

Report Title: **Review of Contract Standing Orders**

Forward Plan reference number (if applicable): **N/A**

Report of: **Acting Director of Finance**

Wards(s) affected: **N/A**

Report for: **Non-Key Decision**

1. Purpose (That is, the decision required)

- 1.1 General Purpose Committee to receive and consider the attached report from the Procurement Committee.
- 1.2 To endorse the proposed amendments to Contract Standing Orders

2. Introduction

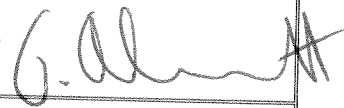
- 2.1 This report sets out proposed amendments to the Council's Contract Standing Orders (CSOs) so as to:
 - 2.1.1 ensure compliance with recent changes to the European and National legislation governing public sector procurement.
 - 2.1.2 contribute towards the London Centre of Excellence (LCE) business plan objective of 'promoting voluntary collaboration between authorities' in efforts to realise regional savings.
 - 2.1.3 ensure a regulatory framework that reflects current procurement practice and changes in local government policy.

3. Recommendations

- 3.1 That General Purposes Committee agree the proposed amendments to the Councils Contract Standing Orders.

3.2 Recommend adoption of proposed changes to full Council

Report Authorised by: **Gerald Almeroth, Acting Director of Finance**



Contact Officer: **Michael Wood, Head of Procurement, tel. 020 8489 2120**

4. Director of Acting Director of Finance Comments

4.1 N/A (This is a report of the Acting Director of Finance)

5. Head of Legal Services Comments

5.1 Legal have been consulted during this review of Contract Standing Orders

6. Local Government (Access to Information) Act 1985

6.1 Public Contracts Regulations 2006
Haringey Council Constitution

7. Strategic Implications

7.1 This report makes recommendations that ensure continued compliance with Public Procurement Regulations and best practice.

8. Financial Implications

8.1 There are no budget implications, but the recommendations support good financial management, for example a new Standing Order to govern the disposal of assets.

9. Legal Implications

9.1 The Council's CSOs are maintained in accordance with changes to legislation and known best practice and form part of the Council's constitution.

10. Equalities Implications

10.1 N/A.

11. Consultation

11.1 Chief Officers have been consulted.

12. Background

12.1 s 135 of the Local Government Act 1972 requires local authorities to establish and maintain standing orders with respect to the making of contracts for the supply of goods works and services. It further sets out the expectation for securing contracts by way of competition.

12.2 Contract Procedure Rules, commonly referred to as Contract Standing Orders, are contained within Haringey's Constitution (Part G.3) and are the legal instrument by which the Council adheres to the duty cited at 4.1.

12.3 The Constitution gives the General Purposes Committee powers to consider amendments to Contract Standing Orders and to make recommendations to full Council to amend the Constitution accordingly.

12.4 Analysis

12.5 Appendix 2 sets out the proposed revisions to CSOs. Revisions have been made and placed for analysis under the following broad categories:

- Legislation
- Scope
- Procedure
- Contract Management
- LCE recommendations

12.6 The words recommended for "deletion" are struck through and the words recommended for "addition" are shown in italics and underlined.

12.7 Legislation

12.8 The EU Consolidated Procurement Directive governing the procurement of works, goods and services was transposed into UK law by way of the Public Contracts Regulations 2006 which came into effect the same year; as such all references to previous legislation (**CSO 8.01**) have been replaced with the term 'Public Contracts Regulations 2006'.

12.9 To ensure compliance with the European Court of Justice (ECJ) decision in *Alcatel* on the matter of standstill periods (between notifying unsuccessful tenderers and contract award) a new **CSO 8.02** has been included.

12.10 A new **CSO 8.03 (d)** has been included to reflect the new procurement procedure (competitive dialogue) introduced by the new Regulations.

12.11 **CSO 9.06** has been amended, and new **CSOs 9.07** and **9.08** included to give effect to the provisions of the new Regulations in respect of electronic tendering.

12.12 A new **CSO 9.09** has also been included to facilitate implementation of the provisions of the new Regulations in respect of e-auctions.

12.13 Scope

12.14 **Section 2** of the Statement of Principles (paragraph 2) is amended to broaden the scope of the protocol and guidance framework to include the Council's Procurement Manual.

- 12.15** A new **Section 11** has been added to the Statement of Principles to require, where practical, that contracts be advertised and awarded by Haringey 'on behalf of London public sector bodies'.
- 12.16 CSO 4.03** has been deleted to remove duplication with **CSO 11.03 and 11.04**.
- 12.17** Existing CSOs are silent on procurements funded by ring fenced income streams such as that received in grant monies. A new **CSO 6.02** ensures the application of CSOs to all such procurements.
- 12.18 CSO 6.05** has been amended to clarify that a competitive tendering process must be followed in letting contracts with an estimated value of over £25,000.
- 12.19** The word 'Consortia' has been inserted in the sub-heading to **CSO 6.09** to rectify what appears to be an omission in respect of the application of this CSO to framework **and** consortia arrangements, and the wording of the sub-section has been amended to reflect that contracts to which the sub-section applies must have been procured in accordance with the contract standing orders of another public sector body and/or any applicable EU regulations.
- 12.20 Procedure/Process**
- 12.21 CSO 9.03** on tender opening now refers to the Director's responsibilities set out in CSO 3.01, and to the requirement for tender opening officers to keep records of any non-compliant bids.
- 12.22** The heading of **CSO 11** has been amended to reflect its application to Tender Acceptance and Contract **Award**, and the wording of **CSO 11.01 (b)** has been strengthened to ensure that where appropriate, tenders evaluated against 'most economically advantageous tender' criteria include consideration of whole life costing methodologies.
- 12.23 CSOs 11.02 and 11.03** have been amended to reflect the powers of Directors, and the Executive, to novate or assign contracts.
- 12.24** A new **CSO 15** sets out a procedure for disposal of Council assets, (other than land) which are surplus to requirements, damaged, or obsolete has been introduced.
- 12.25** A new **CSO 16** describes the procedure for dealing with 'urgent' contract awards and waivers.
- 12.26 Contract Management**
- 12.27 CSO 7.04** is amended to allot responsibility for the recording and collation of waivers to CSOs to the Head of Procurement. The effect of this amendment will be improved monitoring in respect of ensuring compliance

with CSOs in the granting of waivers.

- 12.28** It is recognised that the process of forming written contracts can in some instances take lengthy periods of time, which potentially delay commencement of urgent works and/or risk jeopardising negotiated agreement terms preferential to the Council. To reduce and balance the risks associated with not having a formal written contract with the need to maintain efficient and effective service delivery the provisions of **CSO 12.02** have been amended and broadened to allow, with authorisation of Directors, for the use of Letters of Intent.
- 12.29** An interim maximum value for Letters of Intent, amounting to 10% of total contract value or £50k has proven unworkable in the case of works and services contracts. Hence it is proposed that the financial based limit of £50k should only apply to goods.
- 12.30** The removal of **CSO 12.06 (b)** relating to insurance levels has been replaced with a new provision at **CSO 12.04 (d)**. This change has the effect of ensuring the condition relating to insurance is one that applies to all contracts and not just those exceeding £25K. This CSO also strengthens existing provisions by ensuring that any exemption of Council policy on insurance is ratified by the Director of Corporate Resources.
- 12.31** **CSO 12.07** imposes certain conditions on (a) works contracts and (b) subsidiary companies for contract values over £150k. This threshold places undue burden on contractors and it is proposed to raise the value threshold to £250k.
- 12.32** There has been some confusion in the past regarding when bonds or parent company guarantees are required in respect of contracts. A new **CSO 12.09** clarifies that this will be the Director of Corporate Resources decision.
- 12.33** New **CSO 12.04 (e)** has been included to ensure compliance with the Council's equalities policy.
- 12.34** Another newly drafted provision (**CSO 12.11**) is proposed to ensure the Council fulfils its statutory duties in relation to CRB checks.
- 12.35 Delegated authority**
- 12.36** There is disparity between the value of contracts that currently require sealing by Legal Services (£150k) and the authority of Directors (£250k). It is proposed that **CSO 12.05 and 12.06** be aligned to £250k.
- 12.37** **CSO 14** has been amended to clarify that the Council may agree to the novation or assignment of a contract.

12.38 LCE Recommendations

The LCE report¹ cites Haringey's CSOs as being a best practice model and, as such, many of the LCE recommendations are based on the Haringey model and no further revision is required.

13. Conclusion

13.1 The Haringey Contract Standing Orders are cited by the London Centre of Excellence as an example of best practice. The proposed changes ensure their relevance to this Council and to other local authorities.

