

SOUTH WALES FIRE & RESCUE
PROCUREMENT CONTRACT STANDING ORDERS

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All costs stated in these Standing Orders are exclusive of VAT

A BRIEF GUIDE TO CONTRACT STANDING ORDERS

These Contract Standing Orders (issued in accordance with section 135 of the 1972 Local Government Act) are intended to promote good procurement practice and public accountability and deter corruption. Following these Standing Orders is the best defence against allegations that a purchase has been made incorrectly or fraudulently.

Officers responsible for procurement or disposal must comply with these Contract Standing Orders. They lay down minimum requirements although a more thorough procedure may be appropriate for particular contracts and it is therefore recommended that advice be sought from a member of the Procurement team.

The Standing Order covers both Capital and Revenue expenditure contracts, from large complex Capital Schemes to goods and services of a revenue nature. They have to be followed for all spend irrespective of funding source e.g. Fire Authority, Welsh Government etc.

For the purposes of these Standing Orders, where there is a requirement for communication to be in writing, this shall be deemed to include e-mail and fax transmissions as well as hard copy. Officers of the service must:-

- Follow the Standing Orders and accompanying Procurement Procedural Guide if you purchase goods, services or works.
- Take all necessary legal, financial and professional advice.
- Declare any personal financial interest in a contract. Corruption is a criminal offence.
- Appraise the purchasing need and ensure that the Most Advantageous Tender (MAT) route is followed to select the most suitable supplier when undertaking a competitive procurement exercise.
- Check whether there is an existing Corporate Contract, Framework or Dynamic Purchasing System that you can make use of before undergoing a competitive process. The Procurement Team can provide guidance in this regard.
- Allow sufficient time for the submission of bids.
- Keep bids confidential.
- Complete a written contract and/or provide a Fire and Rescue Service purchase order before the supply or works begin.
- Identify a project lead with responsibility for ensuring the contract delivers as intended.
- Keep documented records of dealings with suppliers.
- Assess each contract throughout its term to see how well it is meeting the contractual requirements..

SECTION 1: SCOPE OF CONTRACT STANDING ORDERS

CSO1 BASIC PRINCIPLES

- 1.1 All purchasing and disposal procedures must:
- a) achieve Best Value for public money spent on the most advantageous tender (MAT) methodology
 - b) be consistent with the highest standards of integrity
 - c) ensure fairness in allocating public contracts
 - d) comply with all legal requirements
 - e) ensure that Non-commercial Considerations do not influence any Contracting Decision
 - f) support the corporate and departmental aims and objectives
 - g) comply with the Wales Fire & Rescue Procurement Service Strategy

CSO2 OFFICER RESPONSIBILITIES

2.1 Officers

2.1.1. Officers responsible for purchasing or disposal must comply with these Contract Standing Orders, Financial Regulations, the Code of Conduct and with all UK and World Trade Organisation Government Procurement Agreement (WTO GPA) binding legal requirements. Officers must ensure that any Agents, Consultants and contractual partners acting on their behalf also comply.

2.1.2 Officers must:

- a) have regard to the guidance within the Procurement Procedures
- b) check whether a suitable Corporate Contract, Framework or Dynamic Purchasing System exists before seeking to let another contract; where a suitable Corporate Contract, Framework or Dynamic Purchasing System exists, this must be used unless there is an auditable justification not to
- c) keep the records required by CSO6
- d) take and duly consider all necessary legal, financial and professional advice.

2.1.3 When any employee either of the authority or of a service provider may be affected by any transfer arrangement, Officers must ensure that the Transfer of Undertaking (Protection of Employment) (TUPE) issues are considered and obtain legal advice before proceeding with inviting Tenders or Quotations.

2.2 Chief Officers

2.2.1 Chief Officers must:

- a) ensure that their staff comply with these Contract Standing Orders
- b) ensure that contracts completed by signature or seal are forwarded to the Procurement Department who will arrange for their safekeeping. A copy is also to be retained by the user department.
- c) ensure that exemptions are properly recorded under CSO3.

CSO3 EXEMPTIONS, COLLABORATIVE AND E-PROCUREMENT ARRANGEMENTS

3.1 Exemptions

3.1.1 Exemptions to these Contract Standing Orders will only be granted in exceptional circumstances upon receipt of the PROC02 Exemption Request Form. Where exemptions are granted this does not negate the need to have a contract in writing in accordance with these Contract Standing Orders. Guidance upon when exemptions may be appropriate can be found in the Procurement Procedures.

3.1.2 Where a proposed contract is likely to exceed the WTO GPA Threshold for Supplies, Services and Works Contracts, subject to CSO 3.1.3, no officer has delegated powers to grant an exemption.

3.1.3 Where an exemption is necessary because of an unforeseeable emergency involving immediate risk to persons, property or serious disruption to Fire and Rescue Authority services, the Designated Officers may jointly approve the exemption but if the value of the exemption exceeds £25,000 they must prepare a report for the next Fire and Rescue Authority to support the action taken where applicable.

3.1.4 All exemptions must be recorded using the PROC02 Request for Exemption Form. Exemptions shall be managed and approved by the Procurement Officer together with any relevant authorised officer.

