

Contract Standing Orders Comparison – Dorset FA and Wiltshire and Swindon FA

	Dorset Wording	Ref	Wiltshire Wording	Recommended/[Comments/Notes]/ DFRS/WFRS/Changed
1.	Introduction			Introduction and overview
				What are Contract Standing Orders?
				These procurement and contract rules are the standing orders which apply to the acquisition of all supplies, services and works by or on behalf of the Authority. This includes where the Authority acts as the lead commissioner on behalf of a third party using external funds.
				These rules do not apply to : <ul style="list-style-type: none"> • Contracts of employment; or • Contracts that relate solely to the purchase or acquisition of land
1.1	These procedure rules shall apply to all contracts entered into by or on behalf of the Dorset Fire Authority with any other person or body.	11.1	These Regulations apply to all contracts except for contracts of employment	These procedure rules shall apply to all contracts entered into by or on behalf of the Dorset and Wiltshire Fire and Rescue Authority with any other person or body.
				Who should read this document?
				The standing orders (procurement and contract rules) apply to all staff and members of the Authority.
				More detailed guidance on how the

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				<p>regulations should be implemented in practice is contained in procurement and contract procedures, which apply to all Members and all staff.</p> <p>Why have Contract Standing Orders?</p> <p>By law, the Fire Authority must make standing orders with respect to contracts for the supply of goods or materials or for the execution of works which provide for:</p> <ul style="list-style-type: none">• securing competition• regulating the manner in which tenders are invited. <p>The main objectives of Contract Standing Orders are to:</p> <ul style="list-style-type: none">• ensure the Authority obtains Best Value in the way it spends money, so in turn it offers Best Value services to the public;• ensure that the manner in which contracts are handled complies with all relevant legislation and EU Directives that govern the spending of public money;• protect individuals from undue criticism or allegation of wrongdoing.; and,
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				<ul style="list-style-type: none">• Facilitate partnership working. <p>Awareness and access</p> <p>The Treasurer is responsible for ensuring that all employees with financial responsibilities are made aware of and have access to these regulations, and the accompanying procurement and contract procedures that set out in more detail how they should implement and comply with these standing orders.</p> <p>Review of Contract Standing Orders</p> <p>The Treasurer has overall responsibility for procurement and as such is the custodian of these standing orders, and is responsible for keeping them under review. The Treasurer is responsible for maintaining a continuous review of these standing orders.</p> <p>Other rules</p> <p>Apart from these regulations, all officers and Members must comply with certain other rules. These include:</p> <p>The law:</p> <ul style="list-style-type: none">• General and specific local government law• General civic and criminal law
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				<ul style="list-style-type: none"> • The combination order <p>Other Authority rules:</p> <ul style="list-style-type: none"> • Financial regulations • Scheme of delegation • Contract standing orders • Human Resources policies and procedures • Service orders • Financial procedures and guidance
<p>2.</p>	<p>Definitions</p> <p>In these Procedure Rules:</p> <p>“Chief Fire Officer” shall mean the person appointed by the Dorset Fire Authority as the executive, operational and administrative head of the Dorset Fire and Rescue Service and shall include such officers of the Dorset Fire and Rescue Service as the Chief Fire Officer specifically authorises in writing for the purposes of these Procedure Rules.</p> <p>“Clerk and Monitoring Officer”, (referred to as the “Clerk”), shall mean the designated officer responsible for performing the duties imposed by</p>	<p>Fin Regs 2 Pg 74</p> <p>App 1 Pg 93</p>	<p>Definitions used in this document are explained at Appendix 1.</p> <p>4. ‘Chief Fire Officer’ – the person appointed as Chief Fire Officer & Chief Executive by the Authority, and any person to whom the Chief Fire Officer & Chief Executive has delegated any duties in respect of these Regulations, EXCEPT where the Regulations use the term ‘personally’, in which case only the Chief Fire Officer is referred to.</p> <p>5. ‘Clerk’ – the person engaged by the Authority to carry out the agreed principal accountabilities of the post of Clerk.</p>	<p>[Recommended approach is that there should be one section on definitions covering all Standing Order requirements]</p> <p>“Chief Fire Officer” – the person appointed as Chief Fire Officer by the Authority, and any person to whom the Chief Fire Officer has delegated any duties in respect of these Regulations, except where the Regulations use the term ‘personally’, in which case only the Chief Fire Officer is referred to.</p> <p>“Clerk” – the person engaged by the Authority to carry out the agreed principal accountabilities of the post of Clerk.</p>

