

Contract Standing Orders

A guide for all Contracting Officers

April 2018

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

CONTENTS

Glossary	Page 3
INTRODUCTION AND PURPOSE	Page 8
CSO 1 Basic Principles	Page 8
CSO 2 Officer Responsibilities	Page 9
CSO 3 Exemptions / Waivers	Page 10
CSO 4 Relevant Contracts	Page 11
CSO 5 Contract Register	Page 11
COMMON COMPETITION PRINCIPLES	Page 12
CSO 6 Records	Page 12
CSO 7 Advertising	Page 12
CSO 8 Approved Lists, Framework Agreements and Dynamic Purchasing Systems	13
CSO 9 Competition Requirements	Page 14
CSO 10 Pre-Procurement Market Research and Consultation	Page 14
PROCEDURE BY VALUE OF REQUIREMENT	Page 15
CSO 11 Procurement Thresholds	Page 15
CSO 12 Standards and Award Criteria / Procedure	Page 20
CSO 13 Invitations to Tender / Request for Quotation	Page 21
CSO 14 Submission, Receipt and Opening of Tenders / Requests for Quotation ..	Page 22
CSO 15 Clarification Procedures	Page 23
CSO 16 Evaluation, Award and Debriefing	Page 24
CONTRACT AND OTHER FORMALITIES	Page 24
CSO 17 Contract Documents	Page 24
CSO 18 Prevention of Corruption / Declaration of Interests	Page 26
CSO 19 Contract Management / Variation / Extension / Termination	Page 27
Appendix 1: Quick Reference Guide to Contract Standing Orders	Page 29
Appendix 2: Electronic Tendering: Tender Opening Process	Page 30
Appendix 3: Variable Information	Page 31

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

GLOSSARY

Agent	Any person or organisation acting on behalf of the Council or on behalf of another organisation.
Assign/Assignment	Transfer of a contractual benefit to another party.
Authority	As detailed in the Constitution.
Award Criteria	The criteria stated in the Quotation / Tender by which the successful Bidder is to be selected.
Bidder	Any person / organisation who asks for or is invited to submit a Quotation / Tender.
Call Off	A specific requirement which can be met under the terms of a Framework Agreement and which is issued under the terms of that Framework Agreement to form a contract.
Constitution	The Corby Borough Council Constitution which sets out how the Council operates, how decisions are made and the procedures that are followed to ensure these are efficient, transparent and accessible to local people.
Corporate Contract	A contract let by the Council.
Council	Corby Borough Council.
Document Retention and Disposal Policy	The Council's policy on the appropriate length of time documents relating to tenders, quotations and contracts need to be retained either in hard or electronic copy.
Dynamic Purchasing System	A completely electronic system of limited duration which is established by the Council to purchase commonly used goods, works or services; and is open throughout its duration for the admission of Suppliers who satisfy selection criteria specified by the Council and who submit an indicative tender to the Council, or body operating the system on its behalf and who comply with the Specification.
Exemption / Waiver	Approval given by the relevant Head of Service or Committee of the Council as appropriate to exempt an Officer or Officers from adhering to these Contract Standing Orders.
EU Procedure	The procedure required by the EU for awarding contracts where the value exceeds the EU Threshold.
EU Procurement Regulations	Regulations which are given force of law in the UK through the Public Contracts Regulations 2015 as amended and any successor regulations which specify in detail the procedures by which public authorities shall undertake their procurement.
EU Threshold	The contract value at which the EU Regulations must be applied. See appendix 3.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

European Economic Area	The members of the European Union and Norway, Iceland and Liechtenstein.
Financial Health Check	A financial risk assessment of the finances of a company, parent or group of organisations in order to establish their liquidity, profitability, stability and capability to support a contract of the value required.
Financial Regulations	The Financial Regulations outlining the Officer's responsibilities for financial matters as detailed in the Constitution.
Framework Agreement	A formal tendered arrangement which sets out terms and conditions under which specific purchases can be made from the successful Bidders in unpredicted quantities at different times during the term of the Framework Agreement.
Goods	Goods which are covered by the EU Procurement Regulations if they meet the relevant value threshold.
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: USA, Canada, Japan, Israel, South Korea, Switzerland, Aruba, Hong Kong, China and Singapore.
Head of Service	The Council Officer primarily responsible for the Service Areas which make up Corby Borough Council.
Invitation	Invitation to Tender or Quote in the form required by these Contract Standing Orders.
Light Touch Regime	Refers to those social and other specific services covered by Part 2, Chapter 3, Section 7 of the Public Contract Regulations 2015.
Major Projects	Contracts with a medium to high risk with a total estimated value of over £1 million.
Monitoring Officer	The role of Monitoring Officer is required by law. The officer is responsible for maintaining the Constitution, ensuring lawfulness and fairness in decision making and supporting the Standards Committee.
Non Commercial Considerations	Except as provided, the following matters are non commercial considerations: 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"). b) Where 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.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

- c) Any involvement of the business activities or interests of contractors with irrelevant fields of Government Policy.
- 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”).
- 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.
- f) Any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees.
- g) Financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support.
- h) The use or non use by contractors of technical or professional services provided by the authority under the Building Act 1984.
- i) Workforce matters and industrial disputes, as defined above, cease to be non commercial considerations to the extent necessary or expedient to demonstrate value for money or where there is a transfer of staff to which TUPE applies.

Officer	An Officer of the Council, who is the Officer responsible for undertaking a purchase and for the administration of the completed contract to include ensuring compliance with its terms and conditions and implementation of any required variation.
OJEU	Official Journal of the European Union - the gazette of record for the European Union.
OJEU Notice	Notice (advertisement) posted in the Official Journal of the European Union including a PIN, a Contract Notice or Award Notice.
One Stage or Open Procedure	Tendering under this procedure is “open” as any Supplier expressing an interest is automatically entitled to tender.
Orders	Contract Standing Orders (this document).
PIN	A Prior Information Notice. A PIN can be published before the procurement starts, when a requirement is above EU Thresholds, and makes it possible to reduce the time needed to complete a competition.
Parent Company Guarantee (PCG)	A contract which binds the parent of a subsidiary company as follows – if the subsidiary company fails to do what it has promised under a contract with the Council, the Council can require the parent company to do so instead.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

Performance Bond or Bond	An insurance policy: if the Supplier does not do what it has promised under a Contract with the Council, the Council can claim from the Bondsman the sum of money specified in the Bond (10% of the contract value). A Bond is intended to protect the Council against a level of cost arising from the Supplier's failure.
Procurement and Performance Manager	The Officer within the Council, responsible for giving advice on procurement related issues at Corby Borough Council.
Publicly Available Contract	A contract let by a public purchasing organisation such as ESPO or Crown Commercial Service on behalf of the Council.
Purchasing Gateway Group (PGG)	A group of Council Officers responsible for offering collective advice on procurement, legal and financial issues amongst others.
Quotation	A quotation of price and any other relevant matter.
Request for Quotation (RfQ)	A formal request for bidders to submit a quotation to the Council for consideration
Section 151 Officer	The Officer within the Council, responsible for ensuring the proper administration of their financial affairs.
Service Contracts	Contracts let by public authorities for services as defined in The Treaty of Rome which is for anything other than civil engineering and building works and works concession contracts.
Shortlisting	Where Bidders are selected to quote or bid or proceed to full evaluation.
Supplier	Any person or organisation, including companies or other bodies of persons providing, or seeking to provide, supplies, services or works to the Council.
Tender or Bid	A Bidder's proposal submitted in response to an Invitation.
Terminate(d)	To end a contractual arrangement.
Total Value	<p>The whole of the value or estimated value (in money or equivalent value) of the Contract, calculated as follows:</p> <ul style="list-style-type: none">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 contract period.b) Where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions over the coming 12 months.c) Where the contract is for an uncertain duration by multiplying the monthly payment by 48.d) 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.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