14. Use of Appendices / Tables / Photographs

14.1 Appendix 1: Existing Contract Standing Orders

14.2 Appendix 2: Proposed Contract Standing Orders

14.3 Appendix 3: Comparison of existing and proposed Contract Standing Orders

¹ 'Model Contract Standing Orders' LCE, February 2006

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Part G.3

Contract Procedure Rules

STATEMENT OF PRINCIPLES

1. The Contract Standing Orders provide the framework rules for the Council's procurement of works, goods and services. Following them will ensure value for money, propriety and the proper spending of public money.
2. The Procurement Code of Practice provides more detail and shall govern Council tendering and contract procedures. The Director of Corporate Resources and Head of Procurement shall maintain and issue the Procurement Code of Practice. Any procurement activity shall proceed in accordance with the Contract Standing Orders and the Procurement Code of Practice.
3. The Head of Procurement shall make the latest version of the Contract Standing Orders and the Procurement Code of Practice available to every Director and Member of the Council. Directors or officers acting on their behalf shall apply the requirements of the Standing Orders and the Procurement Code of Practice when engaging in any procurement activity.
4. The purpose of procurement activity shall be to achieve best value for local people in accordance with the Council's statutory or approved objectives. This should include an innovative approach to building partnerships with the private and not-for-profit sectors within a robust contractual framework. Officers with responsibility for procurement shall ensure that they are able to demonstrate achievement of best value by having regard to a combination of economy, efficiency and effectiveness.
5. Every contract or official order for works, goods or services made by the Council shall be for the purpose of achieving the Council's statutory or approved objectives and shall conform to all relevant English and European Union legislation.
6. Nothing in the Contract Standing Orders or the Procurement Code of Practice shall be construed as removing or diminishing the responsibility of all involved to meet individual and collective accountabilities.
7. Directors shall ensure that the Council Executive or a member of the Executive is consulted on any procurement activity of a controversial nature.
8. Directors must ensure that audit trails are in place for all procurement activity in accordance with the Procurement Code of Practice.
9. No Member shall enter into any contract on the Council's behalf.

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10. No Member shall be permitted to become security under any agreement between the Council and a contractor employed by it.

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CONTRACT STANDING ORDERS

INTRODUCTION

- 1.01. Procurement decisions are among the most important decisions a manager will make because the money involved is public money and the Council is concerned to ensure that high quality goods, works and services are provided. Efficient use of resources in order to achieve best value is therefore an imperative. The Council's reputation is equally important and should be safeguarded from any imputation of dishonesty or corruption.
- 1.02. For these reasons it is a disciplinary offence to fail to comply with Contract Standing Orders and the Procurement Code of Practice when letting contracts and employees have a duty to report breaches of Contract Standing Orders to an appropriate senior manager and the Head of Audit.
- 1.03. Reference should be made to the Procurement Code of Practice for more detailed procurement procedures.

DEFINITIONS AND INTERPRETATION

- 2.01. These Contract Standing Orders are made pursuant to section 135 of the Local Government Act 1972 and shall come into force with this Constitution
- 2.02. Unless the context otherwise requires, in these Contract Standing Orders the terms below shall have the meanings ascribed to them.
 - a) **"Director"** means an employee of the Council holding a post designated as Director, Chief Executive or Assistant Chief Executive.
 - b) **"EU"** means European Union.
 - c) **"Executive"** means the Executive of Haringey Council or any other formally constituted Member body operating within the terms of its reference (e.g. the Executive Procurement Committee).
 - d) **"General Manager"** means the person holding the position of General Manager of Alexandra Palace and Park Charitable Trust.
- 2.03. In the event of any conflict between European Union law, English law and Council policy, the requirements of European Union law shall prevail over English law and the requirements of English law shall prevail over Council policy. In particular caution should be exercised when considering the use of an approved list as this may conflict with EU Procurement legislation.

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- 2.04. In the event of any doubt as to the interpretation of these Contract Standing Orders, or as to the proper procedure to be followed, reference should be made to the Head of Procurement.

THE ROLE AND RESPONSIBILITIES OF DIRECTORS

- 3.01. The Director has responsibility for all contracts tendered and let by his/her Directorate. He/she is accountable to the Executive for the performance of his/her duties in relation to contract letting and management, which are:
- a) to ensure compliance with English and EU legislation and Council Policy;
 - b) to ensure value for money in all procurement matters;
 - c) to ensure compliance with Contract Standing Orders and the Procurement Code of Practice;
 - d) to maintain a departmental scheme of delegation;
 - e) to ensure that all relevant staff are familiar with the provisions of Contract Standing Orders and the Procurement Code of Practice and that they receive adequate training on their operation;
 - f) to ensure compliance with any guidelines issued in respect of these Contract Standing Orders;
 - g) to take immediate action in the event of a breach of Contract Standing Orders or the Procurement Code of Practice within his or her area;
 - h) to keep proper records of all contracts, tenders etc. including minutes of tender evaluation panels and other meetings;
 - i) to keep records of waivers of any provision of these Contract Standing Orders;
 - j) to make appropriate arrangements for the opening of tenders and their secure retention so as to protect the integrity of the tendering process;
 - k) to ensure that the Council's seal is affixed to any document required to be executed as a deed and that where a document is not expressed to be under seal, it is signed by two people as provided for in these Contract Standing Orders;
 - l) to ensure original contract documents are forwarded to the Head of Legal Services for safekeeping;

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- m) to record all contracts in the Contract Register of the relevant Business Unit;
- n) to ensure effective monitoring of all contracts in his/her area.

THE ROLE AND RESPONSIBILITY OF THE EXECUTIVE AND THE GENERAL PURPOSES COMMITTEE

- 4.01. The Executive will hold Directors accountable for any decisions he/she makes under his/her delegated authority or under these Contract Standing Orders.
- 4.02. The General Purposes Committee will keep under review these Contract Standing Orders and recommend amendments to full Council for adoption.
- 4.03. The Executive will award contracts valued over £250,000 (two hundred and fifty thousand) provided that the award of any contract valued over £3,000,000 (three million) is a 'key decision' and as such must be in the Council's forward plan and comply with the other procedures in that regard set out in the Constitution.

CALCULATION OF CONTRACT VALUES

- 5.01. Directors must ensure that a pre-tender estimate of anticipated costs is prepared and recorded in writing. Where EU Public Procurement rules apply, Directors must also ascertain the value of a contract in accordance with those rules.
- 5.02. Unless otherwise specifically provided, where a value or an estimated value is given in these Contract Standing Orders it means the aggregate value payable in pounds sterling exclusive of Value Added Tax over the entire contract period.
- 5.03. Contracts must not be artificially under or over estimated or divided into two or more separate contracts where the effect is to avoid the application of Contract Standing Orders.

SCOPE OF CONTRACT STANDING ORDERS

- 6.01. These Contract Standing Orders shall apply to all contracts "for the procurement by the Council of works, goods and services" unless otherwise expressly stated or these requirements are waived in accordance with paragraph 7.
- 6.02. Where a contract has an estimated value of less than £5000 (five thousand), the Director concerned should act in the manner most expedient to the efficient management of the service, having kept a record for so doing.

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- 6.03. Where a contract has an estimated value of more than £5000 (five thousand), but less than £25,000 (twenty-five thousand) quotations should be obtained or the tender procedure followed. However the Director may decide that such processes are not appropriate in order to secure value for money for the Council. If that is the case, the Director may determine another process of selecting a contractor which will meet best value criteria. The decision and process must be properly documented.
- 6.04. Except as otherwise provided, contracts must be let following a competitive tendering process in accordance with the procedures set out in these Contract Standing Orders and any guidelines or Codes of Practice issued from time to time under these Contract Standing Orders.
- 6.05. No contract shall be let unless the expenditure involved has been fully considered and approved and sufficient money has been allocated in the relevant budget.
- 6.06. It shall be a condition of any contract between the Council and any person (not being an Officer of the Council) who is required to supervise a contract on the Council's behalf that, in relation to such contract, he/she shall comply in all respects with the requirements of these Contract Standing Orders as if he/she were an employee of the Council.
- 6.07. These Contract Standing Orders shall not apply to contracts of employment, or to contracts relating to any interest in land. For the avoidance of doubt, there are excluded from these Contract Standing Orders any agreement relating to the provision of nomination rights to housing, collateral management arrangements in respect of social housing and the acquisition of rights or benefits pursuant to the Council's Private Sector Temporary Accommodation Leasing Scheme.

CSO 6.8 “Framework Arrangements”

- 6.8.1 These Contract Standing Orders shall not apply where the Council procures particular goods, services or works:
- (a). as part of a group of public sector bodies contracting with one or more contractors, or**
 - (b). by selecting one or more contractors using a Framework (including approved lists) or similar arrangement, established by a public sector body or bodies,**
- where the contractor selection has gone through a tender process using the Standing Orders of a public sector body**

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or otherwise on a basis designed to achieve best value. The Council's decision to enter into a contract with the recommended contractor must be made in accordance with Contract Standing Orders 11.2 to 11.4.

- 6.8.2 The Council shall observe these Contract Standing Orders where it procures goods, services and works for the benefit or on behalf of other public bodies.”

Education

- 6.09 For the avoidance of doubt, these Contract Standing Orders apply to all schools within the London Borough of Haringey. A school's governing body shall have the powers and duties of a Director specified in these Contract Standing Orders, except in relation to waiver (paragraph 7.02).

Social services care contracts for individuals

- 6.10. Social Services and Children's Services care contracts may be 'block' contracts (where a number of beds, places or services is provided by the contractor **at pre-agreed pricing schedules**, to which the Council may refer users over the contract period) or 'spot' contracts (one-off contracts meeting an individual user's needs, or contracts where a number of beds, places or services are provided by the contractor **without pre-agreed prices**, such prices to be agreed upon each referral of a user over the contract period). The Directors of Social Services and Children's Services will seek to maximise the use of block contracts where this represents best value for the Council. The following provisions shall apply to Social Services and Children's Services care contracts:
- (a) All Contract Standing Orders apply to block contracts;
 - (b) Contract Standing Orders 8, 9, 10 and 11 (in relation to tender procedures and formation of contract) shall not apply to spot contracts;
 - (c) The Directors of Social Services and Children's Services may award all spot contracts, which shall be reviewed at least annually as part of the review of whether the service provided continues to meet the needs of the service user;
 - (d) The Directors of Social Services and Children's Services shall provide monthly reports to the relevant Executive Member and a quarterly report to the Executive detailing the nature, extent and value of spot contracts entered into in the previous quarter.

