

CLEVELAND FIRE AUTHORITY

CONTRACT PROCEDURE RULES

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CONTRACT PROCEDURE RULES

(made in pursuance of Section 135 of the Local Government Act 1972)

PART A SCOPE OF CONTRACT PROCEDURE RULES

1. Application of Contract Procedure Rules

- (1) These rules apply to every contract for the supply of goods, materials or services or for the execution of works, so far as they are relevant to a contract of the type determined by the Authority, except as provided in (2) below.
- (2) These rules do not apply to contracts with professional persons for the execution of works or the provision of services in which the professional knowledge and personal skill of these persons is of the primary importance.
- (3) No exception from any of the rules shall be made otherwise than by direction of the Authority or in any case of urgency, the Chief Fire Officer after consultation with the Monitoring Officer. A record of any exception from any of the provisions of these procedure rules shall be reported to the Authority at the next meeting, and shall specify the case or urgency by which the exception shall have been justified.
- (4) For the purposes of any financial limit referred to in the rules, if the application of the rules to a particular contract cannot be identified until after opening of any tender, the value of the contract shall be as estimated by the Chief Fire Officer.
- (5) The letting of any contract shall also comply with any legislation or regulations relevant to the contract, Health and Safety Regulations, the European Directive on public procurement, the Authority's Financial Procedure Rules and the Authority's Procurement Policy.
- (6) In respect of any contract to which, for whatever reason, the procedures set out in these rules do not apply, there shall be followed a procedure which
 - (i) has been determined and recorded prior to its commencement
 - (ii) ensures a level of competition consistent with the nature and value of the contract
 - (iii) is transparent and auditable
 - (iv) provides value for money, and
 - (v) records the reasons for choosing the successful contractor

PART B SELECTED TENDERERS LISTS

2. Compilation of Selected Tenderers Lists

- (1) This rule applies where a decision has been made that a list shall be kept of persons to be invited to tender for contracts for the supply of goods, materials or services of specified categories, values or amounts, or for the execution of specified categories of work and such a list is not to be compiled in accordance with the Constructionline procedure formulated by or on behalf of the Department of Trade and Industry.
- (2) The list shall include at least eight persons and shall
 - (a) be approved by the Authority and (subject to paragraph 4 below) be maintained on behalf of the Authority by the Chief Fire Officer;
 - (b) contain the names of all persons who wish to be included in it and are approved by the Authority or Chief Fire Officer, subject to no persons being included until the appropriate technical officer is satisfied that they have the capacity to undertake the contracts envisaged and the Treasurer is satisfied that they are financially sound; and
 - (c) indicate whether a person whose name is included in it is approved for contracts for all or only some of the specified values or amounts of categories.
- (3) At least four weeks before the list is first compiled notices inviting applications for inclusion in it shall be published in one or more local newspapers circulating in the district and in one or more newspapers or journals circulating among such persons as undertake contracts of the specified values or amounts or categories.
- (4) The list may be amended by the Chief Fire Officer as required from time to time and shall be reviewed by the Authority at intervals not exceeding five years. Any such amendment shall be reported to the Authority. At least four weeks before each review, each person whose name appears in the list shall be asked whether s/he wishes his/her name to remain therein and notices inviting applications for inclusion in the list shall be published in the manner provided by para. (3) of this standing order.

PART C INFORMAL PROCEDURES

3. Contracts under £5000

For a contract for less than £5,000 reasonable enquiries shall be made to determine that the price is fair and reasonable. Where possible, a minimum of three written informal quotations are to be obtained.

4. Works Contracts £5000 - £30,000 Goods Materials or Services Contracts £5000 - £12,000

In respect of contracts:

- for the execution of work up to £30,000, or
- for the supply of goods materials or services up to £12,000

three written quotations shall wherever possible be obtained.

PART D BEST PRICE PROCEDURES

5. Works Contracts over £30,000 Goods Materials or Services Contracts over £12,000

- (1) Except for contracts described in rule 5(2), no contracts which exceed £30,000 in value or amount for the execution of any work, or £12,000 in value or amount for the supply of goods, materials or services shall be made unless public notice has been given in accordance with the Public Notice provisions (see rule 6)
- (2) Rule 5(1) does not apply to contracts which have been determined should be let under
 - the Selected Tenderer provisions (see rule 7)
 - the Price/Performance contracts provisions (see rule 9) or
 - the Partnering contracts provisions (see rule 10)

or which relate to the following matters:

