

# PROCUREMENT AND CONTRACTS RULES AND PROCEDURES

## 1 Purpose and Significance

- 1.1 These [Procurement](#) and Contract Rules and Procedures (“PCRPs”) provide a compliance framework for managing the Council’s expenditure on goods, services and works and are, in effect, the instructions of the Council to ALL officers for undertaking expenditure on behalf of the Council. For the avoidance of doubt: responsible individuals (2.3.1) must not commit to expenditure unless these PCRPs have been followed.

These procurement rules and procedures are made in accordance with section 135 of the Local Government Act 1972

- 1.2 As money spent by the Council is public money, the purpose of these PCRPs is to ensure that the Council:
- purchases goods, services and works of the appropriate quality for its needs
  - uses resources efficiently and obtains value for money in its purchasing decisions
  - furthers its corporate objectives, including collaboration with other authorities
  - is open, fair, transparent and fully compliant with EU public procurement legislation and UK Law, as laid out in the [Public Contracts Regulations 2015](#) (“PCR2015”)
  - helps to safeguard against fraud, bribery, corruption and dishonesty
- 1.3 Failure to follow these PCRPs for all procurement decisions and processes will undermine the achievement of the objectives in 1.2. Additionally, in an increasingly litigious and regulated environment, non-compliance is seen as an increased risk; including the likelihood of greater exposure to claims from suppliers, as well as heavy fines and non-financial penalties from regulatory authorities.
- 1.4 The PCRPs detailed here should guide users through the processes to follow for any procurement. However, they are not intended to be a ‘how to’ guide; they signpost relevant policies, guidance and legislation and whenever specific advice is needed, consult the:
- Procurement team (~~via your Procurement Business Partner~~) (~~part of Strategy & Commissioning Support~~) for day-to-day advice in respect of the operation of these rules and procedures
  - [Shared Legal Solutions](#) (“SLS”) team for advice on issues of precedence and the law relating to Council contracts.
- 1.5 There is a series of policies, which should be read in conjunction with these PCRPs. They may be updated from time to time but will always constitute a key component of the PCRPs. See Appendix 2 for a list of applicable policies and Section 5 below for an explanation of other associated documentation.

## 2 General Principles

### 2.1 Application and Scope

- 2.1.1 The PCRPs apply to all Council expenditures on [goods](#), [services](#) and [works](#). For the avoidance of doubt, 'services' includes:
- services of external consultants or temporary workers through external agencies
  - the purchasing of services for individuals, including social care and children's services, (e.g.: a package of care or a foster placement)
  - when we increase volume on a spot contract or go beyond a block contract and for extensions, i.e.: existing arrangements (see Section 2.2 Estimating Contract Value)
  - Service Level Agreements ("[SLAs](#)"); Memorandums of Understanding ("[MoUs](#)"); [Grants](#) that are awarded by the Council with certain conditions or outcomes attached
- 2.1.2 The PCRPs do not apply to contracts for:
- the appointment of permanent or fixed-term employees
  - the purchase/rental or sale of any interest in land, existing buildings or other immovable property. These are covered in the Finance Regulations 12.1.5.13.
  - [MoUs](#) and [Grants](#) that are awarded by the Council without particular conditions or outcomes attached.
- 2.1.3 Maintained schools are required by Section 48 of the School Standards and Framework Act 1998 to comply with the LEA's Financial Scheme; which, in turn, refers to the Council's Finance Regulations and PCRPs. Schools also need to have regard to the current School Governance Regulations.
- 2.1.4 Council owned trading companies are required to use these PCRPs for all procurement activities undertaken; adapting them as required (with advice from Procurement where appropriate) to meet their own governance arrangements. Teckal arrangements have now been codified into PCR2015 but the interpretation can be complex; contact Procurement for advice.

### 2.2 Estimating Contract Value

All contract opportunities are required to state a [total ascertainable value](#) (or a value range) so that potential suppliers can assess their suitability for the opportunity and the appropriate procurement process can be utilised. The estimate includes both revenue and capital elements of any contract. There are several requirements in PCR2015 (Regulation 6) that specify how the value of the opportunity should be calculated.

