

**PEAK DISTRICT NATIONAL PARK AUTHORITY**

**STANDING ORDERS**

**PART 2**

**CONTRACT PROCEDURE RULES**

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**2.1 Introduction, Aims and Application of Orders**

1.1 This Part 2 of Standing Orders sets out the rules which must be followed by the Authority when it procures goods, services or works. They shall apply to the issue of any Order and the entry into of any Contract.

1.2 The objectives of this Part 2 of Standing Orders are:

- 1.2.1 To ensure that the Authority’s procurement procedures assist the Authority to deliver Best Value services to the public
- 1.2.2 To seek to promote fairness, competition openness and transparency in the Authority’s procurement procedures
- 1.2.3 To comply with the laws which govern the spending of public money
- 1.2.4 To demonstrate good corporate governance
- 1.2.5 To protect the Authority and its officers from allegations of wrong-doing regarding specific procurement decisions.

1.3 Orders and Contracts shall also comply with the Financial Regulations in Part 3 of Standing Orders. In particular, this specifies the authorisation schedule for awarding contracts as follows:

Below £30,000	£30,001-£50,000	£50,001-£150,000	Above £150,000
Assistant Director or Head of Service or Planning Team Manager	Business case agreed with Director or Assistant Director and Chief Finance Officer	Business case consulted with Resource Management Team	Committee

1.4 Every Contract shall comply with the EU Treaty, the EU Public Procurement Directives, all other applicable EU and domestic legal requirements. In the case of any conflict or inconsistency between these Standing Orders and any legal requirement, the legal requirement shall apply.

1.5 The Chief Executive, after consultation with the Head of Finance may from time to time change the thresholds in these Standing Orders to take account of changes in the retail prices index so that the effectiveness and impact of the thresholds is maintained.

1.6 The Chief Executive, after consultation with the Head of Law and Head of Finance, may from time to time amend these Contract Procedure Rules to correct an obvious error, to reflect changes in the law, to reflect changes in the Authority’s Standing Orders or establishment, or to reflect amended EU thresholds.

1.7 This Part 2 of Standing Orders does not apply:

- 1.7.1 To contracts of employment.
- 1.7.2 To contracts that relate solely to the purchase or sales of land and property where there is no other requirement specified by the Authority as part of the land transaction. Property transactions must comply with Part

3 Financial Regulations, Part 7 Delegation Scheme and the Asset Disposal Procedure.

- 1.7.3 Where the proposed Contract is for the supply of services or the execution of works by the Authority.
- 1.7.4 Grants awarded by the Authority

### **2.2 Contract Value**

- 2.1 The 'estimated value' of a Contract shall be the total value of the Contract net of VAT estimated to be payable over the entire term of the Contract, including any extensions.
- 2.2 Where the Contract period is indefinite or uncertain, the estimated value shall be calculated on the basis that the Contract will be for a period of four years.
- 2.3 Contracts must not be artificially separated so as to circumvent the application of any part of these Standing Orders, the EU Public Procurement Directives or UK Regulations.
- 2.4 Contracts which are each of a value below the relevant EU Threshold may nevertheless be subject to full EU Public Procurement Directives tendering requirements, where they constitute a series of related or repeat purchases. Advice should be sought where this is the case, in order that the relevant procurement method can be adopted.
- 2.5 It should be noted that the value of a contract does not only include the value of the original contract, but also the value of any variations. All contract variations must comply with Standing Order 11 of this Part 2. If any proposed variation brings the total value of a contract over the relevant EU Threshold, a new tender will be required (including placing of notices in the OJEU). Advice should be sought where this is the case, or likely to be the case, in order that the relevant procurement method can be adopted.
- 2.6 Except where there is a suitable Framework Agreement or Approved List:
  - 2.6.1 if, in any 12 month period, two or more contracts below the value of £5,000 are awarded to the same contractor with an aggregated value of £5,000 or more, no further contract can be awarded to that contractor without either establishing an Approved List or inviting at least 3 written Quotations;
  - 2.6.2 if, in any 12 month period, two or more contracts below the value of £25,000 are awarded to the same contractor with an aggregated value of £25,000 or more, no further contract can be awarded to that contractor without following the Tendering Procedures.

