DARTFORD BOROUGH COUNCIL

CONTRACT STANDING ORDERS (Contracts Procedure Rules) 2025

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1 Introduction – Purpose of the Contract Standing Orders

1.1 Procurement decisions and processes are important because the money involved is public money. The purpose of these Contract Standing Orders is to provide a structure within which procurement decisions are made and implemented and which ensure that the Council:

1.1.1 Delivers value for money and maximises public benefit through appropriate market competition, so that we offer best value services to Dartford residents.

1.1.2 Achieves the priority themes within its Corporate Plan.

1.1.3 Meets its Procurement Strategy key focus areas and further ensures that all procurement activity, regardless of value, is fair, open, transparent, proportionate, non-discriminatory and lawful while seeking to achieve best value.

1.1.4 Uses its resources efficiently to purchase quality goods, services and works.

1.1.5 Is compliant with the relevant public sector Procurement Regulations (the Regulations). Public procurement is governed by the Procurement Act 2023 and the Procurement Regulations 2024 and other relevant legislation listed in Annex 1.

1.1.6 Is transparent to our residents and suppliers about how it spends public money so they can understand our policies and decisions.

1.1.7 Safeguards its reputation from any implication of dishonesty, undue criticism, corruption or risk of challenge and ensures that the Council as well as the Councillors and Officers can be seen to act with integrity.

1.2 Procurement by the Council, from planning to delivery, shall incorporate (where appropriate) principles of sustainability, efficiency, equality, social value, whole life costings and cost savings and considering any barriers to SMEs and how those can be addressed (where applicable).

1.3 These Contract Standing Orders are made in accordance with the requirements of Section 135 of the Local Government Act 1972.

1.4 These Contract Standing Orders do not provide guidelines on what is the best way to purchase works, supplies (goods), services and grant service concessions. They set out minimum requirements to be followed. Further information and guidelines are set out in the Procurement Guide, which is available on the Intranet: (Procurement/4. Guidance Documents).
The Procurement Guide provides practical guidance on how the CSOs apply to purchasing decisions and processes. It explains some of the more technical and legal issues involved in procurement and provides practical working examples.

2 General Principles – Application and Compliance with Contract Standing Orders

2.1 These Contract Standing Orders apply to the purchase by or on behalf of the Council of works, supplies (goods) and services and the granting of service concessions, regardless of value.

2.2 These Contract Standing Orders apply to all contracts including all purchase orders, concessions, partnerships and collaborative arrangements with other bodies and contractual arrangements entered by, or on behalf of, the Council, except for the specific types of contracts and purchasing methods that are listed in 2.3.

2.3 These Contract Standing Orders do not apply to:

2.3.1 Employment contracts for permanent or fixed-term employment

2.3.2 Contracts relating solely to the purchase or lease or sale of interests in land including leasehold interests and licences (and where there is no connected supply of services, works or goods)

2.3.3 Contracts for specified legal services where it would be inappropriate to open those contracts to competition. These are contracts relating to judicial, other dispute resolution proceedings, notary and services that must be carried-out by a particular person under order of a court, tribunal or act.

2.3.4 Contracts for arbitration, mediation, conciliation or similar services.

2.3.5 Non-trade mandatory payments or settlements to third parties, e.g. insurance claims, pension payments, payments to public bodies, etc.

2.3.6 Fees for services or activities like the provision of external auditors as governed or directed by others.

2.3.7 Transactions in respect of dealing in the money market or obtaining finance for the Council.

2.3.8 Subscriptions and membership fees.

2.3.9 Sponsorship agreements.

2.3.10 When purchasing services from another local authority where such arrangements are compliant with Section 113 of the Local Government Act 192.

2.3.11 Contracts procured in collaboration with other local authorities where the Council is not the lead authority (subject to the necessary approvals having been obtained from the appropriate decision-making officer within the Council). In this instance, the procurement/contract procedure rules of the relevant lead authority shall apply. Appropriate assurances must be sought that the lead authority is acting in compliance with its Constitution.

2.3.12 Contracts for the execution of either works supplies or services where the Council has no discretion regarding whether works are required or who must deliver them as in the case of works to be provided by a statutory undertaker, e.g. works to public telecommunications network.

