

Note: Due to the scale of changes to the Procurement Rules, a whole new document is presented to Council for approval.

CONTRACT STANDING ORDERS AND CONTRACT PROCEDURE RULES – THE LONDON BOROUGH OF ISLINGTON’S PROCUREMENT RULES (hereafter the ‘Rules’)

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1. INTRODUCTION

- 1.1 These Rules are made pursuant to the Local Government Act 1972, Section 135, effective from **24 February 2025**.
- 1.2 These Rules provide a corporate framework for the Procurement of all Goods, Services and Works for the Council, including Concession contracts.
- 1.3 As a matter of law under the Procurement Act 2023 ('PA 23'):
Procurement "means the award, entry into and management of a public contract" which extends to include activity pre and post contract award, including many commissioning, contract management and payment matters.
- 1.4 For all procurement and contracts that are commenced on or after 24 February 2025 and subject to the PA 23 (i.e. above the public formal tendering threshold and are non-exempt contracts), the Council must abide by the covered procurement objectives. Officers shall abide by these procurement objectives insofar as reasonably possible for all contracts. Officers shall:
 - 1.4.1 shall treat suppliers the same and not discriminate against suppliers unless a difference between the suppliers justifies different treatment (in which case the Council must take all reasonable steps to ensure it does not put a supplier at an unfair advantage or disadvantage);
 - 1.4.2 have regard to the fact that small and medium-sized enterprises may face particular barriers to participation and consider whether such barriers can be removed or reduced;
 - 1.4.3 have regard to the National Procurement Policy Statement;
 - 1.4.4 have regard to the importance of:
 - 1.4.4.1 delivering value for money and ensuring competition;
 - 1.4.4.2 maximising public benefit including social value;
 - 1.4.4.3 sharing information for the purpose of allowing suppliers and others to understand the Council's procurement policies and decisions i.e. acting transparently; and
 - 1.4.4.4 acting, and being seen to act, with integrity.
- 1.5 Officers undertaking procurement related activity in the broadest sense described in Rule 1.3 shall have regard for all contracts to the importance of:
 - 1.5.1 achieving required levels of quality and performance from contracts
 - 1.5.2 behaving reasonably, proportionately and with upmost probity
 - 1.5.3 compliance with all applicable procurement and relevant UK legislation
 - 1.5.4 protecting members and officers from acting unfairly or unlawfully
 - 1.5.5 reducing or minimising barriers to entry including unfair dis/advantage
 - 1.5.6 achieving the outcomes needed for effective risk management
 - 1.5.7 delivering having regard to the National Procurement Policy Statement;

- 1.5.8 sharing information with suppliers and others to enable them to understand:
 - 1.5.8.1 the Council's strategic objectives as set out in Islington Together 2030
 - 1.5.8.2 the Council's Progressive Procurement Strategy 2020/27
- 1.5.9 improving social value (see Rule 53) and delivering on matters of policy (see Rule 54)
- 1.5.10 ensuring the Council's commitment to a more equal future including wherever reasonably possible supporting good jobs that pay a fair living wage.
- 1.6 These Rules are not intended as detailed guidance for implementation and any procurement or commercial guidance of the Council's appointed Assistant Director, Procurement and Supply, must be taken into account.
- 1.7 Any explanation or clarification of these Procurement Rules should come exclusively from the Assistant Director, Procurement and Supply.
- 1.8 All matters within these Procurement Rules reserved for the Assistant Director, Procurement and Supply may be undertaken by their nominated representative(s), who must report directly to the post.
- 1.9 These Rules shall govern, alongside existing Council procedures, rules in relation to organisational behaviour in the conduct of procurement including conflict of interest or potential conflict of interest.

2. COMPLIANCE WITH THESE RULES

- 2.1 These Rules must be followed for all spend by Officers or Agents of the Council and Partnerships for which the Council has responsibility, for goods, works and services, including when the Council is leading in a centralised procurement authority arrangement.
- 2.2 References to the Council in these Procurement Rules should be substituted by any relevant partnership as appropriate.
- 2.3 Every Procurement undertaken by the Council or any other party on its behalf must comply with:
 - 2.3.1 all UK law that governs or relates to procurement including concessions
 - 2.3.2 the Council's Constitution as a whole
 - 2.3.3 the Council's strategic objectives as set out in Islington Together 2030
 - 2.3.4 the Council's Progressive Procurement Strategy 2020/27
 - 2.3.5 the requirements set out in these Rules.
- 2.4 To the extent that any conflict arises between these Rules and any such legal requirement, then the provisions of such legal requirement shall prevail.
- 2.5 The Assistant Director, Procurement and Supply may from time-to-time issue procurement guidance following, where needed, consultation with the Council's Section 151 and Monitoring Officer.

- 2.6 Corporate Directors shall ensure that Officers within their directorate are aware of such guidance as issued by the Assistant Director, Procurement and Supply and must require compliance with such guidance, normally published within the Progressive Procurement Toolkit (hereafter the 'Toolkit').
- 2.7 Any failure by Officers to comply with any of the provisions of these Rules or associated guidance of the Assistant Director, Procurement and Supply may result in disciplinary action.
- 2.8 Any procurement carried out on behalf of the Council may only be undertaken by Officers with the appropriate delegated authority to carry out such tasks and who have the necessary capability and capacity to undertake the procurement.

3. EXEMPTIONS FROM THESE RULES

- 3.1 The following matters are exempt from these Rules, but shall only be relied upon following the guidance of the Assistant Director, Procurement and Supply with reference to the PA23 and other applicable legislation, in consultation with the Monitoring Officer as necessary:

3.2 Exemptions for land and licensing

- 3.2.1 contracts for the acquisition or disposal of land, buildings, interests or rights over them including real estate, freehold or property investments unless related to a contract for goods, works or services
(refer to the Land/Property Disposal Acquisition Rules)
- 3.2.2 contracts for the acquisition, development, production or co-production of broadcast material including broadcast programmes or advertisements
- 3.2.3 contracts which facilitate transmission of electrical, magnetic or electro-magnetic energy, of signals of any description

3.3 Exemptions for legal arrangements

- 3.3.1 contracts for the provision of arbitration, mediation or conciliation services for alternative dispute resolution
- 3.3.2 contracts for legal representation or contemplation in judicial proceedings, whether or not in the UK
- 3.3.3 contracts to document certification or authentication services provided by a notary under enactment or rule of law
- 3.3.4 legal services provided by a person required to provide them under an enactment or an order of a court or tribunal
- 3.3.5 court orders for damages, costs, compensation or other matters

3.4 Exemptions for financial arrangements

- 3.4.1 contracts for lending money to or financial investments of the council, where from an appropriate financial instrument, firm or qualifying credit institution
- 3.4.2 financial services contracts for the provision of services provided by the Bank of England or investment contracts agreed by Islington Pension Committee
- 3.4.3 payments required as a matter of law, such as those to HM Revenue and Customs or HM Land Registry
- 3.4.4 contracts and/or payments pursuant to inter-authority recoupment undertaken in line with legislation
- 3.4.5 pooled budgets between the NHS and the Council undertaken in accordance with the National Health Service Act 2006 Section 75

3.5 Exemptions for subject matter

- 3.5.1 contract or employment or direct individual's workers contract or other such remuneration, compensation or public inquiry contract
- 3.5.2 contract for the provision of emergency services provided on a not for profit basis e.g. fire extinguishing related services from the Fire Brigade
- 3.5.3 contracts for public passenger transport services which are directed as a matter of law to be completed
- 3.5.4 contracts for research and development services for or to benefit the public, not providing for the provision of goods or works specifically
- 3.5.5 certain international agreements or matters of national security, intelligence or defence and security contracts in case of emergency

3.6 Exemptions relating to children or service users

- 3.6.1 placement of a child with special educational needs following a statutory assessment in a school
- 3.6.2 contracts entered into by schools adhering to the Scheme for Financing Schools which contain the procurement and contract rules for schools
- 3.6.3 direct payments made to the end service user/resident following an appropriate assessment and agreement for direct support/personal budget

3.7 Exemptions relating to grants awarded

- 3.7.1 grants awarded to third parties, correctly undertaken in accordance with Council procedures, save any provisions added to these Rules explicitly relating to grants.

3.8 Counterparty exempted contracts

- 3.8.1 horizontal arrangements (e.g. contracts between contracting authorities where the arrangement is intended to achieve common goals in connection with the exercise of their public functions, the arrangement is solely in the public interest and no more than 20% of the activities envisaged by the arrangement are intended to be carried out for reasons other than for the purpose of their public functions)
- 3.8.2 vertical arrangements (e.g. a contract between a contracting authority (or two or more contracting authorities acting together) with a person over which the contracting authority owner has a form of control)
- 3.8.3 matters excluded under the Local Authority (Goods and Services) Act 1970 (as amended), where they are horizontal arrangements, only by agreement of the Monitoring Officer
- 3.8.4 delegation of functions to another local authority under section 101 of the Local Government Act 1972.

3.9 Exemptions for centralised procurement authorities

- 3.9.1 When procuring goods, works or services from a centralised contracting authority by calling-off an established agreement, the procedures set out in that agreement prevail, which may include a mini-competition or direct award
- 3.9.2 This route to market must be pre-agreed in accordance with these Rules, no waiver to these Rules is required but normal Rules in respect of decision making and governance shall, and other Rules may, still apply.
- 3.10 Exemption from these Rules does not imply and cannot be inferred as any exemption from requirements as a matter of law.

4. DELEGATED AUTHORITY TO ENTER INTO CONTRACTS

- 4.1 The Executive, or the relevant committee as delegated by Council or the Executive, shall have power to authorise the approval of contracts.
- 4.2 Authorised Chief Officers shall have power to enter into contracts on behalf of the Council under the Scheme of Delegation to thresholds stated.
- 4.3 The authority to further enter into contracts shall be documented within the Council's Scheme of Authorisation.
- 4.4 The contract award decision report seeking such authority to enter into contracts shall be in the format and containing the content as acceptable to or prescribed by:
 - 4.4.1 the Head of Democratic Services, for Key and Recordable Decisions
 - 4.4.2 the Assistant Director, Procurement and Supply, for other decisions
- 4.5 Where appropriate, the Officers in 4.4.1 and 4.4.2 shall discuss content to ensure it is mutually sufficient for the purpose.
- 4.6 Key Decisions and Recordable Decisions shall be recorded in the electronic database of decisions managed by Democratic Services.

- 4.7 All copies of decisions, including non-Key and non-Recordable Decisions, sent electronically to Strategic Procurement and Supply Assurance shall be maintained in line with the Council's Retention Schedule.

5. PRE-CONTRACT REQUIREMENTS

- 5.1 A corporate contracts register number shall be obtained before commencing any procurement activity or entering into contracts over £5k.
- 5.2 Non-regulated below threshold procurement (quotations) may be undertaken by the commissioning officer identifying the need without the engagement of Strategic Procurement and Supply Assurance.
- 5.3 Officers shall ensure that all suppliers or potential suppliers are treated equally, without discrimination in a proportionate and transparent manner.
- 5.4 Officers shall not design a procurement exercise with the intention of artificially narrowing competition or favouring/disfavouring individual suppliers, or avoiding appropriate threshold levels within these Rules.
- 5.5 Officers shall act with regard to a 'Category Management' approach, grouping similar categories of cross council spend together for the most effective commissioning, procurement, contract management of and payment for that spend.
- 5.6 Officers shall maintain a record of all decisions taken and conflicts of interest in line with corporate guidance and maintain that record on file in line with the Council's Retention Schedule.

6. WAIVER REQUESTS

- 6.1 No officer, member or the Executive has any authority to waive any matter which is required under the Law. The law cannot be waived under any circumstances.
- 6.2 In exceptional circumstances the Assistant Director, Procurement and Supply may waive a Rule (or Rules) following the obligations in the Rules, demonstrating the significant reasons to justify the request.
- 6.3 Waiver requests to the Procurement Rules shall only be considered on the basis of a written report ("waiver request") produced in advance of procurement activity from the Officer on the template provided within the Toolkit.
- 6.4 A waiver request authorised by the Assistant Director, Procurement and Supply is needed whenever the Council's Rules are not being adhered to, regardless of whom is undertaking the procurement, whether an Officer, agent or collaborative/partnership body.
- 6.5 All waiver requests shall set out:
- 6.5.1 good operational and financial reasons
 - 6.5.2 the overriding public interest
 - 6.5.3 value for money

- 6.5.4 social value
 - making it clear which Rule (or Rules) are not going to be followed, addressing all matters outlined on the waiver request template.
- 6.6 Applicable examples of valid Waiver Requests, subject to the final decision of the Assistant Director, Procurement and Supply, may include:
 - 6.6.1 demonstrable lack of competition
 - (a waiver request is not required when switching to direct award following a fully competitive procurement exercise, but must be satisfactorily recorded in the Contract Award report)
 - 6.6.2 demonstrable intellectual property rights or exclusive rights
 - 6.6.3 limited extensions to existing arrangements
 - 6.6.4 urgency for services strictly necessary, but which urgency is not attributable to any act or omission of the Council and could not be foreseen
 - 6.6.5 specific user choice contracts, generally in relation to social care.
- 6.7 Where a collaboration is on-going (e.g. in the case of a shared service arrangement) exceptions may be agreed, by the Assistant Director, Procurement and Supply or Executive (as deemed appropriate in consultation with the Monitoring Officer) in respect of all procurements by the other body which are undertaken as part of that arrangement without the need for a waiver.
- 6.8 The waiver request must include implications from:
 - 6.8.1 Corporate Finance
 - 6.8.2 Strategic Procurement and Supply Assurance
 - 6.8.3 Legal Services
- 6.9 Waiver requests shall be agreed for acceptance of risk including potentially financial risk in line with decision making and the Council's Scheme of Authorisation by the Commissioning directorate.
- 6.10 The decision maker on waiver requests to the Rules shall be the Assistant Director, Procurement and Supply.
- 6.11 The Corporate Director (or officer in line with their Scheme of Authorisation) shall then be able to decide whether to proceed with the award on the basis of the approved waiver request.
- 6.12 In discussion with the Monitoring Officer (or their representative), the Assistant Director, Procurement and Supply, may for a minor infraction propose a corrective action plan be completed by an Officer in order to document only any matter which has not been completed in accordance with the Rules, noting the implications and recommended corrective action.
- 6.13 A waiver request is not required where a request has been allowed for in both the original decision report and the agreement.
- 6.14 A waiver request is not required for any direct appointment under £25,000 excluding VAT (or where VAT is not applicable) or £30,000 inclusive of VAT.

