

ANNEX 6 – CONTRACT PROCEDURE RULES

Contract Procedure Rules Amendments

Old Rules	New Rules	Amendment
Rule 1	Rule 1	“Introduction” amended to “Basic Principles” consisting of sub- headings “Introduction” and “what contracts must comply with” and “Scope”
R 1.1-1.4	R 1.1-1.4	Amendment to include an “Introduction” which sets out: a) the context for the Rules by reference to local authority legislation and the Constitution; b) the aim of the Rules; c) the consequences of not complying with the Rules. Old 1.3-1.4 deleted. Not needed.
R1.5 – 1.7	R1.5-1.7	Amendments necessitated by UK exit from the EU
R10	R1.9	Changed <i>Procurement Toolkit</i> to <i>Procurement Handbook</i>
R11		Deleted. Table of Contents shows that non-compliance is under Rule 20.
R1.12-1.14	R1.10	New sub section iv) Added fact that grant agreements are outside scope of the Rules
Rule 2		Where to get advice
R2.1 -2.3	R 2.1-2.3	Deleted old job titles as job titles in the Procurement Team have changed. General reference to “Relevant Procurement Team” used instead. 2.3: amended to show where to get advice on finance related issues under the Rules.
Rule 3	Rule 3	Pre-tender Authorisations and Requirements
		Title amended as section also now includes market engagement.
R3.1		Section amended to include general pre procurement steps applying to all contracts. 3.1(i) and 3.1(ii) now merged. Tables 1 and 2 moved to Appendix 2 at the end of the CPRs
R3.2iii-iv	3.2iii	Sections made clearer and merged into one.

R3.2	R 3.2(iv)	Reflecting changes to Procurement Transparency Rules following Brexit
R3.4	R 3.3	Specific pre procurement steps that may be required depending on the nature of the Contract. Now includes pre-procurement approaches to Information Management Team and Insurance Team. 3.3.6 Section sets out where a risk assessment may be required for insurance purposes. Changes also made to reflect new job titles in the Council
	New 3.5	Introduced new Rule dealing with pre-tender market engagement
	New 3.6	New rule dealing with responsibility of officers to assist with informing and updating the Council's Contract Management System. Also now includes the Council's recommended retention period for different types of contracts
Rule 4	Rule 4	Establishing the Value of the Contract/Expenditure per Contract
R 4.1-4.2	R4.1-4.2	Amended to show that contract values for PCR purposes now include VAT. Below PCR contracts are still valued exclusive of VAT.
Rule 5	Rule 5	Best Value – Competitive Quotes and Tenders. Title now changed to “Procurement Thresholds”
	New 5.1	Old Table 3 showing level of competition required depending on contract values now moved to Appendix 2
	5.2/5.3	Added references to the Procurement Handbook
	R 5.4	New Table 1 inserted showing current Procurement Thresholds inclusive and exclusive of VAT. Reflecting change in legislation.
Rule 7	Rule 7	Invitations to Tender (now covers Request for Quotations)
Rule 7.1		Covers both ITT and RFQ procedures

Rule 7.2 – 7.3	Rule 7.2 – 7.3	1) Applies to ITTs only. 2) Changed “tenderer” to “Bidder”. 3) Deleted references to Procurement Toolkit (which is to be discontinued) 4) Section generally simplified.
Rule 9	Rule 9	Terms and Conditions of Contracts
Old 9.5–9.6		Deleted. Considered, but no longer required.
9.8	9.6	Amended to show that Rule 9.6 only applies to Frameworks above the PCR threshold.
Rule 10		Receipt of Tenders etc Section Simplified. Old 10.3 and 10.4 – not needed in the CPRs.
R11-12 now merged	Rule 11	11. Evaluation of Tenders 12. No Material Changes to Contract Post-Tender Two sections now merged. New heading is “ Evaluation of Tenders and Quotations ”
Rule 11.3 – 11.4	11.3	Dealing with differentials, section now amended and simplified to reflect what really happens in practice when the tenders received are above pre-tender estimates
	11.3.2 – 11.3.4	Amended to align with PCR procedure for abnormally low tenders
Rule 13	Rule 12	Authorisation for Award of Contracts Tables 4 and 5 moved to Appendix 2
Rule 14	13	Procedure for Award of Contracts
	13.1-13.5	Deleted reference to “EU”; made language more concise, deleted reference to Procurement Toolkit.
14.4		Deleted reference to the Gateway Review Panel (GRP)
14.5		Removed special reference to Call Off Contracts as signature/sealing requirements are the same as any other contract.
		Old Table 6 relocated to Appendix 2

14.6 -14.9		Old provision deleted because all Call Off contracts need to be signed no matter the terms. 14.9: Deleted because there is no GRP
14.10	13.5	“£5000 – £25000” amended to “contracts over £5000.” Amended name of register, deleted reference to EU reporting procedures. Replaced with current reporting systems and registers.
Rule 15	14	Commencement of Contracts
		Deleted reference to GRP as Panel no longer exists.
15.2		Deleted as procedure is not used
Rule 16	15	Contract and Risk Management
Rule 16.1	15.1	Changed to a simple statement making direct reference to the Procurement Handbook.
Rule 17	16	Variations of Contract (now includes extensions)
17.1		Deleted reference to GRP
17.2– 17.4	16.1- 16.2	Replaced provisions dealing with “materiality” of the variation to specifics, setting out the principles on which extensions or variations will be granted.
Rule 18	17	Contracts to which Rules on Tendering (Rules 5 – 8 and 10 - 12) do not apply– Service Specific exceptions
		Updated Transport Guidance document
18.3	17.3	Title amended to reflect changes to Directorate names in the Council. Public Health, ASC and CEF specific exceptions expanded according to current practice. Now includes nomination agreements and SPOT contracts
Rule 19	18	Contracts to which Rules on Tendering (Rules 5 – 8 and 10 -12) do not apply – General exceptions
19.1		Deleted special reference to Call Off contracts. They are governed by the CPRs like any other contracts. Deleted ref to GRP
19.2-19.3	18.1-8.3	Changed “Director” to “Corporate Director” under 18.1 to reflect level of approval required in these circumstances Section also amended in order to:

		-separate the Exceptions relating to Works from those relating to Goods/Service contracts; and - align with the Public Contract Regs in terms of the language and the list of Exceptions available under the Public Contract Regs (PCR)
19.4		Deleted as it's not clear what it was referring to. Provision never used.
Rule 20	19	Exemptions from these Rules
	19.1	Headline statement added to show that this section is still subject to the PCR.
		Threshold of £75k changed to £100k "Head of Service/Business Manager" changed to "Director"
Rule 21	20	Non-compliance with these Rules
21.1	20.1	Changed Finance Business Partner to S 151 Officer. Also added requirement to alert Legal Services and Procurement and to escalate if required to Corporate Director.
Rule 22	Rule 21	Schemes of Delegation
22.1(ii)	21.1(ii)	Amended to show that authorisations limits are contained in the Financial Scheme of Delegation
22.4		Deleted as this is already covered in the Financial Regulations
Appendix 1		Definitions Definitions not used in the Rules deleted. New definitions added. Directorate names and titles amended
New App 2	Table 1	All the procurement tables and authorisation tables now located in Appendix 2. Table 1: Officer level Pre procurement and post procurement award authorisations are now fully aligned. All Pre-procurement, post procurement award and execution requirements for goods/supplies and Works all consolidated into one Table (Table 1)
New App 2	Table 2	Table 2: 75k threshold amended to 100k. Clear statement showing that Procurement will give limited support to Service Teams for tenders between 25k and 50k. Officers will manage the process using available templates. This is unless the contract is high risk or sensitive. On completion of tenders, Officers will report the outcome to Procurement so that Procurement can comply with statutory transparency requirements.

Annex		Annex of policies deleted.
Table of Contents		Amended accordingly.

30h June 2022

OXFORDSHIRE COUNTY COUNCIL

CONTRACT PROCEDURE RULES

Contract Procedure Rules for the Supply of Goods, Services and Works

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Contract Procedure Rules for the Supply of Goods, Services and Works

CHAPTER ONE: BASIC PRINCIPLES

1. Compliance with these Rules, Council Policies, Relevant Legislation and Legal Requirements

Introduction

- 1.1 These Rules shall be regarded as standing orders of the Council for the purposes of section 135 of the Local Government Act 1972 and aim to:
- Provide the foundation for achieving value for money in pursuit of the Council's strategic aims and objectives
 - Promote transparency, non-discrimination and equal treatment in all of the Council's procurement activities
- 1.2 These Rules govern all Contracts let by the Council otherwise than specified in these Rules¹. Further, these Rules apply to arrangements which the Council wishes to enter into in consequence of it having received grant funding from an outside body to procure a service, goods or works, or to receive an income in return for giving another body the right (a concession) to run a service.
- 1.3 These Rules must be read in conjunction with other parts of the Council's Constitution (for example, if a decision about a contract is also a "key decision" then the requirements set out in the Constitution in relation to key decisions will also have to be met).
- 1.4 Failure by an Officer to comply with these Rules could lead to disciplinary action being taken against them and in some cases may be referred to any relevant authorities. Any non-compliance with these Rules should be dealt with in accordance with Rule 20.

What contracts must comply with

- 1.5 All Contracts must comply with all of the following:
- (i) English law (including the Council's statutory duties and powers including the Council's fiduciary duty to safeguard public funds);
 - (ii) these Rules, as supplemented by complementary rules in the Council's Constitution including its Financial Procedure Rules;

¹ See in particular Rules 1.11 and 1.12

- (iii) any relevant Council policies/regulations; and
 - (iv) any legal requirement stipulated by the Director of Law & Governance.
- 1.6 The procurement and award of Contracts must comply with the principles of non-discrimination, transparency, equal treatment and proportionality.
- 1.7 Where the estimated value of a Contract dictates that the tender procedure is to be carried out under the Procurement Regulations (a “**PR Tender**”), additional rules applying to such tender procedures must be complied with. The Relevant Procurement Team should be consulted for advice.
- 1.8 In addition to Officers, these Rules must be complied with by all other persons who are authorised to carry out procurement and contracting on behalf of the Council (“**Agents**”). It must be a term of all Contracts between the Council and its Agents that the Agents comply with these Rules.
- 1.9 These Rules must be read in conjunction with the *Procurement Strategy* and the *Procurement Handbook* which provide guidance on compliance with these Rules.

Scope

- 1.10 These Rules do not apply to:
 - (i) contracts which are not for the provision of goods, services or works (e.g. contracts of employment or contracts relating to land). Note, they do apply to consultancy contracts which are contracts for services.
 - (ii) contracts entered into by schools with delegated budgets (which should instead be awarded in accordance with the Scheme for Financing Schools).
 - (iii) low value purchases below the procurement threshold may be made from petty cash or procurement cards provided that they are in accordance with any operational instructions and financial limits issued by the s151 Officer.
 - (iv) grant funding agreements save that all grant funding agreements with a value of £500,000 or more must be sealed. The Financial Procedure Rules and Financial Regulations govern external arrangements including grants and therefore it is important to ascertain at the outset whether a proposed arrangement is a grant or a contract for services and which rules apply.

- 1.11 Certain Rules on tendering do not apply in certain situations or to certain specific contracts. Authorised Officers should refer to Rules 17 and 18 for details.
- 1.12 In exceptional circumstances, exemptions to these Rules may be granted. Authorised Officers should refer to Rule 19 for details.

2. Where to get advice

- 2.1 Officers requiring advice on procurement practice and the Procurement Regulations should contact the Relevant Procurement Team.
- 2.2 Officers requiring Contracts, terms and conditions or legal advice should contact Legal Services.
- 2.3 Officers requiring support or advice relating to finance issues relating to these rules should contact the relevant Finance Business Partnering Team.

CHAPTER TWO: STEPS PRIOR TO PROCUREMENT

3. Pre-Tender Authorisations, Requirements and Market Engagement

- 3.1 Authorised Officers must ensure, before entering into any process which will or may result in the incurring of any expenditure for the supply of goods, services or works be it capital or revenue, that:
 - (i) where it is a key decision, the requirements of Part 2, Article 14, Section 3(b) of the Constitution have been complied with²;
 - (ii) the provisions of the Financial Procedure Rules and Financial Regulations have been complied with (including ensuring that there is adequate budgetary provision);
 - (iii) and written authorisation has been obtained in accordance with Appendix 2, Table 1 of these Contract Procedure Rules (unless authorisation has been obtained under the Financial Procedure Rules)³;
 - (iv) they have considered whether any consultation requirements apply, including whether the Public Services (Social Value) Act

² A decision taker may only take a key decision in accordance with the requirements of the Cabinet Procedure Rules and Access to Information Rules in the Constitution. This section sets out further details of what a Key Decision is and what is required.

³ See Rule 4 for details of establishing the value of a contract and see Rule 21 for details of Schemes of Delegation.

2012 applies to any services, and have complied with any such requirements.

