

## Review of Standing Orders

### Report of the Clerk

For further information about this report please contact John Redmond, Chief Fire Officer, on 01743 260203 or Sharon Lloyd, Corporate Support Manager, on 01743 260210.

### 1 Purpose of Report

The purpose of this report is for Members to consider and agree the amendments to Standing Orders for the Regulation of Proceedings and Business and Standing Orders relating to Contracts, which stand adjourned from the Annual Meeting of the Fire Authority.

### 2 Recommendations

The Fire Authority is requested to consider and agree the amendments to the Fire Authority's Standing Orders for the Regulation of Proceedings and Business and Standing Orders relating to Contracts (set out at paragraphs 3 and 4 of this report), which stand adjourned from the Annual Meeting of the Fire Authority, held on 17 June 2015.

### 3 Standing Orders for the Regulation of Proceedings and Business

Officers propose only one minor amendment to Standing Orders for the Regulation of Proceedings and Business, shown below. The full document can be viewed on the Fire Authority's website via the following link:

<https://www.shropshirefire.gov.uk/meeting/17-june-2015>

#### Standing Order No 21 Interest of Members in Contracts and other matters

If any Member of the Authority has any pecuniary interest, that Member must declare that they have a pecuniary interest and must withdraw from the room unless the Standards **and Human Resources** Committee grants a dispensation in favour of the Member/s concerned in accordance with the relevant Regulations.

This change was not picked up in the previous review.

## **4 Standing Orders relating to Contracts**

The majority of the amendments proposed to Standing Orders relating to Contracts reflect the electronic portal tendering process, which is now in place. The proposed amendments are set out in the appendix to this report, with additions shown in bold italics and deletions struck through.

## **5 Implications**

There are no financial implications arising from this report.

## **6 Legal Comment**

The proposed changes are lawful and the Fire Authority has the power to act as set out in this report.

## **7 Appendix**

Standing Orders relating to Contracts

## **8 Background Papers**

Shropshire and Wrekin Fire and Rescue Authority  
Standing Orders for the Regulation of Proceedings and Business

# **Shropshire and Wrekin Fire and Rescue Authority**

## **Standing Orders relating to Contracts**

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# Standing Orders relating to Contracts

## Part I - General

### A Scope

- A1** The objective of these Standing Orders is to ensure that any contract or series of aggregated purchases is properly regulated. Every contract, whether made by, or on behalf of, Shropshire and Wrekin Fire Authority (the Authority), shall comply with these Standing Orders unless specially authorised otherwise (see Special Exemption). These Standing Orders do not apply to contracts of employment or contracts relating to interests in land.
- A2** These Standing Orders are supported by Procurement Policies and Procurement Procedures set out in Brigade Orders. The Chief Fire Officer will review the Procurement Policies and Procedures from time to time.
- A3** These Standing Orders must be used in conjunction with the Financial Regulations Standing Orders of the Authority and apply to all contracts for works and the supply of goods and of services to the Authority. They remain subject to any relevant statutory or regulatory requirement of law or the European Union (EU).
- A4** There is delegated to the Chief Fire Officer and, in his absence, to the Deputy Chief Fire Officer, power to enter into contracts on behalf of the Authority, subject to compliance with these Standing Orders.
- A5** In these Standing Orders, unless otherwise stated, references to the Chief Fire Officer include such officers to whom the Chief Fire Officer may have delegated in writing the powers in question. It also includes the Treasurer to the Authority, where he/she is making purchases on behalf of the Authority.
- A6** The financial limits specified within these Standing Orders are subject to EU Directives and review by the Authority.
- A7** No increase in the amount payable by the Authority will be permitted except as specifically provided for in the contract.
- A8** The notes to these Standing Orders (printed in italics) are for guidance only and do **NOT** form part of Standing Orders.

### B Definitions

The following expressions shall have the following meanings assigned to them:

- B1** “*A tender*” means a written offer to execute works or supply goods or materials or services.
- B2** “*A quotation*” means a written estimate of the likely cost or charge for the execution of works or the supply of goods or materials or services.

