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**Liverpool Streetscene Services
Limited
Contract Standing Orders
2016/17**



Contract Standing Orders

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AN INTRODUCTION TO CONTRACT STANDING ORDERS

These Contract Standing Orders (CSOs) (are intended to promote good purchasing practice, transparency, accountability and deter corruption within the Company LSSL.

All officers and employees of the Company involved in purchasing and in the disposal of Company, assets must comply with these CSOs; failure to do so is a disciplinary offence. They lay down minimum requirements and a more thorough procedure may be appropriate for a particular contract. All officers and employees of the Company have a duty to report breaches of CSOs their manager, or the Chief Operating Officer or any Director of the Company.

Key considerations for all officers engaged in purchasing works, goods, services and property transactions include:

- Checking whether there is an existing corporate or Liverpool City Council contract or other joint purchasing arrangement or framework agreement that can be used before undergoing a competitive process.
- Taking all necessary legal, financial and professional advice.
- Declaring any pecuniary or other prejudicial interest in a contract or procurement exercise. Corruption is a criminal offence.
- Conducting any Value for Money review and appraise the purchasing need.
- Taking into account the Company's commitment to adopt and follow the Council's commitment to its Jobs and Skills policy and the Public Services (Social Value) Act 2012.
- Ensuring that your financial strategy requirements are reasonable and proportionate and that your pre-qualification assessment is risk-based so as not to unfairly exclude SMEs / VCS / new businesses.
- Keeping bids confidential.
- Complete a written contract or purchase order before supply or works begin.
- Identifying a Named Contract Manager with responsibility for ensuring the contract delivers as intended.
- Ensuring that all contracts over £5,000 are entered onto the the Company's Central Contracts Register and kept up to date with any changes over the life of the contract.
- Keeping records of dealings with suppliers. Where there is a requirement for communication to be in writing, this shall be deemed to include email and fax transmissions as well as hard copy.

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- Evaluating the performance of each contract to see how well it has met the purchasing need and Value for Money requirements.
- Sharing with all bidders any questions or clarifications sought by a supplier and the responses or further information provided unless the answer is supplier specific (i.e. confidential to that supplier).
- Where identified appropriate use the Council's Commercial Procurement Unit to undertake major procurement on behalf of the Company, to ensure recording centrally of all quotes, bids, queries and any supplementary information provided by the supplier on the eProcurement system or a network drive as agreed by the Chief Operating Officer or their designate.

SCOPE OF CONTRACT STANDING ORDERS

1. RULE 1: BASIC PRINCIPLES

1.1 All purchasing and disposal procedures must:

- Achieve Value for Money for public money spent.
- Be consistent with the highest standards of integrity.
- Ensure fairness in allocating contracts.
- Comply with all legal requirements.
- Ensure that any irrelevant considerations do not influence any contracting decision.
- Support the Company's strategic and departmental aims and policies.
- Comply with the Company's Procurement Strategy, and other relevant policies.
- Be subject to the category management methodology.
- Ensure that no commercial agreement with a supplier, contractor or provider over £100,000 is entered into without sign-off from the Chief Operating Officer or their designate.
- Obtain the relevant financial, legal and in some instances technical approval before entering into a contractual commitment with a supplier, contractor or provider.
- Ensure procurement activity is conducted via an approved source to pay process utilising a source to pay system approved by the Chief Operating Officer or their designate.
- Ensure financial approval, separation of duties, standing orders and Financial Regulations are applied to all procurement activity.
- Ensure assurances are sought that potential suppliers do not engage in union blacklisting and provision is made to terminate a contract where such activity is identified.

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2. RULE 2: ROLES AND RESPONSIBILITIES

2.1 Officers

2.1.1 All officers and employees must comply with these CSOs and the Company's Financial Regulations and with all UK and European Union legal requirements. Officers must ensure that any agents, consultants and contractual partners acting on the Company's behalf also comply.

2.1.2 Officers and employees must:

- Seek the appropriate permission from the Companies senior leadership team for all purchasing requirements over £5,000.
- Check whether a suitable corporate or Council contract or framework agreement exists before seeking to let another contract. Where a suitable corporate contract or framework agreement exists, this should be used unless it does not offer value for money.
- Keep all the records required by Rule 9.
- Take all necessary legal, financial and professional advice.
- Adhere to professional codes of ethics, e.g. the Chartered Institute of Purchasing and Supply Code of Conduct.

Officers and employees must not invite or accept any gift or reward in respect of the award or performance of any contract. It will be for the Officer to prove that anything received, was not received corruptly. High standards of conduct are obligatory. Corrupt behaviour will lead to dismissal and is a crime under the Bribery Act 2010.

2.2 Senior Responsible Officer

2.2.1 This is the Chief Operating Officer and any authorised delegates or authorised representative(s) of that officer.

2.2.2 Senior Responsible Officers must:

- Ensure all staff comply with these Contract Standing Orders.
- Assign a Named Contract Manager for each contract
- Ensure that information on which procurement and contract decisions are made is complete and accurate.
- Ensure all staff dealing with procurement in their area are fully aware of these CSOs.
- Keep a central register of all contracts entered into and all exemptions recorded under Rule 4.
- Sign or where necessary secure the sealing and completion of the contract(s) for which they are responsible
- Hold electronic version controlled copies of all contracts for which they are responsible

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2.3 Named Contract Manager

2.3.1 The Named Contract Manager has operational responsibility for the delivery of contractual outcomes through embedding effective commercial contract management arrangements. For each of the contracts under their responsibility the Named Contract Manager must:

- Ensure that there are adequate commercial contract management arrangements in place. Provide performance reports to senior officers as required.
- Address any issues on the contract and escalate these where necessary.
- Ensure that the Contracts Register holds up to date information on contracts under their responsibility. **Be aware of contract expiry dates and the requirements and dates of any extension and ensure that contract reviews are undertaken prior to the expiry or extension date to avoid unnecessary contract extensions.**

4. RULE 4: EXEMPTIONS

4.1 In exceptional circumstances, a waiver of certain CSOs may be required in order to properly achieve the Company's aims. All applications for waivers must be fully justified. Exemptions cannot be sought or granted retrospectively. All applications for waiver must be made to the Chief Operating Officer and recorded in the contracts register.

4.2 An exemption may only be sought in the following circumstances:

- Where the goods, works or services are **required urgently**, where this urgency has been brought about by events that were unforeseeable by and not attributable to the Company;
- Where the goods, works or services are of a **specialist nature** such that competitive prices cannot be obtained;
- To develop a **pilot service**, where it can be demonstrated that there is no market, or where the market is not sufficiently developed;
- To engage an **artistic performer**, to appear at an event or function of a sporting, cultural, civic or business nature of which the Council is the owner; and
- Arrangements involving **sponsorship**.