- 3.2 The Relevant Procurement Team and Legal Services (with the exception of (iv) below) must be notified before officers enter into any procurement process which will or may result in the incurring of any expenditure for the supply of goods, services or works, where:
- (i) the estimated value of the proposed contract is £25,000 or more; or
 - (ii) the proposed Contract is for the benefit of two or more directorates or parties; or
 - (iii) the Contract is considered complex, sensitive or high-risk for any other reason (e.g. an outsourcing involving a TUPE transfer of Council staff), or will involve the use of a third party Framework Agreement; or
 - (iv) the proposed Contract is to be advertised and the estimated value of the Contract (exclusive of VAT) is £20,000 or more (please notify the Relevant Procurement Team (only), in compliance with statutory transparency requirements).
- 3.3 Prior to the commencement of any procurement exercise:
- 3.3.1 The Service Manager Pensions and the Director of Human Resources and Organisational Development must be notified where the procurement:
 - (a) will or may result in any transfers of staff under the Transfer of Undertakings (Protection of Employment) Regulations (“**TUPE**”) where any of the staff are or were previously Council employees; or
 - (b) will or may result in any transfers of staff under TUPE who are members of the Local Government Pension Scheme.
 - 3.3.2 The Director of Property Services as Corporate Landlord must be notified where the procurement will or may result (a) in a contract that confers exclusive possession of the Council’s premises or (b) in the acquisition by the Council of a property interest.
 - 3.3.3 The Head of IT must be notified where any procurement involves the purchase of IT products or services that are not listed in the ICT Service Catalogue in order to address any potential data security implications for the Council.
 - 3.3.4 The Information Governance Manager must be notified where any procurement or contract involves the transfer of personal

or sensitive data to ensure compliance with data protection legislation.

3.3.5 As part of the options appraisal and business case (if appropriate) for the relevant procurement the Authorised Officer must undertake an appropriate risk assessment before entering into any process which will or may result in the incurring of any expenditure for the supply of goods, services or works to determine whether there are, or may be, financial, reputational, legal or other risks posed by the proposed contract.

3.3.6 The Authorised Officer must complete a risk assessment and consult with the Insurance Team where there is uncertainty about the levels of insurance required having first had regard to the Council's standard insurance requirements for contracts.

<https://intranet.oxfordshire.gov.uk/cms/content/contract-requirements>. Any variance away from the standard insurance levels needs to be approved by the s151 Officer based on a risk assessment submitted by the Authorised Officer to the Insurance Team for appraisal. This process must also be followed at any other stage during the procurement process where a departure from the standard insurance requirements are proposed.

3.4 Where there is a corporate contract (i.e. a contract for the benefit of the Council as a whole) for the supply of goods, services or works, no other contract may be used for the supply of those goods, services or works unless this has been authorised in advance in writing by the Relevant Procurement Team.

Market Engagement

3.5 The Officer responsible for any procurement may consult potential suppliers in general terms about the nature, level and standard of the contract packaging and other relevant matters, provided this does not prejudice any potential bidder. The Officer must not adopt any technical advice in the preparation of an Invitation to Tender or Request for Quotations from anyone where this may prejudice the equal treatment of bidders or distort competition. When considering undertaking any pre-tender market engagement, the Relevant Procurement Team must be consulted.

3.6 Authorised Officers must keep and maintain records in respect of each contract in order to demonstrate compliance with these Rules and the Procurement Regulations where they apply. Authorised officers must work with the Relevant Procurement Team ~~Procurement Hub~~ to ensure that the contract management system is updated to hold the relevant contract information and updates throughout the life of contract. A

Contract must be retained for 6 years after the end of the Contract where it has been signed and for 12 years after the end of the contract where it has been sealed.

4. Establishing the Value of the Contract/Expenditure per Contract

- 4.1 The value of a contract (that is, the expenditure per contract) means the actual or estimated amount payable by the Council to the supplier for the goods, services or works (over the entire possible length of the contract (including, if the contract confers an option to extend, with the exercise of that option, e.g. a three-year contract with an option to extend for two years under which £20,000 is payable per annum has a value of £100,000). The estimated value of a contract below the Procurement Regulation Threshold is to be calculated exclusive of VAT (where applicable). The estimated value of a contract above the Procurement Regulation Threshold is to be calculated inclusive of VAT (where VAT is applicable). Table 1 in Rule 5.43 (iii) below shows the Procurement Regulation Thresholds expressed both as inclusive and exclusive of VAT in order to assist calculation.
- 4.2 The value of a Framework Agreement means the estimated amount payable by the users of the framework for the goods, services or works) under Call-off Contracts entered into over the entire possible duration of the framework. The estimated value of a Framework Agreement below the Procurement Regulation Threshold is to be calculated exclusive of VAT (as applicable). The estimated value of a Framework Agreement above the Procurement Regulation Threshold is to be calculated inclusive of VAT (as applicable). Table 1 in Rule 5.43 (iii) below shows the thresholds expressed both as inclusive and exclusive of VAT in order to assist calculation.
- 4.3 Contracts must not be split into smaller contracts in order to avoid any of these Rules.
- 4.4 For contracts of an indefinite length the value must be established on the basis that the contract will last for a period of 48 months. See also Rule 9.2.
- 4.5 Where the award of a contract to a particular supplier creates circumstances where any reasonably foreseeable future additional work could only be awarded to the same supplier (e.g. because of the supplier's ownership or exclusive rights in relation to a product or service) the value of the contract for the purpose of this Rule 4 should include the likely value of such additional work.

CHAPTER THREE: THE PROCUREMENT PROCESS

5. Procurement Thresholds

- 5.1 Please refer to Appendix 2, Table 2 for the procurement thresholds and the process to be followed.
- 5.2 Where Requests for Quotation or Invitations to Tender are not required to be sought, Authorised Officers must take practicable steps to secure value for money in accordance with the Procurement Handbook.
- 5.3 Where Requests for Quotation or Invitations To Tender are required, Authorised Officers must take practicable steps to secure value for money through a combination of cost, quality and competition. Competitive quotations or tenders must be sought in consultation with the Relevant Procurement Team following the requirements set out in the Procurement Handbook.
- 5.4 Where the total value of:
- (i) a Contract;
 - (ii) all contracts to meet a single requirement for goods or services; or
 - (iii) all successive contracts of the same type,⁴

is equal to or exceeds the Procurement Regulation Threshold set out below, the Authorised Officer shall contact their Relevant Procurement Team to establish whether the relevant Procurement Regulations Threshold has been met or exceeded⁵.

Table 1

	Threshold (from 1 January 2022) until 31 December 2023) (incl.VAT)
Goods & Services	£213,477 (£177,895.50 excl VAT @ 20%)
Works & Concessions	£5,336,937 (£4,447,447.50 excl VAT @ 20%)
Social and other specific services under Schedule 3 of the Public Contracts Regulations 2015	£663,540 (552,950 excl of VAT@20%)

⁴ Authorised Officers should consult the Relevant Procurement Team for advice on calculating this amount.

⁵ These are the threshold values which apply until 31 December 2023. After 31 December 2023, the Relevant Procurement Team must be consulted to establish the updated values.

- 5.5 Call-off Contracts must be entered into in accordance with the terms of the relevant Framework Agreement and a mini-competition (the tender process required by the Framework Agreement) must be held where relevant. Where a Framework Agreement has been set up following an PR Tender, there must be full compliance with Procurement Regulations when awarding Call-off Contracts under it.

6. Pre-Qualification Requirements/Minimum Standards for Suppliers

- 6.1 Authorised Officers are responsible for ensuring that all Suppliers awarded Contracts for the supply of goods, services or works to the Council have met the Council's minimum standards of suitability, capability, legal status and financial standing as advised by the Relevant Procurement Team.
- 6.2 Where the Contract is not subject to a PR Tender, Authorised Officers must not carry out a separate pre-qualification stage unless approved by the Relevant Procurement Team.

7. Invitations to Tender/Requests for Quotations

- 7.1 An Invitation to Tender/Request For Quotation must be sent out for all procurement processes listed in Appendix 2, Table 2.
- 7.2 All Invitations to Tender must:
- (i) clearly specify the goods, services or works that are required (subject to appropriate adjustment applicable to the procedure being used);
 - (ii) list the criteria on which the tender(s) will be evaluated (see Rule 8) showing the weighting of the various evaluation criteria unless otherwise advised by the Relevant Procurement Team and Legal Services;
 - (iii) include a requirement for tenderers to declare that the tender content, price and all other figures or particulars concerning the tender have not been disclosed by the Bidder to any other party;
 - (iv) include a requirement for Bidder to complete fully and sign all tender documents including certificates confirming that no canvassing or collusion has taken place; and
 - (v) include the Council's written conditions of contract and state that the contract will be subject to these.

- 7.3 The list of requirements in Rule 7.2 is not exhaustive and any and all additional requirements of the Relevant Procurement Team must also be met.

8. Evaluation Criteria

- 8.1 In determining the relevant evaluation criteria on which quotations and tenders are to be assessed, Authorised Officers, in consultation with their Relevant Procurement Team where appropriate, must consider all factors relevant to their requirement, including environmental and social considerations, so far as this is lawful.
- 8.2 The evaluation process must clearly demonstrate that the Council is seeking to identify the quotation or tender which offers the best value for money ie the Most Economically Advantageous Tender (MEAT) (see Rule 5).

9. Terms and Conditions of Contracts

- 9.1 Terms and conditions for all contracts for goods, services and works with a value of £25,000 or more must be in accordance with terms and conditions prepared or approved by the Director of Law & Governance unless otherwise agreed by the Director of Law & Governance.
- 9.2 Any contract of less than £25,000 which is of indefinite duration must be in accordance with any terms and conditions prepared or approved by the Director of Law & Governance so as to ensure that the termination provisions are satisfactory. Other contracts under £25,000 should also be on terms and conditions prepared or approved by legal services where there are specific legal issues arising such as ownership of intellectual property rights or the processing of personal data.
- 9.3 All written contracts (whatever their value) shall require that:
- (i) any payment due from the Council is made no later than 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
 - (ii) any invoices submitted by the contractor are considered and verified by the Council in a timely fashion and undue delay in doing so is not to be regarded as sufficient justification for failing to treat an invoice as valid and undisputed;
 - (iii) any subcontract imposes obligations similar to those which (i) and (ii) require and an obligation that the subcontractor is required to impose such obligations in any further subcontract.
- 9.4 All contracts with a value of £25,000 or more must include a clause empowering the Council to terminate the contract for bribery or corruption and to recover from the supplier the amount of any loss

resulting from such termination in a form approved by the Director of Law & Governance.

- 9.5 All contracts with a value of £500,000 or more and any other contract requiring the additional limitation period of 12 years rather than 6 years for court proceedings in the event of default must be drafted as a deed. This is particularly relevant to construction contracts in the case of latent defects.
- 9.6 Framework Agreements subject to the Procurement Regulations must not be entered into for more than four years (including options to extend) unless otherwise advised by the Director of Law & Governance and the Relevant Procurement Team.

10. Receipt of Tenders (including under Framework Agreements) and Opening of Tenders

- 10.1 All tenders/quotations must be submitted online via the Tendering Portal. No paper copies are acceptable.

11. Evaluation of Tenders or Quotations

- 11.1 Authorised Officers must ensure that all tenders are evaluated by procurement including those in mini-competitions under Framework Agreements, in accordance with the evaluation criteria specified in the Invitation to Tender or in the Requests for Quotations.
- 11.2 The arithmetic in compliant tenders, including those in mini-competitions under Framework Agreements, must be checked. If arithmetical or clerical errors are found they should be notified to the tenderer, which should be requested to confirm the correct figures/wording or withdraw its tender.
- 11.3 Authorised Officers must compare submitted tender prices with any project appraisal or pre-tender estimates.
 - 11.3.1 Where tender prices are above the estimated value of a contract, Authorised Officers must ensure that sufficient budget is available prior to proceeding to award.
 - 11.3.2 Where the submitted tender price of any Bidder in response to a PR Tender is an Abnormally Low Tender, the requirements set out in Regulation 69(1) of the Procurement Regulations must be followed. Where the submitted tender price of any Bidder in response to a non-PR Tender is an Abnormally Low Tender, advice must be sought from the Relevant Procurement Team.

PART FOUR: CONTRACT AWARD

12. Authorisation for the Award of Contracts

- 12.1 Contracts may only be awarded by the Council if there has been full compliance with these Rules and the *Financial Procedure Rules*.
- 12.2 Tenders may be evaluated and recommended for acceptance in accordance with Appendix 2, Table 1.
- 12.3 No tender can be accepted or contract awarded unless this is on the basis of the evaluation criteria sent out with the Invitation To Tender or Requests for Quotation.
- 12.4 Where a key decision was required to authorise the entering into of the procurement process under Rule 3, the contract must not be awarded unless that decision has been complied with (for example, a new decision may be required prior to award or the risk factors may have changed).
- 12.5 Where a key decision was not required to authorise the entering into of the procurement process under Rule 3 but due to the price of the winning bid it has become a key decision, the requirements of Part 2, Article 14 Section 3(b) of the Constitution must be complied with before the contract is awarded.

