

West Berkshire Council Constitution

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Part 11

Contract Rules of Procedure

Document Control

Document Ref:	WB/P&C/MF/2008-11	Date Created:	May 2007
Version:	3	Date Modified:	April 2012
Revision due	Annual		
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Change History

Version	Date	Description	Change ID
1.1	Sept 2008	Amended to include up to date guidance on the use of consultants	
2	Jan 2010	Significant re-write in line with current legislation.	
3	April 2012	Changes to whole document as a consequence of the Senior Management Review	
<u>4</u>	<u>December 2012</u>	<u>Significant re-write to bring in line with current law, practice and procedures. Also to streamline it.</u>	



West Berkshire
C O U N C I L

Any Acts, Rules or Regulations mentioned in the text of this document can be accessed on the Office of Public Sector Information website at:

<http://www.opsi.gov.uk/legislation/uk>

If you require this information in a different format, such as audio tape or in another language, please ask an English speaker to contact Moira Fraser on 01635 519045 who will be able to help.

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11.1 Application of Contract Rules of Procedure

11.1.1 These Contract Rules of Procedure apply to purchases by or on behalf of the Council of works, supplies (goods) and services.

11.1.2 These Contract Rules of Procedure apply to all contract including purchase orders, consultancy agreements, concessions and contractual arrangements entered into by or on behalf of the Council, except for the specific types of contracts and purchasing methods which are expressly excluded under the Public Procurement Regulations 2006.

11.1.3 These Contract Rules of Procedure (also referred to as the Contract Standing Orders) are made in accordance with the requirements of Section 135 of the Local Government Act 1972.

11.1.4 These Contract Rules of Procedure do not provide guidelines on what is the best way to purchase works, supplies (goods) and services. They seek to set out minimum requirements to be followed. Further information and guidelines will be set out in the Council's Desktop Procurement Guide which it is intended when developed and approved will accompany this document.

11.1.5 The Council has designated that the Head of Legal Services be the Monitoring Officer.

11.1.6 In the event where a Governing Body of a school, under the control of the Local Education Authority, intends to enter into a contract for works, supply of goods or services the Head teacher or such persons as delegated by him/her. must follow these Contract Rules of Procedures.

11.1.7 In the event of a declaration of major incident the Council's Major Incident Plan and/or Business Continuity Plan may be invoked. This in turn may lead to the need to incur additional unbudgeted expenditure. When this becomes necessary the Contract Rules of Procedure will be suspended and the Chief Executive, or an officer nominated by the Chief Executive, is then authorised to incur whatever expenditure is necessary in consultation with the Head of Finance. A Corporate Director will act in the place of the Chief Executive if he/she is unavailable.

11.1.8 failure to comply with these Contract Rules of Procedure will be viewed by the Council as a breach of the Officers' Code of Conduct contained within Part 13 (Codes and Protocols) of this Constitution and may be considered as a disciplinary matter.

11.2 Purpose of Contract Rules of Procedure

11.2.1 The purpose of these Contract Rules of Procedure is to provide a structure within which procurement decisions are made and implemented to ensure that the Council further its corporate objectives in an efficient manner leading to procurement of quality goods, services and works.

11.2.2 These Contract Rules of Procedure protect the legal position of the Council in respect of compliance with the law and in its contractual dealings with external suppliers and contractors. They protect the interests of Members, Officers and the Citizens of West Berkshire. The Head of Legal Services shall be responsible for interpreting these Contract Rules of Procedure.

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Deleted: Subject to any specific provisions to the contrary, these Rules apply in every case where the Council enters into an agreement with another person for the supply of goods, materials or services to, or the execution of work for, the Council. These regulations apply equally to tenders and quotations.

Deleted: <#>Section 135 of the Local Government Act 1972¶ These Contract Rules of Procedure are made under the provisions of Section 135 of the Local Government Act 1972 and govern the making of contracts for and on behalf of the Council. They include provision for competition, and regulate the manner in which tenders are invited.

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<#>The statutes and statutory instruments that currently affect these Regulations are as follows:¶
<#>Local Government Act 1972;¶
<#>Local Government Act 1988;¶
<#>Education Reform Act 1988;¶
<#>Local Government and Housing Act 1989;¶
<#>Environmental Protection Act 1990;¶
<#>Local Government Act 1992;¶
<#>Local Government Act 1999;¶
<#>Local Government Act 2000;¶
<#>The Public Contracts Regulations 2006.¶
<#>The Public Contracts (Amendment) Regulations 2009¶
<#>Amendments¶
Any amendments to the above or new legislation will be deemed to be included in these Rules without the need for a specific reference here.

