

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



CONTRACT STANDING ORDERS

Under Section 135, Local Government Act 1972

November 2019

Contents

Purpose and Scope	3
Securing Competition	4
Estimating Contract Values	4
Demonstrating Value for Money	4
Officer Responsibilities	4
Transfer of Undertakings (Protection of Employment)	5
Advertising	6
Framework Agreements	6
Concessions Contracts	7
Disposals	7
Inviting Tenders	8
Pre-Selection and Short-listing	9
Request For Quotation	9
Invitation to Tender	9
Specifications	10
Submission of Tenders	11
Evaluation, Post-Tender Negotiations and Contract Award	11
Exemptions	12
Further Advice and Officer Responsibilities	13
Appendix 1: Definitions	14
Appendix 2: Tender Processes	17
Appendix 3: Presentations and Interviews as part of the selection process	21
Appendix 4: Insurances	22
Appendix 5: Contract and other formalities	24
Appendix 6: Contract Management, Monitoring and Evaluation	26
Appendix 7: Land and Property Transactions	27
Appendix 8: Exemption Form	29
Appendix 9: Social Value Form	30
Appendix 10: Officer Roles and Responsibilities	31
Appendix 11: Safeguarding Policies	35
Appendix 12: Equality in Procurement	38
Appendix 13: DPIA Screening Tool	42
Appendix 14: Template RFQ	44

Purpose and Scope

1. The Council is required by Section 135 of the Local Government Act 1972 to make standing orders in respect of contracts for the supply of goods and services or for the execution of works.
2. This Act requires that these Contract Standing Orders (CSO):-
 - a) **secure competition**; and
 - b) regulate the manner in which **tenders** are invited.
3. In addition, the Act allows for exemptions to these CSO.
4. Over and above the Act's requirements, these CSO incorporate Council standards for contracting conduct, specifically:-
 - a) that all contracts be able to demonstrate **value for money**;
 - b) requisite **behaviours** are shown in terms of integrity, fairness and exposure to risk; and
 - c) contracts support Corporate and Service **aims and policies**.
5. CSO apply to all contracts awarded by the Council or any wholly owned subsidiary companies for works, services and supplies irrespective of the source of funding. They equally apply to contracts awarded by any person, firm or body on behalf of the Council. Exceptions are those listed in 6 below.
6. CSO 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.
 - (c) artistic works or performances
7. These CSO are part of the Council's Constitution and must be complied with together with the Council's Financial Regulations. They should be read in conjunction with the Council's Procurement Strategy. They take precedence over the delegated powers of Members and Officers. **Non-compliance may result in disciplinary action.**

Securing Competition

Estimating Contract Values

8. Before advertising any contract, an Officer with appropriate budgetary authority must estimate its value. The value estimated will determine the appropriate procurement route to use whether this be under these CSO or EU Directives / Public Contracts Regulations.
9. The estimated contract value must not be calculated in a way that is designed to avoid exceeding threshold values whether these are CSO or EU thresholds.
10. Accurate estimation of the contract value is vital to obtaining competition as many Suppliers query the viability of overly low estimations.
11. For the purpose of these CSO, the value of a contract is the expected amount of money that will be received by the contracted person or organisation over the life of the contract and must take into account similar purchases from different Service areas across the Council. Where some of the funding is provided by another organisation, this funding must also be taken into account when estimating the contract value.

Demonstrating Value for Money

12. Every procurement process and contract must be designed to achieve Best Value for the Council.
13. In these CSO, Best Value means the optimum combination of whole-life costs and benefits to meet the Council's requirement. This should be illustrated in the split between price and quality evaluation criteria.
14. Before undertaking a new procurement process or awarding a new contract the appropriate Officer of the Senior Management Team or Lead Officer must establish whether the Council's requirement can be met through any existing contract, and ensure that the estimated value can be met from the appropriate budget (capital or revenue).

Officer Responsibilities

15. Before beginning a contract-letting process, the Officer **must**:
 - (a) appraise the need for the expenditure and its priority;
 - (b) ensure there is budgetary provision for the contract;
 - (c) define the objectives of the contract;
 - (d) identify whether there is an existing Framework Agreement that can be used;
 - (e) assess the risks associated with the contract and how to manage them;
 - (f) for contracts including design or architectural services, ensure compliance with CDM Regulations;
 - (g) in conjunction with the Corporate Procurement Unit select the most appropriate procurement method that is most likely to achieve the Council's objectives. This may include considering whether the procurement can be provided by the Council's own staff and resources although value for money considerations will still apply;
 - (h) consult users as appropriate about the proposed procurement method,

- contract standards, and also performance and user satisfaction monitoring;
- (i) consider the whole-life costs of the contract;
 - (j) ensure that evidence that the above has been undertaken is available to either the Monitoring Officer or auditors upon request.
 - (k) Where the contract contains an element of ICT, consult with the ICT Manager to determine whether the requirement is compatible with our current systems in place.
 - (l) Where the contract is for the provision of services and the value is above EU thresholds complete the Social Value Form (Appendix 9) and include its considerations in the procurement planning.
 - (m) Where the contract is for services or works, complete the Safeguarding Risk Assessment (Appendix 11) and take the appropriate action.
 - (n) For any type of contract, complete the Equality in Procurement Pro Forma (Appendix 12).
 - (o) For any contract that could potentially involve risks of data protection, complete a Data Protection Impact Assessment (DPIA) Screening Tool (Appendix 13).

Transfer of Undertakings (Protection of Employment) Regulations 2006

16. The Transfer of Undertakings (Protection of Employment) Regulations 2006, commonly known as the TUPE Regulations, should be presumed to apply in any procurement process involving the contracting out of a service area with a discrete budget and staff assigned to it. For the avoidance of doubt this will include any UK Legislation transcribing TUPE or equivalent into domestic legislation. The exception to this is if there are genuine exceptional reasons for TUPE not to apply. These could be where:
- A contract is for the provision of both goods and services, but the provision of services is ancillary in purpose to the provision of the goods.
 - The matter being contracted is essentially new or a one off project.
 - Services or goods are essentially a commodity bought “off the shelf” and no grouping of staff is specifically and permanently assigned to a common task.
 - The features of the service or function subject to the contracting exercise are significantly different from the features of the function previously performed within the Council, or by an existing supplier such as a function to be delivered electronically and in a way that requires radically different skills, experience and equipment.
17. Where appropriate Invitations to Tender must state that staff will transfer pursuant to TUPE and sufficient information should be provided to enable potential suppliers to cost the effect of TUPE applying and staff transferring to them. Human Resources will deal with the provision of the appropriate information as necessary. Advice on the applicability of TUPE and the clauses to be inserted in Invitations to Tender and contracts should be sought in the first instance from the Chief Financial Officer or the Council’s Legal Officers.
18. TUPE should also be presumed to apply to a procurement process when an external contract is to be re-let where there are staff involved. Invitations to Tender should state that staff are to transfer pursuant to TUPE and information relating to pay, bonus payments, allowances, holiday entitlement and pension details should be obtained from the incumbent supplier to enable potential suppliers to cost the effect of staff transferring to them.