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<p>Section 5 of The Local Government and Housing Act 1989 and the officer appointed by the Authority with responsibility for the proper conduct of the Authority. Clerk shall include such persons as the Clerk specifically authorises in writing for the purposes of these Procedure Rules.</p> <p>“Constituent authorities” are the councils of the Boroughs of Bournemouth and Poole and Dorset County Council.</p> <p>"Contract" shall mean any agreement for the supply/disposal of goods, materials or services and the execution of works.</p> <p>"Contractor" shall mean any person, company or other organisation that is engaged to provide goods, materials, services or works to the Authority.</p> <p>“Dorset Fire Authority”, (referred to as “the Authority”), is the fire authority constituted in accordance with Statutory Instrument 1996 No. 2920, The Dorset Fire Services (Combination Scheme)</p>	<p>6. ‘Monitoring Officer’ – the person appointed by the Authority with responsibility for ensuring the legality of the actions of the Authority and its officers in accordance with Section 5(1) of the Local Government and Housing Act 1989.</p> <p>10. ‘Contract’ – any arrangement, formal or informal, between the Authority and a third party for the supply of goods or services.</p> <p>1. ‘The Authority’ – the Wiltshire and Swindon Fire Authority.</p>	<p>“Monitoring Officer” – the person appointed by the Authority with responsibility for ensuring the legality of the actions of the Authority and its officers in accordance with Section 5(1) of the Local Government and Housing Act 1989.</p> <p>“Constituent authorities” are Bournemouth Borough Council, the Borough of Poole Council, Swindon Borough Council, Dorset County Council and Wiltshire Council.</p> <p>"Contract" shall mean any agreement for the supply/disposal of goods, materials or services and the execution of works.</p> <p>"Contractor" shall mean any person, company or other organisation that is engaged to provide goods, materials, services or works to the Authority.</p> <p>“Dorset and Wiltshire Fire and Rescue Authority”, (“the Authority”,) is the Fire Authority constituted in accordance with Statutory Instrument 2015 No. 435, The Dorset and Wiltshire Fire and Rescue Authority (Combination Scheme) Order</p>
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	<p>Order 1996.</p> <p>“Member” shall mean a councillor from the constituent authorities serving on the Authority.</p> <p>“Officer” shall mean all persons appointed by the Authority, including uniformed and non-uniformed staff.</p> <p>“Treasurer” is the person appointed by the Authority with responsibility for the administration of the Authority’s financial affairs. Treasurer shall include such persons as the Treasurer specifically authorises in writing for the purpose of these Procedure Rules.</p>	<ol style="list-style-type: none"> 2. ‘Member’ – the persons appointed to be members, or co-opted members of the Authority. 3. ‘Officers’ – the Chief Fire Officer, Clerk, Treasurer and Monitoring Officer. 7. ‘Treasurer’ – the person appointed by the Authority with overall responsibility for the administration of the Authority’s financial affairs, in accordance with Section 151 of the Local Government Act 1972 and Section 112 of the Local Government Finance Act 1988. 8. ‘Deputy Chief Officer’ – the person appointed as Deputy Chief Officer by the Authority. 9. ‘Assistant Chief Officer’ – a person appointed as Assistant Chief Officer by the Authority. 11. ‘Best Tender’ – the economically most advantageous tender, usually the 	<p>2015.</p> <p>“Member” shall mean a person appointed to be a member, or co-opted member of the Authority by the constituent authorities.</p> <p>“Officer” shall mean all persons appointed by the Authority, including uniformed and non-uniformed staff.</p> <p>“Treasurer” – the person appointed by the Authority with responsibility for the administration of the Authority’s financial affairs, in accordance with Section 151 of the Local Government Act 1972 and Section 112 of the Local Government Finance Act 1988. Treasurer shall include such persons as the Treasurer specifically authorises in writing for the purpose of these Regulations.</p> <p>[Not Required]</p> <p>[Not Required]</p> <p>“Best Tender” – the most economically advantageous tender (MEAT), usually the</p>
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			<p>lowest tender when the Authority is buying, and the highest tender when the Authority is selling.</p> <p>12. 'Unofficial and Voluntary Funds' – any fund for benevolent or other purposes which does not form part of the Service fund but is controlled in whole or in part, as part of official duties, by an officer, either uniformed or civilian, employed by the Authority.</p> <p>13. 'Council Tax Billing Authorities' – Swindon Borough Council, Wiltshire Council.</p> <p>14. 'Brigade Manager' – One of the Following: Chief Fire Officer, Deputy Chief Officer, Assistant Chief Officer, Brigade Manager – People & Development, Brigade Manager – Governance & Assurance (Treasurer).</p>	<p>lowest tender when the Authority is buying, and the highest tender when the Authority is selling.</p> <p>[Not Required]</p> <p>[Not Required]</p> <p>[Not Required]</p>
				<p>Changes to Contract Standing Orders</p> <p>Any changes to Contract Standing Orders shall be drawn up jointly by the Chief Fire Officer, Treasurer and Clerk and be approved by the Authority.</p> <p>Suspension of Contract Standing Orders</p>

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				If the Chief Fire Officer is of the opinion that any of these Regulations are inappropriate in particular circumstances the Clerk shall be informed in writing. The Clerk may, after consultation with the Treasurer, authorise departure from these Regulations if satisfied that, exceptionally, such departure is in the interests of the Authority. The Clerk shall maintain a register of any such authorisations, which shall be available for inspection by any Member of the Authority, and will report such departures to the Authority.
3.	Compliance with the law			5. Compliance with the law
3.1	All contracts, and the procedures for entering into them, shall comply with all relevant United Kingdom law, including all relevant European law in force for the time being in the United Kingdom. In the event of any conflict between these standing orders and the law, the law shall prevail.	11.3.1	Buyers can enter into any contract allowed by Section 11 as long as: (i) value for money is obtained; (ii) relevant legislation and EU directives are always observed; and (iii) the principles of Best Value are complied with.	All contracts, and the procedures for entering into them, shall comply with all relevant United Kingdom law, including all relevant European law in force for the time being in the United Kingdom. In the event of any conflict between these standing orders and the law, the law shall prevail. Buyers can enter into any contract under these Contract Standing Orders as long as: (i) value for money is obtained; (ii) relevant legislation and EU directives are always observed; and (iii) the principles of Best Value are complied with.
		11.3.2	Buyers must have regard to any legal advice on the form and content of the	Buyers must have regard to any legal advice on the form and content of the contract

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			contract from the Clerk or other legal adviser.	from the Clerk or other legal adviser.
4.	Contracts to be in writing			6. Contracts to be in writing
4.1	Wherever practical, all contracts shall be in writing.			Wherever practical, all contracts shall be in writing.
5.	Exemptions			7. Exemptions
5.1	The Chief Fire Officer is authorised to enter into contracts which have been established under collaborative arrangements between authorities, regions, emergency services, consortia and other public sector agencies and, where applicable, have been subjected to EU Procurement rules or where this is not applicable, have been subject to the lead authority's contract procedure rules. The Chief Fire Officer will notify the Clerk of such arrangements for inclusion within a register, which shall be kept by the Clerk and available for inspection during normal office hours by all members of the Authority.			The Chief Fire Officer is authorised to enter into contracts which have been established under collaborative arrangements and/or framework agreements between authorities, regions, emergency services, consortia and other public sector agencies and, where applicable, have been subjected to EU Procurement rules or where this is not applicable, have been subject to the lead authority's contract procedure rules. The Chief Fire Officer will notify the Clerk of such arrangements for inclusion within a register, which shall be kept by the Clerk and available for by all Members of the Authority.
5.2	There shall otherwise be no exemption from these contract procedure rules except on the written authority of the Clerk which shall be given only when, after consultation with the Treasurer, he or she is satisfied that the exemption is justified in the interests of the Authority by special circumstances.			There shall otherwise be no exemption from these contract procedure rules except on the written authority of the Clerk which shall be given only when, after consultation with the Treasurer, he or she is satisfied that the exemption is justified in the interests of the Authority by special circumstances.
5.3	The Clerk shall maintain a register of all			The Clerk shall maintain a register of all