- B3** “*A contract*” means any contract in writing or otherwise for the execution of works, the supply of goods or materials or services. It excludes contracts for the sale or purchase of any interest in land or of employment.
- B4** “*Consideration payable*” means the total value of consideration payable by or to the Authority under the contract or any series of contracts of which it forms a part.
- B5** “*Negotiation*” means any alteration in the terms of a tender offered to the Authority and shall include any variation in the terms of a tender, whether by deletion of any requirement or provision or the rectification of any error or omission or otherwise.
- B6** “*EU Legislation*” or “*EU Directives*” mean the European Union Procurement Directives that set out the compulsory expenditure thresholds and procedures for procurement of supplies, services and works. The Directives providing current information can be found on the website for Simap - the information system for European public procurement at the following link:

[http://simap.europa.eu/index\\_fr.htm](http://simap.europa.eu/index_fr.htm)  
[http://simap.europa.eu/index\\_en.htm](http://simap.europa.eu/index_en.htm)

### **Explanatory Note**

*The Directives set out specific requirements for the following:*

- (i) *Wording of advertisements*
- (ii) *Choice of open or restricted procedures for tendering*
- (iii) *Minimum timescales for the tendering procedure*
- (iv) *Use of standards or brand names in specifications*
- (v) *Criteria for the award of contracts*
- (vi) *Contract award notices*

- B7** “*Aggregated Value*” means the total value of a series of purchases made of similar items or groups of items during the term of the contract.
- B8** “*The Register*” means the contract register containing schedules of action taken in prescribed form which shall be maintained by Chief Fire Officer and be open to inspection by any Member of the Authority.

### **C Application**

- C1** The procedures in these Standing Orders apply to all contracts with third parties and to all sub-contracts (where a sub-contractor is specified by the Authority to a contractor), and to those contracts to which the provisions of the Local Government Act 1988 apply.
- C2** The Authority requires that all contracts for ‘supplies’ or ‘services’ over the European Union Public Sector Contract Threshold have a tender exercise in accordance with EU legislation. This will ensure legal compliance and use of best practice. ‘Works’ contracts in excess of £500,000 must be addressed in accordance with clause C3 below and may require an EU compliant tender procedure.

Advice must be sought from the Authority's Solicitor or equivalent expert in the event that the use of EU procedures is deemed to be necessary.

- C3** A business case detailing the procurement process to be used must be prepared and approved by the Authority for all contracts with an aggregated value of more than **£1,000,000** £500,000.

### **Explanatory Note**

*The terms 'supplies', 'services' and 'works' in clause C2 above are defined in European procurement thresholds.*

*In legal terms a contract can arise from an oral arrangement just as much as from written documentation. The value of the contract will dictate the form of the documentation as set out in these Orders. For contracts made by the placing of an order, the Authority's official order form and the resulting invoice will be the written evidence; and for contracts where the order was initially placed orally or by purchase card the resulting invoice will be the written evidence. Where the contract arises from the acceptance of a tender, the document will be the Chief Fire Officer's acceptance letter (or notification) and the tender documents.*

## **D Special Exemptions**

- D1** Exemptions from this Standing Order may be obtained where there are special circumstances justifying such exemption, **the use of these orders is inappropriate or would not achieve value for money**, or in cases of urgency. The Chief Fire Officer and the Treasurer, after consultation with the Chair of the Authority, may exempt any contract from any such provision. All such exemptions shall be reported to a meeting of the Authority or relevant committee within 6 months of award.

- D2** In seeking such an exemption it must be clearly stated in the report to the Authority or relevant Committee those paragraphs of this Standing Order for which an exemption is requested and the reasons therefore.

### **Explanatory Note**

*It must be capable of demonstration to a third party that such a course of action was justified and in the best interests of the Authority.*

*A formal process for obtaining approval for exemptions is provided which may be used if alternative purchasing arrangements represent best value.*

## **E Consortium Purchasing and Collaborative Arrangements**

- E1** On every occasion the Authority enters into a contract where the proposed contract is one to which the Authority will be a party in common with other fire or public authorities as part of a consortium or collaborative arrangement, these Standing Orders will not be applicable, provided that such action does not contravene any statutory or EU requirement.

The consortium or lead purchaser of the collaborative group must have its own Standing Orders or approved purchasing strategy, ~~copies of which must be obtained and confirmed by the officer managing the contract and the Chief Fire Officer as being compliant with statutory or EU requirement prior to any procurement.~~

- E2** Further requirements to ensure a consortium tender is bona fide are at Standing Order N 'Tenders to be Bona Fide'.