Advertising

19. Where the total value of the contract is less than £25,000 the Officer may identify potential Candidates using the most cost-effective and reasonable methods. This may include referring to advertising, catalogues, business directories, internet searches, proven track records, advice from Procurement etc.
20. Unless selecting candidates from a Framework Agreement, all contracts over £25,000 must be notified to the Corporate Procurement Unit to be published on the Council's eProcurement portal (Delta) and will then be advertised on Contracts Finder and on the Council's web-site.
21. Where the total value of the contract is greater than £25,000 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.
22. For all contracts for more than £25,000, Officers must allow at least four weeks from the date of advertising until the deadline for the submission of tenders, or Standard Selection Questionnaires (SSQ) when the Restricted Procedure is used. If the contract value is over the relevant EU Threshold the EU regulation time limits apply as a minimum.
23. Guidance on the requirements for advertising in the OJEU are available from the Corporate Procurement Unit. Whenever a Contract Notice is placed in the OJEU, the information to be provided in any other publication must not exceed that placed in the OJEU. Under the Public Contracts Regulations 2015, when a Contract Notice is to be placed in the OJEU, no other advert may be placed until at least 48 hours after the despatch of the OJEU Notice. Provided the tender is managed via Delta this requirement will be managed automatically. ***N.B. if the UK leaves the EU it is expected that the OJEU advertising requirement will be replaced by a new UK national tender portal to be called National Tender Service (NTS).***

Framework Agreements

24. 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. The purpose of a framework is to provide a degree of flexibility and to avoid the need for repeated tenders of a similar nature.
25. 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.
26. The Corporate Procurement Unit maintains a central record of internal 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.
27. Contracts based on existing Framework Agreements may be awarded by either:
 - 27.1. 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

- 27.2. where the terms laid down in the Agreement are not sufficiently precise or complete for the particular call-off, by holding a further competition in accordance with the following procedure:-
- 27.2.1. inviting all those suppliers within the Agreement that are capable of undertaking the requirements of the contract to submit written quotations;
 - 27.2.2. 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;
 - 27.2.3. 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.
28. Frameworks established by a Public Buying Organisation (PBO), such as ESPO or the Crown Commercial Service (CCS), are considered as a legitimate procurement route. Indeed, any framework established by a compliant tender procedure, which specified in the relevant OJEU Contract Notice that the framework would be open to our authority or a group of authorities of which we are a part, is a compliant procurement route.
29. To enable the PBO that established the framework to monitor its use, as they are required to do under Public Contracts Regulations, it is essential that we notify the “owner” of an external framework when we intend to use it. Some PBOs will require us to sign an Access Agreement prior to using their framework agreement.
30. Further Competitions conducted through Framework Agreements should be managed by the Corporate Procurement Unit using the Quick Call section of Delta.

Concession Contracts

31. In some instances it may be appropriate for the type of contractual agreement to be a concession. This is where the company we are contracting with are permitted to run and exploit the works or services that they are asked to carry out, therefore reducing both the Council’s costs and risks. An example of this is having a company host a Local Lottery on behalf of the Council.
32. The Procurement threshold for a concessionary contract to be openly advertised under the Concessions Contracts Regulations 2016 is £4,733,252 as from the 1st of January 2020. If the requirement is under this threshold it is still advisable for the Client Officer to approach multiple companies in the hope of achieving the best value possible.

Disposals

33. 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.

Inviting Tenders

34. 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. At any time, Portfolio Holders may oversee and scrutinise any part of the quotation or tender process. The numbers stated are the minimum requirement. Lower value contracts may be advertised when the Officer has difficulty finding enough suitable Contractors.

Total Value	Advertising Process	Award Procedure
Up to £5,000	At least one written or electronic quotation. If price is obtained by a catalogue or website, evidence of this price must be recorded and retained.	Officer and, if desired, the relevant Executive Director.
£5,000.01-£25,000	At least three written or electronic quotations against a formal specification (see Request For Quotations below)	Officer and, if desired, the relevant Executive Director. Quotes are to be approved by the Procurement Team, before award the Procurement Team may request for additional Quotes
£25,000.01-£100,000	Tender conducted via Delta and advertised on both the Council's web site and on Contracts Finder.	Opened on Delta with an Officer with appropriate authority within the register of officer financial authorisation levels, the relevant Executive Director or a nominated deputy and evaluate together with a member of the Procurement Team.
Above £100,000	Contract advertised as above.	Opened on Delta with the Monitoring Officer or nominated Deputy present and evaluated by the Officer and appropriate Executive Director together with the Procurement Team.
Above EU Threshold	Contract advertised as above and a Contract Notice placed in OJEU.	Opened on Delta with the Monitoring Officer or nominated Deputy present and evaluated by the Officer and appropriate Executive Director together with the Procurement Team.

35. 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.

36. 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.

Pre-Selection or Short-listing

37. The use of Pre-Qualification Questionnaires is now prohibited. They have been replaced by the SSQ which is a standardised Government document in order to reduce red tape for SMEs. In most cases, the "Open" Tender procedure must be used to encourage fair and healthy competition.

Request For Quotation

38. The Request For Quotation (RFQ) must state that the Council is not bound to accept any quotation.
39. The RFQ must include the criteria that will be used for the evaluation of quotations and for making the contract award decision. In some cases the criteria will be a mix of price and quality factors. Whenever possible whole life costs of the contract should be evaluated rather than simply any initial capital outlay. Quality criteria must be as objective as possible and the RFQ must be clear about how each criterion will be measured.
40. The RFQ must include a specification as per CSO 49 – 52.
41. All candidates invited to quote must be issued with the same information at the same time and subject to the same conditions.
42. The RFQ must include a Quotation Response Form and a deadline must be provided for the completed form and other tender details to be returned by email to the Officer (A Template RFQ is provided at Appendix 14).

Invitation to Tender

43. The Invitation to Tender (ITT) must state that the Council is not bound to accept any tender.
44. The ITT must include the criteria that will be used for the evaluation of tenders and for making the contract award decision. In most cases the criteria will be a mix of price and quality factors. Whenever possible whole life costs of the contract should be evaluated rather than simply any initial capital outlay. Quality criteria must be as objective as possible and the ITT must be clear about how each criterion will be measured. Unless there is a fixed budget / price for the contract, price must account for a minimum of 30% of the evaluation. On services or works contracts the price criterion **should not** account for more than 70% of the evaluation.
45. The ITT must include a specification as per CSO 49 – 52.
46. All candidates invited to tender must be issued with the same information at the same time and subject to the same conditions. The ITT must provide a contact point for site visits where appropriate and care must be taken during any site visits or other direct contact with candidates to ensure that no information is provided verbally that is not provided to all candidates. All queries must be submitted through the Delta Message

Centre to allow the Procurement Team to liaise with client departments to provide suitable responses and then distribute those responses to all interested parties simultaneously.

47. The ITT must provide details of how to submit their Tender Responses via Delta. Any other type of Tender submission will be treated as invalid.

48. The ITT shall include the following:-

For all formal quotations over £5,000, candidates must sign the Non-Collusion/ Prevention of Corruption Certificate (As found in Appendix 14 – Page 50)	
Contracts between £25,000 and £100,000	Contracts over £100,000
Must state the award criteria in objective terms, in descending order of importance and, provide precise weightings.	Must state the award criteria in objective terms, in descending order of importance and, provide precise weightings.
Must include a Tender Response Form, and a Non-Collusion/ Prevention of Corruption Certificate.	Must include a Tender Response Form, and a Non-Collusion/ Prevention of Corruption Certificate.
Must include a warning regarding the Freedom of Information Act.	Must include a warning regarding the Freedom of Information Act.
Must either include the 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.	Must include the contract terms, or state that an industry standard contract such as JCT for building works, will be used.
Must include a warning that the Council will publish details of all payments over £500 and all contracts or purchase orders over £5,000 on its website.	Must include a warning that the Council will publish details of all payments over £500 and all contracts or purchase orders over £5,000 on its website.

Specifications

49. The specification must be fully prepared before the contract opportunity is advertised on Delta and appropriate technical advice must be obtained, when necessary, to ensure that the specification is clear and unambiguous.

50. A specification's purpose is to present prospective suppliers with an accurate and full description of the Council's needs and enable them to submit a tender that satisfies the Council's requirements. If a specification is unclear it can cause numerous queries to be raised during the tender process which can lead to the tender deadline having to be extended.

51. The requirements in the specification subsequently become incorporated in the contract with the successful supplier.

52. Specifications must not be discriminatory; distort potential competition or consist of non-commercial matters. Specific products, sources or processes must not be specified unless, below EU Thresholds and with agreement from the relevant Executive Director, it is deemed to be advantageous to do so in order to satisfy the Council's needs. Wherever appropriate, a non-discriminatory quality standard should be specified.

