



PLYMOUTH CITY COUNCIL

Contract Standing Orders

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0. Introduction

0.1. Purpose of the document

- 0.1.1. The purpose of these Contract Standing Orders (CSOs) are to set out the governance framework for how the Council procures from third party suppliers for the provision of Supplies, Services and Works.
- 0.1.2. The CSOs set out the minimum requirements to be adhered to when the Council undertakes procurement activity and are to be read in conjunction with the accompanying Procedural Notes - see Appendix A.
- 0.1.3. The Procedural Notes explain how the minimum requirements are to be fulfilled and must be complied with as an extension to the CSOs, hereafter known collectively as 'CSOs.'
- 0.1.4. The CSOs are to be applied to ensure:
 - 0.1.4.1. Compliance with all relevant statutory provisions including the Public Contracts Regulations 2015 the Concession Contracts Regulations 2016 and The Health Care Services (Provider Selection Regime) Regulations 2023 as amended from time to time (the Regulations),
 - 0.1.4.2. Compliance with the Council's Constitution,
 - 0.1.4.3. Consideration is given to central government policy and guidance as part of procurement activity including Procurement Policy Notes,
 - 0.1.4.4. The principles of transparency, equal treatment, proportionality, non-discrimination, and mutual recognition are adhered to,
 - 0.1.4.5. The commercial interests of the Council are duly safeguarded along with the interests of elected members and officers,
 - 0.1.4.6. Probity and the sound reputation of the Council is maintained in respect of procurement and commercial arrangements,
 - 0.1.4.7. Robust commercial governance is in place with related risks duly understood, effectively managed, and mitigated,
 - 0.1.4.8. Fulfilment of Best Value Duty and maximising 'value for money' defined as the optimum balance of price, quality, and social value,
 - 0.1.4.9. The benefits of Council spending for the local economy, society, and environment (Social Value) is maximised,
 - 0.1.4.10. Procurements are undertaken in a sustainable and ethical manner,
 - 0.1.4.11. Minimising and wherever possible avoidance of fraud and / or malpractice in commercial matters,
 - 0.1.4.12. Efficient and proportionate use of Council time and resources.

0.2. When the CSOs apply

0.2.1. The CSOs apply where the Council expects to:

- 0.2.1.1. Spend money,
- 0.2.1.2. Offer other value, benefit, or opportunity to an external supplier.

0.2.2. CSO applies to:

- 0.2.2.1. Supplies, Services and Works,
- 0.2.2.2. New requirements,
- 0.2.2.3. The re-procurement of existing contracts,
- 0.2.2.4. The variation of existing contracts,
- 0.2.2.5. Capital and revenue expenditure,
- 0.2.2.6. The spending of grant funding,
- 0.2.2.7. The selection of grant funding delivery partners not stipulated by the funding body where a contractual relationship is being established which is not itself a grant agreement.

0.2.3. Where CSOs apply, the following procurement cycle must be followed:

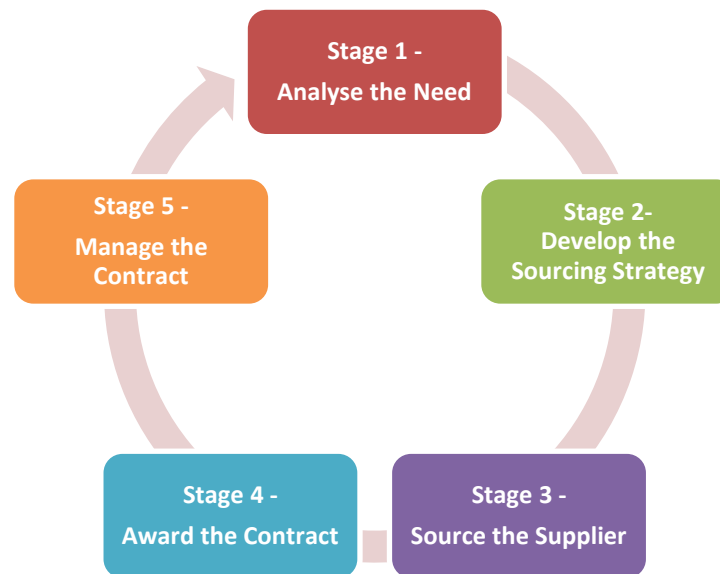


Figure. 1

0.3. When the CSOs do not apply

0.3.1. The following arrangements are exempt from CSOs:

- 0.3.1.1.** Appointment outside the Council's control, e.g. Appointment of external auditors; a supplier that a funding body requires the Council to use in the delivery of a project,
- 0.3.1.2.** Employment contracts,
- 0.3.1.3.** Specific licensing requirements e.g. TV License or Public Entertainment License,
- 0.3.1.4.** Planning and Highway Agreements, e.g. Section 106, 278 and 38,
- 0.3.1.5.** Allocation of Grant payments by the Council to third parties,
- 0.3.1.6.** Acquisitions and disposals of land or buildings,
- 0.3.1.7.** Individual budgets for personal care services,
- 0.3.1.8.** Financial dealings by the Chief Finance Officer in respect of dealing in money markets or obtaining finance for the Council,
- 0.3.1.9.** Contracts offered by the Head of Legal Services for the appointment of Counsel,
- 0.3.1.10.** Contracts where a sole supplier has exclusive rights e.g. alterations to statutory undertakers' apparatus,
- 0.3.1.11.** Disposal of surplus Goods / Supplies,
- 0.3.1.12.** Loan payments or loans from the Council to third parties provided on market terms (otherwise subsidy control considerations may apply),
- 0.3.1.13.** Where it is clear no need to go through a procurement process on the basis of other regulatory or legislative grounds e.g. The Service Subsidy Agreements (Tendering) (England) (Amendment) Regulations 2004 (S.I. 2004 No.609),
- 0.3.1.14.** Subscriptions to National Organisations e.g. Local Government Association,
- 0.3.1.15.** Contributions and/or subscriptions to Partnerships to which the Council is a member,
- 0.3.1.16.** Professional subscriptions where not having membership would detrimentally impact on the Council's ability to fulfil its purpose,
- 0.3.1.17.** Procurement of certain insurances not available on open market e.g. Marine.

0.3.2. Arrangements that are exempt from CSOs must still adhere to other relevant rules and regulations including Council governance procedures and the need to ensure robust contracting.

0.3.3. Where an arrangement is considered 'Sole Source' the *Procedural Note: Sole Source Arrangement* must be adhered to.

