



## **Constitution**

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**Standing Orders, Terms of  
Reference of  
the Authority, Committees  
and Delegated Powers**

## **STANDING ORDERS**

### **Meetings**

1. All meetings of the Authority shall be held at such places as the Clerk, with the approval of the Chairman, may arrange.
2. The four quarterly meetings of the Authority shall be held on the second Thursday in the months of March, June and September and the first Thursday in December commencing at 2 p.m., except where the Authority otherwise determines. In exceptional circumstances the Clerk, with the approval of the Chairman, may also vary these arrangements.
3. Notice of every meeting, whether general or special, shall be sent either electronically or through the post to each member at least five clear working days before the date of the meeting. Every notice of the meeting shall state the place, day and time of the meeting and the business to be transacted thereat.
4. The Clerk shall, upon the request of the Chairman, or upon a requisition in writing signed by any five members of the Authority, summon a special meeting of the Authority and if he, for three days, fails to comply with such a request or requisition such Chairman or five members, as the case may be, may summon such a meeting.
5. The quorum for meetings of the Authority shall be eight, at least one of those members is a council member and one a general member.
6. The minutes of the proceedings of each meeting shall be duly entered by the Clerk in a book kept for that purpose.
7. All members attending any meeting shall sign an attendance register.

### **Order of Business**

8. The Authority shall, at its June meeting in every year, elect two of its number to be respectively Chairman and Vice-Chairman of the Authority for the ensuing year. The previous Chairman and Vice-Chairman shall always be eligible for re-election up to a maximum of 10 consecutive years.
9. Should the Chairman not be a representative of one of the constituent councils, the Vice-Chairman shall be elected from the council representatives, unless they so decline.

10. At every meeting of the Authority the Chairman, if present, shall take the chair. If the Chairman is absent, the Vice-Chairman, if present, shall be Chairman. If both are absent, the Authority shall by resolution choose one of its number to be Chairman for such meeting.
11. No substitutes will be allowed for members of the Authority. Representatives from constituent councils must be elected councillors. Non voting substitutes will be permitted for representatives from the Marine Management Organisation, Natural England and Environment agency. Substitutes for members of the Executive Committee or Sub-Committees will only be permitted to be drawn from members of the Authority provided that the Clerk is informed in writing no later than the commencement of the meeting.
12. After confirmation of the minutes of the previous meeting, the business to be conducted at any meeting will be dealt with in the order set out on the agenda, but the Chairman shall be authorised to vary the order of business in order to give precedence to any urgent matter.
13. No resolution previously agreed to by the Authority shall be altered or rescinded unless due notice of the same, stating the precise nature of the proposed alterations or cause for its rescission has been given in the notice calling the meeting, except under very special circumstances when for urgent and unforeseen reasons the meeting deems it desirable to vary or rescind the same with the agreement of two thirds of the members present.
14. A member may, with the consent of the Authority to be ascertained by a show of hands without debate, withdraw or amend a motion.
15. Any motion to veto the total amount of expenses incurred by the Authority, must be sent in writing to the Clerk at least three clear working days before the meeting of the Authority. The Authority must give notice in writing of that motion to each Council member.
16. All other motions and amendments shall, if required by the Chairman, be placed in writing, signed by the mover and delivered to the Clerk immediately upon it being seconded.
17. Every amendment which has been moved and seconded must be disposed of before any further amendment is moved.
18. If an amendment is carried it shall displace the original motion and become the question upon which any further amendment may be moved. If an amendment is lost, a further amendment may be moved to the original motion under consideration.

19. The mover of every original motion shall be entitled to reply at the close of the debate thereon and immediately after his reply the question shall be put from the Chair. The mover of an amendment shall not be entitled to reply, except where the amendment has been carried and becomes the question under consideration. No other member shall speak more than once on either the original motion or any amendment unless the Chairman gives his permission to explain, or the attention of the Chair is called to a point of order.
20. Any member may second the motion or amendment, reserving his speech for a later period of the debate.
21. No motion for the adjournment of a meeting, while a question is under consideration, shall be made by a member who has already spoken upon it. Every motion for the adjournment of a meeting or a debate shall be put and decided without discussion.
22. The Clerk shall insert in the summonses all notices of motion which have been given to him, at least ten clear days before the meeting of the Authority, in the order in which such notices shall have been received and with the names of the intending movers.

### **Voting**

23. The voting on general questions shall be ascertained by a show of hands, the Clerk ascertaining the numbers voting for and against any motion or amendment and declaring the result accordingly. A division (or recorded vote) shall be taken on any question, if requested by any two members prior to the vote.
24. The Chairman of any meeting shall have, in the case of equality of votes, a second or casting vote.
25. The Clerk shall take the division (or recorded vote) by calling the names of the members and recording their answers and, in all cases when a division is taken, division lists shall be recorded in the minutes.
26. Standing Orders may be suspended at any time by a vote of the majority of the Authority present at any meeting.