7. MANAGEMENT AND OWNERSHIP

- 7.1 The Monitoring Officer, as the statutory officer responsible for the legal governance of the Council, shall own these Rules as part of the Constitution and review all proposals to keep them up-to-date.
- 7.2 The Head of Democratic Services on behalf of the Monitoring Officer, shall keep up-to-date as required all templates, forms and guidance for formal decision making.
- 7.3 The Assistant Director, Procurement and Supply shall
 - 7.3.1 author and act as the custodian of these Rules
 - 7.3.2 manage delivery and advise on the content of these Rules
 - 7.3.3 have the final decision on officer requests to waive Rules
 - 7.3.4 provide professional commercial supply chain leadership
 - 7.3.5 coordinate any proposed Rule changes.
- 7.4 The Assistant Director, Procurement and Supply, shall oversee and keep up to date the Toolkit with templates, forms and guidance to support delivery of these Rules and council policies.
- 7.5 All matters within these the Rules reserved for the Assistant Director, Procurement and Supply may be undertaken by their nominated representative(s), who must report directly to the post.
- 7.6 Where there is conflict between Law and the Rules, the Law and then the Rules shall apply in that order of priority. Any explanation or clarification of the Rules shall come from the Assistant Director, Procurement and Supply.
- 7.7 The Rules may have minor amendments from time to time by the Monitoring Officer following a proposal of the Assistant Director, Procurement and Supply by notifying any relevant Committee or the Executive to meet any obligations imposed by the Law or organisational changes.
- 7.8 Significant changes to the Rules may be proposed when needed, but may require the approval of Council upon the advice of the Monitoring Officer.
- 7.9 The Rules may be modified from time to time in accordance with the provisions of these Rules and the Council's Constitution.
- 7.10 The Rules may be waived in exceptional circumstances and in accordance with the provision set out in the Rules.
- 7.11 All contracts entered into over £25k excluding VAT (£30k including VAT) shall be made in writing and executed in accordance with the Rules.
- 7.12 All Contracts shall be awarded in accordance with the Rules without any special favour as a result of Conflict of Interest and any conflict shall be appropriately declared.

8. CONDUCT AND CONFLICTS OF INTEREST

- 8.1 Officers shall conduct themselves in line with the law, the Constitution and particularly these Rules in regard to commercial matters and the Employee Code of Conduct.
- 8.2 Officers shall take all reasonable steps to support the Council in its duty to identify, keep under review and manage any actual conflicts of interest, potential conflicts of interests and perceived conflicts of interest in order for the Council to comply with its new duties under the PA23.
- 8.3 Officers shall:
 - 8.3.1 follow the guidance provided within the Toolkit and any professional advice given by the Assistant Director, Procurement and Supply (or the Monitoring Officer)
 - 8.3.2 seek to avoid a conflict of interest creating an unfair advantage or disadvantage for a supplier
 - 8.3.3 undertake a conflicts assessment prior to Procurement and Supply publishing a tender or transparency notice
 - 8.3.4 include within the conflicts assessment details of the actual or potential conflict identifies and any steps the Council has or will take to mitigate that conflict
 - 8.3.5 consider where the Council is aware of circumstances that it considers are likely to cause a reasonable person to wrongly believe there to be a conflict or potential conflict, the conflicts assessment must include details of any steps the Council has taken or will take to demonstrate no such conflict or potential conflict exists
 - 8.3.6 keep any conflict assessments under review and revise as necessary
 - 8.3.7 confirm that a conflicts assessment has been prepared and revised in accordance with the guidance provided to comply with PA 23, before Procurement and Supply publish any notices on behalf of the Council.
- 8.3 Commercial Conflicts of Interest may include any direct or indirect personal, professional and/or financial interest. The conflicts assessment shall be maintained throughout the lifetime of the contract.
- 8.4 Officers shall complete documentation required by the Assistant Director, Procurement and Supply in regard to Conflicts of Interest and adhere to any instructions or assessment given by the Assistant Director, Procurement and Supply on how to mitigate any form of commercial Conflict of Interest.
- 8.5 In the event that a conflict of interest puts any supplier at an unfair advantage and this cannot be avoided, or the supplier refuses to take the sufficient steps required by the Council under the advice of the Assistant Director, Procurement and Supply to avoid it, then the Assistant Director, Procurement and Supply at their discretion shall make that supplier an excluded supplier in compliance with law.
- 8.6 Officers shall not accept any gift or reward (either personally or on behalf of the council) before, during or after a commissioning, procurement, contract management and/or payment activity process beyond nominal value.

- 8.7 Officers shall declare any personal interest(s) in a procurement/contract prior to any involvement in a contract the Council is considering or a contract that has already commenced in any manner prescribed by the Council in addition to the relevant conflicts assessment.
- 8.8 A clear approval process and separation of duties shall be maintained, as a control principle, requiring more than one person to complete a task to minimise risk of error or fraud.
- 8.9 Officers shall report any conflict of interest known to them regarding the procurement/contract, whether or not they are the individual concerned, on the respective conflicts assessment or to the Assistant Director, Procurement and Supply.

9. CORPORATE CONTRACTS

- 9.1 A Corporate Contract is an agreement mandated to be used by Officers in the Toolkit for all Council spend within a specific category.
- 9.2 Officers shall purchase relevant needs under the Corporate Contract wherever available, unless a waiver has been agreed in accordance with these Rules.
- 9.3 The Assistant Director, Procurement and Supply shall advise whether an agreement should be made corporate.
- 9.4 A list of all agreements that have been designated as Corporate Contracts shall be published internally on the Council's intranet.

10. TRANSITIONAL ARRANGEMENTS

- 10.1 Commercial arrangements which commenced before 24 February 2025 shall be defined as 'Transitional Arrangements' for the purposes of these Rules.
- 10.2 Transitional Arrangements are a matter of law to avoid disruption to existing commissioning, procurement and contract management activity.
- 10.3 The commissioning officer shall follow the relevant procurement legislation when carrying out a procurement process and subsequently awarding a contract for the supply of goods, services or for the execution of works.
- 10.4 Under the UK Government's transitional arrangements, officers shall ensure that procurements commencing after the entry into force of the PA 23 on 24 February 2025 shall be conducted by reference to the PA 23 only.
- 10.5 Officers shall ensure that procurements commenced under previous Regulations shall continue to be procured and managed under those Regulations.
- 10.6 Any contracts awarded under previous Regulations will continue to be managed under those Regulations until such a time as the contract or commercial tool (i.e. Framework, Dynamic Purchasing System) ceases to exist.
- 10.7 A commercial matter shall be seen to have commenced where, before 24 February 2025:
- 10.7.1 a Contract Notice has been placed inviting tenders

- 10.7.2 tenders have been requested or received
- 10.7.3 a contract and/or agreement is running and has not expired.
- 10.8 Any Prior Information Notice, pre-market engagement or other notification that a procurement activity is scheduled to commence shall not indicate commencement.
- 10.9 Procurement activity planned to commence before 24 February 2025, but which does not commence until after 24 February 2025, shall not be considered commenced.
- 10.10 The Public Contracts Regulations 2015 shall apply to Transitional Arrangements and not the PA23 or Procurement Regulations 2024.
- 10.11 Transitional Arrangements shall continue until their natural conclusion or termination and may be extended in line with the terms of the agreement and the Public Contracts Regulations 2015.
- 10.12 Dynamic Purchase agreements can continue to be utilised after 24 February 2025 until the end of the planned term, it is cancelled or 23 February 2029, whichever is the earlier, but any extensions shall be executed before 23 February 2026 as a matter of law.
- 10.13 All significant changes in scope i.e. a modification providing any supply of goods, works and/or service and additionally any significant change in value or duration, shall be agreed with the Assistant Director, Procurement and Supply, who may stop the action of matters not reserved for Executive, prior to any formal decision making.
- 10.14 Standard decision-making processes apply to Transitional Arrangements.

11. INTERNALLY NOTIFIABLE CONTRACTS (TO COUNCIL DEPARTMENTS)

- 11.1 The Executive, relevant delegated committee or Officer shall not enter into contracts exceeding £175k excluding VAT for the aggregate whole lifetime of the contract without having notified and consulted:
 - 11.1.1 the Assistant Director, Procurement and Supply's representative to assign a specialist officer to the procurement
 - 11.1.2 the Assistant Director of Finance's representative to discuss the methods of financing, including in particular the use of leasing
- 11.2 The Executive, relevant committee or officer shall not enter into contracts having a value exceeding £175k without having previously instructed the Deputy Director of Law's nominated officer in Legal Services.
- 11.3 Any proposed contracts that:
 - 11.3.1 will or could be connected to the Council's IT infrastructure network or could be determined a digital, technology or telephony device, including hardware, software, cloud services and storage, as well as data systems, services, electronic business applications, digital consultancy or agreements requiring

data transfer need the prior agreement of the Director of Digital Services (or their nominated representative)

- 11.3.2 will directly impact or change the fabric of a corporate building asset need the prior agreement of the Director of Housing New Build and Corporate Landlord (or their nominated representative) in addition to relevant permissions such as building control or planning
- 11.3.3 exceed £175k excluding VAT need to be considered in advance by any applicable board, as determined by the Assistant Director, Procurement and Supply, and agreed by the officer with appropriate delegated authority.

12. EXTERNALLY NOTIFIABLE CONTRACTS

- 12.1 From time to time, contracts may have externally notifiable requirements e.g. for compliance with health and safety, to comply with conditions of grants received etc. In the event of an externally notifiable contract requirement, the commissioning officer is responsible for ensuring that these requirements are met, even when they are not directly the individual making the required return.

13. CONTRACT VALUE AND AGGREGATION

- 13.1 Officers commissioning goods, works and/or services shall:
 - 13.1.1 establish an anticipated spend value – this is the Contract Value
 - 13.1.2 add the value of two or more contracts where the goods, works or services could reasonably be supplied in a single contract to establish the Contract Value, under the guidance of the Assistant Director, Procurement and Supply
 - 13.1.3 not artificially fragment in any way to unreasonably under or overestimate Contract Values to avoid these Rules, Council governance, law or publication of a public notice by Procurement and Supply
 - 13.1.4 use an average historical spend where available, adding an inflationary uplift, if there is no better means for determining anticipated contract spend
 - 13.1.5 use the Contract Value to determine which Value Band is the appropriate route to procurement, summarised in the threshold tables of these Rules
 - 13.1.6 take into account all of the facts which are material to the estimate and available to the Council at the time it makes the estimate
 - 13.1.7 treat any contract where it is not possible to estimate the contract value as being above the threshold for a public notice published by Procurement and Supply before commencing any procurement
 - 13.1.8 all public notices shall be published by Procurement and Supply with values inclusive of Value Added Tax (VAT) unless otherwise indicated
 - 13.1.9 not enter into 'evergreen contracts' (which continue without an end date or which renew automatically or renew by notice each period unless a party

serves notice/cancels) without the consent of the Assistant Director, Procurement and Supply on an agreed waiver request

- 13.1.10 where the Council is the lead authority for a joint procurement, the total value of the opportunity must also include the amount which relates to other participants.

Standard contracts (i.e. not frameworks or concession contracts)

- 13.2 The Contract Value shall estimate the value of a contract as a maximum amount the Council could expect to pay under the contract including:

13.2.1 where applicable amounts already paid or for which there is potential to pay

13.2.1 wherever possible, accurate forecasting of spend shall be used, with appropriate consideration for savings

13.2.3 where estimating the value of two or more contracts and the goods, services or works to be supplied under those contracts could reasonably be supplied under a single contract then the Council must estimate the value of each of the contracts as including the value of all of the contracts, unless the Council has good reasons not to do so (also known as 'aggregation').

