotations or tenders, the Officer shall submit the evaluation report to the Executive Director and recommend the appointment of the candidate who has submitted the quotation or tender with the highest score against the pre-determined and publicised award criteria.
- (c) The Executive Director may accept or reject that recommendation and shall record his/ her reason for so doing in writing and sign and date that record.

8.8 Framework Agreements

- (a) Framework Agreements are a formally-tendered arrangement where general terms and conditions are agreed that will apply to individual contracts let during the Framework period. Candidates submit prices and the appropriate Officer procures the supplies, services or works from the successful candidate(s) in unpredicted quantities at various times during the period that the agreement is in force. They are sometimes referred to as Call-off contracts. In some instances, there may be several companies that supply the goods or services, in order to provide a degree of flexibility or to allow for specialist goods or services to be provided within a more general arrangement (or Framework).
- (b) As there are specific rules that need to be followed for Framework Agreements, all Frameworks must be let in conjunction with the Corporate Procurement Unit.
- (c) The Corporate Procurement Unit maintains a central record of Framework Agreements, and will monitor compliance with them. Where a Framework Agreement exists, all Council staff are required to obtain goods or services from the agreed contractor(s)/ supplier(s) on the terms and conditions contained in the Agreement.
- (d) Contracts based on existing Framework Agreements may be awarded by either:
- applying the terms laid down in the Agreement (where such terms are sufficiently precise to cover the particular call-off) to any or all of the suppliers specified within the Agreement without further competition; or
 - where the terms laid down in the Agreement are not sufficiently precise or complete for the particular call-off, by holding a mini-competition in accordance with the following procedure:
 - inviting those suppliers within the Agreement that are capable of undertaking the requirements of the contract to submit written quotations;
 - Fixing a time limit which is sufficiently long to allow quotations for each specific contract to be submitted, taking into account factors such as the complexity of the proposed contract ;
 - awarding each contract to the supplier who has submitted the best quotation on the basis of the award criteria set out in the original tender for the Framework Agreement.

8.9 Disposals

Where the disposal of a Council asset is required the Officer must demonstrate that best value is obtained for the asset(s) involved. The use of a public auction is the preferred method. [Standing Order 21.3](#) deals with property or land disposals.

9. PRE-TENDER MARKET RESEARCH AND CONSULTATION AND CONTRACT CONDITIONS

- 9.1 The Officer responsible for the purchase:
- (a) may consult potential suppliers prior to the issue of the Invitation to Quote or Invitation to Tender in general terms about the nature, level and standard of the supply, contract packaging and other relevant matters **provided** this does not prejudice or provide any advantage to any potential candidate, but
 - (b) must not seek or accept technical advice on the preparation of a Specification from anyone who may have a commercial interest in it, if this may prejudice the equal treatment of all potential candidates or distort competition, and
 - (c) should seek advice from the Monitoring Officer.
- 9.2 During the planning stage, the Officer responsible for the purchase should consider the desirability of opting for large contracts. Wherever practicable, the needs of a mixed economy of small to medium, as well as larger-sized businesses should be taken into consideration.
- 9.3 Where a principal contractor is sought, the Officer should ensure that the principal contractor can demonstrate their track record in achieving value for money through effective use of their supply chain, including the use of small to medium-sized enterprises.

Contract Conditions

- 9.4 Where it is considered likely that employees will transfer to a new employer as a consequence of the contract and as a consequence of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (TUPE), the following statement must be included in the Invitation to Tender:
- “The Council’s preliminary view is that TUPE may apply to this contract. Nevertheless, the applicability of TUPE depends ultimately on a consideration of any proposals submitted by a contractor and that contractors may put forward proposals on a TUPE and/ or non-TUPE basis. The Council will consider any tender that is submitted whether or not the candidate’s view of the applicability of TUPE coincides with its own. The candidate, having regard to the Code of Practice on Workforce Matters in Local Authority Contracts and Government advice (found in ODPM Circular 03/2003 (as amended)) must indicate in their response whether their submission is on the basis that TUPE will apply.
- If, under TUPE, the employees on this contract employed by the current contractor will transfer automatically to the new contractor on their current terms and conditions of employment, there will be no redundancies.
- The workforce information is issued with this Invitation to Tender so that candidates may submit their own bid on the basis that TUPE applies, if that is their view.”
- 9.5 Any contract for the services of any architect, engineer, surveyor or other consultant or contractor who is to be responsible for the supervision or provision of a contract or service as an agent of the Council, shall include the following requirements:
- “The contracted consultant or contractor must:
- (a) comply with the Council’s Contract Standing Orders and Financial Regulations;
 - (b) at any time during the contract, produce on request to the appropriate Executive Director or the Council’s External or Internal Auditor, all the records maintained by him or her in relation to the contract within an agreed time-scale. Alternatively, if so agreed, provide ready access for the Council’s nominated officers or Auditors to examine all such records at the consultant’s or contractor’s offices;

- (c) provide evidence of continuing professional indemnity and other relevant insurance to the Monitoring Officer each year;
- (d) pass to the Council for audit purposes all such records, vouchers, receipts, certificates and other documents and information relating to the contract as may be in the consultant's possession but which would reasonably have been maintained by the Council had it conducted the service itself, at the time of the request by the contractor for final payment under the terms of the contract, or at an earlier date if so required by the appropriate Executive Director. All such records relating to the provision of the contract must be passed to the appropriate Executive Director as required by that Executive Director on completion of the contract."

- 9.6 Except where agreed by the Monitoring Officer, every contract shall include clauses enabling the recovery of damages in the event of any failure on the part of the Contractor to perform and carry out its obligations under the contract.
- 9.7 Unless agreed by the Cabinet or Portfolio Holder as appropriate, contracts should not include a grace period, (i.e. a period at the start of the contract that allows the contractor to meet a lower standard of supply/ work than has been specified within the contract terms).

10. STANDARDS AND AWARD CRITERIA

- 10.1 The Officer must ascertain which, if any, relevant British, European or International standards apply to the subject matter of the contract. Where appropriate, the Officer must include within the contract specification those standards that are necessary properly to describe the required quality. The Monitoring Officer must be consulted if the Officer proposes to use standards other than European standards.
- 10.2 The Officer must define award criteria appropriate to the contract. Award criteria must be designed to secure an outcome giving best value for money for the Council. The criteria may occasionally be "lowest price" but more usually will be [most economically advantageous](#), as this will provide the best overall value for money and cost-effective solution for the Council.
- The applicable criteria and their relative weightings should be specified within the Invitation to Tender. Once they have been made public, these pre-agreed criteria for assessing the merits or otherwise of each of the bids cannot be changed in any way, in order to be able to demonstrate that the evaluation process has been conducted in a fair and transparent manner.
- 10.3 Award criteria must not include:
- (a) [Non-Commercial Considerations](#);
 - (b) matters which discriminate against candidates from other EU countries or signatories to a [Government Procurement Agreement](#).

NB The evaluation criteria-setting process can be complex. Guidance should be sought from the Corporate Procurement Unit.

11. INVITATIONS TO TENDER

- 11.1 The Invitation to Tender (ITT) must include a Specification. The Specification must describe clearly the Council's requirements in sufficient detail to enable the submission of competitive and readily comparable offers. Candidates must be advised that they must prepare their submission to meet the Specification as drafted, and to not make unauthorised amendments to it when submitting their bid.
- In preparing Specifications, the Officer must have regard to any guidance from the Monitoring Officer, the Corporate Procurement Unit or the Audit Manager.