3.1.5 The Procurement Team must monitor the use of all exemptions.

3.2 Collaborative Procurement

3.2.1 In order to secure Value for Money, the Authority may enter into collaborative procurement arrangements. The Officer must consult the Procurement team where the purchase is to be made using collaborative procurement arrangements with another public sector body.

3.2.2 All purchases made via another public sector body are deemed to comply with these Contract Standing Orders and no exemption is required. However, purchases above the WTO GPA Threshold must be let under the Public Contract Regulations 2015 (or any subsequent enactment), unless the public sector body has satisfied this requirement already by letting their contract in accordance with the Public Contract Regulations 2015 (or any subsequent enactment) on behalf of the authority and other consortium members.

3.2.3 Advice must be sought from a member of the Procurement team regarding the terms and conditions of contract applicable to any collaborative arrangement, including the requirement to undertake competition between providers, copies of which must be retained by Procurement.

3.3 E-Procurement

3.3.1 The use of e-procurement technology does not negate the requirement to comply with all elements of these Contract Standing Orders, particularly those relating to competition and Most Advantageous Tender or Quote.

CSO4 RELEVANT CONTRACTS

- 4.1 All Relevant Contracts must comply with these Contract Standing Orders. A Relevant Contract is any arrangement made by, or on behalf of, the Authority for the carrying out of works or for the supply of goods, materials or services. These include arrangements for:
- a) the supply, maintenance or disposal of goods
 - b) the hire, rental or lease of goods or equipment
 - c) the delivery of services, including (but not limited to) those related to:
 - i. the recruitment of staff
 - ii. land and property transactions
 - iii. financial and consultancy services.

- 4.2 Relevant Contracts do not include:
- a) contracts of employment which make an individual a direct employee of the authority, or
 - b) land transaction agreements for which Financial Regulations shall apply.

SECTION 2: COMMON REQUIREMENTS

CSO5 STEPS PRIOR TO PURCHASE

- 5.1 The Officer must appraise the purchase, in a manner commensurate with its complexity and value, and taking into account any guidance in the Procurement Procedure, by:
- a) appraising the need for the expenditure and its priority
 - b) defining the objectives of the purchase
 - c) assessing the risks associated with the purchase and how to manage them
 - d) considering what procurement method is most likely to achieve the purchasing objectives, including internal or external sourcing, partnering, packaging strategy, carbon reduction, social value, the circular economy and collaborative procurement arrangements with other public sector bodies
 - e) consulting users as appropriate about the proposed procurement method, contract standards and performance and user satisfaction monitoring
 - f) drafting the special terms and conditions that are to apply to the proposed contract for approval by the procurement officer in the first instance
 - g) setting out these matters in writing using the PROC05 Pre-procurement form if the Total Value of the purchase exceeds £25,000.
- 5.2 The Officer must confirm in writing to the Procurement Officer that there is specific authority or delegated approval for the expenditure for all purchases over £25,000

CSO6 RECORDS

- 6.1 For all procurements the following records must be kept:
- a) any exemptions and the reasons for them
 - b) the method for obtaining tender/quotes (see CSO 8.1)
 - c) the Award Criteria in descending order of importance
 - d) quotation/tender documents sent to and received from Suppliers
 - e) clarification and post-quotation/tender negotiation (to include minutes of meetings)

	<ul style="list-style-type: none"> f) any Contracting Decision and the reason for it g) the reason for selecting the winning supplier. h) Documented records of communications with the successful contractor i) the contract documents j) post-contract evaluation and monitoring k) communications with Tenderers and with the successful contractor throughout the period of the contract.
6.2	<p>Successful quotations and tenders must be kept for six years after the end of the contract. Where a contract is signed under seal then the retention period is twelve years after the end of the contract. Documents which relate to unsuccessful Tenderers should be kept for 12 months from award of contract, provided there is no dispute about the award.</p>

CS07 ADVERTISING, APPROVED LISTS AND FRAMEWORK AGREEMENTS	
7.1	Identifying and Assessing Potential Tenderers
7.1.1	<p>Officers shall ensure that, where proposed contracts, irrespective of their Total Value, might be of interest to potential Suppliers located in member states of the EU, a sufficiently accessible advertisement is published. Generally, the greater the interest of the contract to potential bidders from member states of the EU, the wider the coverage of the advertisement should be. Officers should seek the professional advice of their Procurement Officer to ensure suitable advertisements are made. Examples of where such advertisements may be placed include:</p> <ul style="list-style-type: none"> a) portal websites specifically created for contract advertisements such as Sell2Wales b) national official journals, or c) Find a Tender Service (FTS)
7.1.2	<p>Officers are responsible for ensuring that all Tenderers for a Relevant Contract are suitably assessed. The assessment process shall establish that the potential Tenderers have sound:</p> <ul style="list-style-type: none"> a) economic and financial standing b) technical ability and capacity to fulfil the requirements of the authority <p>Officers should seek professional financial advice on economic and financial standing for risk critical and or high value procurements.</p>
7.1.3	<p>Suitable assessment shall be achieved in respect of proposed contracts that are expected to exceed the WTO GPA Threshold for Supplies, Services and Works Contracts by selecting firms from:</p> <ul style="list-style-type: none"> a) Framework Agreements; or b) Dynamic Purchasing Systems; or c) Shortlists assessed from expressions of interest in a particular contract submitted in response to a public advertisement through a restricted procedure; or d) Evaluation of offers received in response to a public advertisement through an open Procedure
7.2	Approved or Select List
7.2.1	To facilitate the administration of an "Approved or Select List" the "Constructionline" register of pre-

