

Procurement Procedure Rules

SECTION 1 INTRODUCTION

The aim of this document and its underlying procedures is to bring Value for Money to the forefront of any expenditure when procuring Supplies, Services, or Works, awarding any Concession and disposing of surplus or obsolete goods/stock. These procurement rules ('the Rules') together with the Corporate Procurement Strategy and supporting guidance notes will help to ensure strategic, efficient, and economic contracts are in place, that are managed well, and help to reduce costs and risk within the supply chain. This will also help to ensure all procurements contribute to the economic, social, and environmental benefits for our communities.

Background

- 1.1. The Council is accountable to the public for the way it spends public funds, ensuring value for money, efficient, effective, and economic delivery of services and maximising the benefits available from the budgets and activity which supports the Council's strategic objectives as set out in the corporate plan. These Rules comprise standing orders and set out the framework that must be followed for:
 - i. the procurement of Supplies, Services or Works
 - ii. the award of any Concession and/or
 - iii disposal of surplus goods or obsolete items of stock or items on an inventory.
- 1.2. The Rules are complemented with supporting guidance notes and templates which must be adhered to. These documents will be periodically reviewed and amended by the Council's Procurement Team in consultation with Legal Services and the Section 151 Officer where appropriate, to reflect changes in law, policy, corrections. etc.
- 1.3. In the case of Concessions, reference should be made to the Concession Contracts Regulations 2016 ('CCR') and advice sought from the Procurement Team and / or Legal Services

General Principles

- 1.5. These Rules constitute the Council's standing orders in respect of third party contracts for the purposes of section 135 of the Local Government Act 1972:
 - i. To ensure the Council complies with its legal obligations regarding:
 - (a) the procurement of Supplies, Services and Works
 - (b) any Concession; and
 - (c) Disposals
 - ii. To ensure the Council obtains Value for Money and Best Value
 - iii. To prevent corruption or the suspicion of it
 - iv. To ensure fairness and equality of treatment of all suppliers, avoidance of bias, favouritism and that fairness can be demonstrated through an audit trail, and
 - v. To promote Social Value, including the local economy and environmental sustainability, to the extent that it is legally permitted
 - vi. To align with the Council's Corporate Procurement Strategy.

- 1.6. All Contracts must be let in accordance with:
- i. all applicable laws from time to time
 - ii. these Rules and the Constitution (including the Financial Procedure Rules and scheme of delegation)
 - iii. the Council's standard terms and conditions from time to time. **See Guidance Note Using the Council standard terms and conditions of contract (PROC26)**

Where this is not possible, or departure is being considered, the Waiver process set out in these Rules should be followed in advance of any Procurement commencing with the requisite form being completed and signed off by Procurement (and legal and finance if required) for audit purposes. Depending on the nature of risk / complexity to be assessed by the Procurement Team, Legal Services shall be consulted ahead of any formal decision as to whether a Waiver is appropriate. **See Guidance Note Use of Waivers (PROC24).**

- 1.7. For Supplies or Services procurement related to Financial, Legal Services or ICT, these should not commence without prior approval from the Procurement Team, in conjunction with Legal Services, where appropriate.

- 1.8. The Council's procurement process shall:
- i. Comply with such of the Council's policies as are relevant, specifically the Corporate Procurement Strategy, Social Value Policy and associated supply chain standards and initiatives
 - ii. Seek to reduce disadvantage, advance equality and promote community cohesion as defined in the Equality Act 2010
 - iii. Make every effort to promote local businesses including Small and Medium-sized Enterprises ('SMEs').

- 1.9. No Contract shall be made unless:
- i There is a statutory power to do so
 - ii It can be demonstrated that it represents Value for Money
 - iii The necessary authorisation has been obtained in accordance with the
 - iv Constitution and appropriate decision-making process
 - v It positively contributes to the Council's strategic themes and priorities, and
 - vi It is in compliance with all applicable laws and Council policies in force from time to time.

- 1.10. In addition, where a procurement is to be undertaken it should:
- i. Ensure that the whole needs of the Council are considered and wherever possible taken into account
 - ii. Take into consideration opportunities to benefit from collaboration either inter department or inter authority or using existing compliant Contracts.

