

STANDING ORDERS RELATING TO CONTRACTS

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1. **Introduction**

- 1.1 The Standing Orders relating to Contracts are part of the Council's Constitution and apply to all Contracts entered into by the Council.
- 1.2 All Officers should be aware of the Constitution, these Standing Orders the Council's Financial Regulations, the Council's Forward Plan and any internal procurement procedures issued by Chief Officers, when dealing with any procurement. It is the responsibility of Chief Officers to ensure compliance at all times and they must arrange for copies of these Standing Orders to be given to all Officers, Agents or Consultants involved in any procurement whilst acting on the Council's behalf and for receipt to be acknowledged by such Officers, Agents or Consultants.
- 1.3 These Standing Orders uphold the principles that all purchasing and disposal procedures must achieve value for money, be consistent with the highest standards of integrity, ensure fairness in allocating contracts, support the Council's corporate and divisional aims and policies and comply with the Council's Corporate Procurement Strategy
- 1.4 An Officer must not invite or accept any gift or reward in respect of the award or performance of any Contract. High standards of conduct are essential.

2. **Compliance with Standing Orders**

- 2.1 These Standing Orders must be used in conjunction with the Council's Financial Regulations, the Council's Forward Plan and any internal procurement procedures laid down by Officers. In particular, adequate division of duties and internal checking must exist and must be capable of being demonstrated by the maintenance of documentary evidence of the nature and extent of checks undertaken. It is a requirement that more than one person must undertake the following tasks in respect of a particular procurement:
 - Specifying the need to procure
 - giving financial authority to procure
 - ensuring adequate budget exists
 - placing the order/signing the contract
 - receipting the goods/services, and
 - authorising payment
- 2.2 Any procurement carried out on behalf of the Council may only be undertaken by Chief Officers or by Officers as directed by them.
- 2.3 Every Contract made by the Council shall comply with these Standing Orders and no exception shall be made otherwise than by prior direction of the full Council.
- 2.4 For the avoidance of doubt these Standing Orders shall not apply to:
 - any contract relating solely to the disposal, transfer or acquisition of any interest in land
 - any contract of employment

2.5 For the purposes of these Standing Orders:

- where the Contract period is for a fixed term the value of the Contract is the total cost of the Contract (excluding VAT)
- where the Contract period is for one year and may continue until terminated by notice, the value of the Contract shall be the total cost of the Contract (excluding VAT) over the first three years.

2.6 Contracts must not be divided in order to avoid the application of these Standing Orders or compliance with European Community Directives

3. Definitions / Interpretation

3.1 In these Standing Orders the following terms shall have the following meanings:

"Ad hoc Lists"	a list of Contractors compiled by Officers from responses to public or website advertisement
"Approved Lists"	a list of Contractors compiled and approved by a public service body
"Approved Sum"	the approved sum allocated in the Revenue Budget and Capital Programme
"The Chief Officers"	the Officers who comprise the Council's Corporate Management Team and any authorised Officers
"Contract"	any Contract for the execution of works or the supply of goods and services
"The Council"	the Cabinet, Cabinet Member, Committee, Sub-Committee or Officer to which or to whom and to the extent that authority has been delegated by the Council for the purpose of these Standing Orders
"value"	the value of a Contract as estimated by a Chief Officer

3.2 The Head of Legal and Democratic Services shall compile and maintain these Standing Orders and advise on their implementation and interpretation.

3.3 Delegated authority is given to the Head of Legal and Democratic Services in consultation with the Cabinet Member for Finance and the Head of Financial Services to update these Standing Orders as appropriate to meet future legislative and operational requirements to ensure that the aims and principles of these Standing Orders are given full effect.

4. Compliance with European Community Directives

All Contracts made by the Council or on its behalf will comply with all relevant European Community ("EC Directives") as implemented by regulations including those made under the European Communities Act 1972 and any subsequent amendments. EC Directives become applicable when letting contracts with a value above certain thresholds. The Directives make detailed provision for specification, advertisement, numbers and selection of tenderers, evaluating tenders and awarding the Contract.