- 11.2 The ITT must state that the Council is not bound to accept any tender.
- 11.3 The ITT must state that:
“The Freedom of Information Act (FOIA) came into force on 1st January 2005 and established a general right of access to all types of 'recorded' information including public contracts and procurement activity held by the Borough Council, subject to certain conditions and exemptions. Accordingly, all information submitted may need to be disclosed in response to a request under the Act.
This means that the Borough Council is obliged under the Act to release certain information about its suppliers into the public domain within certain limits and according to relevant exemptions. The main exemption relevant to procurement is commercial interests, which means trade secrets and information likely to prejudice the commercial interests of any person (including the Borough Council) holding it.
If you consider that any of the information in your tender is commercially sensitive, please explain what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should also be aware that, even where you have indicated that information is commercially sensitive, the Council may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked "confidential" or equivalent by the Council should not be taken to mean that we accept any duty of confidence by virtue of the marking.
If a request is received, the Council may also be required to disclose details of unsuccessful tenders.”
- 11.4 All candidates invited to tender must be issued with the same information at the same time and subject to the same conditions. Any supplementary information or changes to the specification must be given on the same basis.
- 11.5 The ITT must provide details of the address and deadline for responses and forbid submission by any electronic means (i.e. by fax or e-mail). NB It is intended that a secure mailbox facility will be available in due course to allow electronic submission, but the Council is unable to accept such submissions at present.
- 11.6 For all informal quotations over £5,000, candidates must sign the Non-Collusion/ Prevention of Corruption Certificate ([Appendix 8](#)).
- For all contracts between £10,000 and £100,000, the ITT:
- (a) Must state the award criteria in objective terms, in descending order of importance and, if possible, providing precise weightings
 - (b) Must include a Tender Response Form, and a Non-Collusion/ Prevention of Corruption Certificate
 - (c) Must include the warning regarding the Freedom of Information Act from 11.3 above
 - (d) Must either include the Council's standard contract terms or state that a Purchase Order will be issued that will be subject to the Council's standard Conditions of Purchase available on the Council's website.
 - (e) Must include a warning that the Council will publish details of all payments over £500 on its website
- For all contracts between over £100,000, the ITT:
- (f) Must state the award criteria in objective terms and providing precise weightings
 - (g) Must include a Tender Response Form, and a Non-Collusion/ Prevention of Corruption Certificate

- (h) Must include the warning regarding the Freedom of Information Act from 11.3 above
- (i) Must include the Council's standard contract terms
- (j) Must include a warning that the Council will publish details of all payments over £500 on its website
- (k) Must incorporate the Council's Whistleblowing Policy

11.7 Unless selecting candidates from a Framework Agreement or an approved list, advertisements for all contracts over £10,000 must be placed on the Council's web site by a member of the Corporate Procurement Unit.

12. SHORT-LISTING

12.1 When it is expected that a large number of candidates are likely to respond to a contract advertisement the Officer should consider setting a maximum number of candidates to invite to tender. This ensures that all candidates stand a reasonable chance of being successful in winning the contract and requires the creation of a short-list.

12.2 Any short-listing must be based on responses to a Pre-Qualification Questionnaire as described in [Standing Order 8.3](#) above. The Officer should have regard to financial and technical standards and other criteria relevant to the contract. It should be noted that there must be a clear difference between qualification criteria and award criteria. Special rules apply in respect of contracts let using the EU Procedure. For guidance and advice when contemplating a contract that needs to be advertised throughout Europe, the advice of the Corporate Procurement Unit must be sought. The officers responsible for short-listing are specified in [Standing Order 8.1](#).

12.3 Offices may decide not to short-list but to send an ITT to all candidates that respond to the contract advertisement. In these circumstances a qualification questionnaire should be sent with the ITT to ensure that minimum qualification standards are met.

13. SUBMISSION, RECEIPT AND OPENING OF TENDERS

13.1 Candidates invited to respond must be given an adequate period in which to prepare and submit a proper tender, consistent with the urgency of the contract requirement. At least **four weeks** must be allowed for submission of tenders. The EU Regulations lay down specific time periods depending upon which EU Procedure is used. If in doubt, consult the Procurement Unit. All candidates must be advised of the deadline date and time, as well as the address to which tenders are to be submitted. This must be the same for all candidates for a contract.

13.2 All tenders for contracts up to £100,000 must be returned to the relevant Executive Director, or their nominated deputy, in a plain envelope that has been securely sealed and bears the word "TENDER". The envelope must include either the name or a brief description of the contract for which the bid relates but must not include any information whatsoever as to the identity of the person or firm submitting the tender.

All tenders for contracts over £100,000 must be returned to the Monitoring Officer in a plain envelope that has been securely sealed and bears the word "TENDER". In addition, the envelope must include either the name or a brief description of the contract for which the bid relates.

13.3 The Officer must not disclose the names of candidates to any staff involved in the receipt, custody or opening of tenders in advance of them being opened.

13.4 Tenders submitted electronically (e.g. e-mail or fax) must be rejected, because when

the Officer is aware of the name of the supplier and content of the offer they can be open to accusations of communicating that information to other potential suppliers. Envelopes that are not sealed, or which display information which identifies the name of the person or firm submitting the tender, must be rejected for the reason given above and will be considered [Irregular Tenders](#).

- 13.5 The Monitoring Officer shall be responsible for the safekeeping of tenders for contracts over £100,000 until opening. Receipt of each tender must be initialled and dated by the receiving officer.
- 13.6 Tenders up to £100,000 must be opened at the same time, in the presence of two officers designated for the purpose by the Executive Director responsible for the contract to which the tender relates. No such tender shall be opened until after the date and time appointed for the receipt of tenders for the proposed contract. See also [Section 13.10](#) below.
- 13.7 Tenders over £100,000 must be opened at the same time, in the presence of two officers designated for the purpose by the Executive Director responsible for the contract to which the tender relates, together with an officer designated by the Monitoring Officer. No such tender shall be opened until after the date and time appointed for the receipt of tenders for the proposed contract. See also [Section 13.11](#) below.
- 13.8 Where tenders have been invited for any proposed contract that has been estimated to exceed £100,000, the relevant Portfolio Holder or their nominated representative must be invited to the tender opening.
- 13.9 Where a tender has been received which is an Irregular tender, the Officer shall, before opening any of the tenders, submit a report to the Executive Director and the Monitoring Officer, giving details of the Irregular tender. If, having considered that report, the Executive Director and the Monitoring Officer both consider that the candidate submitting the Irregular tender has gained no advantage from its irregularity, they may determine to accept it. In this case, they may authorise that it be opened and evaluated together with any other tenders in accordance with this Standing Order 13. The Executive Director and the Monitoring Officer shall record in writing the reasons why each Irregular tender has been accepted or rejected and sign and date the record in either the Executive Director's [Quotation/tender Record Book](#), or Legal Services' [Tender Record Book](#) or as appropriate for the contract.
- 13.10 Immediately upon the opening of tenders up to £100,000:
- (a) The first page of the tender must be signed by both of the nominated representatives of the relevant Executive Director, with the date and time added;
 - (b) The name of each person or firm from whom a tender has been submitted and the amount thereof must be entered in the Record Book. Each contract should be recorded on a separate page, with a heading briefly describing the proposed contract to which the tender relates.
 - (c) The relevant page in the Record Book will be ruled off below the last tender entered and the page signed by both of the nominated officers.
 - (d) If documents are found to be missing from a tender submission, the appropriate candidate should be contacted and afforded the opportunity to submit the missing information by fax within 24 hours and subsequently by post within 48 hours of the tender being opened. Any candidate who then fails to supply the required information can be rejected on the grounds that they have failed to comply with the requirements of the specification.

- (e) One of the representatives of the relevant Executive Director should retain all opened envelopes until the evaluation processes have been completed. After this they should be retained in accordance with the Council's Retention Policy.

13.11 Immediately upon the opening of tenders over £100,000:

- (a) The first page of the tender must be signed by the relevant Executive Director, or their nominated deputy, with the date and time added;
- (b) The name of each person or firm from whom a tender has been submitted and the amount thereof must be entered in the Tender Record Book. Each contract should be recorded on a separate page, with a heading briefly describing the proposed contract to which the tender relates.
- (c) The relevant page in the Tender Record Book will be ruled off below the last tender entered and the page signed by the three officers referred to in [Standing Order 13.7](#) above and countersigned by the relevant Portfolio Holder, whenever the Portfolio Holder is present at the tender opening.
- (d) If documents are found to be missing from a tender submission, the appropriate candidate should be contacted and afforded the opportunity to submit the missing information by fax within 24 hours and subsequently by post within 48 hours of the tender being opened.
- (e) The relevant Executive Director, or their nominated deputy, should retain opened envelopes until the evaluation processes have been completed. After this they should be retained in accordance with the Council's Retention Policy.

13.12 If there appears to be an error or omission in a bid or supporting information, the candidate must be invited to confirm or withdraw the bid. Where the error relates to the tendered total sum as calculated from the submitted rates and variable quantities, the bid will be regarded as the total bid and the rate adjusted accordingly. The candidate will be invited to confirm or withdraw the bid and resulting rate. This is to ensure that the subsequent evaluations or Post-Tender Negotiations are undertaken on the basis that initial bids have been submitted on an even basis and to the same specification (but see Contract Standing Order 14.1 below).

14. CLARIFICATION PROCEDURES

14.1 After opening the quotation or tender submissions, it may be apparent that one or more of the companies that have submitted bids has misinterpreted the specification. If it is clear that this was as a result of an error or ambiguity in the specification, the Monitoring Officer must be consulted as to whether all contractors should be provided with a revised specification that identifies and corrects the error or ambiguity and provides them with the opportunity to amend their bid.