Alexandra Palace and Park

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- 6.11. These Contract Standing Orders apply to the procurement of works, goods and services by or on behalf of Alexandra Palace and Park Charitable Trust on the following basis:
- a) The General Manager shall have the powers and duties of a Director specified in these Contract Standing Orders;
 - b) The Alexandra Palace and Park Board and Panel shall have the powers and duties of the Executive and an Executive Member specified in these Contract Standing Orders;
 - c) In the event of any conflict, the requirements of the Charities Act 1993, any regulations made under that Act or charity law in general shall prevail over the provisions of Contract Standing Orders.

WAIVER OF CONTRACT STANDING ORDERS

- 7.01. Where Contract Standing Orders apply to a contract (see Contract Standing Order 6 above) any individual provision in them other than paragraph 8.01 (which relates to EU procedures) may be waived by the appropriate person specified in paragraph 7.02 on the basis set out in paragraph 7.03.
- 7.02. Subject to paragraph 7.05, a waiver of a provision of these Contract Standing Orders may be agreed by:
- a) the Executive; or
 - b) a Director where the contract value is £50,000 (fifty thousand) or less (save that the Director shall not have authority to waive any of the provisions of Contract Standing Order 12 which relate to conditions applying to contracts); or
 - c) an Executive Member where the contract value is between £50,000 (fifty thousand) and £250,000 (two hundred and fifty thousand).
- 7.03. A waiver may be agreed by the appropriate person if they are satisfied after considering a written report by the appropriate officer that the waiver is justified because:
- a) the nature of the market for the works to be carried out or the goods or services to be provided has been investigated and is demonstrated to be such that a departure from the requirements of Contract Standing Orders is justifiable; or
 - b) the contract is for works, goods or services that are required in circumstances of extreme urgency that could not reasonably have been foreseen; or

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- c) the circumstances of the proposed contract are covered by legislative exemptions (whether under EU or English law); or
 - d) it is in the Council's overall interest; or
 - e) there are other circumstances which are genuinely exceptional.
- 7.04. A record of the decision approving a waiver and the reasons for it must be kept and an entry made in the appropriate register.
- 7.05. Where a waiver of Contract Standing Orders is sought for the second time in relation to the same contract, then regardless of the value of the contract, that waiver may only be agreed by the Executive.

TENDER PROCEDURES

EU procedures

- 8.01. Where the value of a contract is equal to or exceeds the threshold set in respect of the Public Works Contracts Regulations 1991, the Public Supply Contracts Regulations 1995 or the Public Services Contracts Regulations 1993 (whichever is relevant), and the regulations require open competition, then the relevant regulations shall govern the tender process and paragraph 8.02 shall not apply. Where the subject matter of the contract is exempt from EU tendering requirements, paragraph 8.02 shall apply.

General procedures

- 8.02. Where tenders are to be invited (other than in accordance with the open competition requirements of the regulations referred to in paragraph 8.01), the procedure to be followed shall be determined prior to advertising and shall be one of the following:
- a) open tender (all interested contractors submit a tender in response to an advertisement);
 - b) restricted procedure (expressions of interest from interested contractors in response to an advertisement, with a selection of those contractors being invited to submit a tender);
 - c) negotiated procedure (expressions of interest from interested contractors in response to an advertisement, with a selection of those contractors being invited to negotiate); or
 - d) where a Framework arrangement (including approved lists) exists in respect of the subject matter, tenders shall be invited using the Framework arrangement from capable contractors having regard to the principles of best value.

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RECEIPT AND OPENING OF TENDERS

- 9.01. Contractors must be informed that their tenders will only be considered if they are:
- a) sent in a plain envelope or parcel with a label on which is printed the word "Tender" followed by the subject of the contract; and
 - b) contained in a sealed envelope or parcel which does not show the identity of the tenderer in any way; and
 - c) delivered to the place and by the time stated in the tender invitation.
- 9.02. Tenders which do not meet the requirements of Contract Standing Order 9.01 may only be considered if the other tenders have not yet been opened and:
- a) failure to comply is the Council's fault; or
 - b) a tender is late, and it is clear without any contact with the contractor that the tender was sent in such a way that in the normal course of events it would have arrived on time.
- 9.03. Tenders must be kept safe until the time for their opening by an officer given this duty by the Director responsible for the tendering process.
- Records of the time and date of receipt of all unopened tenders must be kept by that Officer.
- 9.04 Tenders for a particular contract must be opened at the same time in the presence of two officers who are employed in teams not involved in the tendering process. These officers are responsible for properly recording the price, duration of works and all other relevant details of each opened tender.
- 9.05 The Head of Procurement must approve the training and seniority of all officers employed to open tenders and also the arrangements in each Directorate for ensuring the independence of such officers from the teams involved in the tendering process.
- 9.06 Tenders may be received electronically with the prior approval of, and in accordance with, a procedure specified by the Head of Procurement.

POST TENDER NEGOTIATIONS

- 10.01. Except where the negotiated procedure referred to in paragraph 8.02(c) applies, negotiations after receipt of formal bids or tenders and before the letting of contract(s) with those tenderers submitting the most economically

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advantageous tender, with a view to obtaining an improvement in content in circumstances which do not put other tenderers at a disadvantage, distort competition or affect adversely trust in the competitive tendering process, may only take place if the prior authority of the Director has been obtained.

- 10.02. In addition there may be circumstances where an officer authorised by the Director may contact a contractor in order to clarify an ambiguous tender. This does not constitute post tender negotiations.
- 10.03. All communication with contractors under this Contract Standing Order must be in writing or recorded in writing.

TENDER ACCEPTANCE AND CONTRACT FORMATION

11.01. Tenders are to be accepted on the basis of either :

- a) The lowest price; or
- b) The most economically advantageous tender (i.e. the tender providing the most benefit to the Council) as determined by such criteria as are relevant to the type of works, goods or services.

11.02. A Director may award all contracts valued at £250,000 (two hundred and fifty thousand) or less.

11.03 Subject to the provisions of paragraph 11.04 and 11.05, the Executive must award all contracts valued over £250,000 (two hundred and fifty thousand).

11.04 The award of any contract valued over £3,000,000 (three million) is a 'key decision' and as such must be in the Council's forward plan and comply with the other procedures in that regard set out in the Constitution.

11.05 Subject to paragraph 11.06 any contract for the supply of energy to the Council valued at over £250,000 may be awarded by the Director of Corporate Resources or, in his/her absence, by any other Director.

11.06 The award of contracts under paragraph 11.05 is subject to compliance with paragraph 8.01 and adherence to a robust and market tested process.

11.07 Requirements for signing of contracts are set out in paragraph 12.

CONDITIONS APPLYING TO CONTRACTS

Form and execution of contracts

12.01. Except as provided in clause 12.02, all contracts above £50 (fifty) in value must be in writing and by way of a document prepared by or on a basis approved by the Head of Legal Services.

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- 12.02. A contract made in extreme urgency need not be in writing so long as it is confirmed in writing within two weeks.
- 12.03. Every contract shall specify:
- (a) the works, goods or services or to be provided or executed;
 - (b) the price to be paid or the precise method of its ascertainment and a statement of any discounts or other deductions; and
 - (c) as appropriate, the start and finish dates, or delivery dates, and any maintenance or defects liability period.
- 12.04. A contract up to and including £150,000 (one hundred and fifty thousand) in value does not require sealing. If signed on behalf of the Council, such a contract must be signed by both the relevant Director and the Head of the relevant business unit.
- 12.05. A contract over £150,000 (one hundred and fifty thousand) in value must be executed on behalf of the Council under seal as a deed.

Conditions applying to all contracts with value of £25,000 (twenty-five thousand) or more

- 12.06. Every contract with a value of £25,000 (twenty five thousand) or more must unless the Head of Legal Services and Director of Corporate Resource agree to the contrary contain clauses to cover the following:
- a) compliance with all legislation;
 - b) compliance with the Council's insurance requirements;
 - c) a prohibition on assignment and/or subletting without the written consent of the Director;
 - d) a provision allowing the Council to cancel the contract and recover any resulting loss from the contractor if the contractor does anything which is contrary to the Prevention of Corruption Acts 1889 to 1916 or incites breach of Section 117 (2) of the Local Government Act 1972;
 - e) a provision to ensure the Council is protected against the contractor's defective performance by default provisions which are appropriate to the contract;
 - f) if the contractor is in breach of contract the Council can do any or all of the following:

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- (i) determine all or part of the contract or determine the contractor's appointment;
 - (ii) itself perform the contract in whole or in part;
 - (iii) recover from the contractor any additional cost resulting from the completion or cancellation of the contract.
- g) if the contractor has obtained or received by whatever means any information which gives or is intended or likely to give the contractor any unfair advantage over any other tenderer (including the Council's own workforce) in relation to the tendering for and award of any works/services contract, that the Council shall be entitled to terminate that contract;
- h) that the contractor shall be required to make available to the Council or its auditors such documents or access to information or access to the staff/officers of the contractor as is necessary to conduct any audit investigation into the contract;
- i) that the contractor shall be required to make available to the Council upon request such information the Council considers necessary whether in relation to staff or otherwise, to enable the Council to meet its duties in relation to retendering the contract.

Conditions applying to all contracts over £150,000 (one hundred and fifty thousand)

12.07. Every contract which exceeds £150,000 (one hundred and fifty thousand) in value must contain clauses to cover the following:

- a) if it is a contract for works, that the Council may require the contractor to provide security for completing the contract in the form of a bond;
- b) that where the contractor is a subsidiary or group company the contractor may be required to provide a parent or group company guarantee.