5. Existing Contractual Arrangements

Within approved budgets and Schemes of Delegation Chief Officers must place orders against an appropriate contract which has been entered into by the Council or to which the Council legally has access through approved consortia arrangements, joint contracts with other Local Authorities or Central Government contracts.

6. Specifications

- 6.1 All tenders, quotations and estimates for the execution of works or the supply of goods or services shall, except to the extent that the Council in a particular case or category of cases otherwise decide, be based on a written specification and bills of quantities where appropriate.
- 6.2. All written Contracts, where a specification issued by the British Standards Institute is current at the date of the tender and is applicable, shall require as a minimum that goods or services used in their execution shall be in accordance with that specification.
- 6.3. Only in circumstances where there is no reasonably acceptable alternative shall a specification require the use of a particular sub-contractor or goods or services of a particular manufacturer or supplier. For the avoidance of doubt the need to achieve standardisation may justify the specification of particular goods or services.

7. Estimates

- 7.1 Before entering into a Contract over £1,000 but below £10,000 the appropriate Chief Officer shall obtain, wherever practical, a minimum of two estimates. Where the Chief Officer considers that it is not practical to obtain a minimum of two estimates, he shall record his reasons for not doing so in writing which may be in electronic form and the document be retained with the relevant purchase order. The document shall contain such information as the Head of Financial Services may require.
- 7.2 Estimates shall be submitted in accordance with the requirements of the Chief Officer. Unless submitted electronically any estimates received shall be addressed to the Chief Officer in a sealed envelope endorsed with the word "Estimate" followed by the subject matter to which it relates.
- 7.3 Estimates shall be kept in a safe place and remain unopened until the time and date specified for their opening.
- 7.4 Estimates submitted by electronic means must have evidence that the transmission was successfully completed and be kept in a separate secure folder under the control of the Chief Officer which is not opened until the deadline has passed for receipt of estimates.
- 7.5 Estimates shall be opened at the same time by the Chief Officer or in his absence a senior officer of the Division concerned and one other officer of the Division.

- 7.6 Such estimates shall be signed by the officers present, endorsed with the date and time of opening. An immediate record should be made of the estimates received including names, addresses, value and the date and time of opening. The immediate record should be retained with the relevant purchase order.
- 7.7 If the Chief Officer wishes to accept an estimate other than the lowest he shall record his reasons that the proposed action represents the best value for money for the Council evidenced by signature which may be by electronic means, and forwarded to the Principal Auditor for approval.

8. Quotations

- 8.1 Subject to the exceptions and conditions set out in Standing Order 10 below, any Contract between £10,000 and up to and including £50,000 shall not be entered into without first obtaining a minimum of two quotations.
- 8.2 Quotations should be submitted in accordance with the requirements of the Chief Officer. Unless submitted electronically, any quotations received shall be addressed to the Chief Officer in a sealed envelope endorsed with the word "Quotation" followed by the subject matter to which it relates.
- 8.3 Quotations shall be kept in a safe place and remain unopened until the time and date specified for their opening.
- 8.4 Quotations submitted by electronic means must have evidence that the transmission was successfully completed and be kept in a separate secure folder under the control of the Chief Officer which is not opened until the deadline has passed for receipt of quotation.
- 8.5 Quotations shall be opened at the same time by the Chief Officer or in his absence a senior officer of the Division concerned and one other Officer of the Division.
- 8.6 Such quotations shall be signed by the Officers present, endorsed with the date and time of opening. An immediate record should be made of the quotations received including names, addresses, value and the date and time of opening. The immediate record should be retained with the relevant purchase order.
- 8.7 If the Chief Officer wishes to accept a quotation other than the lowest, he must seek the written authority of the Chairman of the Miscellaneous Functions Committee (or in his absence the Vice Chairman of that Committee) (or the prior approval of the Miscellaneous Functions Committee, should the Chairman or Vice-Chairman so require). Each occasion shall be reported to the next meeting of the Miscellaneous Functions Committee.
- 8.8 Provided the Chief Officer is satisfied with the lowest, he may accept it, subject to Standing Order 20 and the successful quotation shall be listed for information in the next issue of the Monthly Information Bulletin.
- 8.9 Where the risk in a specific procurement of a value of less than £50,000, is perceived to be high by the Cabinet Member responsible for Finance (in consultation with the Head of Legal and Democratic Services and the Head of Financial Services), then the tendering procedure must be followed.