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11.3 Tendering – Preliminaries

11.3.1 It is the responsibility of the Chief Executive, Corporate Directors, and Head of Services to ensure all purchases of goods and services and works comply with:

- (a) all relevant statutory requirements;
- (b) the relevant EU Rules and EU Treaty Principles and Directives.
- (c) the Council Constitution including these Contract Rules of Procedure and Financial Rules of Procedure and Scheme of Delegation.
- (d) any code, guidance or conditions approved by the Governance & Audit Committee and/or the Executive and/or the Council to the exercises of powers delegated by them.
- (e) any conditions attached by the Executive or the Council to the exercise of powers delegated by them.
- (f) the proposed Council's Desktop Procurement Guide (to include Consultancy Guides) and other policies and procedures of the Council as appropriate.

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11.3.2 In the event of conflict between the above, the EU Rules will take precedence, followed by UK legislation, then c, d, e, and f as above.

11.4 Authority

11.4.1 All transactions must fall within the powers delegated to the Chief Executive or Corporate Director or the Head of Service or must have been approved by a decision (in accordance with the Council's Constitution) of the Executive, an authorised Member of the Executive, the Council or one of its committees or sub-committees.

11.4.2 No contract, agreement or other document shall be signed or sealed unless it gives effect to:

- a decision or resolution (in accordance with the Council's Constitution) of the Executive, an authorised Member of the Executive or one of its committees or sub committees; or
- a decision by an officer exercising delegated powers.

11.5 Tendering - Financial Thresholds & Procedures

11.5.1 The financial values (exclusive of Value Added Tax) at which processes become mandatory are set out in the table below:

<u>Total Value £</u>	<u>Type of contract</u>	<u>Procedure to be used</u>
<u>1,000 to 9,999</u>	<u>Works, supplies and services</u>	<u>At least one quote must be sought from an appropriate source.</u>
<u>10,000 to 49,999</u>	<u>Works, supplies and services</u>	<u>At least three written invitation to quote must be sent to appropriate sources.</u>

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<u>Total Value £</u>	<u>Type of contract</u>	<u>Procedure to be used</u>
<u>50,000 to EU threshold*</u>	<u>Works, supplies and services</u>	<u>Full competitive tender process applies and at least five written tenders must be sought following advertisement by public notice.</u>
<u>Above EU threshold* for supplies and services</u>	<u>Supplies and services</u>	<u>EU Rules apply – full competitive process following advertisement in the Official Journal of the European Union for supplies and Part A* services. For Part B* services reduced requirements apply under the EU Rules however there is a requirement to adhere to EU principles of openness, transparency, equal treatment and fairness.</u>
<u>Above EU threshold* for works</u>	<u>Works</u>	<u>EU Rules apply – full competitive process following advertisement in the Official Journal of the European Union</u>

* There are two different EU thresholds, one for works and the other for supplies and services. To obtain the latest values please contact Legal Services.

11.6 Tendering - Advertising

11.6.1 There is a general presumption in favour of competition. Where possible contract opportunities should be advertised by way of a public notice and/or electronically on the Council's Procurement Portal. For opportunities relating to works, services and supplies which fall below the EU threshold a UK Government Certified national database (such as Constructionline) can be used to select tenderers.

11.6.2 All contract opportunities which are:

- above the EU thresholds; and
- subject to the full application of EU procurement rules

must be advertised by notice in the Official Journal of the European Union ("OJEU notice") prior to such advertisement appearing on any other advertising medium (such as trade journal etc.).

11.6.3 However under the EU Treaty principles where the contract is of potential cross border interest then it must be publicised to ensure that tenderers from other member states have an opportunity to participate and the process is conducted in a fair and transparent manner.

11.6.4 Where contracts are of a type and value that mean the EU Rules apply to them then there are four main types of EU procedures available. These are open, restricted, competitive dialogue and competitive negotiated

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procedure. Care must be taken to ensure that the correct and most appropriate procedure is used and advice is sought from Legal Services on the choice and use of EU procedure. OJEU notices must be approved and issued by Legal Services who will also assist in the conduct of the procurement.