	qualified suppliers may be utilised where considered appropriate. The list of preferred bidders must give equal opportunity to prospective suppliers by rotation to ensure no one supplier is favoured. No other form of approved list or select list shall be maintained.
7.3	Framework Agreements
7.3.1	The term of a Framework Agreement in most circumstances should not usually exceed an initial term of four years. There may be exceptional circumstances where a longer term is appropriate and this must be discussed with the procurement team prior to the process commencing. An agreement may be entered into with one or more providers.
7.3.2.	Contracts based on Framework Agreements may be awarded by either: <ul style="list-style-type: none"> a) applying the terms laid down in the Framework Agreement (where such terms are sufficiently precise to cover the particular call-off) without reopening competition, or b) where the terms laid down in the Framework Agreement are not precise enough or complete for the particular call off, by holding a mini competition in accordance with the following procedure: <ul style="list-style-type: none"> i. inviting the organisations within the Framework Agreement that are capable of executing the subject of the contract to submit written Tenders ii. fixing a time limit which is sufficiently long to allow Tenders for each specific contract to be submitted, taking into account factors such as the complexity of the subject of the contract iii. awarding each contract to the Tenderer who has submitted the best Tender on the basis of the Award Criteria set out in the specifications of the Framework Agreement
7.3.3	Copies of the contract must be obtained from the lead organisation whenever possible and the appropriate reference quoted on all correspondence / official orders to ensure compliance.
7.4	Dynamic Purchasing Systems (DPS)
7.4.1	A DPS may be entered into for commonly used, off the shelf, goods and services. Initial set up of the DPS is established by admitting all suppliers who respond to advertising notice meeting our conditions of participation. The period of validity must be outlined in the notice advertising the DPS. The DPS must remain open to suppliers to join throughout its duration, as long as they meet our conditions of participation.
7.4.2	All suppliers on the DPS must be invited to bid for each contract to be awarded. Invites and subsequent supplier responses must be made electronically. Awards must be based on the award criteria set out in the notice advertising the DPS. Direct Awards are not permitted.
7.4.3	When using a DPS set up by another lead organisation the DPS Guidance document of the lead organisation must be used to ensure correct use.
7.4.4	The Procurement Officer must be consulted whenever there is an intention to form or utilise a DPS.
SECTION 3: CONDUCTING PURCHASE AND DISPOSAL	
CSO8 COMPETITION REQUIREMENTS FOR PURCHASE, DISPOSAL AND PARTNERSHIP ARRANGEMENTS	
8.1	Purchasing - Competition Requirements

8.1.1 Where the Total Contract Value for a purchase is within the values in the first column below, the Procurement Procedure in the second column must be followed.	
Total Contract Value for Term including any options to extend (4 year term if not otherwise stated)	Procurement Procedure
Under £5,000 – One Off Under £10,000 - Recurring	Value for Money (1 quote)
£5,000 to £24,999 – One Off £10,000 to £24,999 - Recurring	At least three written quotes or Invitation to Quote (ITQ) on Sell2Wales portal
£25,000 to £119,999	Formal quotations through advertisement and ITQ / Contract Notice on Sell2Wales portal
£120,000 to WTO GPA threshold	Invitation to Tender through advertisement on Sell2Wales portal
Above WTO GPA Threshold	Invitation to tender by advertisement on the Sell2Wales and Find A Tender portals
8.1.2 The Officer must calculate the Total Value including any options to extend in accordance with the definition given in the Definitions Appendix to these Contract Standing Orders. An Officer must not enter into separate contracts nor select a method of calculating the Total Value in order to minimise the application of these Contract Standing Orders.	
8.1.3 Where the WTO GPA Procedure is required, the Officer shall consult a member of the Procurement team to determine the method of conducting the purchase e.g. . Open, Restricted, Competitive Dialogue or Innovation Procedure.	
8.1.4 Where the estimated value is considered to be under the WTO GPA Threshold for Supplies, Services or Works Contracts but on return of quotes it is discovered that the lowest offer is above this amount then a tender process will be implemented.	
8.1.5 Where the estimated value is considered to be under the £25,000 quote threshold limit but on return of quotes it is discovered that the lowest offer is above £25,000 then a variance of £2,500 will be permitted rather than re-starting the formal quote process as this would be more cost effective. Similarly where the estimated value is considered to be under the £120,000 tender threshold limit but on return of quotes it is discovered that the lowest offer is above £120,000 then a variance of £12,000 will be accepted.	
8.2 Assets for Disposal	
8.2.1 Assets for disposal must follow the route as outlined in the Service’s Disposal Procedure. The method of disposal of surplus or obsolete stocks/stores or assets other than land must be formally agreed as outlined in the Services Disposal Procedure and Scheme of Delegations.	
8.2.2 Donations of any assets of the Authority can only be made in accordance with the Service’s Disposal Procedure and Scheme of Delegations	
8.3 Providing Services to External Purchasers	
8.3.1 The Monitoring Officer/Clerk, a member of the Procurement team and Financial Regulations must be consulted where contracts to work for organisations other than the Authority are contemplated.	