13. Procedure for Award of Contracts

- 13.1 Following contract award, successful and unsuccessful tenderers (and, for PR Tenders, those persons who expressed an interest in the contract unless they have already been rejected and have been informed of that rejection and the reasons for it) must be notified of the award of the contract for which they bid. This notification letter will be issued by the Relevant Procurement Team.
- 13.2 Where there has been a PR Tender, the Relevant Procurement Team will adhere to the relevant Standstill Period. Where there is a court challenge prior to completion of the contract then the contract must not be completed without the authorisation of the Director of Law & Governance, S151 Officer, the Relevant Procurement Team and the relevant Corporate Director.
- 13.3 All contracts must be in writing and should be held on the council's contract management system
- 13.4 Except where otherwise stated in Appendix 2, contracts must be signed or sealed in accordance with Appendix 2, Table 1 (for the avoidance of

doubt no elected or co-opted Member of the Council may sign any contract for or on behalf of the Council).

13.5 In relation to Contracts with a total value in excess of £5,000 which have not been supported by the Procurement Team, Authorised Officers must inform the Relevant Procurement Team of all contracts (including Call-off Contracts) awarded promptly (and preferably within 5 working days of the date of the award) so that the:

- (i) details of the contract can be added to the Council's Contracts Management System; and
- (ii) Relevant Procurement Team can publish details of the contract award in accordance with any legal requirements and comply with any reporting requirements.

14. Commencement of Contracts

No supply of goods, services or works must commence until all contract documentation is duly completed (see Rule 13) except:

14.1 in cases of emergency falling under Rule 18.2, in which case the contract documentation must be completed at the earliest opportunity;

14.2 where otherwise approved by the Director of Law & Governance.

CHAPTER FIVE: POST-AWARD

15. Contract and Risk Management

Contracts will be managed according to the principles laid out in the Procurement Handbook, with due note given to the differing roles and responsibilities according to the classification of the contract.

16. Variations of Contracts (including extensions)

16.1 Any variation to a concluded Contract for Works, Supplies or Services (including an extension to the length of any such Contract or a replacement of the original supplier) ('the Variation') is only permissible if the Variation IN PRINCIPLE:

- demonstrably represents Value For Money or is otherwise in the Council's best interest to progress;
- can be funded from an approved budget;
- entails no diminution in any Social Value identified at the commencement of the Contract;
- does not conflict with the provisions of the Procurement Regulations where they apply; AND

1. it represents no more than 10% of the value of the original Contract (inclusive of VAT where applicable) for Services or Supplies, or 15% of the value of the Works contract (ie it is non-material); OR
2. it is established with advice from the Relevant Procurement Team and Legal Services that a competitive process does not need to be followed.

16.2 Any variation outside these requirements would require the conduct of a new tender process for a new contract unless an Exception under Rule 18 or an Exemption under Rule 19 would apply

CHAPTER SIX: GENERAL

17. Contracts to which Rules on Tendering (Rules 5 – 8 and 10 - 11) do not apply – Service Specific exceptions

Competitive quotes or tenders are not required for the following:

17.1 **Director of Law & Governance:** contracts for the engagement of Counsel.

17.2 **Transport:** subsidised bus contracts not caught by Rule 5.4 and identified as meeting the de minimis requirements in the Service Subsidy Agreements (Tendering) (England) (Amendment) Regulations 2004 which must instead follow guidance issued by the Department for Transport, currently the “Guidance on New De Minimis Rules for Bus Subsidy Contracts” and the Tendering Road Passenger Transport Best Practice Guidance (October 2013).

17.3 **Adult Services, Children’s Services and Public Health:**

17.3.1 Nominations Agreements⁶ where the estimated Void Charges over a 48-month period are below the PR threshold for services under Schedule 3 of the Public Contracts Regulations 2015;

17.3.2 Spot contracts⁷ provided they are below the Procurement Regulations Threshold and it is not possible to rely upon pre-existing procured tendering outlets such as frameworks and dynamic purchasing systems.

⁶ A “Nominations Agreement” is an agreement between the Council and a housing provider whereby the housing provider may not permit occupation of its property by anyone other than a Council-nominated tenant with assessed care needs. In return for this restriction on occupation, the Council pays void charges (“Void Charges”) for periods where the property is not occupied.

⁷ SPOT contracts are below Procurement Regulations Threshold contracts for services (that are classified as Schedule 3 services under the Procurement Regulations) to an individual service user (or sibling group in the case of fostering services) where there is an urgent need, and the specific circumstances mean that it is not possible to conduct a procurement process under these Rules.

17.4 The exceptions in Rules 17.1 to 17.3 (inclusive) do not apply where the proposed course of action conflicts with the Procurement Regulations.

17.5 The rest of these Rules must still be complied with.

18. Contracts to which Rules on Tendering (Rules 5 – 8 and 10 -11) do not apply – General exceptions

Without prejudice to the Procurement Regulations, competitive quotes or tenders are not required for the following:

18.1 Extreme urgency

18.1.1 Where, in cases of extreme urgency brought about by events unforeseeable by the Council (e.g. flood), a competitive procurement cannot be undertaken (for PR Tenders, within the time limits specified for open, restricted or competitive procedure with negotiation) a Corporate Director may verbally authorise and record in writing an exceptions from these Rules for goods, services or works

18.1.2 In these cases, only goods, services or works necessary or appropriate to safeguard the Council's position or protect life and property can be procured before formal approval is obtained.

18.1.3 Corporate Directors must at the earliest opportunity inform the s151 Officer and the Director of Law & Governance of the action taken in dealing with the emergency. Corporate Directors must also submit a report to the Cabinet or the relevant Portfolio Holder that details the circumstances of and justifications for granting ~~Exception~~exemptions made in accordance with this Rule.

18.2 No competitive market

18.2.1 Works, supplies or services can only be supplied by one particular provider for any of the following reasons: (a) the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance (b) competition is absent for technical reasons (c) the protection of exclusive rights, including intellectual property rights, (d) the works or services are of such a specialist nature that they can only be carried out by one person (for e.g. statutory undertakers);but in the cases of paragraphs (b) and (c), only where it can be demonstrated that no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement; or

- 18.2.2 The Authorised Officer can demonstrate that no genuine competition can be obtained in respect of the purchase of particular goods, services or works having received no tenders/quotes, no suitable tenders/quotes, no requests to participate in response to a competitive procurement procedure (for PR Tenders this is limited to open and restricted procedures only) provided that the initial conditions of contract are not substantially altered

18.3 Additional Grounds

For supply contracts

- 18.3.1 Supplies proposed to be purchased are manufactured purely for the purpose of research, experimentation, study or development provided that such contracts shall not include quantity production to establish commercial viability or to recover research and development costs; or
- 18.3.2 Additional supplies are proposed to be purchased from the original supplier which are intended either as partial replacement of supplies or installations or as the extension of existing supplied or installations where a change of supplier would oblige the Council to acquire supplies having different technical characteristics which would result in incompatibility or disproportionate technical difficulties in operation and maintenance provide that the duration of the contract, as well as that of recurrent contract, shall not, save in exceptional circumstances, exceed 3 years),or
- 18.3.3 Supplies are quoted and purchased on a commodity market, or
- 18.3.4 For the purchase of supplies or services on particularly advantageous terms, from either a supplier which is definitely winding up its business activities, or the liquidator in an insolvency procedure, an arrangement with creditors, or similar procedure under UK laws or regulations; or
- 18.3.5 For a service contract where the contract concerned is to be awarded to the winner or winners of a design contest (organised in accordance with the Public Contract Regulations where they apply); or

For Works or Services

- 18.3.6 For new works or services consisting of the repetition of similar works or services entrusted to the provider which the Council awarded an original contract, provided that such works or services are in conformity with the project for which the original

contract was awarded following a competitive procurement (for contracts awarded pursuant to a PR Tender, the procedure must have been in accordance with regulation 26(1) and (2)). The original project must have indicated the extent of possible additional works or services and the cost of these must have been taken into account when determining the estimated value of the contract. For contracts awarded following a PR Tender, the requirements set out in regulation 32 (10)-(12) must be satisfied in full.

PROVIDED THAT in all these cases under Rules 18.2 and 18.3 (except for works which are primarily the responsibility of a utility or statutory undertaker⁸)

- (1) the Authorised Officer must prepare a report setting out:
 - (a) the reasons why the relevant circumstances apply;
 - (b) why it is in the best interests of the Council for the contract not to be tendered or re-tendered (as applicable);
 - (c) the process which is intended to be followed instead;
- (2) the Authorised Officer receives written agreement to pursue the course of action set out in the statement from:
 - (a) the appropriate Director;
 - (b) the s151 Officer;
 - (c) the Relevant Procurement Team; and
 - (d) the Director of Law & Governanceand
- (3) the Authorised Officer, in conjunction with Legal Services, ensures that contract terms are appropriate taking into account all relevant factors (such as benefit and risk to the Council).

18.4 The exceptions in Rules 18.1 to 18.3 (inclusive) do not apply where the proposed course of action conflicts with the Procurement Regulations.

18.5 The rest of these Rules must still be complied with.

⁸ As defined in s329 Highways Act 1980

19. Exemptions from these Rules

- 19.1 The Council does not have the power to waive the applicability of the Procurement Regulations.
- 19.2 Exemptions from these Rules will only be granted in exceptional circumstances. A lack of foresight and planning resulting in insufficient time to carry out a lawful tendering process will not constitute adequate justification.
- 19.3 At the conclusion of every Exemption Process whether granted or not the Director/Authorised Officer shall notify the Monitoring Officer of the final outcome of the process, along with a copy of the complete set of relevant papers.

Register of Exemptions

- 19.4 The Monitoring Officer will maintain a register of all exemption requests under this Rule 19 and will provide a copy of this register to the s151 Officer at least every six months, and otherwise as and when requested to do so by the s151 Officer.

Contracts with a value of less than £100,000

- 19.5 An Authorised Officer may seek an exemption from any of these Rules for a contract with a total value of less than £100,000 from:
- (i) the relevant Director;
 - (ii) the Director of Law & Governance; and
 - (iii) the Relevant Procurement Team.
- 19.6 In order to request an exemption the Authorised Officer must prepare a report setting out:
- (i) the reasons why the exemption is being requested and which Rule(s) an exemption is being requested from; and
 - (ii) the process which is intended to be followed instead.
- 19.7 An exemption will only be granted where the Director, the Director of Law & Governance and the Relevant Procurement Team are satisfied that the exemption is justified on its own special circumstances and have given their consent in writing.

Contracts with a value of £100,000 or more⁹

- 19.8 A Director may seek an exemption from any of these Rules from:

⁹ See Contract Procedure Rules - Exemption Procedure (with pro forma report) for further details.

- (i) the Cabinet or a Portfolio Holder acting under delegated powers;
or
- (ii) the Chief Executive acting under delegated powers.

19.9 In order to request an exemption the Director must prepare a report setting out:

- (i) the reasons why the exemption is being requested and which Rule(s) an exemption is being requested from;
- (ii) the process which is intended to be followed instead;
- (iii) a legal appraisal from the Director of Law & Governance;
- (iv) a financial appraisal from the s151 Officer; and
- (v) confirmation that the Relevant Procurement Team has approved the contents of the report

19.10 An exemption will only be granted where the Cabinet, the Portfolio Holder or the Chief Executive is satisfied that the exemption is justified on its own special circumstances and has given his/her consent in writing.

20. Non-compliance with these Rules

20.1 Any officer who becomes aware of any non-compliance with these Rules must notify the Relevant Procurement Team~~Procurement Hub~~, Legal Services and the s151 Officer as soon as this is identified. Breaches may be escalated to the relevant Corporate Director for further investigation in accordance with the Council's Contract Procedure Rules – Breach Policy.

20.2 If the non-compliance cannot be remedied by the taking of any appropriate step or measure, the matter must be notified to the s151 Officer and the Director of Law & Governance by the relevant Corporate Director. Where a particular course of action is specified by both the s151 Officer and the Director of Law & Governance this must be complied with.

20.3 If a non-compliance has given rise to or is likely to give rise to illegality or maladministration, the s151 Officer and Monitoring Officer must be notified.

20.4 If these Rules are not complied with, this will not invalidate any contract entered into by or on behalf of the Council, except where English law provides to the contrary.

21. Schemes of Delegation

21.1 Directors must ensure that they have Schemes of Delegation identifying:

- (i) Authorised Officers; and

- (ii) the extent of Authorised Officers' delegated authority (including expenditure limits which reflect authorisation limits set out in the Financial Scheme of Delegation)
- 21.2 Authorised Officers may not, under any circumstances, act outside the delegated powers of their Director.
- 21.3 Directors must ensure that all Authorised Officers receive the necessary training to be and remain conversant with these Rules.

Appendix 1

Definitions

For the purposes of these Rules:

Abnormally Low Tender means a tender which gives rise to doubts that the price offered is economically sustainable and will properly deliver the contract.