Submission of Tenders

53. There is a proscribed procedure for the submission, receipt and opening of tenders which can be found in Appendix 2 and which must be followed at all times.

Evaluation, Post-tender Negotiations and Contract Award

54. Appendix 2 also describes the procedure to be followed for evaluation of tenders, post-tender negotiations and contract award.

Exemptions

55. Exemptions from these Standing Orders are provided for in the Constitution. An exemption allows a contract to be placed by direct negotiation with one or more suppliers. Exemptions may be granted if they fall within one of the following categories:-
- 55.1. The work to be executed or the goods or services to be supplied constitute the first valid extension of an existing contract, which has been procured through a compliant tender exercise, provided that such an extension has received the necessary budget approval and does not exceed the value of the original contract or the next value threshold. Contracts must not be extended where the total value will exceed the EU Threshold unless originally tendered via an EU procedure and allowed for in the scope published in the original OJEU Contract Notice;
 - 55.2. The work to be executed or the goods or services to be supplied consist of repairs to, or parts for, existing proprietary machinery, where such repairs or parts are specific to that machinery OR upgrades to existing software packages;
 - 55.3. Works, supplies or services are urgently needed for the immediate protection of life or property, or to maintain the immediate functioning of a public service for which the Council is responsible. In such cases the contract must only last as long as is reasonably necessary to deal with the specific emergency;
 - 55.4. The Executive Director decides that special circumstances make it appropriate and beneficial to negotiate with a single firm or that a single tender be invited. This will include occasions when it can be established that there is only a single source available or where the Executive Director or his/her designate can demonstrate that best value for the Authority can be better achieved by not tendering.
 - 55.5. Legal services
56. Exemptions under these CSO **cannot** be granted if the EU Procedure applies. However, if you consider that there are legitimate reasons to defer a tender that is over the EU threshold then guidance must be obtained from the Monitoring Officer.
57. All exemptions, and the reasons for them, must be recorded using the form in Appendix 8. Exemptions shall be signed by the Officer's Executive Director and approved in writing by a Procurement Officer and by the Monitoring Officer.
58. The Monitoring Officer has the power to make technical amendments from time to time to make these CSO consistent with legal requirements, changes in Council structures and personnel and best practice, after consulting the Section 151 Officer, the Internal Audit Manager and the Corporate Procurement Unit.

Further Advice and Officer Responsibilities:

59. FURTHER ADVICE

Monitoring Officer:	Emma Duncan	01553 616270
Corporate Health & Safety Team:	Vicki Hopps	01553 616307
	Danielle Barrett	01553 616408
	Philippa Smith	01553 616333

CorporateHealthandSafety@West-Norfolk.gov.uk

Procurement Officers:	Tony Hague	01553 616791
	Allen Scholes	01553 616248
	James Hawes (Trainee)	01553 616538

procurementtenders@west-norfolk.gov.uk

60. OFFICER RESPONSIBILITIES

60.1. Officers

- a) The Officer responsible for purchasing or disposal must comply with these CSO, Financial Regulations and with all UK and European Union legal requirements.
- b) The Officer must keep the records demonstrating compliance with 60.1(a) above.
- c) Tender procedures must be conducted in accordance with CSO 34 – 54.
- d) Officers must ensure that agents or Consultants acting on behalf of the Council also comply with the requirements of these CSO. Such agents or Consultants must not make any decision as to whether to award a contract or whom a contract should be awarded to, they must only act in an advisory role when evaluating Tenders.
- e) Officers must take all necessary legal, financial and professional advice, including advice from the Corporate Procurement Unit.
- f) Officers must complete all Pro Formas included within Appendices 9, 11, 12 and 13 (if all are appropriate) before their tender requirement is considered.
- g) Consider whether and, if so, in what form it might be prudent to obtain a formal guarantee or warranty from the contractor.
- h) For contracts between £5,000 and £25,000, obtain approval from the Corporate Procurement Unit before awarding the contract.

60.2. Executive Directors

Executive Directors must:

- (a) ensure that their staff comply with these CSO.
- (b) keep a **register** of:
 - Tenders received for contracts valued between £25,000 and £100,000.
 - Exemptions recorded under Standing Order 55.

60.3. Further details about roles and responsibilities can be found in Appendix 10.

Appendix 1: Definitions

- "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.
- "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:
 - 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 Corporate Procurement Unit) 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
 - any insurance requirements
 - 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
 - The requirement for Contractors to pay Subcontractors within 30 days.
- "Delta" - The Council's eProcurement portal, used for all Tenders and Framework further competitions. All correspondence relating to each Tender or further competition must be sent via Delta so that a complete audit trail is maintained in the system.

- "EU Procedure" - The procedure required by the European Union procurement directives where the total value exceeds the EU Threshold. There are essentially five main means of seeking tenders using the EU Procedure: Open; Restricted; Competitive Procedure with Negotiation; Competitive Dialogue and Innovation Partnership. Guidance as to the different time-scales and procedures involved should be obtained from the Corporate Procurement Unit. If the UK leaves the EU it is expected that EU procedures will be replaced by very similar Government Procurement Agreement (GPA) and/or World Trade Organisation (WTO) rules.
- "EU Threshold" - The contract values at which European Union public procurement directives must be applied are currently £189,330 for the supply of goods or services and £4,733,252 for works contracts (NB figures are from 1 January 2020 and normally change every two years). If in doubt as to which threshold is appropriate or for more up to date thresholds, consult the Corporate Procurement Unit or the Monitoring Officer.
- "Irregular Tender" - A tender that is submitted in a manner that does not comply with the requirements specified in the ITT.
- "Monitoring Officer" - The designated Monitoring Officer, as defined in the Constitution. Currently the Legal Services Manager.
- "Non-Commercial Considerations":
- (a) any involvement of the business activities or interests of contractors with irrelevant fields of Government policy;
 - (b) 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");
 - (c) 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;
 - (d) any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees;
 - (e) financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support;
 - (f) use or non-use by contractors of any technical or professional services provided by the Authority.
- "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.
- "OJEU" - An abbreviation of the Official Journal of the European Union which is the advertising medium for the EU. Advertisements, or "Contract Notices" are placed in the publication each day, including weekends. In addition Contract Award Notices are published to inform interested parties of the details of the contract's award. If the UK leaves the EU, it is expected that OJEU will be replaced by a new national tender portal.

- "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.
- "Preferred Bidder" - A participant in a tender exercise that comes top in the initial evaluation of the tenders. Further clarification of tender details or checks on the candidate's financial, health & safety or insurance position may be necessary prior to a contract award decision being confirmed.
- "Public Buying Organisations" - Network of public sector organisations that collectively procure framework agreements for the procurement of goods or services. For example, Network of public sector organisations, Eastern Collective Purchasing Organisation, Central Buying Consortium of goods and services, East of England Organisation for the Supply of Goods, East of England Single Purchasing Organisation, Central Buying, the Public Buying Organisation, Purchasing Organisation, etc. 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.
- "Quotation" - A written quotation of price and any other relevant matter for contracts valued at less than £25,000. 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
- "Restricted Procedure" - Candidates responding to the advertisement are invited to complete and submit a Standard Selection Questionnaire and a "restricted" short-list is then created based on the evaluation of the questionnaire responses.
- "Section151 Officer" - The designated Chief Finance Officer with legal responsibility for the Council's finances and providing financial advice to the Council.
- "Tender Record Book" - The log kept by the Monitoring Officer to record details of tenders over £100,000.