TUPE	<p>These regulations apply to the transfer of an economic entity or service provision change. Where TUPE does not apply, public bodies should refer to the Cabinet Office Statement of Practice (“COSOP”).</p> <p>TUPE is to protect employees by:</p> <ol style="list-style-type: none">1. Prohibiting dismissals because of the transfer (but redundancies are permitted);2. Maintaining most of their terms and conditions;3. Restricting changes to terms and conditions of employment made because of a transfer; and4. Providing the right to be informed and / or consulted.
Value for Money	<p>Is not necessarily the lowest price, it combines goods or services that fully meet the needs with the level of quality required, delivered at the time needed and at an appropriate price.</p>
Works Contract	<p>Contracts let by public authorities for civil engineering and building works and works concession contracts.</p> <p>Works contracts are defined using the Common Procurement Vocabulary (CPV) Codes listed under Schedule 2: Activities Constituting Works, of the Publics Contracts Regulations 2015.</p>

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

INTRODUCTION AND PURPOSE

CSO 1 BASIC PRINCIPLES

- 1.1. All procurements must comply with these rules, the Financial Regulations, English law and European law in force in England.
- 1.2. Whether or not a procurement is subject to the EU Procurement Regulations, it must be conducted in accordance with the basic EU Treaty Principles. In particular this means all procurements must be carried out in a fair, open and transparent way.
- 1.3. Any change to the relevant English or European law must be observed until these Orders are revised. If these Orders or the procurement process conflict in any way with English law or European law in force in England then the legislation shall take precedence. In addition, the Council reserves the right to consider the application of intervening government guidance.
- 1.4. The strategic advice of, where relevant, Legal Services and / or the Procurement section must be sought during the earliest stages of planning any procurement.
- 1.5. All procurements must realise Value for Money by achieving the optimum combination of the Total Value and quality of outcome.
- 1.6. These Contract Standing Orders are designed to ensure that procurements:
 - 1.6.1 Achieve best value for public money spent;
 - 1.6.2 Is consistent with the highest standards of propriety;
 - 1.6.3 Are allocated in a fair and compliant manner;
 - 1.6.4 Comply with all legal requirements and established government and commercial codes of conduct;
 - 1.6.5 Support the Council's own corporate aims and service policies;
 - 1.6.6 Comply with the Financial Rules, health and safety, equality and environmental sustainability requirements; and
 - 1.6.7 Manage the Council's risk effectively.
- 1.7. The Officer must ensure they have the necessary Authority prior to the commencement of any procurement activity.

Advice and Guidance

- 1.8. It is a mandatory requirement that advice and guidance on all procurement activities equal to and above £10,000 must be sought, in the first instance, from the Purchasing Gateway Group (PGG).
- 1.9. Notwithstanding 1.8 above, advice and guidance can be obtained from the PGG by any Officer who wishes to participate in a procurement activity of any value.
- 1.10. Advice on compliance with legislative requirements may be obtained from Legal Services, who will liaise with the procurement section, as appropriate.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

CSO 2 OFFICER RESPONSIBILITIES

Officers

- 2.1. The Officer responsible for the procurement must comply with these Contract Standing Orders and the Financial Rules.
- 2.2. The Officer is responsible for ensuring that any Agents acting on behalf of the Council agree in writing that they will also comply with these Orders.
- 2.3. The Officer must keep the records required by the Contract Register.
- 2.4. Where the EU Procedure is required, the Officer must contact the Procurement section before embarking on the procurement.
- 2.5. Officers should take all necessary legal, financial and other professional advice.
- 2.6. When any employee of the Council or of an external service provider may be affected by any transfer arrangement, the Officer must ensure that TUPE issues are considered and obtain advice from Legal Services and/or Human Resources, as appropriate, before proceeding with any procurement.
- 2.7. Officers must ensure that the contracts for which they are responsible are effectively managed and monitored to ensure they deliver the requirement as intended.
- 2.8. Where an Officer has a potential conflict of interest with a Supplier from whom a Quotation / Tender is being sought, the Officer must declare this immediately to the Procurement section and/or Monitoring Officer, as appropriate. The Officer may be required to withdraw from the procurement process. Any Officer who fails to declare such a conflict of interest may be subject to disciplinary proceedings and sanctions and risks being prosecuted under the Bribery Act 2010.

Heads of Service

- 2.9. Any Head of Service is authorised to nominate, on behalf of the Council, any person designated as a Contracting Officer.
- 2.10. Heads of Service must ensure that they and their Officers comply with these Contract Standing Orders;
- 2.11. Heads of Service must ensure that Value for Money is achieved in all procurements within his or her service area;
- 2.12. Heads of Service must, in the interests of forward planning, maintain and review a rolling schedule in respect of purchasing activities within their Directorate estimated to be equal to or above £10,000.
- 2.13. Heads of Service must support the maintenance of the Contract Register which records contracting decisions made (e.g. awarding, extending, terminating, assigning contracts) in respect of contracts equal to or above £10,000 which shall include such details as those listed in appendix 3.
- 2.14. Where a Head of Service has a potential conflict of interest with a Supplier from whom a Quotation / Tender is being sought, the Head of Service must declare this immediately to the Procurement section and/or Monitoring Officer, as appropriate. The Head of Service may be required to withdraw from the procurement process.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

Any Head of Service who fails to declare such a conflict of interest may be subject to disciplinary proceedings and sanctions and risks being prosecuted under the Bribery Act 2010.

- 2.15. Heads of Service must keep records required by these Orders.
- 2.16. Heads of Service must keep a register of:
 - 2.16.1. Contracts completed by signature (rather than by the Council's seal) and arrange their safekeeping on Council premises with Legal Services;
 - 2.16.2. Exemptions must be recorded under these Orders in order that the Monitoring Officer may monitor their use; and
 - 2.16.3. Notify the Procurement section of all contracts equal to and above £10,000 who will maintain a register on behalf of the Council for auditing purposes.

CSO 3 EXEMPTIONS / WAIVERS

- 3.1. The exemptions listed below do not apply to procurements subject to the EU Procedure.
- 3.2. A procurement will be considered compliant where another authority / public body is acting as 'lead buyer' and provided that the person(s) awarding the contract can demonstrate the arrangements comply with the requirements of Best Value and other applicable legislation including, where relevant, the EU Procurement Directives. This includes recognised wider public sector arrangements, including for example those let by the Crown Commercial Service or successor organisations, etc.
- 3.3. The relevant Officer with written approval from their Head of Service, Section 151 Officer, Monitoring Officer, Leader or Deputy Leader and Chief Executive may grant formal Exemptions which fulfil one or more of the following criteria:
 - 3.3.1 Sole source of supply – where suitable supplies or services are genuinely only available from one supplier (e.g. if patent, copyright or other exclusive design rights exist). Similarly, for any, highly specialised / niche services where, for all practical purposes, no realistic alternative source of supply exists. Exemption requests made on this basis will be tested by the relevant Head of Service before sign-off.
 - 3.3.2 Genuine emergencies – critical preventative or remedial work where there is a real and imminent risk to the safety of people or property arising from an hitherto unforeseen 'catastrophic' event or incident such as fire, bombing, flood, major landslide etc.
 - 3.3.3 Procurements which have been registered as Partnerships or Grants.
 - 3.3.4 Urgent situations not of the Council's own making – the urgency must have been reasonably unforeseeable (e.g. existing supplier going into liquidation, urgently imposed statutory changes, etc.) and genuinely be a case of 'time is of the essence.' However, urgency arising through problems of the Council's own making (whatever the cause and regardless of whether it involved previous delays or shortage of resources, etc.) shall not in itself normally justify exemption.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

3.3.5 Reasons of compatibility – if compatibility with existing supplies, equipment or services is essential and where those supplies cannot be sourced from another supplier (e.g. spare parts / components for existing equipment) or where additional units are being purchased to match existing equipment and there is an overwhelming case for matching the existing items on the grounds of functionality, aesthetics etc.

