

CONTRACT STANDING ORDERS

INDEX

A BRIEF GUIDE TO CONTRACT STANDING ORDERS	3
SECTION 1: SCOPE OF CONTRACT STANDING ORDERS	4
CSO1 BASIC PRINCIPLES	4
CSO2 OFFICER RESPONSIBILITIES	4
CSO3 EXEMPTIONS, COLLABORATIVE AND E-PROCUREMENT ARRANGEMENTS	5
CSO4 RELEVANT CONTRACTS	7
SECTION 2: COMMON REQUIREMENTS	8
CSO5 STEPS PRIOR TO PURCHASE	8
CSO6 RECORDS	8
CSO7 ADVERTISING, APPROVED LISTS AND FRAMEWORK AGREEMENTS	9
SECTION 3: CONDUCTING PURCHASE AND DISPOSAL	13
CSO8.0 COMPETITION REQUIREMENTS FOR PURCHASE, DISPOSAL AND PARTNERSHIP ARRANGEMENTS	13
CSO9 PRE- TENDER MARKET RESEARCH AND CONSULTATION	15
CSO10 STANDARDS AND AWARD CRITERIA	16
CSO11 INVITATIONS TO TENDER/QUOTATIONS	16
CSO12 SHORTLISTING	18
CSO13 SUBMISSION, RECEIPT AND OPENING OF TENDERS/ QUOTATIONS	18
CSO14 CLARIFICATION PROCEDURES AND POST-TENDER NEGOTIATION	19
CSO15 EVALUATION, AWARD OF CONTRACT, AND DEBRIEFING TENDERERS	20
SECTION 4: CONTRACT AND OTHER FORMALITIES	22
CSO16 CONTRACT DOCUMENTS	22
CSO17 BONDS AND PARENT COMPANY GUARANTEES	24
CSO18 PREVENTION OF CORRUPTION	25
CSO19 DECLARATION OF INTERESTS	25
SECTION 5: CONTRACT MANAGEMENT	27
CSO20 MANAGING CONTRACTS	27
CSO21 RISK ASSESSMENT AND CONTINGENCY PLANNING	27
CSO22 CONTRACT MONITORING, EVALUATION AND REVIEW	27
CSO23 CONTRACT EXTENSION	28
DEFINITIONS APPENDIX	29
All costs stated in these Standing Orders are exclusive of VAT, staff costs and fees	

Terms appearing in the Definitions appendix are capitalized

FURTHER ADVICE
Procurement Officer and Procurement Unit Director of Corporate Support

A BRIEF GUIDE TO CONTRACT STANDING ORDERS	
<p>These Contract Standing Orders (issued in accordance with section 135 of the 1972 Local Government Act) are intended to promote good purchasing practice and public accountability and deter corruption. Following these Standing Orders is the best defence against allegations that a purchase has been made incorrectly or fraudulently.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>Officers responsible for purchasing or disposal must comply with these Contract Standing Orders. They lay down minimum requirements and a more thorough procedure may be appropriate for a particular contract and it is therefore recommended that advice be sought from the Procurement Officer. (For example, if Rule 8.1 would normally require that quotes be obtained, it might be appropriate in particular circumstances to seek additional quotations in writing or tender submissions. Equally, it may not always be appropriate to make use of an exemption under Rule 3 even if one might apply or be granted.)</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>For the purposes of these Standing Orders, where there is a requirement for communication to be in writing, this shall be deemed to include e-mail and fax transmissions as well as hard copy.</p> <ul style="list-style-type: none"> ❑ Follow the Standing Orders if you purchase goods or services or order building work. ❑ Take all necessary legal, financial and professional advice. ❑ Declare any personal financial interest in a contract. Corruption is a criminal offence. ❑ Conduct any Best Value review and appraise the purchasing need. ❑ Check whether there is an existing Corporate Contract you can make use of before undergoing a competitive process. ❑ Normally allow at least four weeks for submission of bids (not to be submitted by fax or e-mail). ❑ Keep bids confidential. ❑ Complete a written contract or Fire and Rescue Authority purchase order before the supply or works begin. ❑ Identify a contract manager with responsibility for ensuring the contract delivers as intended. ❑ Keep records of dealings with suppliers. ❑ Assess each contract afterwards to see how well it met the purchasing need and Value for Money requirements. 	<p>FA 26.3.08 min 114 (iii)</p> <p>FA 18.05.09 Min 150</p>

SECTION 1: SCOPE OF CONTRACT STANDING ORDERS		
CSO1 BASIC PRINCIPLES		
1.1	All purchasing and disposal procedures must: <ul style="list-style-type: none"> a) achieve Best Value for public money spent b) be consistent with the highest standards of integrity c) ensure fairness in allocating public contracts d) comply with all legal requirements e) ensure that Non-commercial Considerations do not influence any Contracting Decision f) support the corporate and departmental aims and policies g) comply with the corporate Procurement Strategy and competition policy. 	FA 26.3.08 min 114 (iii)
CSO2 OFFICER RESPONSIBILITIES		
2.1	Officers	
2.1.1.	Officers responsible for purchasing or disposal must comply with these Contract Standing Orders, Financial Regulations, the Code of Conduct and with all UK and European Union binding legal requirements. Officers must ensure that any Agents, Consultants and contractual partners acting on their behalf also comply.	FA 26.3.08 min 114 (iii)
2.1.2	Officers must: <ul style="list-style-type: none"> a) have regard to the guidance in the Purchasing Guide b) check whether a suitable Corporate Contract exists before seeking to let another contract; where a suitable Corporate Contract exists, this must be used unless there is an auditable reason not to c) keep the records required by CSO 6 d) take all necessary legal, financial and professional advice. 	FA 26.3.08 min 114 (iii)
2.1.3	When any employee either of the authority or of a service provider may be affected by any transfer arrangement, Officers must ensure that the Transfer of Undertaking (Protection of Employment) (TUPE) issues are considered and obtain legal advice before proceeding with inviting Tenders or Quotations.	FA 26.3.08 min 114 (iii)