Appendix 2: Tender Processes

SUBMISSION, RECEIPT AND OPENING OF TENDERS

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, therefore please bear this in mind when preparing the tender documentation. The EU Regulations lay down specific time periods depending upon which EU Procedure is used. If in doubt, consult the Corporate Procurement Unit. All candidates must be advised of the deadline date and time. This must be the same for all candidates for a contract.
2. All Tenders for any contract must be submitted via Delta. Any that are not submitted in this manner will be deemed as Irregular Tenders.
3. 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 Standing Orders 47 and 48. 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, or Legal Services' Tender Record Book or as appropriate for the contract
4. No tender shall be opened until after the date and time appointed for the receipt of tenders for the proposed contract. Tenders must be opened at the same time, in the presence of at least two officers.
 - 4.1. For tenders up to £100,000 the two officers must be designated for the purpose by the Executive Director responsible for the contract to which the tender relates.
 - 4.2. For tenders over £100,000 the opening must be witnessed by the Executive Director responsible for the contract, to which the tender relates, and the Monitoring Officer or their nominated deputies.
5. 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.
6. Immediately upon the opening of tenders up to £100,000:
 - 6.1. 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;
 - 6.2. 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;
7. Immediately upon the opening of tenders over £100,000:
 - 7.1. 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;
 - 7.2. The relevant page in the Tender Record Book will be ruled off below the last tender entered and the page signed by the two officers and countersigned by the relevant

Portfolio Holder, whenever the Portfolio Holder is present at the tender opening.

8. 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 via the Delta Message Centre 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.
9. 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 paragraph 10 below).

CLARIFICATION PROCEDURES

10. 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.

EVALUATION, POST-TENDER NEGOTIATIONS AND CONTRACT AWARD

Evaluations

11. 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.
12. 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 or his nominated deputy. When required by the Council's Constitution, the relevant Portfolio Holder must be involved in the award decision.
13. If a presentation or interview is to be part of the evaluation process then the guidelines found in Appendix 3 should be followed.

Post-Tender Negotiations

14. 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, in writing (email), of the Monitoring Officer.

15. 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.
16. Post-tender negotiations must be conducted by a Procurement Officer, together with a representative nominated by the Executive Director responsible for the contract area.
17. 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.
18. Post-tender negotiation must only be conducted in accordance with the guidance set out in paragraphs 14 – 17 above.

Contract Award

19. All candidates must be notified simultaneously, and as soon as possible, of any contracting decision. For contracts where the total value exceeds £25,000:
 - 19.1. The notification must be in writing, via the Delta Message Centre
 - 19.2. In all cases the following information should be given to unsuccessful candidates:
 - 19.2.1. their overall score
 - 19.2.2. the name and overall score of the successful candidate
 - 19.2.3. the approximate value of the contract
 - 19.2.4. their score for the individual criteria used in the evaluation
 - 19.2.5. the score of the successful candidate for the individual criteria used in the evaluation
 - 19.2.6. the reasons for the individual scores
 - 19.3. It is good practice to provide Suppliers with the information in 19.2 above in all cases regardless of contract value.
 - 19.4. Unless authorised by the Monitoring Officer, no further information should be given to unsuccessful candidates.
20. 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.

Retention of Documents

21. Where the Total Value is below EU Thresholds, the following documents must be kept (these documents may be stored in electronic format):-
 - 21.1. any relevant Exemption Forms;
 - 21.2. a copy of the advertisements placed on the Council's website and on "Contracts Finder";
 - 21.3. the Request for Quotation or Invitation to Tender, including the Specification and the Award Criteria;
 - 21.4. all quotations or tenders received;
 - 21.5. details of the evaluation of the quotations or tenders, demonstrating reasons if the lowest price is not accepted;
 - 21.6. minutes of any clarification or post-tender negotiation meetings;
 - 21.7. written records of communications with the successful contractor or an electronic record if a written record of the transaction would not normally be produced.
 - 21.8. A copy of the Contract Award Notice, if openly advertised.

22. Where the Total Value exceeds EU Thresholds the following documents must be kept, in addition to those listed in paragraph 21 above: -
- 22.1. a copy of the OJEU Contract Notice;
 - 22.2. a copy of the Social Value Form (for services contracts)
 - 22.3. a copy of the OJEU Contract Award Notice
23. Records required must be kept in accordance with the Council's Retention Policy.

Appendix 3: Presentations and Interviews as Part of the Selection Process

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. Ordinarily a presentation stage should be explained in the ITT.
- (b) 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. The ITT must clearly state whether the presentation will account for a defined part of the evaluation scoring by itself or, whether information from the presentation may be used to modify initial scoring based solely on the written tender.
- (c) All candidates must be given **at least** a week's notice if they will be required to interview so please bear this in mind when timetabling your Tender requirement.
- (d) 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. Careful consideration of the questions, and who is to put them to the Candidates involved is required.
- (e) Normally, at least two candidates should be invited to make presentations or attend interviews. If after the initial evaluation of tenders, it is decided not to interview some of the candidates, the unsuccessful candidates must be notified at the same time that those selected are invited.
- (f) They must be held before the contract is awarded.

Appendix 4: Insurances

Introduction

1. This Appendix gives guidance to staff when requesting insurance details in the SSQ.

The risks involved in a contract

2. 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

3. For Public Liability, the normal insurance that is required is £5m but contractors sometimes ask if a lower level is acceptable.
4. For Employer's liability it is a legal requirement for Contractors to have cover of £5m and a higher level of insurance should be considered for large contracts.
5. £10m may be required for larger projects such as major construction works.

6. Professional Indemnity cover should be requested from Architects or other Consultants providing professional advice or Contractors responsible for any element of design.
7. 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

8. 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.
9. The Executive Director and the Accountant will consider:
 - 9.1. Whether the proposed value of cover is appropriate
 - 9.2. The insurance is valid for the dates of the contract
 - 9.3. Any exclusions from the policy that might cause concern are considered
10. In the event of any dispute on the level of insurance to be taken, the final decision will rest with the Section 151 Officer.
11. 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. SSQ, draft/specimen contracts) is consistent and refers to the agreed limit, as this may affect the prices included within the contract.

Appendix 5: Contract and Other Formalities

CONTRACT DOCUMENTS

1. Every purchase 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.
2. Procedural and legal advice of the Monitoring Officer must be sought for the following contracts:
 - (a) those involving leasing arrangements;
 - (b) those which are complex in any other way;
 - (c) when it is proposed to use the supplier's own terms or conditions.

Contract formalities

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 1 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 below

4. 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:-
 - 4.1. 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;
 - 4.2. Where relevant or required for the contract, the Monitoring Officer has received a Parent Company Guarantee or Performance Bond and Deed of Warranties in a form approved by the Monitoring Officer;
 - 4.3. The Monitoring Officer has received proof that the contractor has the necessary insurance cover;
 - 4.4. The Officer has obtained approval of the Contractor's Health and Safety Policy & Procedures from the Council's Corporate Health & Safety Team.
 - 4.5. Note: A Preferred Bidder 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.

Signature

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

Sealing

- 4.7. Where contracts are completed by the Council adding their formal seal, the fixing of the 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:

- 4.7.1. the Council may wish to enforce the contract more than six years after its end; or
- 4.7.2. the total value exceeds £100,000; or
- 4.7.3. the Monitoring Officer or Procurement Team requires that the contract needs to be sealed, where the amount is less than £100,000.

PERFORMANCE BONDS AND PARENT COMPANY GUARANTEES

- 4.8. The Officer must consult with the Section 151 Officer and the Monitoring Officer in respect of all tenders where the total value exceeds £1,000,000 as to whether a Performance Bond and/ or Parent Company Guarantee or other similar security is required.
- 4.9. A record must be kept of the decision made after the consultation referred to in 4.8 above.

PREVENTION OF CORRUPTION

- 4.10. The Officer must comply with the 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.
- 4.10.1. High standards of conduct are obligatory. Corrupt behaviour will lead to dismissal or removal from office and is a criminal offence.
 - 4.10.2. If any Officer or elected Member of the Council, who is involved in any way with a procurement process, has an interest themselves or has a close family member who has an interest in a candidate for the Contract which is the subject of that procurement they must declare the interest in writing to the relevant Executive Director.
 - 4.10.3. 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.
 - 4.10.4. 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.
- 4.11. 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, which can be found in Appendix 13.
- 4.12. The Non-Collusion and Prevention of Corruption Certificate must be appended to any formal contract and form part of the "contract documents".