4.3 The justification for the requirement to waive CSOs should be fully documented and should detail which of the CSOs are to be waived. All supporting documentation should be retained and made available any

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Directors of the Company upon request. Details of all waivers granted should be recorded on a central register.

- 4.5 CSOs do not apply in an emergency situation where the Company needs to obtain goods or supplies or materials and/or carry out works to preserve life or property or prevent serious disruption to Company services and operations. In such circumstances the Senior Responsible Officer may place an order for the goods, services or works required. Following this a report must be made detailing the action taken and expenditure incurred. This should be made to the next meeting of the Company's Board of Directors.
- 4.6 EU legislation must be followed and no exemptions can be used if to do so would breach the EU Procurement rules applicable to the procurement activity.

5. RULE 5: COLLABORATIVE PROCUREMENT ARRANGEMENTS

- 5.1 In order to secure Value for Money, the Company may enter into collaborative procurement arrangements. The Chief Operating Officer or their designate, must inform the Company's Board of Directors of the proposal to enter into a collaborative procurement arrangement.
- 5.2 Any contracts entered into through collaboration, where a competitive process has been followed that complies with the CSOs of the leading organisation and with European and UK procurement legislation, will be deemed to comply with these CSOs and no exemption is required.
- 5.3 All purchases made via a Central Purchasing Body (as defined in PCR) are deemed to comply with these CSOs and no exemption is required.

6. RULE 6: CONTRACT EXTENSIONS

- 6.1 A contract can be extended before the expiry date where it is in accordance with its terms and has been subject to robust commercial challenge to demonstrate it offers the best value for money option.
- 6.2 Where a contract to be awarded under the EU Procedure is to include a provision for extension this must be stated at the outset in the OJEU procurement advertisement and in the contract award notice.
- 6.3 All proposals for contract extensions must go through a check and challenge process with the Chief Operating Officer and Company Financial Accountant. The extension must be detailed in writing and subject to approval as detailed below:

| Total Value of Contract | Approval Required |
|--------------------------------|--------------------------|
| Up to £50,000 | Chief Operating Officer, |

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| | |
|--------------|------------------------------|
| | |
| Over £50,000 | Company's Board of Directors |

6.4 Extensions of contracts must not be for more than the extension period stated in the original contract. Once a contract has expired it cannot then be extended. Suppliers must be notified of the decision to extend in advance of activating the extension in accordance with the terms of the contract.

6.5 Once a contract has been extended the Named Contract Manager shall notify the Senior Responsible Officer and Contracts Register should be updated accordingly.

7. **RULE 7: CONTRACT VARIATIONS**

7.1 All contract variations must be within the scope of the original procurement exercise. Contract variations that materially affect or change the scope of the original contract are not allowed.

7.2 All contract variations costing over £2,000 must go through a check and challenge process with a Senior Responsible Officer. The proposed variation must be detailed in writing and subject to approval as detailed below:

| Total Value of Contract | Approval Required |
|-------------------------|------------------------------|
| Up to £50,000 | Chief Operating Officer, |
| | |
| Over £50,000 | Company's Board of Directors |

7.3 All contract variations must be in writing with sufficient detail to avoid ambiguity and signed by both the Company and the Contractor. The Named Contract Manager shall notify the Company Accountant and update the Contracts Register.

7.4 Contracts subject to the PCR can only be varied in accordance with the provisions set out in the PCR (regulation 72).

COMMON REQUIREMENTS

8. RULE 8: STEPS PRIOR TO PURCHASE

8.1 Demand Management

8.1.1 The proposed purchase should be considered from a demand management perspective by appraising the need and priority of the expenditure and any available alternatives. There must be adequate budget provision available for all contracts entered into.

8.2 Commissioning

8.2.1 For contracts above EU thresholds under the PCR consideration is to be given to dividing contracts into lots to encourage SME participation, Where lots are not used reasons are to be set out in the procurement documents or in the individual report on the contract by the Senior Responsible Officer as required under PCR Regulation 84.

8.2.2 For contracts subject to procurement under the PCR all procurement documents, which includes the technical specifications and conditions of contract, shall be available electronically free of charge from the date of publication of a notice in OJEU or the date on which an invitation to confirm interest is sent when a prior information notice is used as set out in the PCR.

8.2.3

8.4 Corporate Contracts

8.4.1 Where there is a corporate contract already in place this should be utilised unless there are clear reasons not to do so and an exemption is obtained via the Board of Directors

8.5 Framework Agreements

8.5.1 Where the requirement is covered by a national, regional, sub-regional or local framework this should be utilised unless it can be demonstrated to the Chief Operating Officer/ Company Accountant not to offer value for money.

8.6 Circumstances where more than one existing arrangement applies

8.6.1 Where more than one of the arrangements outlined at, 8.4 and 8.5 exists to meet the purchasing requirement an assessment should be undertaken and documented to determine which option offers the best

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value for money. The selected option should be approved by a Company Accountant. Where the estimated value is over £50,000, approval should also be sought from the Company's Board of Directors.

8.7 Estimating the Contract Value

8.7.1 Contract values should be calculated by working out the annual price and multiplying it by the contract length (including any possible periods of contract extension). Estimates should be prepared in advance of inviting tenders or quotations and should be detailed in a Procurement Business Case.

8.7.2 Contract values must not be artificially split to avoid the application of these CSOs, relevant EU or other

8.8 Pre-Procurement Business Case

8.8.1 It is best practice to complete a Procurement Business Case for all procurement exercises, and a mandatory requirement for all procurements over £50,000. The Companies business case template should be used and Social Value Act requirements should be considered.

9. RULE 9: RECORDS

9.1 All prices and services quoted should be submitted, confirmed and recorded in writing.

9.2 Where the Total Value is less than £2,000, the following records must be kept:

- A unique reference number for the contract and the title of the contract, or the purchase order details.
- Any invitations to quote/tender and quotations/tender received.
- Any exemptions and the reasons for them.
- Any contracting decision and the reasons for it including the evaluation of the quotation/tender.
- Written records of communications with the successful contractor.

9.3 Where the Total Value exceeds £2,000 the following records must be kept:

- A unique reference number for the contract and the title of the contract recorded on the Company's Contracts Register.
- The method for obtaining bids.
- Any contracting decision and the reasons for it.
- Any exemptions and the reasons for them.