15. EVALUATION, POST-TENDER NEGOTIATIONS AND CONTRACT AWARD (See also [Appendix 3](#))

15.1 Confidentiality of tenders and the identity of candidates must be preserved at all times. Information about one candidate's response must not be given to another candidate. This includes the situation where one part of the Council is a candidate that is being considered for a contract by another part of the Council. In such an eventuality, the two sides of the process must be clearly divided between candidate and client, with no advantage being passed to the internal candidate, in order to be able to demonstrate that the contract has been let on purely objective criteria.

15.2 Contracts must be evaluated and awarded in accordance with the award criteria notified in the ITT. The decision as to which contractor is successful must be made by an Executive Director, in conjunction with the relevant Portfolio Holder when required

by the Council's Constitution. The contract must be completed in accordance with the requirements of [Contract Standing Order 16.3](#)

- 15.3 If a formal interview or presentation is to be sought from some or all the candidates:
- (a) Careful consideration needs to be given as to how the interview or presentation process will benefit and be incorporated into the evaluation methodology. Careful consideration of the questions, and who is to put them to the Candidates involved is required;
 - (b) If the interview panel is to comprise Members, the Members concerned should be involved in the process of deciding upon the information required from the candidates involved.
 - (c) Normally, at least two candidates should be invited to make presentations or attend interviews. Moreover if tenders submitted have been rejected to enable a presentation stage to take place then unsuccessful candidates must be notified. Ordinarily a presentation stage should be explained in the ITT.
 - (d) They must be held before the contract is awarded;
 - (e) All candidates invited to attend for interview or provide a presentation are to be considered as equals ahead of the interview/ presentation, with no preferred bidder being identified;
 - (f) Consideration needs to be given as to how (or if) new information, not previously presented by the candidates, is to be incorporated into the evaluation model.

Post-Tender Negotiations

- 15.4 Post-tender negotiation means negotiations with any candidate after submission of a tender and before the award of the contract with a view to obtaining an adjustment in price, delivery or content. It must not be conducted in an EU Procedure where this might distort competition particularly with regard to price, except where the EU Procedure permits this. For contracts being let using an EU Procedure, post-tender negotiations must not be conducted without the prior approval of the Monitoring Officer. Where post-tender negotiation results in a fundamental change to the specification, or the contract terms, the contract must not be awarded but must be re-tendered.

15.5 Procedure

- (a) Post-tender negotiations must be conducted by a Procurement Officer, together with a representative nominated by the Executive Director responsible for the contract area.
- (b) Post-tender negotiation must only be conducted in accordance with guidance set out in [Appendix 3](#) to these Contract Standing Orders.

- 15.6 Detailed notes must be kept of the meetings and these notes must be capable of being incorporated into the contract, to clarify what was meant in the specification.

Contract Award

- 15.7 If the contract is to be let using a two-stage process (qualification followed by tenders from a restricted short-list) any candidates rejected at the qualification stage of the process should all be informed of their exclusion at the same time that the successful candidates are invited to tender.

- 15.8 All candidates must be notified simultaneously, and as soon as possible, of any contracting decision. For contracts where the total value exceeds £10,000:

- (a) The notification must be in writing, either by email or post;
- (b) In all cases the following information should be given to unsuccessful candidates:
 - their overall score
 - the name and overall score of the successful candidate

- the approximate value of the contract
- (c) For contracts let using an EU Procedure the following additional information should also be given to unsuccessful candidates:
- their score for the individual criteria used in the evaluation
 - the score of the successful candidate for the individual criteria used in the evaluation
 - the reasons for the individual scores
- (d) Unless authorised by the Monitoring Officer, no further information should be given to unsuccessful candidates.
- 15.9 For all contracts let using an EU Procedure, a statutory standstill period of at least 10 days must be provided for between communicating the contract award decision and the successful contractor signing the contract, in order to allow the decision to be challenged by unsuccessful candidates (for further details see [Appendix 7](#)).

Section 4 – Contract and Other Formalities

16. CONTRACT DOCUMENTS

- 16.1 Every purchase over £1,000 must have either an Official Order, created through the Council's POP system, or the Council's standard Form of Contract. For contracts with a total value over £100,000 a formal contract must be used and must be sealed and signed by the Monitoring Officer (See 16.3 below).
- 16.2 Procedural and legal advice of the Monitoring Officer must be sought for the following contracts:
- where the total value exceeds £100,000;
 - those involving leasing arrangements regardless of the total value;
 - those which are complex in any other way regardless of the total value;
 - where it is proposed to use the supplier's own terms or conditions.

Contract formalities

- 16.3. Contracts shall be completed as follows:

<u>Total Value</u>	<u>Method of Completion</u>	<u>By</u>
Up to £100,000	Evidenced in writing as described in 16.1 and 16.2 above	POP order authorised at the level appropriate to the value or formal contract signed by the relevant Executive Director or by the Monitoring Officer.
Above £100,000, or below this amount if required by the Monitoring Officer.	In writing under seal	See 16.5 below

For all contracts, no contractor or Consultant will commence work on a contract until they have met the following conditions, unless agreed otherwise in writing by the Monitoring Officer:

- the contract has been concluded formally in writing in a form approved by the Monitoring Officer, except in exceptional circumstances, and then only with the written consent of the Monitoring Officer;
- Where relevant or required for the contract and, the Monitoring Officer has received a Parent Company Guarantee or Performance Bond and Deed of Warranties in a form approved by the Monitoring Officer;
- The Monitoring Officer has received proof that the contractor has the necessary insurance cover;
- The Officer has obtained approval of the Contractor's Health and Safety Policy & Procedures from the Council's Safety and Welfare Adviser except for supply only "goods" contracts.

Note: An award letter or letter of intent is not considered to be a contract for the purpose of this clause. Such letters must state that their content does not amount to a formal acceptance of the tender and that there is no intention to create a legal relationship pending the execution of the formal contract. The letter must be approved by the Monitoring Officer.

16.4 Signature

The Monitoring Officer must ensure that the person signing for the other contracting party has the authority to bind it.

16.5 Sealing

Where contracts are completed by each side adding their formal seal, the fixing of the Council's seal must be witnessed by or on behalf of the Monitoring Officer or the Executive Director for Central Services, or otherwise in accordance with the Council's Scheme of Delegation. Every Council sealing will be consecutively numbered, recorded and signed by the person witnessing the seal. The seal must not be affixed without the authority of Cabinet, the Portfolio Holder or an Executive Director acting under delegated powers. A contract must be sealed where:

- (a) the Council may wish to enforce the contract more than six years after its end; or
- (b) the total value exceeds £100,000; or
- (c) the Monitoring Officer requires that the contract needs to be sealed, where the amount is less than £100,000.

17. PERFORMANCE BONDS AND PARENT COMPANY GUARANTEES

17.1 The Officer must consult with the [Deputy Chief Executive](#) and the Monitoring Officer in respect of all tenders where the total value exceeds £250,000 as to whether a Performance Bond and/ or Parent Company Guarantee or other similar security is required.

17.2 Where it is proposed to waive the need to require a Performance Bond or Parent Company Guarantee, the "Request to waive the requirement for a performance bond" ([Appendix 5](#)) form must be completed.

18. PREVENTION OF CORRUPTION

18.1

- (a) The Officer must comply with his/her Code of Conduct and must not invite or accept any gift or reward in respect of the award or performance of any contract. Council members must comply with the Councillors' Code of Conduct.
- (b) High standards of conduct are obligatory. Corrupt behaviour will lead to dismissal or removal from office and is a criminal offence.
- (c) Attention is drawn to the Council's Whistle-blowing Policy, which is incorporated into the Staff Handbook and is available on the Council's website and Intranet and applies to all staff, Members, contractors and consultants.
- (d) Officers and Members must be aware of the Bribery Act 2010, which introduced four offences of bribery as detailed in Section 2.2 of the Anti-Fraud and Anti-Corruption Strategy.

18.2 All Candidates for any contract with a total value greater than £5,000 must sign the Council's standard Non-Collusion and Prevention of Corruption Certificate when submitting either a quotation or a tender. (see [Appendix 8](#)).

18.3 The Non-Collusion and Prevention of Corruption Certificate referred to in 18.2 above must be appended to any formal contract and form part of the "contract documents"

Section 5 – General

19. POST-CONTRACT MONITORING AND EVALUATION

19.1 During the life of the contract the Officer must monitor the contract/ contractor in respect of:

- (a) performance
- (b) compliance with the Specification and contract
- (b) cost
- (c) any requirements to improve Value for Money
- (d) user satisfaction and risk management

and in accordance with any corporate guidance.