Appendix 6: Contract Management, Monitoring and Evaluation

1. During the life of the contract the designated Officer must actively manage and monitor the contract/ contractor in respect of:
 - 1.1. performance
 - 1.2. compliance with the Specification and contract
 - 1.3. cost
 - 1.4. any requirements to improve Value for Money
 - 1.5. user satisfaction
 - 1.6. risk management including up to date site specific RAMS and insurance details
 - 1.7. and in accordance with any corporate guidance.
2. Where the total value of the contract exceeds £100,000 the designated Officer must produce a written Contract Management Plan covering, as a minimum, routine information flows between the Council and the Contractor, the frequency of operational and formal review meetings and the attendees for those meetings, Key Performance Indicators (KPIs) and the target levels for those KPIs.
3. Minutes should be kept of all contract review meetings along with a report of recent KPI levels. Particular attention should be given to any failure to fulfil the specification and, where default procedures are provided in the contract these should be used to encourage prompt rectification of service or quality failures.
4. In the case of long-term contracts the Officer must manage contract development. This may be changes to service requirements, working with the contractor to reduce costs or improve value for money or other amendments.
5. Where the total value of the contract exceeds £250,000, the Officer must make a written report evaluating the extent to which the purchasing need and the contract objectives were met by the contract and the contracting processes (including the application of these CSO). 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.
6. 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. Consideration should be given to necessary changes to the specification for the next contract and possible changes to the contract award criteria.
7. The Officer should aim, where practicable, to ensure that payments made by the principal contractor to sub-contractors are made on time. (NB It is a legal requirement that all Council contracts include a clause requiring sub-contractors to be paid within 30 days).

Appendix 7: Land and Property Transactions

1. This applies to acquisitions and disposals of property and land and to leases for a fixed term of more than seven years.
 - 1.1. 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.
 - 1.2. All valuations prepared for the purpose of a transaction must be accompanied by evidence of the values of comparable properties in the locality.

Acquisitions

2. No freehold or leasehold interest in land may be negotiated or acquired until an Officer with delegated powers as defined in the Council's Scheme of Delegation has obtained:
 - 2.1. A description of the property or land;
 - 2.2. Any information which may affect the value of the property or land including, where appropriate, reports of structural or potential contamination;
 - 2.3. The proposed purchase price or rent level, supported by any relevant evidence of comparable transactions;
 - 2.4. Any other terms and conditions.

Disposals

3. Except as provided under paragraph 4 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:
 - 3.1. an inspection report describing the property or land and its physical characteristics and development constraints;
 - 3.2. a report on title by the Monitoring Officer;
 - 3.3. 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;
 - 3.4. an assessment of the potential for the use of the site or property by the Council;
 - 3.5. an assessment of the development potential of the property or land by the appropriate Council Planning Officer;
 - 3.6. 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;
 - 3.7. recommendations on the following:

- 3.7.1.issues that need to be resolved before marketing the property or land can proceed;
 - 3.7.2.the method of disposal;
 - 3.7.3.the title to be transferred;
 - 3.7.4.the price the Council must receive along with the "asking" and "reserve price";
 - 3.7.5.whether legal and other costs must be recovered from the prospective purchaser and if so an estimate of their amount;
 - 3.7.6.the appointment of external advisers or agents;
 - 3.7.7.whether negotiations must proceed with a special purchaser.
4. These requirements shall not apply to the letting of the Council's industrial or commercial property or other short-term letting.
5. All disposals of property or land owned or leased by the Council shall be by one of the following methods:
 - 5.1. Private Treaty
 - 5.2. Public Auction
 - 5.3. Formal Tender
6. 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 CSO continue to apply.

Appendix 8: Exemption Form

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

Contract name/ description:	
Name of Contractor:	
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 55 apply) :	
Signed _____ Executive Director	
Approved: _____ Procurement Officer Date:	Approved: _____ Monitoring Officer Date:

Appendix 9: Social Value Form

Public Services (Social Value) Act 2012

Procurement of

How could the services above contribute to improvements in the following aspects of the Council's area?	What action is necessary to encourage or achieve these outcomes?
Economic well-being?	
Social well-being?	
Environmental well-being?	
How could the procurement of this contract contribute to improvements in the following aspects of the Council's area?	What action is necessary to encourage or achieve these outcomes?
Economic well-being?	
Social well-being?	
Environmental well-being?	

Signed Date Officer's Name

In order to comply with the Act, the Officer responsible for the procurement must complete this form and retain it in the contract file. The Officer must also ensure that the actions listed are included in the procurement process.

Appendix 10: Officer Roles and Responsibilities

1. All Officers

All Officers involved in procurement and contract management activities are required to familiarise themselves with, and adhere to, the Council's CSO and financial regulations, ensuring that at all times:

- Public money is spent in a way that achieves value for money
- Procedures are followed consistently with the highest standards of integrity
- There is fairness, openness and transparency in the award of contracts
- All legal requirements are adhered to
- Non-commercial considerations do not influence any contracting decisions
- Decisions support the Council's corporate and service aims and policies
- Decisions comply with financial regulations, the Council's Procurement Strategy, health and safety requirements and competition requirements
- It can be demonstrated that the Council's interests have not been prejudiced nor exposed to unnecessary/unacceptable risks
- Comprehensive records are maintained
- Information is supplied to Procurement to enable compliance with Government transparency requirements
- Supplier entry requirements aren't too restrictive

All to attend the 'Introduction to Effective Procurement' course.

2. Procurement Team

Role:

The role of the Procurement Team is to provide a central contact/advice service to all Council Officers undertaking procurement activities. The team will provide professional advice and guidance, and practical assistance, on all aspects of the procurement process, in particular ensuring adherence to the CSO for contracts of a value in excess of £25k and to approve quotations between £5k and £25k obtained by the Client Department Officers. The role of the Procurement Officers is to provide a support service to Clients.

Key Responsibilities:

- **To provide advice on CSO and their application to varying scenarios presented by Clients. To include advice/guidance on the correct approach to be followed based on the value of the contract to be awarded, and on the type of contract that can be awarded in different situations.**
- **To assist the Client in producing documentation required during the procurement process (such as SSQs (if appropriate), ITTs, evaluation spreadsheets)**
- **To ensure that the requirements of CSO and EU tendering legislation is adhered to**
- **To determine whether the contract should be centrally managed by the Procurement Team.**

General Responsibilities:

- To ensure that the relevant departments are aware of any proposed tenders i.e. ICT
- To assist the Client with writing the specification for the product/service to be procured
- To work with the Client to determine the award criteria for the contract and appropriate weightings of each criterion.

- To place adverts/contract notices on Delta, the Council's web-site and Contracts Finder or OJEU (as appropriate)
- To send Delta links to relevant suppliers who may be interested in advertised opportunities.
- To receive and respond to queries from potential suppliers and Candidates via Delta, agreeing responses with client departments
- Assist with SSQ evaluations (when requested)
- To undertake the financial evaluation of SSQs
- To follow up references (as required)
- To organise tender opening, inviting the Monitoring Officer and Portfolio Holder for any contracts over £100k
- To support the Client Officer with other aspects of tender evaluation as may be required
- To organise, attend and produce minutes for, post-tender interviews/negotiations
- To notify successful and unsuccessful Candidates of the outcome of the tender exercise
- To pass relevant documentation to Legal Services to enable contracts to be drafted
- To ensure all post tender procedures are fully complied with (e.g. Responding to queries from unsuccessful Candidates)
- To keep records as appropriate within the Procurement Team
- To monitor expenditure on contracts once awarded
- To ensure compliance with framework contracts across the organisation
- For contracts in excess of £100k, to work with Contract Managers in discussions regarding contract variations to ensure CSO are adhered to

All to attend appropriate training courses to keep up to date with Public Contracts Regulations and professional best practice.