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	authorisations for exemption from these standing orders, which shall be available for inspection by all members of the Authority.			authorisations for exemption from these standing orders, which shall be available for inspection by all members of the Authority.
5.4	The authority of the Clerk to authorise an exemption from these contract procedure rules shall include the giving of authority to negotiate and conclude a contract with a single contractor, if the Clerk, after agreement with the Treasurer, considers that the exemption is justified in the interests of the Authority by special circumstances.			The authority of the Clerk to authorise, in consultation with the Treasurer , an exemption from these contract procedure rules, shall include the giving of authority to negotiate and conclude a contract with a single contractor, if the Clerk, after agreement with the Treasurer, considers that the exemption is justified in the interests of the Authority by special circumstances. Any such exemption authorised must be reported to the Authority.
6.	Conformity with Financial and Administrative Regulations			8. Conformity with Financial Regulations
6.1	No contract shall be entered into unless the expenditure involved may be properly incurred under the Authority's Financial and Administrative Regulations in force for the time being.	11.3.6	Any order above £25,000 must receive the prior approval of a Brigade Manager.	No contract shall be entered into unless the expenditure involved may be properly incurred under the Authority's Financial Regulations in force for the time being.
7.	Personal and Prejudicial Interest of Members			9. Personal and Prejudicial Interest of Members
7.1	If any member of the Authority or a Committee has a disclosable and pecuniary interest, as defined in the Code of Conduct for Members, arising from any contract, proposed contract or other matter and is present at a meeting of the Authority, or a Committee at which the contract or other matter is the subject of consideration, then the Member must act in accordance with the requirements			If any member of the Authority or a Committee has a disclosable and pecuniary interest, as defined in the Code of Conduct for Members, arising from any contract, proposed contract or other matter and is present at a meeting of the Authority, or a Committee at which the contract or other matter is the subject of consideration, then the Member must act in accordance with the requirements of the Code of Conduct. This

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	of the Code of Conduct. This means that a Member with a pecuniary interest must disclose to the meeting the existence and the nature of that interest when consideration of that business begins, or when the interest becomes apparent.			means that a Member with a pecuniary interest must disclose to the meeting the existence and the nature of that interest when consideration of that business begins, or when the interest becomes apparent.
7.2	If the pecuniary interest is also a prejudicial one, then the Member must withdraw from the room in which the meeting is being held, not exercise any functions in relation to that contract and not seek improperly to influence a decision about the contract. A Member with a disclosable pecuniary interest should only remain and take part to the extent of any dispensation granted by the Clerk to the Authority, as Monitoring Officer, after consultation with the Chairman.			If the pecuniary interest is also a prejudicial one, then the Member must withdraw from the room in which the meeting is being held, not exercise any functions in relation to that contract and not seek improperly to influence a decision about the contract. A Member with a disclosable pecuniary interest should only remain and take part to the extent of any dispensation granted by the Clerk to the Authority, as Monitoring Officer, after consultation with the Chairman.
7.3	These obligations extend to consultants employed to act for the Authority.			These obligations extend to consultants employed to act for the Authority.
8.	Interests of Officers in Contracts			10. Interests of Officers in Contracts
8. 1	The Clerk shall maintain a record of any notice given by an Officer of any interest in a contract and the record shall be available during office hours for inspection by any Member of the Authority.			The Clerk shall maintain a record of any notice given by an Officer of any interest in a contract and the record shall be available for inspection by any Member of the Authority.
9.	Compliance			11. .Compliance
9.1	It is an implied condition of employment of all staff of the Fire Authority involved in the letting of contracts that they shall at all times observe the provisions of these Procedure Rules and any contract			It is an implied condition of employment of all staff of the Fire Authority involved in the letting of contracts that they shall at all times observe the provisions of these Standing Orders and the procurement and contract

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	code of practice issued by the Fire Authority.			procedures issued by the Treasurer.
9.2	When outside consultants or similar persons are employed to supervise Fire Authority contracts they shall similarly comply with these Procedure Rules. Their contracts for services shall include this requirement.	11.2.2	The Chief Fire Officer may contract with any suitably qualified person to carry out this work; or may seek assistance from any person with the necessary expertise, including the appointment of consultants, provided that the Treasurer's standards are met. The Chief Fire Officer's personal written authority must be obtained before any action is taken under the terms of this paragraph.	The Chief Fire Officer may contract with any suitably qualified person to carry out this work; or may seek assistance from any person with the necessary expertise, including the appointment of consultants, provided that the Treasurer's standards are met. The Chief Fire Officer's personal written authority must be obtained before any action is taken under the terms of this paragraph.
10.	Land and Property			12. Land and Property
10.1	In relation to these Procedure Rules:			In relation to these Procedure Rules:
10.1.1	Land has the meaning provided in Section 205 of the Law of Property Act 1925. In particular, but without in any way limiting that meaning, land includes buildings and easements.	11.3.4	Any purchase, lease or sale of property that involves a receipt or payment exceeding £100,000 must be given the prior approval of the Authority, subject to any purchase, lease or sale of property below £100,000 being reported to the next meeting of the Authority following completion.	Land has the meaning provided in Section 205 of the Law of Property Act 1925. In particular, but without in any way limiting that meaning, land includes buildings and easements. Any purchase, lease or sale of property that involves a receipt or payment exceeding £100,000 must be given the prior approval of the Authority, subject to any purchase, lease or sale of property below £100,000 being reported to the next meeting of the Authority following completion.
10.1.2	References to the acquisition of land include the acceptance of gifts of land and the taking of leases, licences and easements of or over any land (including buildings) whether by way of valuable consideration or exchange but not the			References to the acquisition of land include the acceptance of gifts of land and the taking of leases, licences and easements of or over any land (including buildings) whether by way of valuable consideration or exchange but not the appropriation of land.

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	appropriation of land.			
10.2	Contract Procedure Rules 1 to 9 inclusive and Contract Procedure Rule 14 and 15 shall apply to contracts for the sale and purchase of interests in land.			Contract Procedure Rules 1 to 11 inclusive and Contract Procedure Rule 16 and 17 shall apply to contracts for the sale and purchase of interests in land.
10.3	In all other respects, arrangements for the sale and purchase of interests in land and property shall be undertaken by a suitably qualified and experienced person and comply with procedures approved by the Authority.			In all other respects, arrangements for the sale and purchase of interests in land and property shall be undertaken by a suitably qualified and experienced person and comply with procedures approved by the Authority.
10.4	The Fire Authority shall only acquire land after having first considered a suitably qualified and experienced person's estimate of the value of the land in question and any recommendation made as to the maximum sum appropriate for such acquisition; and even then for a sum no greater than the maximum recommended.			The Fire Authority shall only acquire land after having first considered a suitably qualified and experienced person's estimate of the value of the land in question and any recommendation made as to the maximum sum appropriate for such acquisition; and even then for a sum no greater than the maximum recommended.
10.5	Disposal of land shall be for the best price reasonably obtainable unless the Fire Authority resolve specifically to the contrary.			Disposal of land shall be for the best price reasonably obtainable unless the Fire Authority resolve specifically to the contrary.
11.	Contract Value			13.Contract Value
11.1	As a general principle the value of a contract shall be deemed to be the total of all payments made to the contractor in respect of that contract regardless of the period of time over which those payments are made. In the case of recurrent transactions for the same type of item the contact value will be the aggregate total of transactions for the			As a general principle the value of a contract shall be deemed to be the total of all payments made to the contractor in respect of that contract regardless of the period of time over which those payments are made. In the case of recurrent transactions for the same type of item the contact value will be the aggregate total of transactions for the duration of the contract, not the aggregate