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- The award criteria in descending order of importance.
 - Tender documents sent to and received from bidders.
 - Scoring and evaluation documentation.
 - Pre-tender market research.
 - Clarification and post-tender negotiation.
 - The contract documents.
 - Post-contract evaluation and monitoring.
 - Communications with bidders and with the successful contractor throughout the period of the procurement.
- 9.4 Electronic, version-controlled copies of all contracts will be held by the Named Contract Manager and the Company in a central file.
- 9.5 Records required by this rule must be stored securely and retained for 6 years for contracts under hand and 12 years for contracts under seal from the date of completion of the works, services or delivery of goods or materials the subject of the contract.

10. RULE 10: ADVERTISING FOR POTENTIAL CONTRACTORS/SUPPLIERS

10.1 Prior Information Notices (PIN)

For contracts subject to the PCR the Company may make known its intentions of planned procurements up to 12 months ahead through the publication of a Prior Information Notice. A PIN must be sent for publication to OJEU and published. Legal regulations impose certain requirements on the content and the publication of PIN's. Advice from the Council's Commercial Procurement Unit should be obtained, where needed, before a PIN is published. A PIN may also reduce the minimum notice periods in the EU Procurement process in some circumstances (see Appendix C). The Company can also use a PIN as a "call to competition" (i.e. starting the procurement process) in certain defined circumstances for a restricted or competitive dialogue with negotiation procedure.

10.2 Identifying and Assessing Potential Contractors/Suppliers

10.2.1 Where a contract has an estimated value below £5,000, the Senior Responsible Officer is responsible for ensuring that the selection of organisations from whom quotations are sought is fair and open.

10.2.2 Where a contract has an estimated value exceeding £5,000 and up to £24,999 the quotation/tender must be advertised to ensure sufficient competition.

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10.2.3 Where a contract has an estimated value of £25,000 or more it must be advertised on the Contracts Finder or other like system for the purposes of Part 4 of the PCR.

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10.2.4. For above EU threshold contracts for goods, works or services the requirement is to advertise on OJEU and on Contracts Finder or other like system.

10.2.5 For above EU threshold PCR Schedule 3 Social and Other Specific Services which are under the "light touch" regime the requirement is to advertise on OJEU and Contracts Finder or other like system.

10.2.6 Bids should be encouraged from a wide range of providers. Proper account should be taken at all times of the legislation relating to social value including the Public Services (Social Value) Act 2012 where applicable.

10.3 Pre-Qualification of Contractors/Suppliers

10.3.1 Pre-qualification stage is not permitted for low value contracts below EU threshold for goods and services. Officers should seek advice where needed in respect of the procurement process and use of suitability assessment questions where relevant and proportionate having regard to any guidance issued by the Cabinet Office.

10.3.2 Where the contract value is above the relevant EU threshold officers shall have regard to any guidance issued by the Cabinet Office on qualitative selection of economic operators.

10.3.3 For over EU threshold for goods and services, financial vetting is to be undertaken on a risk basis based on the nature and value of the goods, works or services to be provided. The minimum yearly turnover that economic operators are required to have shall not exceed twice the estimated contract value except in in duly justified cases such as by reference to special risks attached to the particular procurement and only then with the approval of the Chief Operating Officer.

10.3.4 For all contracts over £250,000, consideration should be given to the requirement for a bond/parent guarantee. If this is to be used it should be outlined in the Procurement Business Case.

10.3.5 Such bonds/guarantees shall only be released upon satisfactory completion of the contract or upon the expiry of the contractual defects liability period providing there are no outstanding claims against the contractor.

10.3.6 Pre-qualification can only be used to assess the ability of the bidder to perform the contract in question (selection criteria) and must not be used to assess how a contractor will perform the contract (award criteria, see Rule 15).

11. RULE 11: FRAMEWORK AGREEMENTS

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11.1 Contracts based on framework agreements may be awarded by either:

- Applying the terms laid down in the framework agreement (where such terms are sufficiently precise to cover the particular call-off) without reopening competition; or
- Holding a mini competition in accordance with the terms and conditions of the framework agreement.

11.2 The Chief Operating Officer and the Named Contract Manager should make reasonable checks to satisfy themselves that use of an existing framework will deliver value for money for their requirements.

CONDUCTING PURCHASE AND DISPOSAL

12 RULE 12: COMPETITION REQUIREMENTS FOR PURCHASING

12.1 Introduction

12.1.1

An Officer must not enter into separate contracts nor select a method of calculating the Total Value in order to minimise the application of these CSOs.

12.2 Purchasing – Competition Requirements

12.2.1 Where the Total Value for a purchase is within the values in the first column below, the requirements of the second and third columns apply as a minimum:

| Total Value | Procurement Method | Competition Requirements |
|---|--|--|
| Up to £5,000 | At least two written quotations are to be sought and a record kept to justify why this option has been chosen (e.g. lowest cost, best value for money). | At least two written quotations |
| £5,000 - £24,999 | At least three written quotations are to be sought and a record kept to justify why this option has been chosen (e.g. lowest cost, best value for money). Where identified and agreed, the Council's Commercial Procurement Unit's Spot Buying Team can undertake this exercise. | At least three written quotations |
| Between £25,000 and EU thresholds | Where agreed service or item to be procured through the Council's Commercial Procurement Unit Category Manager or other provider. | Tenders to be sought through the Council's eProcurement System / Contracts Finder or other provider. |

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| | | |
|--|--|---|
| | | With a minimum return of 2 tenders (subject to Rules 12.2.4 and 17.5) |
| Above EU threshold for Goods, Services and Works | To be procured through the Council's Commercial Procurement Unit Category Manager or other suitable provider, following EU compliant procedures. | OJEU and Contracts Finder |
| Above threshold PCR Schedule 3 Services – Social and Other Specific Services (“light touch regime”) (Please refer to Schedule 3 of the PCR for list of light touch regime services) | To be procured through the Council's Commercial Procurement Unit Category Manager or other suitable provider, following EU compliant procedures. | OJEU and Contracts Finder |

12.2.2 If it intended to use the restricted procedure, competitive dialogue procedure or the competitive procedure with negotiation the number of suppliers selected must be sufficient to ensure a genuine competition. There needs to be a minimum of five for the restricted procedure, and three for the competitive dialogue and competitive procedure with negotiation (unless the Chief Operating Officer and Company Accountant is satisfied that there are insufficient suitable suppliers).

12.2.3 Where it can be demonstrated that there are insufficient suitably qualified bidders to meet the competition requirements, all generally qualified bidders must be invited. In all cases, full documentation must be kept recording the reasons why fewer than the required numbers were obtainable or received.