- (a) Purchase by auction;
- (b) Work to be executed or goods, materials or services to be purchased which are a matter of urgency;
- (c) The work to be executed or the goods, materials or services to be supplied consist of repairs to or parts for existing machinery or plant;

- (d) The goods, materials or services to be purchased are such that a substantial proportion of the price is likely to be attributable to haulage;
- (e) The purchase of goods, materials or services which are obtainable only from a limited number of contractors, but in such case a reasonable number of contractors shall be invited to submit tenders.
- (f) Purchase or repair of patented or proprietary article or articles sold only at fixed price;
- (g) The goods, materials or services to be purchased are such that effective competition is prevented by government control;
- (h) The prices of the goods, materials or services to be purchased are controlled by a trade organisation or for other reasons there would be no genuine competition.
- (i) The goods, materials or services to be purchased have already been subjected to a competitive tendering exercise by Central Government, e.g. SCAT, GCAT, OGC, Home Office National Framework Agreement.
- (j) The goods, materials or services to be purchased can be obtained by use of a neighbouring authority's previously tendered contract, e.g. call off contract.
- (k) The goods, materials or services are to be purchased by agreement with one or more neighbouring Brigades/Authorities. However, in this case, by prior agreement, the contract procedure rules of one of the participating Authorities are to be adopted, e.g. collaboration/partnering

6. Public Notice Provisions

- (1) At least ten days public notice shall be given
 - (i) in one or more local newspapers circulating in the district,
 - (ii) also, wherever the value or amount of the contract exceeds £100,000 in the case of execution of any works or exceeds £30,000 in the case of supply of goods, materials or services, in one or more newspapers or journals circulating among such persons as undertake such contracts,

expressing the nature and purpose of the contract, inviting tenders for its execution and stating the last date (not less than 10 days after appearance of the public notice) when tenders will be received.
- (2) After the date specified in the public notice, invitations to tender for the contract shall be sent to not less than three of the persons who applied for permission to tender, selected by the Chief Fire Officer in the approved manner, either generally or in relation to a particular contract or category of contract or, if fewer than three persons have applied and are considered suitable, to all such persons.

7. Selected Tenderers Provisions

This rule applies where it has been determined that the invitation to tender for a contract is to be limited to persons whose names appear on a Selected Tenderers list compiled under rule 2. An invitation to tender for that contract shall be sent to at least three of those persons included in the list as being approved for a contract for that value or amount or of that category, or, if there are fewer than three such persons, to all such persons. If there are three or more such persons, the persons to whom invitations are sent shall be selected by the Chief Fire Officer in the manner approved, either generally or in relation to a particular contract or to a category of contracts.

8. Acceptance of tender

A tender –

- other than the lowest tender if payment is to be made by the Authority or
- other than the highest tender if payment is to be received by the Authority,

shall not be accepted without the fact of and reason for the acceptance being recorded and notified to the Authority at the next meeting.

PART E PRICE/PERFORMANCE CONTRACTS

9. Price/Performance Contracts Provisions

This rule applies when it has been determined that the contractor shall be chosen on the basis of a combination of price and performance and for which a price/performance ratio has been determined.

- (1) (a) Where there is a relevant Select List of Contractors for the nature of work or service involved in the project, the Chief Fire Officer shall invite such number of contractors from the list as s/he considers appropriate to indicate whether they are interested in undertaking the proposed works and, if so, to provide a list of all clients for whom they have worked in the 2 years prior to the invitation.
- (b) Where there is no Select List of Contractors the Chief Fire Officer shall compile for examination by the Authority's Tender Committee a list of contractors to whom the invitation referred to in para (a) above will be submitted.
- (2) The Chief Fire Officer shall select from the contractors who confirm their interest and provide relevant details those contractors who will be invited to submit tenders and shall compile a list of those contractors for examination by the Authority's Tender Committee.
- (3) Contractors invited to submit tenders will be required to provide method statements relevant to the contact.

- (4) Not fewer than 4 of the contractor's former clients will be requested to complete a Referee's Questionnaire (see rule 23) except in the case of a contractor for whom Referee's Questionnaires have been obtained during the previous 6 months.
- (5) An Agreed Marking Mechanism (see Rule 13) shall be applied to calculate the Price/performance Score of each contractor
- (6) The contractor with the highest Price/performance Score will be awarded the contract.
- (7) The Price/performance Score of each contractor shall be entered into a Price/performance Score Matrix (see rule 23) which shall be submitted to the Authority's Tender Committee without any indication of the identity of the Contractor to which each Price/performance Score relates at their next meeting.