When the Rules do not apply

- 1.12. These Rules do not apply to:

- 1.13. Service contracts excluded under Regulation 10 of the Public Contracts Regulations Act (2015) ('PCR'), including but not limited to:
- i. Contracts regarding the purchase or lease of property, acquisition, disposal, transfer of land, or any interest in land which includes licenses (for which the Council's Land Transaction Procedure Rules shall apply)

- ii. Expenditure on legal matters (including all associated costs and fees) in connection with legal proceedings (including tribunals, inquiries, civil or criminal court proceedings and external legal advice in anticipation or contemplation of legal proceedings)
- iii. Treasury Transactions as outlined within the council's Treasury Management Strategy.

- 1.14. Contracts awarded under the PCR 12(1) (formerly referred to as the Teckal exemption).
- 1.15. Contracts awarded under PCR 12(7) (e.g. establishing or implementing a public contract with another public sector entity).
- 1.16. Contracts of employment which make an individual a permanent or interim employee of the Councils (for the avoidance of doubt this exemption does not apply to the appointment of consultants).
- 1.17. Non-contractual funding arrangements (including Grant agreements under which the Council gives a Grant to third parties in accordance with the applicable policy or procedures) provided that the terms of the funding arrangements do not contain mutual obligations which would constitute a Contract (rather than a Grant).
- 1.18. Specific licencing requirements (such as TV Licence or Public Entertainment Licence) or subscriptions to national organisations (such as the Local Government Association).
- 1.20. Contracts for the execution of either Works or provision of Supplies or Services which must be provided by a Statutory Undertaker other than the Council. This includes, but is not limited to, arrangements with a utilities provider, where the Council has no discretion regarding whether Works are required or who must deliver them
- 1.21. Disposal of supplies deemed surplus to Council needs;
- 1.22 In the event of a genuine emergency or a major disaster involving immediate risk to persons, property or serious disruption to Council services or significant financial loss, these Rules would not apply to the extent necessary to deal with the immediate risk.
- 1.23 Once the immediate risks of that genuine emergency or major disaster has been duly mitigated, any follow up actions which would typically be subject to these Rules should look to comply with the Rules as soon as practically possible following this.

Waivers

- 1.24. It should be the default position to obtain Best Value through competition, as described in these Rules, unless there are compelling reasons not to do so which are compliant with relevant laws. The **Guidance Note: Use of Waivers (PROC24)** must be applied in these instances.
- 1.25 The circumstances in which a Waiver may be requested are as follows:

- A. **No Genuine Competition** There is no genuine competition, for example Works, Supplies and Services:
- i Are sold only at a fixed price and no reasonably satisfactory alternative is available
 - ii are wholly controlled by trade organisation or government order and no reasonably satisfactory alternative is available
 - iii are of a proprietary type only available from a single supplier
 - iv are required for repairing or servicing existing specialist plant or equipment
 - v involve the provision of highly specialised professional legal or other services
 - vi constitute a reasonable short-term extension (less than 6 months) of a time-based contract or form part of a serial programme, the terms having been negotiated with the contractor on the basis of rates and prices contained in an initial contract awarded competitively following an invitation to Tender or Quote in accordance with these Rules
- (B) **Unforeseen Emergency** – A Waiver is necessary because of an unforeseen emergency involving immediate risk to persons, property or serious disruption to Council services
- (C) **Contract Extension** – The Contract is an extension of an existing Contract and a change of supplier would cause disproportionate technical difficulties, diseconomies of scale or significant disruption to Council services.

1.26. When considering a Waiver, it must be done in a manner that ensures the best interests of the Council are being secured.

1.27 Note that the approval of a Waiver does not preclude the need to formalise any necessary approvals and administration, for example, the creation of purchase orders and a formal Contract.

1.28 When requesting a Waiver, the Waiver Template must be used and the relevant Waiver(s) specified and evidenced (**See Guidance Note - Use of Waivers PROC24**)

Standards, Breaches and non-compliance

1.29. Compliance with these Rules is mandatory.

1.30. Those with responsibility for fulfilling their duties in line with the Rules are required to maintain ongoing knowledge and awareness to ensure compliance.