19.2 Where the total value of the contract exceeded £250,000, the Officer must make a written report evaluating the extent to which the purchasing need and the contract objectives (as determined in accordance with [Standing Order 5.1](#)) were met by the contract and the contracting processes (including the application of these Contract Standing Orders). This should normally be done when the contract is completed and will provide feedback to officers and Members as to the success or otherwise of the contract and the contracting processes. Where the contract is to be re-let, a provisional report should also be available early enough to inform the approach to letting the subsequent contract.

19.3 The Officer should aim, where practicable, to ensure that payments made to a principal contractor are paid to [nominated subcontractors](#) on time and that when paying progress payments to principal contractors, the payments flow down the supply chain. (NB This is seen as good practice in providing support to Small to Medium Enterprises (SME's) by the government).

20. TECHNICAL AMENDMENTS

20.1 The Monitoring Officer has the power to make technical amendments from time to time to make these Contract Standing Orders consistent with legal requirements, changes in Council structures and personnel and best practice, after consulting the Deputy Chief Executive, the Audit Manager and the Corporate Procurement Unit.

Section 6 – Land and Property Transactions

21. LAND & PROPERTY TRANSACTIONS

- 21.1
- (a) This standing order applies to acquisitions and disposals of property and land and to leases for a fixed term of more than seven years.
 - (b) All valuations and negotiations in respect of transactions shall be carried out under the supervision of the Property Services Manager or a properly qualified Member of the Royal Institution of Chartered Surveyors or equivalent appointed by the Council.
 - (c) All valuations prepared for the purpose of a transaction must be accompanied by evidence of the values of comparable properties in the locality.

21.2 Acquisitions

No freehold or leasehold interest in land may be negotiated or acquired until a decision has been made by persons with delegated powers as defined in the Council's Scheme of Delegation to do so without:

- (a) A description of the property or land;
- (b) Any information which may affect the value of the property or land including, where appropriate, reports of structural or potential contamination;
- (c) The proposed purchase price or rent level, supported by any relevant evidence of comparable transactions;
- (d) Any other terms and conditions.

21.3 Disposals

21.3.1 Except as provided under 21.3.2 below land or buildings owned by the Council shall not be leased or sold other than on terms approved by persons with delegated powers as defined in the Council's Scheme of Delegation, setting out as appropriate in any particular case:

- (a) an inspection report describing the property or land and its physical characteristics and development constraints;
- (b) a report on title by the Monitoring Officer;
- (c) any information from the Council's records or those of statutory undertakers which would affect the property or land's value or development potential, including any information concerning contamination or possible contamination resulting from the previous use of the land;
- (d) an assessment of the potential for the use of the site or property by the Council;
- (e) an assessment of the development potential of the property or land by the appropriate Council Planning Officer;
- (f) an assessment of the value of the land or property being sold and a comparison between the assessed value and the price being sought from the potential purchaser, including details of any consideration, land exchange, or other pertinent fact as to the price or value of the land or property;
- (g) recommendations on the following:
 - i. issues that need to be resolved before marketing the property or land can proceed;
 - ii. the method of disposal;
 - iii. the title to be transferred;
 - iv. the price the Council must receive along with the "asking" and "reserve price";
 - v. whether legal and other costs must be recovered from the prospective purchaser and if so an estimate of their amount;
 - vi. the appointment of external advisers or agents;

vii. whether negotiations must proceed with a special purchaser.

- 21.3.2 These requirements shall not apply to the letting of the Council's industrial or commercial property or other short-term letting.
- 21.3.3 All disposals of property or land owned or leased by the Council shall be by one of the following methods:
- (a) Private Treaty
 - (b) Public Auction
 - (c) Formal Tender
- 21.3.4 In the event that it is decided to dispose of property or land by way of a tender then so far as it is practicable the procedures laid down in Contract Standing Orders continue to apply.

Appendix 1: Definitions

- "Buying Agency" - Network of public sector organisations that collectively arrange or obtain contracts for the procurement of goods or services. For example, Buying Solutions, Eastern Shires Purchasing Organisation, Central Buying Consortium and Yorkshire Purchasing Organisation. Where appropriate, EU regulations must have been complied with by the Buying Agency concerned and such bodies are themselves bound by EU Procedures in terms of their own procurement.
- "Candidate" - Any person or company who asks or is invited to submit a quotation or tender.
- "Code of Conduct" - Either the code regulating conduct of officers issued by the Chief Executive or Executive Director, Central Services or the Code of Conduct for Members as defined in the Council's Constitution.
- "Constitution" - The constitutional document approved by the Council of which these Contract Standing Orders form a part.
- "Consultant" - Someone employed for a specific length of time to work to a defined project brief with clear outcomes to be delivered, who brings specialist skills or knowledge to the role, and where the Council has no ready access to the skills, experience or capacity to undertake the work.
Where a person is employed on a temporary employment contract via Personnel Services or is employed via an Agency, such a person would NOT normally be considered to be a Consultant for the purposes of Contract Standing Orders, but will be considered to be an Officer if the work they do concerns part or all of the contracting process.
- "Contracting Decision" - Any of the following decisions:
 - composition of Approved Lists
 - short-listing
 - award of contract
 - any decision to terminate a contract.
- "Council's Standard Contractual Terms" - A standard form of written contract (available from the Monitoring Officer) or any other written contract approved by the Monitoring Officer. The terms will usually include: -
 - when the Council will have the right to terminate the contract;
 - that the contract is subject to the law as to prevention of collusion and corruption (see [Standing Order 18](#));
 - any insurance requirements (see also [Appendix 6](#));
 - data protection requirements (if relevant);
 - where agents are used to let or manage contracts, that agents must comply with the Council's Contract Standing Orders relating to contracts, as well as the Council's Financial Regulations;
 - a right of access to relevant documentation and records of the contractor for monitoring and audit purposes (if relevant).
 - details of whether variations to the specification are permitted;
 - that the contractor may not assign or sub-contract without prior written consent

- "Deputy Chief Executive" Chief - The designated Chief Finance Officer providing financial advice to the Council
- "EU Procedure" - The procedure required by the European Union procurement regulations where the total value exceeds the EU Threshold. There are essentially four main means of seeking tenders using the EU Procedure: [Open](#); [Restricted](#); Negotiated; and Competitive Dialogue. Guidance as to the different time-scales and procedures involved should be obtained from either the Monitoring Officer or the Corporate Procurement Unit.
- "EU Threshold" - The contract value at which European Union public procurement directives must be applied, currently £156,442 for the supply of goods or services and £3,927,260 for works contracts (NB figures are from 1 January 2010 and normally change every two years). If in doubt as to which threshold is appropriate or for more up to date thresholds, consult the Monitoring Officer or the Corporate Procurement Unit.
- "Financial Regulations" - The Financial Regulations issued by the Deputy Chief Executive and approved by Council
- "Government Procurement Agreement" - The successor agreement to the General Agreement on Trade and Tariffs. The main signatories other than those in the European Union are: the USA, Canada, Japan, India, Israel, South Korea, Switzerland, Norway, Aruba, Hong Kong, China, Liechtenstein and Singapore.
- "Invitation to Tender" to - Invitation to tender documents in the form required by [Contract Standing Order 11](#).
- "Irregular Tender" - A tender that is not sealed, is received after the appointed time for receipt or is in an envelope that has a mark identifying the candidate.
- "Key decision" - A decision which must be taken by Cabinet or Council.
- "Monitoring Officer" - The designated Monitoring Officer, as defined in the Constitution. Currently the Legal Services Manager.
- "Most Economically Advantageous Tender" - Tenders which are evaluated on criteria which includes non-financial criteria (such as technical merit, aesthetic and functional characteristics, after-sales service, etc.) in addition to price. The criteria used must be declared to candidates at the start of the tender exercise, in order that candidates know if lowest price is not the only basis for the decision as to which candidates will be successful. Only objective economic criteria, strictly relevant to the particular procurement activity may be used. These may include price, service, quality of goods, running costs, technical merit, previous experience, delivery date, cost effectiveness, relevant environmental considerations, aesthetic and functional characteristics (including security and control features), safety, after-sales services, technical assistance and any other relevant matters. Each criterion used should be given a percentage weighting which must include price, with price not being less than 30% of the total, with the rest of the criteria adding up to the remainder.