2.3.13 Non-contractual funding arrangements (including grant agreements under which the Council gives a grant to third parties) provided that the terms of the funding arrangements do not constitute a contract. These would be agreements that can properly be regarded as a grant or payments related to internal service level agreements within the Council.

2.3.14 A declared emergency authorised by the Emergency Planning Officer and/or any Director.

2.3.15 Other items which are explicitly stated as being exempt in Schedule 2 of the Procurement Act 2023.

2.4 The above list is not exhaustive, and advice should always be sought from the Procurement Team where there is uncertainty.

3 General Principles Applying to All Contracts

For the purposes of this CSO 3, 'contract' means a formal and legally binding agreement between the Council and other party/parties such as purchase orders, alternative order forms, standard industry contracts (JCT/IEE/ICE etc.), works, supplies, and services terms and conditions, service concessions etc. and 'contractor' includes concessionaires

3.1 All purchases however small shall be in writing.

3.2 Contracts of a value of £25,000 or more shall include contract clauses relevant to the procurement. Contract templates are maintained and updated by Legal Services and are held on the Council's intranet: (Procurement/4. Contract Terms and Conditions).

3.3 As a minimum, all contracts of a value of £25,000 or more shall include clauses which set out:

3.3.1 The works, supplies (goods), services, service concession, material, matters or things to be carried out or supplied

3.3.2 The time within which the contract is to be performed

3.3.3 Quality requirements and/or standards which must be met

3.3.4 Requirements on the contractor to hold and maintain appropriate insurance

3.3.5 What happens if the contractor fails to comply with its contractual obligations (in whole or in part)

3.3.6 Requirements on the contractor to comply with all relevant equalities and health and safety legislation

3.3.7 Requirements on the contractor to comply with the provisions of the data protection legislation insofar as this applies to the processing of personal data, including provisions in the contract, of data controller and processor responsibilities sufficient to comply with the data protection legislation

3.3.8 That the Council shall be entitled to cancel the contract and recover any resulting losses if the contractor, their employees or anyone acting on their behalf, does anything improper to influence the Council to give the contractor any contract or commits an offence under the Bribery Act 2010 or s117(2) Local Government Act 1972

3.4 All contracts above the relevant financial thresholds and subject to the Procurement Act 2023 must be in a form approved by Legal Services and must include as a minimum:

(a) additional termination clauses pursuant to the Procurement Act 2023 relating respectively to substantial modification of the contract in breach of the requirements as well as situations amounting to mandatory exclusion of the contractor or their sub-contractor[1];

(b) a payment clause relating to payment of invoices no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed; and

(c) an electronic invoicing clause[2];

(d) state the required period within which the contract is to be performed.

(e) state the required performance and KPIs (if relevant).

(f) state that if the contractor enters liquidation or administration, the Council is entitled to cancel the contract and recover any resulting losses.

(g) require the contractor to comply with the requirement of the Health & Safety at Work etc. Act 1974m and any other relevant legislation pertaining to health and safety.

(h) require the contractor to comply with Equality Act 2010, and where relevant, the Public Sector Equality Duty and the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018.

(i) where relevant, consider inclusion of relevant clauses in relation to the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended.

3.5 Contracts not subject to the Procurement Act 2023, where the Council's standard terms and conditions are not used, shall include a payment clause relating to payment of invoices no later than the end of a period of 30 days

[1] Section 78 Procurement Act 2023

[2] The Public Procurement (Electronic Invoices etc.) Regulations 2019

from the date on which the relevant invoice is regarded as valid and undisputed and an electronic invoicing clause.

3.6 Contracts shall not include non-commercial terms unless these are necessary to achieve best value for the Council or are included in accordance with the Public Services (Social value) Act 2012 or necessary to enable or facilitate the Council's compliance with the public sector equality duty[3] or any duty imposed on it by the Equality Act 2010. In this context, "non-commercial" means requirements unrelated to the actual performance of the contract.

3.7 All contracts shall include relevant specifications and/or briefs/technical requirements which are prepared considering the need for effectiveness of delivery, quality, sustainability and efficiency (as appropriate) and the information set out in the Procurement Guide.

3.8 All contracts of a value of £25,000 or more shall be subject to a written risk assessment, which should be kept on the contract file of the client group, procuring the contract, and on legal service's file (if applicable).