12.2.4 Where only one tender is received, additional approvals are required (see 17.5).

12.3 The Appointment of Consultants to Provide Services

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12.3.1 Consultant architects, engineers, surveyors and other professional consultants shall be selected and commissions awarded in accordance with the procedures detailed within these CSOs.

13 RULE 13: SALE or DISPOSAL of ASSETS

13.1 In disposing of Company assets, excluding land and any interest in property, officers and employees must seek to obtain the best consideration for the Company

13.2 The disposal of Company assets of a value in excess of £100 requires the authority of a Named Contract Manager. The disposal of Company assets of a value in excess of £1000 requires the authority of the Company Accountant. The disposal of Company assets of a value in excess of £5000 requires the authority of the Chief Operating Officer and Company Accountant.

13.6 The disposal of assets, shall be carried out in accordance with the Company's Financial Regulations.

14. RULE 14: PRE-TENDER MARKET RESEARCH AND CONSULTATION

14.1 Subject to Rule 14.2 below, the Senior Responsible Officer for the purchase of goods, works or services may consult potential suppliers prior to the issue of the invitation to tender in general terms about the nature, level and standard of the supply, contract packaging and other relevant matters provided this is not anti-competitive or a breach of transparency and non-discrimination principles.

14.2 The S.R. Officer responsible for the purchase where a supplier has had prior involvement in preparation of the procurement must ensure that the relevant information is disseminated amongst all bidders to ensure a level playing field and that bid deadlines are set. There is a presumption that a bidder with prior involvement will only be excluded if there is no other way to ensure equality of treatment amongst bidders.

15. RULE 15: STANDARDS AND AWARD CRITERIA

15.1 The S.R. Officer together with the CPU must ascertain the standards necessary to properly describe the subject matter of the contract having regard to any relevant British, European or international standards. 15.2 The S.R. Officer must define the Award Criteria that are appropriate to the purchase and designed to secure an outcome giving Value for Money for the Council. The Award Criteria should be determined in advance and approved by the Senior Responsible Officer. The basic criteria shall be one of the following:

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- 'Lowest price' where payment is to be made by the Company; or
- 'Highest price' where payment is to be received; or
- 'Most economically advantageous tender' ('MEAT') which may be established on the basis of price (which corresponds with lowest price) or cost which may take into account a cost effectiveness approach such as life-cycle costing and may include best 'price-quality ratio' as assessed on basis of criteria such as qualitative, environmental and/or social aspects linked to the subject-matter of the contract in question.

The award criteria for contracts subject to procurement under the PCR shall be on the basis of MEAT.

15.4 Award Criteria must not:

- Include non-commercial considerations other than those permitted by legislation including the Public Services (Social Value) Act 2012.
- Include matters which discriminate against suppliers from the European Economic Area or signatories to the Government Procurement Agreement.
- Be amended once they have been published to potential bidders.

16. RULE 16: INVITATIONS TO TENDER / QUOTATIONS

16.1 The invitation to tender shall state that the Company reserves the right to reject a tender that is not received by the date and time stipulated in the invitation to tender. No tender delivered in contravention of this requirement, shall be considered without the Chief Operating Officers prior approval and shall not be considered under any circumstances when it is received after the other tenders have been opened.

16.2 All invitations to tender shall include the following:

- A specification that describes the Company's requirements in sufficient detail to enable the submission of competitive offers.
- A requirement for bidders to declare that the tender content, price or any other figure or particulars concerning the tender have not been disclosed by the bidder to any other party (except where such a disclosure is made in confidence for a necessary purpose).
- A requirement for bidders to fully complete fully all tender documents including a form of tender and certificates relating to canvassing and non-collusion.
- Notification that tenders are submitted to the Company on the basis that they are compiled at the bidder's expense.
- A description of the Award Procedure and, unless defined in a prior advertisement, a definition of the Award Criteria in objective terms and if possible in descending order of importance.
- That the Company where identified will use an eProcurement system for undertaking tendering exercises and only submissions

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received through an eProcurement system where used will be considered and evaluated. Paper copies, CDs and other electronic formats will not be accepted.

- 16.3 All invitations to tender/quotation must specify the goods, services or works that are required, together with the terms and conditions of contract that will apply.
- 16.4 The invitation to tender/quotation must state that the Company is not bound to accept any tender or quotation and may cancel any procurement exercise at any time at its sole discretion.
- 16.5 Tenders must be obtained by one of the following methods:
- Open Procedure
 - Restricted Procedure
 - Competitive Procedure with Negotiation
 - Competitive Dialogue Procedure
 - Innovation Partnerships Procedure

See Appendix B for definitions of the above procurement methods.

- Negotiated Procedure without prior publication can only be used in exceptional circumstances as set out in the PCR which include where, for technical or artistic reasons or because of the protection of exclusive rights, the contract can only be carried out by a particular supplier. The prior approval of the Chief Operating Officer and/or the Board of Directors the Company is required to use this procedure.

17. RULE 17: SUBMISSION, RECEIPT AND OPENING OF TENDERS / QUOTATIONS

- 17.1 Every pre-qualification questionnaire and invitation to tender / request for quotation shall bear the title of the contract and the date and time for opening. Bidders must be given an adequate period in which to prepare and submit a proper quotation or tender consistent with the complexity of the contract requirement. Timescales for EU procurements are included in Appendix C.
- 17.2 All tenders must be returned in accordance with the invitation to tender.
- 17.3 The Officer must not disclose the names of potential bidders to any staff involved in the receipt, custody or opening of tenders.
- 17.4
- 17.5 Where only one tender is received, the Chief Operating Officer will make the decision as to whether the contract should be awarded or re-tendered. For contracts over £100,000, the Chief Operating Officer shall also consult with the Board of Directors of the Company.

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18. RULE 18: CLARIFICATION PROCEDURES

- 18.1 Providing clarification of an invitation to tender to potential or actual bidders or seeking clarification of a tender whether in writing or by way of a meeting is permitted. This includes issues of genuine ambiguity, liaison arrangements and arrangements for interview or site visits.
- 18.2 Any communication with tenderers should be documented on the tender file. Where tenders are submitted that have errors that are a result of the tender forms themselves being incorrect then all bidders must be advised of the mistakes and corrections and be given equal opportunity to make appropriate adjustments to their tender submissions.
- 18.3 In certain restricted circumstances it may be acceptable to clarify amendments to tender prices. This must be done in a manner that does not disadvantage other tenderers and must be fully documented. Officers should take advice before carrying out post-tender clarifications especially where the contract is subject to the EU rules. No negotiations of tender prices or terms shall be allowed.

