

Part []

Contract Rules

1 Introduction

- 1.1 S.135, LGA 1972 (“s.135”) includes as follows:
- (1) “A local authority may make standing orders with respect to the making of contracts by them or on their behalf”;
  - (2) “A local authority shall make standing orders with respect to the making by them or on their behalf of contracts for the supply of goods or materials or for the execution of works”.
- 1.2 These Contract Rules (“Rules”) are the Council’s Contract Standing Orders made in accordance with s.135.
- 1.3 The Procurement Legislation (“the Procurement Legislation”) referred to in these Rules include (but not limited to) the following:
- Public Contract Regulations 2006 (PCR2006)
  - Public Contract Regulations 2015 (PCR2015)
  - Procurement Act 2023 (PA2023)
  - Procurement Regulations 2024 and Guidance issued by the Cabinet Office
- 1.4 “Threshold” refers to the relevant financial thresholds relating to Goods & Services, Works, Concession contracts and Light Touch contracts as set out in the applicable Procurement Legislation, as amended from time to time.
- 1.5 You are procuring something when you are initiating or carrying out the process of acquiring goods, services or works from an external source.
- This includes, but is not limited to:
- Requesting quotes or tenders from suppliers or contractors.
  - Raising a purchase order or contract.
  - Engaging in negotiations with vendors for pricing or terms.
  - Committing funds for the acquisition of goods or services.
  - Receiving and accepting goods or services in exchange for payment.
- In essence, if you are taking steps that lead to the commitment of public funds to obtain something from outside the organisation, you are procuring.
- 1.6 You are entering a contract ~~whenever entering into a contract~~ whenever you make a formal agreement ~~—written or verbal—~~ that commits the council to receive goods, services, or works from an external provider in exchange for payment or other value.
- This includes:
- Signing a contract or agreement with a supplier or contractor.
  - Accepting terms and conditions (including online or email confirmations).
  - Issuing a purchase order that is accepted by a supplier.
  - Agreeing to a quote or proposal that results in a commitment to pay.

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1.6.1      [Renewing or extending an existing contract](#)

1.6.2      [Providing funding or a grant to an external organisation:-](#)

~~In short: if your actions result in the council being legally bound to pay for something from an external party, you are entering into a contract and therefore procuring.~~

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## 2 Purpose of the Rules

- 2.1 These Rules do not provide guidelines on the best way to purchase works, supplies and services but, rather, they set out minimum requirements to be followed.
- 2.2 These Rules provide a structure within which procurement decisions are made and implemented to ensure that the Council furthers its corporate objectives in an efficient manner leading to procurement of quality supplies, services and works.
- 2.3 These Rules protect the legal position of the Council in respect of compliance with the law and in its contractual dealings with external suppliers and contractors. They protect the interests of Members, Officers and the citizens of West Berkshire.

## 3 Application

- 3.1 These Rules apply to:
  - 3.1.1 purchases by or on behalf of the Council of works, supplies and services;
  - 3.1.2 all contracts including (but not limited to) purchase orders, consultancy agreements, service level agreements, software licences, concessions and contractual arrangements entered into by or on behalf of the Council, except for contracts and purchasing methods expressly excluded under Procurement Legislation.
- 3.2 The Monitoring Officer (or any officer nominated by the Monitoring Officer for the purpose) shall be responsible for interpreting these Rules.
- 3.3 If a Governing Body of a school under the control of the Council as Local Education Authority intends to enter into a contract for works, supplies or services, the Headteacher or such persons delegated for the purpose by them must follow these Rules.
- 3.4 Every purchase, contract or official order for works, supplies or services made by the Council shall be for the purpose of implementing the Council's policies and must be made in accordance with the Council's duties of Best Value, Equality, Sustainable Commissioning and its Social Value Policy.
- 3.5 When proposing to procure or make arrangements for procuring a service contract where the estimated value exceeds the Threshold ~~{for [Goods & Services](#)}~~, consideration must be given as to how the procurement or contract might improve the economic, social and environmental wellbeing of West Berkshire, as required by the Public Services (Social Value) Act 2012, and the Council's Social Value Policy.
- 3.6 Annexed are Appendices comprising Tables referred to.