4 Regulatory Context

4.1 All procurement shall be conducted in accordance with regulatory requirements which are:

4.1.1 All relevant statutory provisions

4.1.2 The Procurement Act 2023

4.1.3 The Council's Constitution including these Contract Standing Orders, the Council's Financial Regulations and Scheme of Delegations

4.1.4 The Procurement Guide and other policies and procedures of the Council as appropriate.

4.2 In the event of conflict between the above, the Procurement Act 2023 will take precedence, followed by the Council's Constitution, the Procurement Guide and guidelines, policies and procedures.

5 Responsibilities of Directors and Responsible Officers

5.1 Each Director shall:

5.1.1 be responsible for the purchasing undertaken by their Directorate.

5.1.2 ensure all procurements and contracts within their service comply with the Contract Standing Orders and the Procurement Guide and to select (in consultation with the Procurement Team) the most appropriate procurement approach.

5.1.3 be accountable to the Cabinet for the performance of their duties in relation to purchasing

[3] Section 149 Equality Act 2010

5.1.4 comply with the Council's decision-making processes including, where appropriate, implementing and operating a Scheme of Delegations

5.1.5 appoint a Responsible Officer who shall be an authorised signatory

5.1.6 take immediate action in the event of a breach of these Contract Standing Orders.

5.2 A Responsible Officer is an officer with responsibility for conducting purchasing processes for the purchase of works, supplies (goods) or services or the granting of service concessions on behalf of the Council.

5.3 A Responsible Officer's duties in respect of purchasing are to ensure:

5.3.1 compliance with all regulatory requirements referred to above and integrity of the tender process.

5.3.2 compliance with the relevant statutory provisions and the Council's requirements relating to declarations of interest affecting any purchasing process.

5.3.3 that there is an appropriate analysis of the requirement, timescales, procedure and documentation to be used

5.3.4 the purchasing process, from planning to delivery incorporates (where appropriate) principles of sustainability, efficiency, equality, social value, whole life costings and cost savings and considering any barriers to SMEs and how those can be addressed (where applicable).

5.3.5 ensure that their services have the necessary authority to undertake the procurement and further ensure compliance with the Council's decision-making processes

5.3.6 that all contracts of a value of £25,000 or more are included on the Council's Contract Register

5.3.7 that proper records are maintained in accordance with the Data Retention and Disposal Schedule, with separate files for each procurement of a value of £25,000 or more, to justify the decisions taken in all stages of the procurement process

5.3.8 that value for money is achieved and confirm that sufficient budget exists within the revenue budget and/or capital programme

5.3.9 undertake, where appropriate, a premarket testing exercise.

5.4 In considering how best to procure works, supplies and services or the granting of service concessions, Directors and/or Responsible Officers (as appropriate in the context), shall take into account wider contractual delivery opportunities and purchasing methods including the use of purchasing schemes (see CSO 14) and e-procurement/purchasing methods, and the

availability of local authority charging and trading powers under the Local Government Act 2003.

5.5 A Responsible Officer must ensure that all technical or commercial procurement consultant engaged in any capacity to manage or supervise the procurement of works, supplies (goods), services and granting of concessions for the Council must comply with the Contract Standing Orders and with the Procurement Guide.

5.6 It is a disciplinary offence to fail to comply with these Contract Standing Orders. All employees have a duty to report breaches of Contract Standing Orders to their Director.

5.7 Any officer or Member who suspects any misconduct or corruption in relation to the purchase by or on behalf of the Council of works, supplies (goods), services and the granting of service concessions must immediately report that suspicion to the Monitoring Officer and Director of Corporate Services.

6 Scheme of Delegations

6.1 Procurements may only be undertaken by officers with the appropriate delegated authority to carry out such tasks as set out in the Council's Scheme of Delegations. Officers with delegated authority may only delegate to other officers who have the appropriate skills and knowledge for the task and such delegation shall be recorded in writing by the officer delegating the task and notified to the relevant Director.

6.2 Officers shall, where appropriate, be informed by their Director of the extent of any delegated authority and applicable financial thresholds.

7 Financial Thresholds and Procedures

7.1 The table in CSO 7.5 sets out the general rules applying to the choice of purchasing procedure for contracts at the stated threshold values and the public notice requirements.

7.2 There is a general presumption in favour of competition. Wherever possible, contract opportunities should be advertised by way of a public notice, even for small value contracts or contracts under the Procurement Act 2023 threshold levels outlined in CSO 7.5.

