

CONTRACT STANDING ORDERS

(v1.1 30/01/25)

1	PROCUREMENT OVERVIEW	4
1.1	Background	4
1.2	Governing Legislation	4
1.3	Application of the Rules (Regulated Procurements)	4
1.4	Excluded/ Exempted Contracts (Not Regulated)	5
1.5	Procurement Objectives	5
1.6	Roles & Responsibilities	6
1.7	Separation of Duties	7
1.8	Conflicts of Interest	7
1.9	Procurement Strategy	7
1.10	Procurement Policy & Social Value	7
1.11	Partnership Arrangements	8
1.12	Corporate Contracts	8
1.13	Contractor Quality	8
1.14	Use of Consultants	8
1.15	Working with SMEs	8
1.16	Excluding Suppliers & Subcontractors	9
1.17	Identifying Opportunities	9
1.18	Contracts Register	9
2	PROCUREMENT – PLANNING, DESIGN, TIMINGS & DOCUMENTATION.	9
2.1	Overview	9
2.2	Contract Types and Regimes	9
2.3	Defining the Need	10
2.4	Contract Durations	10
2.5	Estimating Contract Values	10
2.6	Budgets	10
2.7	Duty to Consider Lots	10

2.8	Thresholds	11
2.9	Risk Assessments	12
2.10	Preliminary Market Engagement	12
2.11	Legal Considerations	12
2.12	Routes to Market, Document Requirement & Timescales	13
2.13	Procurement Programme	15
3	PROCUREMENT DOCUMENTATION	19
3.1	Overview	19
3.2	Notices	19
3.3	Invitation to Tender	19
3.4	Specification	20
3.5	Due Diligence / Standard Selection Questionnaire/ Conditions of Participation	20
3.6	Award Criteria	20
3.7	Form of Tender	21
3.8	Document Format	21
4	PROCUREMENT PROCESS & CONTRACT MANAGEMENT	21
4.1	Procurement Launch	21
4.2	Process Management	21
4.3	Evaluation Process	22
4.4	Negotiations	22
4.5	Receiving and Opening Tenders	22
4.6	Preferred Supplier Identification & Assurance	23
4.7	Award Decisions and Approvals	23
4.8	Award Governance	23
4.9	Supplier Notifications	23
4.10	Standstill Period & Contract Notices.	23
4.11	Contract Execution (Thresholds/ Approval)	24
5	CONTRACT MANAGEMENT	24
5.1	Overview	24
5.2	Meetings & Performance Management	25

5.3	Contract Modifications	25
5.4	Termination	25
5.5	Notices	25
6	OTHER PROCUREMENT CONSIDERATIONS	26
6.1	Waivers & Exemption Approvals	26
6.2	Collaborative Procurements	27
6.3	Purchase Cards	27
6.4	Community Right of Challenge	28
6.5	Disposal of Goods & Assets	28
6.6	Grants	28
7	GLOSSARY OF TERMS	29

1 Procurement Overview

1.1 Background

- 1.1.1 In these rules, **Council** means Rushmoor Borough Council
- 1.1.2 These rules set out how the **Council** will contract their various requirements and how **Suppliers** wishing to work for the **Council** can access those opportunities; including how the Council is removing barriers for small and medium-sized enterprises (SMEs).
- 1.1.3 Public sector procurement is the process of acquiring goods, services and works as needed to deliver our services.
- 1.1.4 Depending on the nature of the procurement, the value, and any specific social interests that the contract may attract, the procurement process must be proportionate, and designed to facilitate competition, optimise quality, and deliver value for money across the whole life cycle of the contract.
- 1.1.5 Furthermore, the **Council** has an obligation to deliver **Best Value** and secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency, and effectiveness.
- 1.1.6 To ensure delivery of the above, all procurements must be carried out within a specific legal framework and based on principles of equal treatment, transparency, and non-discrimination.

1.2 Governing Legislation

- 1.2.1 The **Local Government Act 1972 section 135** requires Public Bodies to have standing orders for how they enter into contracts. These **Contract Standing Orders** (“Rules”), which form part of Rushmoor Borough Council’s Constitution, set out how the **Council** will deliver against this obligation.
- 1.2.2 All Procurements for Contracts, by **Council Officers** or members (including where managed by an external organisation or another public body on the **Council**’s behalf), **MUST** comply with these **Rules**, the **Council**’s Financial Regulations, **Relevant Procurement Legislation** and all other relevant UK Legislation; with *‘relevant’ relating to the date on which the procurement is commenced/ advertised, the framework/ DPS/ Dynamic Market was established or where no competitive process is required, a purchase order is raised.*
- 1.2.3 Where there is a discrepancy between these rules and the **Relevant Procurement Legislation, Officers** are to comply with the legislation.
- 1.2.4 Where there is a conflict between the **Relevant Procurement Legislation** and any other **Relevant Public Sector Legislation** (as identified during procurement planning) the **Corporate Manager (Legal Services)/ Executive Head of Finance** must be consulted immediately to carry out a legal, project risk assessment.
- 1.2.5 Central government guidance should be considered when designing a procurement; specifically, [Procurement Policy Notes](#) (PPNs), [Procurement Act 2023 - Guidance documents](#) and the [National Procurement Policy Statement](#) (NPPS); however, they are generally not mandatory other than where specifically identified as such or where included in the **Council**’s **Relevant Procurement Policy Notes** list.
- 1.2.6 Guidance on when and how to apply current PPNs and the NPPS should be sought from procurement.
- 1.2.7 Non-compliance with any of these rules may constitute grounds for disciplinary action.

1.3 Application of the Rules (Regulated Procurements)

- 1.3.1 These rules govern:
 - (a) any contract for the supply, of goods, services or works, (not exempt/ excluded under 1.4 below) (for pecuniary interest) regardless of value,

- (b) using Frameworks or Dynamic Purchasing Systems, or Dynamic Markets.
- (c) collaborative procurements,
- (d) consultancy requirements,
- (e) equipment hires or lease through rental agreements,
- (f) disposal of assets.

1.4 Excluded/ Exempted Contracts (Not Regulated)

- 1.4.1 These rules do not apply to contracts that are classified as excluded/ exempted, as defined by the **Relevant Procurement Legislation**; including but not limited to:
- (a) **Council to Council** (Subsidiary) arrangements, vertical or horizontal – subject to approval by the **Procurement Team**. e.g.
 - (i) **Vertical** - The **Council's** exercises a parent or similar control or joint control with other **Contracting Authorities** on the entity as it does with its own departments, the entity carries out more than 80% of its activities for the controlling **Councils** and there is no private sector money in the entity.
 - (ii) **Horizontal** - **Council's** to **Council's** co-operation – to achieve objectives which the **Contracting Authorities** have in common, through an arrangement that is solely for the public interest, and the parties perform less than 20% of the services covered by the arrangement on the open market.
 - (b) Subject matter exemptions:
 - (i) Certain types of legal advice e.g., relating to judicial proceedings and/ or dispute resolution
 - (ii) Certain types of financial advice e.g., funding or financing arrangements, investment services
 - (iii) Employment contracts
 - (iv) Purchases made at public auction or of goods sold due to insolvency.
 - (v) Land contracts (including leases, licences, and transfers)
 - (vi) Grants of money, these cannot be contracts as there is no consideration and they are not services required to be delivered by the Authority.
 - (c) Any other arrangements excluded by the **Relevant Procurement Legislation**.
- 1.4.2 If unclear whether something is captured by these rules, **Contracting Officers** should seek advice from the **Procurement Team** or **Executive Head of Finance**.

1.5 Procurement Objectives

- 1.5.1 Procurement aims and objectives cover not only those objectives set out in the **Relevant Procurement Legislation**, but also those set out in the **NPPS** and the **Council's** own **Procurement Strategy**; these objectives should be used to determine the contract specific outcomes to be achieved by a specific procurement during the planning process.
- 1.5.2 These objectives may include, but are not limited to, all or any of the following: and their inclusion should be informed by and tailored to the subject matter of the contract (legal, technical, and commercial requirements).
- (a) Delivering Value for Money
 - (b) Maximising public benefit (such as delivering Social Value)
 - (c) Sharing Information

- (d) Equal Treatment (non-discrimination), unless justified.
 - (e) Removing Barriers for Small and Medium Enterprises (SMEs)
 - (f) Acting (and being seen to act with) Integrity (inc. accountability)
 - (g) Fair and transparent (effective) competition
- 1.5.3 Further Guidance on what these mean and how to include them within a procurement is available in the **National Procurement Policy Statement** and **Public Policy Notices (PPNs)**.

1.6 Roles & Responsibilities

- 1.6.1 **Corporate Management Team (CMT)/Heads of Service** are responsible for.
- (a) Overseeing the arrangements for resourcing procurements and managing contracts within their team.
 - (b) Ensuring every **Officer** within their teams/ service areas are aware of these Rules and that all procurements for works, goods, and services where the estimated contract value is £30,000 or above go through the **Procurement Team**.
 - (c) Ensuring those **Officers** that are authorised as **Contracting Officers** are appropriately skilled, trained, and supervised in the application of these **Rules**.
 - (d) Ensuring that a procurement has the relevant delegated authority or approval inline with the budget requirements; including putting it on the Forward Plan in time to deliver the contract requirements.
 - (e) Overseeing that all **Contracts** are delivered in line with the relevant documents and that this includes collecting the data needed to comply with the transparency/ reporting obligations of the **Relevant Procurement Legislation**.
- 1.6.2 **Contracting Officers** are responsible for.
- (a) Complying with these **Rules**, all relevant statutory obligations, the **Council's** decision-making processes and the **Council's** Constitution as a whole.
 - (b) Ensuring that before commencing a procurement, that there is appropriate analysis of the requirement, timescales, delivery constraints, and documentation to be used, that any procurement process is proportionate and that rules relating to advertising are applied in line with these **Rules**.
 - (c) Advising the **Procurement Team** of all contracts with a value of more than **£5,000**, for inclusion on the contracts register.
 - (d) Ensuring that proper records of all contract award procedures, waivers, exemptions, and extensions are maintained with separate files for each purchase of a value of **£5,000** or more.
 - (e) Ensuring that any contract includes the mandatory conditions of contract.
 - (f) Manage the performance of the contract throughout its term, and any reporting required by the **Relevant Procurement Legislation**.
 - (g) Seek appropriate advice from the **Procurement Team**, **Executive Head of Finance**, and/ or the **Corporate Manager (Legal Services)**
 - (h) Have regard to all relevant corporate procurement guidance, government procurement guidance and best practice as identified by these **Rules**.
 - (i) Ensure that any third party organisation managing a procurement process on behalf of the council, is provided with copies of these **Rules** and that they are adhered to.
- 1.6.3 **All Officers shall**

- (a) Report breaches (whether actual or suspected) of these **Rules** to the **Corporate Manager (Legal Services)** and the **Executive Head of Finance**.