## 4 Authority

- 4.1 All contracts must be in accordance with a decision:
  - 4.1.1 of the Council; or
  - 4.1.2 of the Executive; or

- 4.1.3 within the Council's Scheme of Delegation by:
- 4.1.3.1 an Executive Decision Maker;
- 4.1.3.2 a Council Committee or Sub-Committee; or
- 4.1.3.3 an officer or their delegate for the purpose.
- 4.2 No contract shall be entered into unless it is in accordance with an existing budgetary provision within the Budget approved by the Council\*.
- 4.3 Any contract award with a value over £500,000 is a **Key Decision** of the Council.
- 4.4 Where a Service Director / **Head of Service** does not have delegated authority to enter into a contract, approval in accordance with Appendix A is required before the contract can be awarded.
- 4.5 ~~All contracts over £50,000 in Total Contract Value will be reported to the relevant board/Procurement Board on at least a quarterly basis by the Service Director / Heads of Services for review and scrutiny.~~

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\* Budget Council takes place in March detailing approved spends

## 5 Transparency obligations

- 5.1 Local authorities in England have an obligation to publish details of their spending and procurement activities to promote openness, accountability, and public trust. Under the Local Government Transparency Code 2015, councils must publish:
- 5.1.1 Expenditure exceeding £500, including payments to suppliers and contractors.
- 5.2 Details of every invitation to tender for contracts to provide goods and/or services with a value that exceeds £5,000.
- 5.2.1 A register of contracts, including those in progress and those awarded, with key information such as the contract value, duration and supplier.
- 5.3 Service areas are therefore responsible for reporting contract information to the relevant board on a monthly basis in a format as required by Procurement.

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## 5.6 ~~Tendering~~Buying / procuring / obtaining goods, service and works

### Preliminaries

- 5.1.6.1 ~~It is the responsibility of the Chief Executive, Executive Directors, Service Directors / Heads of Service, and Budget Holders to ensure all purchases of supplies and services and works comply with:~~
- 5.1.6.1.1 ~~all relevant statutory requirements;~~
- 5.1.6.1.2 ~~the relevant Procurement Legislation;~~
- 5.1.6.1.3 ~~the Council Constitution including these Rules, the Financial Rules and Scheme of Delegation;~~
- 5.1.6.1.4 ~~any code, guidance or conditions approved by the Governance Committee and/or the Executive and/or the Council and/or the Health and Wellbeing Board to the exercise of powers delegated by them;~~
- 5.1.6.1.5 ~~any conditions attached by the Executive or the Council to the exercise of powers delegated by them;~~

~~5.1.6.1.6~~ the guidance and updates (available from time to time) on the Legal intranet pages (to include Consultancy Guides) and other policies and procedures of the Council as appropriate.

~~5.26.2~~ In the event of conflict between the above, the Procurement Legislation will take precedence, followed by the requirements detailed in ~~6.15-16.1.6~~ above.

#### Financial Thresholds & Procedures

~~5.36.3~~ Officers undertaking procurement are responsible for ensuring that all persons awarded contracts for the supplies, services or works to the Council meet the Council's minimum standards of suitability, capability, legal status and financial standing.

~~5.4~~ Where the contract is below the ~~t~~Threshold for ~~g~~Goods and ~~s~~Services set out in relevant Procurement Legislation, officers are not required to include a pre-qualification stage. However questions relating to a supplier's suitability assessment may be included provided such questions are relevant to the subject matter of the procurement and proportionate.

~~6.4~~ The financial value thresholds at which processes become mandatory are published on the Procurement intranet page. (inclusive exclusive of Value Added Tax) at which processes become mandatory are set out in Appendix B.

~~5.56.5~~ It should be noted that while most procurements will now be undertaken in accordance with PA2023, due to the transitional arrangements of PA2023, the PCR 2015 will continue to apply to some procurement exercises. The procurement team will advise on the applicable legislation to your procurement.

#### Advertising

~~5.66.6~~ There is a general presumption in favour of competition.

~~6.7~~ All contract opportunities being advertised by the relevant Service Director ~~/ Head of Service~~ should be done so electronically on the Council's Procurement Portal to ensure that such opportunities also appear on the Central Digital Platform (CDP) database.

~~5.76.8~~ For opportunities relating to works, services and supplies which fall below the relevant ~~Procurement Legislation t~~Threshold, a UK Government Certified national database can be used to select tenderers.