2.2 Chief Officers	
<p>2.2.1 Chief Officers must:</p> <ul style="list-style-type: none"> a) ensure that their staff comply with these Contract Standing Orders b) ensure that contracts completed by signature or seal are forwarded to the Procurement Unit who will arrange for their safekeeping c) ensure that exemptions are properly recorded under CSO 3.2. 	FA 26.3.08 min 114 (iii)
CSO3 EXEMPTIONS, COLLABORATIVE AND E-PROCUREMENT ARRANGEMENTS	
<p>3.1 Exemptions to these Contract Standing Orders will only be granted in exceptional circumstances. Where exemptions are granted this does not negate the need to have a contract in writing in accordance with these Contract Standing Orders. Guidance upon when exemptions may be appropriate can be found in the Purchasing Guide.</p>	FA 26.3.08 min 114 (iii)
<p>3.2 The Fire and Rescue Authority have power to waive any requirements within these Contract Standing Orders for specific projects.</p>	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
<p>3.3 In exceptional circumstances, the Chief Fire Officer also has the power, under the scheme of delegation, to waive any requirements within these Contract Standing Orders rules, provided that, where the contract is likely to exceed £40,000, the chairperson or vice chairperson is consulted.</p>	FA 26.3.08 min 114 (iii)
<p>3.4 Where a proposed contract is likely to exceed the EU Threshold, the Chief Fire Officer has no delegated powers and the matter has to be determined by the Fire and Rescue Authority (see Rule 3.1). No exemption can be used if the EU Procedure applies.</p>	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
<p>3.5 Where an exemption is necessary because of an unforeseeable emergency involving immediate risk to persons, property or serious disruption to Fire and Rescue Authority services, the Officer and the ACO Corporate Support may jointly approve the exemption but they must prepare a report for the next Fire and Rescue Authority to support the action taken.</p>	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150 DLAICT del. 7.1.6 31.08.09

3.6	All exemptions, and the reasons for them, must be recorded using the form in the Purchasing Guide. Exemptions shall be signed by the Officer and countersigned by the ACO Corporate Support.	FA 26.3.08 min 114 (iii) DLAICT del. 7.1.6 31.08.09
3.7	The Procurement Officer must monitor the use of all exemptions.	FA 26.3.08 min 114 (iii)
3.8	In order to secure Value for Money, the authority may enter into collaborative procurement arrangements. The Officer must consult the Procurement Officer where the purchase is to be made using collaborative procurement arrangements with another local authority, government department, statutory undertaker or public service purchasing consortium.	FA 26.3.08 min 114 (iii)
3.8.1	All purchases made via a local authority purchasing and distribution consortium are deemed to comply with these Contract Standing Orders and no exemption is required. However, purchases above the EU Threshold must be let under the EU Procedure, unless the consortium has satisfied this requirement already by letting their contract in accordance with the EU Procedures on behalf of the authority and other consortium members.	FA 26.3.08 min 114 (iii)
3.8.2	Any contracts entered into through collaboration with other local authorities or other public bodies, where a competitive process has been followed that complies with the Contract Standing Orders of the leading organisation, will be deemed to comply with these Contract Standing Orders and no exemption is required. However, advice must be sought from the Procurement Officer. The terms and conditions of contract applicable to any collaborative arrangement including the requirement to undertake competition between providers must be fully complied with.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
3.9	The use of e-procurement technology does not negate the requirement to comply with all elements of these Contract Standing Orders, particularly those relating to competition and Value for Money.	FA 26.3.08 min 114 (iii)

CSO4 RELEVANT CONTRACTS		
4.1	<p>All Relevant Contracts must comply with these Contract Standing Orders. A Relevant Contract is any arrangement made by, or on behalf of, the authority for the carrying out of works or for the supply of goods, materials or services. These include arrangements for:</p> <ul style="list-style-type: none"> (a) the supply or disposal of goods (b) the hire, rental or lease of goods or equipment (c) the delivery of services, including (but not limited to) those related to: <ul style="list-style-type: none"> i. the recruitment of staff ii. land and property transactions iii. financial and consultancy services. 	FA 26.3.08 min 114 (iii)
4.2	<p>Relevant Contracts do not include:</p> <ul style="list-style-type: none"> a) contracts of employment which make an individual a direct employee of the authority, or b) agreements regarding the acquisition, disposal, or transfer of land (for which Financial Regulations shall apply). 	FA 26.3.08 min 114 (iii)

SECTION 2: COMMON REQUIREMENTS		
CS05 STEPS PRIOR TO PURCHASE		
5.1	<p>The Officer must appraise the purchase, in a manner commensurate with its complexity and value, and taking into account any guidance in the Purchasing Guide, by:</p> <ul style="list-style-type: none"> a) taking into account the requirements from any relevant Best Value review b) appraising the need for the expenditure and its priority c) defining the objectives of the purchase d) assessing the risks associated with the purchase and how to manage them e) considering what procurement method is most likely to achieve the purchasing objectives, including internal or external sourcing, partnering, packaging strategy and collaborative procurement arrangements with another local authority, Fire and Rescue Authority, government department, statutory undertaker or public service purchasing consortium f) consulting users as appropriate about the proposed procurement method, contract standards and performance and user satisfaction monitoring g) drafting the terms and conditions that are to apply to the proposed contract h) setting out these matters in writing if the Total Value of the purchase exceeds £10,000. 	<p>FA 26.3.08 min 114 (iii)</p> <p>FA 18.05.09 Min 150</p>
5.2	and by confirming that there is specific authority or delegated approval for the expenditure	FA 26.3.08 min 114 (iii)
CS06 RECORDS		
6.1	Where the Total Value is less than £10,000, the following records must be kept:	FA 26.3.08 min 114 (iii) FA 18.05.07 Min 150
6.1.1	<p>invitations to quote and Quotations a record of:</p> <ul style="list-style-type: none"> a) of any exemptions and the reasons for them b) of the reason if the lowest price is not accepted 	FA 26.3.08 min 114 (iii)

<p>6.1.2 written records of communications with the successful contractor or an electronic record if a written record of the transaction would normally not be produced.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>6.2 Where the Total Value exceeds £10,000 the Officer must record:</p> <ul style="list-style-type: none"> a) the method for obtaining bids (see CSO 8.1) b) any Contracting Decision and the reason for it c) any exemption under CSO 3 together with the reasons for it d) the Award Criteria in descending order of importance e) tender documents sent to and received from Tenderers pre-tender market research f) clarification and post-tender negotiation (to include minutes of meetings) g) the contract documents h) post-contract evaluation and monitoring i) communications with Tenderers and with the successful contractor throughout the period of the contract. 	<p>FA 26.3.08 min 114 (iii)</p> <p>FA 18.05.09 Min 150</p>
<p>6.3 Successful tenders must be kept for six years after the end of the contract. Documents which relate to unsuccessful Tenderers should be kept for 12 months from award of contract, provided there is no dispute about the award.</p>	<p>FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150</p>
<p>CSO7 ADVERTISING, APPROVED LISTS AND FRAMEWORK AGREEMENTS</p>	
<p>7.1 Identifying and Assessing Potential Tenderers</p>	
<p>7.1.1 Officers shall ensure that, where proposed contracts, irrespective of their Total Value, might be of interest to potential Tenderers located in other member states of the EU, a sufficiently accessible advertisement is published. Generally, the greater the interest of the contract to potential bidders from other member states, the wider the coverage of the advertisement should be. Examples of where such advertisements may be placed include:</p> <ul style="list-style-type: none"> a) the Fire and Rescue Authority's website b) portal websites specifically created for contract advertisements such as Sell to Wales 	<p>FA 26.3.08 min 114 (iii)</p> <p>FA 18.05.09 Min 150</p>