### **Executive Committee and Sub-Committees**

27. Membership of the Executive Committee shall be eight Members, that the Chairman and Vice-Chairman be *ex-officio* Members and that remaining six Members be appointed on the basis of equal representation between Council and MMO nominated representatives.
28. The Chairman of such meetings shall have, in the case of equality of votes, a second or casting vote.
29. A quorum of the Executive Committee shall be three members.
30. The minutes of the Executive Committee shall be submitted to the Authority for information.
31. The Clerk of the Authority in consultation with the Chairman and Vice Chairman be delegated to deal with issues of urgency requiring decisions outside the normal cycle of the Authority and Executive Committee meetings in circumstances where it is impracticable to call a Special Meeting of either.

### **Standards Committee**

32. The Committee shall consist of the Council representatives of the Executive Committee and the Clerk or Deputy Clerk.
33. No substitute Members will be permitted.
34. An Independent Chairman shall be appointed by the Authority.
35. A quorum of the Standards Committee shall be three members.
36. The Committee shall meet as and when required.
37. Meetings will be open to the public, except during consideration of items containing confidential information, or exempt information within the meaning of the Local Government Act 1972.

### **Discharge of Functions**

38. All precepts or orders for the payment of money which the Authority from time to time may issue to respective councils shall require the consent of the majority of the council representatives

attending such meeting. They shall subsequently be signed by the Clerk (or in his absence, a Deputy Clerk).

39. In accordance with Section 101(1) and (10) of the Local Government Act 1972, the Clerk and Chief IFC Officer (in consultation with the Chairman or Vice Chairman) be authorised to instigate and take legal proceedings for offences against any legislation which the Authority is empowered to take legal proceedings against. All such legal action shall be reported to the next meeting of the Authority.

#### **Admission of the Public**

40. Meetings of the Authority will normally be open to the public but the public shall be excluded from meetings when items of a confidential nature are under consideration.

## **TERMS OF REFERENCE OF THE AUTHORITY, COMMITTEES AND DELEGATED POWERS**

### **The Authority**

1. Subject to confirmation by the Secretary of State (Defra), to make byelaws to deal with localised problems relating to the inshore fishery.
2. To act as consultee for all proposals for the discharge of effluents and the depositing of dredged material within the district, carrying out seismic surveys and bore-hole investigations on the seabed, by-law for bombing ranges, coast protection works and any other matters that might impact on the inshore fishery.
3. To receive minutes of Executive Committee and Sub-Committees, where appropriate.
4. To receive quarterly reports from the Chief IFC Officer, Assistant Chief IFC Officer (Land Based) and Assistant Chief IFC Officer (Offshore).
5. To receive minutes of meeting of the Association of Inshore Fisheries and Conservation Authorities.
6. To receive annually, statistical and survey reports.
7. To make appointments to other bodies from the membership of the Authority.
8. To take any action in pursuit of the Authority's aims and objectives as are considered to be appropriate.
9. To consider all matters relating to the disposal or acquisition of fishery vessels.
10. To receive quarterly budget monitoring reports on the Authority's financial position, together with an annual audit of accounts.
11. To determine arrangements for secretarial, legal, financial and Human Resources support to the Authority.

### **Executive Committee**

1. To deal with any urgent matters which must be determined before the next meeting of the Authority.
2. To deal with any specific issues delegated by the Authority.
3. To receive regular reports and to review the management and organisation of the enforcement and working practices of IFC Officers.

### **Standards Committee**

1. To guide the Authority on matters in relation to the standards of conduct of Members

### **Clerk of the Authority**

1. To attend, or ensure representation, at all meetings of the Authority, the Executive Committee, Sub-Committees and any special meetings and to advise such meetings on legal and procedural issues.
2. To attend or be represented at meetings with other bodies such as the Department of Environment, Fisheries and Rural Affairs, Association of Inshore Fisheries and Conservation Authority, MMO, Environment Agency, Natural England etc.
3. To ensure effective and regular liaison/communications with the Chief IFC Officer, the Chairman, DEFRA, MMO Environment Agency and Natural England as appropriate.
4. To authorise payment of invoices and officers' and members' expense claims.
5. To act as signatory in respect of permits, agendas, cheques and other such Authority documentation.
6. To be responsible for the preparation and circulation of agendas and minutes for all Authority and Sub-Committee meetings.
7. To deal with personnel issues, including appointment and disciplinary matters of the Patrol Boat Skipper and staff below that level, in consultation with the Chief IFC Officer, the Chairman and/or Vice Chairman as appropriate.

