

Form P.1


Incomplete requests will be returned. This waiver request must be signed and dated.

Total net Value £	Type of Contract	Procedure to be used	Tick
Procedure to be used £25,000 to 74,999	works, supplies and services	a) At least three electronic tenders in advance b) As a minimum to be advertised on www.swale.gov.uk , the Council's E-procurement System plus Contract Finder ; c) Tenders opened at the same time by the Democratic and Electoral Services Manager (or nominee), in the presence of the Responsible Officer (or nominee) and a suitable person from Legal Services (or Nominee); d) Record to be entered on the Council s Contract Register; e) Contracts in writing using the standard clauses and to include the core clauses as set out within the CSOs document; f) Award of contract approved by the Responsible Officer plus signed by another officer; g) Risk assessment conducted (in writing) and kept on the file.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Procedure to be used £75,000 to £164,176**	works, supplies and services	a) At least three written tenders in advance; b) As a minimum to be advertised www.swale.gov.uk the Kent and Business Portal plus Contract Finder ; c) List of contractors invited to tender approved by the Responsible Officer; d) Tenders opened at the same time by the Democratic and Electoral Services Manager (or nominee), and a suitable person from Legal Services (or Nominee and also where required or requested in the presence of the cabinet portfolio holder (or nominee); e) Tenderers subjected to Financial Appraisal prior to award of tender; f) Approval required from the Cabinet for award of contract, waiver from CSOs and extensions to contracts; g) Contract executed as a deed; h) Record of the contract entered on the Councils Contract Register; i) Standard contract clauses to be used and to include the core clauses as set out within the CSOs document; j) Risk assessment conducted (in writing) and kept on the file.	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Procedure to be used £164,176** plus **EU Threshold	Supplies and services	a) EU Rules apply – full competitive process with tenders following advertisement in the O.J.E.U. for supplies and services, there is a presumption in favour of advertising and a competitive process. This will also be advertised on the Swale website, Kent Business Portals and Contract Finder. b) Points a; c; d; e; f; g; h; I and j as above for works, supplies and services for £75,000 to £173,934**	<input type="checkbox"/> <input type="checkbox"/>

Form P.1

Incomplete requests will be returned. This waiver request must be signed and dated.

Total net Value £	Type of Contract	Procedure to be used	Tick
Procedure to be used 164,176 to 4,104,394*	Works	a) Points a – j as above for works, supplies and services for £75,000 to £164,176**	<input checked="" type="checkbox"/>
Procedure to be used £589,148** Plus **EU Threshold	Light Touch Regime Services	a) Points a – j as above for works, supplies and services for £75,000 to £589,148**	<input type="checkbox"/>
Procedure to be used £4,104,394** plus **EU Threshold	Works	a) EU Rules apply – full competitive process with tenders following advertisement in the O.J.E.U. b) Points a; c; d; e; f; g; h; I and j as above for works, supplies and services for £75,000 to £164,176**	<input type="checkbox"/> <input type="checkbox"/>

I confirm that contract standing orders are fully complied with as above (Delete Yes / No)			YES
I confirm that waiver of the regulation have been sought and a written report submitted to;			
a) The Head of Commissioning & Customer Contact as 13.3.2 for contracts not exceeding £75,000			<input type="checkbox"/>
b) The Executive for contracts of £75,000 and above.			<input checked="" type="checkbox"/>
Signed by responsible officer	Sophia Ramm		05/01/17
Authorised by line manager	Charlotte Hudson	Charlotte Hudson	05/01/2017

In compliance with Contract standing orders the following conditions of contract shall apply

- 1 Services provided shall be to a good quality standard. Where materials are supplied they shall be fit for purpose and where services are undertaken reasonable skill and care shall be exercised in undertaking the services equivalent to that of an expert or professional associated with undertaken such services.
2. The Provider shall have in place the following insurances. Public liability Insurance to a minimum level of £5 million. Employers Liability Insurance to a minimum level of £10 million, professional indemnity insurance as appropriate.
3. Contract can be terminated at any time by either party in the event of a failure to comply with contractual obligations.
4. The Supplier shall comply at all times with all statutory and other provisions to be observed and performed in connection with the Services provided under the Contract including equalities and Health and Safety legislation.

Form P.1

Incomplete requests will be returned. This waiver request must be signed and dated.