Authorised Officers means those officers of the Council identified as such by Directors in their Schemes of Delegation and approved by the s151 Officer to undertake procurement and contracting on behalf of the Council (including authorisation of expenditure, preparing and/or negotiating contract documentation, awarding and signing contracts and/or managing contracts) and any Agents as defined in Rule 1.8 with such authority.

Bidder means a potential Supplier who responds to an Invitation to Tender or Request for Quotations or any person who is invited to submit a tender or quote.

Contract means an agreement which:

- (i) may be oral, written, partly oral and partly written or implied from conduct between the Council and another person;
- (ii) gives rise to obligations which are enforceable or recognised by law (i.e. legally binding); and
- (iii) commits the Council to paying or doing something;

and, where the context requires, a reference to a contract means a contract to which these Rules apply¹⁰ and a **“Call-off Contract”** means an order made/call-off contract entered into under a Framework Agreement.

Director - Except for specific references to “Corporate Director”, for the purposes of these rules the title “Director” includes Corporate Directors and Directors, and, where a Director has delegated their function to a Deputy Director or Head of Service under the Scheme of Delegation, it shall include the Deputy Director/Head of Service to whom it has been delegated.

Framework Agreement means a contract with a supplier or suppliers which establishes the terms and conditions (in particular as to price) under which Call-off Contracts can be made during the length of the Framework Agreement. This includes government pre-negotiated contracts.

¹⁰ Note that service level agreements or SLAs are not generally legally binding and must not be used with third parties (i.e. outside the Council).

Invitation to Tender means the document headed as such and used by the Council to invite providers to bid for the provision of Goods, Services or Works;

Monitoring Officer means the officer appointed under Section 5 of the Local Government and Housing Act 1989. The Monitoring Officer is statutorily responsible for reporting to the council on any proposal, decision or omission by the council, any committee, sub-committee, joint committee or officer which has given rise to, or is likely to or would give rise to a breach of the law or potential maladministration.

PR Tender means a tender procedure which needs to be carried out under the Procurement Regulations.

Person means any individual, partnership, local authority or incorporated or unincorporated body;

Procurement Handbook means the procurement handbook available on the Council's Intranet.

Procurement Regulations means the Public Contracts Regulations 2015 and/or the Concession Contracts Regulations 2016 as amended and any successor regulations which specify in detail the procedures by which public authorities shall undertake their procurement (as applicable).

Procurement Regulations Threshold means the thresholds set out in Rule 5.4, Table 1 (as may be revised by the government every two years).

Relevant Procurement Team means whichever of the following category based teams advises the Authorised Officer:

- (i) the Environment & Place Team;
- (ii) the Health, Education & Social Care Team; or
- (iii) the Corporate & Commercial Team

Request for Quotations means the document headed as such and used by the Council to invite providers to bid for the provision of Goods, Services or Works;

s151 Officer means the Chief Finance Officer appointed under s151 Local Government Act 1972 and officers to whom the s151 Officer has delegated his or her functions in accordance with the relevant Scheme of Delegation;

Scheme of Delegation has the meaning given to it under Rule 21.

Supplier means any Person who provides or seeks to provide goods, services or works to the Council.

Appendix 2

Table 1 - Pre-Procurement Authorisation, Contract Award Authorisation and Execution Requirements¹¹

Goods and Services

Cumulative expenditure per contract	Pre- Procurement and Contract Award Authorisation	Execution
Up to but not exceeding £200,000	Authorised Officers in accordance with their delegated financial limits	Less than £25,000 – signed by one Authorised Officer in accordance with their delegated financial limit
		From £25,000 to £200,000 - Signed by Authorised Officers in accordance with their delegated financial limits, and one other officer designated by the Director under the directorate's Scheme of delegation.
Above £200,000 but not exceeding £500,000	Director	Signed by Director and S151 Officer
£500,000 and above	Director and s151 Officer	Sealed by the Director of Law & Governance on behalf of the Council on the instructions of the Director and S151 Officer

Works

Cumulative expenditure per contract	Authorisation	Execution
Up to but not exceeding £500,000	Authorised Officers in accordance with their delegated financial limits	Less than £25,000 – signed by one Authorised Officer in accordance with their delegated financial limit
		From £25,000 to £200,000 - Signed by Authorised Officers in accordance with their

¹¹ Framework Agreements and Call Off Contracts should be authorised in accordance with this Appendix 2. However, Framework Agreements over 500k in aggregate value do not need to be sealed but should be signed by a Director and S.151 Officer. Call Off Contracts over 500k should be sealed in accordance with this Appendix 2.

		delegated financial limits, and one other officer designated by the Director under the directorate's Scheme of delegation.
		From £200,000 to £500,000 - Signed by Director and S151 Officer
Above £500,000 but not exceeding £2,000,000	Director	Sealed by the Director of Law & Governance on behalf of the Council on the instructions of the Director and S151 Officer
£2,000,000 and above	Director and s151 Officer	Sealed by the Director of Law & Governance on behalf of the Council on the instructions of the Director and S151 Officer

Table 2 - Procurement thresholds and processes

Estimated cumulative expenditure per contract	Competition
Supplies, Services or Works £25,000 or above but less than £100,000 (Quotations) ***For Supplies, Services or Works between £25,000 and £50,000	Authorised Officers must ensure genuine competition by inviting sufficient numbers of Persons (good practice indicates a minimum of 3 selected impartially) to submit written quotations for the goods, services or works required by the Council. Some degree of advertising may be required in accordance with advice from the Relevant Procurement Team. ***Except in cases where the subject matter is high-risk or sensitive, the Procurement Team will give limited support during the procurement process. Authorised Officers will be expected to manage the procurement process using available templates, and to report the outcome of the procurement to the Procurement Team.
Supplies, Services or Works £100,000 or above but less than the Procurement Regulations Threshold (or Services where over the Procurement Regulations Threshold but are excluded contracts)	Authorised Officers must ensure genuine competition by seeking advertising for tenders on Find A Tender and/or elsewhere if appropriate in accordance with advice from the Relevant Procurement Team.

(Tenders)	
Equal to or exceeding the relevant Public Regulations Threshold	Tenders must be advertised on Find a Tender using an appropriate procedure under the Procurement Regulations (as advised by the Relevant Procurement Team).

OXFORDSHIRE COUNTY COUNCIL

CONTRACT PROCEDURE RULES

Contract Procedure Rules for the Supply of Goods, Services and Works

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Contract Procedure Rules for the Supply of Goods, Services and Works

CHAPTER ONE: INTRODUCTION BASIC PRINCIPLES

1. Compliance with these Rules, Council Policies, Relevant Legislation and Legal Requirements

What these Rules apply to

Introduction

1.1 These Rules apply to all contracts for the provision of goods, services and works to shall be regarded as standing orders of the Council for the purposes of section 135 of the Local Government Act 1972 and aim to:

- Provide the foundation for achieving value for money in pursuit of the Council's strategic aims and objectives
- Promote transparency, non-discrimination and equal treatment in all of the Council's procurement activities

1.1.2 These Rules unless govern all Contracts let by the Council otherwise than specified in these Rules¹. Further, these Rules apply to arrangements which the Council wishes to enter into in consequence of it having received grant funding from an outside body to procure a service, goods or works, or to receive an income in return for giving another body the right (a concession) to run a service.

1.2 A contract is an agreement which:

- (i) may be oral, written, partly oral and partly written or implied from conduct between the Council and another person;
- (ii) gives rise to obligations which are enforceable or recognised by law (i.e. legally binding); and
- (iii) commits the Council to paying or doing something.

1.3 These Rules must be read in conjunction with other parts of the Council's Constitution (for example, if a decision about a contract is also a "key decision" then the requirements set out in the Constitution in relation to key decisions will also have to be met).

1.4 Failure by an Officer to comply with these Rules could lead to disciplinary action being taken against them and in some cases may be referred to any relevant authorities. Any non-compliance with these Rules should be dealt with in accordance with Rule 20.

¹ See in particular Rules 1.42¹¹ and 1.43¹²

~~1.3 — These Rules apply to Framework Agreements. A Framework Agreement is a contract with a supplier or suppliers which establishes the terms and conditions (in particular as to price) under which orders/individual contracts can be made during the length of the Framework Agreement. This includes government pre-negotiated contracts. The individual orders made/contracts entered into under Framework Agreements are known as Call-Off Contracts and Rule 19.1 sets out the application of these Rules to Call-Off Contracts.~~

~~1.4 — An extension or variation to a contract may itself be a contract for the purposes of these Rules (see Rule 17).~~

What contracts must comply with

1.5 All ~~contracts~~Contracts must comply with all of the following:

~~(i) —~~ EU law;

~~(ii)~~(i) English law (including the Council's statutory duties and powers including the Council's fiduciary duty to safeguard public funds);

~~(iii)~~(ii) these Rules and as supplemented by complementary rules in the Council's Constitution including its Financial Procedure Rules;

~~(iv)~~(iii) any relevant Council policies/regulations; and

~~(v)~~(iv) any legal requirement stipulated by the Director of Law & Governance.

1.6 ~~All contracts~~The procurement and award of Contracts must comply with all of the following principles of EU law:

(i) ~~free movement of goods and services;~~

(ii) ~~non-discrimination;~~

(iii) ~~openness/~~transparency;

(iv) ~~equal treatment for all;~~ and

1.7 1.6 proportionality.

1.8 1.7 Where ~~the estimated value of a contract requires~~Contract dictates that the tender procedure is to be carried out under ~~European Union public procurement legislation~~ (an “~~EU~~the **Procurement Regulations** (a “**PR Tender**”)), additional rules applying to such tender procedures must be complied with. –The Relevant Procurement Team should be consulted for advice.

1.9 1.8 ~~These~~In addition to Officers, ~~these~~ Rules must be complied with by ~~all officers of the Council and all other persons who are authorised to carry out procurement and contracting on behalf of the Council (such as the Council's agents for property services)~~ (“**Agents**”). It must be a term of all ~~contracts~~Contracts between the Council and its Agents that the Agents comply with these Rules.

1.10 ~~The intention of the Rules must be adhered to.~~

1.11 1.9 ~~These~~ Rules must be read in conjunction with the *Procurement Strategy* and the *Procurement ~~Toolkit~~Handbook* which provide guidance on compliance with these Rules.

1.12 ~~Any non-compliance with these Rules should be dealt with in accordance with Rule 21.~~

When these Rules do not apply

Scope

1.13 1.10 ~~These~~ Rules do not apply to:

- (i) contracts which are not for the provision of goods, services or works (e.g. ~~grants~~ contracts of employment or contracts relating

to land). ~~Note, therefore, that these Rules do not apply to contracts of employment but~~ they do apply to consultancy contracts which are contracts for services.

- (ii) contracts entered into by schools with delegated budgets (which should instead be awarded in accordance with the Scheme for Financing Schools).
- (iii) low value purchases ~~which~~below the procurement threshold may be made from petty cash or procurement cards provided that they are in accordance with any operational instructions and financial limits issued by the s151 Officer.
- (iv) grant funding agreements save that all grant funding agreements with a value of £500,000 or more must be sealed. The Financial Procedure Rules and Financial Regulations govern external arrangements including grants and therefore it is important to ascertain at the outset whether a proposed arrangement is a grant or a contract for services and which rules apply.

~~1.14~~1.11 Certain Rules on tendering do not apply in certain situations or to certain specific contracts. Authorised Officers should refer to Rules ~~18~~17 and ~~19~~18 for details.

~~1.15~~1.12 In exceptional circumstances, exemptions to these Rules may be granted. Authorised Officers should refer to Rule ~~20~~19 for details.

2. Where to get advice

- 2.1 Officers requiring advice on procurement practice and ~~EU requirements~~the Procurement Regulations should contact ~~their~~the Relevant Procurement Team, ~~being:~~
 - ~~(i) — their Directorate Procurement Team;~~
 - ~~(ii) — the Joint Commissioning Team; or~~
 - ~~(iii) — the Corporate Procurement Team.~~
- 2.2 Officers requiring ~~contracts~~Contracts, terms and conditions or legal advice should contact Legal Services.
- 2.3 Officers ~~are also referred~~requiring support or advice relating to the Annex~~finance issues relating to these Rules which lists useful documents and policies.~~rules should contact the relevant Finance Business Partnering Team.

CHAPTER TWO: PRE-STEPS PRIOR TO PROCUREMENT

3. Pre-Tender Authorisations and Requirements and Market Engagement

- 3.1 Authorised Officers must ensure, before entering into any process which will or may result in the incurring of any expenditure for the supply of goods, services or works be it capital or revenue, that:

- (i) where it is a key decision, the requirements of Part 2, Article 12¹⁴, Section 3(b) of the Constitution have been complied with²;
- ~~(ii) adequate financial provision is included in the Council's approved revenue budget or capital programme (as appropriate) and that such expenditure continues to be available in accordance with the *Financial Procedure Rules*;~~

² A decision taker may only take a key decision in accordance with the requirements of the Cabinet Procedure Rules and Access to Information Rules in the Constitution. This section sets out further details of what a Key Decision is and what is required.

