

STANDING ORDERS OF THE COUNCIL

(C) CONTRACTS

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ORDER C.1 - DEFINITIONS AND INTERPRETATION

C.1.1 In these Contracts Standing Orders the following words shall have the meanings given to them below:

“CHAS or SSIP”	Health and Safety pre-qualification schemes: CHAS – www.chas.gov.uk SSIP – www.ssip.org.uk
“Client”	The person responsible for the Commissioning and delivery of goods, works or services on behalf of their Service, who is working directly with the Procurement Professional; the ‘Client’ of the Procurement Professional who is responsible for the tendering process.
“Commissioning”	A continuous process through which Commissioners identify need; plan, source, deliver and performance manage activity. See ‘The Commissioning Process’ document, available from Commercial Services, for more information.
“Contract”	An agreement for the purchase or hire by the Council of goods, works or services, including on a concession basis.
“Contract Lead”	The person who has overall administrative control of the Contract.
"Contractor"	Includes a tenderer or any other person or organisation delivering a Contract.
“Contract Value”	The estimated total of the money payments to be made by the Council and the value of materials or other benefits to be retrieved or enjoyed by the Contractor for the whole period of the Contract, including any potential extensions; it is exclusive of VAT.
“Council Contract”	A Contract competitively let by Commercial Services, on behalf of the Authority, where there is a routine or commonly recurring requirement across the Council.

“Criteria”	Means the information provided to enable the evaluation of tenders received.
“European Union Procurement Directives”	DIRECTIVE 2004/18/EC, as amended & DIRECTIVE 2004/17/EC, as amended.
“External Body”	As defined under the circumstances at C.1.1.3; this specifically excludes external organisations that are contracted to supply goods, works or services to or on behalf of the Council, unless compliance with the competitive requirements of these Orders is a term of the Contract.
“High Risk Work”	Work that involves or includes demolition; the removal or treatment of asbestos; confined spaces or work at height (such as the erection, alteration or dismantling of scaffolding, work on roofs and steeples, abseiling or window cleaning).
“In-House Provider”	A Council department which can provide goods, works or services to other Council departments whether charged for or not. It does not include any separate legal entity.
“Orders”	These Standing Orders for Contracts.
“Part B Services”	As identified as such in the Regulations and European Union Procurement Directives.
“Procurement Professional”	A Council officer who is either 1) a qualified procurement professional or 2) a procurement professional by way of their Council role as a buyer of goods, works or services. Commercial Services will hold a list of Procurement Professionals.
“Public Procurement Regulations” or “Regulations”	The Public Contracts Regulations 2006, as amended & The Utilities Contracts Regulations 2006, as amended.
“Senior Responsible Officer” or “SRO”	The Head of Service or other Officer nominated in writing by the Head of Service to act in their place.

“RIDDOR”	The Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995.
“School Contract”	A Contract let by the governing body of a school acting in the exercise of its powers in respect of a delegated budget.
“Tender Process Manual”	The processes, procedures and templates issued by Commercial Services which must be adhered to by Procurement Professionals.
“Waiver of Contract Standing Orders” or “Waiver”	A specific or general exemption from a requirement or number of requirements of these Orders granted by the Director of <u>Finance and Commercial Services</u> under Order C2.3.1

C.1.2 A reference in these Orders to any Act of Parliament shall include a reference to any statute for the time being in force replacing or re-enacting that Act.

C.1.3 In determining whether an agreement falls within the definition of a Contract above then it is the substance of the agreement that will be determinative not the form. If the effect of the agreement is that the Council has services, works, or goods delivered for it or on its behalf then for the purposes of these Orders it is a Contract. Using other wording or titles (e.g. grant, memorandum of understanding etc.) for an agreement by which the Council has services, works, or goods delivered for it or on its behalf does not avoid the application of these Orders.

C.1.4 Any reference in these Orders to the Director of Finance and Commercial Services, an Assistant Director of Finance and Commercial Services, the Director of Legal and Governance or an Assistant Director of Legal and Governance shall include a reference to an officer authorised by them to act on their behalf.

ORDER C.2 - GENERAL

C.2.1 Application of Standing Orders

C.2.1.1 The procurement and award of a Contract shall comply with these Orders unless:

- C.2.1.1.1 an exemption applies (see Order C.2.2);
- C.2.1.1.2 a Waiver of Contract Standing Orders has been granted or is not required under Order 2.3; or
- C.2.1.1.3 the Contract is a School Contract (these should be let in accordance with the Finance Manual for Schools).

C.2.1.2 External Bodies

An SRO shall require External Bodies to comply with these Orders (or alternatively, any other written procurement rules adopted by that body which have been approved by the Director of [Finance and Commercial Services](#)) whenever the External Body undertakes a procurement of goods, works or services in any of the following circumstances:

- Where the External Body is undertaking the procurement on behalf of the Council, specifically acting as its procurement agent; or
- Where the procurement is being undertaken by the External Body on its own behalf, or for some third party, but is being funded by financial assistance from the Council and it is a condition of that assistance that these Orders shall apply; or
- Where the Council is the “accountable body” for the External Body (unless the terms of the Council being accountable body require different requirements to be observed and those different requirements are a condition of the funding to the External Body; or
- Where the External Body is a company under the control of the City Council within the meaning of *section 68 Local Government and Housing Act 1989*.