8. To appoint to the post of Chief IFC Officer, Senior IFC Officer (Land Based), First Mate (Offshore), Environmental Officer and above in consultation with the Chairman and/or Vice Chairman

**Chief IFC Officer**

1. To lead and direct the Authority's officers in the enforcement of all legislation relating to the management and policing of the inshore fishery.
2. To lead and direct the Authority's officers in carrying out the Authority's environment and conservation responsibilities under the appropriate legislation.
3. To have day to day responsibility for the management, training and discipline of the Authority's IFC Officers.
4. To prepare reports for the Authority/Sub-Committees on all matters affecting the fisheries and fishing industry within the Authority's district and such other reports as may be necessary.
5. To liaise and work in co-operation with appropriate outside bodies involved with the inshore fishery.
6. To make recommendations to the Clerk on action to be taken following the detection of offences, and to prosecute offenders and attend at Court to present evidence.
7. To act as 'Disclosure Officer' and the Assistant Chief IFC Officer (Land Based) will act as 'Officer in Charge' in investigations and prosecutions of offences.
8. To represent the Authority on various outside bodies and external meetings, as appropriate.
9. To deal with day to day personnel issues including disciplinary matters where immediate action is required.
10. To appoint land based IFC officers, below Senior IFC Officer (Land Based), offshore officers below First Mate, part time technical assistants, training posts and below.

## **Financial Regulations**

**NOTE: In these Regulations the expression “Senior Officer” relates to the Clerk, Deputy Clerks, Treasurer and Chief IFC Officer.**

### **1. Introduction**

#### Responsibility for Financial Control

- (a) The Treasurer to the Authority is legally responsible for the proper administration of the Authority’s financial affairs and for purposes of Section 151 of the Local Government Act 1972, is responsible under the general direction of the Authority for the proper administration of the Authority’s financial affairs. He shall take whatever action he sees fit to discharge his responsibilities under Section 151 of the Local Government Act 1972 in consultation with the Clerk.
- (b) The rules and procedures relating to financial administration are set out in the Authority's Standing Orders and Financial Regulations and in any financial instructions issued by the Treasurer.

#### Codes of practice and codes of conduct

- (c) The Treasurer may from time to time require compliance with financial instructions, codes of practice and conduct which he may issue. Any financial instruction or codes of practice and conduct issued by the Treasurer shall have the same force as these Financial Regulations and compliance therewith is mandatory.

### **2. General Arrangements and Interpretation**

#### Responsibility and compliance

- (a) It is the duty of all employees to ensure that their actions are in accordance with these Financial Regulations. The Chief IFC Officer must take the necessary steps to ensure that all employees are aware of their obligations in this respect.
- (b) In carrying out his responsibility for the proper administration of the Authority’s financial affairs, the Treasurer shall ensure that arrangements made in relation to all financial and accounting matters and the security of money and other assets are safe, efficient and effective.

- (c) Failure to comply with the Financial Regulations may lead to action by management in accordance with the Authority's disciplinary procedures. Any employee who requires further advice or is unable to comply with these Financial Regulations or other financial procedures should inform and consult their supervisor or line manager.

#### Review

- (d) The Treasurer shall review the Regulations and all Financial Instructions at maximum intervals of four years and shall report to the Authority accordingly.

#### Interpretation

- (e) Any difference which arises from the interpretation of these Regulations shall be settled by the Treasurer in conjunction with the Clerk.

#### Suspension of Financial Regulations

- (f) These Regulations shall only be suspended on the resolution of the North Eastern Inshore Fisheries and Conservation Authority or Executive Committee, or as varied by any part of the Scheme of Delegation approved by the Authority.

### **3. Financial Irregularities**

- (a) If at any time any case of fraud or loss or financial irregularity or bribery or corruption is discovered or suspected to exist which involves the Authority's interests, the officer concerned shall at once (and before proceeding with any further investigation) notify the Treasurer and Clerk. The Treasurer is authorised to call in the police forthwith if he considers that the nature of the irregularity warrants immediate action.
- (b) Where criminal proceedings are not instituted due to insufficient grounds the Clerk shall decide whether or not to commence a civil suit and is authorised to incur any expenditure involved which shall be reported to the next meeting of the Authority.

#### **4. Internal Audit**

- (a) A continuous internal audit, under the independent control and direction of the Treasurer, shall be arranged to carry out an examination of accounting, financial and other operations of the Authority to ensure the adequacy and effectiveness of internal controls.
- (b) The Treasurer or his authorised representative shall have authority to:-
  - (i) enter at all reasonable times on any Authority vessel, premises or land;
  - (ii) have access to all records, documents and correspondence relating to any matter or business of the Authority;
  - (iii) require and receive such explanations as are necessary concerning any matter under examination, and
  - (iv) require any employee of the Authority to produce cash, stores or any other Authority property under his control.

#### **5. Accounting**

- (a) All accounting operations shall be under the supervision of the Treasurer. The Clerk and the Chief IFC Officer shall at an early stage consult him on the design of the systems, forms and records which could have effects upon accounting systems, records or needs.
- (b) Each Officer shall be responsible for ensuring that such records and systems are properly maintained and each Senior Officer shall carry out independent checking of financial transactions relevant to his responsibilities to ensure compliance with these Financial Regulations.
- (c) At any time every Officer shall supply to the Treasurer such information as and when required by the Treasurer.