1.31. It will be the responsibility of Officers (including those with line management responsibilities) to address non-compliance swiftly and in the most appropriate way according to the circumstances.

1.32. Means of reporting concerns can also be raised anonymously in line with the Council's Anti-Fraud and Whistleblowing policies

1.33. Failure to comply with these Rules may constitute a disciplinary matter that may be pursued as appropriate, in accordance with the Council's Disciplinary Policy.

- 1.34. Councillors or Officers must not seek or receive any bribe, gift or inducement of any kind. Any Councillor or Officer who has either been offered a bribe, gift or inducement, or is aware or suspects that another Councillor or Officer has been, shall report it to the Monitoring Officer.
- 1.35. If a Councillor or Officer is, or could be, in a position where somebody with whom they have a family, personal or financial relationship might bid for a contract, they must not be involved in any way in the procurement exercise or seek to influence it.
- 1.36. Officers should follow the Employee Code of Conduct and relevant authorisations.
- 1.37. Councillors shall be aware of the requirements of the member Code of Conduct and must declare any direct or indirect interest in accordance with the law and such code.
- 1.38. Other than Cabinet Members who will be consulted where appropriate, councillors have no role in the Procurement process and must ensure that their actions do not compromise or impact on the due process that has been set out.

SECTION 2 KEY FINANCIAL & PROCUREMENT THRESHOLDS

General

- 2.1. Before considering a new procurement, the following approaches should be used:
 - i. Use of internal Council services; or
 - ii. Use of an existing corporate Contract
- 2.2. The above should take into account the wider principles of these Rules.

Observance of Thresholds

- 2.3. The value for a proposed Contract must be a genuine pre-estimate and must be based on the total aggregated value over the life of the Contract, including any provision for extension(s).
- 2.4. Where there is a requirement for similar Supplies, Services and / or Works, this spend should be aggregated to ensure compliance with the PCR, in particular Regulation 6. There shall be no disaggregation of requirements across the Council in order to avoid the Key Financial Thresholds.
- 2.5. The **Guidance Note: Financial Values (PROC33)** together with the Key Financial Thresholds should be followed when determining which threshold applies in particular circumstances.

Authorisation and approvals Stages

- 2.6. Approvals and authorisations shall be made at four key stages (Sign-Off Approvals):
 - i. Stage 1 – Determining the appropriate Route to Market – (Procurement Plan sign off)
 - ii. Stage 2 – Confirmation of Award Decision
 - iii. Stage 3 – Contract Variations / Extensions
 - iv. Stage 4 – Benefits Realisation (for Significant Contracts)

Table 1 Key Financial Thresholds & Procurement Procedures

ACTIVITY	UP TO £24,999	Over £25k to £75k	Over £75k to FTS Threshold	Over FTS Threshold (Services, Supplies, Concessions or Light Touch Regime) ¹
Tender process (as a minimum)	Obtaining at least one written Quotation using the appropriate email template	Quotation process obtaining at least 3 quotes using ITQ Template with specification and evaluation information	Formal Tender process seeking a minimum of three Tenders using ITT Template	Formal compliant Tender procedure
Formal advertising / publication of opportunity and award	Optional	eTendering System and Contracts Finder	eTendering System and Contracts Finder	eTendering System and Contracts Finder
Contract published on Contract Register	Yes, if total value exceeds £5,000 plus	Yes	Yes	Yes
Use of e-Tendering System?	Optional	Yes	Yes	Yes
Application of a Waiver (see Guidance Note: Use of Waivers PROC24)	Not required but necessary records to be kept for audit purposes	Yes – in line with Scheme of Delegation	Yes – in line with Scheme of Delegation	Yes – in line with Scheme of Delegation
Procurement Team engaged	Yes	Yes	Yes	Yes

