

Procurement Services – Document Control Sheet

Document Reference: **Standing Orders for Contracts 2010 – Log of Changes**

Issue	Date	Originator	Authorisation
V0.1	September 2010	Rebecca Francombe	Document came into place
V0.2	January 2011	Rebecca Francombe	Minor changes – See log
V0.3	May 2012	Rebecca Francombe	Minor changes – See log
V0.4	13/09/2013 / 22/11/2013	Rebecca Francombe	Issued following LL producing documents for changes in Standing Orders Document from V0.3 (May 2012) to V0.4 (Nov 2013) – Following Full Council (accepted changes) - Minor Changes made
V0.5	01/01/2014	Rebecca Francombe	Changes made to Value for EU Threshold
V0.6	27/03/2015	Ian Evans	To reflect the changes in the EU Public Contracts Regulations 2015.

The document control process attempts to ensure that in all cases all staff use the latest version of an approved document, where appropriate. No changes in the template format of the live document should be made without the approval of Anne Knibbs who controls the 'Document Control Register'. Any queries, issues, changes required should be referred to Anne Knibbs by email in the first instance.

Standing Orders Document Control Log

<u>Version</u>	<u>Title of Section</u>	<u>Clause Number</u>	<u>Action</u>	<u>Revised Wording</u>
V0.6	Index	7	Add In	Preliminary Market Consultation
		8	Add In	Division of Contracts into Lots
		17	Add In	High Level Schedule 3 Services (Light Touch Regime) between £75,000 and £625,050
		22	Add In	Abnormally Low Tenders
		App E	Add In	Appendix E: High Level Schedule 3 Services (Light Touch Regime) between £75,000 and £625,050
V0.6	Form and Certification of Contracts	2	Amend to	The flowcharts in the Appendices set out the prescribed routes for all procurements in the five bands of contact value (A,B,C, D, E and F – see sections 13 to 18 below).
V0.6			Amend to	Contracts in Band C,D, E and F <i>can be (as well as those contracts specified by the Head of Legal Services) under seal and attested by the Head of Legal Services or the Chief Executive or such other Officer Delegated in writing by either of them</i>
V0.6	Compliance	3 3.1(b)	Amend to	The relevant European Procurement Rules (the EU Treaty, the general principles of community law and the European Union's Public Contracts Directive (2014/24/EU) implemented by the Public Contracts Regulations 2015 or such other amendment, variation or replacement Regulations in force from time to time (" Regulations");
V0.6		3.4	Add in	Officers shall take appropriate measures to effectively prevent, identify and remedy Conflicts of Interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all Contractors as set out in the Regulations.
V0.6		3.5	Amend to	All contracts must contain a provision allowing the Council to terminate without compensation in the event that there has been actual or attempted fraud or corruption in connection with the procuring, continuation, renewal or performance of the contract. Including appropriate exclusion grounds as set out in the Regulations.
	Exempt Contracts	(f)	Amend to	The award of contracts for 'emergency' individual placements will remain at the discretion of the Corporate Directors with responsibility for Education & Lifelong Learning and Social Services in accordance with the Regulations.