3.3.6 Purchase of perishable goods for resale - where there is more than one source or supplier, the Council will be able to procure goods from any source or supplier upon demonstrating best value, giving due regard to both price and quality, having considered a minimum of three potential sources or suppliers, where possible. Where the Council wishes to enter into more formal procurement arrangements for the purchase of perishable goods, this will follow normal procurement rules.

3.4. In the event of a Civil Emergency, the Chief Executive, or their nominated deputy, may choose to waive the recognised procurement process.

CSO 4 RELEVANT CONTRACTS

4.1. All relevant contracts made by or for any part of the Council must comply with these Contract Standing Orders.

4.2. This means any arrangement under which the Council pays or receives money or equivalent value and it includes:

4.2.1. the permanent supply or disposal of assets / goods;

4.2.2. execution of works;

4.2.3. the temporary hire, rental or lease of a supply, not including the lease of land or property;

4.2.4. the provision of services (including agency contracts for interim or temporary staff, consultancy contracts, contracts with the voluntary sector); or

4.2.5. Any combination of the above.

4.3. For the avoidance of doubt, these Orders do not apply to the following contracts:

4.3.1. Employment contracts making an individual a direct employee of the Council;

4.3.2. Land transactions to acquire or dispose of some interest in land (which are covered by the Financial Rules); or

4.3.3. Lending or borrowing of money.

CSO 5 CONTRACT REGISTER

5.1. The Council shall maintain a Contract Register setting out information on those contracts in place across the Council.

5.2. The Contract Register shall include the requirements set out in appendix 3.

COMMON COMPETITION PRINCIPLES

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

CSO 6 RECORDS

- 6.1. Where the total value is less than £50,000, the document containing the Request for Quotation as well as the Quotes received from Bidders must be kept as well as:
- A written record of any exemption and the reasons for it;
 - A written record of the reason if the lowest priced quote is not accepted; and
 - Written or electronic records of communications with the successful Bidder.
- 6.2. Where the total value is equal to or exceeds £50,000, the Officer must record the following information and retain this throughout the period of the contract:
- The method of obtaining Tenders (see CSOs 10 and 11);
 - Any contracting decision and the reasons for it;
 - Any exemption and the reasons for it;
 - The Award Criteria;
 - Tender documents sent to and received from Bidders;
 - Pre-tender market research;
 - Clarification and post-tender negotiation (to include minutes of meetings);
 - The contract documents;
 - Post-contract evaluation and monitoring; and
 - Written records of communications with Bidders and with the successful Bidder.
- 6.3. Written records required by these Orders must be kept in accordance with the Council's Document Retention and Disposal Policy.

CSO 7 ADVERTISING

- 7.1. For procurements with a value below £50,000, no advertising is required unless a decision is taken to the contrary (as identified by the Procurement section) and therefore the procurement is designated as a tender. Where a procurement valued between £25,000 and below £50,000 is designated as a tender, it must be advertised in accordance with CSO 7.2.
- 7.2. For procurements equal to or over £50,000 but below the EU Threshold, an advertisement must be placed on Contracts Finder and may be subsequently placed on additional media. For avoidance of doubt, quotations valued under £50,000 should not be advertised on the Council website or anywhere else.
- 7.3. The advertisement shall contain details of the proposed contract and specify a time limit within which interested parties may express an interest in quoting / tendering for the contract.
- 7.4. Where the EU Procedure applies, the Procurement section will manage the advertising required under those Directives.
- 7.5. When advertising a Framework Agreement, the advertisement must indicate:
- 7.5.1. that it is a Framework Agreement which is being tendered;
 - 7.5.2. the duration of the Framework Agreement (which must not exceed four years including any extensions);
 - 7.5.3. the expected maximum number of suppliers;
 - 7.5.4. the estimated total value of the contracts to be covered by the Framework Agreement; and

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

- 7.5.5. The award criteria for choosing suppliers and subsequent criteria for placing orders.

CSO 8 FRAMEWORK AGREEMENTS AND DYNAMIC PURCHASING SYSTEMS

Framework Agreements

- 8.1. A Framework Agreement is a formal tendered arrangement which sets out terms and conditions, under which, specific purchases can be made from the successful Bidders in unpredictable quantities and at different times during the term of the Framework Agreement.
- 8.2. Framework Agreements must comply with these Orders. This includes but is not limited to, the following:
- 8.2.1. A Framework Agreement should be procured in accordance with the Procurement Thresholds set out in these Orders. The value of the contract, in relation to a Framework Agreement, is the estimated maximum value over its lifetime;
- 8.2.2. A Framework Agreement shall not operate for more than four years, except in duly justified and exceptional circumstances;
- 8.2.3. In any case where a Framework Agreement is in place:
- 8.2.3.1. Subsequent Call-Offs from that Framework Agreement must not contain substantial amendments to the original terms of the Framework Agreement;
- 8.2.3.2. Orders to be placed against a known price do not require further competition unless required by law; and
- 8.2.3.3. In circumstances where the price was not specified under the Framework Agreement an order can only be placed if quotes have been requested from all capable suppliers in the Framework Agreement.
- 8.3. Where an Officer wishes to use a Framework Agreement offered by another public sector body, he or she must demonstrate, to their Head of Service, that Value for Money will be achieved. Costs of procurement should be included within this consideration.

Dynamic Purchasing Systems

- 8.4. When using a Dynamic Purchasing System, the Council shall comply with the Regulations and Directives which set out the full details of the legal requirements. In order to access a Dynamic Purchasing System, contact the Procurement section for support and advice.
- 8.5. A Dynamic Purchasing System established by the Council shall not operate for more than four years, except in duly justified and exceptional circumstances.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

E-Auctions

- 8.6. E-auctions may be used where appropriate and in circumstances where this approach will provide the Council with value for money.
- 8.7. Before entering into an E-Auction, advice and guidance must be sought from the Procurement section.

CSO 9 COMPETITION REQUIREMENTS

- 9.1. The Officer must establish the Total Value of the procurement (for the life of the Contract including any potential extension periods which may be awarded). If the Total Value cannot be calculated, the annual value multiplied by four should be used instead.
- 9.2. Based on this value, Quotations or Tenders must then be invited in line with the financial thresholds detailed in CSO 11.
- 9.3. The Public Contract Regulations (2015) regulate procurements valued between £50,000 and the relevant EU Threshold (i.e. that for goods, services, supplies or works). For Contracts valued between those limits, Officers must ensure they take the following actions:
 - 9.3.1. The procurement must be advertised, CSO 7 provides further detail. In addition, once the Contract has been awarded, an Award Notice must be published. Appendix 3 contains further detail; and
 - 9.3.2. A one stage (open) quotation or tender process must be followed with no pre-qualification of suppliers permitted. Officers must therefore ensure that all procurement documentation, including the Specification and conditions of contract, is available at the point the procurement is advertised.
- 9.4. Where the procurement is below £50,000, at least one of the Quotations should be sought from a local supplier, where local means within the Borough or sub-region, wherever possible.
- 9.5. Where the procurement is above the EU Threshold, contact the Procurement section for advice and support before any competition is started.
- 9.6. 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 Orders.