- "Nominated Suppliers and Sub-contractors" - Those persons specified in a main contract for the discharge of any part of that contract.
- "Non-Commercial Considerations":
- (a) the terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion, transfer or training of, or the other opportunities afforded to, their workforces ("Workforce matters");
 - (b) whether the terms on which contractors contract with their sub-contractors constitute, in the case of contracts with individuals, contracts for the provision by them as self-employed persons of their services only;
 - (c) any involvement of the business activities or interests of contractors with irrelevant fields of Government policy;
 - (d) the conduct of contractors or workers in industrial disputes between them or any involvement of the business activities of contractors in industrial disputes between other persons ("industrial disputes");
 - (e) the country or territory of origin of supplies to, or the location in any country or territory of the business activities or interests of, contractors;
 - (f) any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees;
 - (g) financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support;
 - (h) use or non-use by contractors of technical or professional services provided by the authority under the Building Act 1984 or the Building (Scotland) Act 1959.
- "Officer" - The officer designated by the relevant Executive Director to deal with the contract in question. A contractor or any person, whether an employee of the Council or not (e.g. an appointed Consultant or agent) who has been designated to manage or supervise, in whatever capacity, on behalf of the Council, is deemed to be an Officer for the purposes of these Contract Standing Orders.
- "Official Journal of the European Union" - The contract advertising medium of the European Union (frequently abbreviated to OJEU). Advertisements or "Contract Notices" are placed in the publication each day, including Saturday and Sunday. In addition, Contract Award Notices are published to inform interested parties of the details of the contract's award. There is no charge for placing a notice in the OJEU.
- "Open Procedure" - All candidates responding to the advertisement are invited to tender.
- "Parent Company Guarantee" - A contract which binds the parent of a subsidiary company as follows: If the subsidiary company fails to do what it has promised under a contract with the Council, the Council can require the parent company to do so instead.
- "Performance Bond" - An insurance policy: if the contractor does not do what it has promised under a contract with the Council, the Council can claim from the insurer the sum of money specified in the Bond (often 10% of the contract value). A Bond is intended to protect the Council against additional costs arising from the contractor's failure.

"Prior Indicative Notice"	- Published indication in the OJEU of an intention that contracts will be placed. Does not guarantee that contracts will actually be awarded. Allows a reduction in the time-scale for the subsequent procurement process.
"Procurement Officer"	- A member of the Corporate Procurement Unit
"Procurement Unit"	- The Procurement manager and procurement staff.
"Purchasing Card"	- A purchase card (usually a credit card) issued to an Officer by the Council for use in purchasing goods or services on behalf of the Council.
"Quotation"	- A written quotation of price and any other relevant matter for contracts valued at less than £10,000. They can be submitted in an informal manner such as a letter or email and can be received and opened by the Officer and, if appropriate, their Executive Director.
"Record Book"	- The log kept by the Executive Director to record details of tenders up to £100,000 relating to his or her service areas
"Relevant Contract"	- Contracts to which these Contract Standing Orders apply (see Standing Order 4).
"Restricted Procedure"	- Candidates responding to the advertisement are sent a Pre-Qualification Questionnaire and a "restricted" short-list is then created based on the evaluation of the questionnaire responses.
"Service Area"	- Means a unit <ul style="list-style-type: none"> • to whom the decision to purchase (and budget) has been devolved • for the sole use of whom the purchase is intended, and • that takes the decision independently of any other part of the Council. <p>Generally the area managed by an Executive Director or Service Manager</p>
"Short-listing"	- Where candidates are selected to tender or to proceed to final evaluation.
"Specification"	- A detailed description of the goods, services or works to which the intended contract relates e.g.: <ul style="list-style-type: none"> • any relevant quality standards • materials required • dimensions • locations • timing requirements • quantity
"Tender"	- A candidate's proposal submitted in response to an Invitation to Tender for a contract over £10,000.
"Tender Record Book"	- The log kept by the Monitoring Officer to record details of tenders over £100,000.

Appendix 2: Compilation and Maintenance of a Standing Approved List

1. The Corporate Procurement Unit may maintain Standing Approved Lists on behalf of Executive Directors, as a means of pre-vetting contractors for agreed contract categories. Alternatively, Service Area Managers may maintain the Approved List on behalf of their Executive Director.
2. When a Standing Approved List of candidates is maintained, then:
 - (a) At least four weeks before that list is first compiled, notices inviting applications for inclusion in it, from those willing and able to undertake contracts of the specified values, amounts or categories, shall be published in one or more local newspapers circulating in the Borough and in any trade or similar publication the appropriate Executive Director considers desirable.
 - (b) All such lists shall from time to time be amended as necessary, and shall in any event be fully reviewed at intervals of not more than 3 years.
 - (c) Selection from any Standing Approved List must be by rotation, allowing the widest possible choice of contractors a chance of selection over a period of time. The successful contractor from the most recently let contract of a similar nature may also be appropriate for consideration to ensure best value for money for the Authority.
 - (d) Any limitation placed on the person or firm as to the category, class, type or description or relating to the maximum amount or value of the contracts the person or firm may undertake must be noted on the list at the time of inclusion.
 - (e) Any such lists shall be available for inspection by Members and officers of the Council, at any time during normal office hours at the offices of the Corporate Procurement Unit
 - (f) Details of the Approved List must be notified to the Corporate Procurement Unit in order that a central record can be maintained and to avoid unnecessary duplication of effort.
3. Where the Council intends to select contractors from a list maintained by another Local Authority, Government Agency or Department or company, applicants for inclusion who apply to the Council shall be informed that it is the Council's intention to use such an external list and how and where to apply to be considered for inclusion on that list.
4. Where the requirements of these Contract Standing Orders in respect of selecting candidates are not complied with, advance approval by the Cabinet is required.
5. The appropriate Executive Director must notify candidates of any decision taken to exclude or suspend them from the Approved List.

Appendix 3: Post-Tender Negotiations (PTN).

Procedures for Use

1. The candidates to be involved in PTN shall be selected on the basis of evaluation of tenders against the award criteria published in the Invitation to Tender. If initial candidates are to be excluded, the decision shall be justified in writing so as to protect the Council from accusations of anti-competitiveness.
2. Unless approved by the Monitoring Officer, PTN's must not take place where the contract is subject to EU Procedures.
3. As with any form of tender evaluation, criteria other than price should be considered when undertaking PTN's, so that the Council obtains best value overall from the procurement process.
4. If [Contract Standing Order 14](#) applies Post-Tender Negotiations shall be conducted with whatever number of candidates may be considered appropriate by the Officer, in conjunction with the Executive Director responsible for the contract area and the Monitoring Officer.
5. In order to ensure that there is competition between candidates, negotiations shall be undertaken with a minimum of two candidates, unless an Exemption has been formally approved by the Monitoring Officer (see [Standing Order 3.2](#)).
6. The negotiations shall be conducted on the Council's premises or by correspondence. Under no circumstances shall negotiations take place at the premises of a candidate.
7. Negotiations shall be carried out by an officer of senior grade with appropriate technical ability, as designated by the relevant Executive Director, and a Procurement Officer.
8. Full records of negotiations shall be maintained (i.e. names of all persons present at the negotiations, candidate, dates, times, places, details of discussion and agreements reached, signatures of officer and the candidate's authorised representative). All amendments to bids shall be put in writing and signed by the candidate and included in the formal tender documents.
9. Only matters relating to the candidate's bid shall be raised in negotiations. No reference to the bids from other candidates shall be made.

Acceptance of final tender bids shall follow the procedures outlined in these Contract Standing Orders.

Appendix 4: Exemptions

RECORD OF THE EXEMPTION FROM OF THE REQUIREMENTS OF CONTRACT STANDING ORDERS

Contract name/ description:	
Contract Sum:	£
Anticipated date of Commencement of Contract:	
Anticipated date of completion of Contract:	
Contract Supervisor:	
Brief Contract Details:	
Reason(s) for being exempt from the requirements of Contract Standing Orders (i.e. details of which paragraph(s) in Standing Order 3.2 apply) :	
Signed _____ Executive Director	
Approved: _____ Procurement Officer Date:	Approved: _____ Monitoring Officer Date:

Appendix 5: Waiving of the need for a Performance Bond or Parent Company Guarantee

NB The Officer must consult with the Deputy Chief Executive in respect of all tenders where the total value exceeds £250,000 as to whether a Bond and/ or Parent Company Guarantee or other similar security is required.