C.2.1.3 Where the External Body is another local authority undertaking the procurement as the ‘commissioning authority’ on behalf of the Council and any other parties, the financial regulations and procurement rules of that other local authority may be relied upon. However, the SRO for the Service to which the Contract relates shall ensure that the procurement is carried out in accordance with

applicable EU Procurement Rules and Regulations and obtain confirmation of this in writing from the commissioning authority.

C.2.1.4 *EU Procurement Law and Part B Services*

Every Contract shall be let in accordance with legal requirements, including the Regulations and European Union Treaty law. Those requirements shall prevail in the case of any conflict with these Orders

Some Contracts will be subject to the rules set down in the European Union Procurement Directives and Regulations. These rules will apply to Contracts for supplies, services and works above certain thresholds; the level of each threshold is subject to review by the EU. Only certain services are fully covered by the Regulations. The Procurement Professional undertaking the tender exercise will be responsible for compliance with the Regulations, where applicable, including checking the threshold levels. Appropriate time must be allocated to enable the required EU procurement processes to take place.

Under the European Public Procurement Directives and the Regulations Part B Services are exempt from the detailed procurement procedures in the Procurement Regulations but above threshold Contracts are still caught by the other obligations in the Procurement Regulations. Below threshold Part B Services are subject to general EU Treaty law on procurement and the statutory duty to provide Best Value.

Best practice is that this is best proven by utilising proper competitive procurement procedures. Therefore these Orders apply in full to Part B Services.

C2.1.5 *Grant Funding*

Where a the Council receives a grant that is used to fund the provision of goods, works or services under a Contract then these Orders apply in full to the procurement of the goods, works or services.

Where funding received by the Council, which the Council administers on the funding body's behalf and the funding body has attached grant conditions which make compliance with these Orders unachievable, and this has been agreed by the Director of [Finance and Commercial Services](#), then to the extent necessary to comply with the grant conditions these Orders do not apply.

C2.1.6 *In-House Providers*

Where the Council has an In-House Provider, that is capable of meeting a requirement, they must be used without competition, except where the Director of Finance and Commercial Services has determined that Supplies or Services of a particular kind will be subject to a competitive process.

Where it is deemed that an In-House Provider might not provide value for money, the Director of Finance and Commercial Services will advise on any benchmarking process that should take place and whether there ought to be a competitive process. Any involvement of the In-House Provider in the benchmarking or competitive processes will be approved by the Director of Finance and Commercial Services. A list of In-House Providers that have been assessed as providing value for money for internal Clients may be held by Commercial Services

C2.1.7 *Council Contracts*

Where the Council has a Council Contract, that is capable of meeting a requirement, they must be used without competition, except where the Director of Finance and Commercial Services has determined that Supplies or Services of a particular kind will be subject to a competitive process. A list of Council Contracts will be held by Commercial Services.

C2.1.8 *Framework Agreements*

The Council and other contracting authorities have in place agreements where one or a number of suppliers have been appointed to a framework to deliver goods, works or services. These framework agreements allow Contracts to be placed without the need for a further public procurement exercise. Where a Contract is let under a framework then provided;

- The use of the particular framework was included in the approved procurement strategy;
- In the case of a framework agreement let by another contracting authority its use has been approved by the Director of Finance and Commercial Services; and
- It is done so in accordance with the terms of the framework (including any requirement for a mini tender amongst the suppliers on the framework).

then the competitive requirements set out in these Orders shall not apply.

C2.1.9 *Market Development*

Where there are no existing suppliers with the required competence a Grant (in which case these Orders do not apply – but see Order C.1.3) or Contract can be used to stimulate the development with an agreed partner or supplier. Where a Contract is to be used these Orders apply and a Waiver from the competitive requirements will be required. Before granting a Waiver the Director of Finance and Commercial Services will need to be satisfied that there are no existing suppliers with the required competence and any Waiver granted will be time limited to ensure that when the new service market is operational other new entrant suppliers in that market have the opportunity to bid for the service provision.

C.2.2 **Exemptions**

C.2.2.2 For the avoidance of doubt, the following types of expenditure are not Contracts or are exempt from the competitive requirements set out in these Orders, and a Waiver is not required (If in doubt, seek advice from Commercial Services):

C.2.2.2.1 Offers of employment which makes an individual an employee of the Council.

