

**Meeting:** Policy & Resources Committee  
Council

**Date:** 18 January 2007  
8 March 2007

**Report of:** Director of Finance & Property

**Subject:** Amendments to Contract Standing Orders

**1. Purpose of the report**

1.1 This report puts forward amendments to the Council's Contract Standing Orders for consideration by Policy & Resources Committee and full Council. The proposed changes are all relatively minor. The general aim of the changes is to make the procedures clearer and therefore easier for officers to use. Some of the changes are to update the procedures where the legal basis has changed slightly.

**2. Recommendations**

2.1 The Policy and Resources Committee recommends to Council that

(a) the amended version of Contract Standing Orders in Appendix 2 of this report be approved by the full Council, to replace the current version of Contract Standing Orders on 1 April 2007; and

(b) the Chief Executive be authorised to take all necessary or incidental steps to implement the amended version of Contract Standing Orders as approved by the Council and the Head of Law be authorised to amend and re-issue the Council's constitutional documents accordingly.

2.2 Council approves the recommendations in 2.1 (a) and (b) above.

**3.0 Background Information**

3.1 The proposed amended version of Contract Standing Orders is attached at Appendix 2 of this report. The provisions that have been amended are shown in italics. The current version of Contract Standing Orders is not reproduced here, to save paper, but can be seen as one of the documents in the Council's constitution on the Council's web-site.

- 3.2 A note of the reasons for the main changes is attached at Appendix 3 of this report. All the changes are relatively minor.
- 3.3 Contract Standing Orders provide the main framework for the tendering and awarding of contracts by the Council. However, as mentioned in Contract Standing Orders, there is also a body of more detailed guidance issued and kept up to date by the Procurement Team, such as Procurement Codes of Practice.

#### **4.0 Consultation**

- 4.1 Relevant officers have been consulted on the proposals.

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<b>Report of</b>	<b>Director of Finance and Property</b>
<b>Subject</b>	<b>Amendments to Contract Standing Orders</b>
<b>Wards affected</b>	<b>All</b>

**Financial implications**

There are no direct financial implications arising from this report.

*Officer consulted:* Patrick Rice Head of Financial Services - Corporate & Culture

*Date 14 December 2006*

**Legal implications**

(a) Section 135 of the Local Government Act empowers the Council to make standing orders (SOs) in relation to its contracts.

(b) Section 135 also requires SOs to be made for contracts for the supply of goods and materials and the execution of works and in these cases the SOs must include provision for securing competition and for regulating the manner in which tenders are invited. However, section 135 does permit exceptions and the Council's CSO's accordingly allow for waivers from CSO's in special circumstances.

(c) Under the Council's constitution, amendments to Contract Standing Orders require the approval of full Council.

(d) There are no human rights implications which need to be drawn to Members' attention.

*Lawyer consulted:* John Heys      *Date 30/11/2006*

**Corporate/Citywide implications**

The proposals relate to the Council's constitution and therefore have a City-wide impact.

**Risk assessment**

It was not considered that any of the proposed amendments required a detailed risk assessment.

**Sustainability implications**

There are no sustainability implications to draw to Members' attention in connection with the proposed amendments.

**Equalities implications**

None of the proposed amendments should have an adverse impact on equalities.

**Implications for the prevention of crime and disorder**

There are no direct implications for crime and disorder arising from this report.

**Background papers**

No unpublished background papers have been relied on to a material extent in writing this report. (The Council's current constitutional documents are published and available via the Council's web-site.)