0.4. When CSOs can be Waived

- 0.4.1.** It should be the default position to follow the CSOs in all situations, but it is recognised that on occasions it may not be possible or in the best interest of the Council to do so.
- 0.4.2.** Where the CSOs cannot be followed a Waiver must be applied for in accordance with the *Procedural Note: CSOs Waiver*.
- 0.4.3. Only waivers which relate to Council Procurement rules can be authorised, national laws and regulations must be complied with at all times.**
- 0.4.4.** A waiver will only be considered in the event of the following situations:
- 0.4.4.1.** A **Breach or Conflict of Statutory Duties** would arise if CSOs were applied, and / or,
 - 0.4.4.2.** In the case of **legal hearings, planning appeals and public examinations etc**, where there is a need for a supplier who previously provided advice to the Council to provide evidence and support to the Council at the hearing, appeal, or public examination in relation to that advice, and/or,
 - 0.4.4.3. Unavoidable / Time Critical** considerations that would result in negative **Reputational Implications** or lost opportunity for grant funding to the Council if the action outlined within the waiver request is not followed and / or,
 - 0.4.4.4.** Detriment to **Personal Welfare of Service Users**, where there is a likelihood that vulnerable service user(s) would be placed in unnecessary or inappropriate risks if the proposed actions within the waiver request are not undertaken and/or,
 - 0.4.4.5.** Evidence of **Limited Market** that negates wider public interest.
- 0.4.5.** A waiver must be authorised in accordance with the table below:

Table 1:

Consideration	Total Estimated Contract Value				
	Up to £15,000	Over £15,000 up to £50,000	Over £50,000 up to £200,000*	Over £200,000 up to £500,000*	Over £500,000*
Authorisation Level	Head of Service	Head of Service	Service Director/ Strategic Director	Monitoring Officer and Section 151 Officer	Cabinet
Documentation	No formal requirement	CSO Waiver Authorisation Form	CSO Waiver Authorisation Form	CSO Waiver Authorisation Form	<ul style="list-style-type: none"> • CSO Waiver Authorisation Form • Cabinet Paper**

					• EIA
Publication of Decision	No	No	No	No	Yes
Decision subject to call in	No	No	No	No	Yes

*Subject to compliance with relevant GPA threshold

** Where information is confidential Part I and Part II papers should be used

0.5. Emergencies

0.5.1. In the event of an 'Emergency' the Chief Executive and Monitoring Officer can authorise the progressing of work as required.

0.5.2. Officers in consultation with the Monitoring Officer can authorise the progressing of work as required in accordance with the table below:

Table 2:

Consideration	Total Estimated Contract Value			
	Up to £15,000	Over £15,000 up to £500,000	Over £500,000 up to £3,000,000	Over £3,000,000 or Key Decision
Authorisation Level	Strategic Director/ Service Director	Strategic Director/ Service Director	Strategic Director/ Service Director	Strategic Director/ Service Director
Stage I - Taking of Decision				
Documentation	No formal requirement	CSO Emergency Decision Form	CSO Emergency Decision Form	CSO Emergency Decision Form

Publication of Decision	No	No	No	No
Decision subject to call in	No	No	No	No
Stage 2- Scrutiny of Decision				
Documentation	N/A	N/A	<ul style="list-style-type: none"> • CSO Emergency Decision Form • Executive Decision * • EIA 	<ul style="list-style-type: none"> • CSO Emergency Decision Form • Cabinet Paper* • EIA
Publication of Decision	N/A	N/A	Yes	Yes
Decision subject to call in	N/A	N/A	Yes	Yes

* Where information is confidential Part I and Part II papers should be used.

0.5.3. The work authorised under these emergency provisions should be limited to those supplies, services, or works strictly necessary to mitigate immediate risks. Any further work required must follow the standard procedures of CSO.

0.6. Breaches and Non-Compliance

0.6.1. The consequences of not applying due process in how contracts and commercial arrangements are established can be significant.
Compliance with the CSOs is mandatory.

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

0.6.3. It is the responsibility of Responsible Officers (including those with line management responsibilities) to address non-compliance swiftly and in the most appropriate way according to the nature of the non-compliance.

0.6.4. In the event of a suspected breach reference should be made to *Procedural Note: Breach of Contract Standing Orders*.

0.6.5. Means of reporting concerns can also be raised anonymously in line with the Council’s Whistleblowing Policy.
<http://documentlibrary/documents/Policy%20-%20whistleblowing.pdf>

0.6.6. Any potential misuse or non-compliance of the CSOs will be formally logged and must be acknowledged by the appropriate officer in accordance with the table below:

Table 3:

Consideration	All Total Estimated Contract Values
Acknowledgement Level	Head of Service
Documentation	CSO Declaration of Non-Compliance
Publication of Acknowledgement	No
Acknowledgement subject to call in	No

0.6.7. Instances of non-compliance will be reported to senior management on a regular basis, with a six-monthly report sent to the Corporate Management Team

0.6.8. Non-compliance with the CSOs may result in the Council’s Disciplinary Policy and Procedure being applied. In respect of wilful, negligent, repeated, or other serious breaches this could result in significant sanctions and even dismissal.
http://documentlibrary.plymcc.local/documents/Policy_and_procedure_disciplinary.docx.pdf

I. Stage I- Analyse the Need

I.1. Stage Introduction

- I.1.1.** Before any procurement activity is undertaken an analysis of the business need must be completed. This analysis must be undertaken on a requirement-by-requirement basis and applies to both new requirements as well as existing contracts requiring re-procurement. This analysis must consider the following:

I.2. Engagement with Subject Matter Experts

- I.2.1.** Relevant subject matter experts within the Council including but not limited to, Procurement, Health and Safety, Finance, Legal Services, and Democratic Support must be engaged at the earliest opportunity to support the definition of the business need and to provide advice and guidance on any risks and mitigations relevant to their area of expertise where it is appropriate to do-so. The Responsible Officer shall be responsible for carrying out appropriate due diligence on their requirement and to take any subject matter expert recommendations into consideration when making decisions.
- I.2.2.** Where appropriate subject matter experts should continue to be consulted at appropriate times throughout the procurement process and during the delivery of the contract.
- I.2.3.** Any gaps in the Council's internal expertise must be noted in the business need analysis and plans for the appropriate mitigation of any associated risks put in place.

I.3. Early Market Engagement

- I.3.1.** Where appropriate the gathering of market intelligence through early market engagement is permitted and encouraged with the intention to inform the definition of the business need and subsequent sourcing strategy
- I.3.2.** All early market engagement must comply with the principles of transparency, equal treatment, proportionality, non-discrimination and mutual recognition and care must be taken to ensure that it is undertaken in accordance with the Regulations where applicable.

I.4. Alternative Delivery Options

- I.4.1.** Alternative options to the procurement of supplies, services or works should be considered as part of the business needs analysis including challenging the need itself. **If a clear business case cannot be made for a given requirement it should not be procured.**
- I.4.2.** The costs and benefits of any alternative options considered should be documented including any impact on the local economy, community, and environment.