### **2.3 Framework Agreements and Approved Lists**

- 3.1 Any Director or Assistant Director may compile and maintain Approved Lists of Contractors for supplies, services or works, within their area of responsibility.
- 3.2 Approved Lists:
  - 3.2.1 shall be established following an advertised competitive process
  - 3.2.2 shall contain the names and addresses of all providers who meet the Approved List criteria.

- 3.2.3 shall indicate the nature and value of Contracts for which the Contractors listed may be used. The value of any Contract entered into may not exceed the relevant EU Threshold.
- 3.2.4 shall be reviewed and re-established every three years.
- 3.3 A Contractor may be removed from an Approved List should their circumstances change, to the extent that they no longer meet the criteria for inclusion in the Approved List.
- 3.4 Any Contractor may, by giving written notice, withdraw from any Approved List.
- 3.5 No Contractor can be added to an Approved List except in accordance with the procedure in clause 3.2.
- 3.6 In addition, Directors or Assistant Directors, with the assistance of the Head of Finance, may set up a Framework Agreement in line with EU Public Procurement Directives, where applicable, with one or more suppliers of particular goods and services.
- 3.7 When advertising for Framework Agreements the advertisement must indicate:
  - 3.7.1 That it is a framework which is being tendered
  - 3.7.2 The duration of the arrangement (which must not exceed 4 years)
  - 3.7.3 The expected maximum number of suppliers
  - 3.7.4 The total estimated value of the contracts to be covered by the arrangement
  - 3.7.5 The award criteria for choosing suppliers and subsequent criteria for placing orders
- 3.8 The estimated value in relation to Framework Agreements is the estimated maximum value over its lifetime. This must be carefully considered in the context of the EU Thresholds.
- 3.9 In any case where a Framework Agreement is in place:
  - 3.9.1 Subsequent 'call-offs' from that Framework Agreement must not contain substantial amendments to the original terms of the agreement
  - 3.9.2 Orders to be placed against a known price or one indexed by price indices do not require further competition
  - 3.9.3 In circumstances where the price was not specified under the Framework Agreement an Order can only be placed if a 'mini-competition' is held between at least three of the Framework Contractors (applying the relevant Standing Order from this Part 2, dependent on the value of the Framework Contract).
  - 3.9.4 New contractors may not be added to the Framework Agreement. If new contractors are required, a new tender process must be pursued.
- 3.10 Where there is no Approved List or Framework Agreement, an Authorised Officer shall use an approved tender procedure in accordance with these Standing Orders.

## 2.4 Procurement Methods

4.1 The procurement method to be used is dependent on the estimated value of the Contract. The table below summarises the various procurement methods.

Estimated value	Procurement Method	Details	Format
Up to £5000	Request for Quotation	At least one written Quotation must be obtained	Order or Contract
£5,001 to £25,000	Request for Quotation	At least three written Quotations must be requested	Order or Contract
Above £25,000 but below EU Thresholds	Tender	At least three Tenders must be invited	Written Contract
Above EU Thresholds	EU compliant Tender	Public Contracts Regulations 2015 must be complied with	Written Contract
Any	Existing Framework Agreement	Must ensure that the Framework is compliant with relevant regulations	

4.2 For the avoidance of doubt, the Authority, statutory officers, or a Director or Assistant Director may require a tender process in respect of any procurement, whatever the estimated value.

4.3 Once a tender process has been commenced for the execution of any work or for the supply of goods, services or materials, no further negotiations shall take place with any person in respect of that work, goods, services or materials except in accordance with these Tendering Procedures, until such time as the tendering process has been fully completed.

4.4 In the event that it is believed to be desirable or advantageous for the Authority to abandon, suspend or modify a tender process, so as to proceed other than in accordance with the Tendering Procedures, advice shall be obtained from the Head of Law before any such action is resolved or taken.