Conditions applying specifically to computer software contracts

12.08. All computer software contracts shall contain a clause to the effect that use of the software by the Council's contractors shall not amount to use by a third party for which an additional software licence might otherwise be required.

VARIATIONS AND EXTENSIONS

13.01. Subject to any statutory restrictions and compliance with Financial Regulations a Director may authorise the following extensions and variations to an existing contract:

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- (a) Either:
 - (i) an extension for a particular period provided for within the terms of the contract (but subject to satisfactory outcomes of contract monitoring, such information having been provided to the relevant Executive Member); or
 - (ii) a single extension of the contract by up to six months, or half the contract term (whichever is less); and
- (b) any other variation, and if relevant a consequent change in price, determined in accordance with the contract terms.

13.02. In any other circumstances the Executive may vary or extend a contract providing that to do so is consistent with the provisions of Financial Regulations.

13.03. In addition a Director may authorise variations to a contract where either delay would incur substantial cost penalties to the Council or the proposed variations are unavoidable and/or essential for the contract to proceed or continue, and the additional cost of such variations does not exceed 25% of the value of the contract, up to a maximum of £150,000 (one hundred and fifty thousand). Variations above this level may be authorised by a Director, where the Director considers that circumstances require such authorisation, as long as such variations are reported to the Executive at the earliest opportunity.

13.04. All variations and extensions must be recorded in writing.

NOVATIONS (TRANSFERS)

14.01. In appropriate circumstances the Council may agree to novate (transfer) a contract. This decision must be taken by the Executive for contracts of a value in excess of £250,000 (two hundred and fifty thousand), and by the Director for contracts of a value up to £250,000 (two hundred and fifty thousand).

Appendix 2 – Proposed Contract Standing Orders

Part G.3

Contract Procedure Rules

STATEMENT OF PRINCIPLES

1. The Contract Standing Orders provide the framework rules for the Council's procurement of works, goods and services. Following them will ensure value for money, propriety and the proper spending of public money.
2. The Procurement Code of Practice provides more detail and shall govern Council tendering and contract procedures. The Director of Corporate Resources and Head of Procurement shall maintain and issue the Procurement Code of Practice. Any procurement activity shall proceed in accordance with the Contract Standing Orders the Procurement Code of Practice *and all such other guidance issued by the Head of Procurement*.
3. The Head of Procurement shall make the latest version of the Contract Standing Orders and the Procurement Code of Practice available to every Director and Member of the Council. Directors or officers acting on their behalf shall apply the requirements of the Standing Orders and the Procurement Code of Practice when engaging in any procurement activity.
4. The purpose of procurement activity shall be to achieve best value in accordance with the Council's statutory or approved objectives. This should include an innovative approach to building partnerships with the private and not-for-profit sectors within a robust contractual framework. Officers with responsibility for procurement shall ensure that they are able to demonstrate achievement of best value by having regard to a combination of economy, efficiency and effectiveness.
5. Every contract or official order for works, goods or services made by the Council shall be for the purpose of achieving the Council's statutory or approved objectives and shall conform to all relevant English and European Union legislation.
6. Nothing in the Contract Standing Orders or the Procurement Code of Practice shall be construed as removing or diminishing the responsibility of all involved to meet individual and collective accountabilities.
7. Directors shall ensure that the Council Executive or a member of the Executive is consulted on any procurement activity of a controversial nature.
8. Directors must ensure that audit trails are in place for all procurement activity in accordance with the Procurement Code of Practice.
9. No Member shall enter into any contract on the Council's behalf.

Appendix 2 – Proposed Contract Standing Orders

10. No Member shall be permitted to become security under any agreement between the Council and a contractor employed by it.

11. Where Haringey Council is the procuring authority, and it is practical to do so, contracts shall be advertised and awarded as a minimum “on behalf of public sector bodies in Greater London”.

Appendix 2 – Proposed Contract Standing Orders

CONTRACT STANDING ORDERS

I. INTRODUCTION

- 1.01. Procurement decisions are among the most important decisions a manager will make because the money involved is public money and the Council is concerned to ensure that best value goods, works and services are provided. Efficient use of resources in order to achieve best value is therefore an imperative. The Council's reputation is equally important and should be safeguarded from any imputation of dishonesty or corruption.
- 1.02. For these reasons it is a disciplinary offence to fail to comply with Contract Standing Orders and the Procurement Code of Practice when letting contracts and employees have a duty to report breaches of Contract Standing Orders to an appropriate senior manager and the Head of Audit.
- 1.03. Reference should be made to the Procurement Code of Practice for more detailed procurement procedures.

2. DEFINITIONS AND INTERPRETATION

- 2.01. These Contract Standing Orders are made pursuant to section 135 of the Local Government Act 1972 and shall come into force with this Constitution.
- 2.02. Unless the context otherwise requires, in these Contract Standing Orders the terms below shall have the meanings ascribed to them.
 - a) **"Director"** means an employee of the Council holding a post designated as Director, Chief Executive or Assistant Chief Executive.
 - b) **"EU"** means European Union.
 - c) **"Executive"** means the Executive of Haringey Council or any other formally constituted Member body operating within the terms of its reference (e.g. the Executive Procurement Committee).
 - d) **"General Manager"** means the person holding the position of General Manager of Alexandra Palace and Park Charitable Trust.
- 2.03. In the event of any conflict between EU law, English law and Council policy, the requirements of EU law shall prevail over English law and the requirements of English law shall prevail over Council policy. ~~In particular caution should be exercised when considering the use of an approved list as this may conflict with EU Procurement legislation.~~
- 2.04. In the event of any doubt as to the interpretation of these Contract Standing Orders, or as to the proper procedure to be followed, reference should be made to the Head of Procurement.

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3. THE ROLE AND RESPONSIBILITIES OF DIRECTORS

3.01. The Director has responsibility for all contracts tendered and let by his/her Directorate. He/she is accountable to the Executive for the performance of his/her duties in relation to contract letting and management, which are:

- a) to ensure compliance with English and EU legislation and Council Policy;
- b) to ensure value for money in all procurement matters;
- c) to ensure compliance with Contract Standing Orders and the Procurement Code of Practice;
- d) to maintain a departmental scheme of delegation;
- e) to ensure that all relevant staff are familiar with the provisions of Contract Standing Orders and the Procurement Code of Practice and that they receive adequate training on their operation;
- f) to ensure compliance with any guidelines issued in respect of these Contract Standing Orders;
- g) to take immediate action in the event of a breach of Contract Standing Orders or the Procurement Code of Practice within his or her area;
- h) to keep proper records of all contracts, tenders etc. including minutes of tender evaluation panels and other meetings;
- i) to keep records of waivers of any provision of these Contract Standing Orders;
- j) to make appropriate arrangements for the opening of tenders and their secure retention so as to protect the integrity of the tendering process;
- k) to ensure that the Council's seal is affixed to any document required to be executed as a deed and that where a document is not expressed to be under seal, it is signed by two people as provided for in these Contract Standing Orders;
- l) to ensure original contract documents are forwarded to the Head of Legal Services for safekeeping;
- m) to record all contracts in the Contract Register;
- n) to ensure effective management of all contracts in his/her area and to a level deemed appropriate in regard to risk or value of each contract.

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4. THE ROLE AND RESPONSIBILITY OF THE EXECUTIVE AND THE GENERAL PURPOSES COMMITTEE

- 4.01. The Executive will hold Directors accountable for any decisions he/she makes under his/her delegated authority or under these Contract Standing Orders.
- 4.02. The General Purposes Committee will keep under review these Contract Standing Orders and recommend amendments to full Council for adoption.
- 4.03. ~~The Executive will award contracts valued over £250,000 (two hundred and fifty thousand) provided that the award of any contract valued over £3,000,000 (three million) is a 'key decision' and as such must be in the Council's forward plan and comply with the other procedures in that regard set out in the Constitution.~~

5. CALCULATION OF CONTRACT VALUES

- 5.01. Directors must ensure that a pre-tender estimate of anticipated costs is prepared and recorded in writing. Where EU Public Procurement rules apply, Directors must also ascertain the value of a contract in accordance with those rules.
- 5.02. Unless otherwise specifically provided, reference to contract value or an estimated contract value in these Contract Standing Orders means the aggregate value payable in pounds sterling exclusive of Value Added Tax over the entire contract period.
- 5.03. Contracts must not be artificially under or over estimated or divided into two or more separate contracts where the effect is to avoid the application of Contract Standing Orders or EU legislation.

6. SCOPE OF CONTRACT STANDING ORDERS

- 6.01. These Contract Standing Orders shall apply to all contracts "for the procurement by the Council of works, goods and services" unless otherwise expressly stated or these requirements are waived in accordance with paragraph 7.
- 6.02. Where the Council secures funding from an external funding body, and the funding is conditional upon the grant monies being used to facilitate service delivery, Contract Standing Orders shall apply to procurement by the Council of the works, goods, and services to facilitate the service delivery.
- 6.03. Where a contract has an estimated value of less than £5000 (five thousand), the *relevant* Director should act in the manner most expedient to the efficient management of the service, having kept a record for so doing.