Contract:	
Contract Sum £	
Date of Commencement of Contract	
Anticipated completion of Contract	
Anticipated cost to the Council of obtaining a Performance Bond £	
Contract Supervisor	
Brief Details of Contract:	
Potential loss to the Council if the Contractor fails to meet the terms of the Contract or ceases trading (include estimated costs of obtaining a replacement contractor, officer time, any difficulties in obtaining a replacement Contractor, difficulties in ascertaining progress to date on the Contract, which would require the replacement Contractor to re-perform any part or parts performed to date. Also show any other costs or difficulties, including time delays or difficulties in meeting service requirements of obtaining a replacement Contractor):	
Performance Bond Required/ NOT required (Delete as required)	
If required, value (normally 10% of the contract sum) £ _____	
Approved: _____ Date: _____	Executive Director

Appendix 6: Requirements for Professional Indemnity and Public Liability insurance

Introduction

There has been a continuing debate about the level of insurance that the Council asks contractors to have, and the level that the contractors say they are able to obtain in the market, although that can sometimes be read as how much they are willing to pay for insurance.

The Council has a variety of contracts. They vary from substantial contracts for building and environmental improvement schemes, to quite small building works. A contract can be for a large redevelopment scheme, such as the Walks or NORA, to a contract for software. Increasingly, the Council is entering into contracts for consultancy services.

This Appendix gives guidance to staff when requesting insurance for public liability and professional indemnity.

The risks involved in a contract

The level of insurance should relate to the risks of the contract. The risks are the likelihood of an incident happening and the potential impact. The table below is intended as a guide to assessing the likely impact:

IMPACT			
	Property		People
High	Value of building and/ or assets are in excess of £5m and damage could affect more than 25% of the building or assets.	and/ or	More than 5 people (members of the public and / or staff) would be put at risk of death or major injury.
Medium	Value of building and/ or assets are in excess of £2m and damage could affect more than 25% of the building or assets.	and/ or	More than 2 people (members of the public and / or staff) would be put at risk of serious injury.
Low	Value of building and/or assets are in excess of £1m and damage could affect more than 25% of the building or assets.	and/ or	One or no persons (members of the public and / or staff) would be put at risk of serious injury.
Trivial	Value of building and/ or assets are less than £1m.	and/ or	No-one, other than the contractor, could reasonably be expected to be put at risk of injury.

The appropriate level of insurance

The normal insurance that is required is £5m but contractors have often asked if a lower level is acceptable. It is likely that a contractor has obtained a higher level (£5m) just for the Council contract, which could be seen as anti-competitive.

£10m may be required for larger projects such as the Walks, or NORA

Using the simple risk matrix shown below the appropriate level of insurance can be decided:

		Likelihood		
		Remote	Unlikely	Could happen
I M P A C T	High	£5 million	£5 million	£10 million
	Medium	£2 million	£5 million	£5 million
	Low	£2 million	£2 million	£5 million
	Trivial	£1 million	£2 million	£5 million

Practical guidance

The usual contractor’s insurance will be £5m. However where Executive Directors consider the risk to be high they should consult with the Accountant responsible for insurance to decide which level is appropriate taking into account the risk, likelihood and impact. If the Executive Director considers the risk to be low and warrants a reduced insurance level (£2 million or less), this will need to be agreed with the Accountant responsible for insurance.

The Executive Director and the Accountant will consider:

- Whether the proposed value of cover is appropriate
- The insurance is valid for the dates of the contract
- Any exclusions from the policy that might cause concern are considered

In the event of any dispute on the level of insurance to be taken, the final decision will rest with the [Deputy Chief Executive](#).

The decision as to the level of insurance required needs to be taken early in the contract-letting process, in order to ensure that the subsequent documentation (e.g. Pre-qualification questionnaire, draft/ specimen contracts) is consistent and refers to the agreed limit, as this may affect the prices included within the contract.

Appendix 7: Standstill Period and Remedies Directive

1. BACKGROUND

The Standstill Period was originally introduced in response to a European Court of Justice case now commonly known as the “Alcatel Case”. For this reason the standstill period is sometimes known as the Alcatel Period.

The purpose of the standstill period is to allow unsuccessful candidates to obtain details of how the contract award decision has been made and, if they think the decision is wrong, to challenge the decision before a contract is signed and legally completed.

More recently The Public Contracts (Amendment) Regulations 2009 have amended the rules on the standstill period and introduced new remedies for aggrieved candidates in response the European Remedies Directive.

2. AFFECTED CONTRACTS

The standstill rules apply only to contracts over the EU Threshold and subject to an EU tender procedure. However, Officers may decide to use the rules for lower value contracts when they feel that it is appropriate.

3. ACTION REQUIRED

Detailed guidance is provided on the OGC website at:-

http://www.ogc.gov.uk/procurement_policy_and_application_of_eu_rules_guidance_on_the_UK_regulations.asp

The main requirement is that, at the earliest opportunity after the award decision is made, a letter (the standstill letter) should be sent to all participants in the tender advising them of the intended award and providing the following details: -

- the Award Criteria used
- the name(s) of the winning contractor(s)
- the score on each criterion for the unsuccessful candidate in comparison to the score for the winning company.
- the reasons for the differences in the scores including the *characteristics and relative advantages of the successful tender*
- the approximate contract value
- details of the standstill process including the date on which the standstill period ends.

The standstill period must end at midnight on a working and the time is calculated as follows: -

- if the letters are sent electronically (i.e. by email) the standstill period must be at least 10 calendar days after the date of despatch of the letters
- if the letters are sent by post the standstill period must be at least 15 calendar days after the date of despatch of the letters or at least 10 days after receipt of the letters.

Clearly, sending the letters by email is the preferred method.

4. REMEDIES

The major change in the new regulations is that a remedy of “ineffectiveness” has been introduced. This means that, in addition to the damages which could be awarded previously, a contract awarded by a Council that is found to have awarded it unfairly, or where the standstill period has not been correctly applied, can be declared ineffective. (i.e the contract is cancelled). In these circumstances, not only would the aggrieved candidate be awarded damages but also, the successful contractor would be likely to bring a legal action against the Council for breach of contract.

Appendix 8: Certificate of Non-Collusion/ Prevention of Corruption

I/ We certify that:

- a) The prices, specifications and all matters relating to the enclosed Tender/ Quotation have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, specifications and all other matters, with any other person or Organisation;
- b) Unless otherwise required by law, the prices and other information which have been quoted in the Tender/ Quotation have not knowingly been disclosed, directly or indirectly, to any other person or Organisation, nor will they be so disclosed;
- c) No attempt has been made or will be made to induce any other person or firm to submit or not to submit a Tender/ Quotation nor to withdraw or amend a Tender/ Quotation which as either already been or is intended to be submitted for the purpose of restricting competition;
- d) No attempt has been made directly or indirectly to canvass any Councillor or employee of the Borough Council of King's Lynn and West Norfolk or anyone acting on its behalf concerning the award of the contract which is the subject of this invitation to tender.

In addition, no person acting on behalf of or representing the Company has:

- a) offered, given or agreed to give to anyone any inducement, gift or reward in respect of this or any other Council contract (even if I/ we do not know what has been done);
- b) committed an offence under the Prevention of Corruption Acts 1889 to 1916 (or any amendments of them) or Section 117(2) of the Local Government Act 1972; or given any fee or reward, or solicited or accepted any form of money, or taken any reward, collection or charge for performing the Works, other than bona fide charges previously approved in writing by the Council;
- c) committed any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees. I/ we accept that any clause limiting my/ our liability shall not apply to this clause.

The Council's Whistle-blowing Policy is incorporated into this contract in order to reinforce the above requirements and encourage anyone involved in the contracting process to come forward if they have concerns as to the propriety of the Council's contract-letting processes.

I understand that the Council may cancel the contract with me/ the Company if there is evidence of any failure on my/ our part to comply with any of the above and, if necessary, take legal action against me.

Signed:

Name:

Date:

Position:

On behalf of:
Name)

(Company

REPORT TO CABINET

Open		Would any decisions proposed :		
Any especially affected Wards	Mandatory	(a) Be entirely within cabinet's powers to decide YES (b) Need to be recommendations to Council NO (c) Be partly for recommendations to Council NO and partly within Cabinets powers –		
Lead Member: Councillor N Daubney E-mail: cllr.nick.daubney@west-norfolk.gov.uk		Other Cabinet Members consulted: None		
		Other Members consulted: None		
Lead Officer: Wendy Vincent E-mail: wendy.vincent@west-norfolk.gov.uk Direct Dial: 01553 616377		Other Officers consulted: Ray Harding, Chief Executive Nicola Leader, Monitoring Officer/Legal Services Manager Samantha Winter, Democratic Services Manager		
Financial Implications NO	Policy/Personnel Implications NO	Statutory Implications NO	Equal Impact Assessment NO	Risk Management Implications NO

Date of meeting: 6 September 2011

5 STANDARDS COMMITTEE – EXTENSION OF TERM OF OFFICE FOR ONE PARISH REPRESENTATIVE

Summary

The Council's Standards Committee has three Parish Representatives. One of the representatives four year term of office is due to come to an end in November 2011. It is the Council's normal practice to place an advertisement in the local press to recruit to that position.