<ul style="list-style-type: none"> c) national official journals, or d) the Official Journal of the European Union (OJEU)/Tenders Electronic Daily (TED) (even if there is no requirement within the EU Procedure). 	
<p>7.1.2 Officers are responsible for ensuring that all Tenderers for a Relevant Contract are suitably assessed. The assessment process shall establish that the potential Tenderers have sound:</p> <ul style="list-style-type: none"> a) economic and financial standing b) technical ability and capacity to fulfill the requirements of the authority 	FA 26.3.08 min 114 (iii)
<p>7.1.3 This shall be achieved in respect of proposed contracts that are expected to exceed £75,000 by selecting firms from:</p> <ul style="list-style-type: none"> a) Approved Lists of providers, maintained by the authority or on its behalf, and compiled following responses to a public advertisement, or b) shortlists assessed from expressions of interest in a particular contract submitted in response to a public advertisement. 	FA 26.3.08 min 114 (iii)
<p>7.1.4 Public advertisements issued in respect of CSO 7.1.3 above shall reflect the potential degree of interest from Tenderers located within other member states of the EU.</p>	FA 26.3.08 min 114 (iii)
<p>7.2 Approved Lists</p>	
<p>7.2.1 Approved Lists should be used where recurrent transactions of a similar type are likely but where such transactions need to be priced individually and cannot easily be aggregated and priced in a single tendering exercise. Approved Lists cannot be used where the EU Procedure applies.</p>	FA 26.3.08 min 114 (iii)
<p>7.2.2 Chief Officers may draw up in consultation with the Procurement Officer:</p> <ul style="list-style-type: none"> a) Approved lists of persons ready to perform contracts to supply goods or services of particular types including without limitation on the basis of agreed contract terms b) criteria for Shortlisting from the lists. 	FA 26.3.08 min 114 (iii)

<p>7.2.3 No person may be entered on an Approved List until there has been an adequate investigation into both their financial and their technical ability to perform the contract, unless such matters will be investigated each time bids are invited from that list.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>7.2.4 Approved Lists must be drawn up after an advertisement inviting applications for inclusion on the list. The advertisement must be placed to secure the widest publicity among relevant suppliers throughout all member states of the EU. Persons may be entered on a list between the initial advertisement and re-advertisement provided the requirements of CSO 7.2.3 are met.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>7.2.5 The list and Shortlisting criteria must be reviewed at least annually and re-advertised at least every three years. On re-advertisement, a copy of the advertisement must be sent to each person on the list, inviting them to reapply. Review means:</p> <ul style="list-style-type: none"> a) the reassessment of the financial and technical ability and performance of those persons on the list, unless such matters will be investigated each time bids are invited from that list b) the deletion of those persons no longer qualified, with a written record kept justifying the deletion. 	<p>FA 26.3.08 min 114 (iii)</p>
<p>7.2.6 All Approved Lists shall be maintained in an open, fair and transparent manner and be open to public inspection.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>7.2.7 A register of pre-qualified contractors and Consultants maintained by or on behalf of central government (eg Constructionline) will be deemed to be an Approved List for the purpose of these Contract Standing Orders and shall not be subject to the requirements of CSO's 7.2.2 to 7.2.6 inclusive.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>7.3 Framework Agreements</p>	
<p>7.3.1 The term of a Framework Agreement must not exceed four years and, while an agreement may be entered into with one provider, where an agreement is concluded with several organisations, there must be at least three in number.</p>	<p>FA 26.3.08 min 114 (iii)</p>

<p>7.3.2. Contracts based on Framework Agreements may be awarded by either:</p> <ul style="list-style-type: none"> a) applying the terms laid down in the Framework Agreement (where such terms are sufficiently precise to cover the particular call-off) without reopening competition, or b) where the terms laid down in the Framework Agreement are not precise enough or complete for the particular call off , by holding a mini competition in accordance with the following procedure: <ul style="list-style-type: none"> i. inviting the organisations within the Framework Agreement that are capable of executing the subject of the contract to submit written Tenders ii. fixing a time limit which is sufficiently long to allow Tenders for each specific contract to be submitted, taking into account factors such as the complexity of the subject of the contract iii. awarding each contract to the Tenderer who has submitted the best Tender on the basis of the Award Criteria set out in the specifications of the Framework Agreement. 	<p>FA 26.3.08 min 114 (iii)</p>
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SECTION 3: CONDUCTING PURCHASE AND DISPOSAL			
CS08.0 COMPETITION REQUIREMENTS FOR PURCHASE, DISPOSAL AND PARTNERSHIP ARRANGEMENTS			
8.0.1	The Officer must calculate the Total Value in accordance with the definition given in the Definitions Appendix to these Contract Standing Orders.		FA 26.3.08 min 114 (iii)
8.0.2	The following procedures apply where there are no other procedures which take precedence. Other procedures may include agency agreements with government. If in doubt, Officers must seek the advice of the Procurement Officer.		FA 26.3.08 min 114 (iii)
8.1 Purchasing - Competition Requirements			
8.1.1	Where the Total Value for a purchase is within the values in the first column below, the Award Procedure in the second column must be followed. Shortlisting shall be done by the persons specified in the third column.		FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
Total Value	Award Procedure	Shortlisting	
£1000 - £2,499	Three oral quotations documented by the Officer	Officer	
£2,500 - £10,000	Three written Quotations	Officer & Line Manager	
£10,001- £75,000	Invitation to tender to at least 3 Tenderers	Officer & Line Manager	
£75,001- EU threshold	Invitation to tender by advertisement/Officer list to at least 3 Tenderers	Line Manager & Procurement Officer	
Above EU Threshold	EU Procedure or, where this does not apply, invitation to tender by advertisement/list to at least 4 Tenderers	Consult the Procurement Officer – see CSO 8.1.4	
8.1.2	Where it can be demonstrated that there are insufficient suitably qualified Tenderers to meet the competition requirement, all suitably qualified Tenderers must be invited.		FA 26.3.08 min 114 (iii)
8.1.3	An Officer must not enter into separate contracts nor select a method of calculating the Total Value in order to minimise the application of these Contract Standing Orders.		FA 26.3.08 min 114 (iii)
8.1.4	Where the EU Procedure is required, the Officer shall consult Procurement Officer to determine the method of conducting the purchase.		FA 26.3.08 min 114 (iii)