PART F PARTNERING CONTRACTS

10. Partnering Contracts Provisions

This rule applies when it has been determined by or on behalf of the authority that there shall be a Partnering Contract, namely a contract which includes all of the following provisions:

- the establishment of a partnering team
 - the stipulation of a Pricing Policy, being a statement of the prices to be charged by the contractor for the purchase of the materials and items set out in the statement
 - a facility for the Authority to examine all aspects of the contractors accounts for the contract and
 - a Savings Sharing Formula being a formula for the sharing between the contractor and the Authority of savings achieved within a Partnering Contract
- (1) (a) Where there is a relevant Select List of Contractors, the Chief Fire Officer shall invite such number of contractors from the list as s/he shall consider appropriate to indicate whether they are interested in undertaking the proposed works under a partnering contract and, if so, to provide a list of all clients for whom they have worked in the 2 years prior to the invitation.
 - (b) Where there is no Select List of Contractors the Chief Fire Officer shall compile for examination by the Authority's Tender Committee a list of contractors to whom the invitation referred to in para (a) above will be submitted.
 - (2) The Chief Fire Officer shall select from the contractors who confirm their interest and provide relevant details those contractors who will be given further

consideration and shall compile a list of those contractors for examination by the Authority's Tender Committee.

- (3) In respect of each of the contractors so selected not less than 2 of the contractor's former clients shall be requested to complete a Referee's Questionnaire except in the case of a contractor in respect of whom Referee's Questionnaires have been obtained during the previous 6 months.
- (4) Responses to the Referee's Questionnaires shall be evaluated according to an Agreed Marking Mechanism and each of the 4 highest scoring contractors (or such greater number as may be determined by the Chief Fire Officer) shall be invited to confirm their ability to complete the project for the project budget.
- (5) Contractors who so confirm will be invited to-
 - (a) provide details of the contractor's proposed overhead costs, profit element, contractors nett project cost, and preliminaries costs, and
 - (b) to attend interview by an Interview Panel who will allocate an interview score for each contractor.
- (6) The Partnering Score of each Contractor will be calculated by reference to an Agreed Marking Mechanism and entered into a Partnering Score Matrix which shall be submitted to the Authority's Tender Committee without any indication of the identity of the Contractor to which each Partnering Score relates.
- (7) The proposal of the contractor with the highest Partnering Score will be accepted.

PART G GENERAL PROVISIONS

11. Partnerships

A partnership is defined as “a relationship between two or more independent legal bodies, organisations or individuals working together to achieve a common vision with clear aims and objectives.”

All Members and Officers currently involved in or considering ‘partnership’ working should have regard to the Partnership Policy Framework document and ensure compliance with it.

It should be noted the selection of partners must be underpinned by a procurement process set out in the Contract Procedure Rules except for the following circumstances:

- a) Where there is no exchange of funds (e.g. information sharing only);
- b) Where the Authority is providing grant (e.g. this would not apply where funding depends upon detailed specific requirements)
- c) Where it is permitted, required or encouraged by law, e.g. joint committees pooled budgets.

As this area can be complex and legal challenges can arise the view of the Chief Fire Officer should be sought before any discussions are held with potential partners.

Any financial relationship with a partner must be fully documented and legally binding.

Where entering into a partnership requires a financial commitment from the Authority, either immediate or potential, for which budget provision is not available, or where the acceptance of external funding would lead to a financial commitment beyond the current year, the Chief Fire Officer in conjunction with the Treasurer shall provide a written report to the Authority giving a full appraisal of the financial implications of the scheme both in the current year and beyond. In such circumstances the approval of the Authority must be secured before the Chief Fire officer commits the Authority to any partnership agreement.

The Chief Fire Officer shall be responsible and accountable for the performance and financial monitoring of each Partnership. A risk assessment should be maintained in relation to the Authority being a party to each Partnership.

Where receipt of funds from a partner or third party (i.e. matched funding) is part of any grant submission, the Chief fire Officer must adhere to the guidance which has been provided by the Treasurer.

Internal Audit Services rights of access to all officers, buildings, information, explanations and documentation required to discharge the audit role should be written into the appropriate agreements with partner organisations.