I.5. Calculation of Estimated Total Contract Value

- I.5.1.** When estimating the total contract value, the estimate shall be:
 - I.5.1.1.** For the whole duration of any anticipated contract including any form of option or renewal of the contract explicitly set out in the procurement documents,
 - I.5.1.2.** For the timeframe duration of I.5.1.1, cover the whole life cost of the business need, from the initial definition through to the end of useful life including any maintenance, servicing, consumables, licences, decommission and disposal,
 - I.5.1.3.** Net of Value Added Tax (VAT),
 - I.5.1.4.** The value of any non-monetary consideration, benefit, or opportunity the Council is giving,
 - I.5.1.5.** The value of anything the Council is getting for free as part of the contract.
- I.5.2.** In the case of Concession contracts, the total anticipated turnover a supplier could make on the contract exclusive of VAT.
- I.5.3.** In the case of Framework Agreements and Dynamic Purchasing Systems, the maximum estimated value, exclusive of VAT, of all the contracts envisaged for the total term of the framework agreement or the dynamic purchasing system.
- I.5.4.** In the case of Public Works contracts, the cost of the works and the total estimated value of the supplies and services that are made available to the contractor by the contracting authority provided that they are necessary for executing the works.
- I.5.5.** In the case of Public Supply or Service contracts which are regular in nature, or which are intended to be renewed within a given period, the total actual value of the contract of the same type during the preceding 12 months or financial year adjusted, where possible, to take account of the changes in quantity or value which would occur in the course of the 12 months following the initial contract.

- I.5.6.** The estimate shall be calculated at the moment a call for competition is submitted or the procurement procedure commences.
- I.5.7.** If an estimated total contract value cannot be calculated it is deemed to be equal to the relevant threshold amount as set out in the Regulations.
- I.5.8.** The choice of the method used to calculate the estimated value of a contract shall not be made with the intention of circumventing the thresholds as set out in the Regulations and CSOs.
- I.5.9.** A contract shall not be undervalued or subdivided with the intention of circumventing the thresholds as set out in the Regulations and CSOs.

I.6. Funding Sources

- I.6.1.** A source or sources of funding must be identified which will sufficiently cover the estimated total contract value.
- I.6.2.** Where the use of external funding is being considered care must be taken to ensure any funding conditions are satisfied and complied with. This may require consultation with subject matter experts before funding is applied for.
- I.6.3.** Where the use of capital funding is being considered, the Responsible Officer must ensure that the requirement has been formally registered onto the Capital Programme before the procurement commences.
- I.6.4.** The identified funds should be secured and available for commitment prior to any procurement activity being undertaken. The only exception to this is where a procurement activity is required as part of a grant funding bid. For example, to secure a delivery partner or to demonstrate to a funding body that a preferred supplier is ready to be engaged.
- I.6.5.** Where secured and available funding falls short of the estimated total contract value, a funding strategy must be developed and submitted for approval as part of the authority to procure decision.

I.7. Conflicts of Interest

- I.7.1.** Consideration must be given as to whether any conflict of interest exists or could potentially exist, directly or indirectly, between any individual involved in the procurement activity and any supplier(s) who may be interested in the opportunity or any person(s) that might be affected by the outcome of the procurement.
- I.7.2.** Consideration must be given on a requirement-by-requirement basis and should also include whether any perceived conflict could exist.
- I.7.3.** Any actual or perceived conflicts identified should be captured and a management plan developed to a level of detail and in a format appropriate to the extent of the risk, taking into consideration:
 - I.7.3.1.** The nature of the requirement,
 - I.7.3.2.** The nature of the supply market,
 - I.7.3.3.** Estimated contract value,
 - I.7.3.4.** Route to market,
 - I.7.3.5.** The nature of the conflict,

I.8. Authority To Procure

- I.8.1.** Where the outcome of the business need analysis determines that a procurement activity is required, approval to procure must be obtained.
- I.8.2.** The table below sets out the Council's minimum requirements when approving a decision to procure.
- I.8.3.** The requirements are based on total estimated contract value (Ex. VAT) however officers should also consider the specifics of their requirement and consider whether a higher level of approval is more appropriate.
- I.8.4. No procurement can commence without the appropriate 'Authority to Procure' authorisation.**

Revenue Spend- Table 4:

Consideration	Total Estimated Contract Value				
	Up to £50,000	Over £50,000 up to £200,000	Over £200,000 up to £500,000	Over £500,000 up to £3,000,000 *	Over £3,000,000 or Key Decision*
Authorisation level	Responsible Officer	Head of Service	Service Director/ Strategic Director	Portfolio Holder*	Cabinet* or The Leader*
Documentation	No formal requirement	Business Case	Business Case	<ul style="list-style-type: none"> • Business Case** • Executive Decision • EIA 	<u>Cabinet:</u> <ul style="list-style-type: none"> • Business Case • Cabinet Paper ** • EIA • Climate Impact Assessment*** <hr/> <u>The Leader:</u> <ul style="list-style-type: none"> • Business Case • Executive Decision** • EIA • Climate Impact Assessment***
Publication of Decision	No	No	No	Yes	Yes
Subject to call in	No	No	No	Yes	Yes
Published on the Forward Plan	No	No	No	Yes, if decision: <ul style="list-style-type: none"> • Is 'Key,' • Will be discussed at a public meeting where information is withheld within a Part II paper, • Will require the delegation of powers to implement, An entry must appear on the forward plan 28 days before the decision is made.	

- *Cabinet and Cabinet Members can delegate their authority to award and vary contracts to officers as part of a business case
- ** Where information is confidential Part I and Part II papers should be used
- *** Where Key Decision

Capital Spend- Table 5:

- 1.8.5.** No procurement can commence without the appropriate ‘Authority to Procure’ authorisation which, for capital projects forms part of the registration of the requirement on the Capital Programme.
- 1.8.6.** Where a capital project will require multiple individual procurement activities only authorisation of a single overarching business case is necessary in accordance with the Council’ Capital Programme governance requirements as below:

Consideration	Total Estimated Project Value	
	Up to £200,000	Over £200,000
Authorisation level	Section 151 Officer	Cabinet* or The Leader*
Documentation	To be confirmed by Finance	<u>Cabinet:</u> <ul style="list-style-type: none"> • Capital Investment Business Case • Cabinet Paper** • EIA • Climate Impact Assessment <hr/> <u>The Leader:</u> <ul style="list-style-type: none"> • Capital Investment Business Case • Executive Decision** • EIA

		• Climate Impact Assessment
Publication of Decision	No	Yes
Subject to call in	No	Yes
Published on the Forward Plan	No	Yes An entry must appear on the forward plan 28 days before the decision is made.