<p>8.1.5 Where the estimated value is considered to be under the £10,000 tender threshold limit but on return of quotes it is discovered that the lowest offer is above £10,000 then a variance of £1,000 will be implemented rather than re-start the tender process as this would be more cost effective</p>	<p>FA 18.05.09 Min 150</p>
<p>8.2 Assets for Disposal</p>	
<p>8.2.1 Assets for disposal must be sent to public auction except where better Value for Money is likely to be obtained by inviting Quotations and Tenders. (These may be invited by advertising on the Fire Authority's internet site.) In the latter event, the method of disposal of surplus or obsolete stocks/stores or assets other than land must be formally agreed with the Director of Corporate Support.</p>	<p>FA 26.3.08 min 114 (iii) DLAICT del. 7.1.6 31.08.09</p>
<p>8.2.2 Donations of any assets of the Authority can only be made with the approval of the Fire and Rescue Authority.</p>	<p>FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150</p>
<p>8.3 Providing Services to External Purchasers</p>	
<p>8.3.1 The Director of Corporate Support, the Procurement Officer and Financial Regulations must be consulted where contracts to work for organisations other than the authority are contemplated.</p>	<p>FA 26.3.08 min 114 (iii) DLAICT del. 7.1.6 31.08.09</p>
<p>8.4 Collaborative and Partnership Arrangements</p>	
<p>8.4.1 Collaborative and partnership arrangements are subject to all UK and EU procurement legislation and must follow these Contract Standing Orders. If in doubt, Officers must seek the advice of the Procurement Officer.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>8.5 The Appointment of Consultants to Provide Services</p>	
<p>8.5.1 Consultant architects, engineers, surveyors and other professional Consultants shall be selected and commissions awarded in accordance with the procedures detailed within these Contract Standing Orders and as outlined below.</p>	<p>FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150</p>

Total Value	Award Procedure	Shortlisting	
Up to £2,500	Three oral quotations documented in writing by the officer	Officer	
£2,500 - £10,000	3 written quotations	Officer & Line Manager	
£10,001-EU threshold	Invitation to tender by advertisement/list to at least 3 Tenderers	Officer, Line Manager and Procurement Officer	
Above EU threshold	EU procedure or, where this does not apply, invitation to tender by advertisement/list to at least 4 Tenderers	Consult the Procurement Officer	
8.5.2 The engagement of a Consultant shall follow the agreement of a written brief that adequately describes the scope of the services to be provided and shall be subject to completion of a formal letter for values under £10,000 or contract of appointment for values exceeding £10,000.			
8.5.3 Records of consultancy appointments shall be maintained in accordance with CSO 6.			
8.5.4 Consultants shall be required to provide evidence of, and maintain professional indemnity insurance policies to the satisfaction of the relevant Chief Officer for the periods specified in the respective agreement.			
CSO9 PRE- TENDER MARKET RESEARCH AND CONSULTATION			
9.1	The Officer responsible for the purchase: <ul style="list-style-type: none"> (a) may consult potential suppliers prior to the issue of the Invitation to Tender in general terms about the nature, level and standard of the supply, contract packaging and other relevant matters, provided this does not prejudice any potential Tenderer, but (b) must not seek or accept technical advice on the preparation of an Invitation to Tender or Quotation from anyone who may have a commercial interest in them, if this may prejudice the equal treatment of all potential Candidates or distort competition, and (c) should seek advice from the Procurement Officer. 		FA 26.3.08 min 114 (iii)

CSO10 STANDARDS AND AWARD CRITERIA	
<p>10.1 The Officer must ascertain what are the relevant British, European or International standards which apply to the subject matter of the contract. The Officer must include those standards which are necessary properly to describe the required quality. The Procurement Officer must be consulted if it is proposed to use standards other than European standards.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>10.2 The Officer must define Award Criteria that are appropriate to the purchase and designed to secure an outcome giving Value for Money for the authority. The basic criteria shall be:</p> <p>a) 'lowest price' where payment is to be made by the authority, or</p> <p>b) 'highest price' if payment is to be received, or</p> <p>c) 'most economically advantageous', where considerations other than price also apply.</p> <p>If the last criterion is adopted, it must be further defined by reference to sub-criteria which may refer only to relevant considerations. These may include price, service, quality of goods, running costs, technical merit, previous experience, delivery date, cost effectiveness, quality, relevant environmental considerations, aesthetic and functional characteristics (including security and control features), safety, after-sales services, technical assistance and any other relevant matters.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>10.3 Award Criteria must not include:</p> <p>a) Non-commercial Considerations</p> <p>b) matters which discriminate against suppliers from the European Economic Area or signatories to the Government Procurement Agreement.</p> <p>c) Information relating to past performance South Wales Fire and Rescue Service</p>	<p>FA 26.3.08 min 114 (iii)</p> <p>FA 18.05.09 Min 150</p>
CSO11 INVITATIONS TO TENDER/QUOTATIONS	
<p>11.1 The Invitation to Tender shall state that no Tender will be considered unless it is received by the date and time stipulated in the Invitation to Tender. No Tender delivered in contravention of this clause shall be considered unless a dispensation is granted by the Director of Corporate Support.</p>	<p>FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150 ACO CS Del 6.1.6</p>

	27.05.10
<p>11.2 All Invitations to Tender shall include the following:</p> <ul style="list-style-type: none"> a) A specification that describes the authority's requirements in sufficient detail to enable the submission of competitive offers. b) A requirement for Tenderers to declare that the Tender content, price or any other figure or particulars concerning the Tender have not been disclosed by the Tenderer to any other party (except where such a disclosure is made in confidence for a necessary purpose). c) A requirement for Tenderers to complete fully and sign all Tender documents including a form of Tender and certificates relating to canvassing and non-collusion. d) Notification that Tenders are submitted to the Fire authority on the basis that they are compiled at the Tenderers expense e) A description of the Award Procedure and, unless defined in a prior advertisement, a definition of the Award Criteria in objective terms and if possible in descending order of importance. f) Notification that no Tender will be considered unless it is enclosed in a sealed envelope or container which bears the word 'Tender' followed by the subject to which it relates, but no other name or mark indicating the sender. g) A stipulation that any Tenders submitted by fax or other electronic means shall not be considered. h) (h) The method by which any arithmetical errors discovered in the submitted Tenders is to be dealt with. In particular, whether the overall price prevails over the rates in the Tender or vice versa. 	FA 26.3.08 min 114 (iii)
<p>11.3 All Invitations to Tender or Quotations must specify the goods, service or works that are required, together with the terms and conditions of contract that will apply (see CSO 16).</p>	FA 26.3.08 min 114 (iii)
<p>11.4 The Invitation to Tender or Quotation must state that the Fire authority is not bound to accept any Quotation or Tender.</p>	FA 26.3.08 min 114 (iii)