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- 6.04. Where a contract has an estimated value of more than £5000 (five thousand), but less than £25,000 (twenty-five thousand) quotations should be obtained or the tender procedure followed. However the Director may decide that such processes are not appropriate in order to secure value for money for the Council. If that is the case, the Director may determine another process of selecting a contractor which will meet best value criteria. The decision and process must be properly documented.
- 6.05. Except as otherwise provided, contracts *with an estimated value of more than £25,000 (twenty-five thousand)* must be let following a competitive tendering process in accordance with the procedures set out in these Contract Standing Orders and any guidelines or Codes of Practice issued from time to time under these Contract Standing Orders.
- 6.06. No contract shall be let unless the expenditure involved has been fully considered and approved and sufficient money has been allocated in the relevant budget.
- 6.07. It shall be a condition of any contract between the Council and any person (not being an Officer of the Council) who is required to supervise a contract on the Council's behalf that, in relation to such contract, he/she shall comply in all respects with the requirements of these Contract Standing Orders as if he/she were an employee of the Council.
- 6.08. These Contract Standing Orders shall not apply to contracts of employment, or to contracts relating to any interest in land. For the avoidance of doubt, there are excluded from these Contract Standing Orders any agreement relating to the provision of nomination rights to housing, collateral management arrangements in respect of social housing and the acquisition of rights or benefits pursuant to the Council's Private Sector Temporary Accommodation Leasing Scheme.

Framework and Consortia Arrangements

- 6.09. *Subject to the provision of CSO 6.10, these Contract Standing Orders shall not apply where the Council procures particular goods, services or works:*
- a) **as part of a group of public sector bodies contracting with one or more contractors (consortium arrangement), provided the contract standing orders of one of the public sector bodies constituting the group and/ or any applicable EU Regulations have been followed.**
or
 - b) **by selecting one or more contractors from a Framework or similar arrangement (including**

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approved lists), established by a public sector body in accordance with the contract standing orders of that public sector body and/ or any applicable EU regulations.

6.10 The Council's decision to enter into a contract with the recommended contractor must be made in accordance with Contract Standing Orders 11.02 to 11.04.

6.11. The Council shall observe these Contract Standing Orders where it procures goods, services and works for the benefit or on behalf of other public bodies.

Schools

6.12. In accordance with the requirements of the Council's Scheme for Financing Schools, and the Financial Regulations for Schools, ~~For the avoidance of doubt,~~ these Contract Standing Orders apply to all schools within the London Borough of Haringey. A school's governing body shall have the powers and duties of a Director specified in these Contract Standing Orders, except in relation to waiver (paragraph 7.02).

Care Contracts for individuals

6.13. Social Services and Children and Young People's Service care contracts may be 'block' contracts (where a number of beds, places or services are provided by the contractor **at pre-agreed pricing schedules**, to which the Council may refer users over the contract period) or 'spot' contracts (one-off contracts meeting an individual user's needs, or contracts where a number of beds, places or services are provided by the contractor **without pre-agreed prices**, such prices to be agreed upon each referral of a user over the contract period). The Directors of Social Services and the Children and Young People's Service will seek to maximise the use of block contracts where this represents best value for the Council. The following provisions shall apply to Social Services and Children and Young People's Service care contracts:

- a) All Contract Standing Orders apply to block contracts;
- b) Contract Standing Orders 8, 9, 10 and 11 (in relation to tender procedures and formation of contract) **shall not apply to spot contracts;**
- c) The Directors of Social Services and the Children and Young People's Service may award all spot contracts, which shall be reviewed at least annually as part of the review of whether the service provided continues to meet the needs of the service user;
- d) The Directors of Social Services and the Children and Young People's Service shall provide monthly reports to the relevant Executive

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Member and a quarterly report to the Executive detailing the nature, extent and value of spot contracts entered into in the previous quarter.

Alexandra Palace and Park

6.14 These Contract Standing Orders apply to the procurement of works, goods and services by or on behalf of Alexandra Palace and Park Charitable Trust on the following basis:

- a) The General Manager shall have the powers and duties of a Director specified in these Contract Standing Orders;
- b) The Alexandra Palace and Park Board and Panel shall have the powers and duties of the Executive and an Executive Member specified in these Contract Standing Orders;
- c) In the event of any conflict, the requirements of the Charities Act 1993, any regulations made under that Act or charity law in general shall prevail over the provisions of Contract Standing Orders.

7. WAIVER OF CONTRACT STANDING ORDERS

7.01. Where *these* Contract Standing Orders apply to a contract (see CSO 6 above) any individual provision in *Contract Standing Orders* other than paragraph 8.01 (which relates to EU procedures) may be waived by the appropriate person specified in paragraph 7.02 on the basis set out in paragraph 7.03.

7.02. Subject to paragraph 7.05, a waiver of a provision of these Contract Standing Orders may be agreed by:

- a) the Executive; or
- b) a Director where the contract value is £50,000 (fifty thousand) or less (save that the Director shall not have authority to waive any of the provisions of Contract Standing Order 12 which relate to conditions applying to contracts); or
- c) an Executive Member where the contract value is between £50,000 (fifty thousand) and £250,000 (two hundred and fifty thousand).

7.03. A waiver may be agreed by the appropriate person if they are satisfied after considering a written report by the appropriate officer that the waiver is justified because:

- a) the nature of the market for the works to be carried out or the goods or services to be provided has been investigated and is demonstrated to be

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such that a departure from the requirements of Contract Standing Orders is justifiable; or

- b) the contract is for works, goods or services that are required in circumstances of extreme urgency that could not reasonably have been foreseen; or
- c) the circumstances of the proposed contract are covered by legislative exemptions (whether under EU or English law); or
- d) it is in the Council's overall interest; or
- e) there are other circumstances which are genuinely exceptional.

7.04. A record of the decision approving a waiver and the reasons for it must be kept and an entry made in a central register maintained and monitored by the Head of Procurement.

7.05. Where a waiver of Contract Standing Orders is sought for the second time in relation to the same contract, then regardless of the value of the contract, that waiver may only be agreed by the Executive.

8. TENDER PROCEDURES

8.01 Where the value of a works, goods or services contract is equal to or exceeds the applicable threshold set out in ~~the Public Works Contracts Regulations 1991, the Public Supply Contracts Regulations 1995 or the Public Services Contracts Regulations 1993 (whichever is relevant)~~ Public Contracts Regulations 2006, the provision of those Regulations shall govern the tendering process and shall take precedence over the provisions of these Contract Standing Orders in the event of any conflict.

8.02. In respect of contracts to which CSO 8.01 apply, all bidders must be notified in writing of a tender selection decision by the Council at least 10 (ten) calendar days prior to the proposed contract award date. Where the last day of this ten-day notice period falls on a non-working day, the period must be extended to the next working day.

8.03 Where tenders are to be invited the procedure to be followed shall be determined prior to advertising and shall be one of the following:

- a) open tender (all interested contractors submit a tender in response to an advertisement);
- b) restricted procedure (expressions of interest from interested contractors in response to an advertisement, with a selection of those contractors being invited to submit a tender);

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- c) negotiated procedure (expressions of interest from interested contractors in response to an advertisement, with a selection of those contractors being invited to negotiate);
- d) competitive dialogue (expressions of interest from interested contractors in response to an advertisement, followed by dialogue with a selection of those contractors to identify a solution (or solutions) which meets the Council's requirements, and an invitation to the selected contractors to submit tenders based on the solution/s resulting from the dialogue); or
- e) where a Framework arrangement (including approved lists) exists in respect of the subject matter, tenders shall be invited using the Framework arrangement from all capable contractors having regard to the principles of best value.

9. RECEIPT AND OPENING OF TENDERS

- 9.01. Contractors must be informed that their tenders will only be considered if they are:
- a) sent in a plain envelope or parcel with a label on which is printed the word "Tender" followed by the subject of the contract; and
 - b) contained in a sealed envelope or parcel which does not show the identity of the tenderer in any way; and
 - c) delivered to the place and by the time stated in the tender invitation.
- 9.02. Tenders which do not meet the requirements of Contract Standing Order 9.01 may only be considered if the other tenders have not yet been opened and:
- a) failure to comply is the Council's fault; or
 - b) a tender is late, and it is clear without any contact with the contractor that the tender was sent in such a way that in the normal course of events it would have arrived on time.
- 9.03. *In accordance with the responsibilities set out at CSO 3.01 (j)*, tenders must be kept safe until the time for their opening by the officers given this duty by the Director responsible for the tendering process. Records *of non-compliant bids and* of the time and date of receipt of all unopened tenders must be kept by those officers.
- 9.04. Tenders for a particular contract must be opened at the same time in the presence of two officers who have had no involvement in the tendering

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process. These officers shall be responsible for proper recording of the price, duration of any works and all other relevant details of each opened tender.

- 9.05. The Head of Procurement must approve the seniority and training of all officers employed to open tenders and also the arrangements in each Directorate for ensuring the independence of such officers from the teams involved in the tendering process.

E-Tendering

- 9.06 Invitations to tender may be dispatched, and tenders received, by electronic means with the prior approval of, and in accordance with a procedure specified by the Head of Procurement.
- 9.07 Tenders received electronically must be stored securely, and must not be accessible until after the closing date in respect of submission of the tenders.
- 9.08 At an appointed time for opening the electronically submitted tenders, two authorised officers who have had no involvement in the tendering process shall access the submitted tender data simultaneously, open the tenders and record the price, duration of any works and all other relevant details of each opened tender.

E-Auctions

- 9.09 In appropriate cases, the submission of prices for a tender may be conducted by e-auction using an on-line facility, with the prior approval of, and in accordance with a procedure specified by the Head of Procurement.

10. POST TENDER NEGOTIATIONS

- 10.01. Except where the negotiated procedure referred to in paragraph 8.03(c) applies, negotiation after receipt of formal bids or tenders and before the award of contract is only permitted with those tenderers submitting the most economically advantageous tender, with a view to obtaining an improvement in content in circumstances which do not put other tenderers at a disadvantage, distort competition or affect adversely trust in the competitive tendering process, if the prior authority of the Director has been obtained AND negotiation was expressly stated in the tender documentation.
- 10.02 There may be circumstances where an officer authorised by the Director may contact a contractor in order to clarify an ambiguous tender. This does not constitute post tender negotiations.
- 10.03. All communication with contractors under this Contract Standing Order must be in writing or recorded in writing.