12.. Opening of Tenders

- (1) Tenders shall be opened at one time only.
- (2) Tenders whose estimated value does not exceed £80,000 shall be opened by the Chief Fire Officer or a Brigade Officer delegated by the Chief Fire Officer for this purpose in the presence of the relevant cost centre.
- (3) Tenders whose estimated value exceed £80,000 shall be opened by not less than 2 Members of the Authority, selected from a rota drawn from the Authority's Tenders Committee, in the presence of the **Director of Corporate Services** or an official designated by him/her.
- (4) A register of all Tenders received and contracts subsequently placed shall be kept by the Chief Fire Officer. The register shall be open to inspection by any Member of the Authority, the **Director of Corporate Services** and the Treasurer and shall be regularly inspected by the Brigade's Auditors.
- (5) In respect of tenders which, by virtue of their value being in excess of £80,000 require acceptance by the Fire Authority or a Committee of the Authority, a schedule of all tenders received shall be placed before the meeting, together with details of any technical evaluation and recommendations. No information shall be included in the Schedule or given to the meeting by which any of the tenders might be related to particular tenders.
- (6) A tender, other than the lowest tender if payment is to be made by the Authority, or the highest if payment is to be received by the Authority, shall not be accepted without a record of the fact being made in the minutes of the Authority or the meeting at which the tender has been considered.

13. Tenders to be returned in Sealed Envelopes

- (1) Where, an invitation to tender is made, every invitation shall state that no tender will be received unless it is enclosed in a plain sealed envelope which shall bear the word "Tender" followed by the subject to which it relates but no other name or mark indicating the sender.
- (2) The tenders shall be kept in custody of the Chief Fire Officer or such other Officer of the Brigade as may be duly authorised, until the time and date specified for their opening.
- (3) No tender received after the time and date specified in the invitation shall be accepted or considered unless there is clear evidence either:
 - (a) of it having been posted by first class at least the day before tenders were due to be returned, or
 - (b) of it having been delivered at the address required by the tendering procedure by the time and date specified in the procedure.

14. Agreed Marking Mechanism

No Price/performance procedure or Partnering procedure shall be commenced unless there has been agreed between the Chief Fire Officer and the Authority's Chief Internal Auditor, in respect of the particular contract, or in respect of contracts of the nature of the contract in general, an Agreed Marking Mechanism complying with Rule 23. The contractors shall be informed of the elements to be marked and of the comparative importance of each element as a percentage of the available marks.

15. Contracts to be in writing

All contracts shall be the subject of an Authority order or other formal contract and shall specify (a) the work, materials, matters or things to be furnished, had or done; (b) the price to be paid, with statement of discounts or other deductions; and (c) the time or times within which the contract is to be performed.

16. Liquidated Damages and Performance Bonds

Every contract which exceeds £75,000 in value or amount and is either for the execution of works or for the supply of goods, materials or services, shall, unless the Chief Fire Officer otherwise decides after consultation with the Authority's Legal Adviser, provide for liquidated damages to be paid by the contractor in case the terms of the contract are not duly performed, and the Authority shall also require and take sufficient security for the due performance of any such contract. In the case of any such contract for the execution of works such security shall be provided by requiring the retention of a proportion of the contract sums payable until the work has been satisfactorily completed and maintained and, unless the Chief Fire Officer, after consultation with the Authority's Legal Adviser considers it unnecessary in any particular case, additional provision of a bond for due performance.

17. Other Remedies for Breach

In every written contract for the supply of goods, materials or services which exceeds £2,000 in value or amount a clause shall be inserted to secure that, should the contractor fail to deliver the goods, materials or services or any portion thereof within the time or times specified in the contract, the Authority, without prejudice to any other remedy for breach of contract, shall be at liberty to determine the contract either wholly or to the extent of such default and to purchase other goods, or materials, as the case may be, of the same or similar description to make good (a) such default or (b) in the event of the contract being wholly determined the goods, materials or services remaining to be delivered. The clause shall further secure that the amount by which the cost of so purchasing other goods, materials or services exceeds the amount which would have been payable to the contractor in respect of the goods, materials or services, as the case may be, replaced by such purchase if they had been delivered in accordance with the contract shall be recoverable from the contractor.

18. British Standards

Where an appropriate British Standards Specification or British Standard Code of Practice, issued by the British Standards Institution or Euronorm Standard, is current at the date of the tender, every contract shall require that, as the case may be, all goods and materials used or supplied and all workmanship shall be in accordance with that Standard.