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	duration of the contract, not the aggregate value in a single year (unless this is the period of the contract) and not the value of a single transaction.			value in a single year (unless this is the period of the contract) and not the value of a single transaction.
		11.3.5	The Authority may decide to require the Chief Fire Officer to advise them in advance over certain contracts because of their sensitivity or size.	The Authority may decide to require the Chief Fire Officer to advise them in advance over certain contracts because of their sensitivity or size.
		11.4.11	All contracts subject to the procedure set out in 11.4.2 to 11.4.10 above must be included in the Register of Contracts maintained by the Procurement Manager.	All contracts subject to the procedure set out in Sections 16 and 17 above must be included in the Register of Contracts maintained by the Procurement Manager.
		11.7.2	For all contracts over £1,000, all contracting matters must be recorded in writing, and full supporting documentation must be kept, including a clear statement of: •what the contract is for, •what is to be paid for it, •when it is to be performed, Until: (i) for all information relating to the successful contractor, six years from the end of the contract (twelve years for contracts under seal); (ii) for all other information, three years.	[include in procedures not regulations]
12.	Existing Contracts	11.6	Extensions to Existing Contracts	14. Extensions to Existing Contracts
12.1	All staff engaged in purchasing decisions shall ensure that existing contracts are		Buyers may negotiate to extend an existing contract	Buyers may negotiate to extend an existing contract

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	used unless it would be in the best interests of the Authority not to do so.	11.6.1	IF the total value of the existing contract is less than £50,000 – otherwise the Chief Fire Officer personally or his delegated officer must be consulted first,	IF the total value of the existing contract is less than £50,000 – otherwise the Chief Fire Officer personally or his delegated officer must be consulted first,
		11.6.2	AND extending provides better value for money than re-tendering, and is allowed by EC law, and buyers should be able to justify this,	AND extending provides better value for money than re-tendering, and is allowed by EC law, and buyers should be able to justify this,
		11.6.3	PROVIDED THAT the prior approval of the Authority is required if: (i) the contract has already been extended, OR (ii) the extension exceeds the contract's original length.	PROVIDED THAT the prior approval of the Authority is required if: (i) the contract has already been extended, OR (ii) the extension exceeds the contract's original length.
13.	Pre-tender Market Research and Consultation			15. Pre-tender Market Research and Consultation
13.1	Staff engaged in purchasing decisions may, in association with Financial Services review the market for a proposed purchase by discussion with suppliers and other research but must not:			Staff engaged in purchasing decisions may, in association with Financial Services review the market for a proposed purchase by discussion with suppliers and other research but must not: (a) base any specification on one supplier's

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	(a) base any specification on one supplier's offering such as to distort competition; (b) make any indication or commitment to suppliers that their offering may be preferred; (c) suggest any procurement route which is not consistent with these orders; or (d) enter into negotiations about price where a competitive procurement process has yet to take place.			offering such as to distort competition; (b) make any indication or commitment to suppliers that their offering may be preferred; (c) suggest any procurement route which is not consistent with these orders; or (d) enter into negotiations about price where a competitive procurement process has yet to take place.
14.	Contracts not requiring formal tenders			16. Contracts not requiring formal tenders
14.1	Where the estimated amount of any contract does not exceed the formal tender limit (as shown in Appendix A), the Chief Fire Officer, Treasurer or Clerk as appropriate shall not be obliged to undertake a formal tendering exercise, but shall follow such contract procedures as he or she considers will provide best value for money to the Authority and maintain suitable records to substantiate the methods used including details of quotations sought.	11.4.1	For contracts expected to be below £75,000, buyers have discretion as to the method to be used for seeking a price and entering into contract, and may obtain goods from any supplier, subject to the Services' procurement rules, but must be able to demonstrate that all actions were reasonable, and in the best interests of the Authority, and were not improperly influenced, and that best value has been obtained, as judged on price, quality, and compliance with legislation.	For contracts expected to be below £100,000, buyers have discretion as to the method to be used for seeking a price and entering into contract, and may obtain goods from any supplier, subject to the Services' procurement and contract procedures issued by the Treasurer, but must be able to demonstrate that all actions were reasonable, and in the best interests of the Authority, and were not improperly influenced, and that best value has been obtained, as judged on price, quality, and compliance with legislation.
15.	Contracts requiring formal tenders			17. Contracts requiring formal tenders
		11.3.3	If the estimated or actual annual or total value of a contract exceeds £75,000, buyers must before entering into contract seek the advice of the Clerk, unless the Authority has given prior approval either specifically or as part of an approved	If the estimated or actual annual or total value of a contract exceeds £100,000, buyers must before entering into contract seek the advice of the Clerk, unless the Authority has given prior approval either specifically or as part of an approved project,

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			project, and the actual contract price is no more than 15% higher than the estimate on which the approval was based.	and the actual contract price is no more than 15% higher than the estimate on which the approval was based.
		11.4.2	The remainder of this section describes the formal procedure for entering into a contract, and is compulsory for contracts expected to exceed £75,000. The threshold refers to the value of a contract for that contract's total duration.	The remainder of this section describes the formal procedure for entering into a contract, and is compulsory for contracts expected to exceed £100,000. The threshold refers to the value of a contract for that contract's total duration.
15.1	Where applicable, a contract notice shall be published in the Official Journal of the European Union (OJEU). The notice shall describe the object of the contract, state the latest date and time for the receipt of tenders, the award criteria and invite other submissions expressing interest in tendering where a pre-qualification process is proposed or applications for tender forms where an open tender process is proposed. It shall comply with any relevant European Union provision. Public notice shall be given in appropriate media, including local and other newspapers or journals, which, in the opinion of the Chief Fire Officer, are most suitable for publicising the invitation to tender and also on the Authority's website.			Where applicable, a contract notice shall be published in the Official Journal of the European Union (OJEU). The notice shall describe the object of the contract, state the latest date and time for the receipt of tenders, the award criteria and invite other submissions expressing interest in tendering where a pre-qualification process is proposed or applications for tender forms where an open tender process is proposed. It shall comply with any relevant European Union provision. Public notice shall be given in appropriate media, including local and other newspapers or journals, which, in the opinion of the Chief Fire Officer, are most suitable for publicising the invitation to tender and also on the Authority's website.
15.2	Unless a corporate contract/framework is in place, tenders shall be invited. However, subject to Contract Procedure Rule 5.1, tenders may be invited without the necessity of giving public notice from contractors in the appropriate list			Unless a corporate contract/framework is in place, tenders shall be invited. However, subject to Contract Procedure Rule 7.1, tenders may be invited without the necessity of giving public notice from contractors in the appropriate list maintained under Contract