7.3 The public notice referred to at CSO 7.2 should be published, as a minimum, via the Central Digital Platform (CDP) for any **advertised** procurement valued over £25,000. The public notice for any advertised procurements valued over the Procurement Act 2023 thresholds (see CSO 7.5) should be submitted, as a minimum, via the Central Digital Platform (CDP) and will also be published on Find a Tender Service (FTS). Following the publication of the form of notice or advertisement on the CDP and FTS, the Responsible Officer may choose to place one or more public notices in different media, such as or other electronic media and/or in the press, trade journals.

7.4 Once a below threshold contract has been awarded, details of the winning tenderer and contract value must be published on CDP using the ‘Contracts Details Notice’. For more information, please refer to the Procurement Guide.

Once a successful bidder has been selected for an above threshold contract, a 'Contract Award Notice' must be published upon award of the contract, detailing the winning tenderer and contract value must be published on the CDP using the 'Contract Award Notice'. This commences the 8 working day standstill period. Once the standstill period has finished, and no challenges have been received, the contract can be awarded to the successful bidder and a 'Contract Details Notice' must be published on CDP. For more information, please refer to the Procurement Guide.

7.5 **Table setting out financial thresholds which should include any renewals or extensions.**

Below threshold figures are shown exclusive of VAT and above threshold figures are shown inclusive of VAT. Above threshold figures are updated by the relevant Cabinet Office Minister every two years.

The Procurement Act 2023 applies to contracts to differing degrees, depending on the type of public contract or concession. Responsible Officers should act cautiously and seek advice from the Procurement Team when considering the application of the Procurement Act 2023 to public works, supplies or services' contracts and/or to works or services concession contracts.

WORKS: PUBLIC CONTRACTS AND CONCESSIONS

Total Value (£)	Conducted by	Procedure
0 to 499	Process can be conducted by a Responsible Officer	No formal quotes required but value for money must be obtained
At 500 to 24,999	Process can be conducted by a Responsible Officer	At least one quote in advance and value for money obtained
At 25,000 to 49,999	A Responsible Officer must use the Procurement Team and e-tendering system to administer the process	Seek to obtain at least three written quotes in advance using a select list of companies – no requirement to advertise. If advertised, notice to be published on CDP as a minimum
At 50,000 to 5,372,608	A Responsible Officer must use the Procurement Team and e-tendering system to administer the process	Seek to obtain at least three written tenders in advance - advertise on CDP as a minimum
At 5,372,609 and above	A Responsible Officer must use the Procurement Team and e-tendering system to administer the process	The Procurement Act 2023 applies – full competitive process with at least three written tenders in advance - advertise by public notice on CDP as a minimum

SUPPLIES & SERVICES: PUBLIC CONTRACTS AND CONCESSIONS

Total Value (£)	Conducted by	Procedure
0 to 499	Process can be conducted by a Responsible Officer	No formal quotes required but value for money must be obtained
At 500 to 24,999	Process can be conducted by a Responsible Officer	At least one quote in advance and value for money obtained
At 25,000 to 49,999	A Responsible Officer must use the Procurement Team and e-tendering system to administer the process	Seek to obtain at least three written quotes in advance using a select list of companies – no requirement to advertise. If advertised, notice to be published on CDP as a minimum
At 50,000 to 214,903	A Responsible Officer must use the Procurement Team and e-tendering system to administer the process	Seek to obtain at least three written tenders in advance - advertise on CDP as a minimum
At 214,904 and above	A Responsible Officer must use the Procurement Team and e-tendering system to administer the process	The Procurement Act 2023 applies – full competitive process with at least three written tenders in advance - advertise by public notice on CDP as a minimum

LIGHT TOUCH CONTRACTS (LTC)
(E.G. CULTURAL/FESTIVAL EVENT ORGANISATION/BENEFIT/OTHER COMMUNITY SERVICES ETC.)