¹ See Guidance Note Financial Values PROC33 for FTS Threshold information

Table 2 Authorisations, approvals and Contract signatory

Value Level	Acceptance of Quotation/Tender	Order/Contract Signatory
Up to £25,000	Service Manager	Service Manager
In excess of £25,000, but not more than £75,000	Head of Service	Head of Service
In excess of £75,000 but not more than FTS Threshold	Head of Service in consultation with relevant Cabinet Member	Head of Service
In excess of FTS Threshold	Cabinet approval	Executed by an Authorised Signatory of the Council

SECTION 3 KEY PROCESSES AND OTHER CONSIDERATIONS

Background

3.1. The following section provides a summary of key areas to consider when assessing procurement implications and / or undertaking a procurement process.

Due Diligence

3.2. Relevant subject matter experts (e.g. service area teams, Procurement Team, Legal Services, Finance Team, ICT, Property Team, Data Protection Officer, etc.) are to be consulted at appropriate times during the procurement process.

3.3. Prior to their involvement in a procurement activity, Officers (including those involved in the development specifications right through to being part of an evaluation team) are required to sign a declaration of conflict / interest form, (**see Conflicts of Interest Declaration and Confidentiality Undertaking form PROC08**) outlining any direct or indirect interest, canvassing and confidentiality matters. The completed form should be retained on the corporate Contract Register (**see Guidance Note Contract Register & Document Storage PROC31**) as part of the Contract records.

Timescales

3.4. Documenting specifications clearly and accurately is critical to achieving the right long-term outcomes for the Council so Officers should dedicate sufficient time for this activity.

- 3.5. Timescales for submission of tenders / quotations shall be reasonable, sufficient and proportionate to enable suppliers to submit a suitable response in order to facilitate genuine competition and compliance with the relevant PCR requirements.
- 3.6. Where the procurement is a re-tender it is essential to put in place necessary and appropriate time in advance to ensure continuity of service.

Preliminary Market Consultation

- 3.7. Where relevant and proportionate to do so, preliminary market consultation is permitted and encouraged with the intention of informing the procurement process and potential suppliers. Where such consultation takes place, care shall be taken that it is in line with the PCR and in particular Regulations 40 and 41.

Advertising Opportunities

- 3.8. Publishing of quotation / tender opportunities shall be in line with Key Financial Thresholds and all relevant procurement procedures. The primary means of advertising shall be via Contracts Finder, any associated Portal in connection with the Council's default eTendering System and for those subject to the PCR on FTS.
- 3.9. Advertising of Contracts subject to the PCR shall be in line with the requirements of the PCR and in particular Regulations 49 and 50 plus Regulation 106 in relation to Contracts Finder.

Procurement Clarifications

- 3.10. Where Quotations/Tenders are placed via the Council's eTendering System, clarifications on the procurement are only permitted via that eTendering System.
- 3.11. Discussions with Bidders after submission of a Tender and before the award of a Contract, with a view to obtaining adjustments in price, delivery or content (i.e. post-tender negotiations) is generally not permitted. If this is considered necessary then advice must be sought from the Procurement Team.
- 3.12. Planned and structured supplier contact in the form of a Bidder's day or dialogue / negotiation as part of a prescribed procedure are permitted. Advice should be sought from the Procurement Team before undertaking such a process.

Evaluation

- 3.13. Quotations and Tenders will be evaluated in accordance with the evaluation criteria disclosed in the published procurement documents.
- 3.14. In setting criteria and in the evaluation of Quotations and Tenders, reference should be made to **Guidance Note: Production of Specification and Evaluation (PROC03)**.

Opening of Quotations / Tenders

- 3.15. In line with Key Financial Thresholds and relevant procurement procedures, Quotations and Tenders are submitted via eTendering System (**See Guidance Note**

eTendering System (PROC37) and will be transmitted by electronic means.

Quotations and Tenders submitted by electronic means shall ensure that:

- i. evidence that the transmission was successfully completed is obtained and recorded through the system, and
- ii. Quotations and Tenders are not opened until the deadline has passed for receipt of tenders.

3.16. Quotations and Tenders received after the specified date and time must be assessed in line with any guidance note or policy applicable at the time and in the absence of such direction in consultation with the Procurement Team.