1.7 Separation of Duties

- 1.7.1 As part of the commitment to transparency, accountability, and service integrity, an individual that conducts a procurement, raises a purchase order, or requests a waiver cannot also approve one.
- 1.7.2 All requests and approvals/ awards therefore should be raised by one individual and approved by a different individual and in accordance with the decision value and these **Rules**.

1.8 Conflicts of Interest

- 1.8.1 As part of ensuring that all processes are managed fairly and with integrity, all individuals (**Officers** and members) and suppliers involved in any stage of the contract life cycle, are required to both identify/ disclose and mitigate any perceived, potential and/ or actual conflicts of interest.
- 1.8.2 Compliance with this requirement will include carrying out a conflict-of-interest assessments whenever anyone new gets involved in the procurement, approval and/ or contract management.
- 1.8.3 All conflict-of-interest assessments must be recorded on conflicts of interest register and kept under review during the whole life cycle of the contract. The assessment must also include details of any mitigations taken/ to be undertaken to mitigate potentially unfair outcomes, e.g., use of Ethical Wall agreements, use of alternative evaluators, etc.
- 1.8.4 The **Procurement Team** will own the register and in conjunction with the **Corporate Manager (Legal Services) and Executive Head of Finance**, advise on appropriate mitigations and risks.

1.9 Procurement Strategy

- 1.9.1 The **Council** has established a **Procurement Strategy** that sets out the agreed approach and standard for designing and delivering procurement procedures in consideration of the **National Procurement Policy Statement**. Wherever possible (and permitted by the **Relevant Procurement Legislation**) the **Contracting Officer** should include for the following.
 - (a) Appointing contractors that employ local staff/will create local jobs.
 - (b) Using trainees and apprentices
 - (c) The use of sustainable practices/reducing CO2 emissions and contributing towards the Council's Net Zero objectives
 - (d) Appointing SMEs and local organisations (including in the supply chain/sub-contractors)
 - (e) Promotion of health and wellbeing initiatives
 - (f) Where possible appointing local charitable and voluntary sector organisations
- 1.9.2 **Officers** are required to align their procurements to this Strategy, with guidance available from the **Procurement Team**.

1.10 Procurement Policy & Social Value

- 1.10.1 The **Council** has created a **Procurement Strategy** which details their commitment to delivering social value through their procurements, this being in consideration of the **Relevant Procurement Legislation**, the **Public Sector (Social Value) Act 2012** and associated **Procurement Policy Notes** relating to delivering social value, and the **Social Value Model** (PPN 06/20).

- 1.10.2 The **Council's** commitments relate to creating opportunities to support the local economy, local jobs, training opportunities, as well as ensuring the wellbeing of both the staff and the communities in which we work.
- 1.10.3 The inclusion of Social Value as a consideration will be the default position for all procurement activity unless it can be clearly demonstrated as being detrimental or inappropriate to do so. Where Social Value is included within a procurement, it should be allocated at least 10% of the overall score whenever possible, must be related to the subject matter of the contract and its inclusion must not increase costs. **Contracting Officers** should seek guidance from the **Procurement Team** if there is a concern that this is not possible.

1.11 Partnership Arrangements

- 1.11.1 The **Council** has entered into a number of arrangements with partner **Councils** for the purchase of various back-office services; **Contracting Officers** must therefore liaise with the **Procurement Team** before commencing a new procurement for similar/ additional requirements to ensure that those arrangements are not breached or cause relationship problems across the partners.

1.12 Corporate Contracts

- 1.12.1 The **Council** has established a number of corporate contracts, including but not limited to; stationery, treasury, insurance, and ICT services. **Officers** must therefore liaise with procurement before carrying out a separate/ an additional procurement for such requirements.

1.13 Contractor Quality

- 1.13.1 In appointing a **Suitable Supplier** to provide goods, services or works, a **Contracting Officer** must ensure, in accordance with these rules, and the **Relevant Procurement Legislation**, that they have the requisite experience, qualifications and standing to contract with the **Council** for those requirements, and that they will contract on a basis acceptable to the **Council** and will provide the required insurance and assurances in line with these rules and the **Constitution** more broadly.

1.14 Use of Consultants

- 1.14.1 Where the **Council** requires the technical input of industry experts/ consultants to either resource and/or manage a procurement or inform a specification, or deliver a particular process, **Officers** are required to ensure the following is applied:
- (a) The service is for a discrete (or multiple discrete) piece of work and/or is not backfilling a **Council** post.
 - (b) The consultants are procured in accordance with these Rules.
 - (c) The consultant is experienced in and fully understands all **Relevant Procurement Legislations** and agrees to be bound by them.
 - (d) There is a clear specification of requirements and responsibilities set out in their appointment, including adherence to these rules and relevant legislation and that this is documented in the form of contract used.

1.15 Working with SMEs

- 1.15.1 The **Council** is committed to making contracting opportunities accessible to all interested suppliers; and where appropriate (and not disproportionate to do so) remove barriers to SMEs participating in the procurement.
- 1.15.2 **Contracting Officers**, when designing a procurement, must consider the use of Lots, encourage consortia bids, structuring the documents to be SME friendly, and set financial participation thresholds to the minimum needed to manage performance risk/ failure.

1.16 Excluding Suppliers & Subcontractors

- 1.16.1 The **Council** may exclude a supplier where they or one of their proposed subcontractors have exhibited behaviours that are unacceptable to the **Council**.
- 1.16.2 Details of when and for what (mandatory and discretionary grounds) a supplier may/ must be excluded is available in the **Relevant Procurement Legislation**; this may include (but is not limited to) breaches of law and/ or improper behaviour (failing to comply with the rules of the procurement).
- 1.16.3 As a minimum, the **Council** will not award a contract to any Supplier included on the **Debarment List**, be that either for **Public Contract** or **Regulated Below Threshold Contract**.

1.17 Identifying Opportunities

- 1.17.1 All advertised procurements must be advertised initially on the **Central Digital Platform** in line with the contract value the **Relevant Procurement Legislations**. It will also be advertised on and managed through the **Council's** e-tendering Portal.
- 1.17.2 Suppliers wishing to bid for **Council** contracts should register on both the **Central Digital Platform** and the referenced e-tendering portal. Details of which are published on the Council's website.

1.18 Contracts Register

- 1.18.1 The **Council** is required to keep a record of all contracts with a value in excess of £5,000 on an **Online Contract Register**. This requirement includes providing details of all current supplier(s), contract value, and the current contract expiry date along with details of any options to extend as a minimum.
- 1.18.2 **Contracting Officers** must advise the **Procurement Team** of all new awards over £5,000 (regardless of how they were procured) so they can be added to the **Online Contract Register**.

2 Procurement – Planning, Design, Timings & Documentation.

2.1 Overview

- 2.1.1 The activities detailed in this section applies where the spend is not exempted from these rules under Section 1.4 above.
- 2.1.2 **Officers**, members, and others responsible for spending public funds must consider all of the following legal and best practice obligations when designing a procurement.
- 2.1.3 No procurement may proceed without an **Officer** having properly completed the **appropriate record forms (as made available by the Procurement Team)** and evidencing that they have considered all of the planning, documentation and process considerations detailed in this document) and that they have all the required approvals in place, (e.g., value, duration, lots, budget, risk, authority to procure/ award) all in accordance with the **Council's Procurement Strategy**.

2.2 Contract Types and Regimes

- 2.2.1 All spend must be classified by type and regime before a procurement process can be designed; this is due to different types and regimes having different financial thresholds and obligations. The types and regimes include.
- 2.2.2 **Types - Goods** (goods or products), **Services** (labour, consultants, or technical resources); or **Works** (Construction Projects);
- 2.2.3 **Regimes - Utilities** (Gas, electric, Water, transport e.g., Buses on a fixed network), **Light Touch** (social Care, legal services, education), **Concession** (Supplier risk/ paid by service users), **Exempt/ Excluded** (Not covered).

2.3 Defining the Need

- 2.3.1 **Contracting Officers** are required, before commencing a procurement to identify and specify the size, scope and quantity of the goods, services, or works required clearly and carefully; this to include not just any initial requirements, but also any optional extras or variations that may be required during the life of the contract.

2.4 Contract Durations

- 2.4.1 Before a procurement process can be commenced, **Contracting Officers** need to decide both the initial and maximum contract durations (including any optional extension) and what might be the justification to apply those extensions; noting the obligation to comply with these **Rules**, deliver against the **Council's** policy aims and achieve **Best Value**. The duration should not be set with the intention of circumventing these Rules or the **Relevant Procurement Legislation**.
- 2.4.2 Depending on the value and nature of the contract being procured, the duration may be limited by the **Relevant Procurement Legislation**. **Contracting Officers** must check the proposed duration with the **Procurement Team**, the **Corporate Manager (Legal Services)** and the **Executive Head of Finance** (budget checks) before finalising this decision.

2.5 Estimating Contract Values

- 2.5.1 The estimated contract value must include ALL monies that could be paid over the maximum life span of the contract (or Framework/ Dynamic Market), to the successful tenderer(s) regardless of the source; e.g., all planned and potential costs, additional requirements, fees/ commissions, contract extensions and/ or prizes/ participation costs plus any contingencies, whether funded by the authority, other grants or paid by service users. The total must also include VAT.
- 2.5.2 This value must not be artificially inflated or disaggregated as it will feed into various decisions, including route to market, and assessing whether a supplier has the capacity and capability to deliver the contract.
- 2.5.3 The above calculated value, calculations and assumptions must be documented in the appropriate record form provided by the Procurement team and where it exceeds the Authority threshold for a **Key Decision**, this must be reported in accordance with the **Key Decision** rules. The value must also be included in the relevant Notice.

2.6 Budgets

- 2.6.1 **Revenue Budget**
- (a) The **Head of Service** may approve the procurement of any contract for the supply of services, goods or works that will incur any revenue expenditure contained within an approved budget in accordance with these Rules.
- 2.6.2 **Capital Budget**
- (a) For any contract that will incur capital expenditure from an approved budget, the Head of Service shall consult with the relevant portfolio holder prior to proceeding with the procurement process in accordance with these Rules.

2.7 Duty to Consider Lots

- 2.7.1 When considering the above, **Officers** must consider the use of Lots and the potential benefit of working with (local) SMEs (e.g., reduce overhead costs, local knowledge, public benefit) with the opportunity to achieve economy of scale discounts, manage market uncertainty, and the potential contract management benefits of appointing a single supplier.
- 2.7.2 In considering how to make opportunities accessible to SMEs, **Officers** MUST ensure that they do NOT disaggregate, or sub-divide like of similar requirements purely for the sole purpose of avoiding the rules for above threshold/ public contracts. They must also ensure that the process for removing barriers for SMEs, does not unfairly advantage them.