3. Client Officer

Role:

The role of the Client is to undertake a range of duties and provide specialist professional/technical knowledge to the procurement process to ensure that the Council achieves the best possible outcome when new service(s)/product(s) are procured. NB. These responsibilities are to be adhered to irrespective of the value of the contract.

Key Responsibilities:

- **To liaise with the Procurement Team as required to ensure all activities undertaken comply with the Council's CSO and financial regulations. To include seeking advice/guidance on the application of these policies as required**
- **To produce the documentation required during the tendering and evaluation process**
- **To undertake a thorough evaluation process together with the Procurement Team to ensure the selection of the best possible solution for the Council's requirements**

General Responsibilities:

For all contracts:

- To alert the Procurement Team at the earliest opportunity when the need for new contracts arise, to allow for sufficient advertisement and evaluation time. Ideally at least 2 months before the requirement.
- If required, to prepare and obtain agreement from the appropriate body for, the business case leading to a decision to procure a particular service/product(s). To include ensuring there is sufficient budgetary provision for the proposed expenditure
- To produce the detailed specification for the service/product(s) to be procured
- To determine the criteria upon which the tenders will be evaluated, with advice from Procurement if required

- To provide Procurement with project specific questions to include in the SSQ (if used) to help restrict competition to suitable contractors only.
- To work with the Procurement Team on the evaluation of SSQs (if it is a two-stage process) and tenders
- To lead selection interviews or a meeting with the preferred supplier (as appropriate)
- To keep an accurate record of decisions made at each stage of the tender process, including the records defined in CSO
- To provide the Procurement Team with response to questions/queries which may be raised by Candidates at any stage of the tender process
- To determine the key performance indicators against which performance of the contract can be monitored
- To develop a working knowledge of existing framework contracts and to liaise with the Procurement Officers to ensure existing contracts are utilised where possible to maximise savings for the Council

For contracts of a value less than £25k:

- To produce the Request for Quotation
- To contact the successful Candidate and award the contract
- To contact unsuccessful Candidates and advise them of the outcome of the process

For contracts of a value in excess of £25k:

- To provide information to the Procurement Team to enable the tender to be advertised
- To liaise with the Procurement Team regarding the production of the invitation to tender
- To assist with tender opening
- To evaluate the tenders received
- To produce a shortlist of Candidates for interview or identify a preferred supplier (as appropriate)
- To determine, in consultation with the Procurement Team, the award of the contract
- To liaise with / advise the Procurement Team on agreed variations to the contract
- To ensure that any and all contract variations have been documented and where necessary the correct authorisation gained.

All to attend the 'Specification Writing and Selection of the Successful Contractor' course

4. Contract Manager

NB. The Contract Manager may or may not be the same person undertaking the 'Client' role.

Role:

The Contract Manager is responsible for the day-to-day management of the contract awarded as the result of a tendering exercise. This involves monitoring performance, providing feedback, developing, and maintaining, an effective relationship with the supplier and ensuring the effective ongoing administration of the contract to ensure the required outputs/outcomes are achieved with maximise benefit for the Council. NB. These responsibilities are to be adhered to irrespective of the value of the contract.

Key Responsibilities:

- **To be responsible for the monitoring and reporting of performance against the contract specification and budget, including maintaining key performance indicators**
- **To co-ordinate and chair regular contract review meetings – at which both past performance (good and bad) will be discussed and future targets may be set, and maintaining records of the discussions held at the meeting**

- **To ensure that the Council continues to achieve best value throughout the term of the contract**
- **To keep Procurement informed of any issues from an early stage, allowing them to escalate if performance fails to improve**

General Responsibilities:

- To work with the Client Officer to obtain a good working knowledge of the contract specification, contract budget and required outputs/outcomes and to ensure a clean handover with the successful Candidate prior to the commencement of the contract
- To allocate sufficient time, particularly at the start of the contract, to manage the contract effectively
- To ensure regular operational meetings/dialogue is held with the contractor
- To identifying, at an early stage, any sub-standard performance and take steps to address this – gaining commitment from the contractor to resolve the problem within an agreed timescale.
- To regularly review any risks identified within the contract, referring any concerns to the Procurement Team
- To lead any discussions regarding potential contract variations, seeking advice from the Procurement Team before any such agreements are made. NB. For contracts where the variation will exceed 20% of the contract value to raise the potential need for contract variations with the Procurement Team at an early stage to ensure their involvement in any subsequent discussions and ensure CSO are adhered to. If not the Client Officer, this officer must ensure that they are authorised to make the types of variations being discussed prior to meeting with the contractor / supplier and keep the client officer updated on what is being agreed.
- To authorise invoices in connection with the provision of services/goods arising from the contract and to raise issues/queries regarding invoices with the contractor
- To develop and maintain effective working relationships with the contractor
- To manage any issues which arise during the performance of the contract, such as changes to requirements, conflicts of interest, dealing with unforeseen events
- To obtain, where relevant/appropriate, feedback from service users to assist with feedback to the contractor
- To work with the contractor, and Procurement Team where appropriate, to develop mutually advantageous continuous improvement opportunities

All to attend the 'Effective Contract Management' course

Appendix 11: Safeguarding Policies

Section 12 of the Council's Safeguarding Policy covers, in full, the safeguarding issues in relation to work with contractors and third parties.

In summary, circumstances where the Council needs to consider its safeguarding responsibilities as delivered via third parties/contracted circumstances include:

- services undertaken on the Council's behalf by third party organisations, who may have contact with children, young people and/or adults at risk of abuse or neglect
- property/facilities which may be used by third parties that may involve contact with children, young people or adults at risk
- providing funding to some groups/organisations who provide services to/on behalf of children, young people or adults at risk

Procurement Risk assessment for applying Safeguarding Policy

Date	
Contract being procured	
Safeguarding risk rating	
Reasons for rating	
Action taken	

For all procurement exercises for services or works contracts, a risk assessment must be undertaken based on the criteria on page 36. Details must be recorded in the table above and a record kept in the tender folder. "Vulnerable people" means children or adults experiencing or at risk from abuse or neglect.