9. Tendering Procedure

The tender documentation should be in a written format and may be permitted in an electronic format (subject to the provision of adequate security measures being in place to the satisfaction of the Head of Legal and Democratic Services and the Head of Financial Services).

Subject to Standing Order 10, no Contract over £50,000 shall be entered into unless:

EITHER:

9.1. APPROVED LISTS AND AD HOC LISTS

- tenders have been invited from a minimum number of contractors as defined in 9.3 and 9.4 who have been selected by the appropriate Chief Officer. Where procurement is following European Commission Regulations then the number and selection process that those Regulations require should be followed.
- contractors have been selected from an Approved List which is considered adequate and suitable by the Head of Legal and Democratic Services and the Head of Financial Services to be used together with any in-house submission of the Council.
- where there is no Approved List, Client Officers may use an Ad Hoc List
- at least one of the contractors selected shall be a local contractor (operational base being within the District of Wyre Forest) where appropriate.
- before contractors are invited to tender for a Contract, the relevant Chief Officer should check that the contractor is able and willing to tender;
- the selection criteria shall be documented and evidenced as agreed by the appropriate Chief Officer, the Head of Legal & Democratic Services and the Head of Financial Services in advance of any public advertisement
- where appropriate the evaluation model must be approved by Miscellaneous Functions Committee prior to the placing of the required contract notice or despatch of invitation to tender documents.
- applications to tender will be assessed by means of an evaluation model, with only those companies meeting the Council's criteria invited to tender.

OR:

9.2. PUBLIC NOTICE

At least ten days public notice has been given in one of the local newspapers circulating in the area of the Council, on the Council's website (if available) and in one or more trade journals, (if any), circulating among persons who undertake such contracts, stating the nature, purpose of the contract, where further details may be obtained to apply for permission to tender for its execution and stating the last date and time when applications will be accepted. The requirement to give notice in a local newspaper may not be complied with if the relevant Client Officers certifies there are insufficient contractors in the locality.

After the expiry of the period specified in the public notice, invitations to tender for the Contract shall be sent to:

- not less than the minimum number as defined in 9.3 and 9.4 of the persons or bodies who applied for permission to tender, selected by the Council duly authorised in that behalf; or
- where fewer than the minimum number as defined in 9.3 and 9.4 of the persons or bodies have applied or are considered suitable, those persons or bodies which the Council duly authorised in that behalf considers suitable.

9.3 Where the appropriate Chief Officer estimates the contract value is likely to be greater than £50,000 and up to and including £100,000 then at least 4 tenders should be sought.

9.4 Where the appropriate Chief Officer estimates a contract value greater than £100,000 then at least 6 tenders should be sought.

9.5 Where an Approved List, Ad Hoc List, or public notice has been made the appropriate Chief Officer should inform the Head of Financial Services that such a list notice exists and provide details for procurement purposes.

10. Exceptions

Written quotations or tenders shall not be required to be invited in accordance with Standing Orders 8 and 9 if:-

- 10.1 for any reason there would be no genuine competition.
- 10.2 the Contract consists of repairs to or the supply of parts of existing machinery or plant.
- 10.3 the Contract can only be performed by a limited number of contractors, but in such case a reasonable number of those contractors shall be invited to submit tenders.
- 10.4 the Contract is a matter of urgency.
- 10.5 the Contract is an extension of an existing Contract provided that:
 - the new Contract is of a similar nature to the existing Contract;
 - it does not exceed 50% of the value of the existing Contract;
 - the existing Contract may be extended once only and no extension shall be permitted of a contract previously allowed as an exception;
 - the extension is carried out either at or before the conclusion of the existing Contract; and