*Cabinet and Cabinet Members can delegate their authority to award and vary contracts to officers as part of a business case

** Where information is confidential Part I and Part II papers should be used

2. Stage 2: Develop the Sourcing Strategy

2.1. Stage Introduction

- 2.1.1 The procurement route to market may be determined as part of *Stage 1 - Analyse the Need* where the requirement has been sufficiently defined but is not a condition of Stage 1 approval and can be developed as part of *Stage 2 - Develop the Sourcing Strategy*.
- 2.1.2 At whichever stage, the procurement route to market is determined it must be developed on a requirement-by-requirement basis and consider the following:

2.2. Grant / Funding Conditions

- 2.2.1. Consideration must be given to any procurement or contract conditions set as part of any grant or other external funding agreements. Care shall be taken to ensure the funding conditions are satisfied and complied with to avoid risk to the loss of the funding being made in full or in part to the Council.
- 2.2.2. Funders should be consulted where there is uncertainty as to whether a sourcing strategy will satisfy the conditions including a direct award.

2.3. Route to Market Hierarchy

- 2.3.1. The following routes to market are listed in order of general Council preference but Officers must always consider which route offers best value for money:
- 2.3.1.1. **Use of in-house provision-** where the capability and capacity of an internal department satisfies the requirement,
 - 2.3.1.2. **Use of an existing Council contract/ commercial arrangement-** where a contract already covers the requirement or can be reasonably varied to include it in accordance with the Council's contract variation process,

Information on current Council contracts can be found on the Council's published contract register here:
www.supplyingthesouthwest.org.uk
 - 2.3.1.3. Officers must take notice of Council contracts which grant suppliers exclusivity and assess the risk of non-compliance where another route to market is preferred,

- 2.3.1.4. Use of Council Teckal company arrangements-** The Council has a number of teckal companies which it has established to fulfil its various functions, and these should be used where a company already offers the requirement or could reasonably do-so within the remit of its existing responsibility. This step may also include discussions relating to the appropriateness of establishing of a new company.
- 2.3.1.5. Run a new procurement activity-** via an independent procurement process, framework or DPS, whichever represents best value for money.
- 2.3.1.5.1.** It is the Council's default position that the running of a competitive multi-supplier process will deliver best value for money and should be pursued wherever possible. Robust justification must be documented where a direct award sourcing strategy is pursued.
- 2.3.1.5.2.** When running a new procurement activity, the decision on which route to follow should be based on which offers best value for money. Factors to be considered in this decision-making, include but are not limited to:
- Compliance with Procurement Regulations and CSO,
 - The subject matter of the requirement,
 - The scope of the requirement,
 - The frequency of the requirement,
 - The contract period/delivery timescales,
 - The estimated total contract value,
 - The contract budget,
 - The minimum quality level,
 - The Council's buy local and SME agendas,
 - The Council's Social Value Policy,
 - Wider Council strategic objectives,
 - Process complexity and flexibility,
 - The level of market interest,
 - Opportunities for savings,
 - Contracting options,
 - Resource demands (whole life),
 - Other route specific costs and benefits,

2.4. Independent Procurement Process

2.4.1. Sourcing Requirements

2.4.1.1. The table below sets out the Council's standard minimum sourcing requirements when undertaking an independent procurement process. This table should be read in conjunction with *Procedural Note: Buy Local*.

2.4.1.2. The requirements are based on total estimated contract value (Ex. VAT) however Officers must also consider the specifics of their requirement and consider exceeding these minimums where it is relevant and proportionate to do-so.

Table 6:

Consideration	Total Estimated Contract Value			
	Up to £15,000	Over £15,000 up to £50,000	Over £50,000 up to relevant GPA threshold*	Over relevant GPA threshold
Level of Competition	Source one written Quotation	Seek two written quotations	Seek three written quotations/ tenders	Undertake Regulatory procedure
Buy Local Agenda	from PL Postcode where possible	At least one from PL Postcode where possible	Two from PL Postcode where possible	Engage PL Postcode suppliers where possible
SME Agenda	Engagement with SMEs should be maximised where possible			
Social Value	Discretionary but to be included where possible	Discretionary but to be included where possible	Discretionary but to be included where possible	Mandatory where relevant
Advertisement	Optional	Optional	Optional	In accordance with Regulation procedure

*Where the initial contract value estimate is within 10% of the relevant GPA Threshold, a procedure in accordance with the Regulations should be undertaken.

- 2.5.1.3 Running an independent procurement process can only be undertaken by officers who have been explicitly authorised to do-so. See *Procedural Note- Procurement Self-Service*.
- 2.5.1.4 Confirmation as to whether the Regulations will apply to a procurement activity and if so, the relevant threshold and applicable sections must be given by Procurement on a requirement-by-requirement basis.
- 2.5.1.5 Copies of the Regulations and Current GPA Thresholds can be found here: [Legislation.gov.uk](https://legislation.gov.uk)
- 2.5.1.6 The GPA Thresholds are inclusive of VAT therefore to maintain consistency with internal governance processes and assure compliance with Regulatory procedures, the highest government VAT rate is assumed for all types of requirement for the purposes of decision-making. E.g. 20%. However, where it would be in the best interests of the Council to determine the exact VAT rate for a given requirement and procure on that basis, the Council will.

2.5. Frameworks/ DPS

- 2.5.1. Due diligence must be undertaken on any framework or DPS on a requirement-by-requirement basis to ensure it is suitable and can be used in a manner which complies with the Regulations and the Council's CSOs. This review must be undertaken by Procurement and sign off, of the framework or DPS given prior to use.
- 2.5.2. Running a further competition is the preferred route to market when using a framework on the basis it will maximise the opportunity to secure best value. Robust justification must be documented where a direct award under a framework is made.
- 2.5.3. Procurement activity under a framework or DPS can only be undertaken by officers who have been explicitly authorised to do-so.
- 2.5.4. Due regard must still be given to the Council's standard minimum sourcing requirements as set out in *table 6* and complied with where possible.
- 2.5.5. Standard internal governance procedures apply when using any framework or DPS except for legal services frameworks explicitly exempted by the Monitoring Officer.

2.6. Pre-Procurement Market Engagement

- 2.6.1.** In addition to any early market engagement undertaken at *Stage 1 - Analyse the Need*, Officers should consider whether there is a benefit to undertaking pre-procurement market engagement. Such engagement is permitted and encouraged where it is relevant and proportional to do so and can take a number of forms depending on the intended purpose and desired outcomes, such as:
- 2.6.1.1.** Notifying the market about a future opportunity i.e. Prior Information Notice,
 - 2.6.1.2.** Seeking market interest for an upcoming opportunity i.e. Expression of Interest activity or call for competition,
 - 2.6.1.3.** Seeking feedback on an indicative specification or sourcing strategy i.e. soft market test,
 - 2.6.1.4.** Warming up potential suppliers i.e. Bidder's Day or similar engagement session,
- 2.6.2.** Any pre-procurement market engagement must comply with the principles of transparency, equal treatment, proportionality, non-discrimination and mutual recognition and care must be taken to ensure that it is undertaken in accordance with the Regulations where applicable.