#### **6. Banking Arrangements and Cheques**

- (a) All arrangements with the Authority's bankers shall be made by or approved by the Treasurer who shall be authorised to operate such banking accounts as he may consider necessary.
- (b) All cheques shall be ordered only on the authority of the Treasurer who shall make proper arrangements for their safe custody.

- (c) The issuing of cheques (with the exception of imprest accounts) shall be controlled by the Treasurer and shall be signed or initialled by an officer authorised by him.

## **7. Estimates and Budgetary Control**

- (a) Estimates of income and expenditure over periods of one year or longer shall be prepared by the Clerk and Chief IFC Officer, in consultation with the Treasurer, for submission to the Authority. The form of such estimates and the timing of their submission shall be as determined by the Treasurer, subject to any over-riding requirements of the Authority.
- (b) Before first being included in the estimates, proposals shall be the subject of written reports by the Clerk or Chief IFC Officer and the Treasurer to the Authority for approval if they involve:-
- (i) an estimated capital cost exceeding £30,000; or
  - (ii) an addition to annual revenue expenditure of more than £5,000 (arising from a capital project, the introduction of new policy or the extension of existing policy).
- (c) Any Officer proposing to incur expenditure in excess of £30,000, not currently forming part of the approved estimates shall, before incurring such expenditure, prepare a report in consultation with the Treasurer for submission to the Authority outlining the cost in the current and two subsequent years. No supplementary estimates will be approved (except in exceptional circumstances).
- (d) Expenditure may be incurred within the estimates approved by the Authority without further reference thereto unless the Authority shall have otherwise required. The Chief IFC Officer may incur expenditure up to £2,000 and the Clerk and Treasurer may authorise expenditure up to £30,000.
- (e) The Treasurer together with the Clerk may approve proposals for virement not exceeding £30,000 between specified groups of headings. Approval of virement in excess of £30,000, and of any supplementary estimates, may be given by the Authority or Executive Committee.
- (f) The Chief IFC Officer shall ensure, so far as practicable, that expenditure in excess of the approved estimates is not incurred without prior approval. They shall, as soon as practicable, prepare a written report concerning any anticipated or actual overspending of:-
- (i) a revenue budget by more than 10% or £30,000, whichever is the lower;

(ii) a capital scheme budget by more than 10% or £30,000, whichever is the lower.

Such reports should give explanations of the overspending and should make proposals as appropriate for:

(i) virement; and/or

(ii) a supplementary estimate.

Such reports should be submitted to the Treasurer if the proposed virement does not exceed £30,000 or to the Authority if the virement does exceed £30,000.

(g) Any proposal previously included in approved estimates shall, at the time of its inclusion in successive years' estimates be the subject of a written report by the appropriate Officer and the Treasurer to the Authority if:-

(i) the nature of the proposal has changed materially since its original approval; or

(ii) its estimated cost exceeds the original approved estimate (adjusted for subsequent changes in price levels) by more than 10% or £30,000 unless such change or increase has been the subject of an earlier report under this regulation or Financial Regulation 7 (e).

(h) For the purposes of Financial Regulations (e) and (f) anticipated or actual reductions of income shall be treated as if they were increases in expenditure.

(i) The Treasurer may in consultation with the Chief IFC Officer concerned, approve the virement from one financial year to another of amounts up to £30,000.

## **8. Orders for Work, Goods and Services**

- (a) Official orders shall be in a form approved by the Treasurer and the Clerk and are to be signed only by officers authorised by the Clerk or Treasurer. A list of the names of such officers and their specimen signatures shall be maintained by the Clerk and forwarded to the Treasurer.
- (b) All orders shall be prepared in accordance with detailed procedures described in Financial Instructions and other guidance which may be issued from time to time by the Treasurer.

## **9. Payment of Accounts**

- (a) Apart from petty cash the Treasurer will make all payments due from the Authority by BACS, cheque or other instrument drawn on the Authority's bank account.
- (b) The Clerk or Chief IFC Officer shall be responsible for examining, verifying and certifying invoices, payments vouchers or accounts.
- (c) Each account shall be certified in manuscript by or on behalf of the responsible officer. The officers authorised to make such certification shall be nominated by the Clerk or Treasurer. A list of the names of such officers, together with specimen signatures, shall be maintained by the appropriate officer and forwarded to the Treasurer.

## **10. Imprest Accounts**

- (a) The Treasurer shall provide such advance imprest accounts as he considers necessary and appropriate for defraying petty cash and other minor expenses.
- (b) The accounts will be subject to such regulations as the Treasurer may require.

## **11. Staff Records, Salaries, Wages and Pensions**

- (a) The payment of all salaries, wages, pensions, compensation and other emoluments to all employees or former employees of the Authority shall be made by the Treasurer or under arrangements approved and controlled by him.
- (b) The Clerk and Chief IFC Officer shall notify the Treasurer as soon as possible and in the form prescribed by him, of all matters affecting the payment of such emoluments.