**Contact Officer**

John Lazarus, Principal Contract Auditor, ext 1320

**List of Appendices:**

Appendix 1 – Proposed amended version of Contract Standing Orders

Appendix 2 - Reasons for changes to Contract Standing Orders

**Proposed amended version of  
Contract Standing Orders**

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C O N T R A C T   S T A N D I N G   O R D E R S

## General

### Contract Standing Order 1: Interpretation

1.1 In these Contract Standing Orders, the following terms have the following meanings:

“Approved List” 6	a list drawn up for corporate use under CSO
“Budget Holder”	a Council Employee who is accountable for a defined budget, and is responsible for committing expenditure against that budget in accordance with the Council’s Financial Standing Orders and Regulations.
“Chief Officer”	a chief officer as defined in Article 10 of the Council's Constitution including any officer who is a member of the Council's Management Team.
<i>“Contract Consultant”</i>	<i>any person not being an employee of the Council who is acting for the Council in relation to a Contract or proposed Contract</i>
“Contract”	any agreement for (i) the supply of goods, services, or the execution of works to or for the Council including the use of consultants (ii) but excluding the use of external solicitors and Counsel instructed by the Head of Law (The sale of land is specifically excluded from this definition of "Contract")
"Contract Officer"	a Council Employee nominated to deal with Contracts in accordance with CSO 3.1
“Contractor”	the party or potential party to a Contract
"Council"	Brighton & Hove City Council

<i>"Council Employee"</i>	<i>any person employed on a permanent, temporary or agency arrangement by the Council</i>
"CSO"/"CSOs"	Contract Standing Order/ Contract Standing Orders
"EC"	European Community
"EU"	European Union
<i>"EU Public Procurement Directives"</i>	<i>EU Directive 2004/18/EC (This directive consolidates all previous directives relating to public works, supplies (goods) and service contracts and any Directives and Regulations by which it is applied, extended, amended, consolidated or replaced" and any re-enactment thereof).</i>
"EU thresholds"	EC and Government Procurement Agreement thresholds for advertisement of goods, works and services contracts as advised by the Government (currently, January 2006, at £144,371 for goods and services contracts and £ 3,611,319 for works contracts)
"Framework Arrangements"	Zero value contracts for goods, services or works under which terms, conditions, quality standards and prices are agreed in accordance with EU Public Procurement Directives
"Lists"	Single Contract Lists, Framework Agreements and Approved Lists
"Most Economically Advantageous Tender"	A process of determining the best bid using weighted criteria. See CSO 13
"OJEU"	Official Journal of the European Union
"Procurement Guidance"	Procurement Codes of Practice, model contracts and other guidance which supplements these CSOs
<i>Single Contract List</i>	<i>a list drawn up for the use of a Council department under CSO 7</i>

“works” “supplies” & “services” as defined in the EU Public Procurement Directives.

“goods” “supplies” as defined in the EU Public Procurement Directives.

- 1.2 The price element of any evaluation will consider 'lowest price' in the case of contracts where the Council pays the Contractor and 'highest price' in the case of Contracts where the Contractor pays the Council.
- 1.3 The Chief Executive, after consultation with the Monitoring Officer and the Chief Finance Officer may change the thresholds in Contract Standing Orders annually (or as appropriate) to take account of changes in the retail price index and other factors so that the effectiveness and impact of the thresholds is maintained.

## **Contract Standing Order 2: Compliance with Contract Standing Orders and Legislation**

- 2.1 The Head of Law in consultation with the Head of Procurement shall compile and maintain CSOs and advise on their implementation and interpretation.
- 2.2 Every Contract made by the Council or on its behalf shall comply with the EC Treaty, *the EU Public Directives* and all relevant EU and domestic legislation, CSOs, and the Council's Financial Regulations. EU and UK legislation will always override the provisions of these CSOs.
- 2.3 Contractors, Contractor's employees, subcontractors and agents utilised by the council shall, at all times, comply with the requirements of the Health & Safety at Work Act 1974, all secondary legislation made under that Act and all other Acts, Regulations, Orders or Rules relating to Health & Safety. Reference to the council's Health & Safety Code of Practice should be made in this regard.
- 2.4 Corporate Procurement strategy and Procurement Guidance (including Codes of Practice), held and disseminated by the Head of Procurement, shall supplement these CSOs, but these CSOs will always take precedence over the provisions of such strategy and Procurement Guidance.
- 2.5 It shall be a condition of any Contract between the Council and anyone who is not a Council Employee of the Council, but who is authorised to carry out any of the Council's Contracts functions, that they comply with CSOs, and the Financial Regulations of the Council as if they were Council Employees.