2.7. Sourcing Documentation

- 2.7.1.** Council policies and corporate strategies and standards relevant to the subject matter of the requirement should be consulted prior to the drafting of sourcing documentation. Relevant policies and corporate strategies may include, and cover topics such as:
- Health and safety,
 - The Corporate Plan,
 - Buy local agenda,
 - Social Value Policy,
 - Net zero action plan,
 - Equality and diversity,
 - Modern Slavery Policy,
 - Data protection,
- 2.7.2.** Documentation to be issued as part of a procurement activity must clearly and precisely set out the Council's requirement and be of sufficient quality to enable suppliers to submit accurate and unqualified offers.
- 2.7.3.** Documentation should be produced electronically in a format that is appropriate and proportionate for the route to market.

2.7.4. Formal Council templates should be used to ensure completeness and consistency of approach.

2.7.5. Where a framework or DPS provider offers their own templates, these may be used with oversight by Procurement.

2.8. Systems

2.8.1. All procurement activity must be undertaken electronically using systems that are appropriate and proportionate for the route to market.

2.8.2. The Council's formal e- procurement system must be used for all procurement activity that is advertised and subject to the Regulations.

2.8.3. Where a framework or DPS provider offers use of their own portal, this may be used with oversight by Procurement.

2.9. Advertisement

2.9.1. The advertisement of procurement opportunities shall be in line with the thresholds as set out in *Table 6*.

2.9.2. Where advertisement is 'optional' the decision must be based on best value for money taking into consideration the nature and value of the requirement and all process costs and benefits.

2.9.3. Advertisements must be made in accordance with the following publication scheme:

Table 7:

	Total Estimated Contract Value		
	Up to £25,000	Over £25,000 up to relevant GPA threshold	Over relevant GPA threshold
Advertisement platform	Council's e-procurement system	Council's e-procurement system Contracts Finder	Council's e-procurement system Contracts Finder Find a Tender

2.9.4. Care must be taken to ensure that advertisement it is undertaken in accordance with the Regulations, where applicable.

2.9.5. Where a framework or DPS is used, the advertisement rules of that specific route to market must be complied with.

2.10. Timescales

2.10.1. Quotation and Tender timescales for submission shall be reasonable, sufficient, and proportional to enable Suppliers to submit a suitable response and facilitate genuine competition.

2.10.2. Any procurement activity above the relevant GPA threshold must comply with the relevant timescales as set out in the Regulations.

2.11. Terms and Conditions

2.11.1. Wherever possible and appropriate to do so, contracts shall be based on the Council's standard Terms and Conditions, related to the subject matter of the contract.

2.11.2. Specialist Terms and Conditions can be used, subject to agreement with Procurement and in consultation with Legal Services where required.

2.11.3. Terms and Conditions shall be stated and disclosed within the Sourcing Documentation.

2.12. Sourcing Strategy Decisions

2.12.1. The table below sets out the Council's minimum requirements when approving a sourcing strategy.

2.12.2. The requirements are based on total estimated contract value (Ex. VAT) however officers should also consider the specifics of their requirement and consider whether a higher level of approval is appropriate.

2.12.3. No procurement can commence without the appropriate 'Sourcing strategy decision' authorisation.

Table 8:

Consideration	Total Estimated Contract Value		
	Up to £50,000	Over £50,000 up to £200,000	Over £200,000
Authorisation level	Responsible Officer	Head of Service	Service Director/ Strategic Director
Documentation	No formal requirement	Sourcing Strategy	Sourcing Strategy
Publication of Decision	No	No	No
Decision subject to call in	No	No	No

3. Stage 3: Source the Supplier

3.1. Stage Introduction

- 3.1.1. Following authorisation of the sourcing strategy the procurement must be issued in accordance with the sourcing strategy and comply with the Regulations where applicable.

3.2. Communication

- 3.2.1. Communication with suppliers as part of any procurement activity must be in accordance with the process as published in the sourcing documentation and adhere to the principles of transparency, equal treatment, proportionality, non-discrimination, and mutual recognition.
- 3.2.2. Where procurement activity is undertaken using the Council's e-procurement System all communication must be made via that System. **No direct communication between the Responsible Officer (or their representatives) and Suppliers must take place to preserve the integrity of the process.**

3.3. Receipt of Quotations / Tenders

- 3.3.1. Requests to participate, quotations and tenders must be received in accordance with the submission instructions published in the sourcing documentation.
- 3.3.2. Requests to participate, quotations and Tenders received after the submission deadline or not otherwise in accordance with the submission instructions should be assessed in line with *Procedural Note: Late Submissions*.

3.4. Evaluation

- 3.4.1. Requests to participate, quotations and tenders should not be opened until the submission deadline has passed.
- 3.4.2. Any individual who is appointed as an evaluator must have the appropriate skills and experience to ensure transparency and robustness of the process.

- 3.4.3.** Requests to participate, quotations and tenders will be evaluated in accordance with the evaluation criteria and methodology as published in the sourcing documentation.
- 3.4.4.** Evaluations must be undertaken using formal Council templates and in line with Procurement guidance to ensure a consistent, fair, and transparent approach.
- 3.4.5.** Where information within a request to participate, quotation or tender is felt to be missing or erroneous reference should be made to *Procedural Note: Missing or Erroneous Information*.

4. Stage 4: Award the Contract

4.1. Stage Introduction

- 4.1.1. The Council is under no obligation to award a contract(s) at the conclusion of a procurement activity.
- 4.1.2. Where the Council makes the decision not to award a contract, a written record of the reasons for the decision should be made.
- 4.1.3. Contracts must be awarded in accordance with the process as published in the sourcing documentation and comply with the Regulations where applicable.

4.2. Contract Award Decisions

- 4.2.1. The table below sets out the Council's minimum requirements when awarding a contract.
- 4.2.2. The requirements are based on total contract value (Ex. VAT) however officers should also consider the specifics of their proposed contract and consider whether a higher level of approval is more appropriate.
- 4.2.3. No contract can be committed without the appropriate 'contract award decision' authorisation.

Table 9:

Consideration	Total Estimated Contract Value				
	Up to £50,000	Over £50,000 up to £200,000	Over £200,000 up to £500,000	Over £500,000 up to £3,000,000	Over £3,000,000 or Key Decision
Authorisation level	Responsible Officer	Head of Service	Service Director/ Strategic Director	Portfolio Holder*	Cabinet* or The Leader*

Contract Award	Procurement Checklist	Contract Award Report	<ul style="list-style-type: none"> • Contract Award Report • Climate Impact Assessment** 	<ul style="list-style-type: none"> • Contract Award Report • Executive Decision** • EIA • Climate Impact Assessment*** 	<u>Cabinet</u> <ul style="list-style-type: none"> • Contract Award Report • Cabinet Paper** • EIA • Climate Impact Assessment*** <u>The Leader:</u> <ul style="list-style-type: none"> • Contract Award Report • Executive Decision ** • EIA • Climate Impact Assessment***
Publication of Decision	No	No	No	Yes	Yes
Decision subject to call in	No	No	No	Yes	Yes
Published on the Forward Plan	No	No	No	Only where not added at Stage I. See Stage I for details	

* Where a contract award decision has been delegated at Stage I, a Contract Award Report must be completed, and the named officer must make and publish an Officer Executive Decision to use the delegation. This decision will not be key and will not be subject to call-in.