8.4	The Appointment of Consultants to Provide Services
8.4.1	Consultant architects, engineers, surveyors and other professional Consultants shall be selected and commissions awarded in accordance with the procedures detailed within these Contract Standing Orders and as outlined in 8.1.1.
8.4.2	The engagement of a Consultant shall follow the agreement of a written brief that adequately describes the scope of the services to be provided and shall be subject to completion of a formal acceptance letter and purchase order for values under £25,000 or contract of appointment / call-off contract for values exceeding £25,000.
8.4.3	Records of consultancy appointments shall be maintained in accordance with CSO6.
8.4.4	Consultants shall be required to provide evidence of, and maintain professional indemnity insurance policies to the satisfaction of the relevant Chief Officer for the periods specified in the respective agreement.
8.5	Nominated Sub-Contractors / Products
8.5.1	Where a sub-contractor, supplier or product is to be nominated to a main contractor these standing orders shall apply. This shall take the form of invitation to open competition.
8.5.2	The terms of such invitation shall require an undertaking by the Tenderer that if they are selected then they will be willing to enter into a contract with the main contractor on terms which indemnify the main contractor against their own obligations under the main contract in relation to the work and goods included in the sub-contract unless provision is made contrary under conditions of contract.
8.5.3	The Officer shall nominate to the main contractor the person whose tender or quote is most satisfactory.

CSO9 PRE- TENDER MARKET RESEARCH AND CONSULTATION	
9.1	<p>The Officer responsible for the purchase:</p> <ul style="list-style-type: none"> a) may consult potential suppliers prior to the issue of the Invitation to Tender or quote in general terms about the nature, level and standard of the supply, contract packaging and other relevant matters, provided this does not prejudice any potential Tenderer; and b) must not seek or accept technical advice on the preparation of an Invitation to Tender or Quotation from anyone who may have a commercial interest in them; and c) must not request a supplier to produce prototypes or run trials of goods prior to a procurement process as this could provide a supplier with a competitive advantage and render them ineligible to tender or quote; and d) must seek advice from a member of the Procurement Team.

CSO10 STANDARDS AND AWARD CRITERIA

10.1 The Officer must ascertain what are the relevant British, European or International standards which apply to the subject matter of the contract. The Officer must include those standards which are necessary properly to describe the required quality. The Procurement Officer must be consulted if it is proposed to use standards other than British or European standards.

10.2 Contracts should be let on a “whole life costing” basis taking into account initial, ongoing and disposal costs. This shall apply to sustainable elements of a contract which may incur costs up front but lead to savings or greater efficiencies overall during the life of the project or asset.

10.3 The Officer must define Award Criteria that are appropriate to the purchase and designed to secure an outcome giving Value for Money for the Authority. The basic criteria shall be:

- a) 'most advantageous', where considerations other than price also apply.
- b) 'highest price' if payment is to be received, or
- c) 'lowest price' where payment is to be made by the Authority

If the first criterion is adopted, it must be further defined by reference to sub-criteria which may refer only to relevant considerations. These may include price, service, quality of goods, running costs, technical merit, previous experience, delivery date, cost effectiveness, quality, relevant environmental considerations, disposal (current stock and/or tendered stock), aesthetic and functional characteristics (including security and control features), safety, after-sales services, technical assistance, social value, added value and any other relevant matters.

10.4 Award Criteria must not include:

- a) matters which discriminate against suppliers who are signatories to the WTO GPA.
- b) Information relating to past performance to the Service (subject to amendments to the Public Contract Regulations)
- c) Personal affiliations, knowledge or experience of suppliers

CSO11 INVITATIONS TO TENDER/QUOTATIONS

11.1 The Invitation to Tender or Invitation to provide a Quotation shall state that no Tender or Quotation will be considered unless it is received by the date and time stipulated in the Invitation. No Tender or Quotation delivered in contravention of this clause shall be considered unless there is proof of there being a technical fault with the relevant tender portal. Dispensation will have to be granted by the Procurement Officer or a relevant officer.

11.2	<p>All formal Invitations to Tender or Quote shall include all of the following:</p> <ul style="list-style-type: none"> a) A specification that describes the Authority's requirements in sufficient detail to enable the submission of competitive offers. b) A requirement for Tenderers to declare that the Tender/Quote content, price or any other figure or particulars concerning the Tender/Quote have not been disclosed by the Tenderer to any other party (except where such a disclosure is made in confidence for a necessary purpose). c) A requirement for Tenderers to complete fully and sign all Tender/Quote documents including a form of Tender/Quote and certificates relating to canvassing and non-collusion. d) Notification that Tenders/Quotes are submitted to the Fire Authority on the basis that they are compiled at the Tenderers expense e) A description of the Award Procedure and, unless defined in a prior advertisement, a definition of the Award Criteria in objective terms along with their weightings in terms of importance. f) A stipulation that any Tenders/Quotes submitted by fax or other electronic means shall not be considered other than through an E-Tendering portal. g) The method by which any arithmetical errors discovered in the submitted Tenders is to be dealt with. In particular, whether the overall price prevails over the rates in the Tender or vice versa.
11.3	<p>All Invitations to Tender or Quotations must specify the goods, service(s) or works that are required, together with the terms and conditions of contract that will apply (see CSO 16).</p>
11.4	<p>The Invitation to Tender or Quotation must state that the Fire Authority is not bound to accept any Quotation or Tender.</p>
11.5	<p>All Tenderers invited to Tender or quote must be issued with the same information at the same time and subject to the same conditions. Any supplementary information must be given on the same basis.</p>