19. Prevention of Corruption

- (1) There shall be inserted in every written contract a clause empowering the Authority to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation, in any of the following circumstances:
 - (a) if the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward:
 - for doing or forbearing to do, or for having done or forborne to do, anything in relation to the obtaining or execution of the contract or any other contract with the Authority or
 - for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority; or
 - (b) if the like acts shall have been done by any person employed by him/her or acting on his/her behalf (whether with or without the knowledge of the contractor) or
 - (c) if in relation to any contract with the Authority the contractor or any person employed by him/her or acting on his/her behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117 Local Government Act 1972.

- (2) The form of invitation to tender shall include an assurance in writing from the tenderer that s/he will not follow, or has not followed, in relation to that tender, the undermentioned practices:
 - (i) communicating to a person other than the person calling for tenders for the execution of the work, the amount of any proposed tender in accordance with any agreement or arrangement so to communicate.
 - (ii) adjusting the amount of any proposed tender for the execution of the work in accordance with any agreement or arrangement by the proposed tenderer, and any person other than the person calling for tenders for the execution of such work.

20. Signature of Contracts

Except for contracts entered into by an officer in exercise of delegated powers, the Authority's Legal Adviser shall be the agent of the Authority to sign on behalf of the Authority all contracts agreed to be entered into by or on behalf of the Authority or the Authority.

- (1) Contracts which are for a value of £80,000 or more shall be either:
 - executed by the Authority's Legal Adviser, or,
 - executed under the Authority's seal.

21. Tenderers Withdrawal

In the event of any person or firm withdrawing a tender, or declining to sign a form of contract upon being called on to do so after his/her or their tender has been accepted (whether accepted subject to the Authority's approval or not) no further tender from such a person or firm shall, unless the Authority otherwise resolve, be considered for a period of three years.

22. Post contract variations and negotiations

- (1) Except for a variation:
 - (a) which does not substantially affect the nature of the works services goods, materials or services to be supplied to the Authority and does not increase the payment to be made by the Authority, or
 - (b) is made in accordance with paragraph (2)

a contract shall not without the authority of the Authority depart from the description of the works services goods, materials or services for which the quotation or tender was received.

- (2) This paragraph applies where all of the tenders received exceed the budget allocated for the project and the Chief Fire Officer and the Cost Centre relevant to the contract consider that amendments may be made to the specification which would result in a price in accordance with the budget. The lowest tenderer and the next 2 lowest tenderers (if any) whose prices are not more than 125% of the price of the lowest tenderer shall each be provided with a schedule of variations and invited to submit a statement of the reductions to their tender which would apply to the variations.
- (3) Apart from discussions with contractors for the purpose of clarification of any element of a tender, or for the correction of arithmetic or other details, negotiations following receipt of tenders shall only take place in the following circumstances:
 - (i) where a single tender has been received and the Chief Fire Officer considers that negotiation may lead to more favourable terms to the Authority, or

- (ii) when tenders cannot readily be evaluated and compared without discussion with the tenderers or
- (iii) with the approval of the Treasurer and the Authority's Legal Adviser.

and any negotiations shall be conducted in accordance with paragraph (4)

- (4) Discussion with tenderers for the purpose of negotiations under paragraph (3) shall
 - (i) take place only on Authority premises
 - (ii) take place only with the knowledge of all tenderers
 - (iii) be attended by not less than 2 Brigade Officers
 - (iv) be at a pre-determined time during normal office hours
 - (v) be the subject of a comprehensive written record, signed by the Brigade Officers in attendance and submitted to the Treasurer or the Authority's Legal Adviser for approval

23. Nominated sub-contractors

This rule applies where a sub-contractor or supplier is to be nominated to a main contractor and the selection of the sub-contractor has not been undertaken in accordance with the Price/Performance Contracts provisions (Rule 9) nor within the context of a project undertaken under the Partnering Contracts provisions (rule 10).

- (a) Where the estimated amount of the sub-contract or the estimated value of goods to be supplied by the nominated supplier does not exceed £5,000 then unless the Chief Fire Officer is of the opinion in respect of any particular nomination that it is not reasonably practicable to obtain competitive tenders:
 - (i) The Chief Fire Officer shall invite not fewer than three tenders for the nomination. The terms of the invitation shall require an undertaking by the tenderer that if s/he is selected s/he will be willing to enter into a contract with the main contractor on terms which indemnify the main contractor against his/her own obligations under the main contract in relation to the work or goods included in the sub-contract;
 - (ii) The tenders shall be opened at one time and only in the presence of the Chief Fire Officer or an officer designated by him/her;
 - (iii) The Chief Fire Officer shall maintain a record of all such tenders received;
 - (iv) The Chief Fire Officer or an officer designated by him/her shall nominate to the main contractor the person whose tender is, in his/her opinion, the most satisfactory one; Provided that, where the tender is other than the lowest received, the circumstances shall be reported to the next meeting of the Authority's Tender Committee.