## **Contract Standing Order 3: Scheme of Delegation/Authorisation**

- 3.1 Each Chief Officer has unrestricted delegated power to agree to the Council entering into Contracts up to the sum of £500,000. Above this sum *and* before inviting expressions of interest from potential bidders Council Employee must seek approval from the relevant committee. All Budget Holders (in relation to expenditure within their allocated budgets) as well as Assistant Directors and Contract Officers authorised by the Chief Officer may agree to the Council entering into Contracts up to £250,000. Each Chief Officer shall draw up and maintain a scheme of authorisation for use within his/her department, which shall include one or more named Assistant Director, Budget Holder and Contract Officer and shall be copied to the Heads of Law and Procurement.

#### **Contract Standing Order 4: Declarations of Interests**

- 4.1 *At the beginning of any Contract process* the following persons shall declare any interest, as defined in the Code of Conduct for Employees set out in the Council's Constitution, which may affect the Contract process:
- - a) *All Council Employees*
  - b) *Contractors*
  - c) *Contract Consultants*
  - d) *Any other person involved in the Contract process*
- 4.2 Chief Officers shall ensure that all Council Employees within the categories set out in CSO 4.1 and all Contract Consultants and Contractors appointed by them make written declarations of interest on their appointment and as required on any change in circumstances. Interests of Council Employees will be reviewed annually, either at the end or beginning of the financial year. The Chief Officer shall either certify interests as acceptable or take any necessary action in respect of potential conflicts of interest. Council Employees who declare a conflict of interest will take no part in the relevant contracting process.
- 4.3 Chief Officers shall keep completed Council Employee declarations on the register of staff declarations indicating the names and grades of those declaring an interest and the nature of their interest.
- 4.4 Chief Officers shall keep completed Contract Consultants' and Contractors' declarations of interest and relevant Council Employees' declarations affecting the Contract on the Contract file.
- 4.5 If a Council Employee within the categories set out in CSO 4.1 knows that a Contract in which he/she has a pecuniary interest is before the Council, and is not the subject of an existing declaration, he/she must immediately give written notice of his/her interest to the relevant Chief Officer and take no part in the Contract process.

#### **Contract Standing Order 5: Public Notices**

- 5.1 Where, by virtue of these CSOs or by some other authority, public notices or advertisements are required they shall be placed in at least one local newspaper and on the Council website ten days or more before expressions of interest are required by the Council. Where the estimated value of the Contract exceeds £100,000, the notice or advertisement shall be placed in at least one newspaper or journal circulating among such persons or bodies who undertake such Contracts. The requirement to give notice in a local newspaper may be dispensed with if the relevant Chief Officer certifies that there are insufficient Contractors in the locality.
- 5.2 All Contracts whose value exceeds the relevant threshold of the EU Public Procurement Directives shall also be advertised in OJEU.

## **Approved Lists, Framework Arrangements and Single Contract Lists**

### **Contract Standing Order 6: Approved Lists**

- 6.1 The Assistant Director, Property and Design shall compile and maintain Approved Lists for works and services Contractors (construction related Contracts), each of which is below the relevant EU threshold. The Head of Procurement shall compile Approved Lists for suppliers of goods and services Contractors as appropriate. Approved Lists shall: -
- a) Be established by advertised competition and where possible formalised by Framework Arrangements.
  - b) Contain the names and addresses of all Contractors who meet the Approved List criteria.
  - c) Indicate the nature and value of Contracts for which the Contractors listed may be used. The value may not exceed the relevant EU threshold.
  - d) Be reviewed in full at least every three years.
- 6.2 In addition Chief Officers with the assistance of the Head of Procurement may set up Framework Arrangements in line with EU Public Procurement Directives with one or more suppliers of particular types of goods or services. This approach is the preferred route for procurement of low value goods and services.
- 6.3 The criteria for admission to and suspension and exclusion from Approved Lists shall be specified in writing by: -
- a) The Head of Procurement for goods and services
  - b) The Assistant Director, Property and Design for works and works related services
- 6.4 Any Contractor may, by giving written notice to the Council withdraw from any Approved List.
- 6.5 Where there is no Approved List or Framework Agreement Chief Officers may compile a Single Contract list or use an open tender procedure.