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	maintained under Contract Procedure Rule 16, or if the contract is of a type for which contractors in the list are not appropriate, from contractors, who, in the opinion of the Chief Fire officer, are best fitted to meet the Authority's requirements.			Procedure Rule 18, or if the contract is of a type for which contractors in the list are not appropriate, from contractors, who, in the opinion of the Chief Fire officer, are best fitted to meet the Authority's requirements.
15.3	Where the value of a contract is estimated to exceed a relevant European Union statutory threshold, then tendering procedures shall be in accordance with such European Union or statutory provision. These thresholds are shown in Appendix A.			Where the value of a contract is estimated to exceed a relevant European Union statutory threshold, then tendering procedures shall be in accordance with such European Union or statutory provision. These thresholds are externally determined every two years and are included in the procurement and contract procedures issued by The Treasurer.
15,4	All OJEU contract notices and tender invitation notices will in future be processed through the Bluelight e-tendering system.			All OJEU contract notices and tender invitation notices will in future be processed through the Bluelight e-tendering system or alternative approved e-tendering system.
15.5	The Chief Fire Officer, having complied with applicable EU procurement regulations, may withhold tender forms from any applicant, if, having regard to the number of applications received or his or her enquiries concerning the applicant, the written approval of the Clerk is obtained.			The Chief Fire Officer, having complied with applicable EU procurement regulations, may withhold tender forms from any applicant, if, having regard to the number of applications received or his or her enquiries concerning the applicant, the written approval of the Clerk is obtained.
15.6	Wherever practical the Chief Fire Officer shall ensure that, if the estimated amount of the contract exceeds the formal tender threshold, but is less than the EU Threshold, at least six contractors are invited to submit tenders.	11.4.3	At least six suppliers must be invited to quote/tender, EXCEPT THAT: (i) if a contract is required urgently this may be with any party, but this must be reported to the next meeting of the Authority AND	Wherever practical the Chief Fire Officer shall ensure that, if the estimated amount of the contract exceeds the formal tender threshold, but is less than the EU Threshold, at least six contractors are invited to submit tenders. EXCEPT THAT:

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	<p>The Chief Fire Officer may confine the invitation to tender to three contractors or less than six if he considers that this gives the best value for money to the Authority. The Chief Fire Officer will maintain a record of such approvals.</p>	11.4.4	<p>(ii) the Chief Fire Officer may personally negotiate at any time; (iii) other buyers may only negotiate with the express written permission of the Chief Fire Officer personally; (iv) the result of any negotiation under this section and the reasons for the decision must be reported to the next meeting of the Authority; BEARING IN MIND THAT (v) a single supplier situation must be treated as a negotiation.</p> <p>The Chief Fire Officer may confine the invitation to tender to three contractors or less than six if he considers that this gives the best value for money to the Authority. The Chief Fire Officer will maintain a record of such approvals.</p>	<p>(i) if a contract is required urgently this may be with any party, but this must be reported to the next meeting of the Authority AND (ii) the Chief Fire Officer may personally negotiate at any time; (iii) other buyers may only negotiate with the express written permission of the Chief Fire Officer personally; (iv) the result of any negotiation under this section and the reasons for the decision must be reported to the next meeting of the Authority; BEARING IN MIND THAT (v) a single supplier situation must be treated as a negotiation.</p> <p>The Chief Fire Officer may confine the invitation to tender to three contractors or less than six if he considers that this gives the best value for money to the Authority. The Chief Fire Officer will maintain a record of such approvals.</p>
	<p>The Chief Fire Officer shall ensure that the requirements of the Public Services (Social Value) Act 2012 are complied with by giving consideration to economic, social and environmental well-being, as well as value for money, in relation to the procurement of services.</p>			<p>The Chief Fire Officer shall ensure that the requirements of the Public Services (Social Value) Act 2012 are complied with by giving consideration to economic, social and environmental well-being, as well as value for money, in relation to the procurement of services.</p>
15.8	<p>Subject to European Union or other statutory thresholds, competitive tenders need not be invited for a proposed</p>			<p>Subject to European Union or other statutory thresholds, competitive tenders need not be invited for a proposed contract for any</p>

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	contract for any building, civil engineering or other works contract which forms part of or (in the opinion of the Chief Fire Officer, Treasurer and Clerk) could to the benefit of the Fire Authority form part of a serial or continuation programme, the terms of which have been negotiated with the contractor on the basis of the rates and prices contained in the initial contract awarded competitively following the invitation of tenders.			building, civil engineering or other works contract which forms part of or (in the opinion of the Chief Fire Officer, Treasurer and Clerk) could to the benefit of the Fire Authority form part of a serial or continuation programme, the terms of which have been negotiated with the contractor on the basis of the rates and prices contained in the initial contract awarded competitively following the invitation of tenders.
15.9	Where appropriate, the Authority's approved e-tendering system must be used for conducting the formal tender process for all procurements valued above the formal tender threshold, unless approval to do otherwise has been given by the Chief Fire Officer.			Where appropriate, the Authority's approved e-tendering system must be used for conducting the formal tender process for all procurements valued above the formal tender threshold, unless approval to do otherwise has been given by the Chief Fire Officer.
16.	List of Contractors			18 List of Contractors
16.1	The Authority will maintain lists of contractors who have the necessary skills, expertise and financial credibility required to provide goods, services, consultancy and works. These lists will be operated as a result of public advertisement, in local, national or European press and specialist publications, as appropriate, at least every 18 months, seeking expressions from interested companies to be included on the lists. The lists are to be used to invite tenders or quotations, as appropriate, in relation to opportunities	11.4.5	Buyers may invite tenders from: (i) contractors on any relevant select list; (ii) contractors who have expressed a specific interest following a specific notice in the press; (iii) any other contractor provided that the Chief Fire Officer gives his personal prior written approval.	The Authority will maintain lists of contractors who have the necessary skills, expertise and financial credibility required to provide goods, services, consultancy and works. These lists will be operated as a result of public advertisement, in local, national or European press and specialist publications, as appropriate, at least every 18 months, seeking expressions from interested companies to be included on the lists. The lists are to be used to invite tenders or quotations, as appropriate, in relation to opportunities for individual requirements for goods, services,