C.2.2.2.2 When dealing with:

- Acquisition, disposal or transfer of interests in or rights over land/property (which do not form part of a wider transaction where the Council procures works, goods or services);
- Disposal of surplus goods;
- Items purchased or sold by public auction (in accordance with arrangements agreed by the Executive Director of Resources);
- Compensation Payments e.g. relating to Compulsory Purchase Orders and Insurance;
- Customer refunds e.g. Planning Refunds, Rent Refunds etc.;
- Grant agreements where the Council either receives or gives a grant (but see Orders C.1.3 and C.2.1.7 above).

C.2.2.2.3 For certain Contracts where the Council is obliged by statute or any other legal provision to use only one

supplier (e.g. works orders only with utility infrastructure providers – Gas Mains, for example). Officers should seek to negotiate such terms and conditions that are in the best interests of the Council.

- C.2.2.2.4 For expenditure with sole source organisations, such as Central Government bodies; these are statutory services where no genuine alternative exists. Officers should seek to negotiate such terms and conditions that are in the best interests of the Council.
- C.2.2.2.5 For expenditure with In-House Providers under Order C2.1.6.
- C.2.2.2.6 For expenditure with a Council Contract under Order C2.1.7.
- C.2.2.2.7 For expenditure under a framework agreement under Order C2.1.8

All queries in relation to the above exemptions should be directed to Commercial Services; in cases of dispute, the Director of Finance and Commercial Services' decision will be final.

C2.3 **Waivers of Standing Orders**

- C2.3.1 The Director of Finance and Commercial Services may grant a specific or general exemption from a requirement or number of requirements of these Orders in special circumstances. The decision shall include the reasons for the exemption.
- C2.3.2 An application for a Waiver shall be made in such form and include such information as required by the Director of Finance and Commercial Services.
- C2.3.3 Where a Waiver relates to a proposed contract with a Contract value over £50,000 then the request shall be reviewed by the relevant Executive Director before submission and they shall sign the request to confirm their approval.
- C2.3.4 There is no requirement to obtain a Waiver where it is not intended to follow the competitive requirements of these Orders if the proposed Contract Value is below £2500. The competitive requirements should be followed unless there is justification not to do so and it is the responsibility of the

SRO to ensure that the reason is justified and is recorded in writing.

C2.3.5 A Waiver cannot as a matter of law excuse non-compliance with European Union Procurement Directives, the Regulations and EU Treaty Law. Advice should be sought on the impact of these in relevant cases.

C2.3.6 Guidance on Waivers is available from Commercial Services and must be adhered to.

C.2.4 **Compliance and Contraventions**

C.2.4.1 All Officers must comply with Contracts Standing Orders.

C.2.4.2 Each Senior Responsible Officer shall ensure that Contracts let by his or her Service comply with these Orders.

C.2.4.3 All Officers have a duty to report unauthorised breaches of these Orders to the Director of [Finance and Commercial Services](#).

C.2.4.4 Where any Officer has been found to be in breach of these Orders then appropriate action will be taken. The purpose of the action is to provide guidance for those who inadvertently breach the requirements of these orders and more formal action for those who persistently and/or deliberately breach the requirements. These actions are likely to include the following and it should be noted that for a deliberate and serious breach first breach any of these action might be deemed appropriate;

C.2.4.4.1 For a first or subsequent inadvertent breach the Category Manager will provide guidance and support and explain the potential consequences of failure to follow the controls. This will be confirmed by email with the Officer and kept for one year.

C.2.4.4.2 For a second breach this will be discussed with the Officer and their line manager and if a deliberate disregard then actions to stop reoccurrence will be agreed via email with line manager and the officer.

C.2.4.4.3 For a further breach it will again be discussed with the line manager and individual formally and a course of action agreed. If it is a further deliberate breach then enforcement action may be required. This will be appropriate to the circumstances and agreed with the line manager. This

could for example include formal action under the Council's Disciplinary Procedure and/or removing financial delegated authority to raise or approve orders.

C.2.5 **Contract Value**

The Contract Value must not be underestimated, and the Contracts must not be subdivided in order to avoid the application of the European Union Directives, the Regulations or these Orders. For concession contracts the value of the benefit must be realistically estimated.

C.2.6 **Conflicts of Interest**

In keeping with the Council's Financial Regulations, Officers and Members must formally declare any relationships with existing or potential Council Contractors prior to the obtaining of quotations or the awarding of Contracts, in accordance with relevant Codes of Conduct.

C.2.7 **Nomination**

The Council will not normally nominate sub-contractors or suppliers to its Contractors and the consent of the Director of [Finance and Commercial Services](#) is required to do so. However, Contractors will be actively encouraged to utilise local suppliers or sub-contractors and to recruit locally, whilst complying with relevant legislation.

C.2.8 **Transfer of Employees**

Where a Contract will result in the transfer of employees, the relevant law, policies and procedures of the Council should be complied with at all times.