19. RULE 19: EVALUATION

- 19.1 Contracts must be evaluated by suitably experienced officers/employees and awarded in accordance with the pre-determined criteria. During this process, Officers/employees shall ensure that submitted tender prices are compared with any pre-tender estimates and that any discrepancies are examined and resolved satisfactorily. All notes evidencing the evaluation and scoring of tenders must be retained.

20. RULE 20: POST TENDER DISCUSSION AND NEGOTIATION

- 20.1 Post-tender negotiations under the EU Procedure can only be undertaken on the grounds allowed for such specified in the EU Procedure.
- 20.2 Where EU Procedure does not apply, post-tender discussions may be used where the estimate for the contract is exceeded by the tenders most likely to succeed, or where the Senior Responsible Officer or the lead Procurement Officer has knowledge of the market at the time and believes that such discussions could offer better value for money. The procedure for this is as follows:
- (i) Where consideration is being given to changes prior approval to proceed must be obtained in advance from the Chief Operating Officer No post-tender discussions shall be conducted by a single officer and all discussions must include at least two officers.

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(ii) All bidders must be invited to amend their tender in those areas where the Company is seeking movement. These invitations must be in writing.

20.3 Officers appointed to carry out post-tender negotiations should ensure that there are recorded minutes of all discussion and negotiation meetings and that both parties agree actions in writing.

20.4 Where post-tender negotiation would result in a fundamental change to a relevant contract or framework agreement (such as to the specification or price) which would be likely to distort competition, the contract or agreement must not be awarded but retendered.

21. RULE 21: AWARD OF CONTRACTS AND FRAMEWORK AGREEMENTS AND DEBRIEFING BIDDERS

21.1 Senior Responsible Officers may accept tenders and quotations received in respect of proposed contracts and framework agreements, provided they have been sought and evaluated fully in accordance with these CSOs.

21.2 All contract and framework agreement awards must be signed off by a Senior Responsible Officer

21.3 In addition, for all contracts in excess of £50,000 the following approvals must also be sought to award the contract:

| Total Value | Approval Required |
|----------------------|---|
| £100,000 to £500,000 | Chief Operating Officer and the Board of Directors of the Company |
| | |
| Above £500,000 | The Board of Directors of the Company |

21.4 Where a successful quotation / tender exceeds the estimated contract value by more than 10% this must be reported to the officer taking the decision to award the contract and should be clearly outlined in the report to award the contract.

21.5 For contracts and framework agreements subject to the EU Procedure, bidders must be notified simultaneously and as soon as possible of the intention to award the contract or framework agreement to the successful bidder and provide information required by the EU

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Procedure specifying the name(s) of the successful bidder(s) and the characteristics and relative advantages of the successful tender.

- 21.6 Contracts Awards for tendered contracts must also be published in a suitable journal or approved system.

CONTRACT AND OTHER FORMALITIES

22. RULE 22: CONTRACT DOCUMENTS

22.1 Relevant Contracts

22.1.1 All relevant contracts shall be in writing.

22.1.2 All relevant contracts, shall clearly specify:

- What is to be supplied (i.e. the works, materials, services, matters or things to be furnished, had or done).
- The provisions for payment (i.e. the price to be paid including any discounts and that undisputed invoices are to be paid within 30 days by the Company, and ensure that similar provisions on payment are contained in any subcontract awarded by its contractor and their subcontractor),
- The time, or times, within which the contract is to be performed; and , where appropriate:-
- The provisions for the Company to terminate the contract including provisions for termination in case of any contracts subject to the PCR where:
 - (a) the contract has been subject to substantial variations which would have required a new procurement procedure in breach of regulation 72 PCR ;
 - (b) the contractor should have been excluded from bidding for the contract under regulation 57 PCR; or
 - (c) the contract should not have been awarded due to a specified breach of community law.

22.1.3 The Companies standard terms and conditions or standard contract forms issued by a relevant professional body must be used wherever possible.

22.1.4 In addition, every contract where relevant should include as a minimum:

- A transparency clause in order to meet Government publication requirements.
- Any British, European or International standards that apply to the supply of goods, works and services.
- Relevant clauses in respect of Social Value and environmental and sustainability issues.
- That the contractor may not assign without prior written consent.
- Define the arrangements for subcontracting.
- Any insurance requirements.
- Health and safety requirements.

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- Data protection requirements, if relevant.
- Equality Act.
- Freedom of Information Act requirements.
- A right of access to relevant documentation and records of the contractor for monitoring and audit purposes if relevant.
- A named Supervising or Nominated Officer
- A provision within the contract whereby the Company is able to terminate a contract where a company or organisation is engaging in “blacklisting”.
- And any major contract will define the arrangements in respect of any change in ownership of the contracting organisation.

22.1.5 The formal advice of the Company’s legal representative must be sought for the following contracts:

- Where the total value exceeds £50,000.
- Those involving leasing agreements of goods, plant or machinery.
- Where it is proposed to use a service supplier’s own terms and conditions and the total value exceeds £10,000.
- The novation of a contract.

22.2 Contract Formalities

22.2.1 Agreements shall be completed as follows:

| Total Value / Nature | Method of Completion | By |
|---------------------------------------|----------------------|---|
| Works Contract above £50,000 | sealing | The Company. |
| Goods/Services Contract above £25,000 | Signature or sealing | In consultation with Chief Operating Officer and Company Accountant |
| | | |

22.2.2 All contracts must be concluded formally in writing before the supply, service or construction work begins, except in exceptional circumstances, and then only with the written consent of the Chief Operating Officer.

22.3 Novation

22.3.1 Any decision to novate a contract must be documented and fully justified. This should demonstrate that novation of the contract has been subject to robust commercial challenge and offers the best value

Contract Standing Orders

for money option. Contracts can be novated to another provider in the following circumstances:

- Where provision to novate has been made within the contract terms and conditions; or
- In the event of succession into position of the initial provider following corporate restructuring including takeover, merger acquisition or insolvency provided that the new provider fulfils the criteria for qualitative selection initially established and that there are no other substantial modifications to the contract and the novation is not aimed at circumventing the application of the PCR.

22.3.2 Where a contract is to be novated in circumstances other than those listed above, in the absence of statutory requirements setting out different procedures, a tender exercise should be carried out in accordance with the relevant tendering procedure.

CONTRACT MANAGEMENT

23. RULE 23: MANAGING CONTRACTS

23.1 Senior Responsible Officers are to name Contract Managers for all new contracts. All contracts must have a Named Contract Manager for the entirety of the contract.