CSO 10 PRE-PROCUREMENT MARKET RESEARCH AND CONSULTATION

- 10.1. The Council may consult potential suppliers, prior to the issue of the Invitation to Tender or Request for Quotation, in general terms about the nature, level and standard of supply, contract packaging and other relevant matters, provided that this does not prejudice any potential Supplier.
- 10.2. When engaging with potential suppliers, the Council must not seek or accept technical advice on the preparation of an Invitation to Tender or Request for Quotation from anyone who might have a commercial interest in the process, and where this may prejudice the equal treatment of all potential bidding organisations or distort competition.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

- 10.3. In conducting Pre-Procurement Market Research, the Council must ensure that:
- 10.3.1. No information is disclosed to one supplier which is not then made available to all suppliers involved in the process or who are subsequently invited to bid;
 - 10.3.2. No supplier shall be led to believe that the information they offer will lead to them being invited to quote, or awarded the contract; and
 - 10.3.3. A written record, including any communications made and notes of any meetings held and the responses and names of individuals present, shall be kept by the Officer.
- 10.4. In undertaking any market testing activities, the Officer responsible should refer to the procurement section for guidance.

The Public Services (Social Value) Act 2012

- 10.5. This Act requires contracting authorities to consider at the pre-procurement stage of any service contract and service Framework Agreement (including goods and works contracts procured in combination with services) above EU Thresholds (including Light Touch Regime services):
- How the proposed procurement may improve the economic, social and environmental well-being of an area;
 - How the contracting authority may act with a view to securing that improvement in conducting the process of procurement; and
 - Whether to undertake any community consultation on the above.
- 10.6. Appropriate records should be kept of these considerations, including the reason for any decision regarding the matter of community consultation.

PROCEDURE BY VALUE OF REQUIREMENT

CSO 11 PROCUREMENT THRESHOLDS

Buying Goods and Services

- 11.1 Goods (including the use of goods) were once described by the UK Treasury as 'anything you can drop on your foot'. However, the definition also includes electricity, gas, heat and water, off-the-shelf software and the hire of equipment without a driver. Services are defined as anything that isn't either Goods or Works (see below). However, please note that some Services are covered by the new Light Touch Regime and Officers should note the definition below before starting any procurement exercise.

Value of Procurement	Notices Required	Procurement Method	Notes
Under £5,000.	None.	At least one written quotation required. See CSO 11.4.	Procurements at this value are not subject to Regulation but Officers should ensure they achieve value for money and keep the Records required at CSO 6.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

Value of Procurement	Notices Required	Procurement Method	Notes
Between £5,000 but below £10,000.	None.	At least one written quotation required. See CSO 11.4.	Procurements valued at £5,000 and above are subject to Transparency Regulations.
Between £10,000 but below £50,000.	None unless advertised or tendered, then contact the Procurement section for guidance.	Multiple quotations should be sought via a one stage process. See CSO 11.5.	Procurements valued at £25,000 and above are subject to The Public Contracts Regulations 2015 and Transparency Regulations.
Between £50,000 but below EU Goods / Services Threshold.	Advertising and award notices. See CSO 7 and 9.3.1.	A single stage (open) tender is required. See CSO 11.6.	Procurements valued at £25,000 and above are subject to The Public Contracts Regulations 2015 and Transparency Regulations.
Equal to or above EU Goods / Services Threshold.	OJEU Advertising and Award notices.	A method defined by EU Procurement Regulations.	Refer to Procurement section for further support.

Buying Works

11.2 Works are defined as the execution of building and/or civil engineering works whether or not they are accompanied by other tasks.

Value of Procurement	Notices Required	Procurement Method	Notes
Under £5,000.	None.	At least one written quotation required. See CSO 11.4.	Procurements at this value aren't subject to Regulation but Officers should ensure they achieve value for money and keep the Records required at CSO 6.
Between £5,000 but below £10,000.	None.	At least one written quotation required. See CSO 11.4.	Procurements valued at £5,000 and above are subject to Transparency Regulations.
Between £10,000 but below £50,000.	None unless advertised or tendered, then contact the Procurement	Multiple quotations should be sought via a one stage	Procurements valued at £25,000 and above are subject to the Public Contracts Regulations

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

Value of Procurement	Notices Required	Procurement Method	Notes
	section for guidance.	process. See CSO 11.5.	2015 and Transparency Regulations.
Between £50,000 but below EU Goods / Services Threshold.	Advertising and award. See CSO 7 and 9.3.1.	A single stage (open) tender is required. See CSO 11.6.	Procurements valued at £25,000 and above are subject to the Public Contracts Regulations 2015 as well as Transparency Regulations.
Equal to or above EU Goods / Services Threshold but below EU Works Threshold.	Advertising and award notices are required. Please see CSO 7 and 9.3.1.	A method defined by EU Procurement Regulations.	Procurements at this value are subject to Transparency Regulations and the Treaty of Rome principles but <u>not</u> the full Public Contracts Regulations 2015.
Equal to or above EU Works Threshold.	OJEU Advertising and Award notices.	A method defined by EU Procurement Regulations.	Refer to Procurement section for further support.

Buying Services covered by the Light Touch Regime

11.3 The EU Procurement Directives 2014 list the services to be covered by a new Light Touch Regime, see Appendix 1 for the relevant threshold. The full list of services is available from the procurement section but in summary it covers the following:

- 11.3.1 **Health, social and related services:** Domestic help, nursing staff, medical staff, staff for households, home helps, domestic services, social work services, guidance and counselling services;
- 11.3.2 **Administrative social, educational, healthcare and cultural services:** Education and training services, organisation of cultural events. Culture is restricted to events. Does not include leisure;
- 11.3.3 **Compulsory social security services;**
- 11.3.4 **Benefit services;**
- 11.3.5 **Other community, social and personal services:** Including services furnished by trade unions, political organisations, youth associations and other membership organisation services;
- 11.3.6 **Religious services;**
- 11.3.7 **Hotel and restaurant services:** Catering, meals on wheels, canteen and cafeteria services. Includes school meals;
- 11.3.8 **Legal services:** With some narrow exceptions;

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

- 11.3.9 **Other administrative and government services:** For education, healthcare, housing, etc;
- 11.3.10 **Provision of services to the community:** Generally central government services, foreign and diplomatic, defence etc. Not local government;
- 11.3.11 **Investigation and security services:** Alarm monitoring, guard services, surveillance services, patrol services. Does not include CCTV;
- 11.3.12 **International services;**
- 11.3.13 **Postal services;** and
- 11.3.14 **Other services:** Tyre re-moulding, blacksmiths.

Value of Procurement	Notices Required	Procurement Method	Notes
Under £5,000.	None.	At least one written quotation required. See CSO 11.4.	Procurements at this value aren't subject to Regulation but Officers should ensure they achieve value for money and keep the Records required at CSO 6.
Between £5,000 but below £10,000.	None.	At least one written quotation required. See CSO 11.4.	Procurements valued at £5,000 and above are subject to Transparency Regulations.
Between £10,000 but below £50,000.	None unless advertised or tendered, then contact the Procurement section for guidance.	Multiple quotations should be sought via a one stage process. See CSO 11.5.	Procurements valued at £25,000 and above are subject to the Public Contracts Regulations 2015 and Transparency Regulations.
Equal to or above £50,000 but below EU Goods / Services Threshold.	Advertising and award notices. See CSO 7 and 9.3.1.	A single stage (open) tender is required. See CSO 11.6 below.	Procurements valued at £25,000 and above are subject to the Public Contracts Regulations 2015 and Transparency Regulations.
Equal to or above EU Goods / Services Threshold but below the EU Light Touch Regime Threshold.	Advertising and award notices. See CSO 7 and 9.3.1.	A method defined by EU Procurement Regulations.	Procurements at this value are subject to Transparency Regulations and the Treaty of Rome principles but <u>not</u> the full Public Contracts Regulations 2015.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

Value of Procurement	Notices Required	Procurement Method	Notes
Equal to or above EU Light Touch Regime Threshold.	OJEU Advertising and Award notices.	A method defined by EU Procurement Regulations.	Refer to Procurement section for further support.