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11. TENDER ACCEPTANCE AND CONTRACT AWARD

11.01 Tenders are to be accepted on the basis of either:

- a) The lowest price; or
- b) The most economically advantageous tender (i.e. the tender providing the most benefit to the Council) as determined by such criteria, to include whole life costing methodologies, as are relevant to the type of works, goods or services.

11.02. A Director may award, assign or novate contracts valued at £250,000 (two hundred and fifty thousand) or less.

11.03. Subject to the provisions of paragraph 11.04 and 11.05, all contracts valued over £250,000 (two hundred and fifty thousand) may only be awarded, assigned or novated by the Executive.

11.04. The award of any contract valued over £3,000,000 (three million) is a 'key decision' and as such must be in the Council's forward plan and comply with the other procedures in that regard set out in the Constitution.

11.05. Contracts for the supply of energy to the Council valued over £250,000 may be awarded by a Director or in accordance with CSO 6.09.

12. CONDITIONS APPLYING TO CONTRACTS

Form and execution of contracts

12.01. Except as provided in clause CSO12.02, all contracts above £50 (fifty) in value must be in writing and by way of a document prepared by, by or on a basis approved by the Head of Legal Services.

12.02. Where the works, goods or services to be provided under a contract are required to commence prior to the issuance and execution of a formal contract, a Director, if satisfied that it is in the Council's best interest in the particular circumstances, may approve issuance of a Letter of Intent pending the issuance and execution of a formal contract. However, the maximum cover afforded by any Letter of Intent shall not exceed 10% of the contract price in respect of works or services contracts, or £50,000 in respect of supplies contracts.

12.03 A contract made in extreme urgency need not be in writing so long as it is confirmed in writing within 4 weeks

12.04. Every contract shall specify:

- a) the works, goods or services to be provided or executed;

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- b) the price to be paid or the precise method of its ascertainment and a statement of any discounts or other deductions; and
- c) as appropriate, the start and finish dates, or delivery dates, and any maintenance or defects liability period.
- d) compliance with the Council's insurance requirements. The requirement to comply with the Councils standard insurance requirements may only be waived with the Director of Corporate Resource's approval.
- e) compliance with the Council's equality policy.

12.05. A contract up to and including £250,000 (two hundred and fifty thousand) in value does not require sealing and should be signed on behalf of the Council, by both the relevant Director and the Head of the relevant business unit.

12.06. A contract over £250,000 (two hundred and fifty thousand) in value must be executed on behalf of the Council under seal as a deed.

Conditions applying to all contracts with value of £25,000 (twenty-five thousand) or more

- 12.07 Every contract with a value of £25,000 (twenty five thousand) or more must unless the Head of Legal Services and Director of Corporate Resources agree to the contrary contain clauses to cover the following:
- a) compliance with all applicable legislation;
 - ~~b) compliance with the Council's insurance requirements;~~
 - b) a prohibition on assignment and/or subletting without the written consent of the Director;
 - c) a provision allowing the Council to cancel the contract and recover any resulting loss from the contractor if the contractor does anything which is contrary to the Prevention of Corruption Acts 1889 to 1916 or incites breach of Section 117 (2) of the Local Government Act 1972;
 - d) a provision to ensure the Council is protected against the contractor's defective performance by default provisions which are appropriate to the contract;
 - e) if the contractor is in breach of contract the Council can do any or all of the following:
 - i. determine all or part of the contract or determine the contractor's appointment;
 - ii. itself perform the contract in whole or in part;
 - iii. recover from the contractor any additional cost resulting from the completion or cancellation of the contract.

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- f) if the contractor has obtained or received by whatever means any information which gives or is intended or likely to give the contractor any unfair advantage over any other tenderer (including the Council's own workforce) in relation to the tendering for and award of any works/services contract, that the Council shall be entitled to terminate that contract;
- g) that the contractor shall be required to make available to the Council or its auditors such documents or access to information or access to the staff/officers of the contractor as is necessary to conduct any audit investigation into the contract;
- h) that the contractor shall be required to make available to the Council upon request such information the Council considers necessary whether in relation to staff or otherwise, to enable the Council to meet its duties in relation to retendering the contract.

Conditions applying to all contracts over £250,000 (two hundred and fifty thousand)

- 12.08. Every contract which exceeds £250,000 (two hundred and fifty thousand) in value must contain clauses to cover the following:
- a) if it is a contract for works, that the Council may require the contractor to provide security for completing the contract in the form of a bond;
 - b) that where the contractor is a subsidiary or group company the contractor may be required to provide a parent or group company guarantee.

12.09. The decision as to whether or not a bond or parent company guarantee will be required in respect of a contract will ultimately be made by the Director of Corporate Resources, or an officer acting under his delegated authority.

Conditions applying specifically to computer software contracts

- 12.10. All computer software contracts shall contain a clause to the effect that use of the software by the Council's contractors shall not amount to use by a third party for which an additional software licence might otherwise be required.

Conditions applying specifically to contracts involving Children and Vulnerable Adults

- 12.11. All contracts for the provision of services which may potentially involve either direct contact with children and vulnerable adult or access to their personal records shall contain a provision requiring the service provider (including agents and assigns) to*

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undertake a Criminal Records Bureau check on relevant employees prior to provision of the services under the contract and at appropriate intervals thereafter.

13. VARIATIONS AND EXTENSIONS

13.01. Subject to the provisions of CSO 5, any statutory restrictions and compliance with Financial Regulations a Director may authorise the following extensions and variations to an existing contract:

- a) Either:
 - (i) an extension for a particular period provided for within the terms of the contract (but subject to satisfactory outcomes of contract monitoring, such information having been provided to the relevant Executive Member); or
 - (ii) a single extension of the contract by up to six months, or half the contract term (whichever is less); and
- b) any other variation, and if relevant a consequent change in price, determined in accordance with the contract terms.

13.02. In any other circumstances the Executive may vary or extend a contract providing that to do so is consistent with the provisions of Financial Regulations.

13.03 In addition a Director may authorise variations to a contract where either delay would incur substantial cost penalties to the Council or the proposed variations are unavoidable and/or essential for the contract to proceed or continue, and the additional cost of such variations does not exceed 25% of the value of the contract, up to a maximum of £150,000 (one hundred and fifty thousand). Variations above this level may be authorised by a Director, where the Director considers that circumstances require such authorisation, as long as such variations are reported to the Executive at the earliest opportunity.

13.04. All variations and extensions must be recorded in writing.

14. NOVATIONS (TRANSFERS)

14.01 In appropriate circumstances the Council may agree to the novation or assignment of a contract. This decision must be taken based on the value of the contract at the date of award and subject to CSO 11.02 – 11.04.

15. DISPOSAL OF ASSETS

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15.01 Where Council assets (other than land) are to be disposed of because they are surplus to requirements, damaged or obsolete, reasonable endeavours must be undertaken to realise the residual value of the assets.

15.02 Assets having little or no realisable value may be disposed of as waste with the approval of the relevant Head of Business Unit, provided the disposal shall be in favour of recycling wherever possible.

15.03 In respect of assets to be disposed of having an estimated value of less than £5,000 (five thousand), the Director concerned should act in the manner most expedient to the efficient management of the service, having kept a record for so doing.

15.04 Assets recommended for disposal with an estimated value of more than £5,000 (five thousand), shall be disposed of in such a manner as to secure best value.

15.05 Disposal of assets valued at more than £250,000 (two hundred and fifty thousand) must be approved by the Executive.

15.06 Under no circumstances shall disposal of Council assets be made to employees of the Council without the prior approval of the Director

16. URGENT DECISIONS

16.01 These provisions apply where action needs to be taken urgently on any matter between meetings of the Executive and that action would be outside the powers given to a Director or an individual Executive Member. They may only be used in cases of genuine urgency and not to avoid proper forward planning.

16.02 All urgent decisions, including waivers and awards of contract, that are not “key decisions”, may be taken by the Chair of the Procurement Committee or in his/her absence by the Leader of the Council.

16.03 All urgent decisions, including waivers and awards of contract, that are “key decisions”, may be taken by the Leader of the Council in accordance with his/her powers under the Constitution and subject to the statutory “Special Urgency” rules where these apply. In the absence of the Leader, the decision may be taken by the Chair of the Procurement Committee subject to the same procedures being followed.