- b) Where the estimated amount of the sub-contract or the estimated value of goods to be supplied by a nominated supplier exceeds £5,000 then unless the Chief Fire Officer (for reasons to be reported to the Authority's Tender Committee at their next meeting) determines in respect of any particular nomination that it is not reasonably practicable to obtain competitive tenders:
- (i) Tenders for the nomination shall be invited in accordance with rules Standing Orders 4, 5, 6 or 7 as the case may be, and rule 12(a) shall apply as if the tender were for a contract with the Authority. The terms of the invitation shall require an undertaking by the tenderer that if s/he is selected s/he will be willing to enter into a contract with the main contractor on terms which indemnify the main contractor against his/her own obligations under the main contract in relation to the work or goods included in the sub-contract;
 - (ii) The tenders shall be opened at one time and only in the presence of the Chief Fire Officer or an officer designated by him/her.
 - (iii) The Chief Fire Officer or an officer designated by him/her shall maintain a record of all such tenders received.
 - (iv) The Chief Fire Officer or an officer designated by him/her shall nominate to the main contractor a person whose tender is in his/her opinion the most satisfactory. Provided that where the tender is other than the lowest received, the circumstances shall be reported to the next meeting of the Authority's Tender Committee.
- (c) It shall be a condition of the employment by the Authority of any person (not being an officer of the Brigade) to supervise a contract that in relation to such contract s/he shall comply with the requirements of paras. (a) and (b) of this rule 22 as if s/he were the Chief Fire Officer of the Brigade.
- (d) Lists of tenders and quotations received in accordance with this rule 22 shall be retained by the Chief Fire Officer concerned and shall be available for inspection by the members of Authority's Tender Committee and the Treasurer.

PART H GLOSSARY

24. Interpretation

Unless the context otherwise indicates, the following terms used in these rules have the meanings stated:

"Agreed Marking Mechanism" is the mechanism which (before the issue of any invitation to tender or attend interview) has been agreed between the Chief Fire Officer and the Authority's Chief Internal Auditor for the allocation of marks making up the Price/performance Score. The Agreed Marking Mechanism shall include the composition of an evaluation team being a panel of officers who shall allocate marks according to the Agreed Marking Mechanism. (see also Rule 13)

"Chief Fire Officer" is the Chief Fire Officer of the Brigade who is responsible for letting and supervising the completion of a contract or of contracts of a particular nature

“Contractor’s Nett Project Cost” is the balance of the budget price after deduction of the aggregate of the contractors expected profit and overheads or any other element of the contract which is identified by the Agreed Marking Mechanism as being deductible for the purpose of assessment of the Contractors Nett Project Cost

“Interview Panel” is a panel comprising

- 2 officers appointed by the Chief Fire Officer
- 2 officers appointed by the Client Department, and
- a representative(s) of any other relevant body or department

and who when meeting shall be accompanied by an observer appointed by the Chief Fire Officer

“Partnering Contract” is a contract which includes all the following provisions:

- the establishment of a partnering team
- the stipulation of a Pricing Policy, being a statement of the prices to be charged by the contractor for the purchase of the materials and items set out in the statement
- a facility for the Authority to examine all aspects of the contractors accounts for the contract and
- a Savings Sharing Formula being a formula for the sharing between the contractor and the Authority of savings achieved within a Partnering Contract

“Partnering Score Matrix” is a matrix showing in respect of all contractors each element of their Partnership Score and their total scores

“Price/performance Score Matrix” is a matrix showing in respect of all contractors each element of their Price/performance Score and their total scores.

“Price/performance Contract” is a contract for which the contractor is to be chosen on the basis of a combination of price and performance.

“Price/performance Ratio” is the comparative importance of price and performance of the product or service expressed as a percentage ratio

“Project information” comprises:

- Drawings, if any, showing outline of the construction works required
- A cost plan, if available, indicating the total budget for the project
- A specification of materials from which the cost plan has been prepared
- The timescale for the construction works
- The substantial form of the contract
- Any other information necessary to enable the contractor to assess the nature and likely cost of the project

“Referee’s Questionnaire” is a questionnaire addressing the following aspects of a contract, namely

- performance
- quality
- adherence to timetable
- health and safety issues
- and any other matters considered by the Chief Fire Officer to be relevant to assessment of the service provided by the contractor.