3.17. Where information is felt to be missing or omitted in a Quotation and Tender then reference should be made to any guidance note or policy applicable at the time and in the absence of such direction in consultation with the Procurement Team.

3.18. Where the eTendering System is not used in relation to a quotation process, an audit trail shall be put in place in order to uphold the principles as set out in these Rules. A record shall be made of the Quotations received including names, addresses and the date and time of opening using Guidance Note: Quotation Opening Record (PROC07).

Contract Award

3.19. Where a Contract is awarded with a value above the relevant threshold within the Key Financial Thresholds the following information shall be published on Contracts Finder: name of contractor; date on which Contract entered into; value of Contract; whether contractor is a SME or VCSE.

3.20. For all Contracts subject to the PCR, Contract Award Notices shall take into account any requirements and conditions around Standstill Period, in line with Regulation 87 and an individual contract report is to be completed in line with regulation 84 of the PCR.

Application of the Light Touch Regime

3.21. Under the PCR the Councils can apply flexibility to the approach and procedures for certain Services. A list of services to which the Light Touch Regime applies can be found in Schedule 3 of the PCR.

3.22. The Light Touch Regime only applies to Contracts over the PCR stated threshold (see Guidance Note Financial Values PROC33)

3.23. Although the use of the flexibility permitted by the Light Touch Regime is encouraged the procurement procedures and the award of Contracts must be at least sufficient to ensure compliance with the principles of transparency and equal treatment and demonstrate Value for Money.

3.24. Application of the Light Touch Regime does not negate requirements to comply with these Rules and follow the Council's formal decision-making process.

Contracts and documentation

- 3.25. All Contracts shall be executed by an Officer with authority to do so in accordance with these Rules.
- 3.26. The use of electronic signatures and sealing is permitted provided any process established and approved by Legal Services from time to time is followed.
- 3.27. Subject to 3.28, a Contract must be executed as a deed when one or more of the following situations exist (See Guidance Note: Financial Values (PROC33)):
- i The Contract relates to a construction project (whether a Contract for Works or a Contract for Services) where the overall value of the Works or Services is greater than the relevant sum set out in the Key Financial Thresholds.
 - ii Contracts for Works below the relevant sum set out in the Key Financial Thresholds where there is a risk of latent defects
 - iii Where it is particularly complex or high risk as identified in the Procurement Plan
 - iv Where it is a mortgage or charge
 - v Where it is for the acquisition or disposal of an interest in land
 - vi Where it is an appointment of a trustee, and/or
 - vii Where it is a power of attorney.
 - viii Where the Services relate to an interest in land or property
 - ix Where it is a Grant agreement
- 3.28. Notwithstanding the above, there is no requirement for a Contract to be executed as a deed where the Head of Legal and Democratic has determined that a deed is not required.
- 3.29. The formal advice of Legal Services must be sought for a Contract that includes one or more of the following features:
Where the Contract Value is greater than the FTS Threshold for Services and Supplies and greater than the relevant sum set out in the Key Financial Thresholds for Works See Guidance note Financial Values PROC33
- Where it involves financial lease arrangement
 - Where it is proposed to use a contractor's own terms
 - Where it is particularly complex or high risk
 - Where a contractor or the circumstances demand a substantive amendment to the Councils' precedent contract documents
- 3.30. Where payment in advance is required then formal written approval of the S.151 Officer is also required. In the event of industry standards leading to a common accepted practice of advance payments (e.g. software licences) this would only need to be sought once.
- 3.31. All Contract formalities must be concluded before the Supply, Service or Works begin, bar in exceptional circumstances, and then only with the written approval of Legal Services. All related Guarantees and/or Bonds should be delivered in accordance with the Contract/Tender.
- 3.32. The Officer responsible for securing signature of the Contract must ensure that the person signing for the other contracting party has authority to bind it. Cases where this is uncertain must be referred to Legal Services.