However, in view of the Localism Bill and proposals for the future of Standards Committees and to enable the Council to continue to determine complaints at a local level, it is therefore proposed that the Parish Representative's term of office be extended for a further period, rather than placing an advertisement in the local press to recruit to that position.

Recommendation

That the term of office for one of the three Parish Representatives on the Council's Standards Committee due to come to an end in mid November 2011, be extended for a period pending the outcome of the Localism Bill.

Reason for Decision

To allow the Standards Committee to undertake its duty/role in an effective and efficient manner.

Background

The abolition of the Standards Board regime will revoke the centralist model code of conduct for Councillors and the Standards Board for England. Councils will be allowed to choose whether or not they wish to have a local code or a standards committee and the current sanctions regime will be replaced with legislation to make it a criminal offence to deliberately withhold or misrepresent a personal interest.

Policy Implications

None.

Financial Implications

None.

Staffing Implications

None.

Statutory Considerations

None.

Equality Impact Assessments (EIA's)

Not required.

Risk Management

None.

Background Papers

The Localism Bill.

REPORT TO CABINET

Open		Would any decisions proposed :		
Any especially affected Wards	Discretionary /	(a) Be entirely within cabinet's powers to decide NO		
	Operational	(b) Need to be recommendations to Council YES		
		(c) Be partly for recommendations to Council NO and partly within Cabinets powers –		
Lead Member: Cllr Vivienne Spikings E-mail: cllr.vivienne.spikings@west-norfolk.gov.uk		Other Cabinet Members consulted:		
		Other Members consulted:		
Lead Officer: Neil Langley E-mail: neil.langley@west-norfolk.gov.uk Direct Dial: 01553 616449		Other Officers consulted:		
Financial Implications YES	Policy/Personnel Implications NO	Statutory Implications YES	Equal Opportunities Implications NO	Risk Management Implications YES

Date of meeting: 6 September 2011

6 POTENTIAL COMPULSORY PURCHASE ORDER - NORTHWOLD

Summary

The purpose of this report is to seek approval for the Council to make use of the powers available to local authorities under the Planning and Listed Building Act 1990, Section 47 and to promote a Compulsory Purchase Order for The Manor House ("the Building"), 52 High Street, Northwold, Norfolk IP26 5LA ("the Land") to enable it to be properly preserved.

Recommendation

That Cabinet agrees to the proposal to promote a Compulsory Purchase Order for the acquisition of the Land with a view to its subsequent disposal.

Reason for Decision

The building is Grade II Listed and categorised as a building at risk because of its poor and potentially dangerous condition. It is unoccupied and in its current state is considered detrimental to the character, appearance and general wellbeing of the village.

The Council considers that the compulsory purchase of the Land will facilitate the carrying out of restoration work which will secure the future preservation of the building, make a positive contribution to the character and appearance of the Land and promote the social and environmental wellbeing of the surrounding area for the reasons explained in this report.

1 Introduction

1.1 The Borough Council of King's Lynn & West Norfolk has a statutory duty under the Act to protect and enhance Listed Buildings within their administrative

area. As part of that duty the Council maintains a building at risk register which identifies those buildings considered to be at significant risk in order that the Council can exercise its statutory powers to maintain these buildings through the service of a repairs notice.

1.2 If it appears that following the service of a repairs notice reasonable steps are not being taken for the proper preservation of a Listed Building, and the Council are satisfied that it is expedient to do so, they may then apply to the Secretary of State for Culture Media and Sport for authority to compulsory purchase the Building in order to safeguard its future.

1.3 The property at The Manor House, 52 High Street, Northwold has been identified by the Development Team as a candidate for compulsory purchase in view of the fact that it is a grade II listed building in very poor physical condition and remain has remained unoccupied for in excess of 20 years.

2 Description of the Building and Land

2.1 The Building is Grade II Listed by virtue of its architectural and historic importance. It dates from the early C18 with later C18 additions and comprises a large two storey house with attic dormers and a smaller two storey coach-house attached to the eastern end. The house occupies a prominent location within the conservation area facing directly onto the road on the southern side of High Street, the main road through the village. Opposite is St Andrews Church (grade I listed) and graveyard and to the west Linden Cottage, also Grade II Listed. The Land to the rear (south) and east of the house and comprises a large overgrown garden with outbuildings. There are a number of scrap cars and caravans on the site.

3 Purpose and Justification of the Order

3.1 A Repairs Notice pursuant to Section 48 of the 1990 Act was served on the owner in September 2003. The Notice requires the owner to undertake the works specified within Schedule 2 of the Notice for the proper preservation of the building. In brief the Schedule of Work included:-

- A photographic record of all historic features, fixtures & fittings
- Install propping to stabilise stairs, floor joists and the structure generally. Temporary floor boards, balustrade and handrails as necessary
- Overhaul, repair, reinstate, clean or replace rainwater good
- Inspect all areas of the roof structure and covering, identify areas of rot, missing slates/tiles, substandard timbers wall plates etc and rectify. Replace missing areas of roof structure. Re-roof and re-lead
- Cut back and treat all growth in external brickwork. Treat internal masonry/plaster in a similar manner
- Repair/stabilise the structure installing corner ties at junctions of internal/external walls and corners, and ties to bond together brickwork.
- Relay parapets with damp-proof course and repair chimneys. Clear flues.
- Rake out mortar joints and re-point. Re-render as appropriate
- Replace missing and irreparable window frames and sashes. Overhaul all other windows and doors cutting out and replacing rotten or missing sections. Re-glaze windows.
- Repairs to timber floor structure, window lintels and skirting.

- Treat all retained timber affected by insect attack or rot and all low level brickwork affected by rising/penetrating damp.
- Repair/reinstate internal plasterwork which is lost/damaged taking moulds where necessary to match the existing
- Compile an inventory, label and store loose or damaged joinery/fittings e.g. window shutters, panelling and doors.
- Decorate to basic standard.
- Ensure proper ventilation whilst preventing ingress for pigeons.

3.2 As the Manor House is a relatively complex building, it was recommended that a plan of the layout of the building be prepared and the schedule applied on a room by room basis.

3.3 If after two months from the date of service of the Notice the local authority have not withdrawn the Notice, the local authority may ask the Secretary of State for Culture Media and Sport to authorise it to acquire compulsorily the building subject to the Notice and any land contiguous or adjacent to it which appears to the Secretary of State to be required for preserving the building or its amenities, or for affording access to it, or for its proper control or management.

3.4 The work was not carried out in despite numerous assurances that it would be done and in 2005 Officers decided to serve an Urgent Works Notice to address the immediate problems whilst proceeding with compulsory purchase. However, it appears that neither course of action was progressed to a conclusion. I can only assume that this was partly because of staff changes within the authority and partly because of probate issues following the death of the owner.

3.5 The property remains in the ownership of the same family (the widow) and the Council is concerned that the Building is still not being properly preserved. Parts are structurally unsound and Building Control has carried out a number of external inspections because of concerns for public safety. It remains un-occupied but is full of furniture and other paraphernalia making fire a potential hazard.

3.6 For some time prior to serving the said Repair Notice, the Council tried unsuccessfully to negotiate the preservation of the Building with the owner and despite ongoing contact with the current owner there has been no indication of any steps being taken, either directly or indirectly, to secure repairs to the Building.

3.7 The Building has been on Norfolk County Council's Buildings at Risk Register since its inception in 1998. It is ranked category A (Immediate risk of further rapid deterioration or loss of fabric; no solution agreed) and County Council Officers have also been in regular contact with the owner regarding the condition of the property

3.8 A comprehensive programme of repairs must be undertaken to prevent the building being lost at least in part and whilst it is still economically viable. This view is shared by the Norfolk Historic Buildings Trust, the Parish Council and a large number of local residents.

3.9 The purpose of a compulsory purchase order is to facilitate the repair and restoration of the Building to safeguard its future as a unique historic asset otherwise there is a grave risk that a building of national importance will be lost.

3.10 It is considered that the only realistic way this Building can be properly preserved is by the Council acquiring it. The Council does not have the capital resources to carry out the necessary repair or restoration work itself therefore, having obtained the Building, the Council intends to pass it directly to a third party that has the capacity to repair, restore and then maintain the Building. Therefore before taking possession of the Building the Council will make sure a third party has been engaged. At this time it is hoped that the Council can pass the Building onto the Norfolk Historic Buildings Trust.