## 2.5 Procurement Procedures for Contracts not exceeding £25,000

5.1 Where the estimated value of a proposed Contract does not exceed £25,000, the contractor or supplier shall be selected in the following way:

5.1.1 Where there is a suitable Framework Agreement available, that Framework Agreement shall be used.

5.1.2 Where no Framework Agreement is available:

i) at least one written Quotation shall be obtained before entering into any Contract where the estimated value does not exceed £5,000

ii) at least three written Quotations shall be requested before entering into any Contract where the estimated value exceeds £5,000 but does not exceed £25,000

- 5.2 Where a relevant Approved List exists, the written Quotations should be sought from the Contractors included on it.
- 5.3 All Quotations must specify:
- 5.3.1 The goods, services or works to be supplied
  - 5.3.2 When they are to be supplied
  - 5.3.3 The proposed price
  - 5.3.4 Responses should be clearly labelled as “Quotations” with the due date and the name of the project and the lead officer identified on the Quotation
- 5.4 The due date set for the submission of Quotations must allow sufficient time relevant to the complexity of the request for suppliers to respond.
- 5.5 Quotations should be opened at the same time after the due date and witnessed by another officer, with the amounts and signatures of attending officers recorded.
- 5.6 The criteria for award must ensure that best value is achieved in line with the specified requirements. If evaluation of the Quotations is required this should be carried out by the relevant Head of Service/Assistant Director and the result recorded.
- 5.7 The relevant Officer should carry out a check of the Authority’s enforcement and legal files to ascertain whether any of the operators are the subject of any enforcement action or other pending investigations from either the Authority or other public agencies, in respect of planning, environmental or any other regulatory matters. Any such operators will be excluded from consideration.
- 5.8 Any operator known to have contravened environmental or animal welfare legislation, and where concerns still remain about their standards, will not be considered. The Authority will also exclude from consideration for Contracts any operators engaging in activities which clearly contravene the Authority’s environmental policies.
- 5.9 It shall be permissible to enter into a Contract not exceeding £25,000 in value on the basis of an Order alone, without a Written Contract. An Order should, as a minimum, define cost, goods, delivery and timescales. The Authority’s standard terms and conditions should, if possible, be incorporated into or be attached to all Orders.
- 5.10 Although a Written Contract is not required under these Standing Orders where the contract value is less than £25,000, it may be more appropriate where a unique, unusual or bespoke service supply or works are to be provided to use a Written Contract to ensure that the Authority is adequately protected. Advice from the Head of Law should be sought in such circumstances.
- 5.11 Tenders can be invited in respect of any proposed Contract, even if the estimated value is below £25,000. If Tenders are to be invited, the Tendering Procedures set out at Standing Order 7 of this Part 2 must be followed.
- 5.12 Where Written Contracts are used, signed original Contracts must be forwarded to Legal Services to be put on the Authority’s database and stored in the deeds safe. Electronic copies must be retained by the relevant contract manager.

5.13 The following details must be added to the Authority's Contracts Register [\[here – link\]](#) in respect of all Contracts and Orders exceeding £5,000 in value on the day of the award of Contract:

- 5.13.1 the Contract reference number
- 5.13.2 the title of the agreement
- 5.13.3 the department responsible
- 5.13.4 the name of the Contractor
- 5.13.5 a summary of the works to be executed or the goods and services supplied
- 5.13.6 the Contract duration
- 5.13.7 the sum to be paid over the length of the contract or the estimated annual spending or budget for the contract
- 5.13.8 start, end and review dates
- 5.13.9 whether or not the contract was the result of an invitation to quote or a published invitation to tender, and
- 5.13.10 whether or not the supplier is a SME or VCSE and where it is, the relevant registration number

## 2.6 Procurement Procedures for Contracts exceeding £25,000

6.1 Where the estimated value of a proposed Contract exceeds £25,000, the contractor or supplier shall be selected in the following way:

- i) if there is a suitable Framework Agreement available, that Framework Agreement shall be used.
- ii) Where no Framework Agreement is available, at least three competitive Tenders shall be invited. Where a relevant Approved List exists, the Tenders should be sought from Contractors included on it. Where no Approved List is available, the Tenders should be invited following the Tendering Procedures set out at Standing Order 7 of this Part 2.

6.2 All Contracts exceeding £25,000 in value shall be in the form of a Written Contract and not on the basis of an Order alone.

## 2.7 Tendering Procedures

7.1 The Officer responsible for leading the procurement exercise may select to use the open procedure or the restricted (2 stage) procedure.