Contract Extensions and Variations

- 3.33. Extensions or variations to existing contracts must be made in line with the **Guidance Note: Financial Values (PROC33)**.
- 3.34. If the particular circumstances of an extension or variation are not covered by these Rules, guidance should be sought from the Procurement Team, with confirmation sought from a Legal Services (where required) that the variation or extension does not conflict with applicable procurement law.

Contract Management

- 3.35. Contract management must be an integral part of the consideration when seeking to award a new Contract. This will include establishing dedicated contract managers and contract management systems that are aligned to contract and corporate objectives, Value for Money and performance improvement. **See Guidance Note Contract Implementation and Contract Management (PROC14)**
- 3.36. Payments shall be made in accordance with the contract and in a timely manner so as to avoid the payment of any interest charges.
- 3.37. During the life of a Contract, the contract manager must monitor the Contract in line with any approved Contract management framework
- 3.38. If a contractor fails to comply with any of the provisions of a Contract, the contract manager must try to secure compliance. Proper records must be kept regarding Contract failings and any corrective measures put forward. If this is not successful, the matter should be referred promptly to the Procurement Team and advice sought as to what action should be taken to protect the Council's interests.
- 3.39. Where practicable, all Contracts should contain a dispute resolution procedure. If a contractor raises a dispute which is not clearly within the terms of a Contract, the contract manager must not negotiate a settlement until the claim has been referred to:
- i A Legal Officer for advice about the Council's legal liability, and,
 - ii The Section 151 Officer for advice about the financial implications.

OTHER MATTERS AND CONSIDERATIONS

Frameworks and Dynamic Purchasing Systems (DPS)

- 3.40. These Rules allow for the use of frameworks placed by other public authorities, central government and other third parties.
- 3.41. The use of a Framework Agreement or DPS set up by a third-party must be approved by the Procurement Team, who will seek advice from Legal Services where necessary. This is to ensure the framework is both the most appropriate route and that it is open for the Council to use.
- 3.43. All call-offs must be in accordance with the terms of relevant framework agreement.

Subsidy Control Commitments

3.45. Trade and Co-operation Agreement (“TCA”) must be considered in situations or circumstances where the proposed arrangement may provide an advantage through state resources on a selective basis to any organisation(s) that could potentially distort competition and / or trade.

Provision of Art

3.46. Where the Council is seeking to acquire or commission the creation of a unique work of art or an artistic performance then the **Guidance Note: Acquisition and Commissioning of Art (PROC35)** shall be followed.

Retention, Bonds and Guarantees

3.47. As part of the overall due diligence, consideration should be taken as to the necessity or otherwise around seeking a Retention, Bond or Guarantee based on strategic risk. See **Guidance Note: Retention, Bonds and Guarantees (PROC35)**.

SCHEDULE 1 – DEFINITIONS

DEFINED TERM	MEANING
Authorised Signatory of the Council	Means such individual(s) within the Council authorised to sign documents on its behalf as set out in the relevant section of the Constitution from time to time.
“Best Value”	Means arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.
“Bidder”	Means any person who asks or is invited to submit a quotation or tender.
“Bond”	Means a financial instrument evidencing a debt of the issuer, under which the issuer promises to pay the bondholder the face value of the bond plus (usually) amounts of interest at future dates
“Cabinet Members”	Means Councillors appointed to the cabinet which carries out all of the Council’s functions which are not the responsibility of any other part of the Council, whether by law or under this Constitution
“CCR”	Means The Concession Contracts Regulations 2016
“Code of Conduct”	Means any code of conduct applicable to Councillors of the Council from time to time.
“Concession”	Means any contract under which the Council grants rights, land or property to another organisation
“Constitution”	Means the Council’s Constitution of which these Rules form part
“Contract” or “Contracts”	Means contracts that have been or are to be set up with the express intention of supporting the delivery of Works, Service or Supplies or Concessions.
“Contract Award Notices”	Means a formal written communication sent from the Council to a Bidder accepting a Quotation or Tender
“Contract Manager”	Means the officer appointed by the relevant officer (pursuant to Rule 3.39) with responsibility for managing a particular Contract.
“Contract Value”	<p>Means the whole life value or estimated whole life value (in money or equivalent value) for any purchase (including any extensions available) calculated as follows:</p> <p>(a) Where the Contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the fixed period</p> <p>(b) Where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions over the life expectancy of the Contract</p> <p>(c) Where the Contract is for an uncertain duration, by multiplying the monthly payment by 48.</p> <p>Specific guidance is available in the Procedural Note: Financial Values.</p>