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	for individual requirements for goods, services, consultancy or works.			consultancy or works.
16.2	The list shall be maintained by or under arrangements approved by the Clerk.			The list shall be maintained by or under arrangements approved by the Clerk.
16.3	Where the Chief Fire Officer, Treasurer or Clerk, as appropriate, remove a name from the list, then the reasons for removal shall be recorded.			Where the Chief Fire Officer, Treasurer or Clerk, as appropriate, remove a name from the list, then the reasons for removal shall be recorded.
16.4	The list shall indicate in respect of a person or body whose name is included on it, the categories of contract, and the values or amounts in respect of those categories for which approval has been given.			The list shall indicate in respect of a person or body whose name is included on it, the categories of contract, and the values or amounts in respect of those categories for which approval has been given.
16.5	The list shall be reviewed periodically and no less frequently than every three years.			The list shall be reviewed periodically and no less frequently than every three years.
16.6	Contractors shall be entitled to apply to be included on the list at any time, whether or not an advertisement has recently been issued, and shall have their application dealt with reasonably promptly.			Contractors shall be entitled to apply to be included on the list at any time, whether or not an advertisement has recently been issued, and shall have their application dealt with reasonably promptly.
17.	Submission and Opening of Tenders			19. Submission and Opening of Tenders
17.1	Whenever a tender is invited, the invitation shall state that each tender shall be delivered to the Clerk not later than a specified date and time. In the case of manual tenders, they must be enclosed in a sealed envelope bearing the word "Tender..." followed by the subject to which it relates and the date and time of receipt.	11.4.6	The Clerk is responsible for the receipt and opening of tenders, except where under agreement with the Clerk, this is carried out on the Services behalf through a third party approved IT based electronic system/process.	The Clerk is responsible for the receipt and opening of tenders, except where under agreement with the Clerk, this is carried out on the Services behalf through a third party approved IT based electronic system/process.
		11.4.7	Buyers must advise tenderers:	[To be included in procedures, not

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			<p>(i) of the closing date (including a time);</p> <p>(ii) of the criteria for making a decision;</p> <p>(iii) that tenders will be invalid unless they (or alterations to them):</p> <p>(a) are sent in a sealed envelope marked 'Tender' addressed to the Clerk of the Wiltshire and Swindon Fire Authority, identifying the contract involved and the closing date, except where under agreement with the Clerk, tenders are received through a third party approved IT based electronic system/process.</p> <p>(b) are received before the closing date.</p>	regulations].
17.2	Tenders submitted in accordance with this Rule shall remain in the custody of the Clerk or an officer designated by the Clerk until the time appointed for their opening.			Tenders submitted in accordance with this Rule shall remain in the custody of the Clerk or an officer designated by the Clerk until the time appointed for their opening.
17.4	An officer designated by the Clerk to receive tenders shall indicate on the envelope the date and time of receipt by him or her.			An officer designated by the Clerk to receive tenders shall indicate on the envelope the date and time of receipt by him or her.
17.5	Tenders shall be opened at one and the same time, in the presence of an officer designated by the Clerk and an officer designated by the Chief Fire Officer for the purpose. A record shall be maintained showing the number of tenders received and all tenders shall be kept for two years.	11.4.9	Tender opening sessions should be arranged to suit the buyer's requirements, provided that sufficient notice is given, and must be conducted according to any procedure required and approved by the Clerk.	Tender opening sessions should be arranged to suit the buyer's requirements, provided that sufficient notice is given, and must be conducted according to any procedure required and approved by the Clerk. Tenders shall be opened at one and the same time, in the presence of an officer designated by the Clerk and an officer designated by the Chief Fire Officer for the purpose. A record shall be maintained

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				showing the number of tenders received and all tenders shall be kept for two years.
17.6	Any tender received after the latest date and time for receipt shall be endorsed by the Clerk or his or her designated officer, with a note of the date and time of receipt. Any such tender shall not be considered unless it is the only tender which has been received at the time when it is opened. In the case of contracts for the sale of land, those administering a tendering exercise must also have regard to the over-riding requirement of Section 123 of The Local Government Act 1972 to obtain the best price reasonably available which will require the investigation of a late tender, if it appears likely to provide the best consideration, and if no contract has yet been entered into.	11.4.8	Late or otherwise invalid tenders must be opened to enable the contractor to be advised of the reason for disqualification, but must not be considered except where permitted by any procedures issued by the Clerk or by the Treasurer. THIS REGULATION MUST BE ENFORCED RIGOROUSLY, since it is a vital part of ensuring that the tender process is fair and legal.	<p>Late or otherwise invalid tenders must be opened to enable the contractor to be advised of the reason for disqualification.</p> <p>Any such tender shall not be considered unless it is the only tender which has been received at the time when it is opened or except where permitted by any procedures issued by the Clerk or by the Treasurer..</p> <p>In the case of contracts for the sale of land, those administering a tendering exercise must also have regard to the over-riding requirement of Section 123 of The Local Government Act 1972 to obtain the best price reasonably available which will require the investigation of a late tender, if it appears likely to provide the best consideration, and if no contract has yet been entered into.</p>
18.	Acceptance of Tenders			20. Acceptance of Tenders
18.1	A contract may be awarded by the Chief Fire Officer to the contractor whose tender is judged to provide the best value to the Authority.			A contract may be awarded by the Chief Fire Officer to the contractor whose tender is judged to provide the best value to the Authority.
18.2	The Chief Fire Officer may award a contract on the following basis:			The Chief Fire Officer may award a contract on the following basis:
(a)	The tender judged to provide the best value to the Authority on the basis of the application of an appropriate Tender Evaluation Model which has been approved in advance by the Chief Fire	11.4.10	If the Best Tender (or any better price that can be negotiated with the best tenderer) is not to be accepted, the express prior approval of a Brigade Manager must be obtained, and the reasons must be	The best tender judged to provide the best value to the Authority on the basis of the application of an appropriate Tender Evaluation Model which has been approved in advance by the Chief Fire Officer before