## **Contract Standing Order 7: *Single Contract List***

- 7.1 Single Contract List should normally be based upon responses to public or website advertisement, except where the cost of such advertisement is not cost effective with regard to the value of the Contract.
- 7.2 Criteria for the inclusion of a Contractor on a Single Contract List shall be drawn up in advance of any public advertisement, and suitability of Contractors for inclusion on that Single Contract List shall be decided in accordance with those criteria.
- 7.3 Unlike Approved Lists and Framework Arrangements a Single Contract List may only be used once.

## **Preliminary**

## **Contract Standing Order 8: Contract Value and Aggregation**

- 8.1 Council Employees shall estimate and record the total value of a proposed Contract net of VAT.
- 8.2 Contracts must not be artificially separated so as to circumvent the application of any CSO or of EU Public Procurement Directives.
- 8.3 The value of Contracts for works, services or supply of goods are estimated to be the same as the total consideration to be payable over the term of the Contract by the Council to the Contractor. Where the Contract period is indefinite or uncertain then the estimated value is calculated by assuming a four-year term.

## **Requirement to Obtain Tenders**

## **Contract Standing Order 9: Tendering Procedures**

- 9.1 Where procurement of goods, services or works is required and the estimated value of the Contract is in excess of the relevant EU threshold, EU public procurement procedures will be followed. For most goods, services and works Contracts the restricted, open, or *competitive dialogue procedure* will be used. For Private Finance Initiative, Public Private Partnership and similar procurement arrangements introduced by the Government, where the Contract value is in excess of the relevant EU threshold, the restricted or *competitive dialogue* procedure will be used.
- 9.2 Any open tender will be by public notice giving at least ten days notice. This shall state the nature and purpose of the Contract and give

instructions on availability of specific tender documents or questionnaires. It shall also state relevant delivery information.

- 9.3 The Council may procure goods, services or works to any value in collaboration with other local authorities or other public or voluntary sector bodies. Where the Council is the lead buyer within the consortium of the goods, works or services contracted for, these CSOs shall apply. Where the Council is not the lead buyer, procurement procedures shall follow the spirit of these CSOs, be in accordance with EU Public Procurement Regulations, and approved by the relevant Chief Officer on the advice of either the Head of Procurement or the Assistant Director, Property and Design.

### **Contract Standing Order 10: Contracts Not Exceeding £7,500**

- 10.1 Where the appropriate Chief Officer estimates a Contract value for goods, services or works is unlikely to exceed £7,500 and there are suitable Framework Arrangements available, those Framework Arrangements shall be used. Where no Framework Arrangements are available competitive quotations in writing on the basis of Most Economically Advantageous Tender should be sought, or a commercial negotiation with one preferred Contractor may take place. In the latter case the Chief Officer shall certify that Procurement Guidance has been followed and that the Council shall receive best value.
- 10.2 Contracts with an estimated value not exceeding £7,500 shall be evidenced in writing in simple cases by the receipt of written quotations from Contractors or by sending orders to Contractors under Framework Arrangements. In the case of consultants (whatever the value) and in all other cases formal written Contracts shall be completed.
- 10.3 Although the tendering procedures for Contracts not exceeding £7,500 are less formal than for Contracts of greater amounts, Chief Officers should at all times bear in mind the need to seek best value and be able to demonstrate that they have obtained value for money.