“Contract Register”	Means the register kept by the Council detailing all Contracts with a value of £5,000 or more.
“Contracts Finder”	Means the service provided by the UK Government by which contractors can search for information and contract opportunities within the public sector
“Corporate Procurement Strategy”	Means a high-level document which sets out the approach to show how procurement will support the council’s corporate plans and priorities and strategic themes
“Councillor”	Means a duly elected Member representing the Council in line with the Council’s Constitution.
“Council”	Means South Oxfordshire District Council OR Vale of White Horse District Council
“Data Protection Officer”	Means the Officer appointed by the Councils as being responsible for their data protection affairs from time to time.
“Disciplinary Policy”	Means any policy relating to the conduct and disciplinary procedures applicable to employees of the Council from time to time
“Disposals”	Means disposal by the councils of surplus goods or obsolete items of stock or items on an inventory
“DPS”	Means Dynamic Purchasing System
“Employee Code of Conduct”	Means the policy which sets out the expected conduct from the Council’s Officers, Contractors, agency staff and those on casual contracts
“eTendering System”	Means the Electronic Tendering System
“Finance Team”	Means the team within the Council responsible for conduct of their financial affairs
“Framework Agreement”	Means an agreement between one or more public bodies with one or more contractors, the purpose of which is to establish the terms governing contracts to be awarded during a given period.
“FTS”	Means the Find a Tender Service (or such alternative service from time to time) as is provided by the UK Government
“FTS Threshold”	Means the sum above which the UK Government recommends that the FTS be used in the UK’s public and utilities sectors. The current FTS Threshold is set out in PROC33: Financial Values Guidance Note

“Grant”	For the purpose of this document Grant shall mean a payment to help the recipient (e.g. charity) to delivery an agreed outcome but has no contractual basis. In return, the grant funder (e.g. the Council) gets no direct service delivery. A grant is usually provided subject to conditions that state how the Grant shall be used (for example to support the wider objectives of the Council in promoting the social, economic or environmental well-being within their communities). Grant funding is usually preceded by a call for proposals. The Grant offer letter will normally set out general instructions as to how this is to be achieved, and any particular conditions in regard to clawback if those wider objectives are not met
“Guarantee”	Means an instrument that guarantees a debt will be repaid to a lender by another party if the borrower defaults
“Head of Service”	Means an Officer appointed by the Council to head one of its services as set out in the Council’s management structure.
“ICT”	Means the team within the Councils responsible for their Information Communication Technology affairs.
“ITQ Template”	Means the template used by the Council to invite a Quotation anticipated to be under £75,000
“ITT Template”	Means the template used by the Council to invite a Tender anticipated to be £75,000 or over
“Key Decision”	Means a key decision as defined in the Constitution.
“Key Financial Thresholds”	Means the financial thresholds for contract value as defined from time to time in Table 1 of Section 2 of these Rules
“Legal Officer”	Means the Director – Legal and Democratic Services or such other Legal Officer with the appropriate delegated authority.
“Legal Services”	Means the team within the Council that is responsible for the provision of legal services.
“LGA”	Means Local Government Association
“Light Touch Regime”	Means the Light-Touch Regime as defined in and applying to services set out in Schedule 3 of the Public Contracts Regulations 2015 (Annex A)
“Local Authorities”	Means Public Sector organisations as defined as Local Authorities in the UK
“Monitoring Officer”	Means the Officer duly appointed in accordance with Section 5 of the Local Government and Housing Act 1989
“Officer”	Means an Officer as employed by the Council with relevant and appropriate authority to act on behalf of the Council.
“PCR”	Means the Public Contracts Regulations Act (2015)