11.7 Tendering - Contract Value & Aggregation

11.7.1 The contract value shall be the total cost of the supply, service or work to be procured over the contract term. The starting point for calculating the contract value for the purposes of these Contract Rules of Procedure is that the contract value shall be the genuine pre-estimate of the value of the entire contract excluding Value Added Tax. This includes all payments to be made, or potentially to be made, under the entirety of the contract and for the whole of the predicted contract period (including proposed extensions, variations and options).

11.7.2 There shall be no artificial splitting or disaggregation of a contract to avoid the application of the provisions of the EU Rules and/or these Contract Rules of Procedure.

11.7.3 The EU Rules can cover contracts, which are below the stated EU threshold, where they constitute repeat purchases and/or purchases of a similar type in a specified period. Officers responsible for the procurement should therefore seek advice on the application of the EU Rules where they envisage that they may require to make such purchases.

11.8 Tendering - Principles and Evaluation

11.8.1 All tendering procedures (including obtaining quotes), from planning to contract award and execution (seal or signature), shall be undertaken in a manner so as to ensure:

- sufficient time is given to plan and run the process
- equal opportunity and equal treatment
- openness and transparency
- probity
- outcomes that deliver sustainability, efficiency and cost savings (where appropriate).

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11.8.2 Before undertaking any procurement exercise the Officer responsible for the procurement must complete (in writing) the following:

- Sustainability Impact Assessment (as appropriate).
- Equality Impact Assessment (as appropriate).

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11.9 Tendering - Submission and Opening of Tenders

11.9.1 An Invitation to Tender shall be issued by the Council for all contracts over £49,999 and tenders shall be submitted in accordance with the requirements of the Invitation to Tender.

11.9.2 Any tenders received (other than those received electronically, to which 11.9.3 shall apply) shall be:

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- addressed to the relevant Head of Service; in an unmarked, plain and sealed envelope marked "Tender" followed by the subject matter to which it relates.
 - kept in a secured cabinet.
 - retained unopened until the date and time specified for its opening.
- 11.9.3 Where the Council has indicated in the Invitation to Tender that a tender can or must be submitted electronically using the Council Procurement Portal . then those tenders shall be:
- in the format specified in the Invitation to Tender
 - stored in a secure portal account which is locked until the date and time specified for its opening.
- 11.9.4 No tender received after the time and date specified for its opening shall be accepted or considered by the Council unless the Head of Legal is satisfied that there are exceptional circumstances and the other tenders have not been opened.
- 11.9.5 Where a tender is expected to have a value in excess of £49,999, and is not electronically submitted using the Procurement Portal, the relevant Head of Services shall invite the appropriate Portfolio Holder and a Procurement or Legal Officer to undertake the tender opening and shall complete a standard tender opening form as issued by Legal Services (available on the intranet).
- 11.9.6 Where the tender is expected to have a value in excess of £49,999, and is electronically submitted using the Procurement Portal then the relevant Head of Service shall facilitate electronic tender opening in the presence of an appropriate Portfolio Holder and a Procurement or Legal Officer. Further details on how to facilitate electronic tender opening will be detailed in the Council's Desktop Procurement Guide.
- 11.10 Tendering – Evaluations of Quotes and Tenders**
- 11.10.1 All quotes and tenders shall be evaluated in accordance with evaluation criteria notified in advance to those submitting quotes/tenders.
- 11.10.2 Tenders subject to the EU Rules shall be evaluated in accordance with the EU Rules. Advice from Legal Services should be sought on the selection and evaluation criteria.
- 11.10.3 Save in exceptional circumstances approved in advance by the relevant Head of Service all contracts shall be awarded on the basis of the quote or tender which is most economically advantageous and represents best value for money to the Council and not on the basis of lowest price.
- 11.11 Exceptions to Contract Rules of Procedure**
- 11.11.1 Subject to 11.11.2 the requirement for the Council to conduct a competitive purchasing process for contracts in excess of £9,999, may be excepted or waived in the following circumstance:
- for contracts which are not subject to the EU Rules, the work, supply or service is required as a matter of urgency and a delay would be likely to lead to financial loss, personal injury or damage to property;

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or

- the circumstances set out in the Public Contract Regulations 2006 Regulation 14 apply (whether or not the contract is of a type which is subject to the application of the EU Rules); or
- the contract is awarded under a Purchasing Scheme (refer to 11.12) of a type where a competition has already been undertaken on behalf of the Council or other public sector organisation; or
- the proposed contract is an extension to or a variation of the scope of an existing contract where the contract is not subject to the application of the EU Rules.
- at the discretion of the relevant Corporate Director and/or the Chief Executive who may proceed in a manner most expedient for the efficient management of the service/ Council with reasons recorded in writing.