### **Contract Standing Order 11: Contracts Exceeding £7,500 and Not Exceeding £50,000**

#### Works, Goods and Services

- 11.1 Where the appropriate Chief Officer estimates a Contract value is likely to be greater than £7,500 and not exceeding £50,000 and a List is available then at least four competitive tenders in writing shall be sought from Contractors on the relevant List. *(In the absence of a List an open tender procedure shall be used in accordance with procurement guidelines).* Where criteria additional to price are to be used in evaluation, these must be set out in the invitation to tender. At least two

bona fide tenders must be received and the Most Economically Advantageous Tender accepted.

- 11.2 Contracts with an estimated value greater than £7,500 and not exceeding £50,000 shall be evidenced in writing in simple cases by the receipt of a written quotation and the delivery of an official order form, in the case of consultants and in all other cases by the completion of a formal written Contract.

## **Contract Standing Order 12: Contracts Exceeding £50,000**

### Works, Goods and Services

- 12.1 Where the appropriate Chief Officer estimates that the value of a Contract is likely to exceed £50,000 and a List is available, then at least five tenders will be sought from the relevant List. *(In the absence of a List an open tender procedure shall be used in accordance with procurement guidelines)*. Where criteria additional to price are to be used in evaluation, these must be set out in the invitation to tender. At least two tenders must be received and the Most Economically Advantageous Tender must be accepted.
- 12.2 In the case of Contracts with an estimated value over £50,000 the Contract shall be in a form approved by the Head of Law and shall be given under the Common Seal of the Council.
- 12.3 Where the estimated value of the Contract is such that the Council is required by law to comply with the EU Public Procurement Directives the requirements thereof shall be complied with.
- 12.4 Decisions *relating to the Contract process* for Contracts exceeding the thresholds for the EU Public Procurement Directives shall be made by Chief Officers *in consultation with* either: -
- a) The Head of Procurement for goods and services Contracts.
  - b) The Assistant Director, Property and Design for works Contracts.

## **Tendering Process**

### **Contract Standing Order 13: Delivery Opening and Evaluation of Tenders**

- 13.1 All tenders for any Contract estimated to not exceed £50,000 in value shall be returned to the Chief Officer inviting the tender (or his/her nominee), or as otherwise indicated in CSOs, in envelopes which shall bear no mark to identify the sender. The Chief Officer shall be

responsible for ensuring that a record of all such tenders received is kept.

- 13.2 For Contracts with an estimated value exceeding £50,000 all tenders shall be returned as appropriate to the Assistant Director, Property and Design or the Head of Procurement in envelopes, which shall bear no mark to identify the sender and shall be opened by him/her at the same time in the presence of an Council Employee designated by the relevant Chief Officer. The Assistant Director, Property and Design and the Head of Procurement shall each maintain a record of all such tenders received by him/her.
- 13.3 All tenders shall be opened as soon as is reasonably practicable after the closing date and at one time, normally on the closing date. On receipt, all tender envelopes shall be endorsed with the time and date of receipt and kept secure until the time specified for tender opening. Any tender received after the specified time shall not be considered for evaluation and shall be returned promptly to the tenderer. A late tender may be opened to ascertain the name of the tenderer but no details of the tender shall be disclosed.
- 13.4 Evaluation criteria and weightings for each criterion shall be determined in advance and included in the invitation to tender. Price shall always be included as a criterion, but will be used as the sole criterion only where the Chief Officer or the Council Employee preparing the Contract for him/her considers this to be appropriate. Without prejudice to the range of criteria, which may be adopted, other criteria would normally cover aspects such as quality, technical ability, or the qualifications and experience of personnel/consultants. (see CSO 17.2 relating to award).