~~6.9~~ All contract opportunities which are above the relevant Procurement Legislation thresholds must be advertised on the CDP database (a web-based portal provided by the Cabinet Office) prior to such advertisement appearing on any other advertising medium (such as a trade journal etc). However, where a Further Competition is undertaken via a compliant Framework Agreement, an invitation will be sent to those providers on the Framework only and no further advertisement will be required.

~~5.86.10~~ However under the principles detailed in the Procurement Legislation, where the contract is of potential cross border interest then it must be publicised to ensure that tenderers from other ~~member states~~Countries have an opportunity to participate and the process is conducted in a fair and transparent manner.

~~5.96.11~~ Where a contract is above the relevant Procurement Legislation financial threshold there are two main types of procedure available under PA2023:

- Open Procedure; and
- Competitive Flexible Procedure;

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~~5.106.12~~ Care must be taken to ensure that the correct and most appropriate procedure is used and advice is sought ~~from Legal Services and/or the Procurement and Commissioning team~~ as necessary on the choice and use of procedures detailed in the Procurement Legislation.

~~5.116.13~~ CDP notices must be approved and issued by ~~Service Lead for Procurement and Legal Services and/or~~ Commissioning as appropriate, who will also assist in the conduct of the procurement.

#### Contract Value & Aggregation

~~6.14~~ Total Contract Value is a genuine ~~an~~ estimate of the total value over the full potential duration of the contract, not just the initial term. This includes:

- All **planned extensions** (even if optional)
- The **maximum possible duration and value**, even if the contract may be terminated earlier
- The value if any option (e.g. for additional goods/services) in the contract were exercised
- Value Added Tax

~~5.12~~ The contract value shall be the total cost of the supply, service or work to be procured over the contract term. The starting point for calculating the contract value for the purposes of these Rules is that the contract value shall be the genuine pre-estimate of the value of the entire contract ~~including excluding Value Added Tax. This includes all payments to be made, or potentially to be made, under the entirety of the contract and for the whole of the predicted contract period (including proposed extensions, variations and options).~~

~~5.136.15~~ There shall be no artificial splitting or disaggregation of a contract to avoid the application of the provisions of the Procurement Legislation and/or these Rules.

~~5.146.16~~ The Procurement Legislation can cover contracts which are initially below the stated relevant ~~Procurement Legislation~~ Threshold where they constitute repeat purchases and/or purchases of a similar type in a specified period. Officers responsible for such procurement should therefore seek advice on the application of the Procurement Legislation where they envisage that they may be required to make such purchases.

#### Principles and Evaluation

~~5.156.17~~ All tendering procedures (including obtaining quotes), from planning to contract award and execution (seal or signature), shall be undertaken in a manner ~~so as to~~ ensure:

- sufficient time is given to plan and run the process (this should include any mobilisation or implementation time that is required);
- equal opportunity and equal treatment;
- openness and transparency;
- proportionality;
- probity;
- outcomes that deliver sustainability, efficiency and cost savings (where appropriate).

#### Submission and Opening of Tenders

~~5.166.18~~ An electronic Invitation to Tender shall be issued by the Council for all contracts with an estimated value ~~that is in excess of~~ more than the appropriate the

~~Threshold of £100,000 or more~~ and tenders shall be submitted electronically by tenderers via the Council's Procurement Portal.

~~5.176.19~~ The Council Procurement Portal and the Invitation to Tender must specify the format in which an electronic tender is to be submitted by tenderers and such tenders shall be stored in a secure portal account which is locked until the date and time specified for its opening.

~~5.186.20~~ No tender received after the time and date specified for its opening shall be accepted or considered by the Council unless the Monitoring Officer is satisfied that there are exceptional circumstances and the other tenders have not been opened.

~~5.19~~ The electronic opening of tenders submitted on the Procurement Portal shall be conducted by a Procurement Officer with an audit record being maintained on the e-tendering system, or Legal Officer and the relevant Service Director / Head of Service or their nominated representative.

~~5.20~~ Only in limited circumstances should a tender process be undertaken by hard copy submissions. In such cases the written approval of the Monitoring Officer is required and the following circumstances shall apply:

~~5.20.1~~ the Invitation to Tender shall specify that such tenders should be returned to the relevant Service Director / Head of Service in an unmarked, plain and sealed envelope marked "Tender" followed by the subject matter to which it relates;

~~5.20.2~~ tenders shall be kept unopened in a secured cabinet until the tender opening date; and

~~5.20.3~~ the relevant Service Director / Head of Services shall invite the appropriate Portfolio Holder and an officer from Legal Services and/or Commissioning to undertake the tender opening and shall complete a standard tender opening form (available on the intranet) in order to avoid risk of challenge.