2.8 Thresholds

- 2.8.1 Procurement Thresholds are determined by category and sector (regime); they determine which routes to market are available and what rules must be followed.
- 2.8.2 The Thresholds come from the *Relevant Procurement Legislation* (and updated by **Procurement Policy Notes**) and are based on the **Government Procurement Agreement** (GPA); these values being updated every other year.
- 2.8.3 The rules and available routes to market are determined by whether the estimated contract value is deemed to be 'Above Threshold' (Covered Procurements/ Public Contracts) or 'Below Threshold.' See [Procurement policy notes](#).
- 2.8.4 The follow table sets out the procedures to be applied by Contracting Officers.

Table 1 – Thresholds

Estimated Contract Value	Procedure / Notes
MINOR VALUE Up to £10,000 (including VAT)	Contracting Officers must follow procedure for Minor Value transactions. (e.g. small or consumable items). <u>At least 1 quote or use a Framework.</u>
LOW VALUE £10,001 to £30,000 (including VAT)	Contracting Officers must follow the procedure for Low Value transactions. <u>At least 3 quotes or use a framework.</u>
MEDIUM VALUE £30,001 up to £99,999 (including VAT)	Contracting Officers must follow the Medium Value transactions. <u>At least 3 Quotes, or advertised tender, or use a framework.</u> In line with these rules (<u>subject to any exception being agreed</u>). Seek advice from the Procurement Team / complete a Gateway Assessment to determine the most appropriate procurement route.
HIGH VALUE Exceeding £100,000 (including VAT) for goods, services, and works. (This is also the key decision threshold)	Contracting Officers must follow the tender procedure for High Value transactions and seek advice from the Procurement Team . Appropriate frameworks may continue to be used. For <u>Regulated Below Threshold contracts</u> – an <u>advertised tender</u> in line with these rules (subject to any exemption being agreed in line with these Rules). For <u>Concession Contracts</u> and <u>Utilities Contract</u> that are below the relevant Covered Procurement threshold – <u>a quotes or competitive selection process</u> in line with these rules (subject to any exemption being agreed in line with these Rules). For <u>Public Contracts</u> – a procurement procedure in line with the <i>Relevant Procurement Legislation</i> .

- 2.8.5 Regardless of the minimum obligations, **Contracting Officers** may choose (or may be instructed by the **Procurement Team**) to conduct a procedure in line with a higher value, including one which is for Above Threshold/ Covered Procurement; including issuing a **Tender Notice** to invite interested suppliers to submit a tender/ participate in the procurement.
- 2.8.6 **The Procurement Team** may also mandate such a process where the estimate contract value is very close to the relevant £GPA Threshold, or the contract is high profile/ of public interest, or where it is a condition of the funding that a specific process must be applied.
- 2.8.7 An explanation of what is required for each procurement process/ values is provided below.

2.9 Risk Assessments

- 2.9.1 **Officers** are required to carry out a risk assessment as part of the project initiation and planning process, and at the very least, in the following situations:
- (a) where the procurement is both a Key Decision and Above Threshold (a Covered Procurement) AND/ OR
 - (b) is establishing a new Framework or Dynamic Market with multiple suppliers.
 - (c) includes a Special Purpose Vehicle,
 - (d) is for a contract duration in excess of five years,
 - (e) includes design liabilities and/ or collateral warranties,
 - (f) involves intellectual property,
 - (g) involves a significant Health & Safety consideration,
 - (h) is likely to be subject to significant inflation risks, or
 - (i) where the spend relates to substantial direct awards or contract extensions that carry risks under the **Relevant Procurement Legislation**.
- 2.9.2 The outcome of the risk assessment must both be:
- (a) documented in the **Procurement Instruction Document** as it will feed into the process design and governance/ approval process; and
 - (b) added to the **relevant Risk Register** for appropriate monitoring.

2.10 Preliminary Market Engagement

- 2.10.1 **Officers** are required as part of designing both the **Competitive Tendering Procedure** and the **Associated Tender Documentation** to consider running a **Preliminary Market Engagement Event**. Such events should be used where a contract has been assessed as high value, high profile, complex or specialist in nature, the market is saturated, made up of SMEs, or is suitable for a consortia delivery model; or as otherwise directed by Procurement. This decision and reason are to be recorded in the **Procurement Instruction Document** and the **Tender Record**.
- 2.10.2 Where a **Preliminary Market Engagement Event** is to be used, it must be advertised using an appropriate notice, and the **Council** must take reasonable steps to ensure that participants at an event do not have an unfair advantage in the subsequent procurement; this to be assessed using the **Conflict-of-Interest Assessments** and documented in the **Tender Record**.
- 2.10.3 All information shared before, during or after a **Preliminary Market Engagement Event** must also be included within the subsequent Associated Tender Documents (tender pack).

2.11 Legal Considerations

- 2.11.1 **Purchase Orders**
- (a) A **Purchase Order** is required for all purchases, and must specify the the goods, services, or works to be provided, the price to be paid, the terms of payment and the terms and conditions that apply to the delivery of the purchase.
 - (b) For purchases with a value of less than £30,000 incl. VAT, the standard **Purchase Order** terms and conditions (available on the **Council's** website) are likely to be sufficient; however, should the **Contracting Officer** (in conjunction with the **Corporate Manager (Legal Services)**) determine that there are obligations or risks which are not sufficiently addressed within the **Purchase Order** terms and conditions, then an alternative contract may be selected.

2.11.2 **Contracts**

- (a) For purchases with a value equal to or in excess of £30,000, the standard **Purchase Order** terms and conditions are unlikely to be sufficient; for these purchases, the **Contracting Officer** is required to liaise with the **Corporate Manager (Legal Services)** to agree the most appropriate form of contracting.
- (b) All contracts must clearly detail the goods, services, or works to be provided, the price to be paid, the terms of payment, the terms and conditions that apply to the delivery of the purchase, the insurance requirements and any assurance required.
- (c) All contracts must be completed either in hardcopy or electronically and signed by authorised individual within both parties.
- (d) The contract may be a standard form, an amended standard form, a bespoke/ project specific contract, or a set of Heads of Terms; and these may be provided either in a finalised or draft form (depending on the value and procurement process being applied).
- (e) The agreed form of contract must be made available to suppliers as part of the **Procurement/ Associated Tender Documents** before they are required to submit a price/ tender.
- (f) Where the **Council** may require a limitation period of more than six years, e.g., works or construction consultancy, the **Corporate Manager (Legal Services)** must be consulted to determine whether the contract should be made under seal to extend the limitation period to 12 years.

2.11.3 **Bonds & Guarantees**

- (a) All contracts over £100k will include an option for the **Council** to request a **Performance Bond** and/ or a **Parent Company Guarantee**; or retain funds to protect the **Council** from **Supplier** failure. The adoption and value of which are at the discretion of the **Head of Service/ Corporate Manager (Legal Services)**. The requirement is likely to be applied where the project or a contractor is deemed as a high risk for failure (likelihood and/or impacts). Advice is available from the **Procurement Team, Corporate Manager (Legal Services)** and **Executive Head of Finance**.
- (b) Where a bond or guarantee is deemed necessary – this should be in a form acceptable to the **Council** and in consideration of the form of contract being used.

2.11.4 **Service Credits and Liquidated Damages**

- (a) **Contracting Officers** should, as part of designing the requirement, determine whether there is a requirement to include **Service Credits** and/ or **Liquidated Damages** as a means of managing the quality and timely delivery of the required performance. These should be proportionate to the complexity and risks inherent in the contract.

2.11.5 **Insurance**

- (a) Insurance levels must be set at level that is as appropriate to the nature and complexity of the contract and should be agreed with the **Executive Head of Finance**.

2.11.6 **Non-Procurement Legislation**

- (a) The design of any procurement must take into account all relevant legislation; as applies to the **Council**, the project, and the supply chain.
- (b) In the event that there is an incompatibility identified between two or more relevant pieces of legislation; this must be escalated to the **Corporate Manager (Legal Services)/ Executive Head of Finance** for advice and a decision on how to manage the conflict.

2.12 **Routes to Market, Document Requirement & Timescales**

- 2.12.1 The minimum process/ route to market is determined by the category and value.

- 2.12.2 The **Council** has decided that procurements should be let following the following hierarchy.
- (a) Where permitted by table 1 above, a single quote is permitted, this should be obtained from a suitable supplier.
 - (b) Where a competitive process is required by the above table, Contracting Officers should procure those requirements using one of the following options.
 - (i) Corporate contracts or own frameworks, Dynamic Markets or Dynamic Purchasing Systems
 - (ii) CCS frameworks, Dynamic Markets or Dynamic Purchasing Systems
 - (iii) Other frameworks, Dynamic Markets or Dynamic Purchasing Systems as permitted by Procurement Team.
 - (iv) A process in line with the following.
- 2.12.3 **Minor value transactions**
- (a) This level of transaction requires at least **ONE** written quotation to be obtained from a **Suitable Supplier**, be this directly or from a suitable **Framework**.
 - (b) Whilst a single quote is the minimum requirement, **Contracting Officers** are encouraged to obtain multiple quotes (at least two) to help demonstrate value for money.
 - (c) Emailed quotations/screen-prints are acceptable and copies must be retained.
 - (d) Further guidance can be provided by the **Procurement Team** on request.
- 2.12.4 **Low value transactions**
- (a) This level of transaction requires at least **THREE** written quotations to be obtained from **Suitable Suppliers** **OR** a **Competitive Selection Process** ran under a suitable **Framework**.
 - (b) If less than three quotations are received, the **Contracting Officer** must obtain an exemption in accordance with **Rule 22** of these Rules.
 - (c) Emailed quotations are acceptable but copies **must** be retained.
 - (d) Further guidance can be provided by the Procurement Team on request.
- 2.12.5 **Medium value transactions**
- (a) **Contracting Officers** must seek advice from the **Procurement Team** and where instructed, complete a **Gateway Assessment** prior to commencing any procurement activity to determine the most appropriate route to market. At this value range flexibility is required on a case-by-case basis to ensure that the procurement process followed is not too onerous for businesses, particularly **SMEs**, and that best value is achieved. This could be delivered by obtaining three or more written quotations, an advertised tender, or the use of a **Framework** as appropriate.
 - (b) Where a relevant Framework exists and is to be used then a **Competitive Selection Process** must be applied in line with the terms of the **Framework** (unless a direct award is agreed in line with these **Rules**).
 - (c) If quotations are deemed appropriate, and if less than three quotations are received, the **Contracting Officer** must obtain an exemption in accordance with these **Rules**.
 - (d) Emailed quotations are acceptable but copies must be retained in accordance with the Council's document retention policy.
 - (e) If the opportunity is being advertised, and the contract value exceeds £30,000 then an advert must be placed in line with the **Relevant Procurement Legislation**.