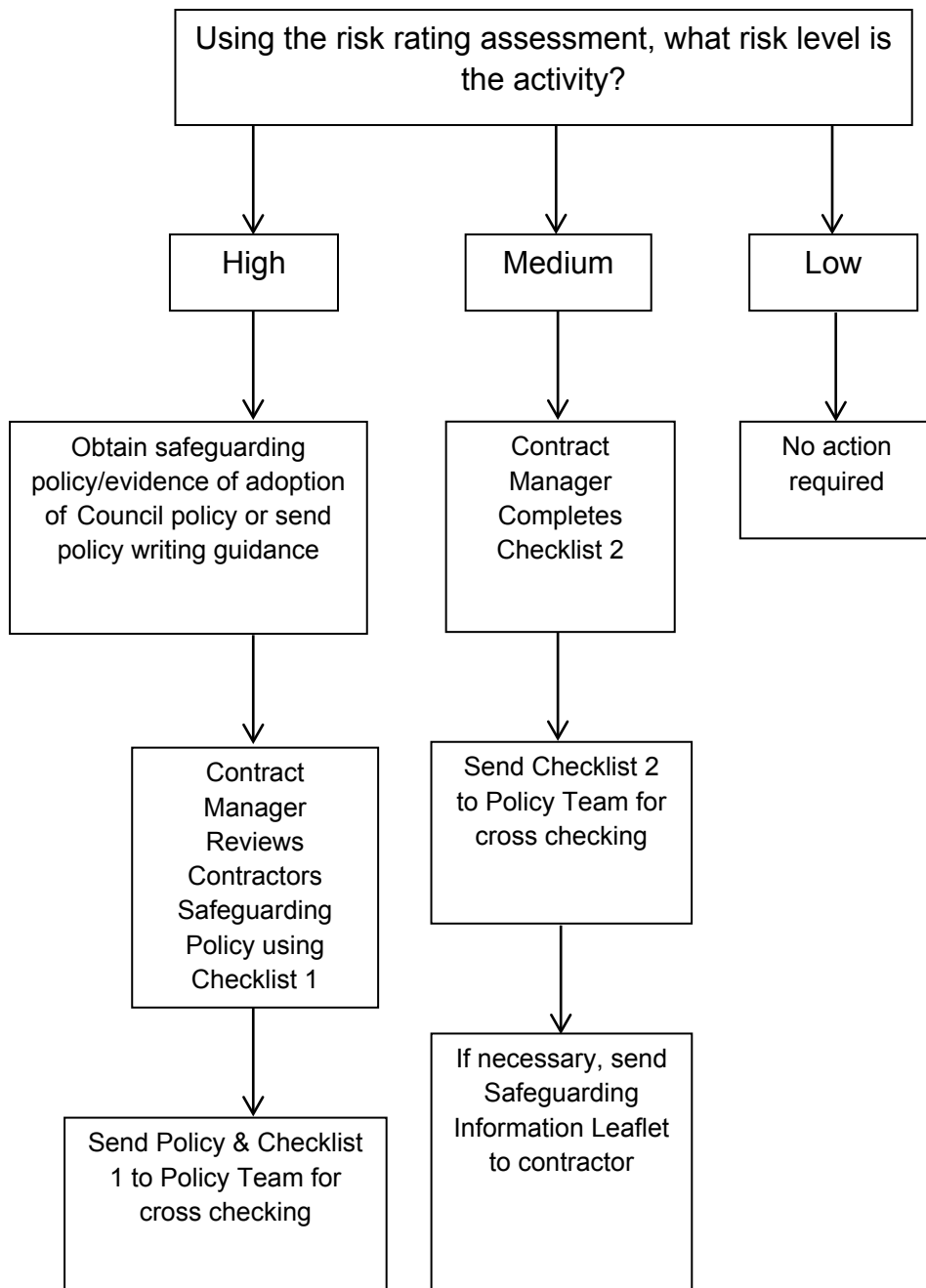
If the result is either high or medium then you must take the appropriate action and make Becky Box aware of the result.

Having looked at the various types of 3rd party engagement the Council has, it has been identified that there is a need to differentiate between the different levels of contact with children and vulnerable adults in order to apply the most appropriate level of action. This forms the basis of our safeguarding risk assessment and the table below provides simple definitions and required actions in order to guide staff:

Risk rating	Criteria	Action required
High	Extreme likelihood of prolonged contact with children/vulnerable adults; OR irregular/ one-off activity with high risk of significant or physical contact with children and/or vulnerable adults and/or potential opportunities for grooming; whole purpose of the activity is directed at children/vulnerable adults.	Safeguarding policy required or adoption of the Council's policy. Annual report may be required from 3 rd party on training provided to staff and the record of DBS checks, from which a sample may be selected for checking.
Medium	Likely that contact with children/vulnerable adults will be made on a day-to-day basis, but not on a prolonged basis and activity not directed specifically at children/vulnerable adults.	Guidance provided (based on an adapted version of the guidance provided to taxi drivers that has been approved by the Norfolk Safeguarding Children Board).
Low	Unlikely contact with children/vulnerable adults and/or activity directed more at other businesses.	No action required.

The Council has developed good practice guidance that can be provided to third parties to assist them in developing their own policies/procedures in relation to safeguarding, which will in turn enable them to meet the Council's safeguarding requirements. Copies of this are available from the Policy team if required. The Policy Team has also developed a process for assessing safeguarding policies against the Council's expectations and they are happy to provide this service if required by Managers.

When considering the risk level of the activity the following model should be followed in order to determine your next steps:



The necessary documentation referred to in the above model can be found on Insite under the Safeguarding section.

Appendix 12: Equality in Procurement

1. When conducting their procurement activities, central Government departments and their agencies must ensure that they meet their legal obligations under the Equality Act 2010 and its associated Public Sector Equality Duty in a way that is consistent with the Government's value for money policy and relevant public procurement law. The Council's Equality Policy can also be found here https://www.west-norfolk.gov.uk/info/20006/council_and_democracy/304/equality
2. The Public Sector Equality Duty (PSED) is contained within section 149 of the Equality Act 2010. It requires those public bodies which are subject to the duty, to have due regard to the three aims of the duty:
 - 2.1. Eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act;
 - 2.2. Advance equality of opportunity between people who share a protected characteristic and people who do not share it;
 - 2.3. Foster good relations between people who share a protected characteristic and people who do not share it.
3. The PSED should help to ensure that public goods and services are accessible to, and meet the diverse needs of all users to ensure that no one group is disadvantaged in accessing public goods and services.
4. The public procurement rules allow for equality-related issues to be taken into account in the procurement process where they are relevant to the subject matter, or relate to the performance, of the contract. 'Due regard' in the context of public procurement means consciously considering the relevance of the three aims of the duty to the individual procurement and ensuring that where equality issues are incorporated into the procurement process, it is done in a proportionate way (i.e. the actions taken are proportionate to the degree of relevance of the equality issue to the individual procurement), taking into account value for money. It is important that the issues are looked at substantively and with an open mind, it is not enough to just note that there will be no negative impact, as there are parts of the duty which look at whether positive improvements can be made. Managers, in all Procurement circumstances, should complete the Equality Pro Forma given on Page 38 in order to assess any equality implications that may occur.
5. The nine protected characteristics as described in the Council's Equality Policy are: Age; Disability; Gender reassignment; Marriage and civil partnership; Pregnancy and maternity; Race; Religion and belief; Sex and Sexual orientation.
6. For services, the degree of relevance is likely to be greater if:
 - 6.1. The service involves direct contact with the public, e.g. careline or care & repair services;
 - 6.2. The service combines technical performance with provision directly to the public, e.g. communication services;
 - 6.3. The service will be performed on the public authority's premises, where the Contractor's workforce will be in contact with the public authority's employees, e.g. facilities management services.
7. For goods, the degree of relevance of equality is likely to be greater if:
 - 7.1. The goods need to meet specific technical needs of the user, e.g. meeting the needs of disabled people to ensure that the goods are fit for purpose.
8. For works, the degree of relevance of equality is likely to be greater if:
 - 8.1. The works need to ensure accessibility for disabled people, e.g. building accessibility for disabled people;
 - 8.2. The works are being performed on the public authority's premises where the Contractor's workforce will be in contact with the Public Authority's employees or members of the public.
9. Where it is clear from the start of the procurement, having conducted pre-procurement

engagement and in identifying the need, that equality is not relevant to what is being procured, we would still require Contractors to adhere to equality legislations and ideally show best practice to their own staff. The PSED is a continuing duty so if equality is a relevant consideration in what is being procured it should be considered at an early stage and throughout the procurement process (both beforehand and at the time a relevant decision is being made). As a matter of good practice, departments may wish to keep some formal record to show that they have considered the duty in conducting a procurement exercise.

10. In keeping with relevant procurement law and the Government's commitment to be more transparent about how public money is spent, where equality requirements are being incorporated into the procurement process, this must be clearly set out in the tender documents and resulting contract documents.
11. Under the Government's transparency policy, all central government tender documents and contract for procurements over the value of £25,000 must be published on Contracts Finder. Greater transparency of tender documents and contracts will provide some indication as to whether and how equality has been incorporated into a particular procurement. This information will allow potential providers and the public to hold Government to account where they believe that relevant equality considerations are not adequately addressed in a particular procurement or where they believe that such matters have not been incorporated in a proportionate way.
12. The above shows a brief overview of equality considerations in the Procurement process. More details on equality procedures and protocols can be found in the Council's Equality Policy.