#### Evaluations of Quotes and Tenders

~~5.216.21~~ All quotes and tenders shall be evaluated in accordance with evaluation criteria notified in advance to those submitting quotes/tenders.

~~5.226.22~~ Tenders subject to the provisions of the Procurement Legislation shall be evaluated in accordance with the legislative provisions. Advice from the Procurement team Legal Services should may be sought on the selection and evaluation criteria.

~~5.236.23~~ Save in exceptional circumstances approved in advance by the relevant Service Director / Head of Service all contracts shall be awarded on the basis of the quote or tender which is most economically advantageous and represents best value for money to the Council having regard to the provisions of the Social Value Policy, and not only on the basis of lowest price.

## 67 Exclusions and Exceptions to Contract Rules

### Exclusions

~~6.17.1~~ The requirement to conduct a competitive procurement process is excluded in the circumstances detailed in Appendix C.

~~6.2~~ In the interests of clarity, where an exemption is applied all contracts with an annual or total value of more than £50,000 must be approved by the relevant board Procurement Board. Please refer to 5.3.

## Exceptions

~~6-3-17.2~~ Subject to ~~5-47.4~~ the requirement for the Council to conduct a competitive purchasing process for contracts in excess of ~~£924,999.99~~, may be excepted or waived in the following circumstance:

~~6-3-17.2.1~~ for contracts which are not subject to the relevant Procurement Legislation Rules, the work, supply or service is required as a matter of urgency and a delay would be likely to lead to financial loss, personal injury or damage to property; or

~~6-3-17.2.2~~ at the discretion of the relevant Executive Director and/or the Chief Executive, acting lawfully, who may proceed in a manner most expedient for the efficient management of the Council with reasons recorded in writing.

~~6-47.3~~ Only the Monitoring Officer and/or the S.151 Officer may grant a waiver or an exception to these Rules, subject to exception values and delegation thresholds detailed in these Rules. An officer who seeks a waiver of these Rules shall do so only in advance and only in exceptional circumstances.

~~6-57.4~~ Exception values and delegations:

~~6-5-17.4.1~~ for all contracts up to ~~the Threshold~~ ~~£650,000~~ the S.151 Officer must approve the exception;

~~6-5-17.4.2~~ for contracts above ~~the Threshold~~ ~~£50,000~~ and up to £500,000, the S.151 Officer will consult with the Monitoring Officer and the appropriate Executive Director provided an exception report has been approved by ~~the relevant board~~ ~~Procurement Board~~ ~~unless 7.3 applies and for reasons of urgency such prior approval is not possible in which case a report will be supplied retrospectively;~~

~~6-5-17.4.3~~ for contracts over £500,000 the S.151 Officer and the Monitoring Officer will make a recommendation to the Executive provided an exception report has been prepared and approved by ~~the relevant board~~ ~~Procurement Board~~ and Corporate Board.

~~6-67.5~~ All exceptions or waivers to these Rules must:

~~6-6-17.5.1~~ be fully documented;

~~6-6-17.5.2~~ [for any contract where the requirement to hold a competitive process is not excluded by the Procurement Legislation], be subject to a written exception report to be submitted in advance to ~~the relevant board~~ ~~Procurement Board~~ by the relevant ~~Service Director / Head of Service, Service Director~~ or Executive Director (which shall include reasons for the exception or waiver which demonstrate that the exception or waiver is genuinely required);

~~6-6-17.5.3~~ be subject to approval by the S.151 Officer who shall record they have considered the reasons for the waiver and that they are satisfied that the circumstances justifying the waiver are genuinely exceptional (applications for waivers which are a result of poor contract planning will rarely be considered genuinely exceptional);

~~6-6-17.5.4~~ have had relevant approval sought under these Rules.

~~6-77.6~~ For contracts subject to the Procurement Legislation, any waiver or an exception from the requirement for competition must meet the conditions set out in the Procurement Legislation in addition to the general requirements above.

~~6-87.7~~ The exclusions that apply to the competitive procurement process are set out at Appendix C.