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(b)	<p>Officer before any tender is opened.</p> <p>The lowest tender if payment is to be made or the highest if payment is to be received, which meets the tender specification and/or performance targets and can demonstrate best value.</p>		<p>recorded in writing, and the decision must subsequently be reported to the Authority.</p>	<p>any tender is opened.</p> <p>The lowest tender if payment is to be made or the highest if payment is to be received, which meets the tender specification and/or performance targets and can demonstrate best value.</p>
18.3	<p>Advice is available from Financial Services on the development and application of tender evaluation models which can assess tenders on the basis of price and quality.</p>			<p>Advice should be sought from the Treasurer on the development and application of tender evaluation models which can assess tenders on the basis of price and quality</p>
19.	Post-tender Negotiation			21. Post-tender Negotiation
19.1	<p>Post-tender discussions</p> <p>For the purposes of tender evaluation, it is acknowledged that from time to time it is necessary for discussions with tenderers to take place in order to clarify any aspect of the information provided including price. Such post-tender discussions are to be undertaken solely by an officer designated by the Chief Fire Officer in a controlled manner that affords all valid tenderers an equitable opportunity to clarify their tender submissions. It expressly does not extend to encompass negotiations on price.</p>			<p>Post-tender discussions</p> <p>For the purposes of tender evaluation, it is acknowledged that from time to time it is necessary for discussions with tenderers to take place in order to clarify any aspect of the information provided including price. Such post-tender discussions are to be undertaken solely by an officer designated by the Chief Fire Officer in a controlled manner that affords all valid tenderers an equitable opportunity to clarify their tender submissions. It expressly does not extend to encompass negotiations on price.</p>
19.2	<p>Post-tender negotiations</p>			<p>Post-tender negotiations</p>

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	<p>Post-tender negotiations shall only be permitted with the express written approval of the Chief Fire Officer in respect of which the following procedures are applicable:</p>		<p>Post-tender negotiations shall only be permitted with the express written approval of the Chief Fire Officer in respect of which the following procedures are applicable:</p>
(a)	<p>The officer designated by the Chief Fire Officer is responsible for preparing any application to the Chief Fire Officer seeking permission to conduct post-tender negotiations on price, contract specification or contract conditions. In the event that it is proposed that post-tender negotiations should exclude the lowest compliant tender, the necessary written agreement shall first be obtained in accordance with the provisions of Contract Procedure Rule 18.</p>		<p>(a) The officer designated by the Chief Fire Officer is responsible for preparing any application to the Chief Fire Officer seeking permission to conduct post-tender negotiations on price, contract specification or contract conditions. In the event that it is proposed that post-tender negotiations should exclude the lowest compliant tender, the necessary written agreement shall first be obtained in accordance with the provisions of Contract Procedure Rule 20.</p>
(b)	<p>The application to conduct post-tender negotiations to be submitted to the Chief Fire Officer in accordance with this paragraph shall include the following details:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Copies of all tenders received by the due date. <input type="checkbox"/> A report documenting the process to date with full details of the initial tender evaluation that has been carried out. <input type="checkbox"/> A report detailing fully the reasons why post-tender negotiations are proposed and the 		<p>(b) The application to conduct post-tender negotiations to be submitted to the Chief Fire Officer in accordance with this paragraph shall include the following details:</p> <ul style="list-style-type: none"> • Copies of all tenders received by the due date. • A report documenting the process to date with full details of the initial tender evaluation that has been carried out. • A report detailing fully the reasons why post-tender negotiations are proposed and the purposes/objectives to be

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	<p>purposes/objectives to be achieved.</p> <p>□ A report specifying the criteria used to select the preferred tenderer, or preferred tenderers, as the case may be, to be subject to the proposed post-tender negotiations.</p> <p>(c) Applications approved by the Chief Fire Officer shall be endorsed accordingly.</p> <p>(d) All approved post-tender negotiations shall be supervised by the officer designated by the Chief Fire Officer. In conducting post-tender negotiations, the officer designated by the Chief Fire Officer shall be accompanied at all times by a second officer duly authorised by the Chief Fire Officer for the purpose.</p> <p>(e) All post-tender negotiations must be recorded formally either in writing (including fax and e-mail) or by minuted meetings. Such written records or minutes are required to be endorsed as a correct record by the officer designated by the Chief Fire Officer, the second officer duly authorised in accordance with paragraph 19.2(d) and the designated representative of the tenderer.</p> <p>(f) When post-tender negotiations have been concluded, the officer designated</p>		<p>achieved.</p> <ul style="list-style-type: none"> • A report specifying the criteria used to select the preferred tenderer, or preferred tenderers, as the case may be, to be subject to the proposed post-tender negotiations. <p>(c) Applications approved by the Chief Fire Officer shall be endorsed accordingly.</p> <p>(d) All approved post-tender negotiations shall be supervised by the officer designated by the Chief Fire Officer. In conducting post-tender negotiations, the officer designated by the Chief Fire Officer shall be accompanied at all times by a second officer duly authorised by the Chief Fire Officer for the purpose.</p> <p>(e) All post-tender negotiations must be recorded formally either in writing (including fax and e-mail) or by minuted meetings. Such written records or minutes are required to be endorsed as a correct record by the officer designated by the Chief Fire Officer, the second officer duly authorised in accordance with paragraph 21.2(d) and the designated representative of the tenderer.</p> <p>(f) When post-tender negotiations have been concluded, the officer designated by</p>
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(g)	<p>by the Chief Fire Officer shall submit a tender acceptance report to the Chief Fire Officer for approval which shall be supported by the full documentary evidence specified in paragraph 19.2(e).</p> <p>The tender file shall include the documentary evidence specified in this paragraph and shall be held for future reference and audit scrutiny.</p>			<p>the Chief Fire Officer shall submit a tender acceptance report to the Chief Fire Officer for approval which shall be supported by the full documentary evidence specified in paragraph 21.2(e).</p> <p>(g) The tender file shall include the documentary evidence specified in this paragraph and shall be held for future reference and audit scrutiny</p>
20.	Alternative Methods of Tendering and Procurement	11.5	Alternative Procurement Provisions	22 Alternative Procurement Provisions
20.1	<p>On application from the Chief Fire Officer, the Clerk and the Treasurer may approve in writing from time to time alternative methods of tendering and procurement within the scope and purpose of these rules.</p>	11.5.1	<p>As an alternative to the provisions of Regulation 11.4, buyers may procure supplies and services through a framework agreement or through arrangements with consortia, brokers or other agents provided that the buyer can demonstrate that procurement through such an agreement or arrangement is the most economically advantageous way of procuring the supplies or services, or that there are special factors which justify such an agreement or arrangement (e.g. the specialist expertise of brokers).</p> <p>Buyers procuring supplies or services</p>	<p>On application from the Chief Fire Officer, the Clerk and the Treasurer may approve in writing from time to time alternative methods of tendering and procurement within the scope and purpose of these rules.</p> <p>[Included above see section 7.1]</p>