- 13.3 The Contract Value shall include amounts that would or may be payable:

13.3.1 for any goods, works and/or services provided for or likely to be provided for under the scope of the contract;

13.3.2 if an option for additional goods, works or services within the scope of the contract were exercised, including any service or project delivery risks;

13.3.3 if an option for additional goods, works or services were procured for another Contracting Authority for the purposes of public procurement and public notices, which may or may not form part of Council decision making;

13.3.4 if the contract were to be extended, whether or not it is known if these extension options may or may not be taken;

13.3.5 if the contract were to be renewed in some manner, save a brand new and valid procurement exercise to the satisfaction of the Assistant Director, Procurement and Supply, such as an assumed or non-assumed renewal clause;

13.3.6 for any call-off or commission applicable to or under the contract;

13.3.7 for any premium, fee, disbursement, charge applicable to or under the contract including any costs of decommissioning the contract;

13.3.8 for any interest, loan, late payment fee, index, inflation or uplift linked to the contract;

13.3.9 for any rebate or returned amount under the contract which shall be added to, not deducted from, the value of the contract;

13.3.10 for any sub-contracted or sub-let work underneath the contract;

- 13.3.11 for any prizes, gifts or awards given out under the contract e.g. amount given to a resident or business or other entity;
- 13.3.12 for any amounts given to participants within the procurement as part of the contract whomsoever they may be.
- 13.4 Where there is doubt as to whether any spend should be considered included as part of the Contract Value, the decision shall be referred to the Assistant Director, Procurement and Supply, whose decision shall be final.

Frameworks

- 13.5 Whilst a framework is potentially of nil value in itself and potentially has no value or volume of work guaranteed, for the purposes of procuring a framework the Contract Value of the framework shall be calculated as the:
 - 13.5.1 total of all call-off contracts which have or may be awarded pursuant to the framework
 - 13.5.2 total of all call-offs under all frameworks, which are under an open framework
 - 13.5.3 any other amount potentially payable as outlined in 13.3.
- 13.6 All frameworks and open frameworks which exceed 48 months (or 4 years) in duration need the consent of the Assistant Director, Procurement and Supply.

Concessions (and contracts for income)

- 13.7 A contract shall be considered a Concession Contract only where:
 - 13.7.1 there is pecuniary interest; **and**
 - 13.7.2 part of the consideration concerns right to exploit; **and**
 - 13.7.3 the contract represents a real operating risk, as defined in the Procurement Act 2023 and other pertaining guidance to concessions.
- 13.8 A Concession Contract shall be the maximum amount the supplier could receive under or in connection with the contract, including where applicable, amounts already received.
- 13.9 The value of a Concession Contract includes the amount:
 - 13.9.1 of revenue, monetary or non-monetary, pursuant to the right to exploit;
 - 13.9.2 whether the value goes to the awarded supplier, Council or other entity;
 - 13.9.3 of value of goods, works and services provided save payment;
 - 13.9.4 of any additional goods, works and services confirmed or not;
 - 13.9.5 of any ability to extend or renew the contract confirmed or not;
 - 13.9.6 of premiums, fees, charges, commissions, disbursements, interest etc.;

- 13.9.7 received on sale of assets held by the supplier under the contract.
- 13.10 All concession agreements need the consent of the Assistant Director, Procurement and Supply and are subject to these Rules.

Dynamic Markets

- 13.11 Dynamic Markets shall be a list of qualified suppliers who have met the conditions for membership of the dynamic market who are eligible to participate in future procurements, following a competitive flexible procedure.
- 13.12 Only suppliers who are members of that specific dynamic market chosen or utilised may be considered.
- 13.13 Dynamic markets shall only be used for the award of above-threshold public contracts and therefore cannot be considered for any matters in value band i-iii) for quotations and only matters within value band iv) and above under the guidance of the Assistant Director, Procurement and Supply.
- 13.14 Dynamic Markets shall not be created without the prior approval of the Assistant Director, Procurement and Supply, with a clear business case outlining how the additional management resource implications shall be met.

14. GOODS, WORKS OR SERVICES

- 14.1 The Assistant Director, Procurement and Supply shall determine whether the contract shall be considered goods, works or services and advise how to manage situations where the subject matter is not sufficiently clear.

15. SPECIAL REGIME CONTRACTS

- 15.1 The Assistant Director, Procurement and Supply shall determine whether the contract shall be considered a special regime contract and advise how to manage situations where the subject matter is not sufficiently clear.
- 15.2 Special regime contracts shall include on the advice of the Assistant Director, Procurement and Supply a:
- 15.2.1 Concession Contract
 - 15.2.1 defence and security contract
 - 15.2.3 light touch contract
 - 15.2.4 utilities contract
 - 15.2.5 contracts for health care services, which shall be procured in accordance with the Health Care Services (Provider Selection Regime) Regulations 2023.
- 15.3 No waiver to these Rules is required but normal Rules in respect of decision making and governance shall, and other Rules shall, still apply as guided by the Toolkit and/or the Assistant Director, Procurement and Supply.

16. ADVERTISING AND NOTICES

- 16.1 Adverts and Notices for procured services shall only be published by Strategic Procurement and Supply Assurance.
- 16.2 Strategic Procurement and Supply Assurance shall advise on the wording and content of any Advert or Notice, based on service requests.
- 16.3 The Assistant Director, Procurement and Supply shall have the final say on the content of any applicable Advert or Notice where there is disagreement on the content to be published, seeking legal guidance if deemed required in their view.
- 16.4 All adverts and public notices shall be placed on the government's Central Digital Platform via the Council's e-tendering system.
- 16.5 Strategic Procurement and Supply Assurance shall be responsible with ensuring no Advert or Notice is despatched for publication that is non-compliant with minimum publication requirements.
- 16.6 All published Adverts and Tender Notices made public shall also be published on the Council's website, unless otherwise agreed by the Assistant Director, Procurement and Supply.
- 16.7 All Adverts and Notices shall be published in accordance with legal requirements and under the principles of transparency. For example all Tender Notices shall include the Contract Value and the price/quality breakdown which cannot be amended unless otherwise agreed by the Assistant Director, Procurement and Supply and their instructions adhered to.
- 16.8 As a matter of policy all Adverts and Tender Notices shall include a weighting of 20% for Social Value, unless otherwise agreed by the Assistant Director of Procurement and Supply.

17. RESERVING CONTRACTS

- 17.1 In accordance with the Progressive Procurement Strategy 2020/27, the Council shall conduct procurement processes that result in:
 - 17.1.1 the award of contracts to suppliers that that optimise:
 - 17.1.1.1 the number of local people employed on the contract, including those with the greatest barriers to work e.g. long term unemployed; people with disabilities; people from ethnic minority backgrounds; and women
 - 17.1.1.2 the number and percentage of local people offered training and apprenticeships;
 - 17.1.1.3 the number and percentage of council's target groups with employment or training opportunities on the contract; and/or

- 17.1.2 the award of contracts to the optimal number of 'Local Suppliers' i.e. those from Islington and its adjoining boroughs:
 - 17.1.2.1 Islington's sub-regional contractors and sub-contractors;
 - 17.1.2.2 local small and medium businesses (based in the area of Islington and its adjoining councils);
 - 17.1.2.3 social enterprises and co-operatives.
- 17.2 Contracts which:
 - 17.2.1 do not require competition under these Rules
 - 17.2.2 do not require a public Advert or Noticeshall be awarded to Local Suppliers, whenever suitable suppliers are within reason identified, affordable and available.
- 17.3 As a matter of policy, Contracts which:
 - 17.3.1 require competition
 - 17.3.2 do not require a public Advert or Noticeshall be awarded to Local Suppliers, whenever suitable suppliers are within reason identified, affordable and available.
- 17.4 If sufficient suitable Local Suppliers cannot be identified then Strategic Procurement and Supply Assurance shall review the reasonableness of the case.
- 17.5 If suitable Local Suppliers cannot be identified this shall clearly be identified and recorded within the justification for award.
- 17.6 If no Local Supplier can be identified in a competitive reserved situation then the written agreement of the Assistant Director, Procurement and Supply is required to confirm that no local supplier is available.
- 17.7 Advertised Below Threshold contracts i.e. those between Value Band i) until Value Band iii), may be reserved to specific groups e.g.:
 - 17.7.1 suppliers within a geographic area
 - 17.7.2 small and medium sized enterprises (SMEs)
 - 17.7.3 voluntary and community sector enterprises (VCSEs)when agreed in writing by the Assistant Director, Procurement and Supply and their guidance is strictly adhered to on what the Council shall have regard to.
- 17.8 Any value Contract may be reserved for:
 - 17.8.1 supported employment providers
 - 17.8.2 public service mutualswhen agreed in writing by the Assistant Director, Procurement and Supply and their guidance strictly adhered to on what the Council shall have regard to.

18. CONSULTANTS, CONSULTANCY FIRMS, AND INTERIMS

- 18.1 Engagement of any consultant requires the completion of a consultancy business case in line with the online guidelines provided by Strategic Procurement and Supply Assurance and the instructions therein adhered to including authorisation.
- 18.2 Consultants shall:
- 18.2.1 include any independent self-insured third party person or organisation (i.e. not an employee of the Council), who provides professional independent advice and recommendations in the form of a written report on which business decisions are made for and by the Council, as opposed to an individual service user
 - 18.2.2 be engaged for their professional advice and recommendations on contract for services with appropriate control over how, when and by whom work is completed, dependent on the circumstances, rectifying any errors at the Consultant's expense, risking their money and providing the majority of their own equipment for the work
 - 18.2.3 have a business case completed by the client commissioning officer i.e. the person in the Council responsible for identifying and specifying the need(s) for the contract. One business case may set out a need for a period of time or multiple needs under one overall project
 - 18.2.4 require initial approval of the business case from the **Chief Executive** or the client commissioning officer's **Corporate Director** (or their nominated representative on a Chief Officer grade on their departmental Scheme of Authorisation), THEN go through the relevant approval process as set out in the business case template (unless otherwise determined by the Assistant Director, Procurement and Supply
 - 18.2.5 be quality assured as determined by the Assistant Director, Procurement and Supply and outlined within the business case template in regard to approval
 - 18.2.6 be endorsed as ready for the decision maker to agree or informed if their proposed consultant is not endorsed or whether more information is needed for an endorsement to be reached
 - 18.2.7 require normal decision making governance such as Recordable Decisions or Key Decisions which shall still apply
 - 18.2.8 also include interim appointments to the Council's establishment, other forms of contingent labour, locums, temporary agency workers outside of the Council's established corporate contract, and/or within the established corporate contract where the day rate is above the threshold specified in the consultancy business case template
 - 18.2.9 undergo relevant vetting requirements and have established the appropriate obligations for taxation by the client commissioning officer prior to their appointment
- 18.3 Whether a need and/or assignment constitutes consultancy shall be determined by the Assistant Director, Procurement and Supply. The process for business case authorisation and the associated procurement process shall adhere to the requirements set by the Assistant Director, Procurement and Supply.

- 18.4 The corporate contracts database register number shall only be provided once the consultancy business case has been completed.
- 18.5 Approval of the consultancy business case is required prior to any procurement and/or engagement and/or assignment takes place.

19. DECISION TO SUSPEND, TERMINATE OR RESTART

- 19.1 The Assistant Director, Procurement and Supply, may suspend, terminate or require a restart of any procurement or contract where, in their opinion:
 - 19.1.1 value for money has not been achieved
 - 19.1.2 abnormally low tender(s) have been received
 - 19.1.3 there is a conflict of interest
 - 19.1.4 breach of procedure, unlawful conduct or another reasonable ground has occurred

following a proportionate investigation to their satisfaction and, where appropriate, in accordance with any contract terms and conditions and the law.

- 19.2 Such action as outlined in 19.1 does not limit the Assistant Director, Procurement and Supply's right to propose other recommendations or actions.
- 19.3 A supplier or council officer may appeal the decision to the Assistant Director, Procurement and Supply, only where new evidence has been demonstrably uncovered.
- 19.4 If dissatisfied, after 19.3, a supplier or council officer may escalate that appeal to the Monitoring Officer of the Council for final decision.

20. PROCUREMENT PROCEDURE, TECHNIQUE, CONTENT AND PROCESS

- 20.1 Advice on the most appropriate procurement procedure, technique, content and process shall come from the Assistant Director, Procurement and Supply.
- 20.2 Any proposal to amend the procurement procedure, technique, content and process shall be referred to the Assistant Director, Procurement and Supply for final decision.

21. NO, ONLY ONE, ABNORMALLY LOW, LATE AND NON-COMPLIANT BIDS

- 21.1 If no bid is received from a specific supplier, but sufficient bids were invited and the contract can be awarded, the procurement may proceed on that basis.
- 21.2 If no bids are received at all, then the advice and recommendations of the Assistant Director, Procurement and Supply shall be followed.
- 21.3 If only one bid is received where multiple suppliers are invited, the matter shall be referred to the Assistant Director, Procurement and Supply, to affirm next steps and

assess whether the procurement has been undertaken proportionately and fairly without artificially narrowing competition.

- 21.4 If any bid is perceived to be abnormally low, then the supplier shall be asked to explain in writing the prices or costs within their bid.
- 21.5 Late bids shall not be considered unless otherwise agreed by the Assistant Director, Procurement and Supply.
- 21.6 Non-compliant bids shall be recorded as such and disqualified from the procurement, unless otherwise agreed by the Assistant Director, Procurement and Supply.