2.12.6 **High value transactions**

- (a) For all high value transactions, the tender process **must** be agreed by the appropriate **Head of Service** following receipt of advice from the **Procurement Team** and managed/supported either by the **Procurement Team** or such other person as the **Procurement Team** agrees.
- (b) A **Gateway Assessment Form** **must** be completed and submitted to **Procurement Team** unless otherwise agreed by the **Procurement Team**. The assistance of the **Procurement Team** is available to assist **Contracting Officers** in completing this document. This start-up document will require evidence of budgetary provision from the **Head of Service**.
- (c) Where the opportunity is being advertised, the process must be in line with the following.
 - (i) For Goods & Services *below threshold* – this must be a single-stage process.
 - (ii) For Works *below the Goods and Services threshold* - this must be a single-stage process.
 - (iii) For Works *above the Goods and Services threshold* – **Contracting Officers** may use a single-stage or a two-stage process.
 - (iv) For all Above Threshold/ covered procurements – **Contracting Officers** may use an **Open Procedure** or a **Competitive Flexible Procedure**.

In these cases, the advert will be placed, and the Procurement/ Associated Tender Documents will be published by the Procurement Team.

- (d) Where a relevant **Framework** exists and is to be used then a **Competitive Selection Process** must be applied in line with the terms of the **Framework** (unless a direct award is agreed in line with these rules).
- (e) Where the contract to be awarded is for works, and the value is *above the Goods and Services threshold*, and a suitable **Dynamic Market** or **Dynamic Purchasing System** is available, a procurement may be conducted in line with that arrangement and the **Relevant Procurement Legislation**.

2.12.7 **Direct Award**

- (a) **Contracting Officers** may directly award under a Framework if.
 - (i) This approach is agreed with by **Procurement Team**.
 - (ii) The **Framework** expressly permits direct awards for the value, duration, and technical requirements of the contract to be awarded.
 - (iii) A desk top evaluation is carried out in line with the **Framework** rules to identify the **Most Advantageous Tender**, and
 - (iv) The identified **Supplier** is a **Suitable Supplier** (in line with these **Rules**).
- (b) Alternatively, **Contracting Officers** may directly award a contract without advertisement or a competitive process with a **Suitable Supplier** if permitted by these **Rules** and the **Relevant Procurement Legislation**; specifically.
 - (i) Urgency
 - (ii) Single suppliers/ monopoly
 - (iii) Additional goods and services.

2.13 **Procedural Requirements**

- 2.13.1 Depending on the procedure selected to identify the **Most Advantageous Tender**, **Contracting Officers** will be required to complete a number of activities/ produce specific documents in line with the following tables.

2.13.2 Any deviation from the requirements in the following tables will require approval from the Procurement Team by way of an **Exemption Request**.

2.13.3 Timescales are indicative only.

Table 2a – below threshold procedures

Stages	Activities/ Documents	Single quote	Three Quotes	Advertised Below Threshold Tender G&S	Advertised Below Threshold Tender Works (above G&S threshold)
Process for identifying/ inviting suppliers to quote/ tender	Identify suitable supplier (s)	✓	✓	X	X
	Include at least 1 local supplier where possible	✓	✓	X	X
	Invite all interested/ listed Suppliers to tender	X	X	X	X
	Advert on Find a Tender Service/ Central Digital Platform	X	X	✓	✓
Communication methodology	Manage by email	✓	✓	X	X
	Manage on portal	X	X	✓	✓
Documentation to be provided	Specification created collaboratively with Supplier	✓	X	X	X
	Specification created by Council	X	✓	✓	✓
	Contract	✓	✓	✓	✓
	Tender Response Document	X	✓	✓	✓
	Form of Tender	X	X	✓	✓
	Tender Instruction inc. timescales	X	X	✓	✓
	RFQ Instructions	X	✓	X	X
Evaluation Methodology	Price Only Evaluation model	✓	✓	X	X
	Quality & Price Evaluation model	X	✓	✓	✓
	Quality, Social Value & Price Evaluation model	X	✓	✓	✓
Suitability assessment	Due Diligence Form - Capacity & Capability - part of tender	X	✓	✓	✓
	SSQ/ CAS- Conditions of Participation/ Capacity & Capability - discrete stage	X	X	X	✓
	SSQ/CAS- Conditions of Participation/ Exclusion as part of Tender submission	X	X	X	X
Review/ negotiation opportunity	Acceptability Review	✓	X	X	X
	Opportunity for a Presentation to Suppliers round	X	X	X	X
	Opportunity for a Presentation from Suppliers round	X	X	X	X
	Opportunity for Negotiation rounds	✓	✓	X	X
	Opportunity for product testing, site visits etc.	X	X	X	X
	Opportunity to Limit Suppliers	X	X	X	✓
process considerations	Min Number of evaluators	2	3	3	3
	Estimated timescales	2-4 weeks	4-6 weeks	6-10 weeks	6-10 weeks
Outcome notifications	Selection stage Outcome Letters	X	X	X	X
	Award Outcome Letters to all suppliers	X	✓	✓	✓
	Standstill Period (notice) – Find a Tender Services	X		Optional	
	Award Notice – Find a Tender Service – Over £30k	Over £30k incl. VAT			
	Modification Notice - Find a Tender Service	N/A			

Table 2b – Above Threshold Procedures

Stages	Activities/ Documents	Covered Procurement - Open Procedure	Covered Procurement - Competitive Flexible Process	Covered Procurement - Direct Award
Process for identifying/ inviting suppliers to quote/ tender	Identify suitable supplier (s)	X	X	✓
	Include at least 1 local supplier where possible	X	X	X
	Invite all interested/ listed Suppliers to tender	✓	X	X
	Advert on Find a Tender Service/ Central Digital Platform	✓	✓	X
Communication methodology	Manage by email	X	X	X
	Manage on portal	✓	✓	✓
Documentation to be provided	Specification created collaboratively with Supplier	X	✓	✓
	Specification created by Council	✓	✓	✓
	Contract	✓	✓	✓
	Tender Response Document	✓	✓	X
	Form of Tender	✓	✓	X
	Tender Instruction inc. timescales	✓	✓	X
	RFQ Instructions	X	X	X
Evaluation Methodology	Price Only Evaluation model	X	X	X
	Quality & Price Evaluation model	X	X	✓
	Quality, Social Value & Price Evaluation model	✓	✓	✓
Suitability assessment	Due Diligence Form - Capacity & Capability - part of tender	X	X	X
	SSQ/ CAS- Conditions of Participation/ Capacity & Capability - discrete stage	X	✓	✓
	SSQ/CAS- Conditions of Participation/ Exclusion as part of Tender submission	✓	✓	X
Review/ negotiation opportunity	Acceptability Review	X	X	✓
	Opportunity for a Presentation to Suppliers round	X	✓	X
	Opportunity for a Presentation from Suppliers round	X	✓	X
	Opportunity for Negotiation rounds	X	✓	✓
	Opportunity for product testing, site visits etc.	X	✓	X
	Opportunity to Limit Suppliers	X	✓	X
process considerations	Min Number of evaluators	3	4	2
	Estimated timescales	12-14 weeks	over 26 weeks	2 weeks
Outcome notifications	Selection stage Outcome Letters	X	✓	X
	Intermediate outcome letters	X	✓	X
	Award Outcome Letters to all Suppliers	✓	✓	X
	Standstill Period (notice) – Find a Tender Services	Mandatory		
	Award Notice – Find a Tender Services	✓	✓	✓
	Modification Notice - Find a Tender Service	In accordance with Legislation		

Table 2c – Frameworks & DPS

Stages	Activities/ Documents	Direct Award under a Framework	Competitive Selection Process Under a Framework	Competitive Process under a Dynamic Market	Competitive Process under a Dynamic Purchasing System
Process for identifying/ inviting suppliers to quote/ tender	Identify suitable supplier (s)	X	X	X	X
	Include at least 1 local supplier where possible	X	X	X	X
	Invite all interested/ listed Suppliers to tender	✓	✓	✓	✓
	Advert on Find a Tender Service/ Central Digital Platform	X	X	✓	X
Communication methodology	Manage by email	X	X	X	X
	Manage on portal	X	✓	✓	✓
Documentation to be provided	Specification created collaboratively with Supplier	✓	X	X	X
	Specification created by Council	✓	✓	✓	✓
	Contract	✓	✓	✓	✓
	Tender Response Document	X	✓	✓	✓
	Form of Tender	X	✓	✓	✓
	Tender Instruction inc. timescales	X	✓	✓	✓
	RFQ Instructions	X	X	X	X
Evaluation Methodology	Price Only Evaluation model	✓	X	X	X
	Quality & Price Evaluation model	✓	✓	✓	✓
	Quality, Social Value & Price Evaluation model	✓	✓	✓	✓
Suitability assessment	Due Diligence Form - Capacity & Capability - part of tender	✓	X	✓	✓
	SSQ/ CAS- Conditions of Participation/ Capacity & Capability - discrete stage	X	X	X	X
	SSQ/CAS- Conditions of Participation/ Exclusion as part of Tender submission	X	X	X	X
Review/ negotiation opportunity	Acceptability Review	✓	X	X	X
	Opportunity for a Presentation to Suppliers round	X	X	✓	X
	Opportunity for a Presentation from Suppliers round	X	X	✓	X
	Opportunity for Negotiation rounds	X	X	✓	X
	Opportunity for product testing, site visits etc.	X	X	✓	X
	Opportunity to Limit Suppliers	X	X	✓	X
process considerations	Min Number of evaluators	2	3	3	3
	Estimated timescales	4-12 weeks	4-12 weeks	over 20 weeks	over 20 weeks
Outcome notifications	Selection stage Outcome Letters	N/A			
	Award Outcome Letters to all suppliers	✓	✓	✓	✓
	Standstill Period (notice) – Find a Tender Services	Optional			
	Award Notice- Find a Tender Service	✓	✓	✓	✓
	Modification Notice - Find a Tender Service	In accordance with Legislation			

2.14 Procurement Programme

2.14.1 In addition to the indicative timescales included in Tables 2a, 2b and 2c above, **Officers** will also need to plan for and include time allowances for complying with the **Council's** approvals and reporting requirements. This being particularly significant where a procurement is classified as a **Key Decision** and/ or is to be monitored through the **Gateway Process**.

2.14.2 **Officers** should work with the **Procurement Team** to agree this programme.

3 Procurement Documentation

3.1 Overview

- 3.1.1 The **Procurement/ Associated Tender Documents** required will depend on the selected route to market, the stages, and the activities to be completed; **Table 1** above set out the minimum process and **Table 2** the minimum notifications required.
- 3.1.2 Where the procurement is a **Medium Value** or **High Value** procurement and is being advertised, it must be managed through the **Council's** e-procurement system.