Total Value (£)	Conducted by	Procedure
0 to 499	Process can be conducted by a Responsible Officer	No formal quotes required but value for money must be obtained
At 500 to 24,999	Process can be conducted by a Responsible Officer	At least one quote in advance and value for money obtained
At 25,000 to 49,999	A Responsible Officer must use the Procurement Team and e-tendering system to administer the process	Seek to obtain at least three written quotes in advance using a select list of companies – no requirement to advertise. If advertised, notice to be published on CDP as a minimum
At 50,000 to 663,539	A Responsible Officer must use the Procurement Team and e-tendering system to administer the process	There is a presumption in favour of a competitive process, seeking to obtain at least three written tenders in advance - advertise on CDP as a minimum
At 663,540 and above	A Responsible Officer must use the Procurement Team and e-tendering system to administer the process	Section 9 of the Procurement Act 2023 defines a 'light touch contract' - advertise by public notice on CDP as a minimum

7.6 Where contracts are of a type and value which means that they are subject to the Procurement Act 2023, there are three main types of procedures available. These are the Open Procedure, Competitive Flexible Procedure and Direct Award (for special circumstances). The chosen procedure must be proportionate having regard to the nature, complexity and cost of the contract and assistance from the Procurement Team must be sought.

8 Financial Thresholds and Processes Applying to Approval and Execution of Contracts

8.1 For contracts over £50,000, the decision to proceed to advertisement must be authorised in writing by the relevant Director, in advance. For contracts above the Procurement Act 2023 threshold (see CSO 7.5), the choice of purchasing procedure to be used, and the decision to proceed to advertisement, must be agreed with the Procurement Team and authorised in writing by the relevant Director, in advance.

8.2 When a decision is made to award a contract, the Responsible Officer must, in addition to complying with their general obligations under these Contract Standing Orders, ensure that:

8.2.1 the appropriate approvals have been obtained to authorise that decision; and

8.2.2 where appropriate, a standstill period complying with the Procurement Act 2023 is incorporated into the final award process.

8.3 Any contracts valued at £100,000 or above, shall be executed as a deed (under seal). Contracts with values between £50,000 and £99,999 shall require the relevant Director's signature. All other contracts below £50,000, may be signed by an officer with appropriate delegated authority.

8.4 Electronic signatures may be used in accordance with the Electronic Signature Regulations 2002 provided the sufficiency of security arrangements has been approved by the IT Services.

8.5 Contract sealing (with the common seal of the Council) shall be the responsibility of Legal Services.

9 Calculating the Contract Value and Security

9.1 The starting point for calculating the contract value for the purposes of these Contract Standing Orders 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, options to include additional services or works and renewals).

Responsible Officers should seek advice from the Procurement Team on the application of the Procurement Act 2023 where they envisage that they may require repeat purchases and/or purchases of a similar type.

Further guidance on the calculation of the contract value is set out in the Procurement Guide.

9.2 There shall be no artificial splitting of a contract to avoid the application of the provisions of the Procurement Act 2023 and/or these Contract Standing Orders.

9.3 Performance bond and Parent Company Guarantee (PCG)

9.3.1 The Responsible Officer shall consider requesting and obtaining appropriate security for construction contracts (that can be either performance bond or PCG as applicable).

9.3.2 For any other contracts for supplies (goods), services or works, the Responsible Officer must consider in consultation with Financial Services whether it is appropriate to take security in the form of a PCG or Performance Bond and document the outcome.

10 Principles Underlying Tendering Processes and Tender Evaluation

10.1 All tendering procedures (including obtaining quotes), from planning to contract award and signature, shall be undertaken in a manner to ensure:

10.1.1 Sufficient time is given to plan and run the process

10.1.2 Equal opportunity and equal treatment

10.1.3 Openness and transparency

10.1.4 Probity

10.1.5 Outcomes, which deliver sustainability, efficiency, equality, social value, whole life costings and cost savings (where appropriate).

10.1.6 Compliance with all regulatory requirements and integrity of the tender process, e.g. evaluation panels consisting of more than one officer and completion of conflict assessments.

10.2 All procurements must be carried out and evaluated in accordance with the Procurement Guide.

11 Submission and Opening of Tenders

11.1 An Invitation to Tender shall be issued by the Council for all contracts valued at or over £25,000 and tenders shall be submitted in accordance with the requirements of the Invitation to Tender.

11.2 Any tenders received (other than those received electronically, to which CSO 11.3 shall apply) shall be:

11.2.1 addressed to the Procurement Team

11.2.2 clearly marked “Tender” followed by the subject matter to which it relates

11.2.3 kept in a safe place by Financial Services

11.2.4 retained unopened until the date and time specified for its opening.