22. PROCUREMENT CLARIFICATIONS

- 22.1 All clarification questions received before the completion of the procurement or the date advised within the procurement documents shall be answered.
- 22.2 All clarifications shall be received and responded to in writing, recorded in a log which includes:
 - 22.2.1 Who requested the clarification
 - 22.2.2 What needs to be clarified
 - 22.2.3 What the clarification was in terms of answer
 - 22.2.4 Who provided the clarification and when
 - 22.2.5 To whom and when the clarification was sent.
- 22.3 Clarifications shall not be used as a means to disproportionately alter the procurement or its subject matter or unreasonably negotiate.
- 22.4 Legal advice shall be sought where there is doubt whether a matter extends beyond a reasonable clarification.
- 22.5 Any final decision on clarifications where there remains uncertainty shall come from the Assistant Director, Procurement and Supply.

23. PRELIMINARY MARKET ENGAGEMENT

- 23.1 Before issuing an invitation to bid, officers shall engage in preliminary market engagement in accordance with the guidance published by Strategic Procurement and Supply Assurance in the Toolkit.
- 23.2 Preliminary market engagement shall not be undertaken in such a way as to:
 - 23.2.1 put any supplier at an unfair advantage or disadvantage
 - 23.2.2 distort competition
- 23.3 A comprehensive record of all market engagement including outcomes shall be maintained by the commissioning department.

- 23.4 Queries on preliminary market engagement shall be referred to Strategic Procurement and Supply Assurance, who shall refer them to the Assistant Director, Procurement and Supply where appropriate.
- 23.5 Officer shall provide Procurement and Supply with all information in regards to preliminary market engagement needed to publish a notice.
- 23.6 Preliminary market engagement may not be used to:
 - 23.6.1 shortlist or pre-qualify suppliers
 - 23.6.2 base any specification on one supplier's capability or offering such as to distort competition
 - 23.6.3 make any indication or commitment to suppliers that their capability or offering may be preferred by the Council
 - 23.6.4 provide any of the Council's information to one supplier that is not available to every other supplier; or
 - 23.6.5 enter into negotiations about any form of delivery or price where a competitive procurement process has yet to take place.
- 23.7 Any preliminary market engagement carried out shall meet the relevant objectives set out in Rule 1 of these Rules, be fully documented and shared as appropriate.

24. DUTY TO CONSIDER LOTS

- 24.1 Before commencing an invitation to bid from value band iii) and above, all commissioners shall consider whether:
 - 24.1.1 the goods, works or services could reasonably be supplied under more than one contract; and
 - 24.1.2 such contracts could be awarded with reference to lots.
- 24.2 All consideration of lots shall be documented including any reason for not entering into multiple contracts.
- 24.3 Officers may limit the number of lots which may be awarded to one supplier.

25. SUPPLIER INFORMATION AND CONDITIONS OF PARTICIPATION

- 25.1 Strategic Procurement and Supply Assurance shall provide the client commissioning officer with relevant information from the Central Digital Platform.
- 25.2 As a matter of law, Selection Questionnaires can only be used to assess conditions of participation adhering to the templates and guidance provided by Strategic Procurement and Supply Assurance.

- 25.3 When provided, the client commissioning officer shall review (or arrange to have reviewed by competent person(s)) the core supplier information provided:
 - 25.3.1 supplier basic information
 - 25.3.2 economic and financial standing information
 - 25.3.3 connected person information set out in regulation 11, and
 - 25.3.4 exclusion grounds information.
- 25.4 The Council shall determine whether a supplier is excluded or excludable within the parameters set in law. Where a decision is made to exclude a potential supplier, that supplier shall be removed from any procurement activity and not awarded a contract, unless otherwise agreed by extreme exception cleared by the Assistant Director, Procurement and Supply.
- 25.5 Suppliers found guilty of conducting fraud, such as 'cover pricing' or continuing unacceptable conduct, such as Blacklisting, shall usually be considered excluded or excludable, dependent on the merits of the assessment in the view of the Assistant Director, Procurement and Supply
- 25.6 If in the view of the Assistant Director, Procurement and Supply a presented case demonstrates that a supplier has acted improperly, then that supplier shall be excluded from participating further in the procurement. Examples may include not exhaustively:
 - 25.6.1 failing to provide information
 - 25.6.2 providing inaccurate, incomplete or misleading information
 - 25.6.3 accessing confidential information
 - 25.6.4 attempting to unduly influence decision making.
- 25.7 Entirely at their discretion, the Assistant Director, Procurement and Supply, may write to a supplier in a procurement regarding their conduct, setting out corrective action to be taken to avoid becoming excluded from a procurement.
- 25.8 Conditions of Participation may be set which are proportionate to the value of the procurement being undertaken, limited to:
 - 25.8.1 legal and financial capacity to perform the contract
 - 25.8.2 technical ability to perform the contract.
- 25.9 Assessment of the above criteria shall be undertaken in accordance with the guidance set by the Assistant Director, Procurement and Supply.
- 25.10 The Common Assessment Standard may be used for above threshold Works contracts when advised by the Assistant Director, Procurement and Supply.

26. MOST ADVANTAGEOUS TENDER (MAT) AND AWARD CRITERIA

- 26.1 All contracts shall be awarded in accordance with the needs of the Council and the principles of MAT with their respective award criteria i.e the requirements against which bids will be assessed.
- 26.2 Unless otherwise agreed by exception by the Assistant Director, Procurement and Supply, the award criteria of every invitation to tender (and wherever possible, invitation to quote) which the Council leads shall ensure a minimum of:
 - 26.2.1 20% awarded to social value
 - 26.2.2 40% weighted to costs.
- 26.3 Invitations to Bid, whether Invitations to Quote or Invitations to Tender, shall only be commenced once the appropriate decision maker has agreed authority to procure.
- 26.4 Award criteria shall:
 - 26.4.1 relate to the subject matter of the contract
 - 26.4.2 be clear, specific and measurable
 - 26.4.3 comply with guidance on specifications as provided
 - 26.4.4 be proportionate to the nature, complexity and cost of the contract
 - 26.4.5 be included within the invitation to bid documents and, where appropriate, any public notice or advertisement published
 - 26.4.6 not include trade marks, solutions or specified companies or information unless essential and agreed by Strategic Procurement and Supply Assurance, and always allowing for any equivalents
 - 26.4.7 have clear stipulated weighting for each criterion as guided by Strategic Procurement and Supply Assurance.
- 26.5 All bids shall be assessed against the published award criteria only in accordance with the guidance provided by Strategic Procurement and Supply Assurance.
- 26.6 Award criteria may only be refined with the express consent of the Assistant Director, Procurement and Supply.

27. AUDITABLE REQUIREMENT WHEN BIDDING

- 27.1 All Invitations to Quote (including mini-competitions from framework agreements or dynamic purchasing systems / dynamic markets within Value Bands i-iii) shall be undertaken electronically and be fully auditable in accordance with the guidelines held in the Toolkit, unless otherwise agreed by the Assistant Director, Procurement and Supply.
- 27.2 All Invitations to Tender (including mini-competitions from framework agreements or dynamic purchasing systems / dynamic markets over Value Band iv) shall be undertaken electronically, fully auditable and conducted through the Council's electronic tender portal and in accordance with the guidelines held in the Toolkit,

unless otherwise agreed in writing by the Assistant Director, Procurement and Supply.

- 27.3 Following an Invitation to Bid, whether Invitations to Quote or Invitations to Tender, authority to award shall adhere to these Rules, guidance within the Toolkit or advice of the Assistant Director, Procurement and Supply.
- 27.4 Regardless of value, all:
- 27.4.1 procurement activity undertaken by a third party for the Council is only permitted with the consent of the Assistant Director, Procurement and Supply and copies of all documents and assessments shall be made available to the Council.
 - 27.4.2 legal advice by a third party for the Council in connection with procurement requires the consent of the Monitoring Officer and shall be maintained on the legal case file.
 - 27.4.3 abandoning of a procurement, amendments to procurement scope, extension to procurement timescales or modifications to the terms of the procurement from the agreement of the original business case, excluding clarifications, require the consent of the Assistant Director, Procurement and Supply and their instructions strictly followed, particularly in relation to revised Notices.
- 27.5 Material records i.e. those relating to a decision within a procurement shall be kept for a minimum period of three years; those records might include supplier selection, down selection, exclusion or tender assessment with substantial records such as tender records, Notices and correspondence kept for the same time period.
- 27.6 All tender evaluations shall be undertaken in accordance with the guidance provided by Strategic Procurement and Supply Assurance and shall:
- 27.6.1 set out the assessment and methodology
 - 27.6.2 be based on the criteria, which is both clear and measurable
 - 27.6.3 not include relative characteristics of other bids
 - 27.6.3 include clear rounded whole number scores
 - 27.6.4 be set out in plain language an explanation for the score
 - 27.6.5 be reviewed consistently by the same panel for each criterion, but different criteria may have different panels if they are consistent.
- 27.7 The Commissioning Officer shall write to successful and unsuccessful bidders contemporaneously, providing their own result and that of the winning bidder, utilising standard templates provided and in accordance with governance call-in and in advance of standstill requirements where applicable.
- 27.8 Contracts shall not commence until call-in and standstill have been completed and the contract has been fully executed.
- 27.9 The Freedom of Information Act 2000 and Environmental Regulations 2004 gives people the right to see information that is held by any public organisation. Suppliers shall be asked to complete a Freedom of Information Schedule (or equivalent named

schedule) identifying any confidential or commercially sensitive information in their tender response.

27.10 To comply with the council's obligations under the UK General Data Protection Regulation (UKGDPR) and Data Protection Act 2018 due diligence shall be carried out on all suppliers processing personal data.

27.11 The use of sub-processors is only allowed on written agreement of the Council.

28. QUOTATION VALUE CONTRACTS

28.1 A contract is classed as non-regulated when that contract has not been advertised in the procurement process.

28.2 When a suitable Corporate Contract, established framework agreement or equivalent suitable agreement is not available, Officers shall follow the procedure rules for quotation in the Threshold tables as follows:

28.2.1 Value Band i) for spend between £0 - £4,999 excl. VAT (£5,999 incl. VAT)

28.2.2 Value Band ii) for spend between £5k - £24,999 excl VAT (29,999 incl VAT)

28.2.3 Value Band iii) for spend between £25k - £177,897 excl VAT (£213,476 incl VAT)

28.2.4 Spend over £175k shall have the advice of Assistant Director, Procurement and Supply to decide whether it is appropriate to handle as a tender value contract, as opposed to a quotation value contract.

28.3 To comply with the Local Government Transparency Code 2015, all contracts in Value Band ii) and above shall be recorded on the corporate contracts register to support ensuring they are appropriately published in line with the Code.

28.4 All quotations for Value Band ii) and iii) shall be:

28.4.1 received in a written format, which may include email or catalogue pricing

28.4.2 sought and maintained electronically in writing (includes email) in line with the Council's Retention Schedule.

28.5 There are no prescribed timescales in law for receipt of quotations, but timescales shall be reasonable dependent on complexity of the quotation.

28.6 Standard template documentation is available in the Toolkit and the Council standard terms provided by Legal Services shall be used wherever possible.

28.7 All procurement documentation shall be provided to all bidders at the same time and any specific advice shall come from Strategic Procurement and Supply Assurance.

28.8 As a matter of law, excluding schools, if a contract in Value Band ii) or Value Band iii) is advertised in any way it becomes a regulated below-threshold contract and the Council is:

28.8.1 prohibited from restricting below-threshold submission of tenders by reference to an assessment of a supplier's suitability to perform the contract

- 28.8.2 mandated to consider barriers impacting SMEs
- 28.8.3 obligated to remove or reduce barriers where possible
- 28.8.4 required to adhere to strict advertising requirements
- 28.8.5 become “notifiable below-threshold contracts” for central government
- 28.8.6 required to meet strict invoicing guidelines as explained by Strategic Procurement and Supply Assurance.
- 28.9 Advertising of a contract in Value Band i) to Value Band iii) is at the strict discretion of the Assistant Director, Procurement and Supply and consent is by exception only.
- 28.10 For goods and services, if a contract in Value Band i) to Value Band iii) is modified in such a way that it exceeds during the life of the contract the top monetary value of Value Band iii), it shall be considered a Convertible Contract, which shall require a public Notice and voluntary standstill period. In such circumstances, the instructions of the Assistant Director, Procurement and Supply shall be adhered to.
- 28.11 For works, if a contract below the relevant threshold for works is modified in such a way that it exceeds during the life of the contract the relevant threshold for works, it shall be considered a Convertible Contract, which shall require a public Notice and voluntary standstill period. In such circumstances, the instructions of the Assistant Director, Procurement and Supply shall be adhered to.
- 28.12 For light touch and concessions contracts, if a contract in Value Band i) to Value Band iv) is modified in such a way that it exceeds during the life of the contract the relevant threshold for light touch and concessions contracts, it shall be considered a Convertible Contract, which shall require a public Notice and voluntary standstill period. In such circumstances, the instructions of the Assistant Director, Procurement and Supply shall be adhered to.

29. TENDER VALUE CONTRACTS

- 29.1 Officers shall utilise an existing suitable Corporate Contract, established framework agreement or dynamic purchasing system where one is available.
- 29.2 Spend exceeding £175k excl VAT requires the advice of the Assistant Director, Procurement and Supply’s authorised representative to:
 - 29.2.1 advise on the procurement and manage what, when and where advertisement(s) including contents are placed
 - 29.2.2 determine the appropriate procurement route and why e.g. whether in line with the procedures set out in law:
 - 29.2.2.1 a quotation process can be undertaken via the e-tendering system
 - 29.2.2.2 a below threshold tender is needed; or
 - 29.2.2.3 a formal tender is required.