### 7.2 Open procedure

- 7.2.1 Notice inviting Tenders shall be placed on the Authority's website and on Contracts Finder [\[link here\]](#), and may, where appropriate, be placed in relevant publications.
- 7.2.2 The invitation to tender must state:
  - 7.2.2.1 The nature and purpose of the contract
  - 7.2.2.2 The closing date and time for the receipt of Tenders
  - 7.2.2.3 How and to whom any interested party is to respond if it wishes to be considered
  - 7.2.2.4 Any other requirements for participating in the procurement

- 7.2.2.5 The reference number
- 7.2.2.6 The title
- 7.2.2.7 A description of the goods and/or services sought
- 7.2.2.8 Start, end and review dates
- 7.2.2.9 The department responsible
- 7.2.2.10 That no Tender will be accepted unless it is enclosed in the special envelope bearing the distinctive label which will be supplied with the tender forms by the issuing officer, or via the Authority's e-tendering system if applicable
- 7.2.2.11 That no name, mark or wording which might indicate the sender should appear on the cover of the special envelope bearing the Tender
- 7.2.2.12 That Tender envelopes should bear the correct postage, be properly sealed and addressed to the Head of Finance, or, if using the e-tendering system, delivered in accordance with the requirements of that system
- 7.2.2.13 That proof of posting will not be accepted as proof of delivery if the Tender fails to arrive at the address shown on the tender envelope label before the closing date and time fixed for the receipt of that Tender
- 7.2.2.14 The evaluation criteria to be adopted for the Contract. These must be capable of objective assessment, include price and other relevant factors, and be weighted by relative importance
- 7.2.2.15 That the Authority does not bind itself to accept the lowest or any Tender
- 7.2.2.16 That failure to comply with any of the foregoing requirements may render a Tender liable to disqualification.

### 7.3 **Restricted (2 stage) procedure**

- 7.3.1 Notice shall be placed on the Authority's website and on Contracts Finder [\[link here\]](#), and may, where appropriate, be placed in relevant publications, inviting expressions of interest in submitting a Tender. The notice must state:
  - 7.3.1.1 The nature and purpose of the contract
  - 7.3.1.2 How and to whom any interested party must respond if it wishes to be considered;
  - 7.3.1.3 How and to whom such an interested party is to respond;
  - 7.3.1.4 Any other requirements for participating in the procurement;
- 7.3.2 Tenders must be invited from at least three of the persons who have expressed an interest in response to the public notice or, if fewer than three persons have applied and are considered suitable, to all such persons applying. Where the estimated value of a proposed contract exceeds £150,000, the list of persons invited to tender shall be approved by the Chief Executive or relevant Director or Assistant Director. If only one expression of interest is received, the relevant Director must consult with the Head of Finance and provide evidence to show that the Authority can obtain value for money.

7.3.3 The subsequent invitation to tender shall comply with 7.2.1 and 7.2.2 above.

7.4 The period of notice required in 7.2.1 and 7.3.1 shall be reasonable and proportionate in all the circumstances, sufficient to enable interested parties to become aware of it, and in any event shall be at least ten days. Publication on Contracts Finder must be within 24 hours of first advertising the contract opportunity in any other way. The information must remain published on Contracts Finder throughout the specified time, unless the award procedure is abandoned.

7.5 Any relevant contract documents shall be made available free of charge on a website to which a link is provided within the information published on Contracts Finder.

### 7.6 **Receipt, custody and opening of Tenders**

7.6.1 On receipt, all tender envelopes shall be endorsed with the time and date of receipt and kept secure and unopened in the custody of the Head of Finance until the time appointed for their opening.

7.6.2 No Tenders received after the specified date and time shall be considered and shall be returned promptly to the tenderer. A late Tender may be opened to ascertain the name of the tenderer but no details of the Tender shall be disclosed.

7.6.3 Tenders shall be opened at one time, which shall be as soon as possible after the closing time fixed for the receipt of such Tenders, and only in the presence of a panel of officers comprising the Head of Finance or his/her deputy and a Director or Assistant Director or Head of Service or his/her deputy.

7.6.4 All Tenders received shall be recorded in the tender book.

### 7.7 **Alteration of Tenders**

Tenderers shall not be allowed to alter their Tenders after the date fixed for their receipt, but arithmetical errors may be corrected and, if a Tender has been accepted before such an arithmetical correction, the acceptance shall be confirmed if the alteration has not increased the amount but otherwise the Chief Executive or relevant Director or Assistant Director, in consultation with the Director of Corporate Resources shall have a discretion whether or not to confirm acceptance at the altered price, but such discretion shall only be exercised where the Tender concerned would still be the most favourable to the Authority in relation to other Tenders received.