11.5	All Tenderers invited to Tender or quote must be issued with the same information at the same time and subject to the same conditions. Any supplementary information must be given on the same basis.	FA 26.3.08 min 114 (iii)
CSO12 SHORTLISTING		
12.1	Any shortlisting must have regard to the financial and technical standards relevant to the contract and the Award Criteria. Special rules apply in respect of the EU Procedure.	FA 26.3.08 min 114 (iii)
12.2	The officers responsible for shortlisting are specified in CSO 8.1.1.	FA 26.3.08 min 114 (iii)
12.3	Where Approved Lists are used, shortlisting may be done by the Officer in accordance with the shortlisting criteria drawn up when the Approved List was compiled (see CSO 7.2.2). However, where the EU Procedure applies, Approved Lists may not be used.	FA 26.3.08 min 114 (iii)
CSO13 SUBMISSION, RECEIPT AND OPENING OF TENDERS/ QUOTATIONS		
13.1	Tenderers must be given an adequate period in which to prepare and submit a proper Quotation or Tender, consistent with the complexity of the contract requirement. Normally at least four weeks should be allowed for submission of Tenders unless exceptional circumstances prevail. The EU Procedure lays down specific time periods (see guidance in the Purchasing Guide) and the Procurement Officer will provide advice on these where required.	FA 26.3.08 min 114 (iii)
13.2	All Tenders must be returned to the Procurement Officer or their nominated representative	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
13.3	Tenders received by fax or other electronic means (eg email) must be rejected.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
13.4	The Officer must not disclose the names of Tenderers to any staff involved in the receipt, custody or opening of Tenders.	FA 26.3.08 min 114 (iii)

<p>13.5 The Procurement Officer or their nominated representative shall be responsible for the safekeeping of Tenders until the appointed time of opening. Each Tender must be:</p> <ul style="list-style-type: none"> a) suitably recorded so as to subsequently verify the date and precise time it was received b) adequately protected immediately on receipt to guard against amendment of its contents, and c) recorded immediately on receipt in the Tender Record Log. 	<p>FA 26.3.08 min 114 (iii)</p> <p>FA 18.05.09 Min 150</p>
<p>13.6 The Procurement Officer or their nominated representative must ensure that all Tenders are opened at the same time when the period for their submission has ended. The Officer or his or her representative may be present. Tenders may be opened in the presence of two officers, one of whom must be a Chief Officer, neither of whom can be the Officer. Where the Total Value is estimated to be more than the EU Threshold, a member of the Fire and Rescue Authority or their nominated representatives must be present.</p>	<p>FA 26.3.08 min 114 (iii)</p> <p>FA 18.05.09 Min 150</p>
<p>13.7 Upon opening, a summary of the returned submissions must be recorded in the Tender Opening Register. The summary must be initialled by those opening the Tenders.</p>	<p>FA 26.3.08 min 114 (iii)</p> <p>FA 18.05.09 Min 150</p>
<p>CSO14 CLARIFICATION PROCEDURES AND POST-TENDER NEGOTIATION</p>	
<p>14.1 Providing clarification of an Invitation to Tender to potential or actual Tenderers or seeking clarification of a Tender, whether in writing or by way of a meeting, is permitted. However, discussions with Tenderers after submission of a Tender and before the award of a contract with a view to obtaining adjustments in price, delivery or content (ie post-tender negotiations) must be the exception rather than the rule. In particular, they must not be conducted in an EU Procedure where this might distort competition, especially with regard to price.</p>	<p>FA 26.3.08 min 114 (iii)</p>

<p>14.2 If post-tender negotiations are necessary after a single-stage Tender or after the second stage of a two-stage Tender, then such negotiations shall only be undertaken with the Tenderer who is identified as having submitted the best Tender and after all unsuccessful Tenderer have been informed. During negotiations tendered rates and prices shall only be adjusted in respect of a corresponding adjustment in the scope or quantity included in the Tender documents. Officers appointed by the Chief Officer to carry out post-tender negotiations should ensure that there are recorded minutes of all negotiation meetings and that both parties agree actions in writing.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>14.3 Post-tender negotiation must only be conducted in accordance with the guidance issued by the Procurement Officer who must be consulted wherever it is proposed to enter into post-tender negotiation. Negotiations must be conducted by a team of at least two Officers, one of whom must be from a division independent to that leading the negotiations.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>14.4 Where post-tender negotiation results in a fundamental change to the specification (or contract terms) the contract must not be awarded but re-tendered.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>CSO15 EVALUATION, AWARD OF CONTRACT, AND DEBRIEFING TENDERERS</p>	
<p>15.1 Apart from the debriefing required or permitted by these Contract Standing Orders, the confidentiality of Quotations, Tenders and the identity of Tenderers must be preserved at all times and information about one Tenderers response must not be given to another Tenderer.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>15.2 Contracts must be evaluated and awarded in accordance with the Award Criteria. During this process, Officers shall ensure that submitted Tender prices are compared with any pre-tender estimates and that any discrepancies are examined and resolved satisfactorily.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>15.3 The arithmetic in compliant Tenders must be checked. If arithmetical errors are found they should be notified to the Tenderer, who should be requested to confirm or withdraw their Tender. Alternatively, if the rates in the Tender, rather than the overall price, were stated within the Tender invitation as being dominant, an amended Tender price may be requested to accord with the rates given by the Tenderer.</p>	<p>FA 26.3.08 min 114 (iii)</p>