- 29.3 As a matter of law, higher thresholds exist for light-touch services, concessions or works than those which exist for goods and other services, which the Council does not have the power to influence or disregard.
- 29.4 The Council is required by law to utilise an electronic tendering system, which is managed by Strategic Procurement and Supply Assurance, which shall link to the central digital platform.
- 29.5 When a Corporate Contract, established framework agreement or appropriate agreement is not available, Officers shall follow the procedure rules in the Threshold tables in Rule 56.:
- 29.6 Officers shall abide by the requirements as set out by Strategic Procurement and Supply Assurance in regards to the authority to procure, procurement route and authority to award.

30. APPROVED LISTS

- 30.1 The Council does not operate any approved lists of suppliers corporately.
- 30.2 Suppliers being approved for payment, does not represent being on an approved list of suppliers, just that they have met mandate fraud checks on a particular date, which may be reviewed from time to time.
- 30.3 Suppliers may be approved for a specific agreement, but this does not represent being an approved supplier of the Council outside of that agreement.
- 30.4 Authority for a supplier to publish they are an approved supplier of the Council shall come from the Assistant Director, Procurement and Supply.

31. NUMBER OF INVITEES TO BID

- 31.1 The selection of suppliers from whom bids shall be invited in accordance with the relevant threshold tables for the anticipated spend or for tenders as instructed by the Assistant Director, Procurement and Supply.

32. FORM OF INVITATION TO TENDER AND SUBMISSION OF TENDERS

- 32.1 Every supplier submitting a tender shall be required to complete and sign a form of tender to confirm they meet the requirements as set out in the tender and accept the terms as included within the tender documentation.
- 32.2 All invitations to tender (and the subsequent tenders) shall be submitted electronically using the Council's electronic tender portal managed by Strategic Procurement and Supply Assurance. These invitations to tender shall be sent simultaneously to all bidders and include:
- 32.2.1 the relevant reference number and tender documents
- 32.2.2 any relevant conditions of participation in addition to the award criteria including any weighting given and the methodology for scoring and assessing

- 32.2.3 the deadline, language for return and method for return
- 32.2.4 a description of the requirements with enough detail to allow the supplier to make a competitive offer (a specification or term brief)
- 32.2.5 a requirement for suppliers to declare that they have not given the tender content and price to any other organisation (unless if necessary in confidence, such as the tender's subcontractors, with prior written authorisation from the Council)
- 32.2.6 a requirement for suppliers to fill in fully and sign all tender documents (electronically signed by return for e-tenders)
- 32.2.7 a statement that tenders are put forward at the supplier's expense
- 32.2.8 a statement that tenders are only accepted electronically
- 32.2.9 a statement that the Council can recover costs from the cancellation of any contract in the event the supplier should offer, agree to offer or provide an officer, member or person associated with the Council, partner or its agent an inducement or reward in respect of a contract
- 32.2.10 a statement that the Council does not have to accept the lowest tender, or indeed any tender
- 32.2.11 how any pricing mistakes discovered in the tender shall be dealt with
- 32.2.12 background documentation needed to bid fairly/properly
- 32.2.13 the contract terms for the agreement
- 32.2.14 details of obtaining any relevant staff transfer information
- 32.2.15 the KPIs by which a supplier shall be assessed, which shall be a minimum of 3 to be assessed in line with the national standard or equivalent as agreed by the Assistant Director, Procurement and Supply.
- 32.2.16 when available, any relevant correspondence and clarifications
- 32.3 An electronic audit trail shall be maintained in compliance with legal requirements with any exception to standard process requiring the consent of the Assistant Director, Procurement and Supply.

33. OPENING OF TENDERS

- 33.1 All tenders shall be conducted securely as an electronic soft copy through the Council's electronic tender portal, unless otherwise agreed in writing by the Assistant Director, Procurement and Supply.
- 33.2 The Assistant Director, Procurement and Supply shall procure and have responsibility for ensuring the proper management of an electronic tender portal which shall record with an automatic and auditable time and date stamp:
 - 33.2.1 when tenders are despatched
 - 33.2.2 any amendments/clarifications made during the tender

- 33.2.3 when tenders are received, from whom and how much
- 33.3.4 details of the tender including prices and duration
- 33.3.5 when tenders were opened.
- 33.4 In the unlikely event of permission being agreed in an emergency only for receipt of hard-copy paper tenders, the advice of the Assistant Director, Procurement and Supply shall be followed. The tender shall be enclosed in a sealed envelope or container which has the word 'tender' followed by the contract name, but no other name or mark showing who sent it.
- 33.5 All extensions to tender return dates must be authorised by the Assistant Director, Procurement and Supply.

34. INACCURACIES AND OMISSIONS

- 34.1 If a relatively minor inaccuracy and/or omission is identified in the view of the Assistant Director, Procurement and Supply:
 - 34.1.1 before the closing date for the return of tenders, all bidders shall be informed of the details and invited to adjust their tenders
 - 34.1.2 after the closing date for the return of tenders, all bidders shall be informed of the details and given the opportunity to withdraw or re-submit their tender, potentially requiring a new tender process.
- 34.2 Timescales shall be reviewed taking the advice of the Assistant Director, Procurement and Supply for a reasonable response that is proportionate to the importance of the information or change.
- 34.3 If an inaccuracy and/or omission is identified as major in the view of the Assistant Director, Procurement and Supply and may materially impact bids then case specific advice shall be provided, if necessary with other professional advice, potentially including abandoning the procurement exercise.
- 34.4 Where a supplier is invited to adjust, amend, confirm, correct or withdraw a tender, any submission shall be made in accordance with and subject to the same safeguards as the original offer.
- 34.5 Where a supplier's bid is incomplete or erroneous or partially missing the Council may request the supplier to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided the Assistant Director, Procurement and Supply is satisfied the principles of equal treatment and transparency have been maintained.
- 34.6 Negotiations regarding inaccuracies and/or omissions are only permissible where agreed by the Assistant Director, Procurement and Supply to ensure they are reasonable and correctly managed in consideration of relevant legislation.

35. AWARD OF CONTRACTS

- 35.1 Contracts shall only be awarded on the basis of the award criteria, whether published in the advertisement / Tender Notice and/or procurement documents, which explain the full price and quality (including social value) breakdown.
- 35.2 Contracts shall be awarded on the basis of requirements set out in legislation, these Rules and any specific requirements, not being on the debarment list, conditions of participation where appropriate, and/or award criteria set out in the invitation documentation. The Council may exclude any supplier which does not meet such requirements.
- 35.3 For specific guidance on procurement evaluations and panel members which is not included within the Toolkit or managing a potential conflict of interest, the advice of the Assistant Director, Procurement and Supply shall be sought in the first instance.
- 35.4 For contracts in Procurement Value Band iv) and above, the Assistant Director, Procurement and Supply may appoint a representative to the evaluation panel or to advise the evaluation panel as appropriate.
- 35.5 Strategic Procurement and Supply Assurance shall advise on any public Notices to do with award of contracts including Award Notices, Contract Details Notices and publishing of a signed contract where appropriate and applicable.

Exclusion and Debarment

- 35.6 The Assistant Director, Procurement and Supply, or their nominated service officer, shall ensure that suppliers invited to participate or those suppliers that have submitted bids will be reviewed against the Debarment List, i.e. the list of excluded or excludable suppliers as agreed by the Minister of the Crown in line with PA 23.
- 35.7 The Assistant Director, Procurement and Supply, or their nominated service officer, shall make an individual assessment on whether the supplier must be excluded on a mandatory basis under the PA 23 or could be excluded on a discretionary basis under the PA 23.
- 35.8 All decisions made in relation to exclusion and debarment shall be taken by the Assistant Director, Procurement and Supply, in consultation with the Monitoring Officer where necessary.
- 35.9 The Assistant Director, Procurement and Supply, when excluding a supplier from a procurement in accordance with the PA 23, shall notify the appropriate authority which may result in the supplier's name being included on the publicly available Debarment List.

36. CONTRACT EXTENSIONS AND MODIFICATIONS (VARIATIONS)

- 36.1 Contracts shall not be extended unless the contract is delivering on performance requirements and the extension will achieve value for money.
- 36.2 All contract extensions and/or modifications shall be in accordance with these Rules, the contract terms and the law and shall be recorded on the corporate contracts

database register, under the advice of the Assistant Director, Procurement and Supply.

- 36.3 Extensions and/or modifications where the original decision was a Key Decision shall be challenged by the Commissioning and Procurement Board prior to proceeding well in advance of the of the expiry date, so alternative options can be considered.
- 36.4 Where the decision to extend a contract incurs expenditure that exceeds the threshold of a Key Decision, it is not necessary to treat that decision as a Key Decision, providing the option to extend the contract was included in a Key Decision to award the contract.
- 36.5 Where the original decision taken was not a Key Decision, but the contract extension and/or modification now makes it a Key Decision, that extension and/or modification shall be challenged by Commissioning and Procurement Board prior to proceeding as a normal Key Decision.
- 36.6 Approval of a contract extension and/or variation included in the original procurement and the contract terms shall be in accordance with the Scheme of Authorisation.
- 36.7 Approval of a contract extension and/or variation not included in the original procurement and contract terms shall be undertaken by exception only using the waiver process and required further action to comply with procurement legislation and governance requirements shall be advised within the implications.
- 36.8 Modifications shall be considered major changes where they exceed:
 - 36.8.1 10% of value or scope for goods or services
 - 36.8.2 15% of value or scope for works
 - 36.8.3 10% of the term whether goods, services or works.
- 36.9 Major modifications shall be undertaken under the guidance of the Assistant Director, Procurement and Supply.
- 36.10 Minor modifications including those allowed for in the contract terms shall be undertaken under the guidance of the Strategic Procurement and Supply Assurance.
- 36.11 Transfer of Corporate Restructuring i.e. novation, where a contract is to be transferred from one provider to another, can only be enacted under advice of the Assistant Director, Procurement and Supply and Legal Services. Payments shall not be made on a novated contract until advised.
- 36.12 All grounds for extension and modification shall be considered by Strategic Procurement and Supply Assurance and not by service departments to determine appropriate action.
- 36.13 Change Notices shall be published prior to any modification being executed in accordance with legal requirements, and voluntary standstill periods and contracts or modified sections shall be published as required.

37. CONTRACTS TO BE IN WRITING

- 37.1 All contracts entered into over £25k excluding VAT (£30k including VAT) shall be made in writing, and executed in accordance with the Rules.
- 37.2 Any exception to contract being in writing shall be agreed in writing by the Assistant Director, Procurement and Supply between Value Band iii) or the Monitoring Officer (or their Deputy) directly for Value Band iv) and above.
- 37.3 Contracts in writing shall:
- 37.3.1 specify the goods, services, or works to be provided
 - 37.3.2 include a pricing scheduled with any other relevant price adjustments e.g. discounts, deductions etc.
 - 37.3.3 where applicable, specify the time or times within which the contract is to be performed
 - 37.3.4 include a clause requiring appropriate insurance cover
 - 37.3.5 in the case of the engagement of professional advisers, include a requirement that the adviser shall at all times be fully covered by professional indemnity insurance and that, in relation to the contract, they shall conform to the requirements of these Rules, the Council's Financial Regulations and any direction from the Council, the Executive, a committee or duly authorised officer
 - 37.3.6 include a clause requiring the supplier to supply sufficient information in a timely manner to enable the Council fully and properly to comply with requests for information under the Data Protection Act 2018, the UK General Data Protection Regulations, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004
 - 37.3.7 unless otherwise agreed by the Assistant Director, Procurement and Supply include a clause regarding the London Living Wage (where in London) or Living Wage (where in the UK but outside of London) and the requirement to pay the minimum current hourly rate.
- 37.4 Unless otherwise agreed in writing by the Monitoring Officer, where a contract exceeds the Council's Key Decision threshold (and where in the view of the Monitoring Officer's representative below that threshold) contracts shall include a clause:
- 37.4.1 empowering the Council to cancel the contract in circumstances of corruption and to recover any loss resulting from such cancellation if the supplier shall have offered, or given, or agreed to give to any person any gift or consideration of any kind as an inducement or reward:
 - 37.4.1.1 for doing or not doing, or for having done or having not done, any action in relation to the obtaining or execution of the contract or any other contract with the Council
 - 37.4.1.2 for showing or not showing favour or disfavour to any person in relation to the contract or any other contract with the Council, or

- 37.4.1.3 if like acts shall have been done by any person employed by it or acting on its behalf or such person shall have committed any offence under the Bribery Act 2010 or
- 37.4.1.4 shall have given any fee or reward the receipt of which is an offence under the Local Government Act 1972 Section 117
- 37.4.2 permitting the use of information for preventing and detecting fraud
- 37.4.3 for compliance with current legislation relating to health and safety at work
- 37.4.4 regarding equality, including sex, race, disability, religion or belief, sexual orientation and age discrimination
- 37.4.5 reflecting the Council's environmental and sustainability policies
- 37.4.6 requiring suppliers to warrant that performance and functionality will not be affected by date or other information technology functions
- 37.4.7 requiring the supplier to keep details of the contractual arrangements confidential and not to disclose the same without the consent of the Council
- 37.4.8 detailing the liabilities and responsibilities relating to workforce matters where the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply
- 37.4.9 dealing with safeguarding issues with vulnerable adults, children and young people where that contract is in relation to vulnerable adults, children and young people
- 37.4.10 dealing with payment of undisputed invoices which shall be paid within 30 days or a lesser period where there is a contractual obligation to do so
- 37.4.11 to comply with the Local Government Transparency Code 2015
- 37.5 Officers shall ensure that any requirements as a result of Internally Notifiable Contracts (To Council Departments) are included within the Contract. In the event that any omissions are agreed, these shall be recorded in the contract file.