- extensions between £10,000 and £50,000 are subject to the prior approval of the Chairman or in his absence, the Vice-Chairman of the Miscellaneous Functions Committee, (or the prior approval of the Miscellaneous Functions Committee, should the Chairman or Vice-Chairman so require); extensions between £50,000 and £100,000 are subject to the prior approval of the Cabinet and extensions over £100,000 may only be authorised by the prior decision of full Council.
- 10.6 where the Council carries out work using a standard form of contract (e.g. the Institute of Civil Engineers Conditions of Contract) procedural requirements may differ slightly to those laid down in these Standing Orders and these Standing Orders shall be deemed not to apply in so far as they conflict with such procedures.
- 10.7 another local authority, public body or consortium of local authorities or public bodies has secured beneficial arrangements for the future purchase of goods, works or services. These exceptions are subject to the prior approval of the Head of Legal and Democratic Services and Head of Financial Services in consultation with the Chairman or in his absence, the Vice-Chairman of the Miscellaneous Functions Committee (or the prior approval of the Miscellaneous Functions Committee should the Chairman or Vice-Chairman so require)

Each occasion on which approval is given to the use of these exceptions should be reported to the Miscellaneous Functions Committee for information at its next meeting.

If an emergency has been declared under the Council's emergency planning or business continuity procedures and it is not possible or practicable for the exception to be exercised then the Officer who is designated to be in charge under those procedures may take such steps as appear appropriate at the time to keep the Head of Legal and Democratic Services, the Head of Financial Services and the Cabinet Member for Finance informed and shall issue the appropriate report as soon as is reasonably practicable.

11. Acting as Agent for another Local Authority

Where the Council is acting as agent for another local authority then that authority's requirements as to entering into Contracts must also be followed. In the event of a conflict between these Standing Orders and the principal authority's requirements the latter must be followed.

12 Collaborative Procurement Arrangements with other Local Authorities, Public Bodies Voluntary Sector Bodies and Key Partners

12.1 Where another public body, voluntary sector or private body including any key partners of the Council is able to secure or has secured beneficial collaborative procurement arrangements then those arrangements can be followed provided that in advance of each such arrangement over £50,000, a report is made by the appropriate Chief Officer to the Miscellaneous Functions Committee for approval.

12.2 Approval shall only be given where the joint procurement arrangements assures compliance with EC Directives and ensures value for money for the Council.

13 Framework Agreements

13.1 Framework Agreements are used where the Council wishes to Contract without conducting a new procurement exercise. The Framework Agreement may include within its terms a requirement for a mini competition exercise between those contractors who are parties to the Framework Agreement. Any Framework Agreement shall be tendered in accordance with these Standing Orders. Where the Council has entered into a Framework Agreement through a procurement exercise then that Framework Agreement must be used. Where the Council is able to call off from existing Framework Agreements procured by central Government agencies, other local authorities, public bodies or consortium of local authorities then the Council may benefit from using those contracts without entering into a separate procurement exercise.

13.2 Any Framework Agreement entered into the Council shall be notified to the Head of Financial Services

14. Nominated Sub-Contractors and Nominated Suppliers

Use of a nominated supplier or nominated sub-contractor to a main contractor the cost of which is over £10,000, requires separate tenders or quotation in accordance with these Standing Orders and the terms of the invitation shall be compatible with the main contract

15. Form of Invitation to Tender

The Invitation to Tender shall include details of the Council's requirements for the particular contract including:

- a specification to include a description of the services supplies or works being procured;
- the procurement timetable including the tender return date and time, which shall allow a reasonable period for the applicants to prepare their tenders.
- the Council's terms and conditions of contract, where considered appropriate by the Head of Legal and Democratic Services;
- where appropriate the evaluation criteria and model including any associated weightings
- pricing mechanism and instructions for completion including the signing and submission of a form of tender together with bills of quantities where applicable.
- the form and content of method statements to be provided where appropriate.
- the rules for submitting of tenders which are that unless submitted electronically, they be returned in the Council envelope provided, which shall bear the word "Tender" followed by the subject matter to which it relates, shall be securely sealed, shall bear no other name or mark indicating the sender or be delivered with or seen to be accompanied by any material indicating the identity of the tenderer and be returned direct to the Head of Legal and Democratic Services or such other officer of the Council as may be duly authorised in that behalf.