3.11 The Norfolk Historic Buildings Trust is considered to offer the best change of securing the proper repair, restoration and maintenance of the Land, at this moment, for the following reasons:

- i. They have expressed a strong and continuing interest in acquiring the Building and carry out work to secure the preservation of the Building.
- ii. The Norfolk Historic Buildings Trust intends to appoint credible agents and contractors to work closely with the Conversation Officer throughout the project.
- iii. The Council needs to have some confidence that any owner of the Buildings will have the financial resources to carry out the work. The Norfolk Historic Buildings Trust is fully aware of the level of costs involved.
- iv. A conditional agreement between the Council and the Norfolk Historic Buildings Trust will be agreed and signed prior to transfer. This agreement will require the Norfolk Historic Buildings Trust to undertake specific action to secure the proper preservation of the Building.

4 Policy Implications

4.1 Nothing in this report should be construed as having policy implications.

5 Financial Implications

5.1 It is intended that by subsequently disposing of the Building in accordance with the conditional agreement, the promotion and execution of an Order will be relatively cost-neutral to the Council. For the avoidance of doubt it is Officers intention to recover, where possible, the below costs through the conditional agreement. However to get the CPO process started Members will need to be aware that the Council will need to initially pay the following:

- Independent surveyors fees (£1,200)
- legal costs for obtaining a CPO (£1,500)
- advertisement costs (approximately £1,000)

5.2 In addition to the above costs which are recoverable, there will be a small cost in the region of £500 for legal costs that are non-recoverable and will be met from the Derelict Land and Buildings Group annual budget.

5.3 The other potential costs associated with CPO action is the compensation that the current owner is entitled to claim, which in this particular case will be the market value of the Land. However these costs will be met by the purchaser through the conditional agreement.

6 Staffing Implications

6.1 Nothing in this report should be construed as affecting staffing implications.

7 Statutory Considerations

7.1 The Council is empowered to promote Compulsory Purchase Orders by virtue of sections 47 of the Listed Buildings Act, which provides for compulsory acquisition by the appropriate authority of a listed building in need of repair; where service on the owner of a repairs notice; and inclusion in the order of a direction for minimum compensation has taken place.

7.2 At least two months before making an order under section 47 of the Listed Buildings Act the acquiring authority must, under section 48, serve a repairs notice on the owner as defined in section 91(2) of the Listed Buildings Act.

7.3 When an order made under section 47 of the Listed Buildings Act is submitted to the Secretary of State for Culture Media and Sport for confirmation, a copy of the repairs notice served in accordance with section 48 must be included with all the supporting documents.

7.4 It should be noted by Members that the procedure for obtaining a confirmed Compulsory Purchase Order can be complex as it requires much supporting documentation such as a Statement of Reasons, certificates in support, and for a personal notice of the making of the Order to be served on all interested parties.

8 Human Rights

8.1 The European Court has recognised that “regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole”. Both public and private interests are to be taken into account in the exercise of the Council’s powers and duties as a local planning authority. Any interference with a Convention must be necessary and proportionate.

8.2 The Council is of the view that in pursuing this Order, it has carefully considered the balance to be struck between individual rights and the wider public interest. Any interference with Convention rights, if there is indeed any, is considered to be justified in order to secure the economic, social, physical and environmental regeneration that the proposal will bring. Appropriate compensation will be available to those entitled to claim it under the relevant provisions of the relevant statutory code.

8.3 The Council considers that there is a compelling case in the public interest for confirmation of the Order and that the Order, if confirmed, would strike an appropriate balance between public and private interests, the rights of the owner’s

interest in the Order Land under the Human Rights Act 1998, in particular the rights contained in Article 8 and Article 1 of the First Protocol, have been taken into account by the Council when considering whether to make the Order and when considering the extent of the interests to be comprised in the Order. In addition, having regard to the guidance set out in Circular 06/2004, the Council considers that the compulsory purchase of the Land is both suitable for and will facilitate the carrying out of restoration works which will make a positive contribution in the promotion or achievement of a social and environmental wellbeing of its area for the reasons explained in this report.

9 Background Papers

ODPM Circular 06/2004: COMPULSORY PURCHASE and THE CRICHEL DOWN RULES.

Planning Policy Statement 5 (PPS5): Planning for the Historic Environment

Stopping the Rot: A step by step guide to sewing Urgent Works and Repairs Notices (Produced by English Heritage)

Location Plan

Listing

Northwold Conservation Area

Land Registry

Urgent Works Notice dated

Repairs Notice dated

ENFORCEMENT OF PLANNING CONTROL

Town and Country Planning Act 1990

(As amended by the Planning & Compensation Act 1991)

DEVELOPMENT AND REGENERATION SERVICES

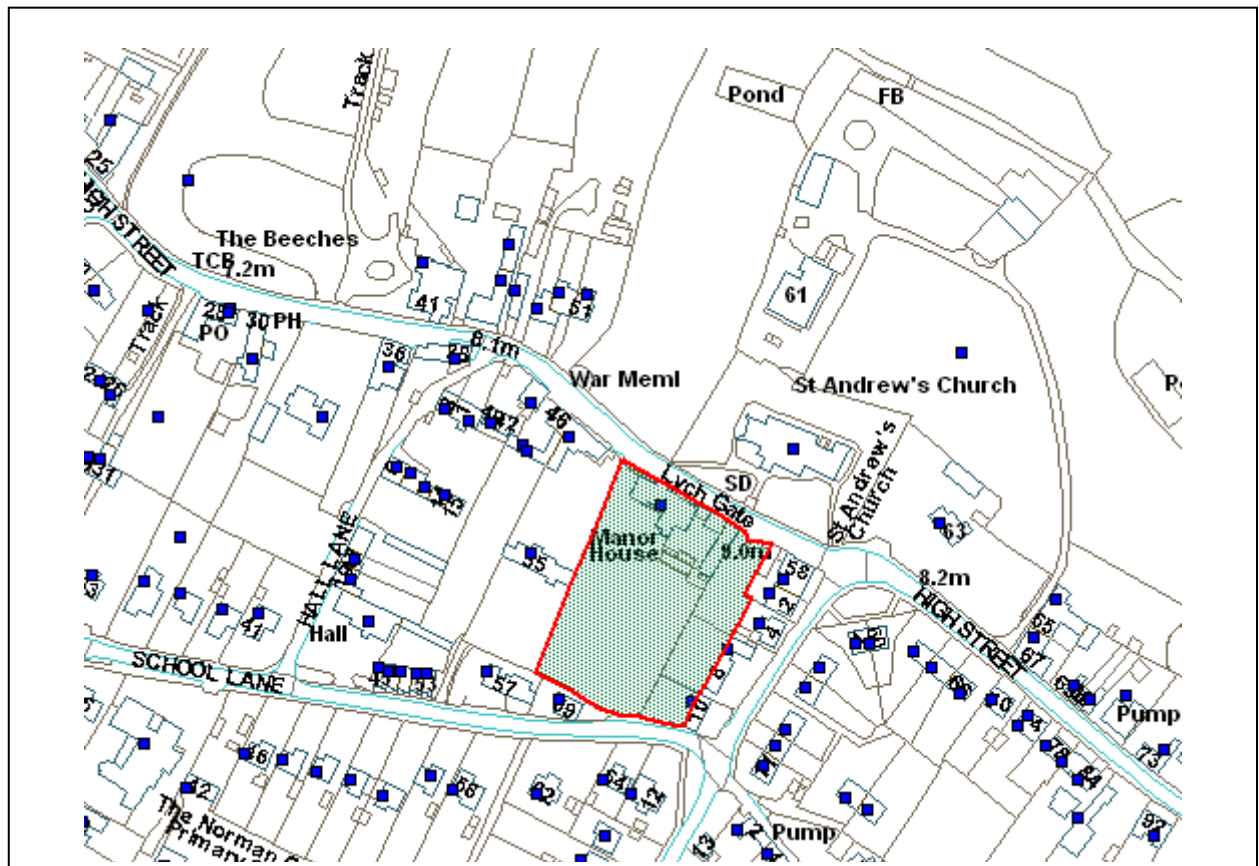
King's Court, Chapel Street
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Fax: (01553) 616652
DX 57825 KING'S LYNN
Website: www.west-norfolk.gov.uk

Borough Council of
**King's Lynn &
West Norfolk**



A Plan showing site at: The Manor House 52 High Street Northwold

Ref: 10/00244/UNTIDY	Grid Ref: 575536 296945
Date:	Scale:



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