### **Explanatory Note**

*The existence of Standing Orders within a consortium or collaborative arrangement cannot be assumed to deliver compliance. ~~Copies of these or the purchasing arrangement applied must be obtained and confirmed by the officer managing the contract and the Chief Fire Officer as being compliant with any statutory or EU requirement.~~ **Officers may wish to seek clarification or copies of contract documentation in order to satisfy themselves that procedures followed are adequate.***

### **F When tenders are required**

- F1** The Chief Fire Officer must obtain tenders prior to awarding a contract except when matching the circumstances set out in Standing Order G 'When Tenders Are Not Required'.
- F2** The tendering process should also be followed for those contracts where the supplier will cause serious risk to the Authority or service delivery if the contract does not perform as required. An assessment of this risk is required for all contracts.
- F3** Except as specified in Standing Orders E1 and G4, where the consideration payable to or by the Authority under any contract may be reasonably expected to exceed £15,000 the contractors must be chosen by one of the following methods:
- (i) Selective Tendering by Advertisement
  - (ii) Selective Tendering from Identified Contractors
  - (iii) The EU Tendering Procedure

Where the consideration payable may be reasonably expected to exceed the European Union Public Sector Contract Threshold for 'supplies', 'services', or 'works', (as appropriate to the contract type), the contractors must be chosen using the EU Tendering Procedure.

- F4** Where contracts below the figures referred to in G2 are entered into, the spirit of Standing Orders shall be followed and, whenever practicable, two competitive quotations or catalogue prices shall be obtained.

### **Explanatory Note**

*Part II to these Standing Orders sets out Tendering Procedures.*

## **G When tenders are not required**

- G1** If an exemption from a requirement to tender has been obtained as in Special Exemptions above (Standing Order D).
- G2** The value of the contract is less than £15,000 and contract failure would not create a serious risk to the Authority or service delivery.
- G3** The goods or services are supplied under Consortium Purchasing and/or collaborative arrangements through its own process in accordance with Standing Order E.
- G4** The goods or services are supplied under national procurement arrangements.
- G5** A contract may be entered into by the Authority other than in accordance with Standing Order F in the following circumstances, subject to consultation with the Chair and Treasurer of the Authority:
- (i) Where there is only one supplier and no acceptable alternative.
  - (ii) Where it has been decided to standardise by buying from only one supplier.
  - (iii) For the extension of, addition to, or maintenance of, existing goods materials or services, where this can only be done satisfactorily by the original contractor or supplier.
  - (iv) For the urgent supply of goods, where the Chief Fire Officer is satisfied that the tender process would prevent the supply of goods within the required timescale.
  - (v) For the supply of used or second-hand goods or materials, where the market for such goods or materials is such that it would be unreasonable to tender, or where the time required to complete the tender process is likely to lead to the loss of opportunity to purchase a used or second-hand item.
  - (vi) For the supply of goods, materials or services in any other circumstances, where the Chief Fire Officer is satisfied that there are proper service reasons for not tendering for the supply of goods, materials or services, and where he is satisfied that there will be no financial disadvantage to the Authority as a result of not so tendering.
  - (vii) Where the Chief Fire Officer enters into a contract as described in sub-clauses (i) to (vi) above, it must be determined that such action is reasonable and a written record must be entered in the Register of the action taken and the reason and reported to the Authority.

### **Explanatory Note**

*Tenders are usually the most appropriate way to demonstrate public probity and to secure best value for the Authority.*



*Use of any one of the tendering procedures will be governed by a number of factors, the most important being the anticipated value of the contract in question.*

## **H Contract Values**

**H1** Where the contract is for the purchase of a related group of items, the contract is worth the total price, or estimated total price, of the group.

**H2** ***Where the contract is to extend over a number of years, the contract is worth the total value over the whole contract.***

**H3** Where the contract is for goods to be provided by way of short-term hire, the contract is worth the capitalised value of the goods to be provided. The capitalised value is obtained by multiplying the periodic payment to be made to the hirer by the minimum number of payments agreed to be made under the contract.