- (ii) ~~the provisions of the Financial Procedure Rules and Financial Regulations have been complied with; (including ensuring that there is adequate budgetary provision);~~
- (iii) ~~and written authorisation has been obtained in accordance with the following two tables Appendix 2, Table 1 of these Contract Procedure Rules (unless authorisation has been obtained under the Financial Procedure Rules)³:~~

~~Table 1 Goods and Services~~

Cumulative expenditure per contract	Authorisation
Up to but not exceeding £200,000	Authorised Officers in accordance with their delegated financial limits
Above £200,000 but not exceeding £500,000	Director and Authorised Officers in accordance with their delegated financial limits
£500,000 and above	Director and s151 Officer

~~Table 2 Works~~

Cumulative expenditure per contract	Authorisation
Up to but not exceeding £500,000	Authorised Officers in accordance with their delegated financial limits
Above £500,000 but not exceeding £2,000,000	Director
£2,000,000 and above	Director and s151 Officer

- (iv) ~~in relation to the supply of goods or services, a Gateway 2 (Business case) report has been approved by the Gateway Review Panel if total expenditure to exceed £100,000.~~
- (v)(iv) they have considered whether any consultation requirements apply, including whether the Public Services (Social Value) Act 2012 applies to any services, and have complied with any such requirements.

3.2 The Relevant Procurement Team and Legal Services ~~(with the exception of (iv) below)~~ must be notified before officers enter into any procurement

³ See Rule 4 for details of establishing the value of a contract and see Rule 2221 for details of Schemes of Delegation and note that "Director" and "S151 Officer" includes any officer to whom the Director and S151 Officer may have delegated their function pursuant to the relevant Scheme of Delegation (see Rules 23.2 and 23.7).

process which will or may result in the incurring of any expenditure for the supply of goods, services or works, where:

- (i) the estimated value of the proposed contract is £25,000 or more;
or

- (ii) the proposed ~~contract~~Contract is for the benefit of two or more directorates or parties; or
- ~~(iii) a Call-off~~the Contract will be entered into which is either complicated~~considered complex, sensitive or involves new terms~~high-risk for any other reason (e.g. an outsourcing involving a TUPE transfer of Council staff not contemplated in the framework)⁴. ~~In addition,~~, or will involve the use of a third party Framework Agreement; or
- ~~(iii)~~(iv) the proposed Contract is to be advertised and the estimated value of the Contract (exclusive of VAT) is £20,000 or more (please notify the Relevant Procurement Team must be consulted where any Call-off Contract will be entered into using a third party framework; or~~(only), in compliance with statutory transparency requirements).~~
- ~~(iv) the contract is considered complex, sensitive or high-risk for any other reason.~~

3.3 Prior to the commencement of any procurement exercise:

~~3.2.23.3.1~~The Pension Services~~Service Manager Pensions and the County Director of Human Resources Manager and Organisational Development must be notified before officers enter into any process which~~where the procurement:

- (a) will or may result in any transfers of staff under the Transfer of Undertakings (Protection of Employment) Regulations (“TUPE”) where any of the staff are or were previously Council employees; or
- (b) will or may result in any transfers of staff under TUPE who are members of the Council's Local Government Pension Scheme.

~~3.2.33.3.2~~The Deputy Director – Commercial Team E&E of Property Services as Corporate Landlord must be notified before officers enter into any process whichwhere the procurement will or may result (a) in a contract that confers exclusive possession of the Council's premises or (b) in the acquisition by the Council of a property interest.

~~3.2.43.3.3~~The ICT Information Services ManagerHead of IT must be notified before officers enter intowhere any process whichprocurement involves the purchase of IT products or services that are not listed in the ICT Service Catalogue in order to address any potential data security implications for the Council.

⁴ See Rule 19.1 for the application of these Rules to Call-Off contracts generally

~~3.3.4~~ The Authorised Officer willThe Information Governance Manager must be notified where any procurement or contract involves the transfer of personal or sensitive data to ensure compliance with data protection legislation.

~~3.2.53.3.5~~As part of the options appraisal and business case (if appropriate) for the relevant procurement the Authorised Officer must undertake an appropriate risk assessment before entering into any process which will or may result in the incurring of any expenditure for the supply of goods, services or works to determine whether there are, or may be, financial, reputational, legal or other risks posed by the proposed contract.

~~3.3.6~~ The Authorised Officer must complete a risk assessment and consult with the Insurance Team where there is uncertainty about the levels of insurance required having first had regard to the Council's standard insurance requirements for contracts.
<https://intranet.oxfordshire.gov.uk/cms/content/contract-requirements>. Any variance away from the standard insurance levels needs to be approved by the s151 Officer based on a risk assessment submitted by the Authorised Officer to the Insurance Team for appraisal. This process must also be followed at any other stage during the procurement process where a departure from the standard insurance requirements are proposed.

~~3.33.4~~ Where there is a corporate contract (i.e. a contract for the benefit of the Council as a whole) for the supply of goods, services or works, no other contract may be used for the supply of those goods, services or works unless this has been authorised in advance in writing by the Chief Finance Officer and/or the CorporateRelevant Procurement Team.

Market Engagement

3.5 The Officer responsible for any procurement may consult potential suppliers in general terms about the nature, level and standard of the contract packaging and other relevant matters, provided this does not prejudice any potential bidder. The Officer must not adopt any technical advice in the preparation of an Invitation to Tender or Request for Quotations from anyone where this may prejudice the equal treatment of bidders or distort competition. When considering undertaking any pre-tender market engagement, the Relevant Procurement Team must be consulted.

~~3.43.6~~ Authorised Officers must keep and maintain records in respect of each contract (from the time the procurement process begins until the point at which the contract ends) in order to demonstrate the achievement of value for money, openness, probity and compliance with these Rules including EU law, and the Procurement Regulations where they apply. Authorised officers must work with the Relevant Procurement Team to ensure that the contract management system is updated to hold the relevant contract information and updates throughout the life of contract. A Contract must be retained for 6 years after the end of the Contract where it has been signed and for 12 years after the end of the contract where it has been sealed.

4. Establishing the Value of the Contract/Expenditure per Contract

4.1 The value of a contract (that is, the expenditure per contract) means the actual or estimated amount payable by the Council to the supplier for the goods, services or works (~~excluding VAT~~) over the entire possible length of the contract (including, if the contract confers an option to extend, with the exercise of that option, e.g. a three-year contract with an option to extend for two years under which £20,000 is payable per annum has a value of £100,000). –The estimated value of a contract below the Procurement Regulation Threshold is to be calculated exclusive of VAT (where applicable). The estimated value of a contract above the Procurement Regulation Threshold is to be calculated inclusive of VAT (where VAT is applicable). Table 1 in Rule 5.4 below shows the Procurement Regulation Thresholds expressed both as inclusive and exclusive of VAT in order to assist calculation.

4.2 The value of a Framework Agreement means the estimated amount payable by the users of the framework for the goods, services or works (~~excluding VAT~~) under Call-off Contracts entered into over the entire possible duration of the framework. The estimated value of a Framework Agreement below the Procurement Regulation Threshold is to be calculated exclusive of VAT (as applicable). The estimated value of a Framework Agreement above the Procurement Regulation Threshold is to be calculated inclusive of VAT (as applicable). Table 1 in Rule 5.4 below shows the thresholds expressed both as inclusive and exclusive of VAT in order to assist calculation.

- 4.3 Contracts must not be split into smaller contracts in order to avoid any of these Rules.
- 4.4 For contracts of an indefinite length the value must be established on the basis that the contract will last for a period of 48 months. See also Rule 9.2.
- 4.5 Where the award of a contract to a particular supplier creates circumstances where any reasonably foreseeable future additional work could only be awarded to the same supplier (e.g. because of the supplier's ownership or exclusive rights in relation to a product or service) the value of the contract for the purpose of this Rule 4 should include the likely value of such additional work.

CHAPTER THREE: THE PROCUREMENT PROCESS

5. Procurement Thresholds

- 5.1 Please refer to Appendix 2, Table 2 for the procurement thresholds and the process to be followed.

~~5. — Where~~ **Best Value – Competitive Quotes and Tenders**

- ~~5.15.2~~ For contracts worth less than £25,000 Requests for Quotation or Invitations to Tender are not required to be sought, Authorised Officers must take practicable steps to secure value for money through a combination of cost and quality by clearly defining the business requirement and seeking offers at the lowest cost commensurate in accordance with meeting that business requirement. the Procurement Handbook.

~~5.25.3 For contracts worth £25,000 or more Where Requests for Quotation or Invitations To Tender are required, Authorised Officers must take practicablepractical steps to secure value for money through a combination of cost, quality and competition. Competitive quotations or tenders must be sought as shown in the following table, and in accordanceconsultation with advice from the Relevant Procurement Team: following the requirements set out in the Procurement Handbook.~~

Table 3 Goods, Services and Works

Estimated cumulative expenditure per contract	Competition
£25,000 or above but less than £75,000 (Quotations)	Authorised Officers must ensure genuine competition by inviting sufficient numbers of persons (good practice indicates a minimum of 3 selected impartially) to submit written quotations for the goods, services or works required by the Council. Some degree of advertising may be required and where the Contract is advertised, it must also be advertised on Contracts Finder in accordance with advice from the Relevant Procurement Team.
£75,000 or above but less than the relevant EU directive threshold. (Tenders)	Authorised Officers must ensure genuine competition by inviting sufficient numbers of persons (in normal circumstances EU rules require at least 5 and non-EU good practice indicates a minimum of 3 selected impartially) to submit tenders for the goods, services or works required by the Council. Contracts must be advertised on Contracts Finder and the South East Portal and/or elsewhere if appropriate in accordance with advice from the Relevant Procurement Team.
Equal to or exceeding the relevant EU directive threshold	There are six different award procedures for EU Tenders and different requirements for certain social and other specified services.

~~5.35.4 Where the total value of:~~

- ~~(i) a Contract;~~
- ~~(ii) all contracts to meet a single requirement for goods or services;~~
~~or~~

- (iii) all successive contracts of the same type,⁵

is equal to or exceeds the ~~values~~Procurement Regulation Threshold set out below, the Authorised Officer shall contact their Relevant Procurement Team to establish whether the relevant ~~EU directive threshold~~Procurement Regulations Threshold has been met or exceeded⁶.

- (i) ~~£164,176 for goods and services;~~

~~£4,104,394 for works.~~ Table 1

	<u>Threshold</u> <u>(from 1 January 2022) until 31</u> <u>December 2023) (incl.VAT)</u>
<u>Goods & Services</u>	<u>£213,477</u> <u>(£177,895.50 excl VAT @ 20%)</u>
<u>Works & Concessions</u>	<u>£5,336,937</u> <u>(£4,447,447.50 excl VAT @ 20%)</u>
<u>Social and other specific services under Schedule 3 of the Public Contracts Regulations 2015</u>	<u>£663,540</u> <u>(552,950 excl of VAT@20%)</u>

5.5 Call-off Contracts must be entered into in accordance with the terms of the relevant Framework Agreement and a mini-competition (the tender process required by the Framework Agreement) must be held where relevant. Where a Framework Agreement has been set up following an EUPR Tender, there must be full compliance with ~~EU rules~~Procurement Regulations when awarding Call-off Contracts under it.

6. Pre-Qualification Requirements/Minimum Standards for Suppliers

6.1 Authorised Officers are responsible for ensuring that all ~~persons~~Suppliers awarded Contracts for the supply of goods, services

⁵ Authorised Officers should consult the Relevant Procurement Team for advice on calculating this amount.

⁶ These are the ~~basic EU threshold values which apply from 1 January 2016 to~~until 31 December 2023, however, the full EU rules are not applicable in the same way to all contracts (for example, there is a higher threshold for certain social and other specified services) and therefore advice must be taken. ~~2023~~. After 31 December ~~2017~~2023, the Relevant Procurement Team must be consulted to establish the updated values.

or works to the Council have met the Council's minimum standards of suitability, capability, legal status and financial standing as advised by the Relevant Procurement Team.

- 6.2 Where the Contract is not subject to ~~an EUa PR~~ Tender, Authorised Officers must not carry out a separate pre-qualification stage unless approved by the Relevant Procurement Team.

7. **Invitations to Tender/Requests for Quotations**

- 7.1 ~~An invitation~~Invitation to ~~tender/request for quotation~~Tender/Request For Quotation must be sent out for all procurement processes listed in Appendix 2, Table 3. 2.