- (c) All pay documents shall be in a form prescribed or approved by the Treasurer and shall be certified in manuscript by or on behalf of the Senior Officer who is responsible for their accuracy and authenticity. The names of officers authorised to sign such records shall be nominated by the Clerk and a list maintained thereof, together with specimen signatures. Lists of authorised signatories shall be forwarded to the Treasurer.

## **12. Income**

- (a) The collection of all money due to the Authority shall be undertaken in accordance with arrangements approved by the Treasurer.
- (b) The Clerk and Chief IFC Officer shall seek the prompt collection of money due to the Authority and shall notify the Treasurer in a manner specified by him of all cash collected and income due to the Authority.
- (c) It is the responsibility of any employee who becomes aware of any income falling due but not received by the Authority to ensure it is brought to the attention of the Treasurer.
- (d) All receipt forms, books, tickets and other such items shall be in a form approved by the Treasurer.
- (e) All money received on behalf of the Authority, shall, as soon as practicable, be either banked for the credit of the Authority's account or deposited with the Treasurer.

## **13. Equipment**

- (a) The Chief IFC Officer shall be responsible for the care and custody of the equipment under his control.

## **14. Write-Offs**

- (a) Subject to their keeping records in a form approved by the Treasurer, the Clerk may write off losses including debts up to £1,000 in total, in respect of:-
  - (i) Any loss or imbalance sustained by the Authority which is not recoverable from insurance or other sources; or
  - (ii) The loss to the Authority on the disposal of stock or other assets at prices less than the book value at the time of disposal.

- (b) The Clerk and Chief IFC Officer shall refer all irrecoverable debts and all losses in excess of £1,000 for write-off to the Treasurer, who may require a report to be submitted to the Authority. The Treasurer in consultation with the Clerk may write-off irrecoverable losses or debts up to £5,000.
- (c) Losses or irrecoverable debts over £5,000 may only be written off by the Authority or Executive Committee following a joint report by the Treasurer and Clerk.

**15. Insurances**

- (a) The Treasurer shall effect all insurance cover and negotiate all claims in consultation with other officers where necessary.
- (b) The Clerk and Chief IFC Officer shall promptly notify the Treasurer and in appropriate cases the police of:-
  - (i) any loss, liability or any event which may result in a claim against the Authority and/or its insurers.
  - (ii) the terms of any indemnity which the Authority is required to give;
  - (iii) any new risks, properties or vehicles which might require to be insured, together with changed circumstances affecting existing risks.
- (c) The Treasurer shall annually, or at such other period as he may consider necessary, review all insurances in consultation with the Clerk and Chief IFC Officer as appropriate.
- (d) The Treasurer shall settle all claims against the Council's insurers, in consultation with other officers as appropriate.

## **16. Inventories**

- (a) The Chief IFC Officer shall maintain a written inventory of equipment under his control which belong to the Authority and whose individual cost or value exceeds £100.
- (b) The Chief IFC Officer shall be responsible for maintaining at least annually a check of all items on the inventory, for taking action in relation to surpluses or deficiencies and noting the inventory accordingly.
- (c) The Clerk and Chief IFC Officer in consultation with the Treasurer, may authorise adjustments to take account of deficiencies where the estimated loss does not exceed £1,000. Above that figure Authority approval shall be required.
- (d) The Clerk and Chief IFC Officer may, in consultation with the Treasurer, arrange for the disposal of unrequired inventory items, up to a limit of estimated value of £2,000. Above that figure, disposal shall require Authority approval.
- (e) The Authority's property shall not be removed otherwise than in accordance with the ordinary course of the Authority's business or used otherwise than for the Authority's purposes except in accordance with specific directions issued by the Treasurer, Clerk or Chief IFC Officer.

## **17. Security**

- (a) The Chief IFC Officer is responsible for maintaining security at all times for all assets including buildings, stocks, stores, furniture, equipment, cash, etc, under his control. He shall consult the Treasurer in any case where security is thought to be defective or where it is considered that special security arrangements may be needed.
- (b) Maximum limits for cash holdings shall be agreed with the Treasurer and shall not be exceeded without his express agreement.
- (c) Each Senior Officer shall be responsible for maintaining proper security/confidentiality in respect of information held by or on behalf of them, including information held in computerised records, in which case, each Senior Officer must ensure compliance with the Data Protection Act and any Codes of Practice or Standards approved by the Treasurer.
- (d) Each Senior Officer shall be responsible for ensuring all software in their use is legally licensed.