38. EXECUTING CONTRACTS

- 38.1 When executing new or amendments to existing agreements:
 - 38.1.1 contracts exceeding £500k or where directed by the Monitoring Officer, shall be sealed as a deed by the Monitoring Officer or their authorised representative by the application of the Council seal and signed as a witness by authorised legal services officers.
 - 38.1.2 contracts below £500k where no alternative instruction has been provided shall be signed by two Authorised Officers of the Council in line with the Scheme of Authorisation.
 - 38.1.3 electronic signatures of Authorised Officers from all parties are permitted

- 38.1.4 contracts shall be signed prior to works commencing, services starting, or goods being delivered, unless otherwise agreed in writing by the Corporate Director for the service area taking full and personal responsibility and fully recorded in the contract file.
- 38.2 Letters of Intent represent a risk to the Council and shall only be used where circumstances are unavoidable and Legal Services have provided the wording, agreed with the Monitoring Officer (or the Assistant Director, Procurement and Supply in the Monitoring Officers' absence, but cannot be further delegated).

39. COMMUNITY RIGHT TO CHALLENGE

- 39.1 The Community Right to Challenge permits community organisations to submit an expression of interest to run services within the borough.
- 39.2 Strategic Procurement and Supply Assurance shall operate an annual window for submission of expressions of interest in accordance with the Localism Act 2011.
- 39.3 Any successful expression of interest shall trigger a procurement process in accordance with these Rules.
- 39.4 The annual window for submission of expressions of interest and any challenge shall be assessed by the Commissioning and Procurement Board.

40. RISK

- 40.1 The commissioning officer shall consider the matters of policy within the Rules and relevant matters which apply, seeking appropriate legal guidance and advice where needed.
- 40.2 Whenever a new supplier is appointed to take over an existing service, the employees of the original provider (or the Council, if the service was previously provided in-house) may be affected by transferring the services to another provider. If so, the commissioning officer shall make sure TUPE issues are considered. The commissioning officer shall seek legal advice from Legal Services before asking for tenders or quotations. This may also apply where a service is being re-configured and will in future be covered by a number of providers.
- 40.3 Consent of the Assistant Director, Procurement and Supply in consultation with the Monitoring Officer and Section 151 Officer (or their nominated officers) is required prior to the inclusion of any specific indexation or inflation clause. The drafting or review of such a clause shall be undertaken (or overseen) by Legal Services. Finance shall be required to arithmetically calculate and check proposed increases to contracts, in addition to challenging the relevant index to be applied. Indexation or inflation related claims shall be substantiated by evidencing increase to the supplier. No automatic indexation or inflation increase shall be permitted without evidence to substantiate the increase, whether or not addressed within contract terms.

- 40.4 Specific indexation or inflation claims shall be appropriately challenged as set out within these Procurement Rules. Index related claims for below Key Decision value agreements for the original procurement strategy and contract award (not the increase) shall be considered for challenge by the Assistant Director for Procurement and Supply with the service department and Finance. Index related claims for above key decision value agreements for the original procurement strategy and contract award (not the increase) shall be considered for challenge by the Commissioning and Procurement Board.

41. IMPACT AND CONSIDERATION ASSESSMENTS

- 41.1 The commissioning officer shall complete a Health and Safety Impact Assessment (other than where the purchase consists of system software to operate computer hardware) for any Value Band ii) or above procurement.
- 41.2 The commissioning officer shall complete in value iv) procurement and above:
- 41.2.1 the options appraisal
 - 41.2.2 risk and opportunity assessment
 - 41.2.3 Equality Impact Assessment Screening Tool and where necessary the full impact assessment in support of the Public Sector Equality Duty
 - 41.2.4 Environmental Impact Assessment
 - 41.2.5 London Living Wage consideration (within the business case or procurement strategy)
 - 41.2.6 Data Protection Impact Assessment (if applicable)
- 41.3 All contracts shall give consideration to financial, and legal risks of the proposed contract and for Value Band iv) this shall be recorded in writing.
- 41.4 Where appropriate, any impact and consideration assessments may be considered as part of other documentation such as business cases, award reports etc. and do not have to be a standalone document.

42. INSURANCE

- 42.1 All contracts where there is direct advice and/or design services provided by a supplier, including all consultancy arrangements, shall include a requirement for professional indemnity insurance.
- 42.2 For Value Band iii) procurements all suppliers shall have and maintain public liability insurance and employers liability insurance of £5m or more in addition to any other insurance recommended by the Insurance and Operational Risk Manager of the Council. (Note: sole traders with no employees are excluded from employers liability).
- 42.3 Value Band iv) procurement insurance values shall be checked with the Insurance and Operational Risk Manager.

- 42.4 Corporate Directors and Directors (including Assistant/Deputy Directors) may agree an exception to insurance values for public liability and professional indemnity in respect of contracts up to Value Band iii).
- 42.5 A Corporate Director or authorised Director may agree a variation to an insurance value at Value Band iv).
- 42.6 All variations to standard insurance levels shall be made in discussion with the Insurance and Operational Risk Manager and the Assistant Director, Procurement and Supply. Any variations shall be recorded in writing in the contract file.
- 42.7 Insurance shall not be used to shortlist and it is unlawful to require insurance to commence in advance of contract commencement as part of conditions of participation, but reasonable confirmation of insurance being obtainable is acceptable.

43. FINANCIAL APPRAISALS

- 43.1 All suppliers to the Council shall have a financial appraisal undertaken prior to being awarded a Value Band iv) or above contract.
- 43.2 Strategic Procurement and Supply Assurance shall procure independent financial appraisals as required unless otherwise agreed by the Assistant Director, Procurement and Supply.
- 43.3 In the event of any doubt as to the supplier's financial viability, or any non-availability of an external report, the Commissioning officer's finance contact shall provide expert advice.
- 43.4 Consideration may still be made of the supplier if the risk is deemed acceptable by Corporate Directors (or authorised Service, Deputy or Assistant Directors) and agreed with the Assistant Director, Procurement and Supply.
- 43.5 Financial appraisals are not required when contracting directly with other public sector Contracting Authorities or other body as agreed by the Assistant Director, Procurement and Supply.
- 43.6 Where there is doubt as to the financial viability of a supplier but the Council has either no acceptable alternative provider or has decided to accept the level of risk, then additional form of security to a level determined by the Corporate Director and the Section 151 Officer's nominated representative shall be provided such as:
 - 43.6.1 a Parent Company, Ultimate Holding Company or Holding Company guarantee where their finances prove acceptable
 - 43.6.2 a Director's Guarantee or Personal Guarantee where their finances prove acceptable
 - 43.6.3 a performance Bond, retained funds or cash deposit
 - 43.6.4 any other security as determined by finance and the service Corporate Directors (or authorised Service, Deputy or Assistant Directors).
- 43.7 A Corporate Director can decide in the case of contracts with a total value up to £5m:

- 43.7.1 on financial viability
- 43.7.2 that the level of security specified by Finance need not be provided by the supplier

A written record by the Corporate Director of this decision and the reason(s) for it shall be kept in the contract file.

- 43.8 A supplier may need to provide security of performance if determined by the Corporate Directors (or authorised Service, Deputy or Assistant Directors).
- 43.9 Before a contract is awarded, the Executive shall approve the award of a contract where the supplier cannot provide security of performance for contracts with a total contract value of more than £5m. The report seeking approval of the Executive shall set out the reason why it is proposed that the contract should be awarded despite the absence of security and what measures are to be taken to manage the risk.
- 43.10 It is unlawful to require the submission of audited annual accounts, except from suppliers who are, or were, required to have the accounts audited in accordance with Part 16 of the Companies Act 2006 or an overseas equivalent as part of Conditions of Participation.
- 43.11 Other methodologies may be considered as appropriate including not exhaustively turnover, cash flow, debt and equity, liquidity etc.

44. NOMINATED SUB-CONTRACTORS

- 44.1 The Council, as a condition of awarding a contract, may require that the supplier sub-contract the supply of certain goods, services or works to another supplier, provided that supplier is not on the debarment list.
- 44.2 Where a sub-contractor is to be nominated to a main contractor the following provisions shall have effect:
 - 44.2.1 where the estimated amount of a sub-contract exceeds Value Band iv) then competitive tenders for the nomination shall be invited and dealt with in accordance with these Rules as if they were for a contract with the Council.
 - 44.2.2 the terms of an invitation for nomination shall require an undertaking by the person submitting a tender that if they are selected, they shall be willing to enter into a legally binding contract with the main contractor. The terms shall indemnify the main contractor against their own obligations under the main contract in relation to the work or goods included in the sub-contract.
- 44.3 If a supplier fails to enter into a legally binding arrangement as directed by the Council, the Council may:
 - 44.3.1 not enter into contract with the supplier
 - 44.3.2 instruct the supplier to enter into an alternative contract to deliver the requirement
 - 44.3.3 terminate the contract at the supplier's expense

45. CONTRACT MANAGEMENT

- 45.1 Procurement means the award, entry into and management of a contract, consequently in matters of contract management the advice and instructions of the Assistant Director, Procurement and Supply shall be adhered to.
- 45.2 No contract shall commence unless and until the procurement procedures and contract documents have been completed in accordance with these Rules and the Council's Financial Regulations.
- 45.3 All contracts shall have a specified contract manager and contract owner and that information shall be recorded on the corporate contracts register.
- 45.4 The specified contract manager and contract owner named in or specified for the contract shall:
 - 45.4.1 take advice of Strategic Procurement and Supply Assurance and where necessary Legal Services prior to undertaking any contract extension or modification (variation)
 - 45.4.2 provide any information which may be required for a public Notice (including for a Contract Change Notice or Contract Performance Notice) and observe a voluntary standstill period unless otherwise agreed by the Assistant Director, Procurement and Supply
 - 45.4.3 enact in writing any extensions and/or modifications (variations) to contracts before they are carried out once proper authorisation has been received
 - 45.4.3 add any extensions and/or modifications (variations) to the contracts register before they are carried out once proper authorisation has been received
 - 45.4.4 comply with any instructions of Strategic Procurement and Supply Assurance for the publication of the redacted contract or contract information
 - 45.4.5 ensure that a record is kept of all certificates and instructions issued under the contract
 - 45.4.6 keep documents in support of each payment showing how the payment amount has been valued and maintain a record of all such payments including professional fees
 - 45.4.7 respond diligently and expediently to any and all requests from Strategic Procurement and Supply Assurance for information which may be required for legal means including investigations, Freedom of Information, statutory public Notices etc.
 - 45.4.8 apply price fluctuation clauses in contracts once there is a clear audit trail of authority being in place
 - 45.4.9 levy liquidated damages unless circumstances properly dictate otherwise
 - 45.4.10 before terminating any contract (other than by effluxion of time, i.e. natural expiry) and in particular for breach, consult the Monitoring Officer or their nominated representative.
 - 45.4.11 inform Strategic Procurement and Supply Assurance a minimum of a month before any contract is terminated or ends in order that any Contract Termination public Notice can be prepared or matter properly closed

- 45.4.12 resolve all contractual matters and contractual claims, and issue any final account and final certificate in accordance with the terms of the contract, taking advice from the Monitoring Officer
- 45.4.13 ensure that any consultants are properly and adequately managed so as to carry out their contractual obligations with the Council.
- 45.5 Officers managing shall:
 - 45.5.1 have and keep for reference a copy of the contract including any amendments for reference
 - 45.5.2 maintain the decision record and conflicts assessment throughout the contract lifetime
 - 45.5.3 ensure at least an annual review of the contract
 - 45.5.4 include a minimum of three key performance indicators (KPIs) in all contracts of Value Band iv) and above
 - 45.5.5 assess performance of all KPIs in accordance with the national standard and address with advice from Strategic Procurement and Supply Assurance performance concerns
 - 45.5.6 ensure that the corporate contracts database register is up-to-date
 - 45.5.7 ensure that relevant checks such as insurance, health and safety, Modern Slavery etc are undertaken
 - 45.5.8 monitor that the contract is within contractual and budgetary limits (or appropriate action has been taken).
- 45.6 Contract Management shall be undertaken in accordance with the guidance on the Toolkit and advice of the Assistant Director, Procurement and Supply.