3.2 Notices

- 3.2.1 The publication of the various notices is a legal requirement both to create effective competition and ensure transparency in the spending of public funds, the most commonly used notices and reasons for use are detailed below:
- 3.2.2 Notices must be published in line with the following.

Table 3 - notices

Type of Notice	Regulated Below Threshold Contract Advertised Competition	Above Threshold/ Covered Procurement Advertised Competition	Award under a Framework
Preliminary Market Engagement Notice	Optional, to be used where determining the appropriate route to market, approach to delivering the contract		
Tender Notice (in line with the procedure design)	If advertising anywhere, then must also advertise on the Central Digital Platform	must be advertised on the Central Digital Platform	Not required
Procurement Termination Notice	Not required	Required	Required

- 3.2.3 The **Council** may also be required to be published other notices in relation to their plans, events, and/ or other decisions depending on the **Relevant Procurement Legislation**, **Contracting Officers** should liaise with the **Procurement Team** for all **Medium** and **High Value** contracts.

3.3 Invitation to Tender

- 3.3.1 **Contracting Officers** must ensure that they effectively and transparently communicate with all **Suppliers** being invited to submit a quote/ tender.
- 3.3.2 This document must detail.
 - (a) The exclusion grounds to apply, the conditions or participation, the award criteria, and the assessment methodology.
 - (b) The design of the procurement,
 - (i) Where under a Framework – this document will set out the process in line with the framework requirements.

- (ii) Where tendered openly - whether there will be a discrete **Conditions of Participation** stage, the number of **Tender Rounds**, whether **Suppliers** will be limited between stages/ rounds and whether there will be any **Supplier** interactions such as negotiations/ Dialogue/ presentations (subject to such being permitted by the **Relevant Procurement Legislation**). It must also detail what is required from the supplier at each stage to enable them to progress/ have a chance to be awarded the contract.
 - (c) The procedural rules including providing detail as to how the **Council** will manage clarification, incomplete tenders or other issues, the breach of which could amount to their being excluded from the procurement process.
 - (d) The deadline/ time allowed for **Suppliers** to submit a **Quote/ Tender**, this to be proportionate with the complexity of the requirements and in line with the minimum timescales set out in the **Relevant Procurement Legislation**.
 - (e) The means in which the tender must be submitted.
 - (f) It must also make clear whether there is scope to refine the award criteria/ modify the procurement after the **Tender Notice** has been published (this also needing to have been stated in the Tender Notice).
 - (g) It must also detail how suppliers should communicate with the **Council** during the procurement process and the various rounds/ activities.
- 3.3.3 This document must be accompanied by a specification document, a set of terms and conditions and any other information as may be needed to allow interested **Supplier** to submit a compliant tender. Support and guidance is available from the **Procurement Team** and the **Corporate Manager (Legal Services)** where needed.

3.4 Specification

- 3.4.1 In collating details of the **Council's** requirements, **Contracting Officers** must detail their requirements by reference to "performance or functional requirements", and must not make reference to standards or product without accepting equivalence. Equally, in setting these requirements, the **Council** must not seek to artificially narrow competition or favour/ disadvantage a **Supplier**.

3.5 Due Diligence / Standard Selection Questionnaire/ Conditions of Participation

- 3.5.1 It is essential that the **Council** only appoint **Suitable Suppliers** to deliver public sector contracts; to that end, the following apply.
- (a) **Contracting Officers** must check that **Suppliers** have the technical, legal, and financial capability, capacity, and experience needed to deliver the specified requirements; how this is to be tested will depend on the value of the contract.
 - (i) **Regulated Below Threshold Contracts** - a basic "suitability" check as part of the single stage assessment
 - (ii) **Above threshold/ Covered Procurements** – in line with the government template [PPN 03/24: Standard Selection Questionnaire \(SQ\)](#)
 - (b) When procuring works, this technical, legal, and financial capability, capacity, and experience assessment should be based on the **Common Assessment Standard** either in full for above threshold or a modified version where below threshold.

3.6 Award Criteria

- 3.6.1 **Contracting Officers** are required to design the **Award Criteria** and **Assessment Methodology** to identify the **Most Advantageous Tender**; this to be in line with these Rules and the **Relevant Procurement Legislation**.

- 3.6.2 This must include detailing whether the Assessment Methodology will be based on lowest price, Price per Quality Point, or a price: quality ratio.
- 3.6.3 In all case, the following will apply.
 - (a) **For technical/ quality, social value and/ or Value for Money considerations** - the detailed questions (award criteria) should include specific response guidance, the importance/ weighting to be applied to each question and the assessment methodology/ scoring matrix.
 - (b) For **Price consideration** – details on how the value will be calculated and then how it will be evaluated (e.g., the weighting allocated to the price as a whole or parts therein or divided by the quality score).
- 3.6.4 For **Public Contracts**, once the **Tender Notice** has been published, this **Award Criteria** cannot be amended (refined); unless specifically allowed for in the **Tender Notice**, the amendment is not substantial, and the change is implemented before the last chance to submit tenders as per the **Relevant Procurement Legislation**.
- 3.6.5 Further guidance on designing the award criteria and **Assessment Methodology** is available from the **Procurement Team**.

3.7 Form of Tender

- 3.7.1 All Suppliers will be required to sign a disclaimer when submitting their tender; specifically relating to their conduct during the procurement, their adherence to the condition of tendering, the acceptance of the contract terms and their agreement to hold their price open for a specific amount of time.

3.8 Document Format

- 3.8.1 All documentation and communication will be issued and returned electronically, the documents may, therefore, be issued as attachment in Microsoft or Adobe formats (unless otherwise explicitly stated) or built into and answered in the e-tendering portal.

4 Procurement Process & Contract Management

4.1 Procurement Launch

- 4.1.1 The Council's is required to publish a full set of procurement/ Associated Tender Documents when they publish the Tender Notice. Table 2a & b above state when a notice is required and where it must be published.
- 4.1.2 Suppliers can access these opportunities from the following links:
 - 4.1.3 E-tendering portal – via the Council's web site
 - 4.1.4 Find a Tender Service (find-tender.service.gov.uk)

4.2 Process Management

- 4.2.1 All competitive procedures (level 2 and above) must be managed through the **Council's** e-tendering Portal, including all of the following activities.
 - (a) Communication with Suppliers
 - (i) All communication with suppliers should be, as far as practicable, be via electronic means, e.g., the e-tendering portal.
 - (b) Clarifications
 - (i) The Council reserves the right to clarify any omissions, ambiguities, or errors as part of its procurement procedure.

- (ii) All clarifications (by suppliers and the Council) must be raised and managed through the e-tendering portal.
- (iii) Where a supplier asks a question, the questions and responses must be shared with all suppliers; an exception being where the supplier specifies that the question is commercially sensitive, and the Council accepts this.
- (iv) Where, as part of the evaluation process, the Council identifies something that appears erroneous, needs to be clarified or was omitted, this must also be raised through the e-tendering portal.
- (v) A record of all clarifications must be maintained.

4.3 Evaluation Process

- 4.3.1 The **Council** will identify **Suitably Qualified and Experience Persons (SQEP)** to carry out the evaluations of the various requirements/ question(s) in accordance with the **Conditions of Participation/ Award Criteria** and **Assessment Methodology**. All evaluators will then be required to attend a moderation session (even where there is only one evaluator) with moderation being led by a member of the **Procurement Team**.
- 4.3.2 At some/ multiple points in the procurement, the **Council** will/ must check a Supplier (and their supply chain's) suitability to deliver the contract. Where a supplier is assessed as **Excluded or Excludable** (mandatory or discretionary exclusion grounds) the supplier will/ may not be permitted to continue within the process.
- 4.3.3 At **Conditions of Participation** stage, depending on the route to market, the **Council** may limit the number of suppliers to invite through to the next round, depending on how the Competitive Tendering Procedure has been designed.
- 4.3.4 Additionally, at intermitted tender stages, the **Council** may, through evaluation, limit the number of suppliers to invite through to the next round.
- 4.3.5 The evaluation of the quality and social value award criteria, and the price will be conducted separately to ensure independence and integrity.
- 4.3.6 Where, as part of the evaluation process, evaluators identify any information is incomplete, inaccurate, or misleading, the Council may seek clarifications from Suppliers, where it would not be unfair to do so; this to be conducted in line with the **Relevant Procurement Legislation**.
- 4.3.7 The outcome of this process to be recorded in the **Tender Report**.

4.4 Negotiations

- 4.4.1 Negotiations will only be permitted where this is expressly stated in the procurement documentation, and this will be carried out in compliance with the stated process.
- 4.4.2 If a supplier attempts to negotiate a contract post award, where this is not permitted, the **Council** may disregard the **Supplier** and award the contract to the next ranked compliant **Supplier**.

4.5 Receiving and Opening Tenders

- 4.5.1 **Suppliers** must submit tenders in line with the **Invitation to Tender**, and these will be open in line with said document. Where tenders are submitted in hard copy, these tenders will only be opened after the published deadline has passed and details of who opened them (a minimum of two people) and when will be recorded and witnessed; these to then be stored securely (before and after) and in line with the **Council's Retention Policy**. Where a **High Value** contract, the witnesses must include a member of the **Procurement Team**.
- 4.5.2 Any tenders received late may be recorded as such and excluded as non-compliant, except in exceptional circumstances which will be at the sole discretion of the **Council**. This to be noted in the Tender Record.

4.6 Preferred Supplier Identification & Assurance

- 4.6.1 Once a preferred supplier has been identified, the supplier suitability checks referenced above must be refreshed to ensure that they are still a **Suitable Supplier** (have not become an **Excluded Supplier**).

4.7 Award Decisions and Approvals

- 4.7.1 Tender Record (Audit Trail)
- (a) Throughout the life of the procurement, all decisions must be documented in a Tender Record, including the recommendation to award.
- (b) This record is also required where a Direct Award is made.

4.8 Award Governance

- 4.8.1 Before **Suppliers** can be notified of the recommendation, the decision to award must be approved in accordance with the **Council's Scheme of Delegation** (and depending on value/ risk, in accordance with a **Gateway process**)

4.9 Supplier Notifications

- 4.9.1 Once the recommendation is approved, and depending on the contract value, Suppliers must be notified of the outcome at the same time.
- 4.9.2 For **Public Contracts**, **Suppliers** must be issued with an **Assessment Summary BEFORE**, a **Contract Award Notice** is published.
- 4.9.3 For **Regulated Below Threshold Contract**, **Suppliers** should be provided with the same information (as best practice) but there is no requirement to publish a **Contract Award Notice**.
- 4.9.4 This summary must include the scores and the reason for those scores, for each of the award criteria, in consideration of the **Assessment Methodology** as set out in the procurement/ associated tender documents. Unsuccessful **Suppliers** must also be provided with the same information relating to the successful supplier.