<p>15.4 Officers may accept Quotations and Tenders received in respect of proposed contracts and award these to the successful Tenderer, provided they have been sought and evaluated fully in accordance with these Contract Standing Orders and, in respect of proposed contracts that are expected to exceed £200,000, the approval of the relevant Chief Officer has been secured. The awarding of contracts that are expected to exceed £500,000 for a one year term or £750,000 for a term in excess of one year shall also be approved by the Fire and Rescue Authority.</p>	<p>FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150</p>
<p>15.5 Where the Total Value is over the EU Threshold, the Officer must notify all Tenderers simultaneously and as soon as possible of the intention to award the contract to the successful Tenderer. The Officer must provide unsuccessful Tenderers with a period of at least ten days in which to challenge the decision before the Officer awards the contract. If the decision is challenged by an unsuccessful Tenderer then the Officer shall not award the contract and shall immediately seek the advice of the Procurement Officer and ACO Corporate Support.</p>	<p>FA 26.3.08 min 114 (iii) DLAICT Del. 7.1.6 31.08.09</p>
<p>15.6 The Officer shall debrief in writing all those Tenderers who submitted a bid about the characteristics and relative advantages of the leading bidder. No information, other than the following, should be given without taking the advice of the Procurement Officer:</p> <ul style="list-style-type: none"> a) how the Award Criteria were applied b) how the Tenderer scored on the Award Criteria in comparison to the successful Tenderer. 	<p>FA 26.3.08 min 114 (iii)</p>
<p>15.7 If a Tenderer requests in writing the reasons for a Contracting Decision, the Officer must give the reasons in writing within 15 days of the request. If requested, the Officer may also give the debriefing information at CSO 15.6 above to Tenderers who were deselected in a pre-tender Shortlisting process.</p>	<p>FA 26.3.08 min 114 (iii)</p>

SECTION 4: CONTRACT AND OTHER FORMALITIES		
CS016	CONTRACT DOCUMENTS	
16.1 Relevant Contracts	All Relevant Contracts that exceed £10,000 shall be in writing.	FA 26.3.08 min 114 (iii)
16.1.1	All Relevant Contracts, irrespective of value, shall clearly specify: a) what is to be supplied (ie the works, materials, services, matters or things to be furnished, had or done) b) the provisions for payment (ie the price to be paid and when) c) the time, or times, within which the contract is to be performed d) the provisions for the Fire and Rescue Authority to terminate the contract.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
16.1.2	The Fire and Rescue Authority's purchase order form and standard terms and conditions or the standard terms and conditions issued by a relevant professional body must be used wherever possible.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
16.1.3	In addition, every Relevant Contract of purchase over £10,000 must also state clearly as a minimum: a) that the contractor may not assign or sub-contract without prior written consent b) any insurance requirements c) race relations requirements d) Disability Discrimination Act requirements e) Freedom of Information Act & Data Protection requirements f) Welsh Language Act requirements g) where Agents are used to let contracts, that Agents must comply with the Fire and Rescue Authority's Contract Standing Orders h) a right of access to relevant documentation and records of the contractor for monitoring and audit purposes if relevant.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150

16.1.4	The formal advice of the Procurement Officer must be sought for the following contracts:		FA 26.3.08 min 114 (iii)
	<ul style="list-style-type: none"> a) where the Total Value exceeds £75,000 b) those involving leasing arrangements c) where it is proposed to use a supplier's own terms & conditions d) those involving the purchase of application software with a Total Value of more than £30,000 e) those that are complex in any other way 		
16.2 Contract Formalities			
16.2.1	Agreements shall be completed as follows save that in exceptional circumstances one signature will suffice to give effect to the agreement providing that the second signature is secured as soon as is reasonably practicable thereafter		FA 26.3.08 Min 114 (iii) FA 18.05.09 Min 150
	:		
Total Value	Method of Completion	By	
£10,000 - £75,000	Signature	ACO Corporate Support and Chief Fire Officer and in their absence the ACO People Services and Deputy Chief Fire Officer on receipt of appropriately completed form	FA 18.05.09 Min 150
Above £75,000	Seal		DLAICT Del. 7.1.6 31.08.09
16.2.2	All contracts must be concluded formally in writing before the supply, service or construction work begins, except in exceptional circumstances, and then only with the written consent of the ACO Corporate Support. An Award letter is insufficient		FA 26.3.08 min 114 (iii) DLAICT Del. 7.1.6 31.08.09
16.2.3	The Officer responsible for securing signature of the contract must ensure that the person signing for the other contracting party has authority to bind it and detail the authority on the contract signing/sealing form.		FA 26.3.08 min 114 (iii)

16.3 Sealing		
16.3.1	Where contracts are completed by each side adding their formal seal, such contracts shall be signed by the two Officers detailed in CSO 16.2.1 above.	FA 26.3.08 min 114 (iii)
16.3.2	Every Fire and Rescue Authority sealing will be consecutively numbered, recorded and signed by the person witnessing the seal. The seal must not be affixed without the authority of the ACO Corporate Support or Chief Fire Officer acting under delegated powers and in their absence the ACO People Services or Deputy Chief Fire Officer.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150 DLAICT del. 7.1.6 31.08.09
16.3.3	A contract must be sealed where: a) the Fire and Authority may wish to enforce the contract more than six years after its end b) the price paid or received under the contract is a nominal price and does not reflect the value of the goods or services c) there is any doubt about the authority of the person signing for the other contracting party, or d) the Total Value exceeds £75,000.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
CSO17 BONDS AND PARENT COMPANY GUARANTEES		
17.1	The Officer must consult the Head of Finance about whether a Parent Company Guarantee is necessary when a Tenderer is a subsidiary of a parent company and: a) the Total Value exceeds £250,000, or b) award is based on evaluation of the parent company, or c) there is some concern about the stability of the Tenderer.	FA 26.3.08 min 114 (iii)

<p>17.2 The Officer must consult the Head of Finance about whether a Bond is needed:</p> <ul style="list-style-type: none"> a) where the Total Value exceeds £1,000,000, or b) where it is proposed to make stage or other payments in advance of receiving the whole of the subject matter of the contract and there is concern about the stability of the Tenderer. 	<p>FA 26.3.08 min 114 (iii)</p>
<p>CSO18 PREVENTION OF CORRUPTION</p>	
<p>18.1 The Officer must comply with the Code of Conduct and must not invite or accept any gift or reward in respect of the award or performance of any contract. It will be for the Officer to prove that anything received was not received corruptly. High standards of conduct are obligatory. Corrupt behaviour will lead to dismissal and is a crime under the statutes referred to in CSO 18.2 below.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>18.2 The following clause must be put in every written Fire and Rescue Authority contract:</p> <p style="padding-left: 40px;">"The Fire and Rescue Authority may terminate this contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:</p> <ul style="list-style-type: none"> a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Fire and Rescue Authority contract (even if the Contractor does not know what has been done), or b) commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972, or c) commit any fraud in connection with this or any other Fire and Rescue Authority contract whether alone or in conjunction with Fire and Rescue Authority members, contractors or employees. <p style="padding-left: 40px;">Any clause limiting the Contractor's liability shall not apply to this clause".</p>	<p>FA 26.3.08 min 114 (iii)</p> <p style="text-align: center;">FA 18.05.09 Min 150</p>
<p>CSO19 DECLARATION OF INTERESTS</p>	
<p>19.1 If it comes to the knowledge of a member or an employee of the authority that a contract in which he or she has a pecuniary interest has been or is proposed to be entered into by the Fire and Rescue Authority, he or she shall</p>	<p>FA 26.3.08 min 114 (iii) FA</p>