5. The Council shall be entitled to cancel the contract and recover losses in the event that the Supplier does anything improper to influence the council to give the contractor any contract or commits an offence under the Bribery Act 2010 or s117(2) Local Government Act 1972.
6. The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any fraudulent activity by Staff, the Supplier (including its shareholders, members, directors) and/or any of the Suppliers other suppliers, in connection with the receipt of monies from the Authority. The Supplier shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur. The Supplier shall ensure that Staff are made aware of the Authority's policy on whistleblowing and that the details of this policy are fully explained to them and the Supplier shall provide the Authority with evidence of doing so upon request.
7. The term of the contract shall be from the 15 February 2017 to 14 February 2018 or until such time that a new contract is in place that shall supersede and replace the contract, whichever is the shorter.
8. The Council shall pay the Service Provider for the works goods or services upon satisfactory completion and within 30 days of receipt of invoice.

Description of Service/Goods	Design and Build of The Mill Skatepark.
Whole life Contract Period	1 year
Date waiver submitted to Procurement team	04 January 2017
Whole life Value of order (ex VAT)	£240,000
Name of Supplier	Gravity Engineering Ltd

Waiver for procurement of services/goods £1,000 - £5,000	<input type="checkbox"/>
Waiver for procurement of services/goods £5,001 - £24,999	<input type="checkbox"/>
Waiver for procurement of services/goods £25,000 - £74,999	<input type="checkbox"/>
Waiver for procurement of services/goods £75,000 +	<input checked="" type="checkbox"/>
Waiver request form	

Form P.1

Incomplete requests will be returned. This waiver request must be signed and dated.

Please provide a full explanation for seeking a waiver of the rules. For Waivers >15k, you are required to include neighbouring Authority approaches to delivering similar works good and services:

The ESPO Framework was utilised to procure a specialist contractor for the design and build of the Skatepark. There are currently only two providers on the framework following the third provider recently going into administration. Therefore, only two tenders were received.

Responsible officer Name (PRINT)	Sophia Ramm	Dept. / Section	ECS
-------------------------------------	--------------------	-----------------	-----

***You will be notified within 7 days of receipt of request.**

Please see below for primary acceptance of waiver regulations criteria

Waiver of Regulations in Accordance with Contract Standing Orders 13.3

The Mill Project Design and Build Contract

I have considered the reasons for the waiver in relation to the above for a contract sum of £240,000 for the period of 1 year. I am **satisfied** that the circumstances for the waiver are justified in line with CSO 13.1.4 and are genuinely exceptional by virtue of details provided and contained with the waiver report form P.1 to Contracts & Procurement dated 05.01.2017

The primary reasons for waiver of regulations are set out as

- a) the work, supply or service is required as a matter of urgency and a delay would be likely to lead to financial loss, personal injury or damage to property (13.1.1)
- b) the circumstances set out in EU Regulation 14 apply (whether or not the contract is of a type which is subject to the application of the EU Rules); (e.g. where the council has already gone out to competitive tender and only non-compliant tenders received) (13.1.2)
- c) the contract is awarded under a Purchasing Scheme of a type where a competition has already been undertaken on behalf of the Council (13.1.3)
- d) The proposals are most expedient to the efficient management of the service for the reasons recorded (13.1.4)
- e) Waiver declined as deemed non-compliant with Contract Standing Orders. CSO 13.2 (Re Purchasing guide)

The primary reason for the waiver is therefore point d

I confirm consultation has taken place with Legal and Financial Services, (if applicable), through the agreed email procedures protocol for procurements of value of £25,000 (£25,001 - £74,999)

Comments / Conditions / Suggestions.

The agreement needs to be updated to reflect agreed contract period namely 1 year from 15.02.2017 - 14.02.2018.

Consider longer contract period but for service to be annual renewable or for there to be a break clause subject to 6 months written notice to terminate at the end of a given financial year.

Signed Name Title	<i>e-signature</i> David Thomas Head of Commissioning and Customer Contact Cabinet agree to the waiver requested in relation to the works contract and that the Head of
-------------------------	--

Form P.1

Incomplete requests will be returned. This waiver request must be signed and dated.

	Commissioning and Customer Services be authorised to complete the necessary documentation”.
Dated	02.02.2017
Reference	A155
Department	Contracts & Procurement