“Portal”	Means the Southeast Business Portal run by Proactis (or such alternative service from time to time) used to publish the Council’s Contract opportunities
“Procurement Guidance”	Means the guidance notes issued by the Procurement Team together with a number of standard documents and forms, which supports the implementation of these Rules.
“Procurement Officer”	Means the appropriate officer in the Procurement Team
“Procurement Plan”	Means the document used by the Council to obtain sign off and approvals to procure and award contracts
“Procurement Team”	Means the team of individuals responsible for procurement on behalf of the Council from time to time.
“Property Team”	Means the team within the Council responsible for managing their property portfolio affairs from time to time.
“Quotation”	Means a quotation of price and any other relevant matter (without the formal issue of an invitation to Tender).
“Retention”	Means a sum of money withheld by the Council from a contractor in respect of any defects or rectifications identified or needed during a specified period following practical completion of a Contract
“Rules”	Means the procurement rules set out in this document
“Section 151 Officer”	Means Officer duly appointed in accordance with Section 151 of the Local Government Act 1972.
“Service Manager”	Means an Officer appointed by the Council to manage a Council service as set out in the Council’s management Structure
“Sign Off Approval”	Means a series of quality assurance checkpoints through which a procurement project needs to pass prior to approval, publication and contract award.
“Significant Contract”	For the purposes of these Rules a Significant Contract shall mean a Contract that is defined in line with the Council’s contract management framework (currently under development).
“SMEs”	Means small and medium-sized enterprises
“Social Value”	Public authorities are required, under the Public Services (Social Value) Act 2012 to, when commissioning a public service, consider how the service they are procuring could bring added economic, environmental and social benefits.
“Standstill Period”	Means a period following the notification of an award decision in a contract tendered before the Contract is awarded to the successful Bidder(s) as set out in the Public Contract Regulations 2015 in line with Regulation 87.

“Statutory Undertaker”	Means bodies authorised by any enactment to carry on certain specified undertakings
“Supplies, Services or Works”	Means Supplies, Services or Works as defined in the Public Contracts Regulations 2015.
“TCA”	Means the EU-UK Trade and Cooperation Agreement
“Teckal”	The right to award contracts for Works, Services or Supplies from the controlling authority to the Council Owned company. See the Regulations regulation 12 for more details: http://www.legislation.gov.uk/ukxi/2015/102/regulation/12/made
“Tender”	Means a Bidder’s proposal submitted in response to an invitation to tender.
“Treasury Transactions”	Treasury Transactions as outlined within the council’s Treasury Management Strategies.
“UK”	Means the United Kingdom of Great Britain and Northern Ireland.
“Value for Money”	Means optimum combination of whole-life cost and quality (or fitness for purpose) to meet the customer’s requirement. This includes consideration of Social Value.
“VCSE”	Means a voluntary, community & social enterprise
“Waiver”	Means the circumstances set out in these Rules whereby the normal procurement process can be set aside.
“Waiver Process”	Means the process outlined by these Rules by which it is established that a Waiver shall apply
“Waiver Template”	Means the template document issued by the Council from time to time by which Officers may apply for a Waiver.

SCHEDULE 2 – SUMMARY OF GUIDANCE NOTES

GUIDANCE NOTES	LOCATION
Acquisition and Commissioning of Art (PROC35)	Not yet drafted
Anti-Fraud Policy	
Conflicts of Interest Declaration & Confidentiality Undertaking (PROC08)	
Contract Register and Document Storage (PROC31)	
eTendering System (PROC37)	Still to be drafted
Financial Values (including Key Financial Thresholds (PROC33))	
Quotation Opening Record (PROC07)	
Retention, Bonds and Guarantees (PROC36)	
Use of Waivers (PROC24)	
Using the council standard terms and conditions of contract (PROC26)	Still to be updated by AC

SUMMARY OF POLICIES

COUNCIL POLICIES	LOCATION
Corporate Procurement Strategy	
Councillor Code of Conduct	
Disciplinary Policy	
Employee Conduct Policy	
Financial Procedure Rules	
Land Transaction Procedure	
Scheme of Delegation	
Social Value Policy	
Treasury Management Strategy	
Whistle Blowing Policy	