23.2

24. RULE 24: RISK ASSESSMENT AND CONTINGENCY PLANNING

24.1

24.2 A risk assessment for all works and services contracts must be made and for contracts over £50,000 the Named Contract Manager must maintain a risk register for the duration of the contract.

25. RULE 25: CONTRACT MONITORING, EVALUATION AND REVIEW

25.1 All contracts over £50,000, and those deemed high risk as determined by the Senior Responsible Officer or named Contract Manager, shall be subject to monthly formal review with the contractor.

25.2 During the life of the contract, the Named Contract Manager must monitor the contract specifically in respect of monitoring:

- Contractual performance
- Financial performance
- Compliance with specification and contract conditions
- User satisfaction and risk management
- Any Value for Money requirements
- Social Value requirements where relevant

25.3 In addition, the Named Contract Manager must provide a report to the Chief Operating Officer on a six monthly basis regarding the contractual and financial performance for all contracts over £50,000.

25.4 Where the contractor's performance fails to meet the standards and/or targets as specified in the contract, the Named Contract Manager and Senior Responsible Officer must take timely and appropriate action to redress any non-compliance.

25.5 Where the timely and appropriate actions required by CSO 25.4 above in respect of any contract with a total value over £50,000 have either not been taken or have not redressed the non-compliance a report shall be made to the Board of Directors of the Company for due consideration to be given to terminating the contract and the remedial action(s) if any needed to be taken to replace the contractor.

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- 25.6 If any contract is to be terminated early, then the Company's legal representative must be consulted at the earliest opportunity to advise of the implications and actions required. In respect of any contract with a total value of less than £50,000 a report must be made to the Board of Directors of the Company, within two months of the date of termination, of the circumstances relating to the termination and the remedial action(s), if any, taken to replace the contractor.
- 25.7 The Senior Responsible Officer must ensure that appropriate training and development measures are in place for all officers and employees involved in contract management.

Contract Standing Orders



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| Authorised Signatory | An officer authorised by the Company in accordance with the Companies constitution to sign a contract seal. |
| Award Criteria | Criteria used to evaluate an organisation's bid for a particular contract. This will assess how well the bid performs against the pre-determined criteria and will be used to select which organisation to award the contract to. |
| Best Value / Value for Money | <p>The duty, which in Part I of the Local Government Act 1999 places on local authorities, to secure continuous improvement in the way in which functions are exercised, having regard to a combination of economy, efficiency, effectiveness as implemented by the Company.</p> <p>Value for money is not the lowest possible price; it is the most economically advantageous proposal that combines goods or services that fully meet your needs, with the level of quality required, delivery at the time that you need it, and at an appropriate price.</p> |
| Bidder | Any organisation who has, or is in the process of, submitting a bid for a contract and any person who asks, or is invited, to submit a Quotation or Tender. |
| Bond | An insurance policy: if the contractor does not do what it has promised under a contract with the Company, the Company can claim from the Insurer the sum of money specified in the bond (often 10% of the contract value). A bond is intended to protect the company against a level of cost arising from the contractor's failure. |
| Cabinet | The Cabinet comprises the Mayor of Liverpool and nine Cabinet Members of the City Council. Each has responsibility for a defined service area (portfolio). |
| Category Manager | The CPU category manager who reports into the Head of Procurement and who is the responsible person for managing the procurement activity |
| Category Management | CIPS define Category Management as, "organising the resources of the procurement team in such a way as to focus externally onto the supply markets of an organisation (as against having a focus on internal customers or on internal procurement departmental functions) in order to fully leverage purchasing decisions. |
| Central Purchasing Body | A contracting authority which provides centralised purchasing activities and which may also provide ancillary purchasing activities as defined in the PCR. |
| Chartered Institute of Purchasing and Supply (CIPS) | The education and qualification body representing purchasing and supply chain professionals. |
| Chief Operating Officer | The Senior officer within the Company appointed by the board of Directors to oversee the running of the Company and make key decision. |
| Code of Practice | These are procedural arrangements determined and approved by the City Solicitor and the Director of Finance and Resources at any time that must be adhered to by all officers. |
| Code of Procedure | These are the procedural arrangements for tenders determined and approved by the Head of Property and Asset Management Services and the City Solicitor at any time and |

Contract Standing Orders

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| | must be adhered to. |
| Commercial Procurement Unit (CPU) | The Council's central team responsible for managing and coordinating procurement activity across the Council. |
| Commissioning | A continuous process through which commissioners identify need; plan, source, deliver and performance manage activity. |
| Commissioning Toolkit | A toolkit defining the approach to commissioning. |
| Constitution | The constitutional document approved by the Company of which these Contract Standing Orders form part issued under Section 37 of the Local Government Act 2000. |
| Consultant | A consultant (or consultancy organisation) is defined as a person or company (or group of people) who will provide advice and /or undertake work for a specific time limited task. |
| Contract | A bargain agreed, (even if, exceptionally, not in writing) between the Company and a Contractor or Consultant for the execution or provision of goods, works or services or other such bargain as the Company may require, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties to that bargain. This includes contracts where: <ul style="list-style-type: none"> • the Company is acting on behalf of a third party; and • the goods, works or services are funded from external sources |
| Contracts Finder | Means a web-based portal provided for the purposes of Part 4 of the PCR by or on behalf of the Cabinet Office |
| Contract Management Toolkit | The Council's toolkit defining the approach to contract management. |
| Contract Manager | The person who has overall administrative control of the Contract. |
| Contract Standing Orders (CSOs) | Rules governing the proceedings and business of the Company as part of its Constitution. |
| Contract / Total Value | The estimated total cost of the works, goods or services which are the subject of a specific tender or quotation (i.e. per contract, not per annum). The value must be calculated in pounds sterling exclusive of Value Added Tax. |
| Contracting Decision | Any of the following decisions: <ul style="list-style-type: none"> • Composition of the Approved Lists • Withdrawal of Invitation to Tender • Whom to invite to submit a Quotation or Tender • Shortlisting • Award of contract or Framework Agreement • Any decision to terminate a contract |
| Contractor | A firm or consortium with which the Company has entered into a contract. A firm |