4.10 Standstill Period & Contract Notices.

- 4.10.1 For all **Above Threshold/ Covered Procurements**, the **Council** must apply a **Standstill Period** before entering into the contract. (Excluding Utilities, Light Touch or contracts awarded under a framework, in which cases a standstill period is optional)
- 4.10.2 A Contract Award Notice must be published in accordance with **Relevant Procurement Legislation**.
- 4.10.3 Additionally, where required under the **Relevant Procurement Legislation**, the **Council** must publish a **Contract Details Notice** within 30 days on entering into the contract: (generally, for contract with a value in excess of £30k inc. VAT).
- 4.10.4 Further guidance on Notices is available from the **Procurement Team**.

4.11 Contract Execution (Thresholds/ Approval)

4.11.1 All contracts must be signed or executed in accordance with the following rules:

Table 4 – Contract approval

Corporate Manager (Legal Services)	Works – executed as a Deed, regardless of Value
	Goods & Services – signed underhand
Contracting Officers	In line with Financial Regulations Scheme of Delegation
Head of Service	In line with Financial Regulations Scheme of Delegation
Executive Head of Finance	In line with Financial Regulations Scheme of Delegation
Key Decisions	In line with Financial Regulations Scheme of Delegation

4.11.2 A contract must only be awarded and signed by a person authorised to do so in the Scheme of Delegation subject to receipt of confirmation from a Head of Service or Procurement Service (or finance officer) that the appropriate budget holder has the funds in place to sustain the contract prior to award.

4.11.3 For all contracts where the contract value exceeds £100,000 the contract must either:

- (i) Be made under the authority's seal in accordance with these rules; or
- (ii) Signed by at least two officers authorised by the Corporate Manager (Legal Services).

4.11.4 The decision as to whether to sign or to seal a contract shall rest with the Corporate Manager (Legal Services). For the avoidance of doubt, no contract shall be either be attested by or signed by any member.

4.11.5 For contracts where the contract value is up to £100,000, the contract may be signed by a single officer with delegated authority unless the Corporate Manager (Legal Services) requires it to be made under the authority's seal

4.11.6 A full and complete audit trail of all procurement activity resulting in the award of a contract must be retained in electronic or hard-copy format as appropriate.

4.11.7 A record of the contract and a copy of all executed contracts must be retained in electronic or hard-copy format as appropriate. Physical copies of contracts executed as a deed must be stored securely.

4.11.8 When acting under a general delegation in awarding a contract, Contract Officers must make an appropriate record of the decision and notify democratic services.

5 Contract Management

5.1 Overview

5.1.1 Contracts must be managed in accordance with the *Relevant Procurement Legislation* and the **Council's** own processes. To ensure this takes place, for every contract the Head of Service must designate an appropriate lead officer as primary contact and Contract Manager.

5.1.2 Contracts deemed as large/ strategically important must have a dedicated project manager to ensure compliance with these Rules.

5.2 Meetings & Performance Management

- 5.2.1 The **Contracting Officer/ Manager** will set up a series of meetings to kick off, administer and manage delivery of the contract. These meeting will as a minimum monitor and report on.
- (i) **Supplier & Supply Chain Suitability** – ensure the **Council** is not contracting directly or indirectly with unsuitable (Excluded/ Excludable) suppliers.
 - (ii) **Key Performance Indicators** – delivery against the agreed levels.
 - (iii) **Contract Performance** – e.g., satisfactory delivery of the contract.
 - (iv) **Council Payment Performance** –the **Council** is required to pay the Supplier within 30 days of receiving a valid/ undisputed invoice.
 - (v) **Supplier Payment Performance** - the Supplier is required to pay their supply chain within 30 days of receiving a valid/ undisputed invoice.
 - (vi) **Supplier Contracts** – the supplier is required to enter into a legally binding agreement with suppliers on whom they are relying on to meet the technical, legal, or financial **conditions of participation**.
 - (vii) **Modifications** – all modifications to a contract must be documented, along with their value and justification.

5.3 Contract Modifications

- 5.3.1 All modifications must be managed in accordance with the contract, the contract value, and the **Relevant Procurement Legislation**. Where required by said legislation, a **Contract Change Notice** must be published.
- 5.3.2 All contract modifications explicitly included for within the original contract may be approved in line with the value of the modification and the thresholds in Table 3.
- 5.3.3 Any modification not explicitly included for within the original contract must be approved in accordance with the cumulative value and Table 3; where such a modification means the contract becomes subject to the Key Decision process, approval must be in line with that process.

5.4 Termination

- 5.4.1 In the event that any performance requirements are not being met, or there is some other breach of the **Relevant Procurement Legislation**, the **Council** may terminate the contract in accordance with either the stated contract clauses and/ or the **Relevant Procurement Legislation**. Where a contract is terminated, any relevant notifications will be published in line with the said legislation.

5.5 Notices

- 5.5.1 Where required under the **Relevant Procurement Legislation**, the **Council** will publish the following notices. These notices include.
- (a) **Contract Performance Notice** – used to report on KPIs and whether the contract is being delivered to the required standards (on **Public Contracts** over £5m inc. VAT).
 - (b) **Payment Compliance Notice** – used to publish the **Contracting Authorities** payment performance against all Public Contracts as a minimum.
 - (c) **Contract Modification Notice** – used to publish detail of a proposed modification to a contract where there is an increase of decrease in the estimated contract value over a specific value/ percentage.
 - (d) **Contract Termination Notice** – used where the **Council** terminates a contract in full.
- 5.5.2 Further Guidance is available from the **Procurement Team**.

6 Other Procurement Considerations

6.1 Exemption Requests & Approvals

- 6.1.1 Where a **Contracting Officer** seeks to deviate from these Rules, an **Exemption Request** must be made in accordance with the following.
- 6.1.2 An **Exemption Request** must be submitted in writing to the **Procurement Team** and must include the following information as a minimum.
- (a) A description of the required goods, services, or works, along with details of the contract value and duration, plus and any other pertinent information that may impact the decision to approve the **Exemption Request**.
- (b) A reason/ justification for requesting the exemption, e.g.
- (i) **Single supplier** – competition is absent for technical reasons (for which evidence of testing the market/ market knowledge will be required).
 - (ii) **Urgency** – the need is immediate and does not allow for any form of competitive process (and there are no Frameworks or Corporate Contracts that can be used).
 - (iii) **Protection of life/ risk of harm to property** – potentially in response to adverse weather or other health and safety risks being identified and for which an advertised process is not possible.
 - (iv) **Legal Advice/ Counsel** – the nature of the requirement prevents a competitive process – either due to time or the technical nature of the requirements.
 - (v) **Contract extension/ variation** – where it is proposed to extend a contract where this was not included as an express provision in the contract and subject to such a modification demonstrating Best Value and not breaching the Relevant Procurement Legislation.
 - (vi) **New, additions requirements or partial replacement** – where a direct award is recommended to a Supplier who has delivered previous goods, services or works and there is a benefit to the **Council** to instruct the same **Supplier** to deliver the additional requirements.
 - (vii) **Social Value** – where it has been identified that it is not in the best interest of the **Council** to mandate a requirement for **Suppliers** to deliver **Social Value** as part of the contract.
 - (viii) **Legislative compliance** – where it is determined that statute or subordinate legislation requires an exemption of these Rules.
- 6.1.3 Properly completed forms will be sent to the appropriate persons for approval, in line with **Table 5** below. They will then complete the form with the following.
- (a) Details of whether the request is approved or declined.
- (b) The reason for the decision
- (c) The names and signature of those making the decision and the date on which the decision is made.
- 6.1.4 An **Exemption Request** will never be agreed where it seeks to.
- (a) Override a **Conflict-of-Interest**, the **Code of Conduct** relating to **Hospitality** or **Gifts**.
- (b) Breach the **Relevant Procurement Legislation**.
- 6.1.5 A retrospective **Exemption Request** is unlikely to be agreed other than where the emergency/ risk of harm to person or property occurs outside normal working hours and any delay could exacerbate the harm.

- 6.1.6 A contract may only be executed after the Exemption Request has been approved (signed and dated).

Table 5 – Exemption Approvals

Estimated Contract Value	Authorisation / Notes
MINOR VALUE Up to £10,000 (including VAT)	Corporate Manager (Legal Services) OR Executive Director AND Executive Head of Finance / S151 officer OR Deputy S151 Officer
LOW VALUE £10,001 to £30,000 (including VAT)	Corporate Manager (Legal Services) OR Executive Director AND Executive Head of Finance / S151 officer OR Deputy S151 Officer
MEDIUM VALUE £30,001 up to £99,999 (including VAT)	Corporate Manager (Legal Services) OR Executive Director AND Executive Head of Finance / S151 officer OR Deputy S151 Officer
HIGH VALUE Exceeding £100,000 (including VAT)	Advice must be sought from the Corporate Manager (Legal Services) to determine whether the decision to make the exemption would amount to a Key Decision . Key Decision procedures must be applied if a key decision. Exemptions shall be authorised by: Corporate Manager (Legal Services) OR Executive Director AND Executive Head of Finance / S151 officer OR Deputy S151 Officer N.B exemption approvals only relate to the exemption and is not an approval for a contract.

- 6.1.7 Where a contract is awarded under an **Exemption Request** and is over £30k Inc. VAT, a Notice must be published on in accordance with **Relevant Procurement Legislation**.

6.2 Collaborative Procurements

- 6.2.1 Where the **Council** is required under its own powers or at the request of a partner authority to procure on its behalf, those procurements must comply with **Relevant Procurement Legislation**, and other relevant legislation more generally,
- 6.2.2 Each **Council** must comply with their own rules with regards Financial, Procurement and delegated authority requirements; and then equally, their own scheme of delegation for contract signature.

6.3 Purchase Cards

- 6.3.1 The **Council** operates a procurement purchase card facility; these are only used for low value and one-off incidental spend (such as in the response to an emergency) for example where it is not possible to add a supplier to the finance system or carry out a competitive procurement process. They may not be used as a means to disaggregate or bypass these rules.

6.4 Community Right of Challenge

- 6.4.1 Section 81 of the Localism Act 2011 permits relevant bodies (charities, community bodies, town and parish Authority Services and Staff) to submit Expressions of Interest to provide Authority Services. Corporate Services shall maintain and publish a timetable for the submission of interest. Any such expressions shall be forwarded to the Transformation Team.

6.5 Disposal of Goods & Assets

- 6.5.1 Where the **Council** has goods or assets that are no-longer required these are to be disposed of through an objective process such as a closed-bid auction process.