## **Standing Orders relating to Contracts**

### **Contracts not subject to these Standing Orders**

- (1) Every contract shall comply with these Standing Orders except contracts:-
  - (a) For urgent repairs to plant or machinery necessitated by breakdown or to satisfy Health and Safety requirements
  - (b) With Statutory Undertakers who have a monopoly on works, supplies or services
  - (c) Repairs to plant or machinery which can only be carried out by the manufacturer
  - (d) For the purchase of goods or services for which there is only one source of supply
  - (e) For specialised services where the Authority has authorised invitation of tenders without advertisement from two or more contractors offering such services. Such authorisation not being capable of delegation to an Officer
  - (f) With an estimated value of less than £2,000 (See Para (3) below)
- (2) Appendix 1 and 2 shall apply to contracts the value of which is estimated to be less than £30,000 but more than £2,000. Where the value of a contract is estimated to be £30,000 or more, the Clerk and Treasurer shall submit a report to the Authority on a proposed procedure to be adopted
- (3) Contracts which are reasonably expected to have a value below £2,000 shall be subject to such procedures as that officer has approved in writing and he shall ensure that appropriate steps are taken to achieve value for money and obtain and retain records of alternative quotations as far as is reasonably possible

### **Definitions**

“Ad Hoc” shall mean the use of a select list of contractors that has been determined by Authority in accordance with paragraph 8 of this Standing Order

“Contract” shall mean any arrangement whether in consideration for money or other consideration by which the Authority acquires works, materials, goods or services

“Third Party Contract” shall mean any contract to be entered into by the Authority on behalf of another party as its agent

“Authority” shall include a duly authorised sub-Committee or Officer

“Directive” shall mean the 200/18/EC - Consolidated Procurement Directive and any corresponding Regulations made by the British Parliament

“Equipment” shall mean all equipment owned by the Authority of whatever nature.

“Senior Officer” shall mean either the Clerk, Treasurer or Chief IFC Officer

“Contractor” shall mean a potential contractor and includes a partnership or Company

“Standing List” shall mean a standing list of contractors approved by the Authority from time to time in accordance with this Standing Order

## **Compliance**

- (4) Every Contract made by the Authority shall comply with the Law of the European Community, national law and these Standing Orders. Wherever a European or national law conflicts with these Standing Orders then that law shall take precedence. European law shall take precedence over national law. Where European law does not provide for a procedural step to be taken that is required by national law then that national law step shall also be taken unless specifically prohibited by European law. The same provision shall apply in the case of a procedural step required by this Standing Order that is not required by national or European law unless the latter laws specifically prohibits such a step. Due regard shall also be paid to current NJCC Codes of Procedure
- (5) Responsibility for ensuring compliance with this Standing Order shall be that of the appropriate Senior Officer

## **Invitation to Tender**

### Contracts for the Authority

- (6) Tenders for all Contracts shall be invited in writing
- (7) Invitation to tender shall be by one of the following two methods:-

- (a) Ad Hoc list, or
- (b) Standing List

#### Ad Hoc List

- (8) The following provisions shall apply when the Ad Hoc method is to be used:-
- (a) At least four weeks before the Ad Hoc List is compiled and tenders invited Public Notices shall be given in at least one local newspaper and in at least one newspaper or journal circulating among such contractors who undertake such Contracts which shall:-
    - (i) Specify details of the contract
    - (ii) Invite interested contractors to apply, and
    - (iii) Specify a time limit of not less than 14 days for such applications to be made.
  - (b) If considered appropriate by the Authority notice may also be given to all or a selected number of Contractors named in a Standing List maintained under paragraph 9 of this Standing Order
  - (c) Invitations to tender shall be sent to not less than three of the contractors who applied in response, as selected by Authority, or where there are fewer than four such contractors to all of those considered suitable by the Authority

#### Standing List

- (9) The following provisions shall apply to Standing Lists of Contractors to be used to undertake contracts:-
- (a) A Standing List shall be approved and reviewed by the Authority every three years and shall be kept by the Clerk who may amend it between reviews
  - (b) The Standing List shall show whether a contractor is approved to tender for contracts generally or only for contracts up to a certain value or of a certain category

- (c) At least four weeks before a Standing List is compiled, a Public Notice inviting applications for inclusion in it shall be published in at least one local newspaper and one journal or newspaper circulating among contractors who undertake such contracts
- (d) Invitations to tender for a contract shall be sent to not less than three contractors on the Standing List approved for the value and category of contract to be let and where there are less than four such contractors then to all such contractors except where other arrangements have been approved by the Authority
- (e) If any Senior Officer considers that there are grounds for deleting a contractor from any Standing List then he shall inform the Clerk who shall give the contractor an opportunity to comment on the grounds in writing. The Clerk, in consultation with the Senior Officer where appropriate, shall then decide whether or not to delete that contractor from the Standing List or he may alternatively refer the matter to the Authority for decision

### Tenders

- (10) The terms and contractual conditions upon which tenders are to be sought shall be approved by the Clerk and shall include details of the tender evaluation criteria.
- (11) Canvassing of any Member or officer of the Authority for acceptance of a tender will disqualify that contractor on whose behalf the canvassing is carried out.
- (12) In all tender documents contractors shall be advised that:-
  - (a) No tender shall be considered unless it is returned to the Clerk in a plain sealed pre addressed envelope which bears the words "Tender" followed by the contract to which it relates and no other mark or name including post mark indicating the name of the sender
  - (b) Late tenders shall not be considered unless no other tender has been opened and the contractor submitting that tender can produce at the time of opening tenders evidence of postage by the first class post at least 24 hours before the date and time set for receipt of tenders and in no other circumstances. In all other cases, a late tender shall be returned to its sender with written confirmation that it had been submitted late and not considered.