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| | includes a person or persons and any body corporate. |
| Contracts Register | The Companies contract register that records the key information of all contracts held by the Company over £5,000. |
| Corporate Contract | A contract let by the Council's Commercial Procurement Unit to support the Council's aim of achieving Value for Money. These can be accessed to fulfil purchasing requirements across the Company. |
| Council | Liverpool City Council |
| Deed | A written document that is executed and delivered as a deed and for the Council or Company this would be under seal. If it is a contractual document, it is referred to as a contract under seal. |
| Divisional Manager/Company Accountant | A Divisional Manager/ of the Company who reports directly to the Chief Operating Officer. |
| Employees Code of Conduct | The code of conduct for employees as set out in the Constitution. |
| Estimate | The estimated total cost of the works, goods or services which are the subject of a specific tender or quotation (i.e. per contract, not per annum). This is distinct from a project estimate, which means the overall estimated cost of a scheme, which will include the above estimate and the estimated cost of all other ancillary and associated works. Value Added Tax should be excluded from all estimates. |
| EU Contract Notice | An invitation to tender for goods, works or services in advertised in the OJEU. |
| EU Procedure | The procurement procedure required by the EU for goods, works and certain categories of services where the Total Value exceeds the EU threshold. |
| EU threshold | The value at which the EU public procurement directives apply. |
| Financial Regulations | The financial regulations outlining Officer responsibilities for financial matters and forming part of the Constitution. |
| Framework Agreement | An agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged. |
| Government Procurement Agreement | The successor agreement to the General Agreement on Trade and Tariffs. The main signatories other than those in the European Economic Area are the USA, Canada, Japan, Israel, South Korea, Switzerland, Norway, Aruba, Hong Kong, China, Liechtenstein and Singapore. |
| Head of Commercial Procurement Unit | The officer with responsibility for leading Commercial Procurement Unit in the Council. |
| High Value | A high-value purchase is where the value exceeds the EU threshold values. |
| In-House Provider | A Council department or wholly owned Company which can provide goods, works or services to other Council departments whether charged for or not. |
| Invitation to Tender | Invitation to tender documents in the form required by these Contract Standing Orders. |

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| Key Decision | <p>Decisions that are defined as key decisions as per Article 11 of the Constitution:</p> <p>“A key decision is a decision by the Mayor and Cabinet which is likely:</p> <ul style="list-style-type: none"> • To result in a Local Authority incurring expenditure which is, or the making or savings which are, significant having regard to the Local Authorities budget for the service or function to which any decision relates (expenditure or savings will normally be considered “significant” if they exceed £500,000, except in relation to treasury management functions, where there is no upper limit); or <p>To be significant in terms of its effects on communities living or working in the area comprising two or more Wards in the area of the Local Authority.</p> |
| Management Team | <p>This is made up of the Chief Operating Officer, Company Accountant who work closely with the Board of Directors and Mayor of Liverpool.</p> |
| Nominated Suppliers | <p>Those persons specified in a main contract for the discharge of any part of that contract.</p> |
| Non-Commercial Considerations | <p>a) The terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion, transfer or training of or the other opportunities afforded to, their workforces ('workforce matters').</p> <p>b) Whether the terms on which contractors contract with their sub-contractors constitute, in the case of contracts with individuals, contracts for the provision by them as self-employed persons of their services only.</p> <p>c) Any involvement of the business activities or interests of contractors with irrelevant fields of government policy.</p> <p>d) The conduct of contractors or workers in industrial disputes between them or any involvement of the business activities of contractors in industrial disputes between other persons ('industrial disputes').</p> <p>e) The country or territory of origin of supplies to, or the location in any country or territory of the business activities or interests of, contractors.</p> <p>f) Any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees.</p> <p>g) Financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support.</p> <p>h) Use or non-use by contractors of technical or professional services provided by the authority under the Building Act 1984 or the Building (Scotland) Act 1959.</p> <p>Workforce matters and industrial disputes, as defined in paragraphs (a) and (d), cease to be non-commercial considerations to the extent necessary or expedient to comply with Best value; or where there is a transfer of staff to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply.</p> |
| Officer | <p>The officer responsible to the procurement requirement for services/goods /works.</p> |
| Official Journal of the European Union (OJEU) | <p>The Official Journal of the European Union is the gazette of record for the EU. This includes invitation to tender notices and is where contracts advertised under the Public Contracts Regulations are advertised.</p> |
| Procurement Business Case | <p>This is a standard document produced by LSSL to appraise the purchasing need and outline the strategy for individual procurement exercises.</p> |
| Pre Qualification Questionnaire (PQQ) | <p>A questionnaire used in the Restricted Procedure, Negotiated Procedure, Competitive Dialogue and Competitive Procedure with Negotiation procedure to select and shortlist organisations to proceed in the procurement process.</p> |
| | |

Contract Standing Orders

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| Procurement Strategy | The document setting out the Companies approach to procurement and key priorities for the next few years. |
| PCR | The Public Contracts Regulations 2015 |
| Quote / Quotation | See "Tender" below. |
| Relevant Contract | Contracts to which these Contract Standing Orders apply (see Rule 3). |
| Request for Quotation (RFQ) | An offer made in writing which was invited and treated as such under the quotations procedure outlined in these CSOs. |
| Selection Criteria | Criteria to assess an organisation's financial standing and technical/organisational capacity. This can only be used to rule an organisation in or out of the tender process, not to evaluate how well they will deliver the contract (see Award Criteria). |
| Senior Responsible Officer | This is the head of the relevant procuring department and includes the Chief Operating Officer, Company accountant or a member of the Companies Senior Leadership team (SLT) with appropriate delegations or authorised representative(s) of those officers. |
| Shortlisting | The process of selecting bidders who are to be invited to quote or bid or to proceed to final evaluation. |
| SMEs | <p>An enterprise falling within the category of micro, small or medium-sized enterprises defined by the EU Commission Recommendation of 6 May 2003:</p> <ul style="list-style-type: none"> • Medium-sized enterprises have fewer than 250 employees. Their annual turnover should not exceed EUR 40 million or their annual balance-sheet total should be less than EUR 27 million. • Small enterprises have between 10 and 49 employees. They should have an annual turnover not exceeding EUR 7 million or an annual balance-sheet total not exceeding EUR 5 million. • Micro-enterprises are enterprises which have fewer than 10 employees. |
| Spot Buying Team | The team within the Council's Commercial Procurement Unit responsible for managing Council purchases between £5,000 and £100,000. |
| Tender | An offer made in writing which was invited and treated as such under the formal tendering procedure outlined in these Standing Orders. Any tender not sought in this manner shall be deemed a Quotation. |
| TUPE Transfer of Undertakings (Protection of Employment) Regulations 2006 | Subject to certain conditions, these regulations apply where responsibility for the delivery of works or services for the authority is transferred from one organisations (e.g. private contractor, local authority in-house team) to another (e.g. following a contracting-out or competitive tendering process) and where the individuals involved in carrying out the work are transferred to the new employer. These regulations seek to protect the rights of employees in such transfers, enabling them to enjoy the same terms and conditions, with continuity of employment, as existed with their former employer. Broadly, TUPE regulations ensure that the rights of employees are transferred along with the business. |