## 78 Purchasing Schemes

~~7-18.1~~ A "Purchasing Scheme" may include:

~~7.1.18.1.1~~ contractor prequalification lists/select lists;

~~7.1.28.1.2~~ framework arrangements (~~including those set up by authorised central purchasing bodies such as Crown Commercial Services, other contracting authorities and by the Council itself~~)~~including those set up by the Government Procurement Service~~);

~~7.1.3~~ purchasing arrangements set up by central purchasing bodies and commercial organizations;

~~8.1.3~~ Dynamic Purchasing Systems (including those set up by authorised central purchasing bodies such as Crown Commercial Services, other contracting authorities and by the Council itself);

~~8.1.4~~ Dynamic Markets (including those set up by authorised central purchasing bodies such as Crown Commercial Services, other contracting authorities and by the Council itself);

~~7.1.48.1.5~~ consortium purchasing;

~~7.1.58.1.6~~ collaborative working arrangements;

~~7.1.6~~ formal agency arrangements;

~~7.1.78.1.7~~ e-procurement / purchasing schemes and methods;

~~7.1.88.1.8~~ other similar compliant arrangements.

~~7.28.2~~ An officer responsible for a procurement exercise may use a Purchasing Scheme provided that they have sought advice to confirm that:

~~7.2.18.2.1~~ the Council is legally entitled to use the Purchasing Scheme;

~~7.2.28.2.2~~ the purchases to be made do properly fall within the coverage of the Purchasing Scheme;

~~7.2.38.2.3~~ the establishment and operation of the Purchasing Scheme complies with ~~is in compliance with~~ the Procurement Legislation (where such applies) and meets the Council's own requirements.

~~7.38.3~~ Where a Purchasing Scheme is used there shall be a whole or partial exemption from the obligations under these Rules in respect of the choice and conduct of procedures. Advice should be sought from ~~Legal Services~~ the Commissioning and Procurement Team prior to entering to such arrangements.

## 89 Reporting Requirements

~~8.19.1~~ A written report in accordance with the Procurement Legislation shall be produced by the relevant Service Director ~~/ Head of Service~~ for each contract that is awarded which is above the ~~relevant Procurement Legislation threshold~~ Threshold and subject to the Procurement Legislation (the Procurement Legislation places an obligation on the Council to document, for each procurement, key decisions and steps taken and stages leading to the award of contracts).

~~8.29.2~~ This report may be requested by the Cabinet Office and shall be kept for three years.

~~8.3~~ A guidance note and template for such report is available on the Legal Services intranet pages which accompany these Rules.

~~8.49.3~~ In addition to the above, the relevant Service Director ~~/ Head of Service~~ should document the progress of all procurement procedures including ensuring sufficient information is kept to justify decisions such as communications with contractors and internal deliberations, preparation of procurement documents, any dialogue and negotiation, selection and award. Such documentation must be kept for three years from the award of the contract.

## 910 Entering into a Contract

9.110.1 There should be written evidence of all purchases (which shall include electronic evidence).

9.210.2 All contracts entered into by the Council as detailed in Appendix B must be in writing in a form approved by the Monitoring Officer or their delegated officer.

9.310.3 Legal Services shall retain all contract documents that are sealed on behalf of the Council.

9.410.4 The relevant Service Director ~~/ Head of Service~~ must formally notify the ~~Head of Service~~ Lead for Commissioning and Procurement (or nominated officer) of the award of all contracts for the purpose of it being recorded on the Council Contract Register.

9.510.5 Every contract shall include the standard clauses set out in the relevant Standard Form of Agreement issued and updated from time to time by the Monitoring Officer or their nominated officer and available from Legal Services.

9.610.6 Where a Standard Form of Agreement is to be amended, the form of contract shall be prepared/amended by the relevant Service Director for approval by the Monitoring Officer or their delegated officer.

9.710.7 As a minimum, where appropriate, all contracts shall include clauses setting out:

9.7.110.7.1 the works, supplies/goods, services, material, matters or things to be carried out or supplied;

9.7.210.7.2 the time within which the contract is to be performed;

9.7.310.7.3 the quality requirements and/or standards that must be met;

9.7.410.7.4 requirements on the contractor to hold and maintain appropriate insurance;

9.7.510.7.5 the consequences of the contractor failing to comply with contractual obligations in whole or in part;

9.7.610.7.6 requirements on the contractor to comply with all relevant legislation, including (but not limited to) equalities and health and safety legislation;

10.7.7 clauses regarding personal data and its use by the contractor and/or the Council respectively. Service Directors must ensure that a Data Protection Impact Assessment is completed for all contracts to inform such clauses.