6.6 Grants

6.6.1 Application Process

- (a) The **Council** is the recipient and administrator of substantial funding from central government and potentially, other funders.
- (b) Where this funding is to be granted to organisation to deliver specific aims and objectives for the **Council's** community, this will be administered through a formal process.
- (c) Further guidance and support can be found at [Grants for community organisations - Rushmoor Borough Council](#)

6.6.2 Grant Agreements

- (a) Where a grant is issued, it must be awarded in accordance with the **Council's** process for advertising, selecting, and awarding grants.
- (b) All grants must include:
- (i) Details of what the applicant has committed to provide for the funding.
 - (ii) Payment details including any payment conditions and frequency; and
 - (iii) Any flow-down requirements relating to obligations that apply to the **Council**, including where relevant, reporting and clawback options.
 - (iv) All grants which include clawback options **MUST** be executed as a Deed.

6.6.3 Monitoring & Reporting

- (i) A register of all grants issued must be maintained, this to include details of the recipient, the value, the funder, and the purpose.
- (ii) Where the funding including reporting or other delivery/ payment obligations, this information must also be included in the register, e.g., conditions, monies paid, and delivery against the funding.
- (iii) Where the grant includes reporting obligations, periodic meetings (as agreed as part of the grant agreement) must be held between the recipient and the **Council** to ensure the recipient is both delivering as per their application and providing the required information. Notes and data from these meetings must be stored against the Grant Register.

7 Glossary of Terms

For the purpose of these Rules the following terms have the meanings set out below:

Term	Meaning of Term
Approved Dynamic Market or DPS	A Dynamic Market approved for use by the Corporate Procurement Team
Approved Framework	A Framework (including Open Frameworks) approved for use by the Corporate Procurement Team
Assessment Summary	<p>A letter detailing the outcome of the assessment of any Tenders received. For the winning Supplier it will include their scores and reasons for those scores against each of the published Award Criteria.</p> <p>For all losing Suppliers, the letter will include their scores and the reason for those scores against each of the published Award Criteria and the same information for the winning Supplier</p>
Award Criteria/ Assessment Methodology	<p>criteria set in accordance with section 23 of PA23 against which Tenders may be assessed for the purpose of awarding a Public Contract; these criteria must.</p> <ul style="list-style-type: none"> • Relate to the subject-matter of the Contract, • Be sufficiently clear, measurable, and specific, • Not break the rules on technical specifications in section 56, and • Be a proportionate means of assessing Tenders, having regard to the nature, complexity, and cost of the Contract. <p>And where there are more than one, their weighting or relative importance must be stated.</p> <p>Officers are also required to describe how the Tenders will be assessed (a scoring matrix), and the document must state whether failing to meet a specific score could amount to a Supplier being excluded from the procurement</p>
(Regulated/ nominated) Below Threshold Procurement	A procurement which is below the Covered Procurement threshold and not exempt from the PA23. PPN-11_23-New-Thresholds.pdf (publishing.service.gov.uk) These values apply for 2024 and 2025.
Best Value	The Best Value Duty relates to the statutory requirement for local authorities and other public bodies defined as best value authorities in Part 1 of the Local Government Act 1999 (“the 1999 Act”) 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 of Contract	Failure to meet any of the conditions of the Contract
Capital Expenditure	Expenditure involves acquiring or enhancing fixed assets with a long-term value to the authority, such as land, buildings, and major items of plant, equipment, or vehicles.
Capital Programme	The programme of Capital expenditure agreed by Cabinet.

Categories	Where establishing a dynamic market, the Council may divide the DM into categories (Lots/ specialism) to facilitate access by SMEs and effective competition
Code of Conduct	The code of conduct binding on all Officers of the Council and being within Officer Code of Conduct - Part 5 Section 8 of the Council's Constitution and viewable on the Council's website.
Competitive Flexible Procedure	This is a multi-staged procurement which can include a discrete Conditions Of Participation stage, limiting Suppliers (following the SQ or other assessments), one or more Tender rounds (and intermediate assessments), refinement of the Award Criteria , modification of the Tender procedure, interaction with the Suppliers (e.g., negotiations, presentations, site visits) and then following a final submission, there is a potential to finesse the submission and subsequent staged awards – all this being subject to what was specified in the Invitation to Tender document.
Competitive Selection Process	A procurement process where all of the Suppliers on the Framework (or a specific Lot) are invited to submit a Tender in line with the Framework rules and in line with the Specification for the Contract to be let, and the Specification of the Framework .
Competitive Tendering Procedures	This includes the Open Procedure and the Competitive Flexible Procedure
Concession Contracts	a Contract for the supply, for pecuniary interest, of works or services to a Council where— a) at least part of the consideration for that supply is a right to exploit, and b) under the Contract the Supplier is exposed to a real operating risk. (it may also be paid for by service users rather than the Council).
Conditions Of Participation	this is a condition that a Supplier must satisfy if the Supplier is to be awarded the public Contract . These conditions must be a proportionate means of assuring that a Supplier has. <ul style="list-style-type: none"> the legal and financial capacity to perform the Contract, or the technical ability to perform the Contract.
Conditions of Tendering	The rules/ conditions by which a competitive procurement process will be conducted, and with which a Supplier must comply if they are not to be excluded from the procurement process.
Conflict Assessments	Means an assessment that has been carried out by the Council and in which, it identifies all and any potential or actual conflicts and the actions taken/ to be taken to mitigate them to ensure equal treatment.
Conflict of Interest	There is a Conflict of Interest in relation to a Covered Procurement if— A person acting for or on behalf of the Council in relation to the Procurement has a Conflict of Interest, or <ul style="list-style-type: none"> A Minister acting in relation to the Procurement has Conflict of Interest
Contract	an agreement to be made/ concluded in writing between the Council and a Supplier for a specific set of requirements. For a low value contract, this may be made by way of raising a Purchase Order (PO) and attaching the Council's standard PO terms and conditions.

Contract Award Notice	<p>A notice that is published on the Central Digital Platform and that informs the market of and intent to award and where a Mandatory Standstill Period (or Voluntary Standstill Period) is required, this notice initiates that Standstill Period.</p> <p>There is a different form of notice for below and above threshold procurements.</p>
Contract Change Notice	<p>For Contracts let under the Procurement Act 2023 (after 24th February 2025)</p> <p>A notice that must be published before a Contract modification is applied, where that modification increases or decreases the estimated value of the Contract by—</p> <ul style="list-style-type: none"> in the case of a Contract for goods or services, 10 per cent or less, in the case of a Contract for works, 15 per cent or less, or the modification increases or decreases the term of the Contract by 10 per cent or less of the <p>Issued in accordance with section 75.</p> <p>For Contracts let under the Public Contracts Regulations 2015</p> <p>A modification notice must be published where a modification is made under Regulation 72(b) or 72(c).</p>
Contract Details Notice	<p>A notice that confirms that the Contract has been entered into within the previous 30 days. There is a different form of notice for below and above threshold procurements.</p>
Contract Management	<p>Contract Management is the active management of the relationship between the Council and the Supplier over the term of the Contract for the provision of services, goods and works to a set of agreed standards.</p>
Contract Management Notices	<p>For Contracts let under the Procurement Act 2023 (PA23) (after 24th February 2025)</p> <p>The Council will be required to publish the following in line with the PA23.</p> <ul style="list-style-type: none"> Contract Performance Notice – required for all Public Contracts over £5m and used to report on KPIs and whether the Contract is being delivered to the Council's required standards e.g., satisfactory performance against the KPIs, and/ or a breach of Contract which resulted in, partial termination, and/ or damages. Payment Compliance Notice – used to publish the Contracting Authorities payment performance. Contract Termination Notice – used where the Council terminates a Contract in full.
Contract Managers/ Contracting Officer	<p>An Officer with responsibility for conducting the purchasing processes for the purchase of works, goods (goods) or services on behalf of the Council and that manages the resultant Contract and ensure day to day activities are conducted in accordance with its terms and conditions.</p>
Contract Modification	<p>For Contracts let under the Procurement Act 2023 (PA23) (after 24th February 2025)</p> <p>A modification permitted under section 74 and schedule eight of the PA2023 or is not a substantial modification or is a below-threshold modification.</p> <p>For Contracts let under the Public Contracts Regulations 2015 (PCR2015)</p> <p>A modification permitted under Regulation 72.</p>

Contracts Procedure Rules (Rules)	This document setting out the principles of procurement, roles and responsibilities, Contract Standing Orders and processes involved in purchasing services, goods, and works Contracts .
Contract Register	A register of Council Contracts that exceed £5k held by The Corporate Procurement Team and made publicly available via the Council website.
Contract Value	The estimated total monetary value of a Contract over its full duration and any extensions or potential variations. (N.B. not just the annual value.) Where the duration of a Contract is indeterminate, this will be taken to be the estimated value of the Contract over a period of four years.
Council	Rushmoor Borough Council.
Council Amendments	The amendments/ additional contract requirements identified by the Council as being needed to make an industry standard contract suitable for their and a specific project/ contract requirement.
Councillor/ Member	An elected Member of the Council .
Covered Procurement	Means an above threshold procurement that is intended to result in a Public Contract . PPN-11_23-New-Thresholds.pdf (publishing.service.gov.uk) These values apply for 2024 and 2025.
Data Protection Act 2018	Means the legislation that controls how personal information is used by organisations, businesses, and/ or the government.
Contract	A legally binding agreement between the Council and a Supplier for the provision of goods, services or works against specific terms and conditions.
Contract Managers	These are Officers within service areas across the Council that manage and oversee Contracts and would consult with The Corporate Procurement Team when re- Tendering or procuring new Contracts .
Dialogue	Means a discussion between the Council and Suppliers about any aspect of the procurement.
Direct Award	Means the award of a Contract without a competitive process.
Discretionary Exclusion Grounds	<p>Schedule 7</p> <p>Labour market misconduct</p> <ul style="list-style-type: none"> • Environmental misconduct • Insolvency, bankruptcy, etc • Potential competition infringements • Professional misconduct • Breach of Contract and poor performance • Acting improperly in procurement • Threat to national security