C.2.9 **Extensions and Variations of Contracts**

Where it is intended to extend the term of a Contract (including where the contract provides for such an extension) or vary a Contract to include new or revised goods, works or services then if the Contract Value after extension or variation being applied will be increased by the greater of;

C.2.9.1 £25,000 (Goods) or £50,000 (Works or Services); or

C. 2.9.2 10% of the Contract Value when the Contract was initially let,

then the consent of the Director of [Finance and Commercial Services](#) will be required before the Contract is extended or varied. In deciding whether to give such consent the Director of [Finance and Commercial Services](#) will require the submission of a procurement strategy. Any consent should be sought at an early stage to allow for other procurement methods to be undertaken if it is determined that an extension or variation is not the appropriate route.

C2.10 **Executive Decision Making of the Council**

These Orders are in addition to and are not a replacement of the Council's Executive decision making process under the Leader's Scheme of Delegations. It is the responsibility of the Client to ensure that any relevant Executive Decision (including approval of procurement strategy and contract award) is made in accordance with the law, the Council's constitution and the Leader's Scheme of Delegations. The Director of Finance and Commercial Services may refuse to approve a procurement strategy or contract award under these Orders if he is not satisfied that the relevant Executive Decisions have or will be made.

ORDER C.3 - COMMISSIONING

C.3.1 General

In all cases, the Council's approved approach to Commissioning should be followed. For further information, please contact Commercial Services.

C.3.2 Commissioning responsibilities of the Client

C.3.2.1 Before starting the process of letting a Contract, the Client will need to consider a range of issues in order to ensure that the right approach is adopted. The responsibilities of the Client include:

- C.3.2.1.1 Defining what the requirement is – including desired quality standards and outcomes – and how much it is likely to cost;
- C.3.2.1.2 Ensuring appropriate budgetary and other approval (including approval of the procurement strategy in accordance with the Leader's scheme of delegations) has been granted;
- C.3.2.1.3 Ensuring needs analysis for the requirement has been carried out adequately with stakeholders and end users;
- C.3.2.1.4 Ensuring sustainability considerations are adequately considered;
- C.3.2.1.5 Ensuring appropriate consideration has been given to potential Human Resources, Legal and any other implications;
- C.3.2.1.6 Ensuring requirements align with the Council's objectives and priorities, as defined in the Corporate Plan and adopted policies;
- C.3.2.1.7 Ensuring compliance with any statutory and other duties in the commissioning process are complied with e.g. Equalities Act 2010, Best Value duty, Public Services (Social Value) Act 2012 duties, public law consultation duties, requirements of Compact with voluntary sector etc.
- C.3.2.1.8 Ensuring a Procurement Professional is engaged at an early stage of the Commissioning process, and undertakes any resulting tendering exercise. Commercial Services holds a list of Procurement Professionals..

ORDER C.4 - PROCUREMENT STRATEGY

C.4.1 General

C.4.1.1 The procurement strategy used on all tendering for every Contract with a Contract Value over £25,000 (Goods and Services) or over £50,000 (Works), must be consistent with this Order and any relevant legislation and this must be confirmed by the Director of Finance and Commercial Services. Where appropriate, the financial, human resources, legal and equalities implications must be agreed with the relevant department before the procurement strategy is presented to the Director of Finance and Commercial Services. Where it is known that for a Contract with a Contract Value under these financial thresholds a tendering exercise would produce the best outcome for the Council, the SRO should contact Commercial Services, where a Procurement Professional will be allocated to undertake the procurement exercise.

C.4.1.2 For Capital Expenditure Projects the SRO must also obtain approval from the Capital Programme Group (CPG). Confirmation that the procurement strategy is consistent with this Order and any relevant legislation, as required by C.4.1.1, may be obtained at the CPG.

C.4.1.3 Where a competitive tender process will be undertaken, a Procurement Professional must run the tendering process (see Order C.5), in conjunction with the Client, in adherence with the Tender Process Manual and associated instructions and with reference to the Procurement Policy issued by Commercial Services.

C.4.2 Contract Value less than £25,000 (Goods) or less than £50,000 (Works or Services)

C.4.2.1 The SRO is responsible for ensuring a clear audit trail is maintained for the necessary period for all decisions made.

C.4.2 The Council's Acquisition Model for Goods and Services

C.4.2.1 Reasonable steps shall be taken to ensure value for money for the Council which, as a minimum, shall include following the Council's Acquisition Model in the following order

C.4.2.2.1 Step 1 use of the Council In-House Providers;

C.4.2.2.2 Step 2 considering if the goods and/or services can be made available from current inventories;

C.4.2.2.3 Step 3, considering if the goods and/or services can be purchased from an existing e-catalogue or existing Council Contract;

C4.2.2.4 Step 4, if the above are not possible and the total contract value of the goods and/or services is less than £2,500 proceed with making the purchase. The SRO is responsible for ensuring a clear audit trail is maintained for the necessary period for all decisions made to show Best Value in this case.

C.4.2.2.5 Step 5, for a contract for goods and/or services over £2,500 but less than £150,000 the Council's Sourcing Team within Finance and Commercial Services **must** be used. They will attempt to electronically source quotations (usually a minimum of 3 written quotations, with 1 local supplier where possible) for the goods and/or services. Written records and details will be kept by the Sourcing Team.