11.11.2 Only the Head of Legal Services and/or the Head of Finance (as S151 Officer) or such officer as nominated by them may grant a waiver or an exception, subject to Exception Values and delegations below, to these Contract Rules of Procedure. An Officer, who seeks a waiver of Contract Rules of Procedure, shall do so only in advance and only in exceptional circumstances.

11.11.3 Exception values and delegations

- (a) For all contracts up to £49,999 the Section 151 Officer or nominated Officer must approve the exception provided an exception report has been approved by the Procurement Board.
- (b) For contracts up to the EU threshold the Section 151 Officer or nominated Officer will consult with the Head of Legal Services and the appropriate Corporate Director provided an exception report has been approved by the Procurement Board.
- (c) For contracts between EU threshold and £500,000 the exception will be dealt with by way of recommendation to the Corporate Board after consultation with the Section 151 Officer and with the Head of Legal Services or such officer as nominated by them provided an exception report has been approved by the Procurement Board.
- (d) For contracts over £500,000 the Section 151 Officer and the Head of Legal Services or such officer as nominated by them will make a recommendation to the Executive provided an exception report has been prepared and approved by the Procurement Board.

11.11.4 All exceptions or waivers from these Contract Rules of Procedure must be:

- Fully documented;
- Subject to a written exception report to be submitted in advance to the Procurement Board by the relevant Head of Service or Corporate Director which shall include reasons for the waiver which demonstrate that the waiver is genuinely required
- Subject to an approval by the Section 151 Officer (or nominated officer) who shall record that he/she has considered the reasons for

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the waiver and that they are satisfied that the circumstances justifying the waiver are genuinely exceptional. Applications for waivers which are a result of poor contract planning will rarely be considered genuinely exceptional.

- Relevant approval has been sought under 11.11.3.

11.11.5 For contracts subject to the EU Rules, any waiver or exception from the requirement for competition must meet the conditions set out in the EU Rules in addition to the general requirements above.

11.12 Purchasing Schemes

11.12.1 An officer responsible for the procurement exercise may use Purchasing Schemes subject to the following conditions: -

11.12.2 An officer responsible for the procurement must seek advice in advance that:

- the Council is legally entitled to use the Purchasing Scheme
- the purchases to be made do properly fall within the coverage of the Purchasing Scheme
- the establishment and operation of each Purchasing Scheme is in compliance with the EU Rules (where they apply) and meets the Council's own requirements.

11.12.3 A "Purchasing Scheme" may include:

- Contractor prequalification lists/select lists
- Framework arrangements (including those set up by the Government Procurement Service).
- Purchasing arrangements set up by central purchasing bodies and commercial organizations
- Consortium purchasing
- Collaborative working arrangements
- Formal agency arrangements
- E-procurement / purchasing schemes and methods
- Other similar arrangements.

11.12.4 Where a Purchasing Scheme is used then there shall be a whole or partial exemption from the obligations under these Contract Rules of Procedures in respect of the choice and conduct of procedures. Advice should be sought from Legal Services prior to entering to such arrangements.

11.13 Prevention of Corruption

11.13.1 The public is entitled to demand of Local Government Officers conduct of the highest standard. Public confidence in their integrity would be undermined were the least suspicion, however ill-founded, to arise that they could in any way be influenced by improper motives.

11.13.2 Where a Member or Officer of the Council has an interest in a contract or a proposed contract whether it is a disclosable pecuniary interest or

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<#>The Council can formally exempt itself from any of these rules (Rule 12.8 (Exceptions to Contract Rules of Procedure refers). However, it may not exempt itself from statutory requirements (for example the Public Contract Regulations referred to in Rule 12.1.3 (Statutes)).¶
<#>Non-Disaggregation of Contracts¶
<#>Contracts must not be disaggregated in order to avoid these Contract Rules of Procedure or EU Directives. The contract value shall be the total cost of the supply, service or work to be procured over the contract term. Care must be taken that this does not breach the aggregation rules of the EU Directives. ¶
<#>Maintenance of Records¶ Adequate records must be maintained by all staff, consultants and agents to demonstrate that the provisions of these Rules and relevant legislation have been complied with.