9.7.710.7.8 the entitlement of the Council to cancel the contract and recover losses in the event that the contractor acted improperly (e.g. seeking to influence the Council to give the contractor any contract) or committed an offence under the Bribery Act 2010.

9.7.810.7.9 payment obligations requiring that:

9.7.8.110.7.9.1 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; and

9.7.8.210.7.9.2 any subcontract imposes the same obligations upon the subcontractor, and requires that the subcontractor imposes such obligations in any further subcontract.

9.7.910.7.10 All contracts shall include relevant specifications and/or briefs/technical requirements which are prepared taking into account the need for effectiveness of delivery, quality, sustainability and efficiency (as appropriate) and the need to be able to enforceability of the delivery of those requirements.

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## 10.11 Legal Consideration

### Indemnities

10.4.11.1 No relaxation of full indemnities releasing the Council from all liability whether provided by public liability insurance or other instrument shall be allowed unless authorised in writing by the Monitoring Officer and the S.151 Officer or their nominated officers.

### Risk Assessment & Performance Bond

10.4.11.2 Where a contract is estimated to exceed £500,000, in value or amount and is for the execution of works (or for the supplies or services by a particular date or series of dates) the relevant Service Director ~~/Head of Service~~ should consider requiring a performance bond (for an amount equal to at least 10% of the value of the contract) from the contractor (to provide sufficient security for the due performance of the contract).

10.4.11.3 The bond must be in a form approved by Legal Services and must be included in the Invitation to Tender.

10.4.11.4 If a performance bond is not considered to be necessary, the relevant Service Director ~~/Head of Service~~ must:

10.4.11.4.1 undertake a risk assessment in writing; and

10.4.11.4.2 seek approval from the ~~Head of Service~~ Director for Finance and Property; and

10.4.11.4.3 keep a copy the risk assessment on the contract file for inspection.

### Insurances

10.5.11.5 Every contract should be assessed for risk. If the risk assessment identifies the need for insurance the Service Director ~~/Head of Service~~ must:

10.5.11.5.1 in consultation with the ~~Head of Service~~ Director for Finance and Property or nominated officer set adequate levels of insurance cover (including employer's liability, public liability and any other as determined by the needs of the particular contract);

10.5.11.5.2 in consultation with the ~~Head of Service~~ Director for Finance and Property or nominated officer ensure that such insurances are held by the contractor and that the policies concerned are up to date (and/or renewed, as necessary, during the relevant period);

10.5.11.5.3 in consultation with the ~~Head of Service~~ Director for Finance and Property or nominated officer who must ensure the contractor's status under the Inland Revenue Construction Industry Tax Deduction Scheme (for construction contracts);

10.5.11.5.4 in consultation with the ~~Head of Service~~ Director for Finance and Property set an appropriate level of professional indemnity insurance for each specific contract that require professional and/or design services (this should not be a standard level but be assessed on a case by case basis).

### Sealing

10.6.11.6 The Common Seal of the Council (the "Seal") shall be in the Custody of the Monitoring Officer and kept in a safe place at their discretion.

10.7.11.7 The Seal may be affixed, physically or electronically, to any document or proposal that has been approved by a resolution of the Council or Executive, or of an appropriate Committee, or by an officer with delegated powers.

10.8.11.8 The affixing of the Seal shall be attested and witnessed in writing by the Monitoring Officer or an officer duly designated by them in accordance with the delegated powers conferred by the Council.

~~10.9~~11.9 An entry of every sealing of a document shall be made and consecutively numbered in a book or electronic record to be provided for the purpose and shall be signed (including a digital signature) by the person attesting the sealing.

~~10.10~~11.10 The Seal shall be affixed, physically or electronically, to any document required to be sealed, including but not limited to:

~~10.10.1~~11.10.1 a petition to be presented to Parliament against the promotion of any Bill or confirmation of any Provisional Order which the Council opposes;

~~10.10.2~~11.10.2 a mortgage;

~~10.10.3~~11.10.3 an incomplete form of transfer for the duly authorised sale of securities by the Council as necessary for the purposes of dealing with stocks and shares in accordance with the Stock Transfer Act 1963.