- the rules for submitting of tenders by electronic means are that they be returned to the specified electronic address and evidence required that the transmission was successfully completed.
- the period for which the tender is required to be open for acceptance.
- that the tenderer will not disclose any information appertaining to his tender to any other party both prior to submitting in and during the period it is held open for acceptance.
- that the Council does not bind itself to accept the lowest or any tender and will not be responsible for, or pay any costs, expenses or other liabilities incurred by the tenderer in the preparation of the tender;
- that late tenders may be considered where there are exceptional circumstances or there is conclusive evidence of posting in time for delivery by the due date and time and the other tenders have not been opened or where for any other reason the Miscellaneous Functions Committee so allows. Late and other disqualified tenders will be returned to the tenderers by the Head of Legal & Democratic Services.
- whenever the Council need to make alterations to tender documents sent to tenderers, all tenderers shall be informed of the same change and a full explanation of the change shall be recorded; similarly any answers given to questions raised by any tenderer shall be notified to all other tenderers and a record kept.
- any further information which will inform or assist tenderers in preparing tenders.

16. Receipt of Tenders

- 16.1 Tenders shall be submitted in accordance with the requirements set out in the Invitation to Tender. Unless submitted electronically any tenders received shall be addressed to the Head of Legal and Democratic Services in a sealed envelope endorsed with the word "Tender" following by the subject matter to which it relates. Tenders shall be kept in a safe place as directed by the Head of Legal and Democratic Services or an authorised Officer until the time appointed for their opening and remain unopened until the time and date specified for their opening.
- 16.2 An Officer receiving a tender shall indicate on the envelope the date and time of its receipt by him. The envelope shall be retained by the appropriate Chief Officer with all other related paperwork following opening.
- 16.3 Tenders submitted by electronic means must have evidence that the transmission was successfully completed and be kept in a separate secure folder under the control of the Head of Legal and Democratic Services which is not opened until the deadline has passed for receipt of tenders.

17. Opening of Tenders

Tenders relating to the same subject matter shall be opened at the same time by the Miscellaneous Functions Committee. All tenders correctly received shall be recorded.

18. Acceptance of Tenders

18.1 Miscellaneous Functions shall normally accept the lowest tender which meets the required specification or where an evaluation model is used, the highest scoring tender within the Approved Sum provided that they shall first have considered a report from the appropriate Chief Officer or their nominees on the capabilities and general soundness of the tenderer unless the contractor is on an Approved List. Should the Miscellaneous Functions Committee, decide that the lowest tender is not satisfactory following the consideration of such report, then the same procedure shall be adopted with respect to the next lowest tender and so on. Before accepting a tender the Miscellaneous Functions Committee shall also receive and consider advice from the Head of Legal & Democratic Services, the Head of Financial Services and the appropriate Officer. Such advice to include the contractor's eligibility, financial suitability, technical competence, past performance and references, Health & Safety policies and practices and Equality and Diversity policies and practices and environmental management systems. The details of scoring under any relevant evaluation model shall also be reported for consideration to the Miscellaneous Functions Committee in the case of Contracts above £100,000. Such information shall have been collated following consultation by the appropriate Chief Officer with the Head of Legal and Democratic Services and the Head of Financial Services

18.2. Where examination (including but not limited to financial examination) of the lowest tender reveals errors or discrepancies which would affect the figure submitted by the lowest tenderer, then the lowest tenderer is to be given details of the errors and discrepancies in his tender and afforded an opportunity of confirming or withdrawing his tender without alteration or correction within a specified time. In civil engineering Contracts, the tender figure shall be deemed to be the sum of the rates submitted in the tender. If the tenderer withdraws, the next tender in competitive order is to be examined and dealt with in the same way.

18.3. A tender may be accepted by the Miscellaneous Functions Committee provided that:-

- reports and advice shall first have been received and considered which would have had to be received and considered by the Council were they accepting the tender;
- the tender is the lowest tender which meets the required specification or where an evaluation model is used, the highest scoring tender which is within the Approved Sum.
- the tender figure is within the Approved Sum
- the tender figure is not more than ten per cent above the written estimate of the appropriate technical officer or within the Approved Sum above whichever is the lower.