11.4 At Least One Written Quotation Required

11.4.1 CSO 11 defines the application of this Rule where the requirement cannot be obtained via an existing Corporate Contract or Framework Agreement. At least one written quotation (this can be provided electronically) must be sought before any order is processed and this must specify:

- a. The goods, services or works to be supplied;
- b. Where and when they are to be supplied;
- c. The value of the transaction; and
- d. The Terms and Conditions including Payment Terms.

11.4.2 The Contract Award must be authorised by the Officer and a relevant Head of Service.

11.5 Multiple Quotations Required

11.5.1 CSO 11 defines the application of this Rule where the requirement cannot be obtained via an existing Corporate Contract or Framework Agreement. At least three comparable written quotations must be sought; at least one of those quotations should be from a local supplier, where possible, where local means in the Borough or sub-region. Where fewer than three potential suppliers can be identified, the Officer should keep a written record or the reason and all potential suppliers should be invited to quote;

11.5.2 Where a requirement is valued over £25,000, there can be no pre-qualification of suppliers. However, it is recommended that all quotation procedures are open (one stage);

11.5.3 The Contract Award must be authorised by the Officer and the relevant Head of Service; and

11.5.4 Where a requirement is valued over £50,000 it must be advertised in accordance with CSO 7 and the requirements of CSO 9.3 taken into account.

11.6 Single Stage (Open) Tender Process

11.6.1 CSO 11 defines the application of this Rule where the requirement cannot be obtained via an existing Corporate Contract or Framework Agreement. A full tender exercise needs to take place in accordance with CSO 12;

11.6.2 Tenders should be advertised in accordance with CSO 7 and the requirements contained in CSO 9.3 taken into account;

CORBYPBOROUGH COUNCIL
CONTRACT STANDING ORDERS

- 11.6.3 Officers must ensure that all relevant documents are available at the point the Tender is advertised. These documents will include at least the Specification, Conditions of Contract and weighted evaluation criteria; and
- 11.6.4 The contract award must be authorised by the Officer and relevant Head of Service.

11.7 Two Stage (Restricted) Tender Process

- 11.7.1 CSO 11 defines the application of this Rule where the requirement cannot be obtained via an existing Corporate Contract or Framework Agreement. The Restricted Procedure cannot be applied to procurements valued below the EU Threshold.
- 11.7.2 This process contains two distinct stages, the selection of suitable Bidders from those expressing an interest (usually via a Pre-Qualification Questionnaire) and the Invitation to Tender.
- 11.7.3 Tenders should be advertised in accordance with CSO 7 and the requirements of CSO 9.3 taken into account.
- 11.7.4 Officers must ensure that all relevant documents are available at the point the Tender is advertised. These documents will include at least the Specification, Conditions of Contract and weighted evaluation criteria; and
- 11.7.5 The contract award must be authorised by the Officer and relevant Head of Service.

11.8 Values over the EU Threshold

- 11.8.1 Where the EU Procedure is required, the Officer must contact the Procurement section, before embarking on the procurement.

Quick Reference Table

Values	Procurement Method
Values below £10,000.	At least one written quotation must be sought which demonstrates suitable Value for Money.
Values equal to or above £10,000 but below £50,000.	At least three comparable written quotations must be sought. The requirements of CSO 7.1 taken into account.
Values equal to and above £50,000 but below EU Threshold.	A full tender process must be carried out and the requirements of CSO 7 and 9.3 taken into account.
Values equal to and above EU Threshold.	A full OJEU tender process must be carried out where a Framework Agreement cannot be utilised.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

CSO 12 STANDARDS AND AWARD CRITERIA / PROCEDURE

- 12.1 The Officer must ascertain what relevant British, European and International Standards apply and include the standards that are necessary to describe the required quality. The Officer must ensure that the Council does not discriminate in favour of British Standards.
- 12.2 The Officer must define the Award Criteria in the Invitation which must:
- Be relevant to the works, services or goods to be provided under the contract; and
 - Secure an outcome which will provide Value for Money for the Council.
- 12.3 Award Criteria may include:
- Most Economically Advantageous (where considerations other than price are important); or
 - Lowest price (where the price is the prime factor); or
 - Highest price (where payment is to be received by the Council).
- 12.4 If using the most economically advantageous award criteria, the Officer must define the relevant factors by reference to sub-criteria which may cover factors such as the following, depending on what is to be provided under the contract:
- Price (permission must be sought from the EnCor Financial Services Manager if price is to account for less than 50% of the final score.);
 - Quality and performance;
 - Running costs;
 - Technical merit;
 - Economic advantage based on past experience;
 - Delivery date;
 - Environmental considerations;
 - Aesthetic and functional characteristics;
 - Safety;
 - After sales service;
 - Technical assistance; and
 - Other relevant matters.
- 12.5 Issues that are important to the Council, in terms of meeting its corporate objectives, can be used to evaluate bids. The criteria can include economic and social considerations such as sustainability considerations, support for the economy or the use of sub-contractors.
- 12.6 The procurement documentation should clearly explain the basis of the decision to bidding organisations, making clear how the evaluation criteria specified in the process will be applied, how weightings will be distributed etc.
- 12.7 Award criteria / Award Procedures must not include:
- Non-commercial considerations other than those permitted under the Social Value Act; and
 - Matters which discriminate against suppliers from the European Economic Area or signatories to the Government Procurement Agreement.

CSO 13 INVITATIONS TO TENDER / REQUESTS FOR QUOTATION

- 13.1 The Invitation to Tender or Request for Quotation must specify what is to be provided in sufficient detail, to enable the submission of competitive offers.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

- 13.2 The Invitation to Tender or Request for Quotation must state that the Council is not bound to accept any Quotation or Tender and that late submissions may be rejected.
- 13.2.1 At its discretion, the Council may either waive or insist on strict compliance with any requirement set out in the Invitation to Tender or Request for Quotation. The Invitation to Tender or Request for Quotation will include or be deemed to include such discretion of the Council.
- 13.3 Invitations to Tender (equal to or above £50,000 in value) and Requests for Quotation must specify that responses will not be considered unless they are enclosed in a sealed envelope which bears the word 'Tender' or 'Request for Quotation' (as appropriate) followed by the name of the contract but with no name or mark which indicates the sender (including a franking mark). Where a Tender or Request for Quotation is personally delivered to the Council, if there is doubt over receipt of the documents being after the deadline, where the Bidder has not obtained an official receipt noting the date and time of receipt by the Council, the submission will be disqualified.
- 13.4 The Invitation to Tender or Request for Quotation must specify the latest date and time for the delivery and the name and address to which the returns are to be made.
- 13.5 The Invitation to Tender or Request for Quotation must specify the Award Criteria and Procedure.
- 13.6 The Invitation to Tender or Request for Quotation should include the contract terms, specification and other supporting documents that will apply to the Contract.
- 13.7 The Council will introduce an Electronic Tendering System. Procedures for which are included at Appendix 2 of this document. It is expected that upon doing so, procurement activity will be undertaken via that system, following its introduction, as much as is practically possible.