CSO12 SHORTLISTING	
12.1	<p>Any shortlisting must have regard to the financial and technical standards relevant to the contract and the Award Criteria. Special rules apply in respect of tenders above WTO GPA Thresholds.</p>

CSO13 SUBMISSION, RECEIPT AND OPENING OF TENDERS/ QUOTATIONS	
13.1	<p>Tenderers must be given an adequate period in which to prepare and submit a proper Quotation or Tender, consistent with the complexity of the contract requirement. Normally at least four weeks should be allowed for submission of Tenders unless exceptional circumstances prevail. The above WTO GPA Procedure lays down specific time periods and the Procurement Officer will provide advice on these where required.</p>
13.2	<p>All formal Tenders/Quotes must be returned to the Designated Officer or their nominated representative via the relevant tendering portal. Quotes below £25k must be returned either to the designated officer or through the quotes email address where they will be opened simultaneously. Quotes below £25k must be recorded on the PROC4.</p>

13.3	Where a procurement portal is being used all submissions received by other means (e.g. fax/email) must be rejected.
13.4	The Procurement Officer or their nominated representative must ensure that all formal Tenders/Quotes are opened at the same time when the period for their submission has ended. Quotations and Tenders up to the WTO GPA Threshold shall be opened by the relevant designated officers. Electronic Tenders are subject to opening by a member of the procurement team as a full audit trail of all activities is kept on record.
CSO14 CLARIFICATION PROCEDURES AND POST-TENDER NEGOTIATION	
14.1	During the tender process suppliers may seek clarification on any aspects of the tender, in writing. Responses to any clarification queries will be shared with all suppliers who have expressed an interest in the tender unless commercially sensitive. Points of clarification during the tender evaluation period must be carried out by the procurement team.
14.2	If post-tender negotiations are necessary after a single-stage Tender or after the second stage of a two-stage Tender, then such negotiations shall only be undertaken with the Tenderer who is identified as having submitted the best Tender and after all unsuccessful Tenderers have been informed. During negotiations tendered rates and prices shall only be adjusted in respect of a corresponding adjustment in the scope or quantity included in the Tender documents. Officers appointed by the Chief Officer to carry out post-tender negotiations should ensure that there are recorded minutes of all negotiation meetings and that both parties agree actions in writing.
14.3	Post-tender negotiation must only be conducted in accordance with the guidance issued by the Procurement team who must be included and consulted wherever it is proposed to enter into post-tender negotiation. Negotiations must be conducted by a team of at least two Officers, one of whom must be from the procurement team.
14.4	Where post-tender negotiation results in a fundamental change to the specification (or contract terms) the contract must not be awarded but re-tendered.

CSO15 EVALUATION, AWARD OF CONTRACT, AND DEBRIEFING TENDERERS	
15.1	Apart from the debriefing required or permitted by these Contract Standing Orders and any Freedom of Information Requests, the confidentiality of Quotations, Tenders and the identity of Tenderers must be preserved at all times and information about one Tenderer's response must not be given to another Tenderer.
15.2	Contracts must be evaluated and awarded in accordance with the Award Criteria. During this process, Officers shall ensure that submitted Tender prices are compared with any pre-tender estimates and that any discrepancies are examined and resolved satisfactorily.
15.3	The arithmetic in compliant Tenders must be checked. If it becomes clear that there is a clerical error

	<p>in a quote/tender then that quote/tender shall be considered as if such error had been corrected and a quote/tender shall not be invalidated by such a clerical error unless the error is of such a nature as to render it unclear as to what the terms of the quote/tender are. The Tenderer shall be given the opportunity of confirming or withdrawing the corrected Tender. In the case of an otherwise successful Tender, should it be withdrawn, then the next competitive Tender in the evaluation process can be considered.</p>
15.4	<p>Officers may accept Quotations and Tenders received in respect of proposed contracts and award these to the successful Tenderer, provided expenditure has been approved by the Fire Authority and a budget been allocated and these have been evaluated fully in accordance with these Contract Standing Orders and, in respect of proposed contracts up to a value of £750,000, or if a framework up to £1,500,000. The awarding of contracts that are expected to exceed £750,000 for a one year term or £1,500,000 for a term in excess of one year shall also be approved by the Fire and Rescue Authority.</p>
15.5	<p>The procurement team will notify all Tenderers simultaneously and as soon as possible of the intention to award the contract to the successful Tenderer. The procurement team must provide unsuccessful Tenderers with a period of at least ten days (standstill period) in which to challenge the decision before the procurement team awards the contract. If the decision is challenged by an unsuccessful Tenderer then the procurement team shall not award the contract until the matter is resolved.</p>
15.6	<p>The procurement team shall debrief in writing all those Tenderers who submitted a bid about the characteristics and relative advantages of the leading bidder. The procurement team will provide the following information to unsuccessful suppliers:</p> <ul style="list-style-type: none"> a) how the Award Criteria were applied b) how the Tenderer scored on the Award Criteria in comparison to the successful Tenderer. c) A summary of the differences in quality scoring between the successful and unsuccessful suppliers
15.7	<p>If a Tenderer requests in writing the reasons for a Contracting Decision, the Officer must give the reasons in writing within 15 calendar days of the request. If requested, the Officer may also give the debriefing information at CSO 15.6 above to Tenderers who were deselected in a pre-tender Shortlisting process.</p>