Annex A – Incorporating Equality into the Public Procurement Process



Equality Pro Forma

Date		Name	
Job Title			
Contract being procured			
Will the Contract provide an opportunity to eliminate unlawful discrimination?			Yes / No
Will the Contract provide an opportunity to advance equality of opportunity?			Yes / No
Will the Contract provide an opportunity to foster good relations between different groups?			Yes / No
Have you completed an Equality Impact Assessment in relation to this contract?			Yes / No
For Services			
Will the Contractor have direct contact with the public?			Yes / No
Will the Contractor be working on Council premises?			Yes / No
For Goods			
Will the goods need to meet technical needs of the user (i.e. Disabled people)			Yes / No
For Works			
Will the works need to ensure accessibility for disabled people?			Yes / No
Will the works be carried out on occupied Council premises where they may come into contact with staff or members of the public?			Yes / No
<p>If you have answered yes to any of the above questions, what action is going to be included in the Procurement process to meet the aims of the PSED and the Equality Act 2010?</p> <div style="border: 1px solid black; height: 300px; width: 100%;"></div>			

Appendix 13: DPIA Pre-Screening Tool

A Data Protection Impact Assessment (DPIA) is designed to help you analyse and mitigate the data protection risks associated with any contract. There is a requirement under current data protection to carry out DPIAs for any new processing likely to result in a high risk to the rights and freedoms of individuals. Risk in this context is about the potential for any significant physical, material or non-material harm to individuals.

For any advice on data protection, please contact the Council's Data Protection Officer (DPO) Cara Jordan on 01263 516373 or cara.jordan@eastlaw.org.uk and she will be able to assist you with your requirements.

You **must** use this screening tool as a guide for establishing whether a DPIA is necessary. If the outcome is that a DPIA is not necessary, the screening exercise should be recorded and captured as evidence of the review and its outcomes – note that a DPIA is ALWAYS required if ANY single one check box is populated in the following checklist:

We plan to:

- Use systematic and extensive profiling or automated decision-making to make significant decisions about people.
- Process special category data or criminal offence data on a large scale.
- Systematically monitor a publicly accessible place on a large scale.
- Use new technologies relating to personal data.
- Use profiling, automated decision-making or special category data to help make decisions on someone's access to a service, opportunity or benefit.
- Carry out profiling on a large scale.
- Process biometric or genetic data.
- Combine, compare or match data from multiple sources.
- Process personal data without providing a privacy notice directly to the individual.
- Process personal data in a way which involves tracking individuals' online or offline location or behaviour.
- Process children's personal data for profiling or automated decision-making or for marketing purposes, or offer online services directly to them.
- Process personal data which could result in a risk of physical harm in the event of a security breach.

We plan to carry out any other:

- Evaluation or scoring relating to personal data.
- Automated decision-making with significant effects.
- Systematic processing of sensitive data or data of a highly personal nature.
- Processing on a large scale.
- Processing of data concerning vulnerable data subjects.
- Innovative technological or organisational solutions.
- Processing involving preventing data subjects from exercising a right or using a service or contract.

Please send the results of this Screening Tool to lee.osler@west-norfolk.gov.uk , cara.jordan@eastlaw.co.uk and richard.godfrey@west-norfolk.gov.uk . If the results of the above checklist indicate that a full DPIA is required then Lee Osler and/or Cara Jordan will be in contact in order to assist you in completing a DPIA.

Before any Tender that could potentially involve data protection is brought to Procurement for consideration, proof that this pre-screening tool has been completed must be provided.

Date of Completion:

Name of Project:

Project Manager:

Other comments:

DPIA Required? YES / NO

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



REQUEST FOR QUOTATION

FOR

[INSERT TITLE]

SECTION 1 – Information & Instructions to Participants

Introduction

The Borough Council of King's Lynn & West Norfolk (the Council) is inviting quotations for ***[insert short description]***

Notification of Interest

This is a formal quotation exercise, please confirm as soon as possible whether or not you intend to submit a quote.

Standard Selection Questionnaire

In an effort to reduce the administrative burden on potential suppliers for this contract the Council is not asking all bidders to complete a Standard Selection Questionnaire. However, if you come top in the evaluation of quotations submitted we will require additional information, prior to the offer of a contract, to establish that your insurance arrangements and compliance with Health & Safety legislation are satisfactory.

Queries

Any queries regarding the process or the proposed requirements should be raised as soon as possible.

If a query gives rise to the need for an amendment to the specification all parties will be notified simultaneously.

Site Visits ***[Delete if not appropriate]***

Contractors should contact ***[insert contact details]*** in order to arrange a suitable date and time to visit site.

Submission of Quotation

Quotes will only be considered if they are emailed to ***[insert email address]*** by ***[insert time and date]***.

Quotes may only be submitted on the Quotation Response Form (Section 3 of this document) and they should be accompanied by the Non-Collusion Certificate on page **X**.

Your response must include any requested supporting documentation for your proposal. Please do not return the full RFQ document or additional attachments or documents that are not requested.

Quotation Evaluation

The successful Supplier will be the bidder that offers the lowest price / most economically advantageous Quotation. ***[Delete as appropriate]***

This will be evaluated on the basis of the following criteria: ***[Delete this section if evaluated on price only]***

- | | | |
|----|---------|-----|
| 1. | Price | XX% |
| 2. | Quality | XX% |

The quality aspect will be assessed on the following criteria: -

- [Insert quality sub-criteria and percentage weighting]

You may want to consider the following:

- **Methodology**
- **Customer Engagement**
- **Programme of Works**
- **Contract Duration**
- **Response Times**
- **Local Labour Profile**
- **Relevant Experience e.g. CVs of key personnel**
- **Warranty / Guarantee Offered**

The quality criteria will be evaluated against the following scoring system, with the scores adjusted for the weighting of each criterion:

Performance	Judgement	Score
Meets the standard and exceeds the standard in some or all of those aspects	Excellent	5
Meets the standard in all aspects but does not exceed it	Good	4
Meets the standard in majority of aspects but fails in some	Satisfactory	3
Fails to meet the standards in the majority of aspects but meets in some	Unsatisfactory	2
Significantly fails to meet the standard	Poor	1
Completely fails to meet the standard	Failed	0

Contract Award

The Council does not undertake to accept any quote. However, assuming that the process is successful, the Council will notify all participants simultaneously about the intended award.

Form of Contract

On completion of the quotation evaluation, the successful contractor will be issued with an official Purchase Order which will be subject to the Council's Standard Conditions of Purchase. The order together with the Specification and your submitted quotation will form the basis of the contract.

Government Transparency Policy

The policy of central government is that all local authorities should be completely transparent about what they spend taxpayers' money on and who that money is spent with. Therefore, you should be aware that if you are successful in obtaining this contract, or any other business, with the Council details of all payments over £500 will be published on the Council's website.

The Council will also publish, on a quarterly basis, details of all contracts awarded and purchase orders issued over £5,000 in value.

SECTION 2: SPECIFICATION

[Insert a description of your requirement in enough detail to ensure that quotes will be provided on a like-for-like basis]

You may want to consider: -

Goods:

- **Make and Model of Equipment**
- **Size**
- **Materials to be used**
- **Timing of delivery / Lead Time**
- **Warranty / Guarantee**
- **Samples**
- **Design / Aesthetic appearance**
- **Any training requirements?**

Services:

- **Methodology of service delivery**
- **Key Performance Indicators / Service Level Agreements**
- **Timescales**
- **Qualifications of Staff**
- **Minimum Quality Standards i.e. ISO9001**

SECTION 3 - QUOTATION RESPONSE FORM

CONTRACTOR'S NAME

CONTRACTOR'S ADDRESS.....

.....

CONTACT NAME.....

PHONE No EMAIL.....

Fixed price fees for the requirement detailed in Section 2 above, excluding VAT.

TOTAL COST £.....

ANY OTHER DOCUMENTATION ASKED FOR? YES / NO

Signed Position

Print Name Date

CERTIFICATE OF NON-COLLUSION/ PREVENTION OF CORRUPTION

I/ We certify that:

- a) The prices, specifications and all matters relating to the enclosed 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 submitted in the 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 Quotation nor to withdraw or amend a 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 Council or anyone acting on its behalf concerning the award of the contract which is the subject of this Invitation to Quotation.

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 Bribery Act 2010 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.

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: