

The report is Not Exempt

The report is for Decision

REPORT TO: FIRE AUTHORITY

MEETING DATE: 04 February 2019

SUBJECT: Changes in Contract Standing Orders and Procurement Procedural Guidance

SUMMARY

<p>Following the establishment of the Wales Fire and Rescue Procurement Service in June 2014, as approved by the National Issues Committee, all the Welsh Fire Authority's Contract Standing Orders were standardised across the Welsh Fire and Rescue Services in June 2014. A period of consolidation has ensued, and it was agreed by the Procurement Service that a review of Contract Standing Orders (Appendix 1) and the associated Procurement Procedural Guidance document (Appendix 2) be undertaken, with the aim of implementing the revised version from 1st April 2019. This review has taken place, and in the light of this, this report recommends a number of amendments to the current Standing Orders be made, primarily focussing on the tendering thresholds and has been approved by the Service Leadership Team and Resource Management Committee.</p>

RECOMMENDATIONS:

- | |
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| <ol style="list-style-type: none"> 1. That Fire Authority members note the contents of the report; 2. That Fire Authority members approve the proposed changes as recommended by the Resource Management Committee. |
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REPORT APPROVAL

Clerk/Monitoring Officer:	Comments: Approved Date: 28.01.19
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Relevant Director:	Comments: Approved Date: 25.01.19
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Section 151 Officer /Treasurer:	Comments: Approved Date: 25.01.19
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Chief Fire Officer/ Deputy Chief Fire Officer	Comments: Approved Date: 25.01.19
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BACKGROUND PAPERS USED IN PREPARATION OF THIS REPORT:
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Presenting the Report:	Area Manager Iwan Cray Corporate Head of Resources
Report Author(s) and Designation	Helen Rees Head of Procurement and Contracting
Date original report written	21/01/2019

Mae'r Adroddiad Heb ei eithrio

Mae'r Adroddiad AR GYFER PENDERFYNIAD

ADRODDIAD I'R: AWDURDOD TÂN | DYDDIAD Y CYFARFOD : 04 Chwefror 2019

TESTUN: Newidiadau i Reolau Sefydlog Contractau a'r Ddogfen Ganllaw Weithdrefnol ar Gaffael

CRYNODEB:

Yn dilyn sefydlu Gwasanaeth Caffael Tân ac Achub Cymru ym mis Mehefin 2014, fel y'i cymeradwywyd gan y Pwyllgor Materion Cenedlaethol, aethpwyd ati i safoni Rheolau Sefydlog Contractau'r Awdurdodau Tân Cymreig ledled Gwasanaethau Tân ac Achub Cymru. Cafwyd cyfnod cyfuno wedi hynny, a chytunwyd gan y Gwasanaeth Caffael y byddai adolygiad o Reolau Sefydlog Contractau (Atodiad 1) a'r Ddogfen Ganllaw Weithdrefnol gysylltiedig (Atodiad 2) ar Gaffael yn cael eu hadolygu, gyda'r nod o roi'r fersiynau diwygiedig ar waith ar 1 Ebrill 2019. Mae'r adolygian hwn wedi'i digwydd, ac felly mae'r adroddiad hwn yn argymhell nifer o ddiwygiadau, i'r Rheolau Sefydlog presennol, gan ganolbwyntio'n bennaf ar y trothwyon tendro, ac mae wedi cael ei gymeradwyo gan Dîm Arwain y Gwasanaeth a'r Pwyllgor Rheloi Adnoddau.

ARGYMHELLION:

1. Bod Aelodau yr Awdurdod Tân yn nodi cynnwys yr adroddiad
2. Bod Aelodau yr Awdurdod Tân yn cymeradwyo y newidiadau arfaethedig fel yr argymhellwyd gan y Pwyllgor Rheoli Adnoddau.

CYMERADWYO'R ADRODDIAD

Clerc:	Sylwadau: Cymeradwywyd Dyddiad: 28.01.19
Cyfarwyddwr:	Sylwadau: Cymeradwywyd Dyddiad: 25.01.19
Cyllid/Trysorydd:	Sylwadau: Cymeradwywyd Dyddiad: 25.01.19
Prif Swyddog Tân / Dirprwy Brif Swyddog Tân	Sylwadau: Cymeradwywyd Dyddiad: 25.01.19

PAPURAU CEFNDIR A DDEFNYDDIWDYD WRTH BARATOI'R ADRODDIAD HWN:

Yn cyflwyno'r Adroddiad:	Rheolwr Ardal Iwan Cray Pennaeth Corfforaethol Adnoddau
Awdur(on) yr Adroddiad a'u Swyddi	Helen Rees Pennaeth Caffael a Chontractio
Dyddiad yr ysgrifennwyd yr adroddiad gwreiddiol	21/01/2019

REPORT TO THE FIRE AUTHORITY
4th FEBRUARY 2019
CHANGES IN CONTRACT STANDING ORDERS
AND PROCUREMENT PROCEDURAL GUIDANCE

1 Summary

- 1.1 Following the establishment of the Wales Fire and Rescue Procurement Service in June 2014, as approved by the National Issues Committee, all the Welsh Fire Authority's Contract Standing Orders were standardised across the Welsh Fire and Rescue Services in June 2014. A period of consolidation has ensued, and it was agreed by the Procurement Service that a review of Contract Standing Orders (Appendix 1) and the associated Procurement Procedural Guidance document (Appendix 2) be undertaken, with the aim of implementing the revised version from 1st April 2019. This review has taken place, and in the light of this, this report recommends a number of amendments to the current Standing Orders be made, primarily focussing on the tendering thresholds and has been approved by the Service Leadership Team and Resource Management Committee.

2 National/Wales Position

- 2.1 As the result of a strategic procurement review in 2013, the National Issues Committee approved a virtual merger of the procurement departments within Mid and West and South Wales Fire and Rescue Services in January 2014. At the time it was agreed that Contract Standing Orders and other procurement documentation would be reviewed and standardised across the three Welsh Fire and Rescue Services in order to ease collaboration.

Now that Procurement is well established within the Welsh Fire and Rescue Services it was agreed that it was an opportune time to review Contract Standing Orders and ascertain whether they were still fit for purpose.

3 Mid and West Wales Fire and Rescue Service Current Position

- 3.1 The profile of Procurement within the Service has improved over recent years with greater communication and collaboration between budget managers and members of the procurement team. With this in mind it was timely to consider providing more flexibility and less bureaucracy for end users whilst still maintaining a robust and transparent audit trail to avoid any future challenges from suppliers.

4 Proposal

- 4.1 It is proposed that a number of changes be made to Contract Standing Orders as summarised in Appendix 3.

The NIC Procurement Practitioners' Group is responsible for the review of Contract Standing Orders. This group comprises the Head of Procurement and Contracting from Mid and West Wales Fire and Rescue Service and the Senior Procurement Officer and Procurement Officer from South Wales Fire and Rescue Service.

Responsibility for Contract Standing Orders within the Service lies within the Resources Directorate.

This report was approved by the Service Leadership Team on 12th December 2018 and by Resource Management Committee on 21st January 2019.

5 Financial/Procurement Implications

5.1 There are no financial implications in terms of this proposal.

There are implications in terms of procurement procedures being amended in line with the changes being made to Contract Standing Orders. This should reduce bureaucracy surrounding lower value expenditure and make it easier and quicker for budget managers to procure one-off lower value goods and services.

6 Risk Assessment/Legal Implications

6.1 Whilst budget managers will be allowed more flexibility in terms of the higher threshold being proposed for three informal quotes there will be no increased risk as they will still be required to complete a PROC04 form to record their 3 quotations for expenditure between £2,500 and £20,000. This will provide a robust audit trail, will ensure that three quotations have been obtained and will document the justification for selecting the successful supplier.

7 Equality and Diversity Including Welsh Language

7.1 Not considered relevant

8 Human Resource and People Development

8.1 The reduced bureaucracy resulting from the change of thresholds should make procurement easier for end users and should result in reduced timescales for lower value procurement exercises.

9 Information and Communications Technology (ICT)

9.1 Not considered relevant

10 Estates

10.1 Not considered relevant

11 Service Delivery

11.1 Not considered relevant.

12 Fire Authority Governance

12.1 As the report relates to making changes to the Service's Constitution it needs final approval by the Fire Authority on 4th February 2019 prior to implementation on 1st April 2019.

13 Consultation & Communication

- 13.1 As part of the consultation process this report and associated appendices was circulated to all members of SLT via Teams well in advance of the meeting to allow for any feedback.
- 13.2 Consultation has taken place with procurement colleagues from South Wales Fire and Rescue Service.
- 13.3 If the proposal is approved the Procurement department will communicate the changes via @work as well as meeting with budget managers face-to-face to explain what has changed. A one-page reference sheet will also be prepared for end users to highlight the main changes. This will occur prior to the proposed implementation on 1st April 2019.

14 Evaluation

- 14.1 It is proposed that the number of informal quotations conducted will be monitored via the PROC04 quotation record form for a one year period from the date of implementation to assess whether it would be beneficial to increase the value for money threshold to up to £5,000 in order to further reduce workloads for end users.

15 Well-being of Future Generations (Wales) Act 2015

- 15.1 This proposal will assist in meeting the “A Prosperous Wales” objective of the Well-being of Future Generations (Wales) Act 2015. More opportunities will be made available to local Small to Medium Enterprises (SMEs) as the three quote threshold has been raised from £10,000 to £20,000 thus allowing budget managers to obtain quotations from suppliers within the local community as opposed to having to advertise on sell2wales where a large number of UK companies are registered in addition to Welsh SMEs.

16 Data Protection and Privacy Issues

- 16.1 The proposals within this report will have no direct impact on GDPR and Data Privacy issues. These will be considered as part of the individual procurement exercises as and when they are conducted.

17 Recommendations

1. That Fire Authority members note the contents of the report;
2. That Fire Authority members approve the proposed changes as recommended by the Resource Management Committee.

**WALES FIRE & RESCUE
PROCUREMENT SERVICE
CONTRACT STANDING ORDERS**

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All costs stated in these Standing Orders are exclusive of VAT, staff costs and fees

A BRIEF GUIDE TO CONTRACT STANDING ORDERS

These Contract Standing Orders (issued in accordance with section 135 of the 1972 Local Government Act) are intended to promote good purchasing practice and public accountability and deter corruption. Following these Standing Orders is the best defence against allegations that a purchase has been made incorrectly or fraudulently.

Officers responsible for purchasing or disposal must comply with these Contract Standing Orders. They lay down minimum requirements although a more thorough procedure may be appropriate for particular contracts and it is therefore recommended that advice be sought from a member of the Procurement team.

The Standing Order covers both Capital and Revenue expenditure contracts, from large complex Capital Schemes to goods and services of a revenue nature. They have to be followed for all spend irrespective of funding source e.g. Fire Authority, Welsh Government etc.

For the purposes of these Standing Orders, where there is a requirement for communication to be in writing, this shall be deemed to include e-mail and fax transmissions as well as hard copy. Officers of the service must:-

- Follow the Standing Orders and accompanying Procurement Procedural Guide if you purchase goods, services or works.
- Take all necessary legal, financial and professional advice.
- Declare any personal financial interest in a contract. Corruption is a criminal offence.
- Conduct any Best Value review and appraise the purchasing need.
- Check whether there is an existing Corporate Contract or framework you can make use of before undergoing a competitive process.
- Allow sufficient time for the submission of bids.
- Keep bids confidential.
- Complete a written contract or Fire and Rescue Service purchase order before the supply or works begin.
- Identify a project lead with responsibility for ensuring the contract delivers as intended.
- Keep records of dealings with suppliers.
- Assess each contract afterwards to see how well it met the purchasing need and Value for Money requirements.

SECTION 1: SCOPE OF CONTRACT STANDING ORDERS

CSO1 BASIC PRINCIPLES

- 1.1 All purchasing and disposal procedures must:
- a) achieve Best Value for public money spent on the most economically advantageous tender (MEAT) methodology
 - b) be consistent with the highest standards of integrity
 - c) ensure fairness in allocating public contracts
 - d) comply with all legal requirements
 - e) ensure that Non-commercial Considerations do not influence any Contracting Decision
 - f) support the corporate and departmental aims and policies
 - g) comply with the Wales Fire & Rescue Procurement Service Strategy

CSO2 OFFICER RESPONSIBILITIES

2.1 Officers

2.1.1. Officers responsible for purchasing or disposal must comply with these Contract Standing Orders, Financial Regulations, the Code of Conduct and with all UK and European Union binding legal requirements. Officers must ensure that any Agents, Consultants and contractual partners acting on their behalf also comply.

2.1.2 Officers must:

- a) have regard to the guidance in the Procurement Procedures
- b) check whether a suitable Corporate Contract or framework exists before seeking to let another contract; where a suitable Corporate Contract or framework exists, this must be used unless there is an auditable reason not to
- c) keep the records required by CSO 6
- d) take all necessary legal, financial and professional advice.

2.1.3 When any employee either of the authority or of a service provider may be affected by any transfer arrangement, Officers must ensure that the Transfer of Undertaking (Protection of Employment) (TUPE) issues are considered and obtain legal advice before proceeding with inviting Tenders or Quotations.

2.2 Chief Officers

2.2.1 Chief Officers must:

- a) ensure that their staff comply with these Contract Standing Orders
- b) ensure that contracts completed by signature or seal are forwarded to the Procurement Department who will arrange for their safekeeping. A copy is also to be retained by the user department.
- c) ensure that exemptions are properly recorded under CSO 3.

CSO3	EXEMPTIONS, COLLABORATIVE AND E-PROCUREMENT ARRANGEMENTS
3.1	Exemptions
3.1.1	Exemptions to these Contract Standing Orders will only be granted in exceptional circumstances upon receipt of the exemption form. Where exemptions are granted this does not negate the need to have a contract in writing in accordance with these Contract Standing Orders. Guidance upon when exemptions may be appropriate can be found in the Procurement Procedures.
3.1.2	Where a proposed contract is likely to exceed the EU Threshold for Supplies and Services Contracts, subject to CSO 3.1.3 below no officer has delegated powers to grant an exemption.
3.1.3	Where an exemption is necessary because of an unforeseeable emergency involving immediate risk to persons, property or serious disruption to Fire and Rescue Authority services, the Designated Officers may jointly approve the exemption but they must prepare a report for the next Fire and Rescue Authority to support the action taken where applicable.
3.1.4	All exemptions must be recorded using the Request for Exemption Form. Exemptions shall be approved by the Procurement Team.
3.1.5	The Procurement Team must monitor the use of all exemptions.
3.2	Collaborative Procurement
3.2.1	In order to secure Value for Money, the Authority may enter into collaborative procurement arrangements. The Officer must consult the Procurement team where the purchase is to be made using collaborative procurement arrangements with another public sector body.
3.2.2	All purchases made via another public sector body are deemed to comply with these Contract Standing Orders and no exemption is required. However, purchases above the EU Threshold must be let under the EU Procedure, unless the public sector body has satisfied this requirement already by letting their contract in accordance with the EU Procedures on behalf of the authority and other consortium members.
3.2.3	Advice must be sought from a member of the Procurement team regarding the terms and conditions of contract applicable to any collaborative arrangement including the requirement to undertake competition between providers.
3.2.4	Copies of the contract must be obtained from the lead organisation whenever possible and the appropriate reference quoted on all correspondence / official orders to ensure compliance.

3.3 E-Procurement

3.3.1 The use of e-procurement technology does not negate the requirement to comply with all elements of these Contract Standing Orders, particularly those relating to competition and Value for Money.

CSO4 RELEVANT CONTRACTS

4.1 All Relevant Contracts must comply with these Contract Standing Orders. A Relevant Contract is any arrangement made by, or on behalf of, the Authority for the carrying out of works or for the supply of goods, materials or services. These include arrangements for:

- a) the supply or disposal of goods
- b) the hire, rental or lease of goods or equipment
- c) the delivery of services, including (but not limited to) those related to:
 - i. the recruitment of staff
 - ii. land and property transactions
 - iii. financial and consultancy services.

4.2 Relevant Contracts do not include:

- a) contracts of employment which make an individual a direct employee of the authority, or
- b) agreements regarding the acquisition, disposal, or transfer of land (for which Financial Regulations shall apply).

SECTION 2: COMMON REQUIREMENTS

CSO5 STEPS PRIOR TO PURCHASE

5.1 The Officer must appraise the purchase, in a manner commensurate with its complexity and value, and taking into account any guidance in the Procurement Procedure, by:

- a) taking into account the requirements from any relevant Best Value review
- b) appraising the need for the expenditure and its priority
- c) defining the objectives of the purchase
- d) assessing the risks associated with the purchase and how to manage them
- e) considering what procurement method is most likely to achieve the purchasing objectives, including internal or external sourcing, partnering, packaging strategy and collaborative procurement arrangements with other public sector bodies
- f) consulting users as appropriate about the proposed procurement method, contract standards and performance and user satisfaction monitoring
- g) drafting the special terms and conditions that are to apply to the proposed contract
- h) setting out these matters in writing using the PROC05 form if the Total Value of the purchase exceeds £20,000.

5.2 The Officer must confirm in writing to the Procurement Officer that there is specific authority or delegated approval for the expenditure for all purchases over £20,000

CSO6 RECORDS

- 6.1 For all procurements the following records must be kept:
- a) any exemptions and the reasons for them
 - b) the method for obtaining bids (see CSO 8.1)
 - c) the Award Criteria in descending order of importance
 - d) quotation/tender documents sent to and received from Suppliers
 - e) clarification and post-quotation/tender negotiation (to include minutes of meetings)
 - f) any Contracting Decision and the reason for it
 - g) the reason for selecting the winning supplier.
 - h) written records of communications with the successful contractor or an electronic record if a written record of the transaction would normally not be produced.
 - i) the contract documents
 - j) post-contract evaluation and monitoring
 - k) communications with Tenderers and with the successful contractor throughout the period of the contract.
- 6.2 Successful quotations and tenders must be kept for six years after the end of the contract. Documents which relate to unsuccessful Tenderers should be kept for 12 months from award of contract, provided there is no dispute about the award.

CSO7 ADVERTISING, APPROVED LISTS AND FRAMEWORK AGREEMENTS

7.1 Identifying and Assessing Potential Tenderers

- 7.1.1 Officers shall ensure that, where proposed contracts, irrespective of their Total Value, might be of interest to potential Suppliers located in other member states of the EU, a sufficiently accessible advertisement is published. Generally, the greater the interest of the contract to potential bidders from other member states, the wider the coverage of the advertisement should be. Examples of where such advertisements may be placed include:
- a) portal websites specifically created for contract advertisements such as Sell2Wales
 - b) national official journals, or
 - c) the Official Journal of the European Union (OJEU)/Tenders Electronic Daily (TED) (even if there is no requirement within the EU Procedure).
- 7.1.2 Officers are responsible for ensuring that all Tenderers for a Relevant Contract are suitably assessed. The assessment process shall establish that the potential Tenderers have sound:
- a) economic and financial standing
 - b) technical ability and capacity to fulfil the requirements of the authority
- 7.1.3 This shall be achieved in respect of proposed contracts that are expected to exceed the EU Threshold for Supplies and Services Contracts by selecting firms from:
- a) Framework Agreements or
 - b) Shortlists assessed from expressions of interest in a particular contract submitted in response to a public advertisement through a restricted procedure or
 - c) Evaluation of offers received in response to a public advertisement through an open Procedure

7.2 Approved or Select List	
7.2.1	To facilitate the administration of an “Approved or Select List” the “Constructionline” register of pre-qualified suppliers may be utilised where appropriate. The list of preferred bidders must give equal opportunity to perspective suppliers by rotation to ensure no one supplier is favoured. No other form of approved list or select list shall be maintained.
7.3 Framework Agreements	
7.3.1	The term of a Framework Agreement in most circumstances should not exceed four years. There may be exceptional circumstances which must be discussed with the procurement team prior to the process commencing. An agreement may be entered into with one or more providers.
7.3.2.	Contracts based on Framework Agreements may be awarded by either: <ul style="list-style-type: none"> a) applying the terms laid down in the Framework Agreement (where such terms are sufficiently precise to cover the particular call-off) without reopening competition, or b) where the terms laid down in the Framework Agreement are not precise enough or complete for the particular call off, by holding a mini competition in accordance with the following procedure: <ul style="list-style-type: none"> i. inviting the organisations within the Framework Agreement that are capable of executing the subject of the contract to submit written Tenders ii. fixing a time limit which is sufficiently long to allow Tenders for each specific contract to be submitted, taking into account factors such as the complexity of the subject of the contract iii. awarding each contract to the Tenderer who has submitted the best Tender on the basis of the Award Criteria set out in the specifications of the Framework Agreement.
7.3.3	Copies of the contract must be obtained from the lead organisation whenever possible and the appropriate reference quoted on all correspondence / official orders to ensure compliance.

SECTION 3: CONDUCTING PURCHASE AND DISPOSAL

CSO8 COMPETITION REQUIREMENTS FOR PURCHASE, DISPOSAL AND PARTNERSHIP ARRANGEMENTS

8.1 Purchasing - Competition Requirements	
8.1.1	Where the Total Contract Value for a purchase is within the values in the first column below, the Procurement Procedure in the second column must be followed.
Total Contract Value for Term	Procurement Procedure
Under £2,500	Value for Money
£2,500 to £19,999	At least three written quotes or Invitation to Quote (ITQ) on Sell2Wales portal
£20,000 to £119,999	Formal quotations through advertisement and ITQ / Contract Notice on Sell2Wales portal
£120,000 to EU threshold	Invitation to Tender through advertisement on Sell2Wales portal
Above EU Threshold	Invitation to tender by advertisement in EU Journal

8.1.2	The Officer must calculate the Total Value including any options to extend in accordance with the definition given in the Definitions Appendix to these Contract Standing Orders. An Officer must not enter into separate contracts nor select a method of calculating the Total Value in order to minimise the application of these Contract Standing Orders.
8.1.3	Where the EU Procedure is required, the Officer shall consult a member of the Procurement team to determine the method of conducting the purchase i.e. Open, Restricted, Competitive Dialogue or Innovation Procedure.
8.1.4	Where the estimated value is considered to be under the EU Threshold for Supplies and Services Contracts but on return of quotes it is discovered that the lowest offer is above this amount then a tender process will be implemented.
8.1.5	Where the estimated value is considered to be under the £20,000 quote threshold limit but on return of quotes it is discovered that the lowest offer is above £20,000 then a variance of £2,000 will be implemented rather than re-start the formal quote process as this would be more cost effective. Similarly where the estimated value is considered to be under the £120,000 tender threshold limit but on return of quotes it is discovered that the lowest offer is above £120,000 then a variance of £5,000 will be accepted.
8.2	Assets for Disposal
8.2.1	Assets for disposal must follow the route as outlined in the Procurement Procedure with the aim of achieving optimum Value for Money. The method of disposal of surplus or obsolete stocks/stores or assets other than land must be formally agreed with the Procurement Team.
8.2.2	Donations of any assets of the Authority can only be made with the approval of the Fire and Rescue Authority.
8.3	Providing Services to External Purchasers
8.3.1	The Monitoring Officer/Clerk, a member of the Procurement team and Financial Regulations must be consulted where contracts to work for organisations other than the Authority are contemplated.
8.4	The Appointment of Consultants to Provide Services
8.4.1	Consultant architects, engineers, surveyors and other professional Consultants shall be selected and commissions awarded in accordance with the procedures detailed within these Contract Standing Orders and as outlined in 8.1.1.
8.4.2	The engagement of a Consultant shall follow the agreement of a written brief that adequately describes the scope of the services to be provided and shall be subject to completion of a formal letter for values under £10,000 or contract of appointment for values exceeding £10,000.
8.4.3	Records of consultancy appointments shall be maintained in accordance with CSO 6.

8.4.4 Consultants shall be required to provide evidence of, and maintain professional indemnity insurance policies to the satisfaction of the relevant Chief Officer for the periods specified in the respective agreement.

8.5 Nominated Sub-Contractors / Products

8.5.1 Where a sub-contractor, supplier or product is to be nominated to a main contractor these standing orders shall apply. This shall take the form of invitation to open competition.

8.5.2 The terms of such invitation shall require an undertaking by the Tenderer that if they are selected then they will be willing to enter into a contract with the main contractor on terms which indemnify the main contractor against their own obligations under the main contract in relation to the work and goods included in the sub-contract unless provision is made contrary under conditions of contract.

8.5.3 The officer shall nominate to the main contractor the person whose tender is most satisfactory.

CSO9 PRE- TENDER MARKET RESEARCH AND CONSULTATION

9.1 The Officer responsible for the purchase:

- a) may consult potential suppliers prior to the issue of the Invitation to Tender in general terms about the nature, level and standard of the supply, contract packaging and other relevant matters, provided this does not prejudice any potential Tenderer, but
- b) must not seek or accept technical advice on the preparation of an Invitation to Tender or Quotation from anyone who may have a commercial interest in them, if this may prejudice the equal treatment of all potential Candidates or distort competition, and
- c) must not request a supplier to produce prototypes or run trials of goods prior to a procurement process as this could provide a supplier with a competitive advantage and render them ineligible to tender, and
- d) should seek advice from a member of the Procurement Team.

CSO10 STANDARDS AND AWARD CRITERIA

10.1 The Officer must ascertain what are the relevant British, European or International standards which apply to the subject matter of the contract. The Officer must include those standards which are necessary properly to describe the required quality. The Procurement Officer must be consulted if it is proposed to use standards other than European standards.

10.2 Contracts should be let on a "whole life costing" basis taking into account initial, ongoing and disposal costs. This shall apply to sustainable elements of a contract which may incur costs up front but lead to savings or greater efficiencies overall during the life of the project or asset.

10.3 The Officer must define Award Criteria that are appropriate to the purchase and designed to secure an outcome giving Value for Money for the Authority. The basic criteria shall be:

- a) 'most economically advantageous', where considerations other than price also apply.
- b) 'highest price' if payment is to be received, or
- c) 'lowest price' where payment is to be made by the Authority

If the last criterion is adopted, it must be further defined by reference to sub-criteria which may refer only to relevant considerations. These may include price, service, quality of goods, running costs, technical merit, previous experience, delivery date, cost effectiveness, quality, relevant environmental considerations, aesthetic and functional characteristics (including security and control features), safety, after-sales services, technical assistance and any other relevant matters.

10.4 Award Criteria must not include:

- a) Non-commercial Considerations
- b) matters which discriminate against suppliers from the European Economic Area or signatories to the Government Procurement Agreement.
- c) Information relating to past performance to the Service (subject to amendments to the EU Procurement Regulations)

CSO11 INVITATIONS TO TENDER/QUOTATIONS

11.1 The Invitation to Tender or Invitation to provide a Quotation shall state that no Tender or Quotation will be considered unless it is received by the date and time stipulated in the Invitation. No Tender or Quotation delivered in contravention of this clause shall be considered unless there is proof of posting. Dispensation will have to be granted by the relevant officer.

11.2 All Invitations to Tender shall include the following:

- a) A specification that describes the Authority's requirements in sufficient detail to enable the submission of competitive offers.
- b) A requirement for Tenderers to declare that the Tender content, price or any other figure or particulars concerning the Tender have not been disclosed by the Tenderer to any other party (except where such a disclosure is made in confidence for a necessary purpose).
- c) A requirement for Tenderers to complete fully and sign all Tender documents including a form of Tender and certificates relating to canvassing and non-collusion.
- d) Notification that Tenders are submitted to the Fire Authority on the basis that they are compiled at the Tenderers expense
- e) A description of the Award Procedure and, unless defined in a prior advertisement, a definition of the Award Criteria in objective terms and if possible in descending order of importance.
- f) A stipulation that any Tenders submitted by fax or other electronic means shall not be considered other than through an E-Tendering portal.
- g) The method by which any arithmetical errors discovered in the submitted Tenders is to be dealt with. In particular, whether the overall price prevails over the rates in the Tender or vice versa.

11.3	All Invitations to Tender or Quotations must specify the goods, service or works that are required, together with the terms and conditions of contract that will apply (see CSO 16).
11.4	The Invitation to Tender or Quotation must state that the Fire Authority is not bound to accept any Quotation or Tender.
11.5	All Tenderers invited to Tender or quote must be issued with the same information at the same time and subject to the same conditions. Any supplementary information must be given on the same basis.

CSO12 SHORTLISTING

12.1	Any shortlisting must have regard to the financial and technical standards relevant to the contract and the Award Criteria. Special rules apply in respect of the EU Procedure.
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CSO13 SUBMISSION, RECEIPT AND OPENING OF TENDERS/ QUOTATIONS

13.1	Tenderers must be given an adequate period in which to prepare and submit a proper Quotation or Tender, consistent with the complexity of the contract requirement. Normally at least four weeks should be allowed for submission of Tenders unless exceptional circumstances prevail. The EU Procedure lays down specific time periods and the Procurement Officer will provide advice on these where required.
13.2	All Tenders must be returned to the Designated Officer or their nominated representative.
13.3	Where a procurement portal is being used all submissions received by other means (e.g. fax/email) must be rejected.
13.4	The Procurement Officer or their nominated representative must ensure that all Tenders are opened at the same time when the period for their submission has ended. Quotations and Tenders up to the EU Threshold shall be opened by the relevant designated officers. Electronic Tenders are subject to opening by a member of the procurement team as a full audit trail of all activities is kept on record.
13.5	Where electronic tendering has taken place the opening procedure shall be commenced by the authorised opening officer in 13.4. The authorised opening officer shall release the tenders in order to start the evaluation process.

CSO14 CLARIFICATION PROCEDURES AND POST-TENDER NEGOTIATION

- 14.1 During the tender process suppliers may seek clarification on any aspects of the tender, in writing. Responses to any clarification queries will be shared with all suppliers who have expressed an interest in the tender unless commercially sensitive. Points of clarification during the tender evaluation period must be carried out by the procurement team.
- 14.2 If post-tender negotiations are necessary after a single-stage Tender or after the second stage of a two-stage Tender, then such negotiations shall only be undertaken with the Tenderer who is identified as having submitted the best Tender and after all unsuccessful Tenderer have been informed. During negotiations tendered rates and prices shall only be adjusted in respect of a corresponding adjustment in the scope or quantity included in the Tender documents. Officers appointed by the Chief Officer to carry out post-tender negotiations should ensure that there are recorded minutes of all negotiation meetings and that both parties agree actions in writing.
- 14.3 Post-tender negotiation must only be conducted in accordance with the guidance issued by the Procurement team who must be included and consulted wherever it is proposed to enter into post-tender negotiation. Negotiations must be conducted by a team of at least two Officers, one of whom must be from the procurement team.
- 14.4 Where post-tender negotiation results in a fundamental change to the specification (or contract terms) the contract must not be awarded but re-tendered.

CSO15 EVALUATION, AWARD OF CONTRACT, AND DEBRIEFING TENDERERS

- 15.1 Apart from the debriefing required or permitted by these Contract Standing Orders, the confidentiality of Quotations, Tenders and the identity of Tenderers must be preserved at all times and information about one Tenderers response must not be given to another Tenderer.
- 15.2 Contracts must be evaluated and awarded in accordance with the Award Criteria. During this process, Officers shall ensure that submitted Tender prices are compared with any pre-tender estimates and that any discrepancies are examined and resolved satisfactorily.
- 15.3 The arithmetic in compliant Tenders must be checked. If it becomes clear that there is a clerical error in a quote/tender then that quote/tender shall be considered as if such error had been corrected and a quote/tender shall not be invalidated by such a clerical error unless the error is of such a nature as to render it unclear as to what the terms of the quote/tender are. The Tenderer shall be given the opportunity of confirming or withdrawing the corrected Tender. In the case of an otherwise successful Tender, should it be withdrawn, then the next competitive Tender in the evaluation process can be considered.

15.4	Officers may accept Quotations and Tenders received in respect of proposed contracts and award these to the successful Tenderer, provided expenditure has been approved by the Fire Authority and a budget been allocated and these have been evaluated fully in accordance with these Contract Standing Orders and, in respect of proposed contracts up to a value of £750,000, or if a framework up to £1,500,000. The awarding of contracts that are expected to exceed £750,000 for a one year term or £1,500,000 for a term in excess of one year shall also be approved by the Fire and Rescue Authority.
15.5	The procurement team will notify all Tenderers simultaneously and as soon as possible of the intention to award the contract to the successful Tenderer. The procurement team must provide unsuccessful Tenderers with a period of at least ten days (standstill period) in which to challenge the decision before the procurement team awards the contract. If the decision is challenged by an unsuccessful Tenderer then the procurement team shall not award the contract until the matter is resolved.
15.6	<p>The procurement team shall debrief in writing all those Tenderers who submitted a bid about the characteristics and relative advantages of the leading bidder. The procurement team will provide the following information to unsuccessful suppliers:</p> <ul style="list-style-type: none"> a) how the Award Criteria were applied b) how the Tenderer scored on the Award Criteria in comparison to the successful Tenderer. c) A summary of the differences in quality scoring between the successful and unsuccessful suppliers
15.7	If a Tenderer requests in writing the reasons for a Contracting Decision, the Officer must give the reasons in writing within 15 calendar days of the request. If requested, the Officer may also give the debriefing information at CSO 15.6 above to Tenderers who were deselected in a pre-tender Shortlisting process.

SECTION 4: CONTRACT AND OTHER FORMALITIES

CSO16 CONTRACT DOCUMENTS

16.1 Relevant Contracts	
16.1.1	All Relevant Contracts that exceed £20,000 shall be in writing with advice sought from the Procurement Team.
16.1.2	<p>All Relevant Contracts, irrespective of value, shall clearly specify:</p> <ul style="list-style-type: none"> a) what is to be supplied (i.e. the works, materials, services, matters or things to be furnished, had or done) b) the provisions for payment (i.e. the price to be paid and when) c) the time, or times, within which the contract is to be performed d) the provisions for the Fire and Rescue Authority to terminate the contract. e) Any extension periods.
16.1.3	Where a contract is let it shall be under the Fire Authority's own Terms and Conditions, Standard J.C.T, N.E.C, I.C.E. conditions or the standard terms and conditions issued by the contracting authority.

16.1.4 In addition, every Relevant Contract of purchase over £20,000 must also state clearly as a minimum:

- a) that the contractor may not assign or sub-contract without prior written consent
- b) any insurance requirements
- c) Health and Safety requirements
- d) Race Relations requirements
- e) Disability Discrimination Act requirements
- f) Freedom of Information Act & Data Protection (GDPR) requirements
- g) Welsh Language Act requirements
- h) where Agents are used to let contracts, that Agents must comply with the Fire and Rescue Authority's Contract Standing Orders
- i) a right of access to relevant documentation and records of the contractor for monitoring and audit purposes if relevant.
- j) All sustainability requirements including ethical, moral, environmental.
- k) Code of Practice for Ethical Employment in the Supply chain requirements.
- l) Wellbeing of Future Generations (Wales) Act requirements.

16.2 Contract Formalities

16.2.1 Agreements shall be completed as follows

Total Value	Method of Completion	By
Any Deed (regardless of value) or £20,000 to EU threshold	Signature	Monitoring Officer and in their absence the Deputy monitoring Officer on receipt of appropriately completed form
Above EU threshold	Seal	

16.2.2 All contracts must be concluded formally in writing before the supply, service or construction work begins, except in exceptional circumstances, and then only with the written consent of the Monitoring Officer. An Award letter or letter of intent is insufficient

16.2.3 The Officer responsible for securing signature of the contract must ensure that the person signing for the other contracting party has authority to bind it and detail the authority on the contract signing/sealing form.

16.3 Sealing

16.3.1 Where contracts are completed by each side adding their formal seal, such contracts shall be signed by the Monitoring Officer as detailed in CSO 16.2.1 above.

16.3.2 Every Fire and Rescue Authority sealing will be consecutively numbered, recorded and signed by the person witnessing the seal. The seal must not be affixed without the authority of the Monitoring Officer acting under delegated powers and in their absence the Deputy Monitoring Officer.

16.3.3 A contract must be sealed where:

- a) It is a deed or
- b) the Fire and Authority may wish to enforce the contract more than six years after its end or
- c) the price paid or received under the contract is a nominal price and does not reflect the value of the goods or services or
- d) the Total Value exceeds the EU Threshold.

CSO17 BONDS

17.1 The Officer must consult the Head of Finance and Procurement about whether a Bond is needed:

- a) where the Total Value exceeds £1,000,000, or
- b) where it is proposed to make stage or other payments in advance of receiving the whole of the subject matter of the contract and there is concern about the stability of the Tenderer.

CSO18 PREVENTION OF CORRUPTION

18.1 The Officer must comply with the Code of Conduct and must not invite or accept any gift or reward in respect of the award or performance of any contract. It will be for the Officer to prove that anything received was not received corruptly. High standards of conduct are obligatory. Corrupt behaviour will lead to dismissal and is a crime under the statutes referred to in CSO 18.2 below.

18.2 The following clause must be put in every written Fire and Rescue Service contract:

"The Fire and Rescue Service may terminate this contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:

- a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Fire and Rescue Service contract (even if the Contractor does not know what has been done), or
- b) commit an offence under the Bribery Act 2010, or
- c) commit any fraud in connection with this or any other Fire and Rescue Service contract whether alone or in conjunction with Fire and Rescue Authority members, contractors or employees.

Any clause limiting the Contractor's liability shall not apply to this clause".

CSO19 DECLARATION OF INTERESTS

19.1 If it comes to the knowledge of a member or an employee of the service that a contract in which he or she has a pecuniary interest has been or is proposed to be entered into by the Fire and Rescue Service, he or she shall immediately give written notice to the Delegated Officer.

19.2	Such written notice is required irrespective of whether the pecuniary interest is direct or indirect. An indirect pecuniary interest is distinct from a direct pecuniary interest in as much as it is not a contract to which the member or employee is directly a party.
19.3	A shareholding in a body not exceeding a total nominal value of £1,000 or 1% of the nominal value of the issued share capital (whichever is the less) is not a pecuniary interest for the purposes of this contract standing order.
19.4	The Monitoring Officer/Clerk shall maintain a record of all declarations of interests notified by Members and Officers
19.5	The Monitoring Officer/Clerk shall ensure that the attention of all Members is drawn to the National Code of Local Government Conduct.

SECTION 5: CONTRACT MANAGEMENT

CSO20 MANAGING CONTRACTS

20.1	Heads of Service in sponsoring departments are to name contract leads for all new contracts. All contracts must have a named contract lead for the entirety of the contract.
20.2	Contract Leads must follow the procedures set out in the Fire and Rescue Service's Contract Management Guide.

CSO21 RISK ASSESSMENT AND CONTINGENCY PLANNING

21.1	A business case must be prepared for all procurements with a potential value over the EU Threshold. Provision for resources for the management of the contract, for its entirety, must be identified in the business case.
21.2	For all complex contracts or those with a value of over £120,000 contract leads should, where appropriate: <ul style="list-style-type: none"> a) maintain a risk register during the contract period b) undertake appropriate risk assessments and for identified risks c) ensure contingency measures are in place.

CSO22 CONTRACT MONITORING, VARIATION, EVALUATION AND REVIEW

22.1	All contracts which have a value higher than the EU Threshold limits, or which are High Risk, are to be subject to regular review meetings with the contractor in line with the advice provided by the Procurement Team.
22.2	All variation to contract (in line with the original objectives/specification) must be formally recorded on a "variation to contract" form and endorsed by all parties.

22.3 During the life of the contract, the Contract Manager must monitor in respect of:

- a) performance
- b) compliance with specification and contract cost
- c) any Value for Money requirements
- d) user satisfaction and risk management.

CSO23 CONTRACT EXTENSION

23.1 Where a contract provides for an optional extension to the term, then this shall be granted upon written confirmation to the Procurement Team from the Contract Manager incorporating data from the reviews carried out under CSO 22.

23.2 In exceptional circumstances an extension of up to 12 months may be granted where a contract has expired and no optional extension exists provided the proposed extension value for the Authority does not exceed the EU Threshold for Supplies and Services Contracts. This must be recorded on a Contract Extension form and approved by the relevant authorised signatories. An example of this would be where there has been a delay in the procurement process resulting in a possible period of Non Compliance or National frameworks not being renewed in time.

23.3 Where the total value of an extension of an expired contract is above the EU Threshold then no extension shall be granted without Fire and Rescue Authority approval.

These contract standing orders should be read in conjunction with the procurement procedures guide which contain more detailed guidance on how to procure goods, services, works and consultancy.

DEFINITIONS APPENDIX

Agent	A person or organisation acting on behalf of the Fire and Rescue Service or on behalf of another organisation
Award Criteria	The criteria by which the successful Quotation or Tender is to be awarded (see further CSO 10 & 11.2).
Award Procedure	The procedure for awarding a contract as specified in CSO's 8, 10 & 15.
Best Value	The duty, which Part 1 of the Local Government Act 1999 places on local authorities, to secure continuous improvement in the way in which functions are exercised, having regard to a combination of economy, efficiency and effectiveness as implemented by the Fire and Rescue Service. This terminology has now in many instances been superseded by Value for Money.
Bond	An insurance policy: if the contractor does not do what it has promised under a contract with the Fire and Rescue Service, the Fire and Rescue Service can claim from the insurer the sum of money specified in the bond (often 10% of the contract value). A bond is intended to protect the Fire and Rescue Service against a level of cost arising from the contractor's failure.
Chief Officer	Any of the Directors of the Fire and Rescue Service.
Code of Conduct	The code regulating conduct of officers issued by the Monitoring Officer contained in the general Standing Orders of the Fire and Rescue Service.
Committee	A committee which has power to make decisions for the Fire and Rescue Service, for example a joint committee with another local authority, but not a scrutiny committee.
Consultant	Someone employed for a specific length of time to work to a defined project brief with clear outcomes to be delivered, who brings specialist skills or knowledge to the role, and where the Fire and Rescue Service has no ready access to employees with the skills, experience or capacity to undertake the work.
Contracting Decision	Any of the following decisions: <ul style="list-style-type: none"> - composition of approved lists - withdrawal of invitation to tender - whom to invite to submit a quotation or tender - shortlisting award of contract - any decision to terminate a contract.
Contract Manager	An officer from the User Department responsible for ensuring that the outcomes of the procurement are met
Corporate contract	A contract let by Procurement to support the Fire and Rescue Service's aim of achieving value for money.
Delegated Officer	An officer appointed to ensure compliance with the procurement procedure.
EU Procedure	The procedure required by the EU where the Total Value exceeds the EU threshold.
EU Threshold	The contract value at which the EU public procurement directives apply.
Financial Officer	The most senior officer representing the Chief Fire Officer or designated by him/her to provide financial advice to the Chief Fire Officer.
Financial Regulations	The financial regulations outlining officer responsibilities to financial matters issued by the Treasurer.
Framework Agreement	An agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.
Government Procurement Agreement	The successor agreement to the general agreement on trade and tariffs. The main signatories other than those in the European economic area are the USA, Canada, Japan, Israel, South Korea, Switzerland, Norway, Aruba, Hong Kong, China, Liechtenstein, and Singapore.
High Profile	A high profile purchase is one that could have an impact on functions integral to Fire and Rescue Service's service delivery should it fail or go wrong.
High Risk	A high risk purchase is one which presents the potential for substantial exposure on the Fire and Rescue Service's part should it fail or go wrong.
High Value	A high value purchase is where the value exceeds the EU threshold values.

Invitation to Tender	Invitation to tender documents in the form required by these Contract Standing Orders.
Line Manager	The officer's immediate superior or the officer designated by the Chief Officer to exercise the role reserved to the line manager by these Contract Standing Orders.
Nominated Suppliers and Sub-contractors	Those persons specified in a main contract for the discharge of any part of that contract.
Non-Commercial Considerations	<p>(a) The terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion, transfer or training of or the other opportunities afforded to, their workforces (workforce matters).</p> <p>(b) Whether the terms on which contractors contract with their sub-contractors constitute, in the case of contracts with individuals, contracts for the provision by them as self-employed persons of their services only.</p> <p>(c) Any involvement of the business activities or interest of contractors with irrelevant fields of government policy.</p> <p>(d) The conduct of contractors or workers in industrial disputes between them or any involvement of the business activities of contractors in industrial disputes between other persons (industrial disputes).</p> <p>(e) The country or territory of origin of supplies to, or the location in any country or territory of the business activities or interests of contractors.</p> <p>(f) Any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees.</p> <p>(g) Financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support.</p> <p>(h) Use or non-use by contractors or technical or professional services provided by the authority under the Building Act 1984 or the Building (Scotland) Act 1959.</p> <p>(i) Workforce matters and industrial disputes, as defined in paragraphs (a) and (b), cease to be non-commercial considerations to the extent necessary or expedient to comply with Best Value, or where there is a transfer of staff to which the transfer of undertakings (Protection of Employment) Regulations 1981 (TUPE) may apply.</p>
Officer	The officer designated by the Chief Officer to deal with the contract in question.
Parent Company Guarantee	A contract which binds the parent of a subsidiary company as follows: if the subsidiary company fails to do what it has promised under a contract with the Fire and Rescue Service, the Fire and Rescue Service can require the parent company to do so instead.
Priority Services	Those services required to be tendered as defined in the EU public procurement directives.
Procurement Strategy	The document setting out the Fire and Rescue Service's approach to procurement and key priorities for the next few years.
Procurement Service	The Fire and Rescue Procurement Service charged with providing strategic direction and advice to secure Value for Money in the Fire and Rescue Service's activities.
Procurement Procedures	The suite of guidance documents, together with a number of standard documents and forms, which supports the implementation of these Contract Standing Orders. The guide is available on the Fire and Rescue Service's intranet.
Quotation	A quotation of price and any other relevant matter (without the formal issue of an invitation to tender).
Relevant Contract	Contracts to which these Contract Standing Orders apply (see CSO 16).
Shortlisting	The process of selecting candidates who are to be invited to quote or bid or to proceed to final evaluation.
Supervising Officer	The Line Manager's immediate superior.
Tender	A proposal submitted in response to a Invitation to Tender.
Tenderer	Any person who asks or is invited to submit a quotation or tender
Total Value	<p>The whole of the value or estimated value (in money or equivalent value) for a single purchase or disposal calculated as follows:</p> <p>(a) where the contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the period</p>

	<ul style="list-style-type: none"> (b) where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions in the coming 12 months (c) where the contract is for an uncertain duration, by multiplying the monthly payment by 48 (d) for feasibility studies, the value of the scheme or contracts which may be awarded as a result (e) for nominated suppliers and sub-contractors, the total value shall be the value of that part of the main contract to be fulfilled by the nominated supplier or sub-contractor.
TUPE – Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006 No: 246)	Subject to certain conditions, these regulations apply where responsibility for the delivery of works or services for the service is transferred from one organisation (eg private contractor, services in-house team) to another (eg following a contracting out or competitive tendering process), and where the individuals involved in carrying out the work are transferred to the new employer. These regulations seek to protect the rights of employees in such transfers, enabling them to enjoy the same terms and conditions, with continuity of employment, as existed with their former employer. Broadly, TUPE regulations ensure that the rights of employees are transferred along with the business.
Value for Money	Value for money is not the lowest possible price, it combines goods or services that fully meet your needs, with the level of quality required, delivery at the time you need it, and at an appropriate price.



Gwasanaeth Tân ac Achub
Fire and Rescue Service

South Wales
Fire and Rescue Service



Gwasanaeth Tân ac Achub
De Cymru

GWASANAETH TÂN AC ACHUB
Canolbarth a Gorllewin Cymru



Mid and West Wales

FIRE AND RESCUE SERVICE

WALES FIRE AND RESCUE SERVICE PROCUREMENT PROCEDURES

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1 Scope and Applicability

- 1.1 This document outlines the procurement procedure for the Welsh Fire & Rescue Procurement Services and relates to all employees involved in the purchase of goods, services and works.
- 1.2 The Policy and Procedure takes account of the Services' duties under legislative requirements for procurement, namely,
- EC Treaty (EC Public Procurement Directives)
 - Public Contracts Regulations 2015
- 1.3 Every contract made by or on behalf of the Authority shall be in conformity with and subject to any relevant directives or regulations of the European Economic Community for the time being in force in the United Kingdom. Purchases in excess of specified thresholds are subject to the European Union (EU) Public Procurement Directives. The thresholds relate to the total value over the full duration of a contract, and not the annual value. The thresholds are currently set at:
- Supplies and Services £181,302
 - Building and Engineering Works £4,551,413

These thresholds, exclusive of vat, are set every two years, and are revised in January. The latest values can be obtained from the Procurement Department.

2 Budget and Procurement Planning

Budget holders involved in procurement activities must be aware of the need to base procurement decisions on value for money and to make the most effective and efficient use of resources.

It should be ensured that all personnel from originator to budget holder fully understand these procedures and the consequences of any breaches. This applies for all items to be ordered whether from the Service's budget **or** from externally financed funds such as WG, Community Safety Partnerships, etc. Managers are responsible for ensuring all of their staff are aware of these procedures and that they abide by the rules.

2.1 Consideration for Budget Holders

Budget holders must consider the following points when proposing to purchase any new equipment, products or services.

2.1.1 Standardisation of Specification

In the interest of best value and value for money, budget holders should standardise specifications. The National Issues Committee (NIC) has made a commitment to standardise the specifications for

goods and services as much as practical.

All procurements are subject to a scoping exercise, using the PROC1 Wales Fire and Rescue Procurement Scoping Document.

This will enable the Service to maximise purchasing power and to secure better prices through economies of scale. Budget holders should consult with the Procurement Team on the range of products available that can be standardised throughout the Service i.e. desks, chairs, cabinets, equipment etc.

Budget holders are obliged to question the need for all purchases prior to placement of order.

2.2 Consultation

All relevant personnel should be informed of and consulted regarding the procurement as follows:

2.2.1 Health and Safety

Due consideration must be given to the safety aspect of any equipment purchased and operating/operational implications.

The Service's Health and Safety policy must be adhered to and where necessary written instructions and information must accompany the product on issue.

COSHH (Control of Substances Hazardous to Health) certificates must also be obtained for all hazardous substances when they are first purchased.

2.2.2 Transport

The Head of Transport should be consulted to identify space in the vehicle onto which the equipment is proposed to be carried, to ensure that it can be secured appropriately and does not affect the stability or exceed the maximum axle weights of the vehicle. Where replacement or upgraded equipment is being purchased, due regard must be given to the removal and disposal of the original kit to avoid duplication and unnecessary usage of valuable space on the appliance. The position identified will have regard to accessibility by a diverse workforce and manual handling implications.

2.2.3 Stores

The Stores function must be consulted with prior to any procurement to ensure that aspects such as taking delivery of goods, storage and logistics are agreed in advance.

2.2.4 Training

A training needs analysis should be completed and the appropriate information, instructions and training implications be identified for the

safe use of the equipment. Any training received must be recorded on the appropriate training development system.

2.2.5 Sustainability and Environmental

When purchasing, budget holders must consider the environmental impacts of products for the whole of its life and comply with the services Sustainable Development Policy. This can be assessed using the Welsh Government's Sustainable Risk Assessment template. Areas for consideration include:

- Packaging – Where products are delivered can packaging be minimised, recycled or returned to the supplier? Landfill for waste material must be avoided.
- Operating Costs - Does the item comply with recognised energy efficient standards?
- Pollution – Is there any risk to air quality or emissions into the atmosphere?
- Disposal – At the end of its operational use can the product be easily recycled? Are there any problems with disposal i.e. hazardous material? Consider asking the supplier to dispose of products at end of life e.g. WEEE products.

2.2.6 Technical

In the case of operational equipment approval must be sought from the Technical Services Team prior to purchase. This work must be completed prior to circulating the scoping document.

An adequate risk assessment must be carried out on all new equipment to identify any additional procedures/policies that are required to comply with health and safety legislation, such as COSHH, PUWER, etc.

2.2.7 Equality, Diversity and Welsh Language

Due consideration must be given to the Service's Equality and Diversity and Welsh Language policies prior to undertaking any procurement.

2.2.8 Financial

Budget holders must consider a number of items relating to finance before they proceed with any purchase. These include:

- Ensuring there are sufficient funds in the budget to cover the whole life cost of the equipment from procurement to disposal.
- Ensuring there are sufficient funds in the next and any subsequent year's budget to maintain and service the equipment.

- Staff are reminded of the need to aggregate the cost of repetitive orders for goods, services or works for a minimum period of four years as this will determine the procurement process to be followed.
- All transactions must be in accordance with Contract Standing Orders and Financial Regulations.
- Allow for carriage costs and delivery charges.

2.2.9 Insurance

Budget holders must be aware that some purchases may have insurance implications through third party involvement and the Service could be held liable for goods or services that could cause injury e.g. a defibrillator used at incidents could cause injury to victims if not properly used or maintained. The Service's insurers may have to be contacted for advice on some products or services to ensure there is adequate cover in place. The Officer responsible for insurance cover should be contacted in the first instance for advice.

2.2.10 General Data Protection Regulations (GDPR)

Budget holders must consider GDPR implications before making any purchases and must ensure compliance with GDPR regulations as part of the contract.

3 Wales Fire and Rescue Scoping Process

As an outcome of the NIC it has been agreed that all procurement exercises must be subject to a scoping process which will promote an approach of buying "Once for Wales" as outlined in the McLelland review and adopted by Welsh Government.

A Wales FRS scoping document (PROC1) must be completed by the lead departments for all three Services. It is assumed that all three Services are opted in to procurements unless justification for opting out is provided in writing on the scoping document.

The scoping document requests details of existing contracts, expiry dates, the goods/services that are provided under the existing contract, technical and procurement contact names.

Completed scoping documents must be completed within two weeks unless notified otherwise by the lead Service. If no response is received from your Service within the deadline the matter will be referred to the Strategic Procurement Board who will determine whether your Service will participate in the procurement or not.

4 Quotation Process

4.1 Below £2,500

For one-off procurements below £2,500 and in instances whereby an

Approved Officer deems the commodity or service to be outside a basket or package of similar goods, and where the Authority will not spend in excess of £2,500 with the chosen supplier, as long as value for money against the marketplace can be demonstrated, the procurement may proceed without quotes.

4.2 £2,500 to £19,999

If the cost of a purchase is between £2,500 and £19,999 then three written quotes must be obtained, a record of which must be readily available for inspection. Quotations can be obtained either by the user department or by the relevant specialist department within the Service, dependant on the commodity being purchased.

If user departments wish to undertake their own quotation process they will be required to obtain at least three written quotes which must be recorded on the Quotation Record Form (PROC4) signed by the budget holder and sent to the Procurement department for authorisation and recording. Please note that written quotes could include those from a supplier website or catalogue or via the sell2wales portal.

Should the user department prefer to obtain a quote via the specialist department, they should utilise the Request for Quotation Form (PROC3) outlining details of their requirement and forward to the specialist department. Once the specialist department has obtained the quotes they will provide the user department with the details of the approved supplier, relevant product codes and costs.

4.3 £20,000 to £119,999

If the cost of a purchase is between £20,000 and £119,999 over the term of the contract then a formal quotation process must be followed via the sell2wales portal. All adverts placed will be approved by the procurement section.

4.3.1 Pre Procurement Report

Prior to any procurement of £20,000 and above a Pre Procurement Form (PROC5) must be fully completed and authorised by the relevant signatories. The Pre Procurement Form provides information on finance, legal, sustainability, equality, diversity, Welsh Language implications, TUPE, GDPR together with details of any evaluation criteria. Once completed the report is sent to the procurement team and once authorised a quote number is given to the process.

In order to calculate the value of your proposed transaction you should take into account the initial purchase, cost, delivery, carriage, insurance if applicable plus any year on year recurring costs for the life of the item or service e.g. subscription fees, servicing/inspection, end of life disposal e.g. WEEE regulations for mechanical and electrical. This is known as “whole life cost” and is the accepted basis for calculating the true cost as defined by all best practice procurement bodies.

Example: You should calculate the whole life cost for a four-year continuous period in order to assess the total contract value unless it is a one-off purchase with no associated recurring costs.

Underestimating or disaggregating the value as a means of avoiding a formal procurement process is not permitted and could result in having to re-visit the marketplace with all the associated time delays and additional work and costs.

4.3.2 Quote Pack

Upon receipt of an authorised Pre Procurement Report, a specification sufficient to go to the marketplace and any method statements, the procurement team will put together the Quote pack which will consist of:

- Invitation Letter (if needed)
- Instructions to Suppliers
- Terms and Conditions
- Form of Quote
- Collusive Tendering Certificate
- Specification and Method Statement
- Pricing Schedule
- Scoring Guidance
- Supplier Questionnaire

4.3.3 Evaluation Criteria

In order to ensure fairness and transparency, evaluation criteria including sub criteria must be itemised in the quotation pack giving full details of how submissions will be scored. The evaluation criteria will be based on most economically advantageous tender (MEAT) where a combination of quality and price will be taken into consideration.

The evaluation criteria and weightings will vary in accordance with the commodity/service procured. Guidance should be obtained from the Procurement department. The scoring guide must be included as part of the quote pack providing suppliers with details of our marking scales.

4.3.4 Opening of Quotes

All quotes are to be returned by a nominated closing date and time and opened by a member of Procurement.

4.3.5 Scoring of Submissions

Quote submissions must be evaluated against the criteria stated in the document and scored in relation to the scoring guide. Quotes must only be scored against the information provided as part of the submission and not based on your own experience of the supplier's past performance or history.

Scoring Sheet

The scoring sheet should be utilised to record scores (0 to 10) and to provide comments in relation to how they achieved the score. This will assist when feedback is given to unsuccessful contractors.

Evaluation Matrix

The evaluation matrix must be amended to meet the criteria in the document. The information from the quality scoring sheet is transferred to the quality score. The supplier with the highest score will achieve the maximum points with the next best receiving a percentage difference proportioned from the highest score.

The supplier offering the lowest whole life cost will achieve maximum points with the next lowest offer receiving a percentage difference proportioned from the highest score.

These scores will be combined to arrive at the final weighted score.

4.3.6 Contract Award

Prior to notification letters being issued to suppliers a Contract Award Report (PROC6) must be completed recording details of the evaluation. The contract award report must be authorised prior to the issuing of notification letters.

4.3.7 Acceptance and Regret Letters

Upon receipt of the Contract Award Report the official regret letters can be issued to commence the standstill period. For electronic notices the standstill period ends at midnight on the 10th day after the sending date. For other notices the standstill period ends at midnight on the 15th day after the sending date. Where the last date of the standstill period is not a working day, the standstill period is extended to midnight at the end of the next working day.

Unsuccessful letters must contain the scoring and weighting against each of the evaluation criteria for both the unsuccessful and successful tenderers. There is also a requirement to highlight the differences between the scores given to the successful and unsuccessful suppliers on each of the evaluation criteria.

Acceptance letters and contracts must only be sent to suppliers on expiry of the standstill period.

5 Tendering Process

5.1 £120,000 and over

If the cost of a purchase is £120,000 or more over the term of the contract then a formal tender process must be followed. If the cost of the procurement is likely to reach the EU Threshold as outlined in 1.3 then the EU Procurement rules must be followed. The

Procurement officers must be contacted for advice on tendering.

5.1.1 Pre Procurement Report

Prior to the procurement a Pre Procurement Form (PROC5) must be fully completed and authorised by the relevant signatories. The Pre-Procurement Form provides information on finance, legal, sustainability, equality, diversity, Welsh Language implications, TUPE and GDPR together with details of any evaluation criteria. Once completed the report is sent to the procurement team and once authorised a procurement reference number is given to the process.

The value of the contract must be calculated as per instructions in 4.3.1.

5.1.2 Tender Document

Upon receipt of an authorised Pre-Procurement Report, a specification sufficient to go to the marketplace and any method statements the procurement team will put together the tender pack which will consist of:

- Invitation Letter
- Instructions to Tenderer
- Terms and Conditions
- Form of Tender
- Collusive Tendering Certificate
- Freedom of Information Document
- Specification and Method Statement
- Pricing Schedule
- Scoring Guidance

If a two-stage procedure is followed an Electronic Single Procurement Document (ESPD) document will be issued to shortlist suppliers prior to the tenders being issued, along with a supplementary qualification questionnaire bespoke to the goods/services/works being procured.

5.1.3 Evaluation Criteria

In order to ensure fairness and transparency, tender evaluation criteria including sub criteria must be itemised in the tender pack giving full details of how submissions will be scored. The tender evaluation criteria will be based on most economically advantageous tender to ensure best value.

The evaluation criteria will vary in accordance with the commodity/service procured. Depending on the commodity being purchased there will be a need to decide and agree with procurement as to whether the greater emphasis should be on price or quality.

The scoring guide must be included as part of the tender pack providing suppliers with details of our marking scales.

5.1.4 Selection of Suppliers/Contractors

All tenders will be advertised via the sell2wales portal. However all European Tenders will also be subject to advertisement in Europe through the Official Journal of European Unions, or an UK alternative once Brexit is implemented. All adverts must be approved by the procurement section. All suppliers expressing an interest will be invited to submit an ESPD or Tender Document.

Constructionline has been approved as a register of pre-qualified suppliers to be used for Estates related contracts and in these instances there will be no requirement to advertise unless they are EU value tenders.

5.1.5 Tender Opening

The Procurement Officer or their nominated representative must ensure that all Tenders are opened at the same time when the period for their submission has ended. Tenders shall be opened by the relevant designated officers. Electronic Tenders are subject to opening by a member of the procurement team as a full audit trail of all activities is kept on record electronically.

5.1.6 Scoring of Submissions

Tender submissions must be evaluated against the criteria stated in the tender document and scored in relation to the scoring guide. Tenders must only be scored against the information provided as part of the submission and not based on our own experience of the suppliers' past performance or history.

Scoring Sheet

The scoring sheet should be utilised to record scores (0 to 10) and to provide comments in relation to how they achieved the score. This will assist when feedback is given to unsuccessful contractors.

Evaluation Matrix

The evaluation matrix must be amended to meet the criteria in the tender document. The information from the quality scoring sheet is transferred to the quality score. The contractor/supplier with the highest score will achieve the maximum points with the next best receiving a percentage difference proportioned from the highest score.

The contractor/supplier offering the lowest whole life cost will achieve maximum points with the next lowest offer receiving a percentage difference proportioned from the highest score.

5.1.7 Contract Award

Prior to notification letters being issued to suppliers a Contract Award

Report (PROC6) ([link to procurement site](#)) must be completed recording details of the evaluation. The contract award report must be authorised prior to the issuing of notification letters.

5.1.8 Acceptance and Regret Letters

Upon receipt of the Contract Award Report the official regret letters can be issued to commence the standstill period. For electronic notices the standstill period ends at midnight on the 10th day after the sending date. For other notices the standstill period ends at midnight on the 15th day after the sending date. Where the last date of the standstill period is not a working day, the standstill period is extended to midnight at the end of the next working day.

Unsuccessful letters must contain the scoring and weighting against each of the evaluation criteria for both the unsuccessful and successful tenderers. There is also a requirement to highlight the differences between the scores given to the successful and unsuccessful suppliers on each of the evaluation criteria.

Acceptance letters and contracts must only be sent to suppliers on expiry of the standstill period.

5.1.9 Collaborative Procurements

Collaborative procurements are either where we carry out the process on behalf of another organisation, where another organisation acts on our behalf or where we gain access to a recognised arrangement (framework) that is already in place and is accessible to the Fire Service.

If any of the Welsh FRS's acts as lead for a procurement exercise, then the Wales Fire and Rescue Contract Standing Orders shall apply and the relevant Procurement forms (PROC5 and PROC6) must be completed. Where another organisation acts as the lead their Contract Standing Orders will apply. In this instance a PROC5 form is to be completed.

Should the Service use a recognised collaborative framework then the tendering process should be undertaken by the lead organisation. If the service procures goods and services off the first ranked or only supplier available on the framework then the PROC5 form is to be completed.

If the service runs a mini competition off a recognised framework then a Contract Award Report (PROC6) will also need to be completed. A contract will then need to be entered into.

When engaging in collaborative procurements the lead officer must ensure that adequate provision has been made to comply with our Health and Safety, Equality and Diversity, Welsh Language and Sustainability Policies and schemes.

5.2 Exemptions to Standing Orders

There may be rare and extreme circumstances where an exemption to the procurement process is applicable. In these instances an Exemption Request form (PROC2) may be submitted for consideration.

N.B. Lack of pre-planning is not a valid justification for submitting an exemption.

The instances where exemption may be considered are as follows:

- Urgent Health & Safety requirements where it is necessary to undertake urgent maintenance or repairs to buildings or plant in order to prevent danger or injury to users or the Public or damage to property.
- To avoid potential enforcement action.
- To make secure against unauthorised access or use.
- Where there is a National Emergency and there is a requirement to maintain essential business services in support of business continuity and resilience.
- Sole supplier – only when written evidence is provided that there is only one supplier for a product or service.

If the cost of the goods or services is £20,000 or over then a formal contract will need to be entered into.

5.3 Contract Management

Upon completion of the tendering process and signing of the contract the contract manager has responsibility to ensure the effective management of the supplier. Heads of Service in sponsoring departments are to name contract leads for all new contracts. All contracts must have a named contract lead for the entirety of the contract. The Wales Fire and Rescue Contract Management document should be used as a guide.

5.4 Risk Assessment and Contingency Planning

A business case must be prepared for all procurement exceeding the EU threshold identifying provision for resources for the management of the contract. For all contracts of £120,000 and over, contract managers must maintain a risk register for the duration of the contract, undertake appropriate risk assessments for identified risks and ensure contingency measures are in place.

5.5 Contract Monitoring, Evaluation and Review

All contracts which have a value higher than the EU threshold limits or are considered high risk are to be subject to regular formal review with the supplier in line with the advice provided by the procurement team.

All documents relating to individual contracts e.g. price increases, meeting minutes, variations etc should be forwarded to the procurement department so that they can be uploaded and attached

to the relevant contract within the contract register. This will enable a full audit trail of all contract related activities.

5.6 Contract Extension

Where a contract provides for an optional extension to the term, then this shall be granted upon written confirmation to the Procurement team from the Contract Manager incorporating data from the reviews carried out under CSO 22.

In exceptional circumstances an extension of up to 12 months may be granted where a contract has expired and no optional extension exists provided the proposed extension value for the Authority does not exceed the EU Threshold for Supplies and Services Contracts. This must be recorded on a PROC10 Contract Extension form and approved by the relevant authorised signatories. An example of this would be where there has been a delay in the procurement process resulting in a possible period of Non Compliance or National frameworks not being renewed in time.

Where the total value of an extension of an expired contract is above the EU Threshold then no extension shall be granted without Fire and Rescue Authority approval.

5.7 Serial Tendering

This tendering procedure shall only apply where specifically directed by the Fire Authority and where the contract forms part of a serial programme, the terms having been negotiated with the contractor on the basis of rates and prices contained in an initial contract awarded competitively following an invitation to tender in accordance with the provisions of this Standing Order.

When a contract is to be extended as a result of the identification of further works of a similar nature to those undertaken under the current contract, then this can only be done if the value of the additional work does not exceed 20% of the value of the original contract.

6 Breaches of the Procurement Policy and Financial Regulations

- 6.1 The Procurement Policy and Financial Regulations applies to all Service personnel, and must be adhered to when ordering goods and services. In the past staff have not always followed procedures, which has in some cases resulted in the Service entering into illegal contracts with suppliers, which on occasion has proved to be very costly. It is essential that the correct procedures are followed to ensure legal compliance.
- 6.2 The majority of breaches occur through a lack of understanding on the rules for procurement and tend to be repetitive throughout the organisation. These are:
 - Contacting a supplier to place an order without going through the procurement team and raising the requisition only after the

- company has issued the invoice.
- Negotiating prices with suppliers to avoid procurement procedures.
- Invoices not addressed correctly. Legally the Service cannot pay invoices that are not addressed to the P2P/Finance function in the relevant FRS, and these will need to be returned to the supplier for cancellation and re-issued to the correct Fire and Rescue Service.

6.3 Budget holders should be aware that all breaches will be investigated and reported to the relevant committee. In these instances a Non Compliance with Contract Standing Orders form (PROC8) needs to be completed and authorised by the budget holder.

6.4 It is the intention of the Procurement Team to reinforce the importance and raise the profile of financial regulations and procurement procedures in the Service. Staff who persistently breach procurement rules will be liable to disciplinary action and also for the cost of the goods or services purchased.

7. Disposal

In line with whole life costing disposal should be considered as part of the procurement process and should where applicable be incorporated into the contract awarded. Each Service will dispose of assets in line with their current disposal policies.

8. Agents

The Service may engage agents where appropriate and undertake a tender process taking into account risk, strategic importance of the procurement and specialist knowledge etc for example consultant architects, engineers, surveyors, legal, procurement, insurance/risk advisors, collaborative arrangements with other public sector organisations within the region or nationally etc.

9. Glossary

9.1 Procurement Forms

PROC 1	Scoping Form
PROC 2	Request for Exemption Form
PROC 3	Request for Quotation Form
PROC 4	Quotation Record Form
PROC 5	Pre-Procurement Report
PROC 6	Contract Award Report
PROC 7	New Supplier Form
PROC 8	Non-compliance Form
PROC 9	Savings Rationale Form
PROC10	Contract Extension Form
PROC11	Direct Award Form

9.2 Bibliography

Contract Standing Orders

Financial Regulations

Corporate Procurement Plan

Wales Fire and Rescue Service Procurement Strategy

Summary of Main Changes to Contract Standing Orders

	Old Contract Standing Orders	Revised Contract Standing Orders
CS08.1.1	Under £1,000 – budget manager to ensure value for money	Under £2,500 – budget manager to ensure value for money
CS08.1.1	£1,000 - £9,999 – at least 3 written quotes or Invitation to Quote (ITQ) on Sell2Wales portal	£2,500 - £19,999 – at least 3 written quotes or Invitation to Quote (ITQ) on Sell2Wales portal
CS08.1.1	£10,000 - £119,999 – Formal quotations through advertisement and ITQ / Contract notice on Sell2Wales portal	£20,000 - £119,999 – Formal quotations through advertisement and ITQ / Contract notice on Sell2Wales portal
CS011.11.2f	Instructions re paper tenders	This has been removed as we no longer accept paper tenders – everything comes electronically through sell2wales
CS013.13.4, 13.5 and 13.6	Instructions re paper tenders	This has been removed as we no longer accept paper tenders – everything comes electronically through sell2wales
CSO16.1.4		Reference to the Code of Practice for Ethical Employment in the Supply Chain and Wellbeing of Future Generations Act (Wales) 2015 added.
Definitions Appendix	Opening Register	This has been removed as we no longer accept paper tenders – everything comes electronically through sell2wales