- (c) Tenders shall be returned to County Hall and if delivered by hand they will not be considered unless they are delivered to the reception desk at the front door to County Hall on Cross Street, Beverley
- (d) The Authority is not obliged to consider all tenders received nor to accept a tender nor to accept the highest or lowest (as the case may be) tender. Where any tender is considered then all tenders submitted in accordance with the Instructions to Tenderers will be considered
- (e) Tenders must be in English
- (f) The contents of any tender must be kept confidential and must not be disclosed to any party other than on an “in confidence” basis to those who have a legitimate need to know for the purposes of tender preparation
- (g) Where the tender is submitted by a Partnership then all partners must sign the tender. In the case of a Company it must be signed by either two Directors or a Director and the Company Secretary. Where a Director is not available then a person authorised to sign contracts on behalf of the Company may sign provided that his authority to do so is included with the submitted tender
- (h) Every contract shall contain a clause entitling the Authority to cancel the contract and claim any resulting loss in the event that the contractor shall have improperly influenced or made any attempt to influence the award or administration of the contract.
- (i) The Chief IFC Officer shall keep a written record of all parties to whom tender documents are forwarded including the date of despatch, and shall forward such details to the Clerk prior to tenders being opened.

### **Third Party Contracts**

- (13) In the event that a Tender is to be invited for a Contract to be placed for a third party then, unless otherwise stated by that party, that party’s own Standing Orders or procedures shall be used in selecting the method of tender invitation and contractor selection. In the event that that third party does not have any procedures in these respects they should be invited to approve, in writing, the use of this Standing Order.

- (14) In all invitations to tender it shall be stated that:

“The North Eastern Inshore Fisheries and Conservation Authority” (“The Authority”) has been requested by [ ] (“The Purchaser”) to arrange a Contract on its behalf for the supply of [ ]. Any tender accepted as a result of this invitation shall be accepted by The Purchaser and not by the Authority. The submission of a tender by a contractor shall be deemed to be an acceptance that it does not intend to contract with the Authority and that it recognises its agency status in these respects.

In the event that any goods, materials or services are being purchased all warranties or guarantees implied or otherwise as to the nature, quality and suitability of goods or under the Supply of Goods and Services Act 1982 or otherwise shall pass to the Purchaser.”

- (15) Paragraph 12(h) shall apply to Third Party tendering arrangements

#### **Receipt and consideration of Tenders**

- (16) No tender shall be considered unless it complies with the provisions of paragraph 12
- (17) All tenders returned shall be kept by the Clerk in a sealed container until the date and time for their opening
- (18) Where all tenders expected are returned on the day stated for their return then tenders will, where possible, be opened on that day, otherwise no tender will be opened before 11.00 a.m. on the next working day following the deadline for its receipt
- (19) Late tenders shall be considered only if no other tender for that contract has been opened and the contractor submitting that tender can produce at the time of tender opening, evidence of posting by first class mail 24 hours before the date and time set for receipt of tenders and in no other circumstances. In all other cases, a late tender shall be returned to its sender with written confirmation that it had been submitted late and not considered
- (20) Tenders shall be opened at one time and only in the presence of the Clerk and the appropriate Senior Officer or their representative. There shall never be less than two persons present when tenders are opened.
- (21) A written record shall be kept of the tenders received and of their amount, except where the contract is a Schedule of Rates or a Framework Agreement in which case the amount is not recorded. A written record shall also be kept of contractors invited who have not tendered and

of any late tenders. These records shall be signed by all Officers present at the opening of tenders. (Each completed list of tenders shall be closed by the Clerk or his representative by the insertion of a continuous drawn line under that list)

- (22) Tenders to be awarded following negotiations, and all other tenders, shall be accepted only by the Authority except
- (a) Where other arrangements have been approved by the Authority
  - (b) Where the lowest priced tender satisfies the tender evaluation criteria so long as the tender sum is no more than 5% or £1,000 above the pre-tender estimate reported to the Authority
  - (c) Where they are third party contracts and that third party has authorised acceptance otherwise than by the Authority

### **Contract Conditions**

- (23) Every contract shall be in writing, and in a form approved by the Clerk and in particular shall:-
- (a) Where a standard form of contract issued by a competent body is appropriate be in that form or in any other case include conditions of contract approved by the Clerk
  - (b) Include such provision for Health and Safety as is approved by the Clerk
  - (c) Provide for liquidated damages unless such is considered inappropriate by the Treasurer
  - (d) Contain a clause entitling the Authority to cancel the contract and claim any resulting loss in the event that the contractor shall have improperly influenced or made any attempt so to influence the award or administration of the contract.
  - (e) Indicate that in the case of supply goods, payment will not be made in advance unless the appropriate Senior Officer approves it in writing in cases where adequate legal and financial safeguards are in place to protect the Authority's interest or Title in the goods
  - (f) Specify (as applicable) the services or works to be performed, the goods to be supplied, the price to be paid or the manner in which that sum is to be ascertained and the period within which the contract is to be performed