** Where information is confidential Part I and Part II papers should be used

*** Where decision is capital and/or Key

4.3. Notification of Award

- 4.3.1.** The Council's decision to award a contract (or otherwise) should be communicated to the Suppliers who have taken part in a procurement activity at the earliest opportunity and prior to the publication of the decision into the public domain.
- 4.3.2.** Notification must be in writing using formal Council templates and in line with Procurement guidance to ensure a consistent, fair, and transparent approach.
- 4.3.3.** Where a mandatory standstill period does not apply, consideration should be given as to whether a voluntary standstill should be implemented.

4.4. Contract Arrangements

- 4.4.1.** Contracts are to be executed in accordance with the table below:

Table 10:

Consideration	Total Contract Value				
	Up to £50,000	Over £50,000 up to £200,000	Over £200,000 up to £500,000	Over £500,000 up to £3,000,000	Over £3,000,000 or Key Decision
Contract Signatory	Strategic Director/ Service Director*	Strategic Director/ Service Director*	Service Director/ Strategic Director*	Strategic Director/ Service Director*	Strategic Director/ Service Director*
Form of Contract	Council Purchase Order or Formal Contract Agreement	Council Purchase Order or Formal Contract Agreement or Sealed Contract**	Formal Contract Agreement or Sealed Contract**	Formal Contract Agreement or Sealed Contract**	Formal Contract Agreement or Sealed Contract**

* Strategic and Service Directors can delegate their authority to sign contracts to officers.

** See below for when a Sealed Contract is required

- 4.4.2. In the event of any ambiguity as to the appropriate level of authorisation required; the overarching Financial Regulation 24.3 will take precedence.
- 4.4.3. All contracts must be in writing.
- 4.4.4. Contracts shall be executed as a deed (Sealed Contract) if they are:
 - 4.4.4.1. For Works contracts (e.g. construction), or
 - 4.4.4.2. Where the Council may wish to enforce the contract more than six years after its end; or
 - 4.4.4.3. Nil consideration or the price paid or received under the contract is a nominal price and does not reflect the value of the supplies or services; or
 - 4.4.4.4. the Total Value exceeds £1,000,000; or
 - 4.4.4.5. legally required to be executed as a deed or if the Head of Legal Services advises they must be executed as a deed; or
 - 4.4.4.6. probate.
- 4.4.5. Only Legal Services can execute documents as deed (Sealed Contract) by affixing the Council’s seal.
- 4.4.6. Formal Contract Agreements or Sealed Contracts must be signed by all parties. Electronic signatures may be used in accordance with the Electronic Signature Regulations 2002 provided assurance the arrangements are secure. Currently the Council cannot execute its part of Sealed Contracts electronically.

4.5. Contract Publication Requirements

- 4.5.1. The table below sets out the Council’s minimum contract publication requirements in accordance with the Regulations and wider Local Government Transparency requirements. Values EX VAT:

Table 11:

Consideration	Total Contract Value			
	Up to £5,000	Over £5,000 up to £25,000	Over £25,000 up to relevant GPA threshold	Over relevant GPA threshold
Council Contract	No	Yes	Yes	Yes

Register				
UK Government Portal	No	No	Contracts Finder	Find a Tender <i>and</i> Contracts Finder

4.5.2. The scope and timing of the information to be published must comply with the minimum requirements as set out in the Regulations and wider Local Government Transparency requirements, where applicable, subject to the consideration of any prescribed exemptions.

5. Stage 5- Manage the Contract

5.1. Stage Introduction

5.1.1. Once the contract has been executed full ownership and responsibility for the delivery of the contract transfers to the Responsible Officer and their wider department.

5.2. Contract Management and Monitoring

5.2.1. Every Council contract must have a designated Contract Manager. If a Contract Manager leaves the Council's employment, responsibility must be formally allocated to another officer.

5.2.2. Any Officer who is appointed a Contract Manager must have the appropriate skills and experience to ensure delivery of the Council's requirement in accordance with the contract.

5.2.3. Contract management and monitoring arrangements shall be undertaken in a manner that is relevant and proportionate to the benefits and the risks associated with the specific requirement.

5.2.4. Contract Managers should also consider how the contract may be continuously improved over its duration.

5.3. Take up of Contract Options

5.3.1. This section applies where a contract option was clearly, precisely, and unequivocally provided for in the initial procurement documentation and formed part of the original contract award decision.

5.3.2. The take up of contract option(s) must be actioned in accordance with the terms of the relevant contract or framework agreement and comply with the Regulations, where applicable.

5.3.3. The take up of all contract options shall be in writing and executed in the same manner as the original contract.

5.3.4. The table below sets out the Council's minimum requirements when taking up a contract option:

Table 12:

Consideration	All Option Value
Authorisation Level	Contract Manager
Documentation	Contract Option Take Up Form
Publication of Decision	No
Decision subject to call in	No

5.4. Contract Variations

- 5.4.1.** This section applies where the Council is looking to vary an existing contract or framework agreement, where the proposed variation is outside of the scope of the initial procurement and did not form part of the original contract award decision.
- 5.4.2.** All variation must be actioned in accordance with the terms of the relevant contract or framework agreement and comply with the Regulations, where applicable.
- 5.4.3.** All variations shall be in writing and executed in the same manner as the original contract.
- 5.4.4.** No contract/ framework agreement can be varied without the appropriate 'variation decision' authorisation in accordance with the table below:

Table 13:

Consideration	Total Variation Value				
	Up to £50,000	Over £50,000 up to £200,000	Over £200,000 up to £500,000	Over £500,000 up to £3,000,000	Over £3,000,000 or Key Decision
Authorisation level	Responsible Officer	Head of Service	Service Director/ Strategic Director	Portfolio Holder*	Cabinet* or The Leader*
Documentation	Contract Variation Authorisation Form	Contract Variation Authorisation Form	Contract Variation Authorisation Form	<ul style="list-style-type: none"> • Contract Variation Authorisation Form • Executive Decision** 	<u>Cabinet</u> <ul style="list-style-type: none"> • Contract Variation Authorisation Form • Cabinet Paper** • EIA <u>The Leader:</u> <ul style="list-style-type: none"> • Contract Variation Authorisation Form • Executive Decision ** • EIA
Publication of Decision	No	No	No	Yes	Yes
subject to call in	No	No	No	Yes	Yes
Published on the Forward Plan	No	No	No	Only where not added at Stage I. See Stage I for details	

* Where a contract variation decision has been delegated at Stage I a Contract Variation Authorisation Form must be completed and the named officer must make and publish an Officer Executive Decision to use the delegation. This decision will not be key and will not be subject to call-in.