C4.2.2.6 Step 6, for Contracts of Goods with a value of £150,000 and above, a formal competitive tender process must take place. The Council must treat the tender process with probity and act in an open and transparent way throughout.

C4.2.2.7 A Procurement Professional must determine the appropriate choice of tender procedure to follow, as detailed in the Tender Process Manual or required by law.

C.4.2.2.8 Each Contract to be let under Step 6 shall be given appropriate publicity to bring it to the attention of suitable providers.

C.4.2.2.9 Some Contracts will be subject to the rules set down in the European Union Procurement Directives and Regulations. These rules will apply to Contracts for supplies, services and works above certain thresholds; the level of each threshold is subject to review. Only certain services are fully covered by the Regulations. The Procurement Professional undertaking the tender exercise will be responsible for compliance with the Regulations, where applicable, including checking the threshold levels. Appropriate time must be allocated to enable the required EU procurement processes to take place.

C.4.2.3 Irrespective of the value, if your proposed purchase would provide better value through a more competitive process – for example there is a supply market for the product or service required - or is complex or difficult to describe – for example, the appointment of consultants

or the buying of a bespoke service – a Procurement Professional may require you to seek tenders rather than quotes.

C.4.3 Contract Value £50,000 or more for Works

C.4.3.1 For Contracts for works approved in accordance with Standing Order C.4.1.2 with a value in excess of £500,000, a formal tender process must take place. A Procurement Professional must determine the appropriate choice of tender procedure to follow, as detailed in the Tender Process Manual or required by law. The Council must treat the tender process with probity and act in an open and transparent way throughout. Each Contract to be let shall be given appropriate publicity to bring it to the attention of suitable providers.

C.4.3.2 For Contracts for works approved in accordance with Standing Order C.4.1.2 with a value between £50,000 and £500,000, 3 or more competitive quotations may be invited - unless a Procurement Professional determines that a full tender process would be more appropriate in the specific circumstances. The Council must treat either process with probity and act in an open and transparent way throughout. Again, a Procurement Professional shall determine the appropriate choice of procedure.

ORDER C.5 - TENDERS

C.5.1 Requirements

C.5.1.1 The Sourcing Team will ensure that, where quotations or tenders for under £150,000 (Goods & Services) and £50,000 (Works) are opened within their Service, a procedure similar to that set out in this Order is adopted for recording the method used and the outcome for audit purposes.

C.5.1.2 SRO's should ensure that where quotations or tenders for under £50,000 (Works) are opened within their Service, a procedure similar to that set out in this Order is adopted for recording the method used and the outcome for audit purposes.

C.5.1.3 No person or economic operator shall be included in or excluded from:

- any list of tenderers or persons with whom the Council may negotiate;
- any standing list; or
- the Approved List;

unless authorised in accordance with the Constitution and the Leader's Scheme of Delegations by the Council, Cabinet, a Cabinet Member, a Committee or an Officer.

C.5.1.4 Bankruptcy and Liquidation

No tender shall be invited from, and no Contract entered into with, any person or economic operator who:-

C.5.1.4.1 is bankrupt or in liquidation;

C.5.1.4.2 has any receiver or administrative receiver appointed to it;

C.5.1.4.3 has any winding up order made or (except for the purpose of amalgamation or reconstruction) a resolution of voluntary winding up passed in respect of it.

C.5.1.5 Electronic Tendering

All tenders must be undertaken electronically, using the Council's electronic-tendering system (YORtender). Any exemptions from this must be authorised by the Commercial Process Team. In any tender process all bids must be submitted by the same means.

| C.5.1.6 Tender Submission

Tenders need to be in by a specified date and time and this should be clearly set out in the tender documents that go out to tenderers. Generally, late tenders (i.e. ones received after the time and date set for their return) will not be considered. However, exceptionally there is scope for flexibility with these and they may be accepted after considering their position if it is clear beyond dispute that it was despatched in good time and the delay is outside of the control of the tenderer. If in doubt about whether to accept a late tender consult the Director of [Finance and Commercial Services](#) who will liaise with the Director of Legal and Governance where appropriate. Late tenders not considered shall not be opened until after all other tenders have been opened and shall then be returned to the tenderer.

| C.5.1.7 Hard Copy Tendering

| C.5.1.7.1 Where hard-copy submission is permitted tenders must be submitted in a plain envelope, without any marks identifying the bidding organisation, but must be clearly identifiable as a tender.

| C.5.1.7.2 Tenders must be addressed and delivered to a designated office. All tenders received will be marked with the date and time of receipt and listed in a register and held in safe custody until the time of opening as set down in the tender documents.

| C.5.1.8 Tender Opening

Where Tenders are received under the provisions of these Orders, the following shall apply:

| C.5.1.8.1 Electronic Tender Opening

Tenders received electronically shall be 'opened' within the electronic tendering system by authorised officers within the Commercial Process Team. These officers shall not have any conflicts of interest with the tender process and shall be appointed by the Director of [Finance and Commercial Services](#).