~~10.11~~11.11 All contracts whether for goods, services, works or concession contracts the value of which is above Threshold ~~above the value of £49,999~~ shall be sealed.

#### Signature of Documents

~~10.12~~11.12 Where any document will be a necessary step in legal proceedings on behalf of the Council it shall, unless any enactment otherwise requires or authorises or the Council shall have given the necessary authority to some other person for the purpose of such proceedings, be signed by the Monitoring Officer or duly authorised officer.

~~10.13~~11.13 Where it becomes necessary to execute any document on behalf of the Council not required by law to be under seal, the Monitoring Officer or an officer designated by them in accordance with the delegated powers conferred by the Council shall be deemed to have authority to sign such a document accordingly. A register of such documents shall be kept by the Monitoring Officer or officer duly designated by them.

#### Counsel:

~~10.14~~11.14 Only the Monitoring Officer (or nominated officer) shall have discretion to select and instruct Counsel.

## Contract Rules - Appendix A

### Delegated authority to enter into contracts - limits and thresholds

Total Contract Value*	Delegated decision or Resolution of:
<del>£100,000 or less up to relevant Threshold</del>	Relevant Service Director <del>/ Head of Service</del> (or such officers as nominated by the Service Director <del>/ Head of Service</del> in writing) shall have delegated authority to award the contract.
<del>£100,000</del> Above the relevant threshold <del>or more</del> and less than £500,000	Relevant Service Director <del>/ Head of Service</del> (following recommendation of the S151 officer and Monitoring Officer) shall have delegated authority to award the contract provided a written report by the relevant Service Director <del>/ Head of Service</del> (or such officers as nominated by them in writing) has been provided and approved by <del>the relevant board</del> <u>Procurement Board</u> .
£500,000 or more and less than £2.5million	The award of these contracts shall be a Key Decision delegated to the relevant Service Director <del>/ Head of Service</del> in consultation with the relevant Portfolio Holder (following recommendation by the relevant Executive Director, S151 officer and Monitoring Officer) to award the contract provided: a) a written report by the relevant Service Director <del>/ Head of Service</del> (or such officers as nominated by them in writing) has been provided and approved by <del>the relevant board</del> <u>Procurement Board</u> ; and b) such decision have been made in accordance with Parts [] (Call-In) and [] (Forward Plan).
£2.5million or more	Contracts with a value in excess of £2.5million shall require Executive approval, which may be given as below. The Executive shall receive quarterly reports detailing contracts being procured and seeking delegated authority from Executive for the relevant <del>Service Director / Head of Service or Service Director</del> to award the contract following the procurement process in consultation with the relevant Portfolio Holder, S.151 Officer and the Monitoring Officer.

\* ~~Total Contract Value is the calculation of the estimated value of procurement based on the total amount payable, inclusive of VAT, including any renewals, extensions, any form of option and variation calculated in accordance with the Procurement Legislation. Please also refer to Paragraph 11.7.~~

## Contract Rules - Appendix B

### Financial thresholds and mandatory processes

Table showing the financial value thresholds at which processes become mandatory. The thresholds apply to contracts for works, supplies goods, and services, works, concession contracts and light touch contracts.

	<b>Total Value <del>inclusive</del> exclusive of VAT</b>	<b>Award Procedure</b>	<b>Advertising requirements</b>
A	£1,000 or more and less than <del>£10,000</del> <u>£25,000</u>	At least one quote must be sought from an appropriate source <del>via the Procurement Portal</del> .	None mandated.
B1	<u>Goods and Services:</u> <del>£10,000</del> £25,000 or more, and less than <del>the Threshold</del> <u>£100,000</u>	Invitations to quote must be sent via the Procurement Portal to at least three appropriate sources, including at least one SME* or VCSE* organisation (where appropriate and possible**).	<del>A Procurement contract notice awards in excess of £30,000 (inclusive of VAT)</del> must be published on the CDP
B2	<u>Works, Concession contracts and Light Touch contracts:</u> <u>£25,000 or more and less than £500,000</u>	<u>Invitations to quote must be sent via the Procurement Portal to at least three appropriate sources, including at least one SME* or VCSE* organisation (where appropriate and possible**).</u>	<u>A contract notice must be published on the CDP</u>
C	<u>Works, Concession contracts and Light Touch contracts:</u> <u>Above £500,000 and less than the Threshold</u>	<u>Full competitive tender process applies and at least five written tenders must be sought via the Procurement Portal.</u>	<u>An advert should be placed on the Portal together with information on the CDP</u>
E	<del>£100,000 or more and less than relevant procurement regulation threshold ***</del>	<del>Full competitive tender process applies and at least five written tenders must be sought via the Procurement Portal.</del>	<del>An advert should be placed on the Portal together with information on the CDP</del>