Where no definition of total value is possible, the estimated contract value shall be calculated as 24 x the monthly value.

Refer to the [Estimate of Value](#) document and contact Procurement for advice.

### 2.3 Responsibilities and Compliance

- 2.3.1 The PCRPs apply to every officer of the Council and anyone acting on its behalf. It is the responsibility of Directors to ensure that the Rules and Procedures are adhered to.
- 2.3.2 Failure to comply with these Rules and Procedures may result in disciplinary action.
- 2.3.3 Breaches of these Rules and Procedures should be reported to the [Monitoring Officer; Section 151 officer](#) and the [Service Manager — Shared Audit & Investigation Service Assistant Director - Governance](#)
- 2.3.4 Any officer or member of staff who suspects any [fraud, corruption or misconduct](#) in relation to any procurement or contract must immediately report that suspicion to the [Monitoring Officer, Section 151 Officer](#) and the [Service Manager — Shared Audit & Investigation Service Assistant Director - Governance](#).

## 2.4 Conflicts of Interest

- 2.4.1 Where a tenderer has provided advice during a preliminary market consultation or has had any involvement in the preparation of a tender document (“Prior Involvement”) the following measures must be taken to ensure that competition is not distorted by the participation of that tenderer in the subsequent procurement process:
- Details of the Prior Involvement of a tenderer in a particular procurement process must be communicated to all tenderers taking part in that procurement process; including details of relevant information exchanged between the Council and the tenderer as part of the Prior Involvement
  - The time limit for the receipt of tenders must be adequate (so that the tenderers who have not benefitted from Prior Involvement have sufficient time to properly formulate their responses)
- What is considered “relevant information” and “adequate” timescales will vary case-by-case. It is the responsibility of the Officer involved to make a considered judgement of what these mean for their particular instance.
- 2.4.2 Any tenderer who has had Prior Involvement in a particular procurement can only be excluded from the procurement process where the Council has documented a decision ([Material Decision](#)) that there are no means available to prevent distortion of competition. The Council shall give the excluded tenderer an opportunity to prove how the Prior Involvement will not distort competition before it makes that decision.
- 2.4.3 Any Council Officer or other person acting on the Council’s behalf who has, directly or indirectly, a financial, economic or other personal interest, which might be perceived to compromise their impartiality and independence in the context of any procurement process, shall disclose such interest and shall not take part in that procurement process. Disclosure of the interest should be made via the standard, annual self-declaration procedure.
- 2.4.4 The Localism Act includes rules covering any disclosable pecuniary interest in a procurement activity by Members. The Local Government Association has produced an informative guide: “[A councillor's guide to procurement](#)”

### 3 The Procurement and Contract Rules

#### 3.1 Pre-Procurement Approvals

The Pre-Procurement Approval steps indicated below must be completed before a formal procurement procedure is started; that is, before the publication of any Prior Information Notice or advertisement requesting Expression of Interest, Request for [Participation Quotation](#), Invitation to Tender, or similar.

##### 3.1.1 Procurement Business Case (including options appraisal)

A formal [business case](#) is required for any procurement with a total value above £50k (refer to section 2.2 for estimating value) with the varying levels of approval shown in the table below:-

	No formal business case required	Head of Service & Director Approval	Executive Approval
Goods and Services	< £50k	£50k - £500k	> £500k
Schedule 3 Services	< £50k	£50k - £615k	> £615k
Works	< £50k	£50k - £4,551k	> £4,551k

All Business cases should include the following elements in an appropriate form: -

- A brief justification linked to service or corporate objectives
- Vision and description of objectives to be achieved / specific need to be addressed
- Appraisal of options
- Statement of benefits and justification of expenditure, including financial costs and benefits, where relevant over the life of the contract.  
(Works business cases should include a financial feasibility assessment in terms of investment payback, return on investment or discounted cash flow value).
- Timetable
- Procurement Approach and Commentary
- Source and approval of funding and whether it is revenue or capital.
- Overall approvals as indicated in table above

The value of a Business Case shall not be distorted or split with the aim of avoiding any threshold. The exact nature of any Business Case will vary depending on the requirements of the services being procured but all should consider the elements listed above to an appropriate degree. In consultation with Procurement, Directorates may design their own templates and requirements for Business Cases, in particular where regularly recurring or rapid procurements are required.