C.5.1.8.2 Hard-copy Tender Opening

Tenders received in hard copy shall be opened together at one time in a suitable place and in the presence of two officers who shall not have any conflicts of interest with the tender process and shall be appointed by the Director of **Finance and Commercial Services**. Both Officers shall initial each tender and sign a schedule of the tenders opened.

C.5.2 **Health and Safety**

C.5.2.1 For High Risk Work or services regardless of Contract Value or for works or services of Contract Value £25,000 or above – including, without limitation, those that are applicable and notifiable under the Construction (Design and Management) Regulations 2007 – Contractors shall be required to provide:

- (1) Selection Stage (Pre-Qualification)
 - (a) At the earliest reasonable stage in the letting of the Contract and no later than the time when expressions of interest are received, Contractors shall provide either:
 - a valid registration with the Contractors Health and Safety Scheme (CHAS) or equivalent scheme registered with the Safety Schemes in Procurement (SSIP) Forum;or the following:
 - if requested, a copy of the Contractor's current Health and Safety Policy document;
 - a detailed breakdown of the number and nature (i.e. type of injury, disease etc.) of RIDDOR reports that the Contractor has had to make within the last 5 years; and
 - details of any breaches of health and safety legislation by the Contractor, or employees of the Contractor, which have led to either the serving of a prohibition or improvement notice, or both, within the last 5 years.
 - (b) For those operations to which the Construction Design and Management Regulations 2007 (CDM) Regulations apply:
 - Contractors must hold a valid registration with the Contractors Health and Safety Scheme (CHAS) or equivalent scheme registration with the Safety Schemes in Procurement (SSIP) Forum.

- (c) In both (a) and (b) above, any other health and safety information deemed necessary by the SRO for H&S (Safety and Employee Well Being) (Safety & Employee Wellbeing) required because of the size or specialised nature and risks associated with the Contract.

(2) Tender Stage

At the tender stage (unless defined as low risk work by the SRO for H&S (Safety and Employee Well Being)):

- a clear specification of the resources they propose to provide to control and manage the significant health and safety risks; and
- evidence of competence to carry out the safety critical aspects of the work in accordance with health and safety law.

This information shall be forwarded to the Contract Lead (or equivalent) for approval. Where the Contract Lead believes (for reasons of the complexities of the health and safety requirements) specialised assistance is required, the SRO for H&S (Safety and Employee Well Being) will provide advice on the adequacy of the material submitted.

(3) Monitoring the Contract

On commencement of the work the Contract Lead will put in place methods to monitor the health and safety performance of the Contractor commensurate with the size, scope and risks associated with the Contract. Where required the SRO for H&S (Safety and Employee Well Being) will provide advice.

C.5.2.2 No such Contract shall be awarded unless:-

- (1) the Contractor's documents referred to in C.5.2.1 have been approved by the appropriate persons described above; or
- (2) in exceptional circumstances (for example, very specialised Contracts with intricate health and safety requirements) with the direct approval of the SRO for H&S (Safety and Employee Well Being).

ORDER C.6 - AWARD OF CONTRACT

C.6.1 Authority to award Contracts

C.6.1.1 The proposal to award a Contract must be clearly defined within the contract award approval form and must be consistent with these Orders and any relevant legislation and this must be approved by the Director of Finance and Commercial Services for Contracts with a Contract Value over £150,000 (Goods and Services) and over £50,000 (Works).

C.6.1.2 For Capital Expenditure Projects the SRO must also obtain approval from the Capital Programme Group (CPG). Finance and Commercial Services sign-off, as required by C.6.1.1, may be obtained at the CPG.

C.6.1.3 No Contract shall be entered into unless also authorised in accordance with the Constitution and the Leader's Scheme of Delegations (see Order 2.10).

C.6.2 Selecting the Successful Contractor

C.6.2.1 Subject to C.6.2.2, every Contract shall be awarded to the Contractor submitting the most economically advantageous tender or quote on the basis of pre-determined evaluation criteria.

C.6.2.2 Where a procurement procedure would lead to acceptance of a tender or quotation which:

- (a) would not be the most economically advantageous tender decided by reference to pre-determined evaluation criteria (where payment is to be **made** by the Council); or
- (b) would not be the highest amount of money which could be received by the Council (where payment is to be **received** by the Council);

the person or body authorised in accordance with the Constitution and the Leader's Scheme of Delegations to award the Contract may still approve the award of the Contract, in conjunction with the Director of Commercial Services. The reasons for such a decision shall be formally recorded.