DD	<a href="#">Goods and Services Works, Concession contracts and Light Touch contracts:</a> <a href="#">Above Threshold</a> <a href="#">Relevant procurement regulation threshold*** or more</a>	Procurement Legislation Procedures apply– full competitive tender process with at least five written tenders sought (where appropriate) via the Procurement portal.	An advert should be placed on the CDP
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*\*SME (means an enterprise falling within the category of micro, small and medium-sized enterprises) or \*VCSE (means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.*

*\*\*The Council cannot give preference to SME/ VCSE or local contractors/suppliers, as there are legislative constraints and such a policy would be incompatible with Best Value. However, the Council recognises that there can be barriers limiting or restricting the ability of such smaller suppliers to compete for Council business. The Council will seek to reduce the impact of such barriers, where it can do so legally, without discrimination, and without placing unacceptable levels of risk on the Council.*

*\*\*\*There are three different procurement regulation thresholds for Works; Goods and Services; Light Touch Contracts. The latest values are published on Legal intranet page as updated from time to time.*

## Contract Rules - Appendix C

### Exclusion of competitive procurement process

The requirement to conduct a competitive procurement process is excluded in the circumstances detailed below.

	Circumstance	Written record and approval
A	The proposed contract is excluded under the Procurement Legislation.	Prior written approval from the Monitoring Officer is required <u>and where applicable prior approval has been granted by the relevant board.</u>
B	<u>Where the contract is governed by the Provider Selection Regime (PSR)</u>	<u>Key decisions must be recorded and the relevant process under PSR followed</u>
B	The proposed contract is being awarded under a Purchasing Scheme (refer to <u>8 above-11.12</u> ) of a type where <u>a no further competition is being undertaken, a competition</u> has already been undertaken on behalf of the Council or other public sector organisation; or	Prior written approval from the Monitoring Officer is required <u>and where applicable prior approval has been granted by the relevant board.</u>
C	The proposed contract is an extension to <u>or a variation of the scope of</u> an existing contract where the existing contract provides for such extension <u>or a variation or where the variation is a modification permitted under the Procurement Legislation.</u>	<u>For contract value below £50,000 prior written approval from the Monitoring Officer and S151 Officer is required.</u> <u>For contract value greater than £50,000, approval of the Monitoring Office and S151 Officer the Procurement Board, following the submission of an extension report to with Procurement Board with recommendation from Monitoring Officer and S151 Officer</u>
C	<u>The proposed contract is a variation of the scope of an existing contract where the existing contract provides for such a variation or where the variation is a modification permitted under the Procurement Legislation.</u>	<u>For contract value below the Threshold£50,000 prior written approval from the Monitoring Officer and S151 Officer is required.</u> <u>For contract value greater than the Threshold£50,000, approval of the relevant board, following the submission of an extension report to the relevant board with recommendation from Monitoring Officer and S151 Officer</u>

D	<p>The contract is for the following social care services:</p> <ul style="list-style-type: none"> <li>a) residential placements sought for an individual with a registered care provider of their choice;</li> <li>b) supported living services sought for an individual with an appropriate care and support provider of their choice under the National Health Service and Community Care Act 1990;</li> <li>c) individual school placements sought for a child with Special Educational Needs (SEN);</li> <li>d) social care packages managed by or on behalf of individual clients under the personalisation agenda;</li> <li>e) where certain needs of an individual (either an adult or a child) require a particular social care package, which is only available from a specific provider;</li> <li>f) residential placements sought for an individual under the Shared Lives scheme (or any equivalent scheme).</li> </ul>	<p>Service Directors <del>/Heads of Service</del> must ensure that a record of the reasons for the choice of provider is maintained on the individual's case notes.</p>
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*In the interests of clarity where an exemption is applied all contracts with an annual or total value of more than ~~the Threshold £50,000~~ must be approved by ~~the relevant board~~ Procurement Board.*