<p>immediately give written notice to the ACO Corporate Support.</p>	<p>18.05.09 Min 150 DLAICT Del. 7.1.6 31.08.09</p>
<p>19.2 Such written notice is required irrespective of whether the pecuniary interest is direct or indirect. An indirect pecuniary interest is distinct from a direct pecuniary interest in as much as it is not a contract to which the member or employee is directly a party.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>19.3 A shareholding in a body not exceeding a total nominal value of £1,000 or 1 % of the nominal value of the issued share capital (whichever is the less) is not a pecuniary interest for the purposes of this contract standing order.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>19.4 The ACO Corporate Support shall maintain a record of all declarations of interests notified by Members and Officers</p>	<p>FA 26.3.08 min 114 (iii) DLAICT Del. 7.1.6 31.08.09</p>
<p>19.5 The ACO Corporate Support shall ensure that the attention of all Members is drawn to the National Code of Local Government Conduct.</p>	<p>FA 26.3.08 min 114 (iii) DLAICT del. 7.1.6 31.08.09</p>

SECTION 5: CONTRACT MANAGEMENT		
CSO20 MANAGING CONTRACTS		
20.1	Heads of Service in sponsoring departments are to name contract managers for all new contracts. All contracts must have a named contract manager for the entirety of the contract.	FA 26.3.08 min 114 (iii)
20.2	Contract Managers must follow the procedures set out in the Fire and Rescue Authority's Purchasing Guide.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
CSO21 RISK ASSESSMENT AND CONTINGENCY PLANNING		
21.1	A business case must be prepared for all procurements with a potential value over the EU Threshold. Provision for resources for the management of the contract, for its entirety, must be identified in the business case.	FA 26.3.08 min 114 (iii)
21.2	For all contracts with a value of over £75,000, contract managers must: a) maintain a risk register during the contract period b) undertake appropriate risk assessments and for identified risks c) ensure contingency measures are in place.	FA 26.3.08 min 114 (iii)
CSO22 CONTRACT MONITORING, EVALUATION AND REVIEW		
22.1	All contracts which have a value higher than the EU Threshold limits, or which are High Risk, are to be subject to monthly formal review with the contractor. The review may be conducted quarterly if permitted by Procurement Officer.	FA 26.3.08 min 114 (iii)
22.2	For all contracts with a value higher than the EU Threshold limits, or which are High Risk, an annual report must be submitted to the Contract Management Board.	FA 26.3.08 min 114 (iii)
22.3	A Fire and Rescue Authority-developed review process must be applied to all contracts deemed to be High Risk, High Value, or High Profile. This process must be applied at key stages of major procurements.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150

<p>22.4 During the life of the contract, the Officer must monitor in respect of:</p> <ul style="list-style-type: none"> a) performance b) compliance with specification and contract cost c) any Value for Money requirements d) user satisfaction and risk management. 	<p>FA 26.3.08 min 114 (iii)</p>
<p>22.5 Where the Total Value of the contract exceeds £200,000, the Officer must make a written report to the relevant Chief Officer evaluating the extent to which the purchasing need and the contract objectives (as determined in accordance with CSO 5.2) were met by the contract. This should be done normally when the contract is completed. Where the contract is to be re-let, a provisional report should also be available early enough to inform the approach to reletting of the subsequent contract.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>CSO23 CONTRACT EXTENSION</p>	
<p>23.1 Where a contract provides for an extension of the term, the Officer shall report to the Chief Officer in writing on the merits of extending the contract for a particular period incorporating data from the reviews carried out under CSO 22.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>23.2 Where the Chief Officer is of the opinion after considering the written report detailed in CSO 23.1 that a contract up to £10,000 in additional Total Value should be extended this shall be authorised. Where the additional Total Value is between £10,000 and £500,000 the matter shall be referred to the Chief Fire Officer for authorisation. For contracts where the additional Total value is in excess of £500,000 the extension shall be referred to Fire and Rescue Authority for consideration.</p>	<p>FA 26.3.08 min 114 (iii)</p> <p>FA 18.05.09 Min 150</p>

DEFINITIONS APPENDIX

Agent	A person or organisation acting on behalf of the Fire and Rescue Authority or on behalf of another organisation	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
Approved List	A list drawn up in accordance with CSO 7.2.	FA 26.3.08 min 114 (iii)
Award Criteria	The criteria by which the successful Quotation or Tender is to be selected (see further CSO 10 & 11.2).	FA 26.3.08 min 114 (iii)
Award Procedure	The procedure for awarding a contract as specified in CSO's 8, 10 & 15.	FA 26.3.08 min 114 (iii)
Best Value	<p>The duty, which Part 1 of the Local Government Act 1999 places on local authorities, to secure continuous improvement in the way in which functions are exercised, having regard to a combination of economy, efficiency and effectiveness as implemented by the Fire and Rescue Authority.</p> <p>This terminology has now in many instances been superseded by Value for Money.</p>	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
Bond	An insurance policy: if the contractor does not do what it has promised under a contract with the Fire and Rescue Authority, the Fire and Rescue Authority can claim from the insurer the sum of money specified in the bond (often 10% of the contract value). A bond is intended to protect the Fire and Rescue Authority against a level of cost arising from the contractor's failure.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
Chief Officer	Any of the Directors of the Fire & Rescue Service.	FA 26.3.08 min 114 (iii)

Code of Conduct	The code regulating conduct of officers issued by the ACO Corporate Support and contained in the general Standing Orders of the Fire and Rescue Authority.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150 DLAICT del. 7.1.6 31.08.09
Committee	A committee which has power to make decisions for the Fire and Rescue Authority, for example a joint committee with another local authority, but not a scrutiny committee.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
Consultant	Someone employed for a specific length of time to work to a defined project brief with clear outcomes to be delivered, who brings specialist skills or knowledge to the role, and where the Fire and Rescue Authority has no ready access to employees with the skills, experience or capacity to undertake the work.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
Contract Management Board	The group of officers that meets regularly to consider procurement issues on a corporate basis.	FA 26.3.08 min 114 (iii)
Contracting Decision	Any of the following decisions: <ul style="list-style-type: none"> - composition of approved lists - withdrawal of invitation to tender - whom to invite to submit a quotation or tender - shortlisting award of contract - any decision to terminate a contract. 	FA 26.3.08 min 114 (iii)
Corporate contract	A contract let by the Procurement Unit to support the Fire and Rescue Authority's aim of achieving value for money.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150