Proposed Number	Existing Text	Proposed Text
2	Statement of Principles The Procurement Code of Practice provides more detail and shall govern Council tendering and contract procedures. The Director of Corporate Resources and Head of Procurement shall maintain and issue the Procurement Code of Practice. Any procurement activity shall proceed in accordance with the Contract Standing Orders and the Procurement Code of Practice	Statement of Principles The Procurement Code of Practice provides more detail and shall govern Council tendering and contract procedures. The Director of Corporate Resources and Head of Procurement shall maintain and issue the Procurement Code of Practice. Any procurement activity shall proceed in accordance with the Contract Standing Orders and the Procurement Code of Practice <u>and all such other guidance issued by the Head of Procurement.</u> <u>Where Haringey Council is the procuring authority, and it is practical to do so, contracts shall be advertised and awarded as a minimum "on behalf of public sector bodies in Greater London".</u>
11		

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11		

2.03	<i>In the event of any conflict between European Union law, English law and Council policy, the requirements of European Union law shall prevail over English law and the requirements of English law shall prevail over Council policy. In particular caution should be exercised when considering the use of an approved list as this may conflict with EU Procurement legislation.</i>	<i>In the event of any conflict between European Union law, English law and Council policy, the requirements of European Union law shall prevail over English law and the requirements of English law shall prevail over Council policy. In particular caution should be exercised when considering the use of an approved list as this may conflict with EU Procurement legislation.</i>
3.01m)	<i>to record all contracts in the Contract Register of the relevant Business Unit;</i>	<i>to record all contracts in the Contract Register of the relevant Business Unit;</i>
3.01n)	<i>to ensure effective monitoring of all contracts in his/her area.</i>	<i>to ensure effective monitoring of all contracts in his/her area <u>and to a level deemed appropriate in regard to risk or value of each contract.</u></i>
4.03	<i>The Executive will award contracts valued over £250,000 (two hundred and fifty thousand) provided that the award of any contract valued over £3,000,000 (three million) is a 'key decision' and as such must be in the Council's forward plan and comply with the other procedures in that regard set out in the Constitution.</i>	<i>The Executive will award contracts valued over £250,000 (two hundred and fifty thousand) provided that the award of any contract valued over £3,000,000 (three million) is a 'key decision' and as such must be in the Council's forward plan and comply with the other procedures in that regard set out in the Constitution.</i>
5.02	<i>Unless otherwise specifically provided, where a value or an estimated value is given in these Contract Standing Orders it means the aggregate value payable in pounds sterling exclusive of Value Added Tax over the entire contract period.</i>	<i>Unless otherwise specifically provided, <u>reference to contract value or an estimated contract value</u> in these Contract Standing Orders it means the aggregate value payable in pounds sterling exclusive of Value Added Tax over the entire contract period.</i>
5.03	<i>Contracts must not be artificially under or over estimated or divided into two or more separate contracts where the effect is to avoid the application of Contract Standing Orders.</i>	<i>Contracts must not be artificially under or over estimated or divided into two or more separate contracts where the effect is to avoid the application of Contract Standing Orders <u>or EU legislation.</u></i>
6.02		<i><u>Where the Council secures funding from an external funding body, and the funding is conditional upon the grant monies being used to facilitate service delivery, Contract Standing Orders</u></i>

		<u>shall apply to procurement by the Council of the works, goods, and services to facilitate the service delivery.</u>
6.03	<i>Where a contract has an estimated value of less than £5000 (five thousand), the Director should act in the manner most expedient to the efficient management of the service, having kept a record for so doing.</i>	<i>Where a contract has an estimated value of less than £5000 (five thousand), the <u>relevant</u> Director should act in the manner most expedient to the efficient management of the service, having kept a record for so doing.</i>
6.05	Except as otherwise provided, contracts must be let following a competitive tendering process in accordance with the procedures set out in these Contract Standing Orders and any guidelines or Codes of Practice issued from time to time under these Contract Standing Orders.	Except as otherwise provided, <u>contracts with an estimated value of more than £25,000 (twenty-five thousand)</u> must be let following a competitive tendering process in accordance with the procedures set out in these Contract Standing Orders and any guidelines or Codes of Practice issued from time to time under these Contract Standing Orders.
6.07	<i>It shall be a condition of any contract between the Council and any person (not being an Officer of the Council) who is required to supervise a contract on the Council's behalf that, in relation to such contract, he/she shall comply in all respects with the requirements of these Contract Standing Orders as if he/she were an employee of the Council.</i>	<i>It shall be a condition of any contract between the Council and any person (not being an Officer of the Council) who is required to <u>manage</u> a contract on the Council's behalf that, in relation to such contract, he/she shall comply in all respects with the requirements of these Contract Standing Orders as if he/she were an employee of the Council.</i>
6.09	'Framework Arrangements'	Framework and Consortia Arrangements
6.09	These Contract Standing Orders shall not apply where the Council procures particular goods, services or works:	<u>Subject to the provision of CSO 6.10</u> , these Contract Standing Orders shall not apply where the Council procures particular goods, services or works:
6.09a)	as part of a group of public sector bodies contracting with one or more contractors	as part of a group of public sector bodies contracting with one or more contractors (<u>consortium arrangement</u>), <u>provided the contract standing orders of one of the public sector bodies constituting the group and/ or any applicable EU Regulations have</u>

		been followed
6.09b)	by selecting one or more contractors using a Framework (including approved lists) or similar arrangement, established by a public sector body or bodies, where the contractor selection has gone through a tender process using the Standing Orders of a public sector body or otherwise on a basis designed to achieve best value.	by selecting one or more contractors <u>from</u> a Framework or similar arrangement (including approved lists), established by a public sector body <u>in accordance with the contract standing orders of that public sector body and/ or any applicable EU regulations.</u>
6.12	<i>Education</i> For the avoidance of doubt, these Contract Standing Orders apply to all schools within the London Borough of Haringey. A school's governing body shall have the powers and duties of a Director specified in these Contract Standing Orders, except in relation to waiver (paragraph 7.02).	<u>Schools</u> <u>In accordance with the requirements of the Council's Scheme for Financing School, and the Financial Regulation for Schools.</u> For the avoidance of doubt, these Contract Standing Orders apply to all schools within the London Borough of Haringey. A school's governing body shall have the powers and duties of a Director specified in these Contract Standing Orders, except in relation to waiver (paragraph 7.02).
6.13	<i>Social services care contracts for individuals</i>	<u>Care Contracts for individuals</u>
6.13	<i>Social Services and Children's Services care contracts may be 'block' contracts (where a number of beds, places or services is provided by the contractor at pre-agreed pricing schedules, to which the Council may refer users over the contract period) or 'spot' contracts (one-off contracts meeting an individual user's needs, or contracts where a number of beds, places or services are provided by the contractor without pre-agreed prices, such prices to be agreed upon each referral of a user over the contract period). The Directors of Social Services and Children's Services will seek to maximise the use of block contracts where this represents best value for the Council.</i>	<u>Social Services and Children and Young People's Service</u> care contracts may be 'block' contracts (where a number of beds, places or services <u>are</u> provided by the contractor at pre-agreed pricing schedules , to which the Council may refer users over the contract period) or 'spot' contracts (one-off contracts meeting an individual user's needs, or contracts where a number of beds, places or services are provided by the contractor without pre-agreed prices , such prices to be agreed upon each referral of a user over the contract period). The <u>Directors of Social Services and the Children and Young People's Service</u> will seek to maximise the

	<i>The following provisions shall apply to Social Services and Children's Services care contracts:</i>	<i>use of block contracts where this represents best value for the Council. The following provisions shall apply to Social Services and Children and Young People's Service care contracts:</i>
6.13c)	<i>The Directors of Social Services and Children's Services may award all spot contracts, which shall be reviewed at least annually as part of the review of whether the service provided continues to meet the needs of the service user;</i>	<i>The Directors of Social Services and the Children and Young People's Service may award all spot contracts, which shall be reviewed at least annually as part of the review of whether the service provided continues to meet the needs of the service user;</i>
6.13d)	<i>The Directors of Social Services and Children's Services shall provide monthly reports to the relevant Executive Member and a quarterly report to the Executive detailing the nature, extent and value of spot contracts entered into in the previous quarter.</i>	<i>The Directors of Social Services and the Children and Young People's Service shall provide monthly reports to the relevant Executive Member and a quarterly report to the Executive detailing the nature, extent and value of spot contracts entered into in the previous quarter.</i>
7.01	<i>Where Contract Standing Orders apply to a contract (see CSO 6 above) any individual provision in them other than paragraph 8.01 (which relates to EU procedures) may be waived by the appropriate person specified in paragraph 7.02 on the basis set out in paragraph 7.03.</i>	<i>Where <u>these</u> Contract Standing Orders apply to a contract (see CSO 6 above) any individual provision in <u>Contract Standing Orders</u> other than paragraph 8.01 (which relates to EU procedures) may be waived by the appropriate person specified in paragraph 7.02 on the basis set out in paragraph 7.03.</i>
7.04	<i>A record of the decision approving a waiver and the reasons for it must be kept and an entry made in the appropriate register.</i>	<i>A record of the decision approving a waiver and the reasons for it must be kept and an entry made in <u>a central register maintained and monitored by the Head of Procurement.</u></i>
8.01	<i>EU procedures Where the value of a works, goods or services contract is equal to or exceeds the threshold set out in the Public Works Contracts Regulations 1991, the Public Supply Contracts Regulations 1995 or the Public Services Contracts Regulations 1993 (whichever is relevant), and the regulations require open competition,</i>	<i>EU procedures Where the value of a works, goods or services contract is equal to or exceeds the <u>applicable</u> threshold set out in <u>the Public Contracts Regulations 2006</u>, the provision of <u>those Regulations shall govern the tendering process and shall take precedence over the provisions of these Contract Standing Orders in</u></i>

	then the relevant regulations shall govern the tender process and paragraph 8.02 shall not apply. When the subject matter of the contract is exempt from EU tendering requirements, paragraph 8.02 shall apply.	<u>the event of any conflict.</u>
8.02		<u>In respect of contracts to which CSO 8.01 apply, all bidders must be notified in writing of a tender selection decision by the Council at least 10 (ten) calendar days prior to the proposed contract award date. Where the last day of this ten-day notice period falls on a non-working day, the period must be extended to the next working day.</u>
8.03	General procedures	General procedures
8.03d)		<u>competitive dialogue (expressions of interest from interested contractors in response to an advertisement, followed by dialogue with a selection of those contractors to identify a solution (or solutions) which meets the Council's requirements, and an invitation to the selected contractors to submit tenders based on the solution/s resulting from the dialogue); or</u>
9.03	Tenders must be kept safe until the time for their opening by the officers given this duty by the Director responsible for the tendering process. Records of the time and date of receipt of all unopened tenders must be kept by that Officer.	<u>In accordance with the responsibilities set out at CSO 3.01 (j), tenders must be kept safe until the time for their opening by the officers given this duty by the Director responsible for the tendering process. Records of non-compliant bids and of the time and date of receipt of all unopened tenders must be kept by those officers.</u>
9.06	Tenders may be received electronically with the prior approval of, and in accordance with, a procedure specified by the Head of Procurement.	<u>Invitations to tender may be dispatched, and tenders received, by electronic means with the prior approval of, and in accordance with a procedure specified by the Head of Procurement.</u>
9.07		<u>Tenders received electronically</u>