#### **Contract Standing Order 14: Contracts Registers**

14. An electronic register of all renewable Contracts above £7,500 (and all contracts over £50,000) in value, shall be kept centrally and maintained by each Contract Officer using the Intranet or similar. Such register shall specify for each Contract the Contract number, the name of the Contractor, a summary of the works to be executed or the goods and services supplied and the Contract duration and value or estimated value. The register shall be open for inspection by any Member of the Council.

#### **Contract Standing Order 15: Prevention of Corruption**

- 15.1 A Council Employee must not invite or accept any gift or reward in respect of the award or performance of any Contract. It will be for the Council Employee to prove that anything received was not received

corruptly. High standards of conduct are obligatory and corrupt behaviour will lead to dismissal.

15.2 *The Contract Process shall ensure that the Council will operate strict separation of duties by ensuring that two authorised Council Employees are involved in the ordering, receiving and payment process. Except for low value orders with a value below £250, there must be a separation of duties between the person authorising an order and the person checking a written invoice or requisitioning the goods or services.*

15.3 The following clause [or an equivalent clause in standard forms of contract or other wording as approved by the Head of Law] must be put in every written Council Contract:

“The Council may terminate this Contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor’s behalf do any of the following things:

- a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Contractor does not know what has been done); or
- b) commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972; or
- c) commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members or employees.

Any clause limiting the Contractor’s liability shall not apply to this clause.”

## **Operation of Contract**

### **Contract Standing Order 16: Contract Variation**

16.1 Funding must be identified before any variation is approved in accordance with the Council’s Financial Regulations. See Financial Regulation D.2.2.17.

16.2 Prior approval must be obtained from the appropriate Chief Officer after consultation with the Chair of the relevant Executive Committee, if the proposed variation would together with all other variations to the Contract create the following conditions:

- a) Extend the Contract value or period by 50% or more.

- b) Mean the works, services or goods to be added to or deleted from the Contract are substantially different in scope.

16.3 Extensions to Contracts shall be permitted only if either indicated in the original OJEU notice or for Contracts valued in total below the thresholds for the EU Public Procurement Directives.

### **Contract Standing Order 17: Contract Award**

17.1 No Contract may be awarded unless the expenditure involved has been included in approved estimates or on capital or revenue accounts, or has been otherwise approved by, or on behalf, of the Council. The Chief Officer shall ensure that evidence of authority to spend, and the budget code to be used, is recorded on the Contract file.

17.2 *Each Contract shall be awarded in accordance with evaluation criteria that have been adopted for the Contract. (See CSO 13.4 relating to evaluation.)*

### **Contract Standing Order 18: Waivers of Contract Standing Orders**

18.1 Special procedural exemptions or waivers may from time to time be given by Policy and Resources Committee to particular classes of Contracts in line with the Council's procurement strategy, as specified in Committee reports.

18.2 Subject to CSO 18.6, in relation to Contracts estimated to not exceed £50,000, a Chief Officer may waive the requirements of any CSO, as long as

- a) *The Head of Procurement* is notified as soon as possible.
- b) The Chief Officer certifies in writing to the *Head of Procurement* the CSO being waived and the reasons for doing so.

18.3 Subject to CSO 18.6, in relation to Contracts estimated to exceed £50,000, a Chief Officer may, after consultation with the Chair of the relevant Committee and *the Head of Procurement*, waive the requirements of CSO's as long as

- a) The waiver report (the Report) is compiled after consulting with the *Head of Procurement*.
- b) The Report is issued setting out the CSO being waived and the reasons for the waiver.
- c) The Report includes legal and financial comments and highlights, as necessary, any future commitment (whether of a financial character or not) which the Contract may entail.