SECTION 4: CONTRACT AND OTHER FORMALITIES	
CSO16 CONTRACT DOCUMENTS	
16.1	Relevant Contracts
16.1.1	All Relevant Contracts that exceed £25,000 shall be in writing with advice sought from the Procurement Team.

16.1.2 All Relevant Contracts, irrespective of value, shall clearly specify:

- a) what is to be supplied (i.e. the works, materials, services, matters or things to be furnished, had or done)
- b) the provisions for payment (i.e. the price to be paid and when)
- c) the time, or times, within which the contract is to be performed
- d) the provisions for the Fire and Rescue Authority to terminate the contract.
- e) Any extension periods.

16.1.3 Where a contract is let it shall be under the Fire and Rescue Authority's own Terms and Conditions. These can include standard J.C.T, N.E.C, I.C.E. conditions of contract as appropriate and as amended if required. Only exceptionally will the standard terms and conditions issued by the contracting authority apply and requires express approval by the Legal Officer to contract under others terms and conditions.

16.1.4 In addition, every Relevant Contract of purchase over £25,000 must also state clearly as a minimum:

- a) that the contractor may not assign or sub-contract without prior written consent
- b) insurance requirements
- c) Health and Safety requirements
- d) Equality Act requirements
- e) Freedom of Information Act & Data Protection (GDPR) requirements
- f) Welsh Language Act requirements
- g) where Agents are used to let contracts, that Agents must comply with the Fire and Rescue Authority's Contract Standing Orders
- h) a right of access to relevant documentation and records of the contractor for monitoring and audit purposes if relevant.
- i) All sustainability requirements including ethical, moral, environmental.
- j) Code of Practice for Ethical Employment in the Supply chain requirements.
- k) Wellbeing of Future Generations (Wales) Act requirements
- l) Any Commercial Social Value elements included within Tenders/Quotes

16.2 Contract Formalities

16.2.1 Agreements shall be completed as follows

Total Value	Method of Completion	By
£25,000 to WTO GPA threshold	Signature	Relevant Approved Signatory
Any Deed (regardless of value) or procurement above WTO GPA threshold and all land transactions. Any contracts below WTO GPA where appropriate as advised by the monitoring officer	Seal	Relevant Approved Signatory

16.2.2	All contracts must be concluded formally in writing before the supply, service or construction work begins, except in exceptional circumstances, and then only with the written consent of the Designated Officer. An Award letter or letter of intent is insufficient to commence the contract.
16.2.3	The Officer responsible for securing signature of the contract must ensure that the person signing for the other contracting party has authority to bind it and detail the authority on the contract signing/sealing form.
16.3	Sealing
16.3.1	Where contracts are completed as a deed, such contracts shall be signed and sealed by the Monitoring Officer as detailed in CSO 16.2.1 above.
16.3.2	Every Fire and Rescue Authority sealing will be consecutively numbered, recorded and signed by the person sealing the document. The seal must not be affixed without the authority of the Monitoring Officer acting under delegated powers and in their absence the Deputy Monitoring Officer.
16.3.3	A contract must be sealed where: <ul style="list-style-type: none"> a) It is a deed or b) the Fire and Authority may wish to enforce the contract more than six years after its end or c) the price paid or received under the contract is a nominal price and does not reflect the value of the goods or services or d) the Total Value exceeds the WTO GPA Threshold.

CSO17 BONDS	
17.1	The Officer must consult the Head of Finance and Procurement about whether a Bond or Parent Company Guarantee is needed: <ul style="list-style-type: none"> a) where the Total Value exceeds £1,000,000, or b) where it is proposed to make stage or other payments in advance of receiving the whole of the subject matter of the contract and there is concern about the stability of the Tenderer.

CSO18 PREVENTION OF CORRUPTION	
18.1	All Officers 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. It will be for the Officer to prove that anything received was not received corruptly. High standards of conduct are obligatory. Corrupt behaviour will lead to dismissal and is a crime under the statutes referred to in CSO 18.2 below.

18.2 The following clause must be put in every written Fire and Rescue Authority and Service contract:

"The Fire and Rescue Service/Authority may terminate this contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:

- a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Fire and Rescue Authority or Service contract (even if the Contractor does not know what has been done), or
- b) commit an offence under the Bribery Act 2010, or
- c) commit any fraud in connection with this or any other Fire and Rescue Authority or Service contract whether alone or in conjunction with Fire and Rescue Authority members, contractors or employees.