**H4** Where the contract is continuous, it is worth the amount which the Treasurer certifies to be the total value of goods or services, which will be taken by the Authority under the contract during the life of the contract.

**H5** Contract figures shall be reckoned exclusive of VAT.

### **Explanatory Note**

*In determining contract values, care must be taken to ensure that the requirements of EU Directives are not breached. In the event of any uncertainty, advice must be obtained from the Authority's Solicitor and or procurement advisor.*

*The total value of a contact where the various components are priced separately but bought from a single supplier to be used together will be for the cost of all the related items.*

## Part II - Tendering Procedures

***The Service will use proprietary electronic tendering systems as its preferred means of advertising and obtaining tenders, including mini-competitions under established frameworks. The systems used shall include the following features:***

- ***The tender opportunity is advertised in national and international electronic journals.***
- ***Tenderers are able to download definitive contract documents.***
- ***Pre-tender clarifications and updates to documents are made available to all tenderers.***
- ***Tenders are received electronically.***
- ***Tenders are only made available for assessment after the advertised closing date.***
- ***Post-tender clarifications, acceptance letters, and non-acceptance letters are issued and recorded through the system.***

### **I Advertising**

#### **I1 Selective Tendering by Advertisement**

An advertisement saying what the contract is for and asking for the names of contractors interested in tendering must appear in at least one local newspaper circulating throughout the County area and in a relevant trade journal, where considered appropriate. Details shall be entered in the Register.

A copy of the advertisement may be sent to all appropriate contractors.

The number of contractors invited to tender shall be in accordance with Standing Order J2 (i) and (ii).

#### **I2 Selective Tendering from Identified Contractors**

Tenders may be invited from specialist contractors identified by the organisation. The number of contractors invited to tender shall be in accordance with clauses J2 (i) and (ii).

#### **Explanatory Note**

*The Chief Fire Officer may maintain a list of 'approved' contractors including those who have previously provided, or been invited to provide, goods or services. Suppliers may also be identified through consultation with users of similar goods or services or through review of specialist press.*

#### **I3 The EU Tendering Procedure**

Advertisements shall be placed in the Official Journal of the European Union to accord with European Law and any directive of the EU for the time being in force in the United Kingdom.

## **J Invitation to Tender**

**J1** Selection of contractors in accordance with this Standing Order for individual projects shall be made by the Chief Fire Officer or his duly nominated representative.

## **J2 Number of External Contractors to be Invited to Tender**

(i) Contracts estimated to cost less than £25,000

Not less than 2 contractors shall be invited to tender, ~~provided that where the sole contractor on the **Approved List** is considered suitable, that contractor may be invited to tender.~~

(ii) Contracts estimated to cost £25,000 or more

Not less than 4 contractors shall be invited to tender, unless fewer than 4 contractors have applied and are considered suitable, when all shall be invited to tender.

(iii) Contracts estimated to cost £100,000 or more

Not less than 6 contractors shall be invited to tender, unless fewer than 6 contractors have applied and are considered suitable, then all shall be invited to tender.

**J3** Tenderers will be advised that the Authority does not bind itself to accept the lowest or any tender.

## **K Submission of Tenders**

### **K1 Form and Receipt of Tenders**

***Tenders shall be received through a proprietary electronic tendering system.***

~~Each invitation to tender shall state that:~~

- ~~(i) No tender will be received except~~
- ~~a) in a plain sealed envelope which may bear the word "Tender" followed by the subject to which it relates but shall not bear any name or mark indicating the sender; or~~
  - ~~b) to a defined electronic mail box specifically for this purpose.~~
- ~~(ii) The officer to whom tenders are to be returned shall make arrangements for every tender received to be retained in secure custody unopened until the time appointed for its opening.~~

### **K2 Return Date**

Tenders in respect of each contract shall be returnable by the time and date specified in the contract documentation which shall be the same date and time for each particular contract. Failure to comply will render a tender void and unacceptable.

~~Tenders submitted by facsimile will not be considered as valid and will render the tender void and unacceptable.~~

The Chief Fire Officer shall maintain all tender documents received by him/her, including matters provided for as prime costs or provisional sums in larger contracts for building works, for a period of 2 years. All documentation received from the successful contractor shall be maintained for the full contract (including warranty) period or such longer period as he/she thinks fit.