- 7.2 All ~~invitations~~Invitations to ~~tender~~Tender must:

- (i) clearly specify the goods, services or works that are required (subject to appropriate adjustment ~~where~~applicable to the ~~negotiated, competitive procedure with negotiation or competitive dialogue procedure is being used~~);

- (ii) list the criteria on which the tender(s) will be evaluated (see Rule 8) showing the weighting of the various evaluation criteria unless otherwise advised by the Relevant Procurement Team and Legal Services;
- (iii) include a requirement for tenderers to declare that the tender content, price and all other figures or particulars concerning the tender have not been disclosed by the ~~tenderer~~Bidder to any other party ~~(see guidance on pro formas for use as set out in the Procurement Toolkit);~~₁
- (iv) include a requirement for ~~tenderers~~Bidder to complete fully and sign all tender documents including certificates confirming that no canvassing or collusion has taken place; and
- (v) ~~state that the contract will be on~~include the Council's written conditions of contract ~~which are~~and state that the contract will be subject to be enclosed with the invitation to tender.these.

7.3 The list of requirements in Rule 7.2 is not exhaustive and any and all additional requirements of the Relevant Procurement Team must also be met. ~~Further guidance is available in the Procurement Toolkit.~~

8. Evaluation Criteria

- 8.1 In determining the relevant evaluation criteria on which quotations and tenders are to be assessed, Authorised Officers, in consultation with their Relevant Procurement Team where appropriate, must consider all factors relevant to their requirement, including environmental and social considerations, so far as this is lawful.
- 8.2 The evaluation process must clearly demonstrate that the Council is seeking to identify the quotation or tender which offers the best value for money ie the Most Economically Advantageous Tender (MEAT) (see Rule 5).

9. Terms and Conditions of Contracts

- 9.1 Terms and conditions for all contracts for goods, services and works with a value of £25,000 or more ~~(and preferably all other contracts, particularly consultancy contracts to ensure that all intellectual property rights are transferred to the Council and no employee or worker rights are acquired by the consultant)~~ must be in accordance with terms and conditions prepared or approved by the Director of Law & Governance unless otherwise agreed by the Director of Law & Governance.
- 9.2 Any contract of less than £25,000 which is of indefinite duration must be in accordance with any terms and conditions prepared or approved by the Director of Law & Governance so as to ensure that the termination provisions are satisfactory. Other contracts under £25,000 should also

be on terms and conditions prepared or approved by legal services where there are specific legal issues arising such as ownership of intellectual property rights or the processing of personal data.

9.3 All written contracts (whatever their value) shall require that:

- (i) any payment due from the Council is made no later than 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- (ii) any invoices submitted by the contractor are considered and verified by the Council in a timely fashion and undue delay in doing so is not to be regarded as sufficient justification for failing to treat an invoice as valid and undisputed;
- (iii) any subcontract imposes obligations similar to those which (i) and (ii) require and an obligation that the subcontractor is required to impose such obligations in any further subcontract.

9.4 All contracts with a value of £25,000 or more must include a clause empowering the Council to terminate the contract for bribery or corruption and to recover from the supplier the amount of any loss resulting from such termination in a form approved by the Director of Law & Governance.

~~9.5 The relevant Authorised Officer shall ensure that all contracts with a value of £75,000 or more are allocated to a named contract manager who is responsible for managing the contract during the whole life of the contract (including arrangements for replacement, where applicable, at the end of the contract life).~~

~~9.6 All contracts requiring an EU Tender must contain the termination provisions required by the Public Contracts Regulations 2015 in a form approved by the Director of Law & Governance.~~

~~9.79.5~~ Save as set out in Rules 14.5 – 14.7 and 15.2, all contracts with a value of £500,000 or more and any other contract requiring the additional limitation period of 12 years rather than 6 years for court proceedings in the event of default must be drafted as a deed. This is particularly relevant to construction contracts in the case of latent defects.

~~9.89.6~~ Framework Agreements subject to the Procurement Regulations must not be entered into for more than four years (including options to extend) unless otherwise advised by the Director of Law & Governance and the Relevant Procurement Team.

10. Receipt of Tenders (including under Framework Agreements) and Opening of Tenders

~~10.11.1~~ Authorised Officers All tenders/quotations must comply with be submitted online via the Council's Procedures for Receipt and Opening of Tenders Tendering Portal. No

~~10.210.1~~ ~~Where paper tenders~~copies ~~are obtained, the Authorised Officer~~
~~must comply with requirements specified by the Relevant Procurement~~
~~Team.~~acceptable.

~~10.3 All tenders received, including those in mini-competitions under Framework Agreements, must remain unopened and be kept secured until the specified closing date and time for receipt of tenders has passed.~~

~~Electronic tenders, including those in mini-competitions under Framework Agreements, must be delivered to a secure electronic system owned or operated on behalf of the Council.~~

11. Evaluation of Tenders or Quotations

~~11.1 Authorised Officers must ensure that appropriate directorate or other Council technical and financial officers evaluate all tenders, are evaluated by procurement including those in mini-competitions under Framework Agreements, in accordance with the evaluation criteria specified in the invitation to tender. Invitation to Tender or in the Requests for Quotations.~~

~~11.2 The arithmetic in compliant tenders, including those in mini-competitions under Framework Agreements, must be checked. If arithmetical or clerical errors are found they should be notified to the tenderer, which should be requested to confirm the correct figures/wording or withdraw its tender.~~

~~11.3 Authorised Officers must compare submitted tender prices with any project appraisal or pre-tender estimates. All differentials must be considered. For tender prices of £75,000 or more where the differential is more than:~~

~~(i) 20% above or below the project appraisal or pre-tender estimate, this must be reported to the Director; and~~

~~(ii) 50% above or below the project appraisal or pre-tender estimate, this must be reported to the Director and the s151 Officer.~~

~~11.4 In cases as set out in Rule 11.3 for goods and services, a tender must not be accepted unless this has been authorised by the Director or the Director and the s151 Officer (as applicable). For capital expenditure authorisation of acceptance of variations must be in accordance with the *Financial Procedure Rules*.~~

~~12. No Material Changes to Contract Post-Tender~~

~~No material changes must be made to the proposed arrangements and terms and conditions post tender. See Rule 17 for requirements when the contract has been entered into.~~

CHAPTER _____

11.3.1 Where tender prices are above the estimated value of a contract, Authorised Officers must ensure that sufficient budget is available prior to proceeding to award.

11.3.2 Where the submitted tender price of any Bidder in response to a PR Tender is an Abnormally Low Tender, the requirements set out in Regulation 69(1) of the Procurement Regulations must be followed. Where the submitted tender price of any Bidder in response to a non-PR Tender is an Abnormally Low Tender, advice must be sought from the Relevant Procurement Team.

PART FOUR: CONTRACT AWARD**13.12. Authorisation for the Award of Contracts**

~~13.1~~12.1 Contracts may only be awarded by the Council if there has been full compliance with these Rules and the *Financial Procedure Rules*.

~~13.2~~12.2 Tenders may be evaluated and recommended for acceptance as follows⁷: in accordance with Appendix 2, Table 1.

Table 4 Goods and Services

Cumulative value of contract	Acceptance by
Tender not exceeding £200,000	Authorised Officers in accordance with their delegated financial limits
Above £200,000 but not exceeding £500,000	Director
£500,000 and above	Director and s151 Officer

Table 5 Works

Cumulative value of tender	Acceptance by
Tender not exceeding £500,000	Authorised Officers in accordance with their delegated financial limits
Above £500,000 but not exceeding £2,000,000	Director
£2,000,000 and above	Director and s151 Officer

⁷ Note that "Director" and "S151 Officer" includes any officer to whom the Director and S151 Officer may have delegated their function pursuant to the relevant Scheme of Delegation (see Rules 23.2 and 23.7)

~~13.3~~12.3 No tender can be accepted or contract awarded unless this is on the basis of the evaluation criteria sent out with the ~~invitation to tender~~Invitation To Tender or Requests for Quotation.

~~13.4~~12.4 Where a key decision was required to authorise the entering into of the procurement process under Rule 3, the contract must not be awarded unless that decision has been complied with (for example, a new decision may be required prior to award or the risk factors may have changed).

~~13.5~~12.5 Where a key decision was not required to authorise the entering into of the procurement process under Rule 3 but due to the price of the winning bid it has become a key decision, the requirements of Part 2, Article ~~12,14~~ Section 3(b) of the Constitution must be complied with before the contract is awarded.

14.13. Procedure for Award of Contracts

~~14.113.1~~ 14.13.1 ~~Successful~~ Following contract award, ~~successful~~ and unsuccessful tenderers (and, for ~~EU~~PR Tenders, those persons who expressed an interest in the contract unless they have already been rejected and have been informed of that rejection and the reasons for it) must be notified of the award of the contract for which they have submitted a tender. ~~bid~~. This notification letter ~~must~~will be in a form ~~approved~~issued by the Relevant Procurement Team (see guidance in the *Procurement Toolkit*).

~~14.213.2~~ 14.13.2 ~~Where there has been an EU~~a PR Tender, and in such other circumstances as the Director of Law & Governance may advise, the award of the contract must be subject Relevant Procurement Team will adhere to the legally required standstill period to enable unsuccessful bidders to challenge the award prior to completion of the contract relevant Standstill Period. Where there is a court challenge prior to completion of the contract then the contract must not be completed without the authorisation of the Director of Law & Governance, S151 Officer, the Relevant Procurement Team and the relevant Corporate Director.

~~14.3~~ All contracts with a value of £25,000 or more must be in writing and all other contracts should be in writing.

~~14.413.3~~ 14.13.3 In relation to contracts for goods or services, if total expenditure is anticipated to be over £100,000, aheld on the council's contract should not be awarded unless a Pre-Award Evaluation Report (Gate 3 report) has been submitted to the Gateway Review Panel and subsequently approved to proceed to Gate 4 and implementation.~~management system~~

Contracts which are not Call-off Contracts

~~14.513.4~~ 14.13.4 ~~Save as set out in Rule 15.~~Except where otherwise stated in Appendix 2, contracts must be signed or sealed ~~as follows~~in accordance with Appendix 2, Table 1 (for the avoidance of doubt no elected or co-opted Member of the Council may sign any contract for or on behalf of the Council).

~~Table 6 Goods, Services and Works~~

Cumulative value of contract	Execution
Less than £25,000	Signed by one Authorised Officer in accordance with their delegated financial limit.
From £25,000 up to and including £200,000	Signed by Authorised Officers in accordance with their delegated financial limits, and one other officer designated by the Director under

	the directorate's Scheme of Delegation.
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Cumulative value of contract	Execution
Above £200,000, but less than £500,000.	Signed by the Director and s151 Officer.
£500,000 or more	Sealed by the Director of Law & Governance on behalf of the Council on the instructions of the Director and s151 Officer.

Call-off Contracts

~~14.6 Council Framework Agreement with no new terms: Where a Call-off Contract is entered into under a Framework Agreement which has been set up by the Council and no new terms are being introduced (e.g. under a mini-competition), the Call-off Contract does not have to be signed or sealed (unless required in accordance with the terms of the Framework Agreement) BUT the Call-off Contract must be authorised as set out in Rule 3 and under the directorate's Financial Scheme of Delegation and orders made in accordance with the applicable finance procurement procedures.~~

~~14.7 Council Framework Agreement with new terms: Where a Call-off Contract is entered into under a Framework Agreement which has been set up by the Council and new terms have been introduced (e.g. following a mini-competition), the Call-off Contract must be signed or sealed as set out in Rule 14.4 unless otherwise agreed by the Director of Law & Governance.~~

~~14.8 Third Party Framework Agreements: Where a Call-off Contract is entered into under a Framework Agreement which has been set up by a third party, the Call-off Contract must be signed or sealed as set out in Rule 14.5 unless otherwise agreed by the Director of Law & Governance.~~

~~14.9 For the avoidance of doubt, all Framework Agreements and subsequent Call-off Contracts are subject to prior review and approval via the Gateway Review Panel if anticipated total contract value (in the case of the Framework Agreement) or individual call-off value (in the case of the Call-off Contract) is over £100,000.~~

All contracts

~~14.10~~ 13.5 In relation to ~~contracts~~ Contracts with a total value ~~between~~ in excess of £5,000 and £25,000 which have not been supported by the Procurement Team, Authorised Officers must inform the Relevant Procurement Team of all contracts (including Call-off Contracts) awarded promptly (and preferably within 5 working days of the date of the award) so that the:

- (i) details of the contract can be added to the Council's ~~contracts register on the South East Business Portal;~~ Contracts Management System; and

- (ii) ~~Central Buying~~ Relevant Procurement Team can publish details of the contract award ~~on Contracts Finder~~; in accordance with any legal requirements and

~~(iii)(ii) Central Buying Team has the necessary information to comply with the law, for the annual statistical return to central government and to report to the government and the European Commission any reporting requirements.~~

~~For EU tenders, a legally compliant award notice must be published.~~

15.14. Commencement of Contracts

No supply of goods, services or works must commence until all contract documentation is duly completed (see Rule 14) and, in the case of contracts for goods or services with a total planned expenditure over £100,000, agreement to proceed through the relevant Gate implementation has been given by the Gateway Review Panel, 13) except:

~~15.14.1~~ 14.1 in cases of emergency falling under Rule ~~19~~18.2, in which case the contract documentation must be completed at the earliest opportunity;

~~15.2~~ where there has been a tender for works (but not goods or services) and the contract price only holds good for a limited period or there is some other circumstance beyond the Council's control delaying completion of formal contract documentation. In that case a contract may be formed by letter (which records all the provisions of the contract and is signed in accordance with the relevant Scheme of Delegation) and formal contract documentation must be completed at the earliest opportunity and signed or sealed as appropriate depending on its value. This procedure must not be used if there are any outstanding or unresolved contract provisions unless this is agreed by the Director of Law & Governance; or

~~15.3~~14.2 where otherwise approved by the Director of Law & Governance.