Contract Management Notices

- 45.7 The contract manager and contract owner named in or specified for the contract shall provide any or all information required for the publication of a public notice under the PA 23, including:
 - 45.7.1 assessment information of the supplier's performance under the contract by reference to any KPIs for contracts over £5m (noting that the Council is under an obligation to publish this information at least once every twelve months during the contract and on contract termination);
 - 45.7.2 any information relating to a breach of the contract which results in termination (or partial termination) of the contract, the award of damages or a settlement agreement (noting that the Council is under an obligation to publish this information within 30 days of any such event occurring);
 - 45.7.3 any information relating to the supplier's performance where the contract manager considers that the supplier is not performing or carrying out its obligations under the contract and the supplier is failing to improve after

having been given proper opportunity to do so (noting that the Council is under an obligation to publish this information within 30 days of any such event occurring);

- 45.7.4 any information relating to the termination of a contract which includes termination by discharge, expiry, termination by a party, rescission or being set aside by a court order (noting that the Council is under an obligation to publish this information within 30 days of a contract being terminated);
- 45.7.5 any information relating to the modification of a contract, including any revised conflict assessments. However, Officers shall consult with the Assistant Director, Procurement and Supply, prior to any modifications to ensure it is permitted under the PA 23; and
- 45.7.6 any information relating to payments more than £30,000 at the end of each quarter (noting the Council is under an obligation to publish a payment compliance notice every six months).

46. RETENTION OF DOCUMENTS

- 46.1 All commissioning, procurement, contract and contract management related documentation shall be stored and retained securely as the responsibility of commissioning officers in accordance with the Council's Retention Schedule, irrespective of the format in which they are maintained or the media on which they are held.
- 46.2 Contract documents minimum periods:
 - 46.2.1 for contracts under hand, no less than 6 years from the completion of the services, supply or works
 - 46.2.2 for contracts under seal, no less than 12 years from the completion of the services, supply or works.

47. CONTRACTS REGISTER

- 47.1 The Assistant Director, Procurement and Supply shall procure and have oversight of a Corporate Contracts Database Register for the repository of contract information.
- 47.2 Corporate Directors shall have responsibility for ensuring mechanisms to support the accuracy of all data within the contracts register.
- 47.3 All officers shall have responsibility for noting any errors or omissions they identify within the contracts register and informing Strategic Procurement and Supply Assurance.
- 47.4 All Contracts and agreements with a third party spend exceeding £5k in the aggregate whole lifetime value of the agreement shall be recorded by the commissioning officer on the corporate contracts database register, in addition to any local records maintained.

- 47.5 The fields required for the corporate contracts database register shall be determined by the Assistant Director, Procurement and Supply and may change based on the needs of the Council, transparency or other legislative requirement.
- 47.6 The central contracts register shall be available:
- 47.6.1 internally within the Council via the internal network
 - 47.6.2 externally of the Council via the Council's website (in edited form) to meet transparency requirements.
- 47.7 The contracts register shall be used to drive the Council's procurement forward plan and pipeline of future contracts.
- 47.8 Officers shall utilise the functionality of the contracts register as the roadmap of development is implemented.

48. REVIEW OF FINANCIAL LIMITS

- 48.1 The financial limits shall be reviewed by Council, Executive, Audit and Risk Committee or the Section 151 Officer as appropriate on an annual basis to determine whether they remain fit for purpose and action taken in the event they are not.

49. NOT USED

50. FINANCE RESPONSIBILITIES

- 50.1 The Finance department shall:
- 50.1.1 provide guidance to client commissioning officers on financial procurement and contract implications to associated budgets where multiple departments could be affected
 - 50.1.2 commit the budget to being available for any procurement activity
 - 50.1.3 provide finance implications as required for business reports and decision making reports
 - 50.1.4 help the council to challenge costs, ensure contracts are affordable within available budgets, then identify and capture saving opportunities
 - 50.1.5 provide detailed checks on financial stability of current and potential suppliers flagged as being at higher financial stability risk by standard credit check processes
 - 50.1.6 arithmetically calculate and check proposed increases to contracts, in addition to challenging the relevant index to be applied
 - 50.1.7 assist with the costing of in-house or alternative option provisions
 - 50.1.8 required to advise on insurance levels, guarantees, bonds etc.

- 50.1.9 creation/review and evaluation of pricing schedules/cost models
- 50.1.10 provide input in cost modelling and devising pricing schedules.

51. LEGAL SERVICES RESPONSIBILITIES

- 51.1 The Legal Services department shall:
 - 51.1.1 provide advice on legislation impacting on a procurement and contracts
 - 51.1.2 provide advice on the legislation, the Rules and responsibilities to client commissioning officers
 - 51.1.3 provide legal implications as required for business reports and decision making reports
 - 51.1.4 provide terms for Value Band ii) and above contracts
 - 51.1.5 prepare conditions of contract and associated documents to include in the tender documents
 - 51.1.6 review any proposed supplier terms and conditions at the request of the commissioning officer
 - 51.1.7 advise on and where required negotiate on behalf of the commissioning officer, amendments to the conditions of contract
 - 51.1.8 advise on any legal issues arising in relation to the contract including contract disputes and the procurement process
 - 51.1.9 advise on relevant ancillary matters to a contract to internal council officers, such as TUPE or commercial litigation
 - 51.1.10 advise when it is appropriate to seek external legal opinion.

52. CORPORATE DIRECTORS

- 52.1 Corporate Director responsibilities include:
 - 52.1.1 making sure that the Rules, Key Decision procedures and Access to Information Rules are followed
 - 52.1.2 making sure the Council achieves value for money and reasonably achieves intended service outcomes or taking appropriate action
 - 52.1.3 building social value into all contracts insofar as is reasonably practicable and ensuring that is monitored, managed and delivered
 - 52.1.4 taking immediate action if someone breaks these Rules
 - 52.1.5 making sure proper and detailed records of all contracts are kept
 - 52.1.6 making sure a record is kept when it is decided that these Rules do not have to be followed

- 52.1.7 making sure there are proper arrangements for bids received outside of the Council's e-tendering system regardless of value, where this has been agreed as an exception by the Assistant Director, Procurement and Supply
- 52.1.8 making sure that the Council's corporate seal is placed on any document that needs to be 'sealed and executed' as a deed, and that where a document does not need to be sealed, it is signed by two authorised officers
- 52.1.9 deciding to accept a contract with lower levels of insurance cover and to accept a contract without professional indemnity insurance or vary/limit liabilities in contracts from standard terms
- 52.1.10 taking responsibility for any negotiation undertaken by their department whether or not personally undertaken or by officer(s) acting in their name, following a requirement to seek advice from the Assistant Director, Procurement and Supply
- 52.1.11 agreeing to negotiate where permitted by law with a completed and authorised waiver request and identifying two or more senior officers to undertake the negotiation, one of whom shall be graded a Chief Officer for Value Band iv) and above contracts
- 52.1.12 ensuring mechanisms are in place for all contracts within their directorate to be properly recorded on the corporate contracts database register and entries are maintained and kept up-to-date
- 52.1.13 taking responsibility for indexation or inflation related claims whether above or below key decision threshold agreements for the original procurement strategy and contract award (not the increase) where the matter is urgent and then to retrospectively explain to Commissioning and Procurement Board the reasons for urgency and decision taken.
- 52.1.14 ensuring that every contract within their directorate over Value Band iii) has at least an annual review and the contract manager is identified on the corporate contracts database register.
- 52.1.15 ensuring that performance and contract spend is appropriately monitored, relevant checks such as insurance, health and safety, safeguarding, Modern Slavery etc. are undertaken and is within contractual and budgetary limits (or appropriate action has been taken).
- 52.1.16 ensuring proper governance is adhered to within the directorate for procurement matters
- 52.1.17 ensuring that all officers are acting ethically and with integrity within their directorates insofar as possible.
- 52.2 These requirements apply to all those officers authorised to act in place of a Corporate Director in the Scheme of Delegation where there is not a Corporate Director for that directorate

53. SOCIAL VALUE

- 53.1 Officers shall consider Social Value in all tendered contracts this shall:
 - 53.1.1 be the additional value gained through delivery of the contract

- 53.1.2 improve and secure the economic, social and environmental wellbeing of the borough
- 53.1.3 be used to make the maximum positive impact for the borough's residents, service users and businesses
- 53.1.4 demonstrate our commitment to social value and progressive procurement
- 53.1.5 utilise the relative purchasing power of the Council
- 53.1.6 minimise reputational risk to the Council
- 53.1.7 deliver impactful benefit to the borough
- 53.1.8 consider the Matters of Policy (see Rule 54).
- 53.2 Social Value shall be weighted at a minimum 20% in all tendered award criteria (and wherever possible, award criteria for quotes) and shall be proportionate, reasonable and relevant to the subject matter of the contract.
- 53.3 Officers shall adhere to guidance within the Toolkit.
- 53.4 All social value requirements within the contract shall be by the relevant contract manager:
 - 53.4.1 recorded and monitored
 - 53.4.2 managed and reported on.
- 53.5 Officers shall set out Social Value asks clearly within tender documentation.

54. MATTERS OF POLICY

- 54.1 As a matter of policy the following shall be considered and appropriate measures adopted wherever legally possible as part of the procurement:

Environment and Climate Action

- 54.1.1 supporting climate action and reducing waste, by considering how they can contribute to the Council becoming net zero carbon by 2030 in or that we can find ways to reduce:
 - 54.1.1.1 scope 1 emissions i.e. those greenhouse gas emissions which the Council emits from sources the Council directly controls such as its residential or municipal buildings, fleet and waste management
 - 54.1.1.2 scope 2 emissions i.e. those greenhouse gas emissions which the Council emits from sources indirectly such as grid energy consumption for heating and/or cooling
 - 54.1.1.3 scope 3 emissions i.e. those greenhouse gas emissions which the Council emits procured, delivered or disposed of as part of delivery of Council services e.g. delivery vehicles or waste entering/exiting
- 54.1.2 looking at ways to collect carbon emission levels by encouraging suppliers to quantify their carbon footprint and measures to reduce carbon emissions

- 54.1.3 reducing waste, improving resource efficiency and contributing to the move towards a circular economy
- 54.1.4 not specifying, purchasing or using products that damage the environment when a reasonable alternative is available to promote behaviour that causes the least damage to the environment
- 54.1.5 taking into account whole life costs such as energy, maintenance and end of life disposal costs when assessing bids
- 54.1.6 identifying, prioritising and recognising that sustainability and buying environmentally friendly goods and services is part of continuous improvement

Economic Impact

- 54.1.7 leveraging opportunities to create new business, new jobs and new skills, particularly increasing opportunities for entrepreneurship and helping new and/or small businesses to grow, increasing employment opportunities particularly for those who face high barriers to employment or who are located in disadvantaged areas and extending training opportunities, particularly for people in industries with known skills shortages or in high growth sectors
- 54.1.8 demonstrating fair employment practices including payment of the London Living Wage or Living Wage (as appropriate, dependent on where the contract is to be delivered)
- 54.1.9 encouraging and improving supplier diversity, innovation and resilience, in contract advertisements, welcoming applicants who meet the qualitative conditions of participation from voluntary and community sector enterprises (VCSEs), social enterprises, staff mutuals, new start-ups, not for profit enterprises and small to medium enterprises
- 54.1.10 delivering innovation and the use of new technologies and new business models throughout the supply chain, to deliver lower cost and/or higher quality goods and services, and encourage the wider adoption of innovation that contribute to the development of scalable and future-proofed new methods to modernise delivery and increase productivity
- 54.1.11 work collaboratively, particularly with the Islington Anchor Institution Network, to help boost jobs and employment, support local businesses and reduce our carbon emissions

Social Impact

- 54.1.12 principles of fairness, such as (not exhaustively) those mentioned in the Progressive Procurement Strategy 2020/27 and Community Wealth Building Strategy:
 - 54.1.12.1 co-design with service users
 - 54.1.12.2 supporting opportunity of access to less represented businesses such as those black and minority ethnic owned or women owned

- 54.1.12.3 working with mutuals and co-operatives
- 54.1.12.4 Challenging Inequalities and corporate parentship
- 54.1.13 improving opportunities for those from disadvantaged communities
- 54.1.14 increasing community participation, empowering strong and supportive communities
- 54.1.15 driving change that supports more effective service delivery
- 54.1.16 delivering early intervention and prevention where possible
- 54.1.17 achieving better mental health and physical wellbeing
- 54.1.18 safeguards the borough.

55. DECISION MAKING THRESHOLD TABLES

All decisions may be taken in the below by the Decision Maker with greater financial authority e.g. Level A can take any decision, Level B can take a decision of Level C.