### **Explanatory Note**

*A variation to such procedures may be required as a consequence of the need to adhere to EU Directives, or if tenders are to be received by the Authority's solicitor or procurement advisor.*

*Officers must ensure that a properly addressed return label including the date and time of return is sent out with all tender documents.*

*Wherever practicable a minimum of 10 working days should be allowed for the return of tenders, but officers should consider the adequacy of any time given.*

*Particular care should be taken to ensure that the identity of the sender is not known prior to the formal opening process.*

*A unique email address will be established for each tender and this address will not be accessed until the formal tender opening.*

## **L Opening of Tenders**

~~L1 — At least two persons shall be present at the opening of tenders.~~

~~L2 — The Register shall record all tenders opened and those in attendance at the opening of tenders and show:~~

~~(i) — The numbers of tenderers invited to tender; and~~

~~(ii) — Those who did tender with the amount of the tender price and period for completion.~~

~~The entry in the Register shall be signed by the person opening the Tender and countersigned by witnessing officer.~~

~~L3 — Tenders shall not be opened, if they are received after the closing time and date or if they do not comply with any provision set out in K above.~~

**L1 Officers carrying out tender evaluation will access tenders on the electronic tendering system only after the closing date and time for receipt of tenders.**

- L2** Where the circumstances so warrant, the Chief Fire Officer may postpone for a reasonable period of time the closing time and date for receipt of tenders, provided that all persons from whom tenders have been invited are notified by the same method and that no tenders have been opened.
- L3** No substantive alteration or amendment shall be permitted to any tender received.

### **Explanatory Note**

*A variation to such procedures may be required as a consequence of the need to adhere to EU Directives, or if tenders are to be received by the Authority's solicitor or procurement advisor.*

~~*Standing Order L4 is to cater for circumstances, such as a postal strike, where some extension of the closing date for the receipt of tenders may be desirable in the interests of fair competition and to provide best value to the Authority.*~~

*Once all tenders have been evaluated, any corrected arithmetical error included in a successful tender should be referred to the tenderer for acceptance. No other amendment may be made.*

### **M Acceptance of Tenders**

- M1** The Chief Fire Officer will identify the most economically advantageous tender, having regard for cost and quality of supply.
- M2** The Chief Fire Officer may accept the most economically advantageous tender, if it is also the lowest cost compliant tender.
- M3** After consultation with the Chair and/or Vice Chair of the Fire Authority, the Chief Fire Officer may accept the most economically advantageous tender, if this is not the lowest compliant tender.

In assessing the most economically advantageous tender the following must be considered:

- (i) A material improvement in specification or quality in contrast to the lowest cost tender and where the Chief Fire Officer is of the opinion that there are justifiable reasons by virtue of specification that a tender other than the lowest cost tender represents the best value for money.
- (ii) When the supplies tendered for are not available for immediate supply and where in the opinion of the Chief Fire Officer by reason of their non-availability another tender might reasonably be regarded as the most economically advantageous tender.

All action taken under this Standing Order shall be recorded in the Register together with particulars and a statement of reasons and reported to the following meeting of the Authority or relevant Committee.

**M4** Negotiations should normally only be carried out with an identified preferred tenderer (that identified as lowest cost or most economically advantageous).

In some circumstances, particularly complex tenders involving some element of contractors design, it may be necessary to carry out negotiation with some or all of the tenderers in order to identify the preferred tenderer. In these cases negotiations may be carried out with any tenderer regarding any aspect of their tender, including cost, design and specification.

All negotiations will be conducted on an ethical basis; the principle being to improve the quality or value of the submission and with the contractor being clearly advised of the objectives to be achieved through negotiation.

Negotiations will not be carried out competitively between tenderers and all tendered submissions will remain confidential.

Negotiations will normally be carried out by at least two officers, including at least one with specialist procurement training. Full records of all negotiations will be maintained, including details of suggested amendments from either party and the purpose, effect and justification for these proposals.

## **M5 Consortium Purchasing and Standing Offer Arrangements**

Where the tender is for a standing offer comprising a range of different goods or services at different tender prices, the Chief Fire Officer, after consultation with the Chair or Vice-Chair of the Fire Authority, may accept the most suitable tender irrespective of contract value **PROVIDED THAT** full details of the contract in question shall be recorded in the Register together with a statement of reasons and reported to a meeting of the Authority or relevant Committee within 6 months of award.