### 7.8 **Evaluation and Acceptance of Tenders**

7.8.1 The Officer responsible for leading the procurement exercise shall ensure that the Tenders received are evaluated in accordance with the evaluation criteria that have been adopted for the Contract, and stated in the invitation to tender. In some instances (particularly where there are several tender returns or the tender is complex) an evaluation table may be used to score the tenderers against the evaluation criteria. An example can be found at [\[link here\]](#).

- 7.8.2 The opportunity must be given to the Head of Finance to assess whether a financial viability test is required prior to contract award. All tenderers must be vetted by the Head of Service for technical competence.
- 7.8.3 The relevant Officer should carry out a check of the Authority's enforcement and legal files to ascertain whether any of the tenderers are the subject of any enforcement action or other pending investigations from either the Authority or other public agencies, in respect of planning, environmental or any other regulatory matters. Any such tenderers will be excluded from consideration.
- 7.8.4 Any tenderer known to have contravened environmental or animal welfare legislation, and where concerns still remain about their standards, will not be considered. The Authority will also exclude from consideration for Contracts any tenderers engaging in activities which clearly contravene the Authority's environmental policies.
- 7.8.5 The relevant Officer shall produce a report evaluating each Tender received against the evaluation criteria. The report shall identify the tenderer who has submitted the Tender that achieves the highest score in the evaluation, and recommend the award of the Contract to that tenderer. A form of tender return report can be found here [\[link here\]](#). The Authorised Officer's recommendation in the tender return report should be approved by the following in consultation with the Head of Finance:
- 7.8.5.1 Contracts under £30,000: Head of Service
  - 7.8.5.2 Contracts over £30,000: Assistant Director
  - 7.8.5.3 Contracts over £150,000: Director in consultation with Chair of appropriate committee
- (Note that this is subject to any particular requirements of any committee authorisation for the contract).
- A copy of the authorisation should be given to the Head of Finance.
- 7.8.6 No Contract may be awarded unless the expenditure involved has been included in approved estimates or on capital or revenue accounts, or has been otherwise approved by, or on behalf of, the Authority.
- 7.8.7 A Tender other than the lowest shall only be accepted after approval from the Chief Executive or a relevant Director or Assistant Director.
- 7.8.8 If, following receipt or acceptance of Tenders, it becomes necessary to enter into negotiations with any of the tenderers, the Head of Law must be consulted before commencing such negotiations.

## 2.8 Form and Content of Contracts

- 8.1 Every Contract with a value of £25,000 or more shall be in the form of a Written Contract. All Written Contracts shall:

- 8.1.1 Be in writing and signed by the Head of Law or Assistant Solicitor or Director of Corporate Resources
- 8.1.2 Be in a form and contain such clauses as are approved by Legal Services;
- 8.1.3 Specify:
  - i) The goods, materials, advice or services to be supplied and the work to be performed;
  - ii) The total price to be paid together with details of the proportion of the price payable for any discrete part or parts of the contractual obligations
  - iii) The time or times within which the Contract is to be performed and whether time of the essence of the contract
  - iv) Any milestones set for completion of specified tasks or parts of the Contract
  - v) The specifications and standards to be applied to the Contract, such as appropriate British Standard Specification, British Standard Code of Practice, etc, and including full details of outputs, outcomes and performance assurance measures;
  - vi) Responsibility for monitoring performance of the Contract, together with controls over sub-contractors;
  - vii) Any liquidated damages payable on default or other sufficient security for due performance;
  - viii) The circumstances in which the Contract may be terminated, cancelled or suspended with or without notice and the consequences of such termination;
  - ix) Suitable provisions relating to prompt payment of invoices by the Authority in accordance with Regulation 113 of the UK Regulations;
  - x) All such other conditions and terms as may be agreed between the parties.
- 8.1.4 Comply with all legislative requirements, including Health and Safety at Work Regulations;
- 8.1.5 Contain a requirement that the contractor indemnify the Authority against:
  - i) any claim which may be made in respect of Employers' Liability against the Authority or the contractor by any workmen employed by the contractor or any sub-contractor in the execution of the works;
  - ii) any claim for bodily injury to or damage to property of third parties

8.1.6 Include a clause empowering the Authority to terminate the Contract and to recover all its loss in the event of corruption (including but not limited to any offence under Section 117(2) of the Local Government Act 1972 and the Bribery Act 2010) by the Contractor, its employees or anyone acting on the Contractor's behalf.