18.4 Where the most competitive tender is outside the Approved Sum the Chief Officer will either:-

- write to all tenderers explaining the situation and giving them the opportunity to lower their tenders to within the Approved Sum; or
- report to the Cabinet requesting an increase in the Approved Sum; or
- report to the Cabinet requesting authority to revise the specification and seek new tenders. If it is decided to re-tender, all previous tenderers shall be asked to tender again, and no tenderers shall be given any information about any of the first tenders.
- If the Miscellaneous Functions Committee accepts a tender above the sum allocated against the advice of the Head of Financial Services, the acceptance shall automatically stand referred to the next meeting of the Cabinet for a decision.
- A copy of the Invitation to Tender including any evaluation model to be used to evaluate tenders should be made available before the meeting of the Miscellaneous Functions Committee at which the Contract is to be awarded.
- If at least two bona fide tenders are not received then a report should be made by the appropriate Chief Officer to the Miscellaneous Functions Committee giving reasons for the lack of response.
- The evaluation criteria detailed in the Invitation to Tender shall be strictly observed and remain unchanged throughout the acceptance of tender procedure.
- Letters of intent shall only be used with the agreement of the Head of Legal and Democratic Services and only in very exceptional circumstances. Where the terms and conditions of contract are not fully agreed, no contractor shall be allowed on site to begin preliminary work until a full risk assessment has been carried out by the Chief Officer as to the possible implications to the Council by the contractor being allowed to start on site before the contract terms and conditions have been finalised.

19. Post Tender Negotiations

Unless using procedures set out in EC Directives, where a procurement exercise is conducted pursuant to these Standing Orders, no post tender negotiations are permitted. The Chief Officer may seek clarification from Contractors where appropriate.

20. Contract Conditions

Every Contract entered into by the Council shall be in writing and shall:-

- 20.1 by signed by an Officer of the Council duly authorised or where considered appropriate, in accordance with Standing Order 24, be executed under seal.
- 20.2 specify the exact work to be done or the description of the goods or services to be supplied including specifications where appropriate.

- 20.3 specify the price to be paid for the work or for the goods or services and any circumstances in which it may vary
- 20.4 specify any discounts or deductions offered and the circumstances in which they will apply
- 20.5 specify the date by which the work will be completed or the goods or services be supplied, or the contract period
- 20.6 specify such other terms and conditions as may be agreed between the parties
- 20.7 include a clause whereby the Council may cancel the Contract and recover any resulting costs if the contractor or their employees or agents with or without the contractor's knowledge does anything improper in order to influence the decision as to the awarding of the Contract or commits an offence under the Prevention of Corruption Acts 1889 to 1916, Section 117(2) of the Local Government Act 1972 or any other such legislation in force at the time or commits any fraud in connection with this or any other Council contract whether alone or in conjunction with Council Members or Officers.
- 20.8 include a clause preventing the contractor from sub-contracting, assigning or transferring the whole or any part of the Contract without the prior written permission of the Council.
- 20.9 where such contract exceeds £10,000 in value and in any other case where the Head of Legal & Democratic Services so decides, the Contract shall be in a form approved by the Head of Legal & Democratic Services.
- 20.10 in appropriate cases where a contract exceeds £50,000 provide for the payment of liquidated damages by the contractor where he fails to complete within the time specified. The amount of such damages shall be determined by the Head of Legal & Democratic Services and the Head of Financial Services in consultation with the Chief Officer.
- 20.11 where a contract is estimated to exceed £100,000 the appropriate technical officer should decide whether the conditions of tender may require a contractor to give sufficient security for the due performance of any contract. For example, a Performance bond with a body certified or approved by the Council or deposit cash in lieu thereof with the Council in a sum equal to 10% of the tender figure.

21. Insurance

All Contracts shall require the contractor to provide to the satisfaction of the appropriate Chief Officer and Head of Financial Services an appropriate indemnity against any risk which might attach to the Council as a result of work undertaken by the contractor, including public liability insurance cover.