- d) The Report justifies the method of Contractor selection so that value for money and compliance with EU and domestic law can be demonstrated.
- 18.4 If an emergency has been declared under the Council's emergency planning or business continuity procedures and it is not possible or practicable for an Council Employee who would normally exercise the powers of waiver under CSO 18.2 and CSO 18.3 to do so, the powers may be exercised by (i) the Council Employee who is designated to be in charge, under those procedures or (ii) any Council Employee appointed by him / her to act on his / her behalf. Further, if it is not possible or practicable for that Council Employee, before exercising the powers under CSO 18.3, to consult the Chair or the Head of Procurement or to issue the necessary report, the Council Employee may exercise the powers without doing so but shall take such steps as appear appropriate at the time to keep the Chair and Head of Procurement informed and shall issue the report as soon as is reasonably practicable.
- 18.5 A report for information giving a digest of all waivers under CSO 18.2, 18.3 and 18.4 shall be made by the Head of Procurement covering the previous financial year once a year to Policy and Resources Committee.
- 18.6 For the avoidance of doubt, no waivers may be made so as to alter the full application of CSO 4 (Declarations of Interest), CSO 14 (Contract Registers), CSO 15 (prevention of corruption) CSO 16.3 (Contract Variation), CSO 17 (Contracts Awards), CSO 19 (Risk Management), or to CSO 20 (Negotiation standards) or if such waiver would result in a breach of EU or domestic law.
- 18.7 A register of all waivers will be maintained by Property and Design and kept available for inspection by *the public with reasonable notice* during working hours.

### **Contract Standing Order 19: Risk Management**

- 19.1 A database of procurement clauses that minimise unnecessary Contract risk shall be kept and maintained by the Head of Procurement.
- 19.2 Contracts with a value exceeding the thresholds for the EU Public Procurement Directives shall not be let without reference to this database.

### **Contract Standing Order 20: Negotiation**

- 20.1 Procurement of goods, , services and works shall normally be through the competitive tendering framework set out in these CSO's. Under these CSOs negotiation with one Contractor is normally only

permissible for very low value Contracts as set out in CSO 10 or when using the EU *Competitive Dialogue Procedure* under CSO 9.

- 20.2 Where negotiation is undertaken this shall be conducted having regard to the Negotiation Code of Practice.

## Reasons for the Changes to Contract Standing Orders

<b>Contract Standing Orders - Summary of main changes</b>		
<b>Heading</b>	<b>Reason</b>	<b>Summary</b>
<b>Definitions</b>		
Contract Consultant	New definition	Clarity
Council Employee	New definition – replaces officer as inclusive of temporary and agency employees.	Clarity
EU Public Procurement	This was inconsistent with the new European Union (EU) Consolidated Directive which came into force in January 2006	EU
Single Contract List	Replaces the term Ad Hoc List	Clarity
<b>CSOs</b>		
CSO 2.2	Add reference to the EU Public Directives	clarity
CSO 3.1	To give clarity to the use of delegated powers and the need for Committee approval.	Clarity
CSO 4	To give clarity to officers regarding obtaining and recording declarations of interest	Clarity
CSO 6.2	To ensure consistency with the European Union (EU) Consolidated Directive which came into force in January 2006.	EU
CSO 7	Replace the term AD Hoc with Single Contract List	Clarity
CSO 9.1	To incorporate the EU process of competitive dialogue that is preferred to the negotiated process.	EU
CSO 11.1	To clarify the tender procedure if approved list not available	Clarity
CSO 12.1	To clarify the tender procedure if approved list not available	Clarity
CSO 12.4	To clarify the consultative role of Property & Design and Procurement for the EU contract process.	Clarity
CSO 15.2	To reflect changes required for the introduction of new Financial Information System.	Clarity
CSO 17.2	New CSO to clarify how award is evaluated.	Clarity
CSO 18	To give clarity to officers and to streamline the waivers process by providing a single point of contact.	Waivers process
CSO 18.7	To give clarity to officers and to recognise freedom of information requirements,	Waivers process
CSO 20.1	To recognise the possible use of the Competitive Dialogue procedure.	EU

**Overview of reasons for changes**

CSO's need updating take account of EU legislation, to provide improved clarity for officers using CSO's, and to authorise changes to the Waivers process allowing an initial single point of contact.