CSO 14 SUBMISSION, RECEIPT AND OPENING OF TENDERS / QUOTATIONS

- 14.1 Bidders must be given a sufficient period to prepare and submit a proper Tender or Request for Quotation, consistent with the urgency and complexity of the contract requirements. Procurements over the EU Thresholds must abide by the time periods laid out in the Regulations.

Quotations

- 14.2 All Requests for Quotation, excluding those using the approved e-Tendering System, of a value between £10,000 but below £50,000 must be returned to The Democratic Services Manager, Corby Borough Council, Corby Cube, Parklands Gateway, George Street, Corby, Northamptonshire NN17 1QG.
- 14.3 Quotations will not be accepted if received by fax, irrespective of value. Quotations equal to £10,000 and above will not be accepted if received by any other electronic means unless they have been sought in accordance with an approved e-Tendering System.
- 14.4 The Democratic Services section shall be responsible for the safekeeping of responses until the appointed time of opening. Each response must be:

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

- 14.4.1. Suitably recorded so as to be able to subsequently verify the date and precise time it was received and opened;
 - 14.4.2. Adequately protected immediately upon receipt, to guard against amendment of its contents; and
 - 14.4.3. Recorded on the Tender Register held within Democratic Services.
- 14.5 The Democratic Services section must ensure that all Requests for Quotation equal to and above £10,000 in value are opened at the same time, when the period for their submission has ended. A representative of the Procurement section must be present and Requests for Quotation must be opened in the presence of two officers, neither of whom should be from the service responsible for the purchase.

Tenders

- 14.6 All Tenders, excluding those using the approved e-Tendering System, of a value equal to and above £50,000 in value must be returned to The Democratic Services Manager, Corby Borough Council, Corby Cube, Parklands Gateway, George Street, Corby, Northamptonshire NN17 1QG.
- 14.7 Tenders will not be accepted if received by fax, irrespective of value. Quotations equal to and above £10,000 in value will not be accepted if received by any other electronic means unless they have been sought in accordance with an approved e-Tendering System, as detailed at Appendix 2.
- 14.8 The Democratic Services section shall be responsible for the safekeeping of responses until the appointed time of opening. Each response must be:
- 14.8.1 Suitably recorded so as to be able to subsequently verify the date and precise time it was received and opened;
 - 14.8.2 Adequately protected immediately upon receipt, to guard against amendment of its contents; and
 - 14.8.3 Recorded on the Tender Register held within the Directorate.
- 14.9 The Democratic Services section must ensure that all Tenders are opened at the same time, when the period for their submission has ended. A representative of the Procurement section must be present and Tenders must be opened in the presence of two officers, neither of whom should be from the service responsible for the purchase.
- 14.10 The Tender Register must record contract value, date of opening and be signed by the two Officers at the time of opening.
- 14.11 Tenders received after the closing date and time or tenders which are not submitted in accordance with these Orders will be disqualified unless it is agreed otherwise by the Monitoring Officer.
- 14.12 An original version of the successful Tender must be retained for a period of six years from the expiry date of the Contract. Where the Contract has been Sealed, an original version of the successful Tender must be retained for a period of twelve years from the expiry date of the Contract. Unsuccessful Tenders must be kept for twelve months from the commencement date of the Contract.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

CSO 15 CLARIFICATION PROCEDURES

- 15.1 The Council can ask Bidders for clarification of any details submitted as part of their bid. However, such clarification must not involve changes to the basic features of the Bidder's submission.
- 15.2 When requesting clarification, the Officer should discuss this with the Procurement section.

CSO 16 EVALUATION, AWARD AND DEBRIEFING

- 16.1 The evaluation of bids must be conducted in accordance with the evaluation criteria set out in the procurement documents provided to the Bidders and in line with any guidance provided by the Procurement section.
- 16.2 All Bidders must be notified of the Award decision simultaneously in writing (via e-mail is preferable) by the Officer, whether or not their Bid was successful.
- 16.3 For all Tenders (including those below the EU Threshold) the requirements of the EU Regulations in relation to the information in the Award Notice should be adhered to.
- 16.4 Where a Tender is subject to the EU Regulations, the Officer must inform all Bidders of their intention to award a contract to the successful Bidder. The Officer must allow a period of not less than 10 days (known as the Standstill period) after announcing the intention to award, to provide unsuccessful Bidders with the opportunity within that period to challenge the decision before the contract is awarded.
- 16.5 Where the Officer is not certain of the application of EU Regulations to a Tender, or is unsure of the need to publish an OJEU Notice, the Officer should consider use of a VEAT (Voluntary Ex Ante Transparency) Notice and seek advice from the Procurement section.
- 16.6 If a Bidder requests in writing, a further debrief in relation to the award, the Officer must give the appropriate information within 10 working days of the written request.
- 16.7 The confidentiality of Requests for Quotation and Tenders and the identity of Bidders must be preserved at all times and information about one Bidder's response must not be given to another Bidder.
- 16.8 Where an appropriate attempt (for the avoidance of doubt, an "appropriate attempt" is considered as being in line with the cost thresholds set out in these Orders) has been made to procure goods, services, supplies and/or works, which have yielded no response (a "nil return") from Bidders, the Officer may, with appropriate evidence of any "nil return" and in liaison with the Procurement and Legal Services sections, award the contract by negotiating with suitable Bidders. This form of award will still be subject to satisfactory scrutiny, diligence and references, ahead of commencement.

CONTRACT AND OTHER FORMALITIES

CSO 17 CONTRACT DOCUMENTS

- 17.1 All contracts must be in writing.
- 17.2 Every contract equal to or above £10,000 in value must, as a minimum, state clearly, in a form approved by Legal Services:

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

- 17.2.1 That the Supplier must not assign or sub-contract without prior written consent;
 - 17.2.2 That the Council may terminate the contract and recover from the Contractor any amount of loss resulting from the termination in the event that the Contractor is found to be in default of the Public Contracts Regulations 2015;
 - 17.2.3 That the Council may terminate the contract and recover from the Contractor any amount of loss resulting from the termination in the case of Bribery or Corruption. This may, at the Council's absolute discretion, result in exclusion from bidding for future opportunities;
 - 17.2.4 That the Council may terminate in the event that the Contractor fails to carry out the work, or deliver the goods, or deliver any portion thereof, or perform the service (as the case may be) within the time specified;
 - 17.2.5 That the Council may terminate the Contract over a reasonable period of time (usually not less than 30 days of Notice);
 - 17.2.6 Provisions relating to the Data Protection Act 1998, Freedom of Information Act 2000 and General Data Protection Regulation 2018;
 - 17.2.7 Any insurance requirements;
 - 17.2.8 Requirements relating to legislation;
 - 17.2.9 Equalities requirements;
 - 17.2.10 Sustainability requirements;
 - 17.2.11 A right of access to relevant documentation and records of the contractor for monitoring and audit purposes, if relevant;
 - 17.2.12 Pricing mechanism and arrangements for payment, including a clause stating that the Council will pay valid invoices within 30 days of receipt and specifying a duty on suppliers to do the same for sub-contractors;
 - 17.2.13 Rights of termination;
 - 17.2.14 Publicity and media and Intellectual Property; and
 - 17.2.15 Other provisions that should be considered include:
 - 17.2.15.1 Health and Safety requirements;
 - 17.2.15.2 Intellectual Property Rights; and
 - 17.2.15.3 Publicity and Media.
- 17.3 The Officer must seek the formal advice of Legal Services prior to award for the following contracts:
- 17.3.1 Where the total value is equal to or exceeds £10,000;
 - 17.3.2 Those involving lease arrangements;

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

- 17.3.3 Those which are complex or involve a recognisable risk;
 - 17.3.4 Where it is an extension to an existing contract within its terms that will take the overall value above £10,000;
 - 17.3.5 Where invoice payments are made to finance or factoring companies;
 - 17.3.6 Those involving the transfer of non land assets;
 - 17.3.7 Those involving TUPE or pension arrangements, and / or
 - 17.3.8 Where it is proposed to use the supplier's own terms for a contract equal to or above £10,000 in value.
- 17.4 All contracts above £500 must be concluded or evidenced in writing before the supply, service or work begins, except in genuinely exceptional circumstances where the Legal Services section confirms, in writing, that the contract delivery can begin beforehand.
- 17.5 Contract documents must be retained in accordance with the Council's Document Retention and Disposal Policy.