ORDER C.7 - CONTRACTS

C.7.1 Forms of Contract

C.7.1.1 For the purposes of The Local Authorities (Executive Arrangements) (Modification of Enactments and Further Provisions) (England) Order 2001 the Council has specified that the following Contracts must be in writing;

C.7.1.1.1 Those with a Contract Value greater than £25,000 (Goods) or £50,000 (Works or Services);

C.7.1.1.2 Any Contract awarded after a competitive process as determined under Order C.4.2.3;

C.7.1.1.3 Any Contract as specifically directed under this order by the Director of [Finance and Commercial Services](#) or the Director of Legal and Governance.

C.7.1.2 It is recommended that all other Contracts are in writing and where not must be evidenced in writing. For the purposes of these Orders a Contract is in writing if all the terms agreed between the parties are set out in a document which is signed or sealed in accordance with these Orders. A Contract is evidenced in writing if all the terms agreed between the parties are set out in a number of documents which can be produced to prove the terms of the agreement.

C.7.1.3 For Contracts which are required to be in writing by virtue of order C.7.1.1 the Procurement Professional will determine the appropriate form of Contract to use.

C.7.1.2 In all cases it is expected that Model Forms of Contract should be used as standard; additional relevant clauses specific to the Contract should be added, where applicable. Model Forms of Contract for Goods, Services and Consultancy are available from Commercial Services. Contact Commercial Services for further advice.

C.7.2 Contracts – Signed or by Deed

C.7.2.1 Contracts of Contract Value £500,000 or more shall be by deed and so under the Council Seal (see Order C.7.2.4), except with the approval of the Director of Legal and Governance, in which case they shall be signed.

C.7.2.2 Contracts of Contract Value between £2500 and £500,000 must be signed unless the Director of Legal and Governance

recommends they should be by deed or by law are required to be by deed.

C.7.2.3 It is expected that Contracts of Contract Value below £2500 will be signed unless there is good reason not to or the Director of Legal and Governance recommends they should be by deed, or by law are required to be by deed.

C.7.2.4 The Council Seal shall only be applied in the presence of the Director of Legal and Governance an Assistant Director of Legal and Governance or some other person authorised by the Director of Legal and Governance who shall also attest the sealing and enter brief particulars of it, signed by him or her, in a book kept for the purpose.

C.7.2.5 The Director of Finance and Commercial Services, an Assistant Director of Commercial Services, the Director of Legal and Governance, an Assistant Director of Legal and Governance and the relevant SRO are each authorised by the Council to sign a Contract that is not by deed.

C.7.2.6 Any Contract that falls within Order C7.1.1 must be signed by two persons on behalf of the Council. In these cases such Contracts shall be signed by the SRO and one other person authorised under order C.7.2.5. This is a legal requirement of The Local Authorities (Executive Arrangements) (Modification of Enactments and Further Provisions) (England) Order 2001.

C.7.2.7. Any other Contract shall normally be signed by the relevant SRO.

C.7.2.8 A contract shall only be signed or sealed when there are the necessary authorities in place for the award of the Contract except that the Director of Finance and Commercial Services may waive the requirement for the document approving contract award under these Orders being signed. For the avoidance of doubt, the requirement for contract awards to be approved in accordance with the Leader's Scheme of Delegation cannot be waived.

Appendix 1 is a flow chart that is intended to assist in determining the form of contract and signings requirements under Orders 7.1 and 7.2. This flow chart is for guidance only and in the event of any conflict between the wording of the Orders and the flow charts then the wording of the Orders shall prevail.

C.7.3 **Contracts Register**

The Council via Commercial Services is required by Government to publish an up to date contract register on the internet. The e-tendering system (YORtender) automatically produces this once a tender has been awarded.

It is the responsibility of the SRO to ensure that **all** Contract details that have not been let through YORtender are provided to Commercial Services in a timely fashion. This responsibility applies irrespective of the value of the Contract or whether or not the Contract was awarded after a competitive tender.

C.7.4 **Contract Management**

It is the responsibility of the SRO to ensure appropriate Contract management arrangements are put in place, as specifically defined by Commercial Services.