11.2.5 opened by the relevant Director or nominee and an immediate record shall be made of the tenders received including names and addresses and the date and time of opening.

11.3 Where the Council has indicated in the Invitation to Tender that a tender can or must be submitted electronically via the Council's e-tendering system, then those tenders shall be:

11.3.1 in the format specified in the Invitation to Tender

11.3.2 remain sealed and unopened in the system until the date and time specified for its opening

11.3.3 opened by a staff member of Financial Services

11.4 No tender received after the time and date specified for its opening shall be accepted or considered by the Council unless the relevant Director is satisfied that there is sufficient evidence of the tender having been dispatched in time for it to have arrived before the closing date and time, or other exceptional circumstances apply, and the other tenders have not been opened.

12 Evaluation of Quotes and Tenders

12.1 All quotes and tenders shall be evaluated in accordance with evaluation criteria notified in advance to those submitting quotes/tenders.

12.2 Above threshold tenders shall be evaluated in accordance with the Procurement Act 2023.

12.3 Save in exceptional circumstances, approved in advance by the relevant Director, all contracts shall be awarded based on the quote or tender which represents the Most Advantageous Tender, as determined by the award criteria detailed in the invitation to tender or quote and not based on lowest price.

12.4 The financial evaluation of any tenderers as part of a select list process, where suppliers are chosen, and no public notice has been advertised for open competition, is undertaken ahead of tender documents being released. Only suppliers that meet the Council's turnover, profitability and liquidity thresholds are included in a restricted select list process

The financial evaluation of any tenderers as part of an openly advertised process is undertaken after evaluation of all bids and the identification of a preferred tenderer. The Council uses a third-party credit agency to assist in the financial evaluation that looks at financial risk and overall stability, turnover, profitability and liquidity.

Where there is doubt as to the tenderer's financial stability, or no external report evidencing financial stability is available, then Financial Services shall provide expert advice during the procurement process and prior to any contract award. For more information, please refer to the Procurement Guide.

13 Waivers

13.1 The requirement for the Council to conduct a competitive purchasing process for contracts at or above £25,000 (exclusive of Value Added Tax) may be waived in the following circumstances:

13.1.1 for below threshold contracts, at the discretion of the relevant Director(s), who may proceed in a manner most expedient to the efficient management of the service/Council, with reasons recorded in writing.

13.1.2 for below threshold contracts, the work, supply, service or grant of service or work concession is required as a matter of urgency and a delay would be likely to lead to financial loss, personal injury or damage to property; or

13.1.3 for above threshold contracts, where the requirements set out in the Procurement Act 2023 apply, and the work, supply, service or grant of service or work concession is required for 'special cases', 'to protect life or health' and/or 'due to market failure'

13.2 A Responsible Officer who seeks a waiver of Contract Standing Orders, shall do so only in advance and only in exceptional circumstances. Further guidance on what may constitute exceptional circumstances permitting waiver of these Contract Standing Orders is set out in the Procurement Guide.

13.3 Lack of sufficient planning and/or service capacity issues will not constitute a valid reason for an exemption or variation.

13.4 The relevant Director(s) may waive the requirement for the Council to conduct a particular type of procurement process e.g. an advertised quote process may be waived in favour of a select list process, i.e. there is still a competitive purchasing process, but the route is not as set out in CSO 7.5

13.5 All waivers from these Contract Standing Orders must be:

13.5.1 Compliant with the Procurement Act 2023

13.5.2 Agreed by the Procurement Team who will consider each request against the exemption criteria and must be consulted prior to submission to relevant Director.

13.5.3 Fully documented

13.5.4 Subject to completion of a Waiver Form, to be submitted in advance to the relevant Director, which shall include reasons for the waiver which demonstrate that the waiver is genuinely required

13.5.5 Subject to approval in advance by the relevant Director, who shall record that they have considered the reasons for the waiver and that they are satisfied that the circumstances justifying the waiver are genuinely exceptional. Waivers valued over £100,000 will need to be countersigned by a second Director.

13.6 All decisions on waivers must consider:

13.6.1 Probity

13.6.2 Best value/value for money principles.

13.7 A waiver does not remove the need to ensure that the basic procurement documents are created, i.e. a specification detailing the Council's requirements, a pricing schedule showing the cost and contract conditions to bind the arrangement.