Any clause limiting the Contractor's liability shall not apply to this clause".

CSO19 DECLARATION OF INTERESTS

19.1 If it comes to the knowledge of a member or an employee of the Authority or Service that a contract in which he or she has a pecuniary interest has been or is proposed to be entered into by the Fire and Rescue Authority or Service, he or she shall immediately give written notice to the Monitoring Officer.

19.2 Such written notice is required irrespective of whether the pecuniary interest is direct or indirect. An indirect pecuniary interest is distinct from a direct pecuniary interest in as much as it is not a contract to which the member or employee is directly a party.

19.3 A shareholding in a body not exceeding a total nominal value of £1,000 or 1% of the nominal value of the issued share capital (whichever is the less) is not a pecuniary interest for the purposes of this contract standing order.

19.4 The Monitoring Officer shall maintain a record of all declarations of interests notified by Members and Officers

19.5 The Monitoring Officer shall ensure that the attention of all Members is drawn to the National Code of Local Government Conduct.

SECTION 5: CONTRACT MANAGEMENT

CSO20 MANAGING CONTRACTS

20.1 Heads of Service in sponsoring departments are to name contract leads for all new contracts. All contracts must have a named postholder contract lead for the entirety of the contract.

20.2 Contract Leads must follow the procedures set out in the Fire and Rescue Service's Contract Management Guide.

CSO21 RISK ASSESSMENT AND CONTINGENCY PLANNING

21.1 A business case must be prepared for all procurements with a potential lifetime value over the WTO GPA Threshold. Provision for resources for the management of the contract, for its entirety, must be identified in the business case.

21.2 For all complex contracts or those with a value of over £120,000 contract leads should, where appropriate:

- a) maintain a risk register during the contract period
- b) undertake appropriate risk assessments and for identified risks ensure mitigation measures are in place

CSO22 CONTRACT MONITORING, VARIATION, EVALUATION AND REVIEW

22.1 All contracts which have a value higher than the WTO GPA Threshold limits, or which are High Risk, are to be subject to regular review meetings with the contractor in line with the advice provided by the Procurement Team.

22.2 All variations to contract (in line with the original objectives/specification) or terms and conditions must be formally recorded on a "variation to contract" form, following advice from the Procurement Officer and endorsed by all parties.

22.3 During the life of the contract, the Contract Manager must monitor on a regular basis and at least annually:

- a) performance
- b) compliance with specification, contract terms and conditions and contract cost
- c) any Value for Money requirements
- d) user satisfaction and risk management.

CSO23 CONTRACT EXTENSION

23.1 Where a contract provides for an optional extension to the term, then this shall be granted upon written confirmation to the Procurement Team from the Contract Manager incorporating data from the reviews carried out under CSO22.

23.2 In exceptional circumstances an extension of up to 12 months may be granted where a contract has expired and no optional extension exists provided the proposed extension value for the Authority does not exceed the WTO GPA Threshold for Supplies and Services Contracts. This must be recorded on a Contract Extension form and approved by the relevant authorised signatories. An example of this would be where there has been an unavoidable delay in the procurement process resulting in a possible period of Non Compliance or National frameworks not being renewed in time. Failure to plan for the expiry of a contract and re-tendering / quotation will not be considered an unavoidable delay.

23.3 Where the total value of an extension of an expired contract is above the WTO GPA Threshold then no extension shall be granted without Fire and Rescue Authority approval.

These contract standing orders should be read in conjunction with the procurement procedures guide which contain more detailed guidance on how to procure goods, services, works and consultancy and the Authority's Financial Regulations and Scheme of Delegations.

DEFINITIONS APPENDIX

Agent	A person or organisation acting on behalf of the Fire and Rescue Service or on behalf of another organisation
Award Criteria	The criteria by which the successful Quotation or Tender is to be awarded (see further CSO 10 & 11.2).
Award Procedure	The procedure for awarding a contract as specified in CSO's 8, 10 & 15.
Best Value	The duty, which Part 1 of the Local Government Act 1999 places on local authorities, to secure continuous improvement in the way in which functions are exercised, having regard to a combination of economy, efficiency and effectiveness as implemented by the Fire and Rescue Service. This terminology has now in many instances been superseded by Value for Money.
Bond	An insurance policy: if the contractor does not do what it has promised under a contract with the Fire and Rescue Authority or Service, it 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 Fire and Rescue Authority and Service against a level of cost arising from the contractor's failure.
Chief Officer	Any of the Directors of the Fire and Rescue Service.
Code of Conduct	The code regulating conduct of officers issued by the Monitoring Officer contained in the general Standing Orders of the Fire and Rescue Authority.
Committee	A committee which has power to make decisions for the Fire and Rescue Authority or Service, for example a joint committee with another Fire & Rescue Authority or local authority, but not a scrutiny committee.
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 Fire and Rescue Service has no ready access to employees with the skills, experience or capacity to undertake the work.
Contracting Decision	Any of the following decisions: <ul style="list-style-type: none"> - composition of approved lists - withdrawal of invitation to tender - whom to invite to submit a quotation or tender - shortlisting award of contract - any decision to terminate a contract.
Contract Manager	An officer from the User Department responsible for ensuring that the outcomes of the procurement are met
Corporate contract	A contract let by Procurement to support the Fire and Rescue Service's aim of achieving value for money.
Delegated Officer	An officer appointed to ensure compliance with the procurement procedure.
Financial Officer	The most senior officer representing the Chief Fire Officer or designated by him/her to provide financial advice to the Chief Fire Officer.
Financial Regulations	The financial regulations of the Authority outlining officer responsibilities to financial matters.
Framework Agreement	An agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.
Government Procurement Agreement	The successor agreement to the general agreement on trade and tariffs. The main signatories other than those in the European economic area are the USA, Canada, Japan, Israel, South Korea, Switzerland, Norway, Aruba, Hong Kong, China, Liechtenstein, and Singapore.
WTO GPA Procedure	The procedure required by the GPA where the Total Value exceeds the GPA threshold.
GPA Threshold	The contract value at which the GPA Public Contract Regulations apply.
High Profile	A high profile purchase is one that could have an impact on functions integral to Fire and Rescue Service's service delivery should it fail or go wrong.
High Risk	A high risk purchase is one which presents the potential for substantial exposure on the