8.2 The Contract should also address the questions (where relevant) of:

- 8.2.1 Insurance; loss in transit; non-delivery of goods;
- 8.2.2 Delivery; acceptance; testing; trial periods; return of goods;
- 8.2.3 Intellectual property rights (eg. Copyright)
- 8.2.4 Indemnity, liability and insurance;
- 8.2.5 Data protection and/or confidentiality and Freedom of Information;
- 8.2.6 National insurance and superannuation;
- 8.2.7 VAT
- 8.2.8 Defects liability and retention

## 2.9 Post Award of Contract

9.1 Following award of the Contract or Order where the value is £25,000 or above the following information must be published on Contracts Finder within a reasonable time:

- 9.1.1 The name of the contractor;
- 9.1.2 The date on which the Contract was entered into;
- 9.1.3 The value of the Contract;
- 9.1.4 Whether the contractor is a SME or VCSE.

(Information may be withheld from publication where its release would impede law enforcement, be contrary to the public interest, prejudice commercial interests of an economic operator or prejudice fair competition between economic operators)

9.2 Signed original Contracts must be forwarded to Legal Services to be put on the Authority's database and stored in the deeds safe. Electronic copies must be retained by the relevant contract manager.

9.3 The following details must be added to the Authority's Contracts Register [\[here – link\]](#) in respect of all Contracts and Orders exceeding £5,000 in value on the day of the award of Contract:

- 9.3.1 the Contract reference number
- 9.3.2 the title of the agreement
- 9.3.3 the department responsible
- 9.3.4 the name of the Contractor
- 9.3.5 a summary of the works to be executed or the goods and services supplied
- 9.3.6 the Contract duration
- 9.3.7 the sum to be paid over the length of the contract or the estimated annual spending or budget for the contract
- 9.3.8 start, end and review dates
- 9.3.9 whether or not the contract was the result of an invitation to quote or a published invitation to tender, and

- 9.3.10 whether or not the supplier is a SME or VCSE and where it is, the relevant registration number

### **2.10 Procurement Procedures for Contracts exceeding the EU Thresholds**

- 10.1 Where the estimated value of a proposed Contract exceeds the EU Thresholds, the procedures required by the EU must be complied with, including publication of the advertisement in OJEU, and officers should consult with the Head of Law to determine the method of procurement.

### **2.11 Contract Variation**

- 11.1 Funding must be identified before any variation of any Order or Contract is approved in accordance with the Authority's Financial Regulations.
- 11.2 Prior approval must be obtained from the relevant Director after consultation with the Chair of the relevant Committee, if the proposed variation would together with all other variations to the Order or Contract:
- 11.2.1 extend the Contract value or period by 50% or more; and/or
  - 11.2.2 mean the works, services or goods to be added to or deleted from the Contract are substantially different in scope
- 11.3 Contract variations must be recorded in writing and signed by the Contractor and the Authorised Officer.

### **2.12 Exemption of Standing Orders**

- 12.1 This Part 2 of Standing Orders shall apply to all goods, services and works purchased by the Authority. Exemption from any of the provisions of these Standing Orders may be appropriate in the following circumstances:
- 12.1.1 Partnership arrangements. A partner is defined as an individual or organisation which the Authority is statutorily obliged to employ for a particular purpose, or with whom the Authority has a written arrangement, approved by the Authority, to provide works, goods or services as a common undertaking.
  - 12.1.2 Works orders placed with utility companies, eg. for re-routing cables or pipework. The term 'utilities' does not include telecommunications.
  - 12.1.3 Genuine emergencies – critical preventative or remedial work where there is a real and imminent risk to the safety of people or property or serious disruption to Authority services or significant loss would be suffered by the Authority arising from an unforeseen event or incident. Any Contract entered into under this exemption must not be for a term of more than 6 months
  - 12.1.4 Urgent situations not of the Authority's own making – the urgency must have been reasonably unforeseeable (eg. existing supplier going into liquidation, urgently imposed statutory changes, etc.) and genuinely be a

case of 'time is of the essence'. Urgency arising through problems of the Authority's own making (whatever the cause and regardless of whether it involved previous delays or shortage of resources, etc.) shall not in itself justify exemption. Any contract entered into under this exemption must not be for a term of more than 6 months