### **Explanatory Note**

*A compliant tender is one that meets the specification criteria in all important aspects, and is submitted in accordance with the tender arrangements. A tender which does not meet the specification criteria or which is not submitted in accordance with the tender arrangements may be rejected and not considered. The reasons for this rejection must be recorded.*

*Negotiation may be used to improve offers received, particularly through incorporation of a contractor's alternative proposals or suggestions; however it is not appropriate for all contracts. In many cases, particularly fixed priced tenders, it may be more appropriate to accept or decline offers on the basis of information provided.*

*When carrying out negotiations Officers must be aware of the risk of misinterpretation of their actions and ensure that sufficient records are maintained to demonstrate probity.*

*No substantive alteration or amendment to any tender shall be permitted, except as part of a formal negotiation process.*

*Particular note should be taken of the clause M4 above. Negotiation is, and must be seen to be, a process for improving the quality or value of submissions, not a process to enable appointment of a contractor other than the initially successful tenderer.*

*The use of 'normally' in clause M5 is to enable negotiation by telephone. Negotiation of potentially contentious areas should be conducted in meetings with at least 2 officers present.*

*The Chief Fire Officer may accept lowest cost tenders where expenditure is included in approved estimates. Where other than lowest cost tender is accepted in compliance with these Standing Orders, reasons must be recorded in the Register and reported to a meeting of the Authority or relevant committee.*

## **N Tenders to be bona fide**

**N1** The following expressions in Standing Orders N2 and N3 below shall have the following meanings assigned to them:

- (i) "Person" includes any persons and any body of persons, corporate or unincorporated.
- (ii) "Person outside the consortium" means, where the consortium is a partnership a person other than a partner or an employee of a partner or the partnership, or where the consortium is a company a person other than a company holding shares in the consortium or any employee of such a company or the consortium.
- (iii) "Agreement" or "Any agreement or arrangement" includes any such arrangement or transaction, formal or informal and whether legally binding or not.

**N2** Every person or body submitting a tender for consideration by the Authority shall certify that it is a bona fide tender intended to be competitive and that the tenderer has not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement with any person and that he or it has not done, and undertakes not to do, at any time before the hour and date specified for the return of the tender, any of the following acts:

- (i) Communicating to a person, other than the person calling for those tenders, the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- (ii) Entering into any agreement or arrangement with any person that he or it shall refrain from tendering or as to the amount of any tender to be submitted.

- (iii) Offering or paying, or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

**N3** In the case of a consortium submitting a tender for consideration by the Authority the consortium shall certify that it is a bona fide tender which is intended to be competitive and that they have not done and will not do at any time before the hour and date specified for the return of the tender any of the following acts:

- (i) Entering into any agreement with any person outside the consortium with the aim of preventing tenders being made or as to the amount of any tender or the conditions on which the tender is made.
- (ii) Informing a person outside the consortium, other than the person calling for the tender, of the amount or the approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- (iii) Causing or inducing any person to enter into such an agreement as is mentioned in paragraph (i) above or to inform the consortium of the amount of any rival tender for the contract.

**O Nominated Sub-Contractors / Nominated Suppliers under a main contract**

**O1** No nominated sub-contractor shall be engaged in work for the Authority who has not first produced to the appropriate Officer of the Authority:

- (i) A sub-contractor's tax certificate in accordance with legislation; and
- (ii) A statement in writing satisfying the Authority as to compliance with the Authority's policies, such as its health and safety policy.

**O2** Sub-contractors or suppliers to be nominated to a main contractor shall be appointed in accordance with these orders, as if they were a contractor to be employed by the Authority.

**O3** It shall be a condition of the employment by the Authority of any person (not being an officer of the Authority) to supervise a contract that, in relation to such contract, he/she shall comply with the requirements of this paragraph as if he were an officer of the Authority.



## **P The Contract**

### **P1 Form of Contract**

Every contract for the execution of work or the supply of goods or services exceeding £2,500 shall be in writing and signed by a person duly authorised by these Standing Orders. Verbal agreements or agreements made by the use of purchase cards are required to comply with the spirit of these Standing Orders.