	Fire and Rescue Authority's or Service's part should it fail or go wrong.
High Value	A high value purchase is where the value exceeds the WTO GPA values
Invitation to Tender	Invitation to tender documents in the form required by these Contract Standing Orders.
Line Manager	The officer's immediate superior or the officer designated by the Chief Officer to exercise the role reserved to the line manager by these Contract Standing Orders.
Nominated Suppliers and Sub-contractors	Those persons specified in a main contract for the discharge of any part of that contract.
Non-Commercial Considerations	<p>(a) The terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion, transfer or training of or the other opportunities afforded to, their workforces (workforce matters).</p> <p>(b) Whether the terms on which contractors contract with their sub-contractors constitute, in the case of contracts with individuals, contracts for the provision by them as self-employed persons of their services only.</p> <p>(c) Any involvement of the business activities or interest of contractors with irrelevant fields of government policy.</p> <p>(d) The conduct of contractors or workers in industrial disputes between them or any involvement of the business activities of contractors in industrial disputes between other persons (industrial disputes).</p> <p>(e) The country or territory of origin of supplies to, or the location in any country or territory of the business activities or interests of contractors.</p> <p>(f) Any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees.</p> <p>(g) Financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support.</p> <p>(h) Use or non-use by contractors or technical or professional services provided by the authority under the Building Act 1984 or the Building (Scotland) Act 1959.</p> <p>(i) Workforce matters and industrial disputes, as defined in paragraphs (a) and (b), cease to be non-commercial considerations to the extent necessary or expedient to comply with Best Value, or where there is a transfer of staff to which the transfer of undertakings (Protection of Employment) Regulations 1981 (TUPE) may apply.</p>
Officer	The officer designated by the Chief Officer to deal with the contract in question.
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 Fire and Rescue Service, the Fire and Rescue Service can require the parent company to do so instead.
Priority Services	Those services required to be tendered as defined in the Public Contract Regulations where the thresholds exceed the WTO GPA thresholds.
Procurement Strategy	The document setting out the Fire and Rescue Service's approach to procurement and key priorities for the next few years.
Procurement Service	The Fire and Rescue Procurement Service charged with providing strategic direction and advice to secure Value for Money in the Fire and Rescue Service's activities.
Procurement Procedures	The suite of guidance documents, together with a number of standard documents and forms, which supports the implementation of these Contract Standing Orders. The guide is available on the Fire and Rescue Service's intranet.
Quotation	A quotation of price and any other relevant matter (without the formal issue of an invitation to tender).
Relevant Contract	Contracts to which these Contract Standing Orders apply (see CSO 16).
Shortlisting	The process of selecting candidates who are to be invited to quote or bid or to proceed to final evaluation.
Supervising Officer	The Line Manager's immediate superior.
Tender	A proposal submitted in response to a Invitation to Tender.
Tenderer	Any person who asks or is invited to submit a quotation or tender
Total Value	<p>The whole of the value or estimated value (in money or equivalent value) for a single purchase or disposal calculated as follows:</p> <p>(a) where the contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the period</p>

	<ul style="list-style-type: none"> (b) where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions in the coming 12 months (c) where the contract is for an uncertain duration, by multiplying the monthly payment by 48 (d) for feasibility studies, the value of the scheme or contracts which may be awarded as a result (e) for nominated suppliers and sub-contractors, the total value shall be the value of that part of the main contract to be fulfilled by the nominated supplier or sub-contractor.
TUPE – Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006 No: 246)	Subject to certain conditions, these regulations apply where responsibility for the delivery of works or services for the service is transferred from one organisation (eg private contractor, services in-house team) to another (eg following a contracting out or competitive tendering process), and where the individuals involved in carrying out the work are transferred to the new employer. These regulations seek to protect the rights of employees in such transfers, enabling them to enjoy the same terms and conditions, with continuity of employment, as existed with their former employer. Broadly, TUPE regulations ensure that the rights of employees are transferred along with the business.
Value for Money	Value for money is not the lowest possible price, it combines goods or services that fully meet your needs, with the level of quality required, delivery at the time you need it, social value considerations and at an appropriate price.