- 12.1.5 Collaborative/Joint Purchasing – where another authority/public body is acting as 'lead buyer' and provided that the body awarding the contract can demonstrate that the arrangements comply with the requirements of Best Value, the requirement to undertake competition between providers and other applicable legislation including, where applicable, the EU Public Procurement Directives. This includes any wider public sector agreements, eg. Crown Commercial Service contracts, etc
  - 12.1.6 Sole source of supply – where suitable goods or services are genuinely only available from one supplier (eg. if patent, copyright or other exclusive design rights exist). Similarly, for any highly specialised/niche services where, for all practicable purposes, no realistic alternative source of supply exists.
  - 12.1.7 Reasons of compatibility – if compatibility with existing goods, equipment or services is essential and where they cannot be sourced from another supplier (eg. 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.
  - 12.1.8 An agreement to delegate a function of the Authority to another local authority under section 101 or 102 of the Local Government Act 1972.
- 12.2 Requests for exemption from Standing Orders should be submitted in writing and using the form in Appendix 1, signed by the officers below according to the estimated value. In all instances the exemption should be sent to the Chief Finance Officer for approval, who will then forward the authorised form to Legal Services.
- 12.2.1 Where the estimated value is up to £30,000, the relevant Assistant Director or Head of Service or Planning Team Manager;
  - 12.2.2 Where the estimated value is over £30,000 but below £50,000, a business case agreed with the relevant Director or Assistant Director and the Chief Finance Officer;
  - 12.2.3 Where the estimated value is over £50,000 but below £150,000, a business case consulted with the Resource Management Team;
  - 12.2.4 Where the estimated value is over £150,000, the relevant Committee.

### Glossary

In this Part 2 of Standing Orders, the following terms have the following meanings:

- 1.1 'Approved List' means a list of suitable Contractors drawn up under Standing Order 3 of this Part 2;
- 1.2 'Asset Disposal Procedure' means the procedure adopted by the Authority for the disposal of assets;
- 1.3 'Authorised Officer' means:
  - (1) the Chief Executive
  - (2) any Director or Assistant Director of the Authority
  - (3) any officer of the Authority duly authorised to sign Orders or Contracts on behalf of the Authority;
- 1.4 The term 'Contract' shall apply to all agreements, including Orders, between the Authority and one or more person(s) for the supply and/or disposal of goods, materials or services, the execution of works, the use of consultants, or for the hire, rental or lease of goods or equipment, irrespective of value, but shall exclude contracts of employment or for the sale and purchase of any interest in land;
- 1.5 'Contracts Finder' means a web-based portal provided, under that name, by or on behalf of the Cabinet Office;
- 1.6 'EU Public Procurement Directives' means EU Directive 2004/18/EC and any Directives and Regulations by which it is applied, extended, amended, consolidated or replaced and any re-enactment thereof;
- 1.7 'EU Thresholds' means the thresholds for public advertisement of goods, works and services contracts as provided for in the EU Public Procurement Directives and advised by the Government;
- 1.8 'Framework Agreement' means a formal tendered agreement that sets out the terms and conditions under which specific purchases can be made throughout the term of the agreement from the successful tenderer in unpredicted quantities at various times during the period that the agreement is in force;
- 1.9 'OJEU' means the Official Journal of the European Union;
- 1.10 'Order' means an official order issued by the Authority containing the Authority's relevant standard terms and conditions which authorises or guarantees payment for the supply of goods, materials or services, or for the execution of works;
- 1.11 'Quotation' means a written offer made in respect of the supply and/or disposal of goods, materials or services, or for the execution of works;
- 1.12 'SME' stands for 'small and medium-sized enterprise' and means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;