EU Procedure	The procedure required by the EU where the Total Value exceeds the EU threshold.	FA 26.3.08 min 114 (iii)
EU Threshold	The contract value at which the EU public procurement directives apply.	FA 26.3.08 min 114 (iii)
European Economic Area	The members of the European Union, and Norway, Iceland and Liechtenstein.	FA 26.3.08 min 114 (iii)
Financial Officer	The most senior officer representing the Chief Fire Officer or designated by him/her to provide financial advice to the Chief Fire Officer.	FA 26.3.08 min 114 (iii)
Financial Regulations	The financial regulations outlining officer responsibilities to financial matters issued by the Director of Corporate Support.	FA 26.3.08 min 114 (iii) DLAICT del. 7.1.6 31.08.09
Framework Agreement	An agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.	FA 26.3.08 min 114 (iii)
Government Procurement Agreement	The successor agreement to the general agreement on trade and tariffs. The main signatories other than those in the European economic area are the USA, Canada, Japan, Israel, South Korea, Switzerland, Norway, Aruba, Hong Kong, China, Liechtenstein, and Singapore.	FA 26.3.08 min 114 (iii)
High Profile	A high profile purchase is one that could have an impact on functions integral to Fire and Rescue Authority service delivery should it fail or go wrong.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150

High Risk	A high risk purchase is one which presents the potential for substantial exposure on the Fire and Rescue Authority's part should it fail or go wrong.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
High Value	A high value purchase is where the value exceeds the EU threshold values.	FA 26.3.08 min 114 (iii)
Invitation to Tender	Invitation to tender documents in the form required by these Contract Standing Orders.	FA 26.3.08 min 114 (iii)
Line Manager	The officer's immediate superior or the officer designated by the Chief Officer to exercise the role reserved to the line manager by these Contract Standing Orders.	FA 26.3.08 min 114 (iii)
Nominated Suppliers and Sub-contractors	Those persons specified in a main contract for the discharge of any part of that contract.	FA 26.3.08 min 114 (iii)
Non-Commercial Considerations	<p>(a) The terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion, transfer or training of or the other opportunities afforded to, their workforces (workforce matters).</p> <p>(b) Whether the terms on which contractors contract with their sub-contractors constitute, in the case of contracts with individuals, contracts for the provision by them as self-employed persons of their services only.</p> <p>(c) Any involvement of the business activities or interest of contractors with irrelevant fields of government policy.</p> <p>(d) The conduct of contractors or workers in industrial disputes between them or any involvement of the business activities of contractors in industrial disputes between other persons (industrial disputes).</p> <p>(e) The country or territory of origin of supplies to, or the location in any country or territory of the</p>	FA 26.3.08 min 114 (iii)

	<p>business activities or interests of contractors.</p> <p>(f) Any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees.</p> <p>(g) Financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support.</p> <p>(h) Use or non-use by contractors or technical or professional services provided by the authority under the Building Act 1984 or the Building (Scotland) Act 1959.</p> <p>(i) Workforce matters and industrial disputes, as defined in paragraphs (a) and (b), cease to be non-commercial considerations to the extent necessary or expedient to comply with Best Value, or where there is a transfer of staff to which the transfer of undertakings (Protection of Employment) Regulations 1981 (TUPE) may apply.</p>	
Officer	The officer designated by the Chief Officer to deal with the contract in question.	FA 26.3.08 min 114 (iii)
Parent Company Guarantee	A contract which binds the parent of a subsidiary company as follows: if the subsidiary company fails to do what it has promised under a contract with the Fire and Rescue Authority, the Fire and Rescue Authority can require the parent company to do so instead.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
Priority Services	Those services required to be tendered as defined in the EU public procurement directives.	FA 26.3.08 min 114 (iii)
Procurement Strategy	The document setting out the Fire and Rescue Authority's approach to procurement and key priorities for the next few years.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
Procurement Unit	The Fire and Rescue Authority's central procurement unit charged with providing strategic direction and advice to secure Value for Money in the Fire and Rescue Authority's activities.	FA 26.3.08 min 114 (iii) FA 18.05.09

		Min 150
Purchasing Guide	The suite of guidance documents, together with a number of standard documents and forms, which supports the implementation of these Contract Standing Orders. The guide is available on the Fire and Rescue Authority's intranet.	FA 26.3.08 min 114 (iii) FA 18.05.09 Min 150
Quotation	A quotation of price and any other relevant matter (without the formal issue of an invitation to tender).	FA 26.3.08 min 114 (iii)
Relevant Contract	Contracts to which these Contract Standing Orders apply (see CSO 41).	FA 26.3.08 min 114 (iii)
Shortlisting	The process of selecting candidates who are to be invited to quote or bid or to proceed to final evaluation.	FA 26.3.08 min 114 (iii)
Supervising Officer	The Line Manager's immediate superior.	FA 26.3.08 min 114 (iii)
Tender	A proposal submitted in response to a Invitation to Tender.	FA 26.3.08 min 114 (iii)
Tenderer	Any person who asks or is invited to submit a quotation or tender	FA 26.3.08 min 114 (iii)
Tender Opening Register	The log kept by the Procurement Officer to record details of Tenders (see CSO 13.51).	FA 18.05.09 Min 150
Total Value	The whole of the value or estimated value (in money or equivalent value) for a single purchase or disposal calculated as follows: (a) where the contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the period (b) where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions in	FA 26.3.08 min 114 (iii)

	<p>the coming 12 months</p> <p>(c) where the contract is for an uncertain duration, by multiplying the monthly payment by 48</p> <p>(d) for feasibility studies, the value of the scheme or contracts which may be awarded as a result</p> <p>(e) for nominated suppliers and sub-contractors, the total value shall be the value of that part of the main contract to be fulfilled by the nominated supplier or sub-contractor.</p>	
<p>TUPE – Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006 No: 246)</p>	<p>Subject to certain conditions, these regulations apply where responsibility for the delivery of works or services for the authority is transferred from one organisation (eg private contractor, authority in-house team) to another (eg following a contracting out or competitive tendering process, and where the individuals involved in carrying out the work are transferred to the new employer. These regulations seek to protect the rights of employees in such transfers, enabling them to enjoy the same terms and conditions, with continuity of employment, as existed with their former employer. Broadly, TUPE regulations ensure that the rights of employees are transferred along with the business.</p>	<p>FA 26.3.08 min 114 (iii)</p>
<p>Value for Money</p>	<p>Value for money is not the lowest possible price, it combines goods or services that fully meet your needs, with the level of quality required, delivery at the time you need it, and at an appropriate price.</p>	<p>FA 26.3.08 min 114 (iii)</p>