13.8 All completed waiver forms are to be passed to the Procurement Team who will keep them on file and will update local and national registers (where applicable).

14 Purchasing Schemes (including Framework Agreements)

14.1 A Responsible Officer may use purchasing schemes subject to the following conditions and the Procurement Guide.

14.2 Responsible Officers must:

14.2.1 Engage with the Procurement Team for any purchases over £25,000

14.2.2 Liaise with Procurement Team to check the Council is legally entitled to use the purchasing scheme, that the purchases to be made properly fall within the coverage of the purchasing scheme and the establishment and operation of each purchasing scheme follows the Procurement Act 2023 (where they apply) and meets the Council's own requirements.

14.3 A "purchasing scheme" may include:

14.3.1 Framework Agreements

14.3.2 Dynamic Markets

14.3.3 Contractor prequalification lists/select lists

14.3.4 Purchasing arrangements set up by central purchasing bodies and commercial organisations

14.3.5 Consortium purchasing

14.3.6 Collaborative working arrangements

14.4 Where a purchasing scheme is used, the Procurement Team will need to ensure that the scheme is compliant with the Procurement Act 2023 and that the Council is able to use the scheme.

14.5 Responsible Officers shall liaise with the Procurement Team regarding the use of a purchasing scheme. There may be a requirement under the scheme to follow specific rules regarding compliance (Access and Award Agreements, use of Lots, length of contract, etc.), procurement process (Direct Award or

Further Competition) and documentation (allowable scope of works and/or services, tendered pricing schedules and Framework Terms & Conditions).

14.6 Use of a purchasing scheme does not remove the need to ensure that the basic procurement documents are created, i.e. a specification detailing the Council's requirements, a pricing schedule showing the cost and contract conditions to bind the arrangement. It shall not negate the requirement for due-diligence checks on financial standing, insurance, technical ability and any relevant accreditations/qualifications.

15 Extensions and Modifications to Existing Contracts

15.1 An extension to the duration of an existing contract may be implemented if specifically provided for in the contract and for the specified period.

15.2 Extensions to the duration of a contract, which are not included in the original contract, and/or modifications to existing contracts such as the inclusion of additional services shall be.

15.2.1 made in accordance with any statutory restrictions and any specific terms of the contract

15.2.2 fully documented

15.2.3 subject to completion of an Extension Form, to be submitted and approved firstly by the Procurement Team and thereafter sent to the relevant Director for authorisation, which shall include reasons for the extension or modification

15.2.4 subject to approval by the relevant Director who shall record that they have considered the reasons for the extension or modification and that they are satisfied that there are circumstances justifying the extension or modification.

15.3 Any extension to the duration of and/or modification to existing contracts must take

15.3.1 Probity

15.3.2 Best value/value for money principles.

15.4 Where the Procurement Act 2023 applies, any extension to the duration of, and/or modification to, existing contracts must meet the conditions set out in the Procurement Act 2023 in addition to the more general requirements set out above.

16 Retention of Records

16.1 Responsible Officer shall ensure (and shall ensure that every contract manager) to keep copies of all contracts signed not signed as a deed and shall retain records for the duration of the contracts and a further 6 years.

16.2 Legal Services shall be responsible for keeping copies of all sealed contracts for the duration of the contracts and further 12 years.

17 Review and Changes to these Contract Standing Orders

17.1 These Contract Standing Orders shall be reviewed and updated on a regular basis.

17.2 Save in the case of revisions to the thresholds referred to in CSO 7.5 (which shall be dealt with under the Scheme of Delegations), revisions to Contract Standing Orders shall be agreed by the General Assembly of the Council.

18 Suspension of these Contract Standing Orders

18.1 These Contract Standing Orders may be suspended in accordance with the Council Procedure Rules at Standing Order 41.

19 ANNEX 1

National Procurement Policy Statement 2024
Procurement Act 2023
The Public Procurement (Amendment etc.) (EU Exit) Regulations 2020
Data Protection Act 2018
Modern Slavery Act 2015
Local Government Transparency Code 2015
The Public Services (Social Value) Act 2012
Best Value – Statutory Guidance 2011
Bribery Act 2010
Equality Act 2010
Transfer of Undertakings (Protection of Employment) Regulations 2006
Environmental Information Regulations 2004
Freedom of Information Act 2000
Health & Safety at Work etc. Act 1974