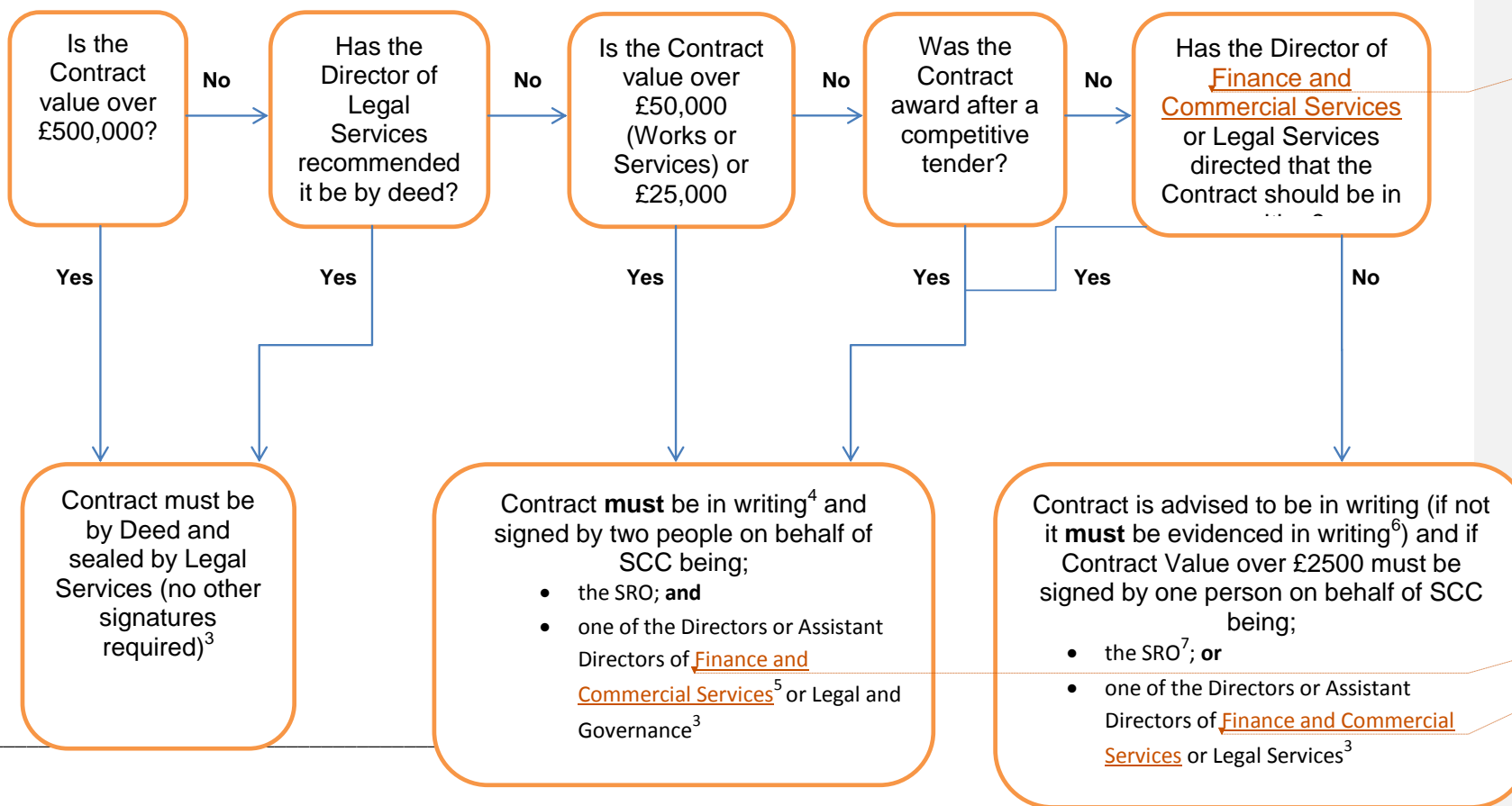
C.7.5 **Payment in Advance**

Under the Council's Financial Regulations its standard payment terms are 30 calendar days from the date that a valid invoice is received by the Council. Any variation to this standard must be agreed by the Director of Finance and Commercial Services either as part of the letting of a contract or by ad-hoc exception to the standard terms.

The Council does not normally agree to provide payment in advance of satisfactory performance or delivery. Advice must be sought from the Director of Finance and Commercial Services as soon as possible where payment in advance is required or requested by a Contractor and any change to the normal position needs to be dealt with by way of a waiver to this Order.

Appendix 1

Flow Chart Guide to Format and Execution Requirementsⁱ for Contracts let by Sheffield City Councilⁱⁱ



ⁱ This Flow chart is a guide to aid interpretation of the requirements in the Council’s Contract Standing Orders in relation to whether a contract should be in writing and signature requirements. It does not cover what procurement process may be required or whether model forms of contract should be used. It does not form part of those Orders and any final interpretation is to be based on the wording of the Orders alone. It is correct as to the version of Contract Standing Orders approved by Council February 2014.

ⁱⁱ The requirements of Contract Standing Orders relate only to Contracts as defined therein, being contracts for the supply to the Council of goods, works or services. These format and signature requirements do not apply to other forms of contract or agreements.

³ A Contract will only be sealed or signed if evidence is provided that letting the Contract has been approved as an Executive Decision in accordance with the Leader’s Scheme of Delegations. Where a specific delegation is relied upon, evidence of the original delegation will also be required. This is not the same as approval by the Director of [Finance and Commercial Services](#) or Capital Programme Group under Contract Standing Orders.

⁴ A contract is in writing if all the terms agreed between the parties are set out in a single document

⁵ The usual course will be that where Commercial Services have advised or been involved in a Contract award procedure they will be the second signatory.

⁶ A contract is evidenced in all the terms agreed between the parties are set out in a number of documents which can be produced to prove the terms of the agreement.

⁷ It is expected this will usually be the SRO. Contracts with a value below £2500 are expected to be signed unless there is a good reason not to.