** Where information is confidential Part I and Part II papers should be used.

5.5. Contract Novation/ Assignment

5.5.1. The transfer of the rights and/or obligations of a party to a contract, which the Council has a formal interest in, to another party may be considered in accordance with this section.

5.5.2. Any novation/ assignment must be actioned in accordance with the terms of the relevant contract and comply with the Regulations, where applicable.

5.5.3. All novations/assignments shall be in writing.

5.5.4. Change of Supplier

5.5.4.1. Where a supplier requests the novation or assignment of their contract with the Council to another supplier, the Council’s Contract Manager, in consultation with relevant subject matter experts must ensure that sufficient due diligence is carried out to give the Council confidence that the new supplier is sufficiently capable and that the contract will be delivered to the same or a comparable standard as originally contracted.

5.5.4.2. The level of due diligence required is to be determined on a contract-by-contract basis relevant and proportionate to the nature and value of the contract.

5.5.4.3. Novation of a Council contract to a new supplier must be executed in accordance with the table below:

Table 14:

Consideration	Novated Contract Value
	All values
Authorisation Level	Contract Manager
Documentation	Contract Novation or Assignment Review Form

5.5.5. Change of Contracting Authority

5.5.5.1. Where the Council wishes to novate or assign its contract with a supplier to another contracting authority, such as one of its arms-length companies, the Contract Manager in consultation with relevant subject matter experts, will provide sufficient assurances to the supplier and the organisation as to the appropriateness of the transfer and support the transition of the contract.

5.5.5.2. Novation of a contract from the Council to a new contracting authority must be executed in accordance with the table below:

Table 15:

Consideration	Novated Contract Value
	All values
Authorisation Level	Contract Manager
Documentation	Contract Novation or Assignment Review Form

5.5.6. Acceptance of Novated or Assigned Contracts

5.5.6.1. Where an organisation, such as a Council partner requests the novation or assignment of their contract with a supplier to the Council, a Council Contract Manager must be nominated who, in consultation with relevant subject matter experts, must ensure that sufficient due diligence is carried out to give the Council confidence that becoming a party to the contract is in the best interests of Council and any risks are minimised to an acceptable level.

5.5.6.2. The level of due diligence required is to be determined on a contract-by-contract basis relevant and proportionate to the nature and value of the contract.

5.5.6.3. The acceptance of a novated or assigned contract must be made in accordance with the table below:

Table 16:

Consideration	Total Contract Value				
	Up to £50,000	Over £50,000 up to £200,000	Over £200,000 up to £500,000	Over £500,000 up to £3,000,000 *	Over £3,000,000 or Key Decision***
Authorisation level	Responsible Officer	Head of Service	Service Director/ Strategic Director	Portfolio Holder*	Cabinet* or The Leader*
Documentation	Contract Novation or Assignment Authorisation Form	Contract Novation or Assignment Authorisation Form	Contract Novation or Assignment Authorisation Form	<ul style="list-style-type: none"> • Contract Novation or Assignment Authorisation Form • Executive Decision** • EIA 	<ul style="list-style-type: none"> • Contract Novation or Assignment Authorisation Form • Cabinet Paper** • EIA
Publication of Decision	No	No	No	Yes	Yes
Decision subject to call in	No	No	No	Yes	Yes
Published on the Forward Plan	No	No	No	Only where not added at Stage I. See Stage I for details	

* Where a contract novation or assignment decision is delegated a Contract Novation or Assignment Authorisation Form must be completed and the named officer must make and publish an Officer Executive Decision to use the delegation. This decision will not be key and will not be subject to call-in.

** Where information is confidential Part I and Part II papers should be used.

5.6. End of Contract Review

5.6.1. Prior to the expiry of a contract a review should be undertaken by the Contract Manager, assessing the overall success of the contract's delivery. This review will form the Council's official contract performance record and should include any key points of

learning for future contracts.

5.7. Asset Disposal

- 5.7.1. Assets used during the delivery of a contract should be disposed of in accordance with the policy or process set out in the contract. Where no such policy or process was agreed within the contract, the Contract Manager should consider all the disposal options available and make a decision based on which option represents best value for money.

5.8. Re-procurement

- 5.8.1. Where the subject matter of a contract is an ongoing requirement and the existing contract is about to expire, the procurement cycle must be restarted from Stage I: Analyse the Need.
- 5.8.2. Sufficient time must be given to complete another procurement cycle prior to the existing contract expiring, including consideration for a mobilisation and/or transition period to ensure continuity of service and a smooth transfer from one contract to another.
- 5.8.3. What is considered 'sufficient' time must be agreed between the Responsible Officer and Procurement on a procurement-by-procurement basis, but the Council's default approach is:
- 5.8.3.1. Contracts with a total estimated value **above** the relevant GPA threshold: 12-18 months
 - 5.8.3.2. Contracts with a total estimated value **below** the relevant GPA threshold: 6- 12 months

Appendix A - Procedural Notes

- Source Sole Arrangement
- Contract Standing Orders Waiver
- Breach of Contract Standing Orders
- Buy Local
- Procurement Self-Service
- Late Submissions
- Missing or Erroneous Information

Appendix B- Roles and Responsibilities

Cabinet	<p>Ensuring compliance with the Members' Code of Conduct, including in relation to any interests they may have, and any specific responsibilities they have in relation to the CSOs themselves.</p> <p>Authorisation in line with levels as set out in the document</p>
Corporate Management Team	<p>Maintaining a strategic overview of compliance with the CSOs and overall accountability for non-compliance with the CSOs in their respective areas of responsibility.</p> <p>Instructing relevant changes to ensure compliance and controls remain effective.</p>
Head of Procurement	<p>Overall ownership of the CSOs and ensuring that the overall framework for procurement considerations is complied with robustly and effectively.</p> <p>Ensuring compliance with the Council's overarching decision-making responsibilities and providing related guidance.</p>
Legal Services	<p>Leading on the overall ownership of legal matters related to Contract Terms and Conditions.</p> <p>Point of escalation in relation to formal challenges within procurement or contract matters.</p>
Monitoring Officer	<p>To ensure overall lawfulness and fairness of procurement processes and decision-making.</p> <p>To provide advice on the scope of powers and authority to take decisions, maladministration, financial impropriety, probity and budget and policy framework issues to all Councillors and Council Officers.</p> <p>Acting as the ultimate point of escalation in respect of breaches or non-compliance with the CSOs and wider procurement and contract law and enforcing corrective action where required.</p>
Portfolio Holder	<p>Ensuring accountability by Officers is maintained with responsibilities for delivery of the CSOs.</p> <p>Authorisation in line with levels as set out in the document</p>
Procurement	<p>Covering both the Procurement Service and Officers with formal Procurement-related positions in Strategic Cooperative Commissioning. Acting as primary advisory service in relation to public sector procurement, commercial and contract management matters.</p>