22. Supervision

It shall be a condition of any Contract between the Council and any external person who is required to supervise a Contract on their behalf that, in relation to such Contract, he shall comply with the requirements of these Standing Orders as if he were a Chief Officer of the Council.

23. Value for Money

23.1 The Council shall, in determining, for the purposes of these Standing Orders, the manner in which invitations to tender for a proposed Contract are to be sought or a Contract is to be entered into, only proceed if satisfied that it affords the Council the best value for money in all circumstances.

23.2 All Chief Officers must procure items in accordance with the Corporate Procurement Strategy. Where there is a conflict between these Standing Orders and the Corporate Procurement Strategy, then these Standing Orders shall prevail.

24. Sealing/signing of Contracts

24.1 In respect of all Contracts the appropriate Chief Officer shall ensure that an appropriate form of Contract shall be completed and signed **before** work is commenced or goods or services provided.

24.2 In each case where the Head of Legal and Democratic Services considers that a limitation period of 12 years is desirable or necessary for the commencement of legal proceedings in the event of breach of contract, the Contract shall be executed under seal.

25. Internal Controls

All Heads of Service when implementing the requirements and procedures as specified in these Standing Orders should ensure that adequate internal controls are operating effectively. Details of the internal controls in place shall be included within the Corporate Risk Management Framework.

26. Contracts Register

26.1 A register of all Contracts over £50,000 shall be kept and maintained by the Head of Legal and Democratic Services. Such register shall be compiled from information provided by all Chief Officers and for each Contract, specify the name of the contractor, the works to be executed or the goods to be supplied and the Contract value. The register shall be open to inspection by any member of the Council. The Register may also be kept electronically.

26.2 Chief Officers shall inform the Head of Legal and Democratic Services and the Head of Financial Services as soon as possible and in any event before any further payment is made to the Contractor of any changes to the details of a Contract already legally entered into affecting the price payable, with an explanation and the approval obtained, where required, for such changes.

27. Retention of Procurement Documents

All procurement documentation should be retained by the appropriate Chief Officer for the duration of the Contract, including any maintenance period in accordance with the Council's Record Management Policy unless legislation states otherwise.

28. Engagement of Consultants

28.1 Before the engagement of any architect, engineer, surveyor or other consultant for the purpose of any Contract, the appropriate Chief Officer shall obtain written quotations or tenders prior to appointment in accordance with these Standing Orders.

28.2 Each such engagement:

- shall be evidenced in writing, including details of the basis and frequency of payments identifying the Officer of the Council who will manage and monitor each consultancy project;
- shall be subject to the conditions that such architect, engineer, Surveyor or other consultant shall at all times be fully covered by professional indemnity insurance and that in relation to any Contract, he/she shall conform to the requirements of these Standing Orders, the Council's Financial Regulations and any direction from the Council;
- shall at any time during the carrying out of the Contract, produce to the appropriate officer or their representative on request all the records maintained by him/her in relation to the contract and on completion of the contract, pass all such records to the appropriate Chief Officer.
- shall be subjected to monitoring of the consultant's performance by the appropriate Chief Officer.

27.2 There may be instances where use of these Standing Orders for the tendering process would be inappropriate, for example, in the case of the engagement of a barrister, or other consultant where quality of performance is more important than the lowest quotation or tender or where additional consultancy related to earlier consultancy is required and this would offer best value to the Council in view of the Consultants existing knowledge. In such instances consultants may be engaged subject to the prior approval of the relevant Chief Officer. Each occasion shall be reported to the next meeting of the Miscellaneous Functions Committee.

28.3 The whole of the regulations relating to Contracts (regulation 7.2 to 7.13) of the Council's Financial Regulations shall be included in the terms of any Contract entered into with a Consultant for capital works.

28.4 No Consultant shall make any decision on whether to award a contract and who a contract shall be awarded to.

29. Assets for Disposal

Assets for disposal other than as those detailed in Standing Order 1.5 must be sent to public auction except where better Value for Money is likely to be obtained by inviting quotations and tenders. These may be invited by advertising on the Council's website. Where quotations and tenders are to be used the method must be agreed with the Head of Financial Services.