Letters of Intent

- 17.6 Letters of intent are strictly prohibited under these Orders unless special authority is obtained from Legal Services.

Performance Bonds

- 17.7 A Supplier shall be required to provide a Guarantee Bond and / or Parent Company Guarantee, in such form as may be approved by Legal Services, in respect of any contract that equals or exceeds the values identified in appendix 3.
- 17.8 Consideration shall be given to the risk involved in all cases and Bonds / Parent Company Guarantees may be required in other appropriate cases as specified by Legal Services and the Section 151 Officer.
- 17.9 Where it is proposed to waive the need to require a Bond or Parent Company Guarantee, the Officer should seek the advice of Legal Services in the first instance.

Execution of Contracts

- 17.10 Every Contract entered into by or on behalf of the Council that equals or exceeds in value (in money or money's worth):
- 17.10.1 £100,000 shall be in writing and sealed by affixing the Common Seal of the Council and attested by two people as set out in the Constitution, Part 2 – Article 13.5 Common Seal of the Council;
 - 17.10.2 Above £10,000 but below £100,000 shall be in writing and signed by the appropriate Head of Service and Legal Services Manager or their authorised signatory; and
 - 17.10.3 Up to £10,000 shall be in writing and signed by the Head of Service who shall maintain a record of such Contract.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

- 17.11 Every Contract equal to or above £10,000 in value shall be evidenced in writing in a form approved by the Legal Services section.
- 17.12 A record of each Contract executed in accordance with 17.10 above shall be entered on the Contract Register maintained for that purpose.
- 17.13 If after acceptance of its tender a Supplier fails within a reasonable period of time and without reasonable justification to sign or enter into a formal written Contract, the Council reserves the right to withdraw the Supplier from the Contract. This decision to withdraw the Supplier is the responsibility of the relevant Head of Service and Legal Services section.

CSO 18 PREVENTION OF CORRUPTION / DECLARATION OF INTERESTS

Officers

- 18.1 The Officer responsible for the contract must comply with the Council Code of Conduct and other approved policies and must not invite or accept any gift or reward in respect of the award or performance of any contract.
- 18.2 Officers should have regard to and comply with the Council's Anti-Bribery Policy and Anti-Fraud, Bribery & Corruption Policy when procuring anything.

CSO 19 CONTRACT MANAGEMENT / VARIATION / EXTENSION / TERMINATION

Contract Management

- 19.1 Heads of Service, or their nominated deputies, will name an Officer as the Contract Manager, recorded on the Contract Register, for each new contract within their area of responsibility. All contracts must have a named Officer for the entirety of the contract and that Officer is responsible for the application of these Orders.
- 19.2 For all contracts equal to or above £50,000 in value, the Officer must identify the risks, maintain a suitable risk register, manage the identified risks and ensure contingency measures are in place, as appropriate.
- 19.3 During the life of the contract, the Officer must monitor the overall performance of the contract closely in order to ensure any issues of underperformance are addressed as soon as possible and that the contract remains within budget.

Variation

- 19.4 In any case, where a variation means that the value of a contract would exceed the relevant EU Threshold, or where there is any material change to the contract, the contract must be treated as a new procurement under these Orders. A material change is one which:
- 19.4.1 Would have allowed the admission of other Bidders or the acceptance of another bid;
- 19.4.2 Extends the scope of the contract to goods, services or works not initially covered; or
- 19.4.3 Changes the economic balance in favour of the contractor in a manner not provided for.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

- 19.5 For clarity, a change will be deemed immaterial if the value of the modification is both below the EU Threshold and below 10% of the original contract value (15% for works) after any contract variation.

Extension

- 19.6 A contract should not normally be extended beyond its term unless the contract documents specifically allow for this.
- 19.7 A Framework Agreement shall only be extended if its contract documents specifically allow for this and the original term and extension added together do not exceed four years, except in exceptional circumstances.
- 19.8 Where a business need has been identified which means that a contract is required to be extended beyond the term permissible in the contract, advice must be sought from the Procurement section and Legal Services.
- 19.9 The Officer must be satisfied that such an extension would achieve Value for Money and be reasonable in all relevant circumstances. The Officer must record, in writing, the reasons for reaching these conclusions.
- 19.10 The Officer's Head of Service or Director must give express permission for the Contract to be extended, once all appropriate consultation has been undertaken.
- 19.11 Where the contract is subject to EU Regulations and the OJEU Notice and contract documentation did not state that the contract may be extended, advice must be sought from the Procurement section and Legal Services on how to proceed.
- 19.12 The Public Contract Regulations 2015 state that contracts without predetermined extension options can only be extended by the values listed in appendix 3.
- 19.13 Any extension agreed must be reasonable in order to meet the immediate business needs of the Council and/or allow for a new procurement exercise to be undertaken where appropriate.
- 19.14 No contract may be extended more than once unless this was specifically allowed for in the original contract specification.