		<u>must be stored securely, and must not be accessible until after the closing date in respect of submission of the tenders,</u>
9.08		<u>At an appointed time for opening the electronically submitted tenders, two authorised officers who have had no involvement in the tendering process shall access the submitted tender data simultaneously, open the tenders and record the price, duration of any works and all other relevant details of each opened tender.</u>
9.09		<u>In appropriate cases, the submission of prices for a tender may be conducted by e-auction using an on-line facility, with the prior approval of, and in accordance with a procedure specified by the Head of Procurement</u>
10.01	<i>Except where the negotiated procedure referred to in paragraph 8.02(c) applies, negotiations after receipt of formal bids or tenders and before the letting of contract(s) with those tenderers submitting the most economically advantageous tender, with a view to obtaining an improvement in content in circumstances which do not put other tenderers at a disadvantage, distort competition or affect adversely trust in the competitive tendering process, may only take place if the prior authority of the Director has been obtained.</i>	<i>Except where the negotiated procedure referred to in paragraph 8.03(c) applies, negotiations after receipt of formal bids or tenders and before the <u>award</u> of contract is only permitted with those tenderers submitting the most economically advantageous tender, with a view to obtaining an improvement in content in circumstances which do not put other tenderers at a disadvantage, distort competition or affect adversely trust in the competitive tendering process, if the prior authority of the Director has been obtained <u>AND negotiation was expressly stated in the tender documentation.</u></i>
10.02	<i>In addition there may be circumstances where an officer authorised by the Director may contact a contractor in order to clarify an ambiguous tender. This does not constitute post tender negotiations.</i>	<i>In addition There may be circumstances where an officer authorised by the Director may contact a contractor in order to clarify an ambiguous tender. This does not constitute post tender negotiations.</i>
11	TENDER ACCEPTANCE AND CONTRACT FORMATION	TENDER ACCEPTANCE AND CONTRACT AWARD

11.01b)	The most economically advantageous tender (i.e. the tender providing the most benefit to the Council) as determined by such criteria as are relevant to the type of works, goods or services.	The most economically advantageous tender (i.e. the tender providing the most benefit to the Council) as determined by such criteria, <u>to include whole life costing methodologies</u> , as are relevant to the type of works, goods or services.
11.02	A Director may award contracts valued at £250,000 (two hundred and fifty thousand) or less.	A Director may award, <u>assign or novate</u> contracts valued at £250,000 (two hundred and fifty thousand) or less.
11.03	Subject to the provisions of paragraph 11.04 and 11.05, the Executive must award all contracts valued over £250,000 (two hundred and fifty thousand).	Subject to the provisions of paragraph 11.04 and 11.05, all contracts valued over £250,000 (two hundred and fifty thousand) <u>may only be awarded, assigned or novated by the Executive.</u>
11.05	<i>Subject to paragraph 11.06 any contract for the supply of energy to the Council valued at over £250,000 may be awarded by the Director of Corporate Resources or, in his/her absence, by any other Director.</i>	<i>Contracts for the supply of energy to the Council valued over £250,000 may be awarded by a Director or in accordance with <u>CSO 6.09.</u></i>
11.06	<i>The award of contracts under paragraph 11.05 is subject to compliance with paragraph 8.01 and adherence to a robust and market tested process.</i>	<i>The award of contracts under paragraph 11.05 is subject to compliance with paragraph 8.01 and adherence to a robust and market tested process.</i>
11.07	<i>Requirements for signing of contracts are set out in paragraph 12.</i>	<i>Requirements for signing of contracts are set out in paragraph 12.</i>
12.01	<i>Except as provided in clause 12.02, all contracts above £50 (fifty) in value must be in writing and by way of a document prepared by or on a basis approved by the Head of Legal Services.</i>	<i>Except as provided in <u>CSO12.02</u>, all contracts above £50 (fifty) in value must be in writing and by way of a document prepared by, or on a basis approved by the Head of Legal Services.</i>
12.02		<u>Where the works, goods or services to be provided under a contract are required to commence prior to the issuance and execution of a formal contract, a Director, if satisfied that it is in the Council's best interest in the particular circumstances, may approve issuance of a Letter of Intent pending the issuance and execution of a formal contract. However, the maximum cover</u>

		<u>afforded by any Letter of Intent shall not exceed 10% of the contract price in respect of works or services contracts, or £50,000 in respect of supplies contracts.</u>
12.03	<i>A contract made in extreme urgency need not be in writing so long as it is confirmed in writing within 2 weeks.</i>	<i>A contract made in extreme urgency need not be in writing so long as it is confirmed in writing within 2 weeks.</i>
12.04d)		<u>compliance with the Council's insurance requirements. The requirement to comply with the Council's standard insurance requirements may only be waived with the Director of Corporate Resource's approval.</u>
12.04e)		<u>compliance with the Council's equality policy.</u>
12.05	A contract up to and including £150,000 (one hundred and fifty thousand) in value does not require sealing. If signed on behalf of the Council, such a contract must be signed by both the relevant Director and the Head of the relevant business unit.	A contract up to and including £250,000 (two hundred and fifty thousand) in value does not require sealing <u>and should be signed on behalf of the Council, by both the relevant Director and the Head of the relevant business unit.</u>
12.06	A contract over £150,000 (one hundred and fifty thousand) in value must be executed on behalf of the Council under seal as a deed.	A contract over £250,000 (two hundred and fifty thousand) in value must be executed on behalf of the Council under seal as a deed.
12.07a)	compliance with all legislation;	compliance with all <u>applicable</u> legislation;
12.07b)	compliance with the Council's insurance requirements;	compliance with the Council's insurance requirements;
12.08	<i>Conditions applying to all contracts over £150,000 (one hundred and fifty thousand)</i>	<i>Conditions applying to all contracts over £250,000 (two hundred and fifty thousand)</i>
12.09		<u>The decision as to whether or not a bond or parent company guarantee will be required in respect of a contract will ultimately be made by the Director of Corporate Resources, or an officer acting under his delegated authority.</u>
12.11		<u>Conditions applying specifically to contracts involving Children and Vulnerable Adults</u>
12.11		<u>All contracts for the provision of</u>

		<p><u>services which may potentially involve either direct contact with children and vulnerable adults or access to their personal records shall contain a provision requiring the service provider (including agents and assigns) to undertake a Criminal Records Bureau check on relevant employees prior to provision of the services under the contract and at appropriate intervals thereafter.</u></p>
13.01	<p><i>Subject to any statutory restrictions and compliance with Financial Regulations a Director may authorise the following extensions and variations to an existing contract:</i></p>	<p><i>Subject to <u>the provisions of CSO 5</u>, any statutory restrictions and compliance with Financial Regulations a Director may authorise the following extensions and variations to an existing contract:</i></p>
14.01	<p>In appropriate circumstances the Council may agree to novate (transfer) a contract. This decision must be taken by the Executive for contracts of a value in excess of £250,000 (two hundred and fifty thousand), and by the Director for contracts of a value up to £250,000 (two hundred and fifty thousand).</p>	<p>In appropriate circumstances the Council may agree to <u>the novation or assignment of a contract</u>. This decision must be taken <u>based on the value of the contract at the date of award and subject to CSO 11.02 – 11.04.</u></p>
15		<p>DISPOSAL OF ASSETS</p>
15.01		<p><u>Where Council assets (other than land) are to be disposed of because they are surplus to requirements, damaged or obsolete, reasonable endeavours must be undertaken to realise the residual value of the assets.</u></p>
15.02		<p><u>Assets having little or no realisable value may be disposed of as waste with the approval of the relevant Head of Business Unit, provided the disposal shall be in favour of recycling wherever possible.</u></p>
15.03		<p><u>In respect of assets to be disposed of having an estimated value of less than £5,000 (five thousand), the Director concerned should act in the manner most expedient to the efficient</u></p>

		management of the service, having kept a record for so doing.
15.04		Assets recommended for disposal with an estimated value of more than £5,000 (five thousand), shall be disposed of in such a manner as to secure best value.
15.05		Disposal of assets valued at more than £250,000 (two hundred and fifty thousand) must be approved by the Executive.
15.06		Under no circumstances shall disposal of Council assets be made to employees of the Council without the prior approval of the Director
16.		URGENT DECISIONS
16.01		These provisions apply where action needs to be taken urgently on any matter between meetings of the Executive and that action would be outside the powers given to a Director or an individual Executive Member. They may only be used in cases of genuine urgency and not to avoid proper forward planning.
16.02		All urgent decisions, including waivers and awards of contract, that are not "key decisions", may be taken by the Chair of the Procurement Committee or in his/her absence by the Leader of the Council.
16.03		All urgent decisions, including waivers and awards of contract, that are "key decisions", may be taken by the Leader of the Council in accordance with his/her powers elsewhere in this Constitution and subject to the statutory "Special Urgency" rules when these apply. In the absence of the Leader, the decision may be taken by the Chair of the Procurement Committee subject to the same procedures being followed.