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<#>Seeking Advice¶
<#>Advice must always be taken from Head of Finance and the Head of Legal Services or such officers as nominated by them Officer in respect of:¶
<#>applicability of the regulations to tendering;¶
<#>producing and advertising EU tender notices for publication in OJEU ("the Official Journal of the European Union");¶
<#>preparing tender documents;¶
<#>award criteria for tender selection;¶
<#>evaluation process and debriefing;¶
<#>Notification of the decision.¶
<#>Public Procurement Regulations¶
<#>The procedures for the award of public works, public supply and public services contracts have been incorporated into The Public Contracts Regulations 2006 and the Public Contract ... [1]

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otherwise and is also involved in the process of letting or managing of that contract, this interest must be registered with the Monitoring Officer who shall decide on whether that Member or Officer should be involved or not.

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11.13.3 In the case of ownership of shares Members should seek advice from the Head of Legal Services as to the current level of share ownership accepted by the Standards Committee or any such successor authority as being de minimus for the purposes of declarations of interest.

Deleted: In the case of a Member the interest must also be declared at the meeting of any committee, sub - committee or project board at which the Member is present and at which the contract or proposed contract is discussed. If the interest is prejudicial and the Member should leave the meeting and take no part in any discussions or seek to influence any decision.

11.14 Entering into a Contract

11.14.1 There should be written evidence of all purchases.

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11.14.2 All contracts entered into by the Council must be in writing in a form approved by the Head of Legal Services or his delegated officer. Where a standard form of contract is used, or a standard form is to be amended, the form of contract shall be prepared/amended by the Head of Legal Services or his delegated officer. The Head of Legal Services shall retain all relevant contract documents.

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<#>Statutory Provisions¶
<#>The following statutory provisions govern contracts and other matters:¶
<#>The obligations of elected Members to disclose interests in contracts and other matters and to refrain from speaking or voting thereon which are prescribed by Sections 94 to 98 and 105 of the Local Government Act 1972 and Section 19 of the Local Government and Housing Act 1989.¶
<#>The duty of Officers to disclose interests in contracts as required by Section 117 of the Local Government Act 1972.¶
<#>Section 117 also requires that "an Officer shall not, under cover of her/his office or employment, accept any fee or reward whatsoever ... [2]

11.14.3 The relevant Head of Service must formally notify the Head of Legal Services (or nominated officer) of the award of all contracts with the relevant data for the purpose of it being recorded on the Council Contract Register.

11.14.4 Every contract shall include wherever possible the standard clauses set out in Standard Form of Agreement issued and updated from time to time by the Head of Legal Services or his nominated officer and available from Legal Services.

11.14.5 As a minimum, all contracts of a value of £9,999 or more shall include clauses which set out:

- the works, supplies (goods), services, material, matters or things to be carried out or supplied.
- the time within which the contract is to be performed. Quality requirements and/or standards which must be met.
- requirements on the contractor to hold and maintain appropriate insurance.
- what happens in the event that the contractor fails to comply with its contractual obligations (in whole or in part).
- requirements on the contractor to comply with all relevant equalities and health and safety legislation.
- that the Council shall be entitled to cancel the contract and recover losses in the event that the contractor does anything improper to influence the Council to give the contractor any contract or commits an offence under the Bribery Act 2010.

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11.14.6 All contracts shall include relevant specifications and/or briefs/technical requirements which are prepared taking into account the need for effectiveness of delivery, quality, sustainability and efficiency (as appropriate) and the information set out in the Council's Desktop Procurement Guide.

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11.15 Legal Consideration

11.15.1 **Indemnities:** No relaxation of full indemnities releasing the Council from all liability whether provided by public liability insurance or other instrument should be allowed unless authorised in writing by the Head of Legal Services and the Head of Finance or nominated Officer.

11.15.2 **Risk Assessment & Performance Bond:** Where a contract is estimated to exceed £49,999 in value or amount and is for the execution of works (or for the supply of goods or materials or services by a particular date or series of dates) the relevant Head of Service should consider requiring a performance bond (for an amount equal to 10% of the value of the contract) from the contractor. This is to provide sufficient security for the due performance of the contract. If a performance bond is considered not necessary then the relevant Head of Service must:

- undertake a risk assessment in writing.
- seek approval from the Head of Finance.
- keep a copy the risk assessment on the contract file for inspection.