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| Value for Money | Value for money is about obtaining the maximum benefits from the limited resources available to the Company. The principles of value for money are to reduce costs, improve services and improve customer outcomes and satisfaction. |
| VCS | VCS (Voluntary and Community Sector) is the term used to describe voluntary and community organisations, charities, and social enterprises. |

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APPENDIX B: PROCUREMENT METHODS - DEFINITIONS

The EU procurement routes that can be used for obtaining tenders are defined below:

| Procurement Method | Definition |
|--|---|
| Open Procedure | All potential bidders who are interested may respond to the advert by tendering for the contract. |
| Restricted Procedure | A selection (by pre-qualification) is made from those potential bidders who respond to the advertisement and only they are invited to submit a tender for the contract. This allows purchasers to avoid having to deal with an overwhelmingly large number of tenders. |
| Competitive Dialogue Procedure | <p>This procedure is used for the award of complex contracts where there is a need for the Company to discuss all aspects of the proposed contract with bidders. For the purpose of these regulations, the term complex contract is defined as one where, following an advert of the Contract Notice and a selection process, the Company:</p> <ul style="list-style-type: none"> • cannot objectively define the technical means capable of satisfying the needs or objectives; and/or • cannot objectively specify the legal and/or financial make-up of a project, <p>The Company then enters into dialogue with potential bidders to develop one or more suitable solutions for its requirements and on which chosen bidders will be invited to tender.</p> |
| Competitive Procedure with Negotiation | As with Competitive Dialogue this procedure is used for award of complex contracts. Under this procedure a selection is made of those who respond to the advertisement and only they are invited to submit an initial tender for the contract. The contracting authority may then open negotiations with the tenderers to seek improved offer. |
| Innovation Partnership Procedure | This procedure allows for development and subsequent purchase of innovative supplies, services or works not already available in the market under which a selection is made of those who respond to the advertisement and only they are invited to submit an initial tender for the contract. The contracting authority may then open negotiations with the tenderers to seek improved offers |

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| Negotiated Procedure without prior publication | <p>In certain narrowly defined circumstances the Company may award a contract using the 'negotiated procedure without prior publication'. Here the Company would approach one or more suppliers seeking to negotiate the terms of the contract. One of the permitted circumstances is where, for technical or artistic reasons or because of the protection of exclusive rights, the contract can only be carried out by a particular supplier.</p> <ul style="list-style-type: none"> • |
|--|---|

Note: The Company when using the restricted procedure, competitive dialogue procedure and the competitive procedure with negotiation must aim to select a number of suppliers sufficient to ensure genuine competition. Provided there are sufficient suitable candidates, the PCR requires a minimum of five for the restricted procedure, and three for competitive dialogue and competitive procedure with negotiation

APPENDIX C- EU PROCUREMENT TIMESCALES

| Procedure | Minimum time limits | Days | Days if contracting authority accepts electronic submission of tenders | Days if PIN is used (in addition to a contract notice) | Days if all reductions apply (electronic tenders and PIN) |
|-----------|---------------------|------|--|--|---|
| Open | Minimum time for | 35 | 30 | 15 | 10 |

Contract Standing Orders

| Procedure | Minimum time limits | Days | Days if contracting authority accepts electronic submission of tenders | Days if PIN is used (in addition to a contract notice) | Days if all reductions apply (electronic tenders and PIN) |
|---|--|---|--|--|---|
| | receipt of tenders from date contract notice sent | | | | |
| Open (urgent) | Minimum time for receipt of tenders from date contract notice sent | 15 | N/A | N/A | N/A |
| Restricted | Minimum time for receipt of requests to tender (PQQ response) from the date the contract notice sent | 30 | N/A | N/A | N/A |
| | Minimum time for receipt of tenders from the date the invitation to tender sent | 30 (Sub-central authorities can agree alternative time limits with candidates provided they all have the same time to prepare and submit their tenders, which, if no agreement, must be no less than 10 days) | 25 | 10 | 5 |
| Accelerated restricted (if urgent) | Minimum time for receipt of requests to tender (PQQ response) from the date the contract notice sent | 15 | N/A | N/A | N/A |
| | Minimum | 10 | N/A | N/A | N/A |

Contract Standing Orders

| Procedure | Minimum time limits | Days | Days if contracting authority accepts electronic submission of tenders | Days if PIN is used (in addition to a contract notice) | Days if all reductions apply (electronic tenders and PIN) |
|--|--|---|--|--|---|
| | time for receipt of tenders from the date the invitation to tender sent | | | | |
| Competitive Procedure with Negotiation | Minimum time for receipt of requests to tender (PQQ response) from the date the contract notice sent | 30 (Sub-central authorities can agree alternative time limits with candidates provided they all have the same time to prepare and submit their tenders, which, if no agreement, must be no less than 10 days) | N/A | N/A | N/A |
| | Minimum time for receipt of initial tenders from the date the invitation to tender sent | 30 | 25 | 10 | 5 |
| Competitive Procedure with Negotiation (urgent) | Minimum time for receipt of requests to tender (PQQ response) from the date the contract notice sent | 15 | N/A | N/A | N/A |
| | Minimum time for receipt of initial tenders from the date the invitation to tender sent | 10 | N/A | N/A | N/A |

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| Procedure | Minimum time limits | Days | Days if contracting authority accepts electronic submission of tenders | Days if PIN is used (in addition to a contract notice) | Days if all reductions apply (electronic tenders and PIN) |
|--|---|--|--|--|---|
| Competitive dialogue and Innovation partnership | Minimum time for receipt of requests to participate in dialogue or negotiate from the date the contract notice sent | 30 | N/A | N/A | N/A |
| | Minimum time for receipt of tenders from the date the invitation to tender sent | No minimum. Timescale determined by contracting authority. | N/A | N/A | N/A |

Use of PIN notice to reduce time limits

A Prior Information Notice (PIN) may only be relied on to reduce time limit for receipt of tenders where:

- The PIN was not used in itself as a call for competition. Under the PCR 2015, PINs may be used in place of a contract notice as a call for competition. However, a contract notice is required in addition to the PIN if the contracting authority wishes to reduce the time limit for receipt of tenders.
- The PIN included all the information required for the contract notice in Part B 1 of Annex 5 of the Public Contracts Directive 2014.
- The PIN was sent for publication between 35 days and 12 months before the date on which the contract notice was sent.

End.