- (g) Require compliance with any relevant EU standard where such exist or, in their absence, with a British Standard Specification or Code of Practice or equivalent
- (h) Not require a particular brand of product without acceptance of its equivalent where to do so would offend Article 30 of the EC Treaty
- (i) Contract performance insurance (where required) shall be arranged through the Authority's insurers

### **Sub Contractors**

- (24) In the event that completion of any Contract will involve the use of sub contractors to be nominated to the main contractor then tenders shall be invited as if the sub contract were the main contract for the purposes of this Standing Order unless Authority resolves otherwise.
- (25) The invitation to tender shall include details of the provisions of the proposed main contract

## APPENDIX 1

### **CRITERIA TO BE CONSIDERED IN SELECTION OF PERSONS FOR STANDING LISTS AND AD HOC LISTS ESTIMATED TO BE LESS THAN £30,000 BUT MORE THAN £2,000**

#### 1. **Technical Resources and References**

- (a) Capacity (including physical and technical resources; current workload and ability to meet the specification).
- (b) Managerial structures and qualifications and competence of personnel.
- (c) Number of employees and a ratio between supervisors and manual workers.
- (d) Whether the contractor assesses for suitability and competence of potential workers.
- (e) The structure of the contractor's business and geographical spread of operations.
- (f) Established performance of contractor.
- (g) Technical references (preferably from other public bodies) where the contractor has been involved in similar work.
- (h) Whether the contractor has suffered a deduction of liquidated and ascertained damages in respect of any contract within the last three years.
- (i) Whether the contractor has had a contract determined or not renewed for failure to perform to the terms of that contract.
- (j) The arrangements made by the contractor for organising the work to ensure adherence to specifications (including any programmes), quality control and communication with his own workforce and with the Authority.
- (k) Whether the contractor has ascertained details of the service to be provided or the proposed contract conditions.

2. **Financial Information and References**

- (a) Whether any directors, partners or associates have been involved in any firm which has been liquidated or gone into receivership.
- (b) Whether any group or ultimate holding company would be prepared to guarantee the contractors' contract performance as its subsidiary.
- (c) Whether the Company is financially viable.

3. **Equal Opportunities**

- (a) Evidence of compliance with the Race Relations Act 1976 and questions allowed under Section 18(5) of the Local Government Act 1988.
- (b) Compliance with the Disabled Persons (Employment) Act 1944.

4. **Health and Safety**

- (a) Previous health and safety performance.
- (b) Whether the Authority will be allowed access to the contractors' depot(s) for the purpose of inspection of the premises including all plant, equipment and apparatus.
- (c) Production of a Health and Safety Policy approved by the Clerk.

## APPENDIX 2

### **CRITERIA FOR THE EVALUATION OF TENDERS**

#### 1. **Compliance with Specification and Contract Conditions**

- (a) Each tender checked for any arithmetic errors.
- (b) Whether the specification has been met in full and all schedules completed.
- (c) Whether the tender complies with any conditions or working methods specified.
- (d) Production of a Health and Safety Policy approved by the Clerk.
- (e) Whether the contractor has adequate staffing levels/working hours to meet the requirements of the specification, including peak demands and emergencies.
- (f) Whether the contractor has adequate management and organisation to perform the contract.
- (g) Whether the contractor has adequately understood the terms and conditions of the contract and has visited the sites and depots.

#### 2. **Technical Analysis**

- (a) Technical ability and resources to undertake the work as specified for the duration of the contract.
- (b) Ability to recruit and retain labour and the firm's organisational arrangements.
- (c) Qualifications of the workforce.
- (d) Training of the workforce.
- (e) Previous experience and references from users.
- (f) Reliability and compatibility of contractors' equipment.

- (g) Risk assessment of each tender to determine the likelihood of the firm failing to deliver the required service.

3. **Financial Analysis**

(a) Comparative Costs

(i) Comparison of total tender costs

- difference in contractors' rates for call outs and emergencies;
- difference in rate for similar buildings and tasks;
- ensure contractors' rates include for payments of utilities.

(ii) Redundancy, severance, early retirement costs and similar costs.

(iii) Contracting out costs

- costs of ancillary support to contractors;
- costs of arranging legal transfers;
- any other related costs.

(iv) Calculation of net tender prices and avoidable costs.

(v) Whether the Company is financially viable.

(vi) Whether satisfactory bank, insurance cover, performance bond and guarantees from any parent company will be provided.

(vii) Retained or constant costs.

(b) Peripheral Costs

(i) The actual costs of any lump sum and annual pension incurred as a result of servicing such payment.

- (ii) The cost of any central establishment charges ascribed to a contract that would continue to be borne notwithstanding the award of that contract to an outside contractor.
- (iii) Loss attributable to delay in repayment of a contractor's VAT.
- (iv) Savings resulting from delays in the payment of external contractors.
- (v) Income from the disposal of assets.