Further guidance on the production of a [Business Case](#) is available from Procurement.

A Business Case must also be produced for ALL direct award waivers, adhering to the same approval levels. They must be supported with the Suppliers proposal, including terms and conditions and full quotation details in line with the [Waivers Policy](#) (see Appendix 2).

##### 3.1.2 Budget Approvals

In addition to an approved business case, where required, for the procurement, there must be budget available before procurement can commence.

~~If/ once a budget has been allocated for the expenditure, the following levels of approval are required in order to begin the procurement process. These represent the minimum levels of approval that are required; in specific circumstances, such as a new, unusual or particularly risky procurement, higher levels of consultation and approval may be appropriate.~~

The approval of the Director is sufficient for any budget approval within their Service remit. The Director may choose to consult more widely as appropriate to the nature of the particular procurement.

### 3.1.3 Legal Approval

As soon as the Business Case and Budget have been approved, the likely nature of the contractual Terms & Conditions (“T&Cs”) should be determined (see Table 3.3.1 below) and, as appropriate, SLS should be engaged prior to the commencement of the procurement.

SLS needs to be [formally instructed](#) to engage in the procurement process; but, in specific circumstances, a waiver may be in place that allows the use of pre-approved documentation. Check with your [Service Manager Assistant Director](#) to verify if any such [waiver](#) exists.

## 3.2 Overview of Required Procurement Procedures

ALL procedures in the PCR2015 (including Schedule 3 Services) are subject to “the principles of transparency and equal treatment of economic operators [*tenderers*]”. Accordingly, there is no mechanism for negotiation with any individual tenderer, at any stage of a procurement procedure.

Procedures are available to allow for negotiation, dialogue and innovation but they may only be used in specific circumstances and involving all parties equally. These procedures are difficult to manage effectively and should generally be avoided.

For procurements exceeding £50k, the default procedures are the [Open](#) or [Restricted](#) procedures only or the use of existing frameworks from other procurement bodies; in order to use another procedure, officers need to consult with Procurement and raise a waiver. For Services that need to manage urgent requirements (e.g.: emergency placements), a blanket waiver (clearly specifying the circumstances in which such a procedure is appropriate) may be available. Check with your [Service Manager Assistant Director](#) to verify if any such [waiver](#) exists.

3.2.1 **Goods & Services** – The following table gives an overview of the Procurement and Contract requirements for expenditure on [Goods](#) and [Services](#) (excluding [Schedule 3 Services](#) - see below) at various contract values:

Goods & Services <a href="#">Contract Value</a>	Below OJEU £181k			Above OJEU
	£0k – £25k	£25k - £50k	£50k - £181k	> £181k
Approved business case for the procurement at the appropriate level			✓	✓
Fully compliant OJEU process Any applicable process may be utilised.				✓
Pre-qualification questionnaire ( <a href="#">PQQSQ</a> ) ( <a href="#">Restricted Process</a> )	prohibited	prohibited	prohibited	✓
<a href="#">Invitation to Tender (ITT)</a> Open (single step) process			✓	
<a href="#">Request for Quotation (RFQ) Quick Quotes</a> process <sup>1</sup> , with credit check & references		✓ (min 3 quotes)		
Simple quotation and <a href="#">selection process</a> <a href="#">Purchase Order</a>	✓ Min 3 Quotes			
<a href="#">Legal &amp; Procurement Support</a> teams to be notified before start of procurement undertaking			✓ Relationship Managers & if >£100k SLS	✓ SLS & Procurement
Formal <a href="#">specification &amp; evaluation</a> criteria			✓	✓
Simplified <a href="#">specification &amp; evaluation</a>	(if necessary)	✓		
All documents available on the date of publication of notice or advertisement		if advertised	✓	✓
Publish in OJEU <sup>2</sup>				✓
Advertise in <a href="#">Contracts Finder</a> <sup>2</sup> (within 24 hrs of 1 <sup>st</sup> advert anywhere else)		>£25k if advertised anywhere	✓	✓
<a href="#">Invitation to Tender (ITT)</a>			✗	✗
<a href="#">Formal tender opening process</a>			✗	✗
Formal tender evaluation process			✓	✓