Responsible Officer	<p>The Officer formally designated the departmental procurement lead.</p> <p>Has overall responsibility for ensuring compliance with CSOs and wider procurement and contract law during the delivery of the activities described within this document.</p> <p>Has the responsibility to seek the advice of subject matter experts where necessary.</p>
Section 151 Officer	<p>Ensuring overall probity in respect of related financial matters, through relevant controls and monitoring.</p>
Service / Strategic Director	<p>Authorisation in line with levels as set out in the document and Scheme of Delegation as set out in the Constitution.</p> <p>Ensuring awareness and compliance within their respective areas of responsibility.</p> <p>Point of escalation to investigate and / or implement corrective action in instances of breach or non-compliance within the respective area of responsibility and, where necessary, onward escalation to Director / Monitoring Officer.</p>
Subject Matter Expert	<p>Subject Matter Experts shall be relevant subject matter experts related to specialisms or professions, e.g. Procurement, service area teams, Legal Services, Finance, Health, and Safety, etc. to be consulted at appropriate times during the procurement process.</p>

Appendix C- Defined Terms

Best Value Duty: Requirement placed on Councils ‘to make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.’

Breach: Where there has been failure to comply with an aspect of the Contract Standing Orders.

Concession Contract: a form of contract where consideration consists in the right to exploit the work, or services, that are the subject of the contract, or that right to exploit together with a payment and shall always imply an operating risk of economic nature involving the possibility that it will not recoup the investments made and the costs incurred in operating those works or services.

Conflict of Interest: Any direct or indirect personal, professional, or financial interest which could inappropriately influence an Officer in the execution of their duties and responsibilities as an employee of the Council.

Contract Register: Means the formal Contract Register of the Council to comply with the Local Government Transparency Code 2015 see www.supplyingthesouthwest.org.uk

Contract Standing Orders (CSOs): Means this document and referenced Procedural Notes that form the overall rules around how the Council shall consider public procurements.

Corporate Contracts: Means contracts that have been set up with the expressed intention of supporting the delivery of Supplies, Services or Works across the whole of the Council.

Corporate Plan: Sets out the vision for the city and the Council and reflects the Council’s mission, values, and priorities to support this.

Dynamic Purchasing System: A type of procurement procedure that allows contracting authorities to set up a list of pre-qualified suppliers who can be invited to participate in tenders for specific contracts during the life of the DPS.

Emergency: an unforeseen and sudden situation that poses an immediate risk to human, animal or plant life or health, or public order or safety, or property or serious disruption to Council services or significant financial losses.

Framework Agreement: an agreement or arrangement between one or more procurers and one or more suppliers, the purpose of which is to establish the requirement and the contract conditions that will apply to future orders or contracts that the procurer(s) may enter into during the period for which the framework agreement is established.

GPA Thresholds: Meaning the defined thresholds that apply for the purposes of the Public Contracts Regulations 2015, Utilities Contracts Regulations 2016, the Concession Contracts Regulations 2016 and the Defence and Security Public Contracts Regulations 2011 (“the UK regulations”).

Grant: shall mean a payment from a funder (e.g. the Council) to help a recipient (e.g. charity) as a form of donation. The intention is not to form a legally binding contract and no supplies, services or works are delivered directly in return. The funder may set general conditions as to how the grant should be used but cannot place detailed expectations on the recipient in the form of underlying obligations, if they do this becomes a contract and is subject to procurement rules.

Local Government Transparency Code: Refers to the Local government transparency code 2015 which sets out the minimum data that local authorities should be publishing, the frequency it should be published and how it should be published.

Procedural Note: Means detailed guidance issued by the Head of Procurement, may include standard documents and forms, which supports the practice and the implementation of these Rules.

Procurement: Procurement professionals within the Procurement Service or Officers with formal Procurement-related positions in Strategic Cooperative Commissioning.

Procurement Policy Note: Formal guidance issued by central government on best practice procurement in the public sector.

Quotation: A quotation is a statement from a supplier setting out the estimated cost for supplies, services or works in accordance with the Council's specification

Regulations: Means any set of relevant Procurement Regulations including but not limited to the Public Contracts Regulations 2015 the Concession Contracts Regulations 2016 and The Health Care Services (Provider Selection Regime) Regulations 2023

Responsible Officer: Means the Officer who has direct responsibilities from an operational / client perspective for the Supplies, Services and Works.

Sealed Contract: being a contract executed under seal by the parties (signed by the parties, witnessed and most importantly made clear that it is executed as a deed) with the intentions to secure limitation period of 12 years, for example specifically relevant in the case of Works contracts

Services: means the provision of Service from a Supplier(s) to the Council as a Contracting Authority. See also "Public Service Contract" as defined in the Regulations <http://www.legislation.gov.uk/ukxi/2015/102/regulation/2/made>

SME: Small and Medium Enterprises defined as a business having less than 250 employees with turnover equal to or less than £50 million or a balance sheet equal to or less than £43million.

Social Value: Plymouth City Council's working definition of social value is 'a process whereby the organisation procures and commissions goods, services and works in a way that achieves value for money on a whole life basis in terms of generating benefits to society and the economy, whilst minimising damage to the environment'. <http://democracy.plymouth.gov.uk/mgConvert2PDF.aspx?ID=99353>

Sole Source: Where there is only one supplier who can provide the required supplies, services or works, where 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. For example, related to licencing requirements, subscriptions to specific organisations and where a supplier has an exclusive right.

Sourcing Strategy: means the approach to determining how to secure supplies, services, or works on behalf of the Council.

Supplier: means a third party who either is already contracted with the Council or is taking part in a procurement activity. Also used in general terms to define potential third parties who provide contracted arrangements to others.

Supplies: means the provision of Supplies from a Supplier(s) to the Council as a Contracting Authority. See also “Public Supplies Contract” as defined in the Regulations <http://www.legislation.gov.uk/uksi/2015/102/regulation/2/made>

Teckal: The right to award contracts for Supplies, Services or Works from the controlling authority to the Council Owned company (or vice-versa). See the Regulations regulation 12 for more details: <http://www.legislation.gov.uk/uksi/2015/102/regulation/12/made>

Teckal Company / Council Company: A company owned in whole or in part by the Council which benefits from contracts for supplies, services or works, from its controlling Contracting Authority (e.g. the Council) (or vice-versa) without having to go through a competitive tender process.

Tender: A tender is a formal offer to supply goods or services or perform work that becomes legal binding if accepted.

Works: means the provision of Works from a Supplier(s) to the Council as a Contracting Authority. See also “Public Work Contract” as defined in the Regulations: <http://www.legislation.gov.uk/uksi/2015/102/regulation/2/made>