- 1.13 Statutory Officers means the Head of Paid Service, the Chief Finance Officer and the Monitoring Officer
- 1.14 ‘Tender’ means a sealed bid for the supply and/or disposal of goods, materials or services, or for the execution of works, made in accordance with the provisions of the Tendering Procedures;
- 1.15 ‘Tendering Procedures’ means the provisions set out in clause 7 of this Part 2 of Standing Orders;
- 1.16 ‘UK Regulations’ means the Public Contracts Regulations 2015;
- 1.17 ‘VCSE’ stands for ‘voluntary community and social enterprise’ and means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
- 1.18 ‘Written Contract’ means a formal contract document, drafted or approved by the Head of Law or the Director of Corporate Resources and signed by an Authorised Officer, containing a full statement of all the terms and conditions to be applied to the Contract.

**Request for Exemption Form**

<b>To:</b> <i>(Name of relevant Director/Assistant Director/RMT/ Committee approving exemption)</i>		
<b>From:</b> <i>(Name of Officer registering this exemption)</i>		
<b>Name of contract :</b> <i>(to be exempted from the recognised procurement methods within the Contract Standing Orders)</i>		
<b>Purpose of Contract</b>		
<b>Proposed Contract period:</b>	<b>From:</b>	<b>To:</b>
<b>Total Contract Value £</b>		
<b>Category of Exemption</b>	<b>Justification</b>	
Partnership arrangement		
Works orders placed with utility companies		
Genuine Emergencies		
Urgency not of the Authority's own making		
Collaborative/Joint Purchasing <i>(state name of lead purchasing authority)</i>		
Sole source of supply		
Reasons of compatibility		
Delegation of function		
Other Reason (please state):		
<b>Please Attach supporting evidence</b>		
In accordance with the Standing Orders I certify that the information given is accurate		
Signed:	<b>[SIGNATORY @ 12.2.1-12.2.4 above]</b>	
Date:		
Please send the completed Registration of Exemption form for approval to the Chief Finance Officer who will forward to Legal Services.		
<b>Exemption Approved by:</b>	<b>[CHIEF FINANCE OFFICER ONLY]</b>	
<b>Date:</b>		

**TABLE OF PROCUREMENT METHODS**

Estimated Value	Authorisation Required	Procurement Method	Evaluation Approval	Format	Publication of Opportunity	Publication of Contract	Exemption Request signed by
Up to £5,000	Assistant Director or Head of Service or Planning Team Manager	At least one written Quotation must be obtained (rule 5.1.2)	Head of Service if lowest tender	Order or Contract	No	No	Assistant Director or Head of Service or Planning Team Manager
£5,001 to £25,000	Assistant Director or Head of Service or Planning Team Manager	At least three written Quotations must be requested (rule 5.1.2)	Head of Service if lowest tender	Order or Contract	No	Yes – PDNPA Contracts Register/ website	Assistant Director or Head of Service or Planning Team Manager
£25,001 to £30,000	Assistant Director or Head of Service or Planning Team Manager	Tender process (rule 7)	Head of Service if lowest tender	Written Contract	Yes – PDNPA Website and Contracts Finder	Yes – PDNPA Contracts Register/ Website and Contracts Finder	Assistant Director or Head of Service or Planning Team Manager
£30,001 to £50,000	Business case agreed with Director or Assistant Director and Chief Finance Officer	Tender process (rule 7)	Assistant Director	Written Contract	Yes – PDNPA Website and Contracts Finder	Yes – PDNPA Contracts Register/ website and Contracts Finder	Business case agreed with Director or Assistant Director and Chief Finance Officer
£50,001 to £150,000	Business case consulted with Resource Management Team	Tender process (rule 7)	Assistant Director	Written Contract	Yes – PDNPA Website and Contracts Finder	Yes – PDNPA Contracts Register and Contracts Finder	Business case consulted with Resource Management Team
Above £150,000 but below EU thresholds	Committee	Tender process (rule 7)	Director consulting with Chair of Committee	Written Contract	Yes – PDNPA Website and Contracts Finder	Yes – PDNPA Contracts Register and Contracts Finder	Committee
Above EU thresholds	Committee	Public Contracts Regulations 2015 must be fully complied with (rule10)	Director in consulting with Chair of Committee	Written Contract	Yes – PDNPA Website and Contracts Finder	Yes – PDNPA Contracts Register and Contracts Finder	Committee