CHAPTER FIVE: POST-AWARD

16.15. Contract and Risk Management

~~16.1~~ The Contract Manager must maintain a risk register during the contract period highlighting the risk and mitigation strategy for the contract and, for identified risks, must ensure contingency or risk mitigation measures are in place.

Extensions and Contracts will be managed according to the principles laid out in the Procurement Handbook, with due note given to the differing roles and responsibilities according to the classification of the contract.

17.16. Variations of Contracts (including extensions)

Extensions

~~17.1 Where an Authorised Officer wishes to exercise an option set out in a contract to extend that contract, this must be referred to the Relevant Procurement Team and Legal Services for advice and, where the anticipated value of the extension is over £100,000, will be subject to prior review and approval via the Gateway Review Panel. Any notice~~

~~exercising an extension option must be given in accordance with the contract terms and in writing but will not require the agreement of the provider if the option is at the Council's sole discretion.~~

~~16.1 Any variation to a concluded Contract for Works, Supplies or Services (including an extension to the length of any such Contract or a replacement of the original supplier) ('the Variation') is only permissible if the Variation IN PRINCIPLE:~~

- ~~• demonstrably represents Value For Money or is otherwise in the Council's best interest to progress;~~
- ~~• can be funded from an approved budget;~~
- ~~• entails no diminution in any Social Value identified at the commencement of the Contract;~~
- ~~• does not conflict with the provisions of the Procurement Regulations where they apply; AND~~

- ~~1. it represents no more than 10% of the value of the original Contract (inclusive of VAT where applicable) for Services or Supplies, or 15% of the value of the Works contract (ie it is non-material); OR~~

~~17.2 Where an Authorised Officer wishes to extend a contract (where Rule 17.1 does not apply) the extension constitutes a new contract and is subject to these Rules (e.g. a proposed extension (to which Rule 17.1 does not apply) for a value in excess of £25,000 requires an exemption unless Rule 18 or 19 applies).~~

Variations

~~17.3 Where an Authorised Officer wishes to vary a contract (e.g. change the price, buy additional services, or replace the provider), this must be referred to the Relevant Procurement Team and Legal Services for advice to establish whether the proposed variation is material. If a variation is material, it is a new contract for the purposes of these Rules.~~

- ~~1.2. Where a proposed variation is not material, or where it is material but it is established with advice from the Relevant Procurement Team and Legal Services that a competitive process does not need to be followed, the Authorised Officer shall comply with Rule 3.1 and Rule 17.6.~~

~~17.4 Where a variation is proposed to settle a contractual dispute the Authorised Officer, the Relevant Procurement Team, the Director of Law & Governance and the relevant Director must certify that it is in the best interests of the Council.~~

~~17.5 The Authorised Officer shall ensure that all variations are (a) in writing, (b) in accordance with the terms of the contract; and (c) signed by authorised signatories of both (or all) parties.~~

16.2 Any variation outside these requirements would require the conduct of a new tender process for a new contract unless an Exception under Rule 18 or an Exemption under Rule 19 would apply

CHAPTER SIX: GENERAL

~~18.17.~~ 10 - 1211 Contracts to which Rules on Tendering (Rules 5 – 8 and 10 - 1211) do not apply – Service Specific exceptions

Competitive quotes or tenders are not required for the following:

~~18.1~~17.1 **Director of Law & Governance:** contracts for the engagement of Counsel.

~~18.2~~17.2 **Transport:** subsidised bus contracts not caught by Rule 5.4 and identified as meeting the de minimis requirements in the Service Subsidy Agreements (Tendering) (England) (Amendment) Regulations 2004 which must instead follow guidance issued by the Department for Transport, currently the “Guidance on New De Minimis Rules for Bus Subsidy Contracts” and the Tendering Road Passenger Transport Best Practice Guidance (October 2013).

~~18.3 **Children, Education & Families, Social & Community Services and Public Health Services:** contracts for the provision of children's services (including the provision of accommodation for children) (CEF); social care contracts for services (S&CS) and public health services which may instead follow the *Children, Education & Families, Social & Community Services and Public Health Services Joint Commissioning/ Procurement Procedures* prepared by the Director for Adult Social Services in consultation with the Director of Law & Governance, the s151 Officer and the Principal Procurement Manager – Joint Commissioning).~~

17.3 Adult Services, Children's Services and Public Health:

17.3.1 Nominations Agreements⁸ where the estimated Void Charges over a 48-month period are below the PR threshold for services under Schedule 3 of the Public Contracts Regulations 2015;

17.3.2 Spot contracts⁹ provided they are below the Procurement Regulations Threshold and it is not possible to rely upon pre-existing procured tendering outlets such as frameworks and dynamic purchasing systems.

~~18.4~~17.4 The exceptions in Rules ~~18~~17.1 to ~~18~~17.3 (inclusive) do not apply where the proposed course of action conflicts with ~~EU~~ public procurement legislation~~the Procurement Regulations~~.

~~18.5~~17.5 The rest of these Rules must still be complied with.

19.18. Contracts to which Rules on Tendering (Rules 5 – 8 and 10 -~~12~~11) do not apply – General exceptions

~~Competitive~~Without prejudice to the Procurement Regulations, competitive quotes or tenders are not required for the following:

18.1 Extreme urgency

~~19.1~~WhereCall-off Contracts

Call-off Contracts where the relevant Framework Agreement has been entered into by:

⁸ A "Nominations Agreement" is an agreement between the Council and a housing provider whereby the housing provider may not permit occupation of its property by anyone other than a Council-nominated tenant with assessed care needs. In return for this restriction on occupation, the Council pays void charges ("Void Charges") for periods where the property is not occupied.

⁹ SPOT contracts are below Procurement Regulations Threshold contracts for services (that are classified as Schedule 3 services under the Procurement Regulations) to an individual service user (or sibling group in the case of fostering services) where there is an urgent need, and the specific circumstances mean that it is not possible to conduct a procurement process under these Rules.

- (i) ~~in cases of extreme urgency brought about by events unforeseeable by the Council in compliance with these Rules; or~~
- (ii) ~~another local authority, (e.g. flood), a local authority purchasing consortium or central government where the Framework Agreement has been tendered and awarded in accordance with EU public competitive procurement legislation⁴⁰.~~

~~Rules 5.4 and 9 – 12 apply to mini competitions and, for the avoidance of doubt, Call-off Contracts must be entered into in accordance with the terms of the Framework Agreement (e.g. selection by mini competition) and mini competitions under Framework Agreements must be run in accordance with Rule 1.6.~~

~~cannot be undertaken (for PR Tenders, within the time limits specified for open, restricted or competitive procedure with negotiation)~~

~~For the avoidance of doubt, all Call-Off Contracts with a value over £100,000 will be subject to review by the Gateway Review Panel.~~

~~19.2 Emergency~~

~~19.2.1 18.1.1 In cases of emergency, a Corporate Director may verbally authorise and record in writing an exemption exception from these Rules for goods, services or works PROVIDED THAT:~~

⁴⁰ ~~The Relevant Procurement Team must be consulted prior to use of such frameworks in accordance with Rule 3.2(iii).~~

- ~~(1) the emergency was brought about by events which were not reasonably foreseeable by, or attributable in any way to, the Council (e.g. flood); and~~
- ~~(2) if the goods, services or works are not received immediately, there is a significant risk of:

 - ~~(a) danger to life; or~~
 - ~~(b) damage to property; or~~
 - ~~(c) a major impact on the Council or its service users.~~~~

~~19.2.2~~18.1.2 In these cases, only goods, services or works necessary or appropriate to safeguard the Council's position or protect life and property can be procured before formal approval is obtained.

~~19.2.3~~18.1.3 Corporate Directors must at the earliest opportunity inform the s151 Officer and the Director of Law & Governance of the action taken in dealing with the emergency. Corporate Directors must also submit a report to the Cabinet or the relevant Portfolio Holder that details the circumstances of and justifications for granting ~~exemptions~~Exceptions made in accordance with this Rule.

~~19.3~~18.2 No competitive market

~~19.3.1~~ Proprietary or patented goods or services are proposed to be purchased which, in the opinion of the Authorised Officer, are only obtainable from one person, and it can be demonstrated that no reasonably satisfactory alternative to those proprietary or patented goods is available; or

~~18.2.1~~ Works, supplies or services can only be supplied by one particular provider for any of the following reasons: (a) the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance (b) competition is absent for technical reasons (c) the protection of exclusive rights, including intellectual property rights, (d) the works or services are of such a specialist nature that they can only be carried out by one person (for e.g. statutory undertakers); but in the cases of paragraphs (b) and (c), only where it can be demonstrated that no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement; or

~~19.3.2~~18.2.2 The Authorised Officer can demonstrate that no genuine competition can be obtained in respect of the purchase of particular goods, services or works; ~~or having received no tenders/quotes, no suitable tenders/quotes, no requests to participate in response to a competitive procurement procedure (for PR Tenders this is limited to open and~~

restricted procedures only) provided that the initial conditions of contract are not substantially altered

18.3 Additional Grounds

For supply contracts

18.3.1 Supplies proposed to be purchased are manufactured purely for the purpose of research, experimentation, study or development provided that such contracts shall not include quantity production to establish commercial viability or to recover research and development costs; or

18.3.2 Additional supplies are proposed to be purchased from the original supplier which are intended either as partial replacement of supplies or installations or as the extension of existing supplied or installations where a change of supplier would oblige the Council to acquire supplies having different technical characteristics which would result in incompatibility or disproportionate technical difficulties in operation and maintenance provide that the duration of the contract, as well as that of recurrent contract, shall not, save in exceptional circumstances, exceed 3 years),or

18.3.3 Supplies are quoted and purchased on a commodity market, or

18.3.4 For the purchase of supplies or services on particularly advantageous terms, from either a supplier which is definitely winding up its business activities, or the liquidator in an insolvency procedure, an arrangement with creditors, or similar procedure under UK laws or regulations; or

18.3.5 For a service contract where the contract concerned is to be awarded to the winner or winners of a design contest (organised in accordance with the Public Contract Regulations where they apply); or

For Works or Services

~~19.3.3 For The Authorised Officer is satisfied that the works or services are of such a specialist nature that they can only be carried out by one person (e.g. statutory undertakers); or~~

~~19.3.4 Goods are proposed to be purchased by or on behalf of the Council at a public auction; or~~

~~19.3.5 Goods are proposed to be purchased which are of a specialist nature (such as antiquities for museums),~~

18.3.6 new works or services consisting of the repetition of similar works or services entrusted to the provider which the Council awarded an original contract, provided that such works or services are in conformity with the project for which the original contract was awarded following a competitive procurement (for contracts awarded pursuant to a PR Tender, the procedure must have been in accordance with regulation 26(1) and (2)). The original project must have indicated the extent of possible additional works or services and the cost of these must have been taken into account when determining the estimated value of the contract. For contracts awarded following a PR Tender, the requirements set out in regulation 32 (10)-(12) must be satisfied in full.

PROVIDED THAT in all these cases under Rules 18.2 and 18.3 (except for works which are primarily the responsibility of a utility or statutory undertaker¹¹)

¹¹ As defined in s329 Highways Act 1980

- (1) the Authorised Officer must prepare a report setting out:
 - (a) the reasons why the relevant circumstances apply;
 - (b) why it is in the best interests of the Council for the contract not to be tendered; or re-tendered (as applicable);
 - ~~(b)~~(c) the process which is intended to be followed instead;
- (2) the Authorised Officer receives written agreement to pursue the course of action set out in the statement from:
 - (a) the appropriate Director;
 - (b) the s151 Officer;
 - (c) the Relevant Procurement Team; and
 - (d) the Director of Law & Governance

and
- (3) the Authorised Officer, in conjunction with Legal Services, ensures that contract terms are appropriate taking into account all relevant factors (such as benefit and risk to the Council).

~~19.4~~ Discount

~~Where there is a competitive market for goods, services or works contracts under which the Council receives those goods, services or works for a sum which is less than 50% of the benchmarked market price with the balance being paid by a third party PROVIDED THAT this has been certified by the s151 Officer and the Director of Law & Governance¹².~~

~~19.5~~18.4 The exceptions in Rules ~~19.1~~18.1 to ~~19.4~~18.3 (inclusive) do not apply where the proposed course of action conflicts with ~~EU public procurement legislation~~the Procurement Regulations.

~~19.6~~18.5 The rest of these Rules must still be complied with.