**P2** Every contract in writing shall specify:

- (i) The work, materials, matters or things to be furnished, had or done.
- (ii) Where appropriate, the price to be paid, with a statement of discounts or other deductions.
- (iii) Where appropriate, the time or times within which the contract is to be performed.

### **P3 Liquidated and Ascertained Damages**

Contracts for the execution of work shall provide, where appropriate, for liquidated damages to be paid by the contractor in case the terms of the contract are not duly performed.

### **P4 Standards**

Where an appropriate British Standard or British Standard Code of Practice issued by the British Standards Institution or equivalent European Standard is current at the date of the tender, every contract shall, where reasonable and practicable, require that, all goods and materials used or supplied and all workmanship shall not be inferior to that standard.

### **P5 Cancellation of Contract**

There shall be inserted in every contract executed as a Deed a clause empowering the Authority to cancel the contract and to recover from the contractor the amount of any loss sustained by the Authority as a result of such cancellation in each of the following cases:

- (i) If the contractor or any person engaged by him shall have offered or have given or agreed to give to any person:
  - Any gift or consideration of any kind as an inducement
  - Any reward for doing or not doing any thing in relation to the obtaining of the contract
  - Any reward for showing or not showing favour or disfavour in relation to any contract with the Authority

- (ii) If the contractor or any person engaged by him shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- (iii) If the contractor shall fail to comply with any provision of these Standing Orders.

## Part III - Miscellaneous

### Q Sales

**Q1** Surplus goods and materials belonging to the Authority may be sold by the Chief Fire Officer subject to compliance with Financial Regulations.

**Q2** Where sales are proposed, the procedures set out in these Standing Orders for the purchase of goods shall be followed, but "highest" shall be substituted for "lowest" in relevant paragraphs.

### R The Appointment of Consultants

**R1** Any consultant, who is responsible to the Authority for the preparation and/or supervision of a contract on its behalf, shall:

- (i) Comply with these Standing Orders as though he were the Chief Fire Officer, subject to the modification that the procedure to be followed for inviting, opening and accepting tenders shall be approved in advance by the Chief Fire Officer;
- (ii) At any time during the carrying out of the contract, produce on request to any officer authorised by the Authority all the records maintained by him in relation to the contract; and
- (iii) On completion of a contract, transmit all such records to the Chief Fire Officer.

### S Agency Contracts

**S1** In relation to a contract or sub-contract which is being let on behalf of a Public Agency, (e.g. the Home Office) any provision of these Standing Orders which is inconsistent with the Standing Orders of that Agency will at the discretion of the Chief Fire Officer not apply in relation to that contract.

## The Approved List Tendering Procedure

- (a) This paragraph shall have effect where the Authority or the Chief Fire Officer in accordance with a delegated power has determined that a list shall be kept of persons to be invited to tender for contracts for the execution of any work or supply of goods or services of specified categories, values, or amounts.
- (b) The list shall:
- (i) Be compiled and maintained by the Chief Fire Officer;
  - (ii) Contain the names of all persons who wish to be included in it and are approved by the Chief Fire Officer; and
  - (iii) Indicate for which category or categories and values a person is approved.
- (c) At least 4 weeks before the list is first compiled or such other lesser period as may be provided by statute, notices inviting applications for inclusion in it shall be published in one or more newspapers or journals circulating among such persons as undertake contracts of the specified values or amounts or categories and on which days.
- (d) The list shall be kept under review. As part of each review each person whose name appears in the list shall be asked whether he wishes his name to remain therein and notices inviting applications for inclusion in the list shall be published as provided by sub-paragraph (c) of this paragraph. A review shall take place at intervals not exceeding 3 years.
- (e) **References**
- Technical References shall be sought for all contractors wishing to be included in the list. Financial references shall be sought prior to any invitation to tender for supplies estimated to exceed £25,000 in value or amount and for contracts which will cause serious risk to the Authority if not performed as required. The need to obtain such references for other contracts shall be at the discretion of the Treasurer.
- (f) No contractor shall be included in a list to tender for contracts unless it has demonstrated competence in accordance with the Authority's supplier approval policy. This policy sets requirements for information and standards relative to the type of risk the contract represents to the Authority.