Level	Decision Maker
A	<p>Executive</p> <p>Decisions for the Executive:</p> <ul style="list-style-type: none"> • Procurement Strategies – over £2m Revenue or £5m Capital • Contract Awards – over £2m Revenue or £5m Capital (unless delegated to the Chief Executive or Corporate Director) • Contracts without Security of Performance - Over £5m • All Matters of Policy <p>A significant variation may relate to amendments to the goods, works or services being provided, but where it relates to costs, a variation in excess of 10% from that quoted in the procurement strategy may be considered significant.</p> <p>Whether a variation is significant shall be determined by the Assistant Director, Procurement and Supply (consulting the Monitoring Officer, as required).</p> <p>If, for any reason, it is not possible to award a contract without significant variation from the original procurement strategy it should be referred to the Assistant Director, Procurement and Supply (consulting the Monitoring Officer, as required) for advice.</p> <p>The Assistant Director, Procurement and Supply, will advise on the approach to be taken which may include a revised procurement strategy decision to be submitted to the Executive or Corporate Director for approval.</p>
B	<p>Corporate Directors (including the Chief Executive and those officers authorised to act in place of a Corporate Director in the Scheme of Delegation where there is not a Corporate Director for that directorate).</p> <p>Decisions for Corporate Directors:</p> <ul style="list-style-type: none"> • Procurement Strategies/business cases – below Executive threshold • Contracts without Security of Performance - below £5m • Contract Awards delegated by the Executive as outlined in Level A above, provided there has not been a significant variation from the Executive agreed Procurement Strategy, which prevents the award. • Contract Awards below Executive threshold regardless in line with Constitutional governance arrangements. <p>Certain powers, notably key decision making, may not be further delegated under a Corporate Director’s Scheme of Authorisation.</p>

C	<p data-bbox="338 197 1085 230">Chief Officer graded staff – as per Financial Regulations</p> <ul data-bbox="387 264 1278 371" style="list-style-type: none"><li data-bbox="387 264 1029 297">• Procurement Strategies and Contract Awards<li data-bbox="387 304 1278 371">• Certain powers may not be further delegated under a Scheme of Authorisation if agreed by the Officers at Level B.
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56. THRESHOLD TABLES

Value Band i)

Band	Rules- based on aggregate value including extensions
i)	<p data-bbox="336 463 639 528">£0 - £4,999 excl. VAT (max £5,999 incl. VAT)</p> <p data-bbox="336 562 1222 627">Applies to: goods, works, services (including light touch services), concessions</p> <p data-bbox="336 660 639 694">Authority to Procure:</p> <ul data-bbox="384 696 1326 873" style="list-style-type: none"> • Challenge process: Directorate determined • Decision document: Email or business case • Reporting: Not essential on contracts register • Decision maker: Officer within Scheme of Authorisation • Advertising: Not permitted <p data-bbox="336 907 740 940">Procurement route (in order):</p> <ul data-bbox="384 943 1337 1043" style="list-style-type: none"> • Corporate contract, framework agreement, purchase card or informal quotation required (incl published/catalogue pricing). • Local provider to be used or justified in writing in award document. <p data-bbox="336 1077 616 1111">Authority to Award:</p> <ul data-bbox="384 1113 1326 1214" style="list-style-type: none"> • Challenge process: Directorate determined • Decision document: Email or value for money/award report • Transparency: Invoices over £500, card transactions

Value Band ii)

Band	Rules- based on aggregate value including extensions
ii)	<p>£5k - £24,999 excl VAT (max £29,999 incl VAT)</p> <p>Applies to: goods, works, services (including light touch services), Concessions</p> <p>Authority to procure:</p> <ul style="list-style-type: none"> • Challenge process: Directorate determined • Decision document: Email or business case • Reporting: Recorded on contracts register • Decision maker: Officer within Scheme of Delegation • Advertising: Not permitted <p>Procurement route (in order):</p> <ul style="list-style-type: none"> • Corporate contract, framework agreement or one written quotation • Local provider to be used or justified in writing in award document <p>Authority to Award:</p> <ul style="list-style-type: none"> • Challenge process: Directorate determined • Decision document: Email or value for money/award report • Transparency: Invoices over £500, contracts over £5k

Value Band iii)

Band	Rules
iii)	<p>£25k - FTS goods/services threshold £179,086 (excluding 20% VAT) or £214,904 (including VAT) Applies to: Goods, Works, Services (including light touch services), Concessions</p> <p>Authority to Procure:</p> <ul style="list-style-type: none"> • Challenge process: Directorate determined • Decision document: Email or business case • Reporting: Recorded on contracts register • Decision maker: Officer within Scheme of Authorisation • Advertising: Not permitted <p>Procurement route (in order):</p> <ul style="list-style-type: none"> • Corporate contract, framework agreement, or three quotations required (incl published/catalogue pricing). • Local provider to be used or justified in writing in award document. <p>Authority to Award:</p> <ul style="list-style-type: none"> • Challenge process: Directorate determined • Decision document: Email or value for money/award report • Transparency: Invoices over £500, contracts over £5k <p>Anything over £175k shall be referred to the Assistant Director, Procurement and Supply for direction for advice on the procurement route</p>

Value Band iv)

Band	Rules
iv) - a	<p>£ FTS goods/services threshold - £250k excl VAT (max £599,999 capital incl VAT)</p> <p>Applies to: Goods and Services</p> <p>Authority to procure:</p> <ul style="list-style-type: none"> • Challenge process: Directorate determined • Decision document: Business case • Reporting: Recorded on contracts register • Decision maker: Officer within Scheme of Authorisation • Advertising: FTS, website and ETP managed by Procurement and Supply <p>Procurement route (in order):</p> <ul style="list-style-type: none"> • Corporate contract, framework agreement or tender • Social Value mandated at minimum 20% <p>Authority to Award:</p> <ul style="list-style-type: none"> • Challenge process: Locally determined • Decision document: Value for money/award report • Transparency: Invoices over £500, contracts over £5k
iv) - b	<p>£ FTS goods/services threshold - £500k excl VAT (max £599,999 capital incl VAT)</p> <p>Applies to: Works, light touch services and Concessions</p> <p>Authority to procure:</p> <ul style="list-style-type: none"> • Challenge process: Directorate determined (up to £250k) Commissioning and Procurement Board (over £250k) • Decision document: Business case • Reporting: Recorded on contracts register • Decision maker: Officer within Scheme of Authorisation • Advertising: Not advertised <p>Procurement route (in order):</p> <ul style="list-style-type: none"> • Corporate contract, framework agreement or 4 quotations via ETP • Social Value mandated at minimum 20% <p>Authority to Award:</p> <ul style="list-style-type: none"> • Challenge process: Locally determined • Decision document: Value for money/award report and Recordable Decision form, if Revenue • Transparency: Invoices over £500, contracts over £5k

Value Band v)

Band	Rules
v) - a	<p>£ 250k - £500 excl VAT (max £600k incl VAT)</p> <p>Applies to: Goods and Services (including light touch services)</p> <p>Authority to procure:</p> <ul style="list-style-type: none"> • Challenge process: Commissioning and Procurement Board • Decision document: Business case • Reporting: Recorded on contracts register • Decision maker: Officer within Scheme of Delegation • Advertising: FTS, website and ETP managed by Procurement and Supply <p>Procurement route (in order):</p> <ul style="list-style-type: none"> • Corporate contract, framework agreement or tender • Social Value mandated at minimum 20% <p>Authority to Award:</p> <ul style="list-style-type: none"> • Challenge process: Locally determined • Decision document: Recordable Decision Value for money/award report • Transparency: Invoices over £500, contracts over £5k
v) - b	<p>£ 500k - £1m excl VAT (max £1,200,000 incl VAT)</p> <p>Applies to: Works and Concessions</p> <p>Authority to procure:</p> <ul style="list-style-type: none"> • Challenge process: Commissioning and Procurement Board • Decision document: Business case • Reporting: Recorded on contracts register • Decision maker: Officer within Scheme of Delegation • Advertising: Not advertised <p>Procurement route (in order):</p> <ul style="list-style-type: none"> • Corporate contract, framework agreement or 4 tenders via ETP • Social Value mandated at minimum 20% <p>Authority to Award:</p> <ul style="list-style-type: none"> • Challenge process: Locally determined • Decision document: Recordable Decision Value for money/award report • Transparency: Invoices over £500, contracts over £5k

Value Band vi)

Band	Rules
vi)	<p>£500k - £2m excl VAT (max £2,400,000 incl VAT)</p> <p>Applies to: Goods and Services (including light touch services)</p> <p>Authority to procure:</p> <ul style="list-style-type: none"> • Challenge process: Commissioning and Procurement Board • Decision document: Officer Key Decision - Procurement Strategy • Reporting: Recorded on contracts register • Decision maker: Corporate Director • Advertising: FTS, website and ETP managed by Procurement and Supply <p>Procurement route (in order):</p> <ul style="list-style-type: none"> • Corporate contract, framework agreement or tender • Social Value mandated at minimum 20% <p>Authority to Award:</p> <ul style="list-style-type: none"> • Challenge process: Directorate determined • Decision document: Officer Key Decision • Transparency: Invoices over £500, contracts over £5k
v) - b	<p>£ 1m - £5m excl VAT (max £6,000,000 incl VAT)</p> <p>Applies to: Works and Concessions</p> <p>Authority to procure:</p> <ul style="list-style-type: none"> • Challenge process: Commissioning and Procurement Board • Decision document: Officer Key Decision - Procurement Strategy • Reporting: Recorded on contracts register • Decision maker: Corporate Director • Advertising: FTS, website and ETP managed by Procurement and Supply <p>Procurement route (in order):</p> <ul style="list-style-type: none"> • Corporate contract, framework agreement or tender • Social Value mandated at minimum 20% <p>Authority to Award:</p> <ul style="list-style-type: none"> • Challenge process: Locally determined • Decision document: Officer Key Decision Value for money/award report • Transparency: Invoices over £500, contracts over £5k

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Value Band vii)

Band	Rules
vii)	<p>Over £2m revenue or £5m capital excl VAT</p> <p>Applies to: Goods, Works, Services (including light touch services) and Concessions</p> <p>Authority to procure:</p> <ul style="list-style-type: none"> • Challenge process: Commissioning and Procurement Board • Decision document: Executive Key Decision - Procurement Strategy • Reporting: Recorded on contracts register • Decision maker: Corporate Director • Advertising: FTS, website and ETP managed by Procurement and Supply <p>Procurement route (in order):</p> <ul style="list-style-type: none"> • Corporate contract, framework agreement or tender • Social Value mandated at minimum 20% <p>Authority to Award:</p> <ul style="list-style-type: none"> • Challenge process: Directorate determined • Decision document: Executive Key Decision (unless delegated) • Transparency: Invoices over £500, contracts over £5k

Notices under the PA 23

Notice	Commentary
Pipeline Notice	<p>Purpose: This notice is compulsory if the Council considers it will pay more than £100 million (inclusive of VAT) under relevant contracts in the coming financial year. This notice sets out specified information about any public contract with an estimated value of more than £2 million (inclusive of VAT), in respect of which the Council intends to publish a tender notice or transparency notice during the reporting period (18 months from the start of the financial year).</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: Within 56 days of the start of the new financial year.</p>
Preliminary Market Engagement Notice	<p>Purpose: This notice must set out that you intend to engage in or already have engaged in preliminary market engagement. Where preliminary market engagement is undertaken, this notice is compulsory unless the Council provides a reason for not doing so in the Tender Notice.</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: Prior to or during preliminary market engagement.</p>
Planned Procurement Notice	<p>Purpose: May be published to advertise intention of publishing a Tender Notice. This notice will constitute a “qualifying planned procurement notice” (for the purposes of reduced tendering periods) where the notice is published in accordance with the timescales below.</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: At least 40 days but not more than 12 months before the day on which the tender notice is published.</p>
Tender Notice	<p>Purpose: This notice is compulsory where a public contract is advertised as part of a competitive tendering exercise, “associated tender documents” must be provided alongside the tender notice.</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: On commencement of the procurement – i.e. publishing a request to participate or, in the case of any competitive flexible procedure where there is no request</p>

Notice	Commentary
	to participate, when tenderers are invited to submit their first tender.
Transparency Notice	<p>Purpose: A notice setting out that the Council intends to award a contract directly to a supplier.</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: Before directly awarding a contract.</p>
Procurement Termination Notice	<p>Purpose: If, following a Tender Notice or Transparency Notice, the Council decides not to award the contract, the Council must publish a Procurement Termination Notice.</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: As soon as reasonably practicable after deciding not to award the contract.</p>
Contract Award Notice	<p>Purpose: Sets out the Council's intention to enter into public contract.</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: Before entering into a public contract but after providing each supplier that submitted an assessed tender their "assessment summary".</p>
Contract Details Notice	<p>Purpose: Sets out that the Council has entered into a public contract.</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: Within 30 days of entering into the public contract (or within 120 days if entering into a light touch contract).</p>
Contract Change Notice	<p>Purpose: Sets out that a public contract (or a contract which is now become a public contract because of the modification – known as a convertible contract) has been modified.</p> <p>This notice is not required if (1) the modification increases/decreases the value by 10% or less for a goods or services contract or 15% or less for a works contract or (2) the modification increases/decreases the term of the contract by 10% or less of the maximum period provided for on award. This exception does not apply in the case of modifications relating to novation or assignment on corporate restructuring.</p>

Notice	Commentary
	<p>Does not apply to light touch contracts.</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: Before modifying a public contract or convertible contract. May contain a voluntary standstill period.</p>
Contract Performance Notice	<p>Purpose: This notice applies in three scenarios:</p> <ul style="list-style-type: none"> • where the Council has set KPIs in accordance with section 52 of the PA 23. Notice will contain information assessing performance against the KPIs and certain other information specified in regulations; • where the supplier is in breach of a public contract resulting in total/partial termination, award of damages or a settlement agreement; or • where the Council considers the supplier is not performing the public contract to the Council's satisfaction, has been given proper opportunity to improve performance and has failed to do so. <p>In the latter two scenarios (which do not apply to light touch contracts), a Contract Performance Notice must be published stating that the relevant provision of the PA 23 applies, the circumstances giving rise to it applying and other specified information.</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: Scenario 1 - at least once in every period of twelve months during the lifecycle of the contract and on termination. Scenarios 2 and 3 – before the end of the period of 30 days beginning with the day the relevant PA 23 ground first applies.</p>