Termination

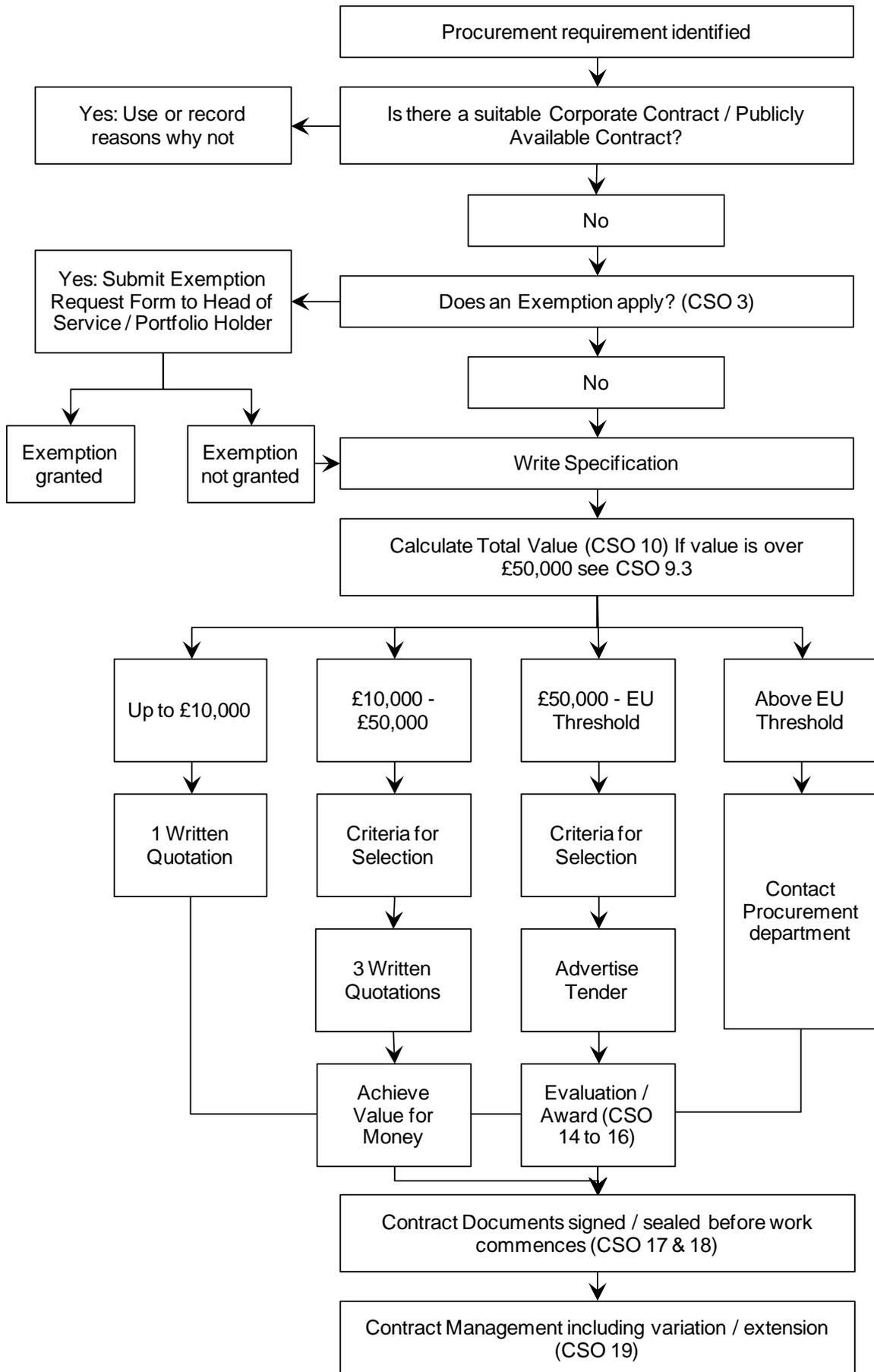
- 19.15 Contracts should be terminated by Legal Services on instructions from the Head of Service or Director.

Assigning Contracts

- 19.16 A Contract can only be assigned with the approval of the Officer and Head of Service or Director.

CORB Y BORO UGH COUNCIL
CONTRACT STANDING ORDERS

APPENDIX 1: QUICK REFERENCE GUIDE TO CONTRACT STANDING ORDERS



CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

APPENDIX 2: ELECTRONIC TENDERING: TENDER OPENING PROCESS

1. Tenders published via the e-Tendering system must be returned electronically via that system. Only in exceptional circumstances, such as where 3D models are required, will paper submission be permitted.
2. Once the bidder has submitted their bid, it remains inaccessible in a locked electronic box until after the closing date and time for the procurement has passed.
3. Once the closing date and time has passed, a representative from the Council's procurement section will see that there are bids to verify (open).
4. A representative from the Council's procurement section will then access the system and remove the electronic seal from the procurement. The received bids are now listed but require individual verification.
5. On time responses: nominated Officers will accept all on time responses and release them.
6. Late responses: Nominated Officers will liaise with the Council's Responsible Officers (detailed in appendix 3) to determine whether such responses should be accepted or rejected. This will depend on the individual circumstances, (as it does with the opening of paper submissions).
7. Verified responses will then be released into the e-Tendering system.
8. It will then be the responsibility of the Council's Responsible Officers to download their tenders, log their receipt and ensure copies are made available to evaluation panel members as appropriate. This will be undertaken by at least two of the Responsible Officers detailed in appendix 3.

Notes

1. An e-Tendering system allows for the procurement documents to be circulated to bidders online, for those bidders to ask questions and get responses online and then for the submission of bids online. The system contains a full audit trail functionality for the procurement, including the "opening" of bids and this can be accessed on request by any member of the procurement section.
2. Council Officers and their nominated deputies, identified as responsible for the opening of electronic bids will receive appropriate training on the system.
3. The e-Tendering system, along with other public sector e-Tendering systems, has to meet stringent requirements for security, confidentiality and data protection.
4. Detailed advice is available to Suppliers on how to use the system both to download and upload bid documents.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

APPENDIX 3: VARIABLE INFORMATION

The following information is subject to change during the term of these Contract Standing Orders and shall be updated as changes occur.

EU Thresholds

From 1st January 2018 to 31st December 2020, the EU Thresholds are:

- Supplies and services: £181,302
- Works: £4,551,413
- Light Touch Regime: approximately £615,278
- Concession contracts: approximately £4,657,735

These values are applicable until the 31st December 2020 and will then be revised. The thresholds are revised every two years.

Contract Extension Values

The Public Contracts Regulations 2015 currently provide the following extension values for contracts without published extension options:

- Supplies and services: 10%
- Works: 15%

Audit Recommendations

Consider and include, as appropriate, any recommendations made by internal or external Audit, unless these are substantial, at which time any recommendations will be brought to Committee for approval.

Responsible Officers

At least two of the following Responsible Officers must be present during the opening of all procurement documents received by the Council, including those received via the Electronic Tendering System:

1. Performance and Procurement Manager;
2. Performance and Procurement Assistant;
3. Democratic Services Manager;
4. Senior Committee Administrator; and
5. Committee Administrator.

Officer Job Titles

Any and all details pertaining to Officer's job titles can be changed to reflect the current structure of the Council, as necessary.

Legislative Changes, Glossary and Document Cross Reference

Any and all legislative changes, changes, additions or deletions to terms included in the Glossary and/or references which exist in other Council documents (e.g. the Council's Constitution or Financial Rules) which affect the Contract Standing Orders can be updated to reflect these changes, as necessary.

CORBY BOROUGH COUNCIL
CONTRACT STANDING ORDERS

Contract Register

The Contract Register shall be maintained by the Procurement section and details recorded in the Contract Register shall include, but not be limited to:

- Body Name;
- Body Reference Code;
- Service Area;
- Section;
- Title of Agreement;
- Scope;
- Contract Reference Number;
- Description;
- Start Date;
- End Date;
- Extension Period;
- Procurement Category
- Contract Threshold Value;
- Supplier Name;
- Supplier Organisation Type; and
- Contract Manager.

Performance Bonds or Parent Company Guarantees

Contract Value	Requirement	Bond or PCG Value
Less than £100,000	Optional	Speak to Legal Services
£100,000 and over	Mandatory	10% of contract value

Where it is proposed to waive the need to require a Bond or Parent Company Guarantee, the Officer should seek the advice of Legal Services in the first instance.

Advertising Websites

All procurements equal to and above £50,000 in value and the relevant EU Threshold must be advertised on Contracts Finder. To place an advert, contact the Procurement section.

Once the Contract has been awarded, an Award Notice must be published on Contracts Finder. Award notices will be published as soon as practicable following the procurement. Please ensure that you record the following information and collate and return it to the Procurement section as soon as the contract is awarded:

- Name of contractor
- Date contract entered into
- Value of contract
- Whether the contractor is an SME (Small and Medium Enterprise) or VCSE (Voluntary, Community and Social Enterprise).

Receipts of tenders by e-mail by use of a locked tender box facility

Tenders and quotations with a value of £10,000 and above may not be returned to the Council through conventional e-mail. This is not secure and any such bids will be disqualified. A locked tender box is available through certain proprietary e-mail systems and may be accepted for use by the Procurement section. Corby Borough Council does not currently have access to a locked e-mail tender box facility.