11.15.3 **Insurances:** Every contract should be assessed for risk. If the risk assessment identifies the need for insurance the Head of Service must:

- in consultation with the Head of Finance or nominated Officer set adequate levels of insurance cover. This includes employer's liability, public liability and any other as determined by the needs of the particular contract;
- in consultation with the Head of Finance or nominated Officer ensure that the required insurances are in fact held by the contractor and that the policies concerned are renewed, if necessary, during the period required;
- in consultation with the Head of Finance or nominated Officer who must ensure the contractor's status under the Inland Revenue Construction Industry Tax Deduction Scheme (for construction contracts);
- in consultation with the Head of Finance set a consultants' professional indemnity insurance (for Consultancy agreements), minimum £5,000,000 cover unless the Risk Manager feels that a greater amount is required if so determined by the risk assessment process.

11.15.4 **Sealing:** All contracts above the value of £49,999 shall be sealed. The affixing of the seal shall be attested and witnessed in writing by the Head of Legal Services, or an Officer duly designated by him/her in accordance with the delegated powers conferred by the Council. An entry of every sealing of a document shall be made and consecutively numbered in a book to be provided for the purpose and shall be signed by the person attesting the sealing.

The Common Seal shall be in the Custody of the Head of Legal Services and kept in a safe place at his/her discretion. The Common Seal of the Council may be affixed to any document that has been approved by a resolution of the Council; or of the appropriate Committee or an Officer to

Deleted: <#>Contract Presentation¶
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which the Council or the Executive has delegated its powers on its behalf, provided that a resolution of the Council or of the appropriate Committee or Officer where that appropriate Committee or Officer has the appropriate authority authorising the acceptance of any tender, the purchase, sale, letting or taking of any property, the issue of stock, the presentation of any petition, memorial or address, the making of any rate, contract or order, or any other matter or thing, shall be a sufficient authority for sealing any document necessary to give effect to the resolution.

The Common Seal of the Council may be affixed to any:

- petition to be presented to Parliament against the promotion of any Bill or confirmation of any Provisional Order which the Council opposes.
- mortgage in respect of a loan arranged by the Head of Finance or nominated Officer under the powers of Heads of Service approved by the Council.
- incomplete form of transfer for the duly authorised sale of securities by the Council as necessary for the purposes of dealing with stocks and shares in accordance with the Stock Transfer Act 1963.

11.15.5 Signature of Documents: Where any document will be a necessary step in legal proceedings on behalf of the Council it shall, unless any enactment otherwise requires or authorises or the Council shall have given the necessary authority to some other person for the purpose of such proceedings, be signed by the Head of Legal Services.

11.15.6 Where it becomes necessary to execute any document on behalf of the Council not required by law to be under Seal, the Head of Legal Services or an Officer designated by him/her in accordance with the delegated powers conferred by the Council shall be deemed to have authority to sign such a document accordingly. A register of such documents shall be kept by the Head of Legal Services or Officer duly designated by him/her.

11.15.7 Counsel: Within budget, the Head of Legal Services (or nominated offer) shall have discretion to select Counsel, obtain Counsel whenever it is considered expedient in the Council's interest to do so.

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<#>The affixing of the seal shall be attested in writing by the Head of Legal Services, or an Officer duly designated by him/her in accordance with the delegated powers conferred by the Council. An entry of every sealing of a document shall be made and consecutively numbered in a book to be provided for the purpose and shall be signed by the person attesting the sealing.¶

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<#>Payment by Instalments¶
<#>Payments to contractors on account of contracts shall be made on a certificate issued by the Head of Service (or private architect, engineer or consultant where engaged by the Council) as appropriate or by another Officer nominated by him/her in writing for the purpose. Each payment must be checked by a colleague and the check should be evidenced by initialling. Within each Service an independent sampled check should be done, on a rotation basis, of 5% of interim payments.¶
<#>Variation to Contracts¶
<#>Subject to the provisions of the contract in each case every variation shall be authorised in writing by the Head of Service (or private architect, engineer or consultant) and Head of Finance or by another Officer nominated by him/her in writing for the purpose.¶
<#>Any such extra or variation shall include the estimated additional cost arising from the variation and the method of payment to be applied i.e. contractual rates, agreed rates or reimbursable/daywork (please note that payment on a reimbursable/daywork basis should only be used when an item cannot be physically measured/quantified). When calculating the cost of variations cross referencing to Bill of Quantities rates or daywork sheets etc must be completed so as to provide a clear audit trail. Where rates used depart from those in the contract or others previously agreed notes should be made for the r... [8]

Deleted: Updated April 2012