V0.6	Internal Providers	5.2	Amend to	Where the in-house provider is able to and has the capacity to undertake the works, the works should automatically be allocated subject to approval of the relevant Head of Service and in accordance with any funding terms and conditions and such decisions shall be recorded in writing. If in such a case the relevant Head of Service does not wish to use the in-house provider then they must seek approval from the Council's Corporate Management Team prior to the commitment of the procurement.
V0.6	Preliminary Market Consultations	7.1	Add In	Before commencing a Procurement the Council may conduct market consultations with a view to preparing the procurement and informing Contractors of the Council's procurement plans and requirements, including seeking or accepting advice from independent experts or Contractors.
V0.6		7.2	Add In	Prior to undertaking market consultation, advice and guidance must be sought from the Head of Procurement to ensure that such preliminary consultation does not have the effect of distorting competition and does not result in violation of the principles of non-discrimination, <i>transparency and proportionality</i> "?;
V0.6	Division of Contracts into Lots	8.1	Add In	The Council may where it considers appropriate decide to award a contract in a form of separate lots and may determine the size and subject matter of such lots in accordance with the Regulations.
V0.6		8.2	Add In	Where the Council has decided not to subdivide a contract into lots it shall provide an indication of the main reasons within the procurement documentation or as provided within the Regulations.
V0.6	Collaborative Arrangements	11.1	Amend to	When a requirement can be fulfilled through an existing arrangement already established by another Public Sector Organisation and the requirements of the Regulations complied with by that Public Sector Organisation, the arrangement will be in compliance with these Standing Orders for Contracts. This includes purchasing through arrangements that have been entered into for example but not limited to National Procurement Service (NPS), Crown Commercial Services (CCS) and the Welsh Purchasing Consortium (WPC).
V0.6	Estimating the Contract Value	12.1	Amend to	For the sake of consistency, all Contract values should be calculated, strictly in accordance with the Regulations. For the purposes of these Standing Orders the value of any contract shall be taken as the value or consideration for the contract as a whole over the contract period (which is normally a three or four year period). The Council shall make the best use of its purchasing power by aggregating purchases wherever possible. In particular contracts for supplies, services or works shall not be split (disaggregated) in an attempt to avoid the applicability of these Standing Orders for Contracts or the Regulations.

V0.6		12.2		The evaluation of cost shall be carried out on the basis that the Council seeks the most economic packaging of the contract. Deliberate downsizing of contracts in order to avoid any provisions of Standing Orders of Contracts or the Regulations shall not be permitted.
V0.6	Schedule 3 Services (Light Touch Regime) between £75,000 and £625,050 (Band E)	17	Add in	See Appendix E
V0.6	High Value Contracts for Works (Tenders) – Over £4,322,012 (Band F)	18	Add in	See Appendix F
V0.6	Errors in Tenders/Quotations and Non-Compliant Tenders/Quotations	21	Amend to	Tenders/Quotations which do not comply with the Council's requirements as set out in the invitation to tender/quote or which contain minor errors must be dealt with in accordance with the guiding principles set out within the Regulations and upon compliance with advice received from the Head of Procurement (or Delegated Procurement Officer). An example would be (but not limited to) in the event that a genuine pricing and/or arithmetical error has been made by the contractor which has come to the attention of the Council prior to a contract award being made. In such a case, they may be given an opportunity to correct that error. No correction shall be allowed unless considered proportionate and does not distort competition in accordance with the Regulations. No other adjustment, revision or qualification is permitted. All areas of rectification or clarification must be conducted in writing
V0.6	Abnormally Low Tenders	22.1	Add in	Where as a result of identifying that the overall tendered price or costs raises significant doubts that the Contractor will be able to complete the contract within the contract terms, the Council shall require tenderers to explain the price or costs proposed. This must be undertaken in accordance with the Regulations and in consultation with the Head of Procurement.
V0.6	Post Tender Negotiation	23.1	Amend to	Where procurement is conducted pursuant to the Regulations, no post-tender negotiations are permitted. The Head of Service may seek clarification from tenderers where appropriate in consultation with the Head of Procurement. Negotiations on price are never permissible except where provided for within the Regulations.
V0.6		23.2		Where procurements do not need to strictly comply with the Regulations the Head of Procurement may authorise negotiations if considered to be in the best interest of the Council in accordance with guiding principles of the Regulations.
V0.6		23.3		At all times during the procurement process the Council shall ensure that all tenderers are treated equally and in a non-discriminatory, transparent and proportionate manner.