Dynamic Market	a list of Suppliers who have met the published Conditions of Membership and are eligible to submit a Tender against a competition let under the market. These markets can be set up to purchase any requirements that a Council may wish to purchase and require the use of the competitive flexible procedure to award a Contract .
Dynamic Purchasing System (DPS)	A completely electronic system used by a Council (buyer) to purchase commonly used goods, works or services. Unlike a traditional framework, Suppliers can apply to join at any time.
E-Procurement System	A system for the end-to-end Tendering process, both Suppliers and buyers submit and respond to Tenders electronically removing the need for paper submissions.
Equalities Act 2010	Protects individuals from various forms of discrimination and harassment relating to disability, age, gender, religion / belief, and sexuality.
Estimated Contract Value	Means the value being estimated by the Council for the entire possible scope (including any optional extras) and duration (including any possible extensions) of the potential Contract requirements including all other options, premiums, fees etc as may become due under the contract.
Excludable Supplier	<p>An Excludable Supplier is a Supplier.</p> <p>To whom a discretionary exclusion ground applies, and such exclusion ground circumstances are continuing/ likely to occur again; or</p> <ul style="list-style-type: none"> They are on the debarment list by virtue of a discretionary exclusion ground. <p>Tenders from excludable Suppliers may be disregarded in any Competitive Tendering Process (s.26(2)) and Contracting Authorities may exclude an Excludable Supplier from participating in a Competitive Flexible Procedure (s.27(1)(b)).</p> <p>The Council may also terminate a Contract with a Supplier who becomes an excluded Supplier after the award of the Contract or where one of their sub-Contractors is an excludable Supplier and they fail to replace them when instructed.</p>
Excluded Supplier	<p>An excluded Supplier is a Supplier.</p> <p>To whom a Mandatory Exclusion Ground applies to, and such exclusion ground is continuing/ likely to occur again; or</p> <ul style="list-style-type: none"> They are on the Debarment List by virtue of a Mandatory Exclusion Ground. <p>Tenders from excluded Suppliers must be disregarded in any competitive Tendering process and Contracting Authorities must exclude an Excluded Supplier from participating in a Competitive Flexible Procedure.</p> <p>Supplier must be removed from a Dynamic Market if it is on the Debarment List by virtue of a Mandatory Exclusion Ground and may be removed if otherwise an Excluded Supplier or an Excludable Supplier.</p> <p>The Council may also terminate a Contract with a Supplier who becomes an Excluded Supplier after the award of the Contract or where one of their Sub-Contractors is an Excluded Supplier and they fail to replace them when instructed.</p>
Exempt Contracts	The kind of Contract listed in Schedule 2 of the Procurement Act 2023 , and for which the rules of the PA23 do not apply.
Financial Procedure Rules	The Council's rules relating to financial procedures in Part 4 Section 9 of the council's constitution and available on the council's website.

Framework	An agreement with Suppliers which sets out terms and conditions under which specific purchases can be made throughout the term of the agreement and which has been Tendered in accordance with UK Directives.
Freedom of Information Act	Freedom of Information Act 2000 is an act defining the ways in which the public may obtain access to government-held information.
Grant	the payment of money to a supplier to deliver against a policy aim or objective and for which there is no consideration to the Council .
Head of Service	An officer of the Council employed above grade 7 and where an Executive Director has service responsibilities then they shall be deemed to be a Head of Service for the purposes of these CSOs.
Invitation to Tender (IIT)	The document that invites Suppliers to submit a Request to Participate or a Tender in response to a Tender Notice . It must include clear instructions of what is required, a description of the procurement process, the Conditions of Tendering , and the Award Criteria/ Assessment Methodology as a minimum.
Key Performance Indicator (KPIs)	a factor or measure against which a Supplier's performance of a Contract can be assessed during the life cycle of the Contract .
Key Decision	A decision as defined within Part 2 (3.12) of the Constitution. Includes transactions above £100,000 in value.
Light Touch Regime	These are Contracts /procurements which cover Health, Social Care, legal and Education related requirements.
Limit Suppliers	Means the reduction of the number of Suppliers to progress from one stage to the next in a procurement process, based on the evaluation of the submission of a response to Conditions of Participation and/ or Tender Rounds
Local Supplier	A supplier with a Rushmoor postcode.
Lots.	Means splitting the goods, services or works to be supplied into more than one Contract to make them accessible to SME and facilitate effective competition. This is not to be done to circumvent the PA23 .
Mandatory Exclusion Grounds	<p>Schedule 6 - Part 1</p> <p>Corporate manslaughter or corporate homicide</p> <ul style="list-style-type: none"> • Terrorism • Theft, fraud, bribery, etc • Labour market, slavery, and trafficking offences • Organised crime • Tax offences. • Cartel offences • Ancillary offences

	<p>Schedule 6 - Part 2</p> <ul style="list-style-type: none"> • National Security, • Tax Misconduct, • Competition Law Infringements, Or the Equivalent for Conduct Outside The UK, • Failure To Cooperate with An Investigation
MAT	<p>Most Advantageous Tender –</p> <p>Is the Tender that the Council considers—</p> <ol style="list-style-type: none"> a) Satisfies the Council's requirements, and b) Best satisfies the Award Criteria when assessed against them
Notifiable Below Threshold Contract	A contract with a value in excess of £30k inc. VAT but less than the threshold for Covered Procurements .
Negotiation	Means a discussion between the Council and a Supplier with a view to improving the content of Tenders
Open Framework	A scheme of Frameworks where the initial Framework is open for 3 years or less, and the subsequent Frameworks cannot last for more than 5 years before it must be re-opened. The maximum overall term being 8 years and how Suppliers are appointed onto the Framework will depend on how the Open Framework is established.
Open Procedure	This is a single stage procedure where any interested Supplier can submit a Tender ; and a Supplier's suitability, capacity and capability and their Tender response are all evaluated together.
Performance Bond	A performance bond is issued to by a Supplier to the Council as a guarantee against the failure of the other party to meet the obligations of the Contract . A performance bond is usually issued by a bank or an insurance company.
Pipeline Notice	Means the annual notice to be published by the Council to inform the market of the Contracts to be procured/ awarded in the coming reporting period. This to include all Contracts with a value of £2m or above.
Preliminary Market Engagement	Analysis of the market prior to formal Tender .
Preliminary Market Engagement	<p>This can be used for the purpose of—</p> <p>developing the authority's requirements and approach to the procurement.</p> <ul style="list-style-type: none"> • designing a procedure, Conditions of Participation or Award Criteria. • preparing the Tender notice and Associated Tender Documents. • identifying Suppliers that may be able to supply the goods, services or works required. • identifying likely Contractual terms. • building capacity among Suppliers in relation to the Contract being awarded.

Presentation, Demonstration	Mean a meeting with a Supplier where they present their proposed delivery methodology or demonstrate a specific element/ product within their proposal to aid the Council in understanding the proposed solution and how it meets the Specification . These may be scored and may also lead to the Council limiting the number of Suppliers to participate in the next Tender Round .
Procurement Card	Corporate credit card used for low value procurements
Procurement Legislation Guidance	Means the guidance issued by the Cabinet Office that is to be considered in the development and delivery of the procurement process. Procurement Act 2023 - Guidance documents - GOV.UK (www.gov.uk) Procurement policy notes - GOV.UK (www.gov.uk)
Procurement Objectives	Value for Money (a) Sharing information <ul style="list-style-type: none"> • Public Benefit • Acting with integrity • Removing barriers to SMEs • Equal treatment
Procurement Thresholds	the values that determine which route to market to use
Public Contract	All Contract Values which are Covered Procurement (above threshold) under the Relevant Procurement Legislation (this value to be inclusive of VAT)
Public Services (Social Value) Act 2012	Act places a requirement on procurers to consider the economic, environmental, and social benefits. Please refer to the Corporate Social Value Policy and toolkit
Purchase Order	An instruction issued by the Council to a Supplier to provide specific goods, services or works.
Quotation	The provision of a price to deliver the Council's requirements (may include a method statement too), without the conduct of a formal (advertised) procurement process.
Regulated Below Threshold Contract	Means a contract that is below the threshold of a Covered Procurement , and which is not an Exempt , a Concession Contract , or a Utilities Contract .
Relevant Public Sector Legislation	Including but not limited to <ul style="list-style-type: none"> • Local Government Act 1988 Part II, • Local government Act 1999, • Local Government Act 2000, • Local Government (Contracts) Act 1997 • Equalities Act 2010

	<ul style="list-style-type: none"> • TUPE 2006 • Localism Act 2011 • Small Business, Enterprise, and Employment Act 2015 • Modern Slavery Act 2015 • The Public Services (Social Value) Act 2012 • Local Government Transparency Code 2015 • The Health and Safety at Work etc. Act 1974
Relevant Procurement Legislation	<p>Public Contracts Regulations 2015 or Concession Contracts Regulations 2016 – the legislation that applies to Contracts let under one of these regimes where the Contract continues to be used/ delivers post 24th February 2025</p> <p>Procurement Act 2023, Procurement Regulations 2024 – for Contract that are to be or were procured post 24th February 2025</p> <p>Provider Services Regime 2023 where the procurement relates to health care services.</p>
Relevant Procurement Policy Notes	<p>Procurement policy notes - GOV.UK</p> <p>Insert list.</p>
Request to Participate	The submission of a response to the Conditions of Participation published with a Tender Notice where this Conditions of Participation are a discrete stage in a Competitive Flexible Procedure .
Sensitive Commercial Information	<p>Means information which.</p> <p>Constitutes a trade secret, or</p> <p>(a) Would be likely to prejudice the commercial interests of any person if it were published or otherwise disclosed.</p>
Site Visit	Means a visit to an office, or project location to aid a Supplier in understanding the Contract requirements/ Specification and to aid in putting in an effective and compliant Tender .
Specification	Means the document that sets out the Councils specific requirements for a specific contract/ project.
SME	Small to Medium Enterprise – fewer than 250 employees; and annual turnover not exceeding approximately £50 million
Scheme of Delegation	The rules as to who has the authority to make which decisions, as Part 3 Section 3 for Executive Matters, Part 3 Section 4 for Non-Executive Matters of the council's constitution and being available on the council's website.
Standstill Period	<p>Means period of eight working days commencing on the day that the Contract Award Notice was published on the Central Digital Platform.</p> <p>Mandatory for all Covered Procurement other than for the following exception, for which a Voluntary Standstill Period of eight working days may still be applied.</p> <ul style="list-style-type: none"> ▪ Direct Award under sections 41 or 43 ▪ Award under a Framework.

	<ul style="list-style-type: none"> ▪ Award by reference to a Dynamic Market ▪ A light touch Contract
Suppliers	Means all or any of economic operators, tenderers, bidders, contractors (or subcontractors), third party organisations supplying goods, services or works to the Council
Tender Notices	Regulated Below Threshold Tender Notice - A call for competition (advert) where a Below Threshold Contract which is published on the Central Digital Platform/ FTS . Tender Notice (separate forms for Open Procedure, Competitive Flexible Procedure, Frameworks and Dynamic Markets) - A call for competition (advert) for a Public Contract which is published on the Central Digital Platform/ FTS .
Tender Record	Means a record of all decisions made during the life of a Covered Procurement
Tender Rounds	Means an initial, intermediate, and/ or final Tender stage, in a Competitive Flexible Procedure .
Treaty State Supplier	Means a Supplier that is entitled to the benefits of an international agreement (part of the WTO or other formal arrangement)
Utilities Contracts	a Contract for the supply of goods, services or works wholly or mainly for the purpose of a utility activity. (Gas, electric, Water, transport e.g., buses on a fixed network).
Value for Money	Means the balance of quality and price deemed representative of the Most Advantageous Tender