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			under the provisions of this Regulation must be satisfied that full, open and fair competition in respect of the creation of framework agreements or contracts entered into by consortia, brokers and other agents have taken or will take place in accordance with relevant legislation and EU directives.	
21.	Safeguards for Due Performance			23. Safeguards for Due Performance
21.1	Irrespective of value, contracts for building, engineering or other works shall always seek to safeguard due performance and in appropriate cases provide for liquidated damages to be paid by the contractor in the event of the contract not being duly performed.			Irrespective of value, contracts for building, engineering or other works shall always seek to safeguard due performance and in appropriate cases provide for liquidated damages to be paid by the contractor in the event of the contract not being duly performed.
22.	Assignment or Sub-letting			24. Assignment or Sub-letting
22.1	A clause shall, where appropriate, be inserted in every written contract for the execution of work or supplies or services, prohibiting the assigning or sub-letting of the contract without the previous written consent of the Chief Fire Officer.			A clause shall, where appropriate, be inserted in every written contract for the execution of work or supplies or services, prohibiting the assigning or sub-letting of the contract without the previous written consent of the Chief Fire Officer.
22.2	Where under the terms of a contract a sub-contractor or supplier is to be nominated by the Fire Authority to a main contractor, the Chief Fire Officer shall, wherever practical, comply with these rules as though the sub-contract were a contract with the Fire Authority.			Where under the terms of a contract a sub-contractor or supplier is to be nominated by the Fire Authority to a main contractor, the Chief Fire Officer shall, wherever practical, comply with these rules as though the sub-contract were a contract with the Fire Authority.
23.	Compliance with Standards			25. Compliance with Standards
23.1	Where an appropriate International,	11.7.5	Buyers must contract for goods and	Where an appropriate International,

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	<p>European or British Standard specification, British Standard Code of Practice issued by the British Standards Institution or Public Authority Standard is current at the date of the tender, then unless there is, in the opinion of the Chief Fire Officer, good and sufficient reason to the contrary, every written contract shall require that all goods and materials used or supplied and all workmanship shall be in accordance with that standard. However, in accordance with European Union Law, no contract shall require the indication of a particular trademark, patent, type or specific origin unless this is essential and is qualified by the words "or equivalent".</p>		<p>services of appropriate quality, and check that what is received meets the requirements. Particular care must be taken to ensure that goods comply with relevant legislation, including Health & Safety.</p>	<p>European or British Standard specification, British Standard Code of Practice issued by the British Standards Institution or Public Authority Standard is current at the date of the tender, then unless there is, in the opinion of the Chief Fire Officer, good and sufficient reason to the contrary, every written contract shall require that all goods and materials used or supplied and all workmanship shall be in accordance with that standard. However, in accordance with European Union Law, no contract shall require the indication of a particular trademark, patent, type or specific origin unless this is essential and is qualified by the words "or equivalent".</p>
24.	Corruption and Anti-competitive Practice			26. Corruption and Anti-competitive Practice
24.1	<p>Every contract shall provide that the Authority may cancel the contract and recover from the contractor the amount of any loss resulting from such cancellation, if:</p>			<p>Every contract shall provide that the Authority may cancel the contract and recover from the contractor the amount of any loss resulting from such cancellation, if:</p>
24.1 (i)	<p>the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the contract or any other contract with the Authority, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or</p>			<p>the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the contract or any other contract with the Authority, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the</p>

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<p>24.1 (ii)</p> <p>24.1 (iii)</p>	<p>any other contract with the Authority; or</p> <p>if the like acts shall have been done by any person employed by the contractor or any person employed by it or acting on its behalf (whether with or without the knowledge of the contractor); or</p> <p>if in relation to any contract with the Authority the contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972.</p>			<p>Authority; or</p> <p>if the like acts shall have been done by any person employed by the contractor or any person employed by it or acting on its behalf (whether with or without the knowledge of the contractor); or</p> <p>if in relation to any contract with the Authority the contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972.</p>
<p>24.2</p>	<p>Similarly all tender and contract documents must contain the appropriate clause and a Collusive and Bona Fide Certificate requiring a signature from each contractor submitting a tender document that provides protection to the Authority and the right to terminate the contract and reclaim costs in the event of a contractor proven to have acted in an anti-competitive manner and/or have colluded with others in their tender or contract submission or proposal.</p>			<p>Similarly all tender and contract documents must contain the appropriate clause and a Collusive and Bona Fide Certificate requiring a signature from each contractor submitting a tender document that provides protection to the Authority and the right to terminate the contract and reclaim costs in the event of a contractor proven to have acted in an anti-competitive manner and/or have colluded with others in their tender or contract submission or proposal.</p>
<p>25.</p>	<p>Amendments to Contract Procedure Rules</p>			<p>27. Amendments to Contract Procedure Rules</p>
<p>25.1</p>	<p>Any amendments to these Contract</p>			<p>Any amendments to these Contract Standing</p>

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	Procedure Rules are to be drawn up jointly by the Chief Fire Officer, Treasurer and Clerk and be approved by the Authority.			Orders are to be drawn up jointly by the Chief Fire Officer, Treasurer and Clerk and be approved by the Authority.
26.	Financial Thresholds			Financial Thresholds
26.1	The Treasurer may amend the financial thresholds from time to time reflecting changes in national price indices, statutory provisions or guidance from other bodies (eg Audit Commission, HMI, etc). Any such change shall be reported for information to all members of the Authority. A full list of thresholds is provided at Appendix A for ease of reference.			The Treasurer may amend the financial thresholds from time to time reflecting changes in national price indices, statutory provisions or guidance from other bodies (eg Audit Commission, HMI, etc). Any such change shall be reported for information to all members of the Authority. A full list of thresholds is provided at Appendix A for ease of reference.
		11.2.1	<p>Subject to the provisions of these Regulations, and to the Clerk being satisfied as to the propriety of the contract process, the Chief Fire Officer is responsible for:</p> <ul style="list-style-type: none"> •preparing specifications; •drawing up invitations to quote; •deciding whom to invite to quote; •evaluating quotes; •negotiating; •maintaining select lists of approved potential contractors; •ensuring compliance with the principles of Best Value. 	[to be Included in procurement procedures]
		11.7.1	All orders will be placed using the appropriate official order form, quoting references, terms and conditions as	[Not required] – part of financial procedures

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			required by the Chief Fire Officer.	
		11.7.3	Buyers should consider requiring a performance bond where an assessment of the risk justifies it, to protect the Authority against the extra costs of remedying defects or procuring the service from another contractor, but the process must be in line with any guidance issued by the Treasurer, and must not be anti-competitive.	[to be Included in procurement procedures]
		11.7.4	For contracts above £75,000, buyers must be satisfied of the financial viability of tenderers, in line with any vetting procedures determined by the Treasurer.	[to be Included in procurement procedures]
		11.7.,6	Buyers must not pay for goods and services until they have been received, except with the prior approval of a Brigade Manager.	[Not required] – part of financial procedures