V0.6	Contract Award Notice	24	Amend to	Where a contract has been tendered pursuant to the Regulations, the Council shall publish a contract award notice in the Official Journal of the European Union no later than 30 days after the date of award of the contract or such other requirements or time limits as are set out in the Regulations. This will be done by the Head of Procurement (or Delegated Procurement Officer).
V0.6	Contract Terms and Conditions	25.1	Amend to	The relevant Head of Service shall use their best endeavours to ensure that Contracts are entered into on the appropriate set of Council's terms and conditions, which shall be included with each purchase order or invitation to tender. Where this is not possible, variations to the relevant Council terms and conditions and/or the terms and conditions submitted by a contractor must be formally approved in writing by the Head of Legal Services. However, no amendment to the Council's terms and conditions or the terms and conditions submitted by a Contractor shall contravene the requirements set out within the Regulations and in particular but not limited to Regulation 73.
		25.3		Where the terms do not expressly provide for extension and prior to the expiry of the contract, if it is felt to be in the Council's interests to extend a contract, then this can only be to the extent that the Regulations allow. For instance, if the Regulations apply to the goods, works or services under the contract and if the value of the proposed extension exceeds the relevant threshold, then this is likely to be regarded as a new contract and should be competitively procured, unless one of the narrow exceptions in the Regulations applies. In cases to which the Regulations do not apply, any extension must be by negotiation in accordance with the guiding principles of the Regulations. In all cases, the extension must follow the rules set out in the Procurement Code of Practice and be approved by the relevant Head of Service and reported to the Head of Procurement for information prior to the extension becoming legally binding on the Council.
V0.6	Sub-Contracting	29	Amend to	Any form of Council sub-contracting must comply fully with these Standing Orders for Contracts and the Regulations.
V0.6	Consultants	30.2	Amend to	Where the Council uses consultants to act on its behalf in relation to any procurement, then the Head of Service shall ensure that the consultants carry out any procurement in accordance with these Standing Orders for Contracts. No consultant shall make any decision on whether to award a Contract or who a Contract should be awarded to. The Head of Service shall ensure that the consultant's performance in relation to procurement is in accordance with these Standing Orders for Contracts and the Regulations.

V0.6	Waiver of Standing Orders for Contracts	32.1	Amend to	Approval of waiver of any of these Contract Standing Orders shall only be given in exceptional circumstances and only following a written report to S.151 Officer, following consultation with and the written approval of the Head of Procurement and the Corporate Director with responsibility for Procurement.
		32.2		When consulting with the Head of Procurement and the Corporate Director with responsibility for Procurement, the originator of the report requesting a waiver of Standing Orders is responsible and accountable for making sure that the contents of the report are factually correct. The originator of the report should ensure that all supporting documentation is retained on an easily accessible file for auditing purposes. Should it be found that incorrect information has been knowingly or negligently submitted or omitted in order to obtain approval for a waiver of these Standing Orders the originator of the report may be subject to the Council's disciplinary procedures.
V0.6	Appendix A	Information	Amend to	Estimating the contract value should always take into account the provisions of para. 12
		Adjacent to Start	Add In	Consider Internal Providers refer to 5.1 of Standing Orders
V0.6	Appendix B	Information	Amend to	Estimating the contract value should always take into account the provisions of para. 12
		Adjacent to Start	Add In	Consider Internal Providers refer to 5.1 of Standing Orders
		End	Amend to	Input on Contracts Register
V0.6	Appendix C	Information	Amend to	Estimating the contract value should always take into account the provisions of para. 12
		Adjacent to Start	Add In	Consider Internal Providers refer to 5.1 of Standing Orders
		End	Amend to	Input on Contracts Register
V0.6	Appendix D	Information	Amend to	Estimating the contract value should always take into account the provisions of para. 12
		Adjacent to Start	Add In	Consider Internal Providers refer to 5.1 of Standing Orders
		End	Amend to	Input on Contracts Register
V0.6	Appendix E	Information	Amend to	Estimating the contract value should always take into account the provisions of para. 12

		Adjacent to Start	Add In	Consider Internal Providers refer to 5.1 of Standing Orders
		End	Amend to	Input on Contracts Register
V0.6	Appendix F	Information	Amend to	Estimating the contract value should always take into account the provisions of para. 12
		Adjacent to Start	Add In	Consider Internal Providers refer to 5.1 of Standing Orders
		End	Amend to	Input on Contracts Register