¹² ~~Note that this is intended to be used primarily for agreements under section 278 of the Highways Act 1980~~

20.19. Exemptions from these Rules

19.1 The Council does not have the power to waive the applicability of the Procurement Regulations.

~~20.1~~ 19.2 Exemptions from these Rules will only be granted in exceptional circumstances. ~~Generally, a~~ A lack of foresight and planning resulting in insufficient time to carry out a lawful tendering process will not constitute adequate justification.

~~20.2~~19.3 At the conclusion of every Exemption Process whether granted or not the Director/Authorised Officer shall notify the Monitoring Officer¹³ of the final outcome of the process, along with a copy of the complete set of relevant papers.

Register of Exemptions

~~20.3~~19.4 The Monitoring Officer will maintain a register of all exemption requests under this Rule ~~2019~~ and will provide a copy of this register to the ~~Chief Finance Officer (s151 Officer)~~ at least every six months, and otherwise as and when requested to do so by the s151 Officer.

Contracts with a value of less than £75100,000

~~20.4~~19.5 An Authorised Officer may seek an exemption from any of these Rules for a contract with a total value of less than £75100,000 from:

- (i) the relevant ~~Head of Service/Business Manager~~Director;
- (ii) the Director of Law & Governance; and
- (iii) the Relevant Procurement Team.

~~20.5~~19.6 In order to request an exemption the Authorised Officer must prepare a report setting out:

- (i) the reasons why the exemption is being requested and which Rule(s) an exemption is being requested from; and
- (ii) the process which is intended to be followed instead.

~~20.6~~19.7 An exemption will only be granted where the ~~Head of Service/Business Manager~~Director, the Director of Law & Governance and the Relevant Procurement Team are satisfied that the exemption is justified on its own special circumstances and have given their consent in writing.

Contracts with a value of £75100,000 or more¹⁴

~~20.7~~19.8 A Director may seek an exemption from any of these Rules from:

- (i) the Cabinet or a Portfolio Holder acting under delegated powers; or
- (ii) the Chief Executive acting under delegated powers.

~~20.8~~19.9 In order to request an exemption the Director must prepare a report setting out:

- (i) the reasons why the exemption is being requested and which Rule(s) an exemption is being requested from;
- (ii) the process which is intended to be followed instead;

¹³ cprexemptions@oxfordshire.gov.uk

¹⁴ See Contract Procedure Rules - Exemption Procedure (with pro forma report) for further details.

| (iii) — a legal appraisal from the Director of Law & Governance;

- (iii) _____
- (iv) a financial appraisal from the s151 Officer; and
- (v) confirmation that the Relevant Procurement Team has approved the contents of the report

~~20.9~~19.10 An exemption will only be granted where the Cabinet, the Portfolio Holder or the Chief Executive is satisfied that the exemption is justified on its own special circumstances and has given his/her consent in writing.

21.20. Non-compliance with these Rules

~~21.1~~20.1 Any officer who becomes aware of any non-compliance with any of these Rules must notify the Relevant Procurement Team, Legal Services and the s151 Officer as soon as this is identified. Breaches may be notified ~~escalated~~ to the relevant Corporate Director and Finance Business Partner (as delegated s151 Officer) by the Authorised Officer at the earliest opportunity. The relevant Director will act for further investigation in accordance with the Council's Contract Procedure Rules – Breach Policy.

~~21.2~~20.2 If the non-compliance cannot be remedied by the taking of any appropriate step or measure, the matter must be notified to the s151 Officer and the Director of Law & Governance by the relevant Corporate Director. Where a particular course of action is specified by both the s151 Officer and the Director of Law & Governance this must be complied with.

~~21.3~~20.3 If a non-compliance has given rise to, or is likely to give rise to illegality or maladministration, the s151 Officer and ~~Director of Law & Governance~~ will notify the Monitoring Officer. must be notified.

~~21.4~~20.4 If these Rules are not complied with, this will not invalidate any contract entered into by or on behalf of the Council, except where ~~EU or~~ English law provides to the contrary.

22.21. Schemes of Delegation

~~22.1~~21.1 Directors must ensure that they have Schemes of Delegation identifying:

- (i) Authorised Officers; and
- (ii) the extent of Authorised Officers' delegated authority (including expenditure limits which reflect authorisation limits set out in the ~~SAP Approval Matrix~~). Financial Scheme of Delegation)

~~22.2~~21.2 Authorised Officers may not, under any circumstances, act outside the delegated powers of their Director.

~~22.3~~21.3 Directors must ensure that all Authorised Officers receive the necessary training to be and remain conversant with these Rules.

~~22.4 Directors must supply to and agree with the s151 Officer their Schemes of Delegation before the start of each financial year, and on making any amendments. The s151 Officer must keep a register of all Schemes of Delegation and supply a copy to the Director of Law & Governance at the beginning of each financial year, and notify the Director of Law & Governance of any subsequent amendments.~~

Appendix 1

Definitions

For the purposes of these Rules:

Abnormally Low Tender means a tender which gives rise to doubts that the price offered is economically sustainable and will properly deliver the contract.

Authorised Officers means those officers of the Council identified as such by Directors in their Schemes of Delegation and approved by the s151 Officer to undertake procurement and contracting on behalf of the Council (including authorisation of expenditure, preparing and/or negotiating contract documentation, awarding and signing contracts and/or managing contracts) and any Agents as defined in Rule 1.8 with such authority;

Bidder means a potential Supplier who responds to an Invitation to Tender or Request for Quotations or any person who is invited to submit a tender or quote.

Contract means an agreement which:

- (i) may be oral, written, partly oral and partly written or implied from conduct between the Council and another person;
- (ii) gives rise to obligations which are enforceable or recognised by law (i.e. legally binding); and
- (iii) commits the Council to paying or doing something;

and, where the context requires, a reference to a contract means a contract to which these Rules apply¹⁵ and a “**Call-off Contract**” means an order made/call-off contract entered into under a Framework Agreement;

~~22.1 **Contracts Finder** means~~**Director** - Except for specific references to “Corporate Director”, for the web-based portal provided by or on behalf ~~purposes of these rules~~ the Cabinet Office;

~~title “Director means directors” includes Corporate Directors and officers to whom directors have~~**Directors**, and, where a Director has **delegated their functions in accordance with** ~~function to a Deputy Director or Head of Service under the relevant Scheme of Delegation~~, it shall include the **Deputy Director/Head of Service to whom it has been delegated**.

~~22.2 **EU Tender** means a tender procedure which needs to be carried out under European Union public procurement legislation;~~

¹⁵ Note that service level agreements or SLAs are not generally legally binding and must not be used with third parties (i.e. outside the Council).

Framework Agreement means a contract with a supplier or suppliers which establishes the terms and conditions (in particular as to price) under which Call-off Contracts can be made during the length of the Framework Agreement. This includes government pre-negotiated contracts.

person

Invitation to Tender means the document headed as such and used by the Council to invite providers to bid for the provision of Goods, Services or Works;

Monitoring Officer means the officer appointed under Section 5 of the Local Government and Housing Act 1989. The Monitoring Officer is statutorily responsible for reporting to the council on any proposal, decision or omission by the council, any committee, sub-committee, joint committee or officer which has given rise to, or is likely to or would give rise to a breach of the law or potential maladministration.

PR Tender means a tender procedure which needs to be carried out under the Procurement Regulations.

Person means any individual, partnership, local authority or incorporated or unincorporated body;

Procurement Handbook means the procurement handbook available on the Council's Intranet.

Procurement Regulations means the Public Contracts Regulations 2015 and/or the Concession Contracts Regulations 2016 as amended and any successor regulations which specify in detail the procedures by which public authorities shall undertake their procurement (as applicable).

Procurement Regulations Threshold means the thresholds set out in Rule 5.4, Table 1 (as may be revised by the government every two years).

Relevant Procurement Team means whichever of the following category based teams advises the Authorised Officer:

- (i) the E&E Procurement ~~Environment & Place Team~~;
- (ii) the Strategic Procurement ~~Health, Education & Social Care Team~~, Joint Commissioning; or
- (iii) the Corporate Procurement ~~& Commercial~~ Team

Request for Quotations means the document headed as such and used by the Council to invite providers to bid for the provision of Goods, Services or Works;

s151 Officer means the Chief Finance Officer appointed under s151 Local Government Act 1972 and officers to whom the s151 Officer has delegated his or her functions in accordance with the relevant Scheme of Delegation; and

Scheme of Delegation has the meaning given to it under Rule 2221.

Supplier means any Person who provides or seeks to provide goods, services or works to the Council.

Appendix 2

Table 1 - Pre-Procurement Authorisation, Contract Award Authorisation and Execution Requirements¹⁶

Goods and Services

<u>Cumulative expenditure per contract</u>	<u>Pre- Procurement and Contract Award Authorisation</u>	<u>Execution</u>
<u>Up to but not exceeding £200,000</u>	<u>Authorised Officers in accordance with their delegated financial limits</u>	<u>Less than £25,000 – signed by one Authorised Officer in accordance with their delegated financial limit</u>
		<u>From £25,000 to £200,000 - Signed by Authorised Officers in accordance with their delegated financial limits, and one other officer designated by the Director under the directorate's Scheme of delegation.</u>
<u>Above £200,000 but not exceeding £500,000</u>	<u>Director</u>	<u>Signed by Director and S151 Officer</u>
<u>£500,000 and above</u>	<u>Director and s151 Officer</u>	<u>Sealed by the Director of Law & Governance on behalf of the Council on the instructions of the Director and S151 Officer</u>

Works

<u>Cumulative expenditure per contract</u>	<u>Authorisation</u>	<u>Execution</u>
<u>Up to but not exceeding £500,000</u>	<u>Authorised Officers in accordance with their delegated financial limits</u>	<u>Less than £25,000 – signed by one Authorised Officer in accordance with their delegated financial limit</u>
		<u>From £25,000 to £200,000 - Signed by Authorised Officers in accordance with their</u>

¹⁶ Framework Agreements and Call Off Contracts should be authorised in accordance with this Appendix 2. However, Framework Agreements over 500k in aggregate value do not need to be sealed but should be signed by a Director and S.151 Officer. Call Off Contracts over 500k should be sealed in accordance with this Appendix 2.

		<u>delegated financial limits, and one other officer designated by the Director under the directorate's Scheme of delegation.</u> <u>From £200,000 to £500,000 - Signed by Director and S151 Officer</u>
<u>Above £500,000 but not exceeding £2,000,000</u>	<u>Director</u>	<u>Sealed by the Director of Law & Governance on behalf of the Council on the instructions of the Director and S151 Officer</u>
<u>£2,000,000 and above</u>	<u>Director and s151 Officer</u>	<u>Sealed by the Director of Law & Governance on behalf of the Council on the instructions of the Director and S151 Officer</u>

Table 2 - Procurement thresholds and processes

<u>Estimated cumulative expenditure per contract</u>	<u>Competition</u>
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ANNEX

Useful Documents and Policies¹⁷

- ~~Policy on the Employment of Ex-Offenders and Disclosure and Barring Service Checks~~
- ~~Anti-Fraud and Corruption Strategy~~
- ~~Disclosure and Barring Service Storage Policy~~
- ~~Corporate Data Protection Policy~~
- ~~Policy on Declaring and Registering Interests~~
- ~~Policy on the Employment of Ex-Offenders and Disclosure and Barring Service Checks~~
- ~~Equality and Diversity in the Workplace Policy~~
- ~~Corporate Freedom of Information Act Policy~~
- ~~Health and Safety~~
- ~~ICT Acceptable Use Policy~~
- ~~Egress secure email and file sharing guidance~~
- ~~Public Service Network (PSN) Acceptable Usage Policy~~

Key documents can also be found in the:

- ~~Corporate Governance Library~~
- ~~Procurement Toolkit and Guidance~~

Supplies, Services or Works £25,000 or above but less than £100,000

(Quotations)

*****For Supplies, Services or Works between £25,000 and £50,000**

Authorised Officers must ensure genuine competition by inviting sufficient numbers of Persons (good practice indicates a minimum of 3 selected impartially) to submit written quotations for the goods, services or works required by the Council. Some degree of advertising may be required in accordance with advice from the Relevant Procurement Team.

***Except in cases where the subject matter is high-risk or sensitive, the Procurement Team will give limited support during the procurement process. Authorised Officers will be expected to manage the procurement process using available templates, and to report the outcome of the procurement to the Procurement Team.

¹⁷ ~~Note that this list is not exhaustive and it is the responsibility of the Authorised Officer to ensure that all relevant policies have been taken into account.~~

<u>Supplies, Services or Works £100,000 or above but less than the Procurement Regulations Threshold (or Services where over the Procurement Regulations Threshold but are excluded contracts)</u> <u>(Tenders)</u>	<u>Authorised Officers must ensure genuine competition by seeking advertising for tenders on Find A Tender and/or elsewhere if appropriate in accordance with advice from the Relevant Procurement Team.</u>
<u>Equal to or exceeding the relevant Public Regulations Threshold</u>	<u>Tenders must be advertised on Find a Tender using an appropriate procedure under the Procurement Regulations (as advised by the Relevant Procurement Team).</u>