<sup>1</sup> If you wish to advertise your Quick Quote, use the ‘Create Project’ ‘Advertised Quotation (<50K)’ process

<sup>2</sup> Handled automatically by the e-Procurement system

Award notified in OJEU <sup>2</sup>				✓
Award notified in Contracts Finder <sup>2</sup>		if >£25k	✓	✓
Signed contracts lodged with <a href="#">SLS</a>			✓	✓
Standstill period			recommended	✓
<del>Service Area to add contract data to central Contracts Register</del>	<del>Contracts &gt; £5k</del>	<del>✗</del>	<del>✗</del>	<del>✗</del>
Complete Reg84 Report				✓

3.2.2 **Schedule 3** – The following table gives an overview of the Procurement and Contract requirements for expenditure on [Schedule 3 services](#) at various contract values. These are for specific services such as health, social care, education, cultural and certain other service contracts as defined by Common Procurement Vocabulary (CPV) codes:

Schedule 3 Services Contract Value	Below OJEU £615k			Above OJEU
	< £5k	£5k - £50k	> £50k	> £615k
<a href="#">Light Touch Regime</a> (“LTR”)				✓
Any appropriate process may be used			✓	✓
<a href="#">Quick Quotes Process</a> <sup>3</sup> Formal <a href="#">specification &amp; evaluation</a> criteria		Min 3 Quotes	✓	✓
Simple quotation and Purchase Order	✓			
<a href="#">Legal &amp; Procurement Support</a> teams to be notified before start of procurement undertaking			✗ <a href="#">Relationship Managers &amp; if &gt;£100k SLS</a>	✗ <a href="#">SLS &amp; Procurement</a>
All documents available on the date of publication of notice or advertisement		if advertised	✓	✓
Advertise in OJEU – contract notice or PIN <sup>4</sup> <a href="#">ALL documents available at date of notice</a>				✓
Advertise in <a href="#">Contracts Finder</a> <sup>4</sup> <a href="#">(within 24 hrs of 1st advert anywhere else)</a>		> £25k, if <a href="#">advertised</a> anywhere	✓	✓
Pre-qualification questionnaire ( <a href="#">PQQSQ</a> ) (Restricted Procedure)	<a href="#">prohibited</a>	prohibited	Optional (but <a href="#">prohibited below</a> <a href="#">£181k</a> )	✓
Invitation to Tender (ITT)			✓	✗
<a href="#">Formal tender opening process</a>			✗	✗
Formal tender evaluation process			✓	✓
Publish contract award notices <sup>4</sup> (can publish notices grouped quarterly)		If > £25k	✓	✓
Standstill period			recommended	✓
<a href="#">Service Area to add contract data to central Contracts Register</a>		<a href="#">Contracts &gt;£5k</a>	✗	✗
Complete Reg84 Report				✓

For ALL procurements, any appropriate process may be used and there is flexibility in the types of award criteria that can be defined but any procedure used must ensure equal treatment of tenderers and transparency. There are no prescribed timescales for procedures but they must be “reasonable and proportionate”.

The procedure can deviate from the LTR as long as there is no breach of equal treatment & transparency and the reasons are documented & communicated.

3.2.3 **Works** – The following table gives an overview of the Procurement and Contract requirements for expenditure on [Works](#) at various contract values:

Works Contract Value	Below OJEU £4,551k			Above OJEU
	< £5k	£5k - £50k	£50k - £4,551k	> £4,551k
Approved business case for the procurement at the appropriate level			✓	✓
Full OJEU process				✓
Invitation to Tender (ITT)			✓ (if not <a href="#">Construction Line</a> )	✓
Optional Construction Line “Tender”		✓	✓ (if no ITT)	n/a
Pre-qualification questionnaire ( <a href="#">PQQSQ</a> ) (Restricted Process)		prohibited	Optional (but <a href="#">prohibited below</a> <a href="#">£181k</a> )	✓
<a href="#">Request for Quotation (RFQ) Quick Quotes process</a> <sup>3</sup> , credit check and references for selected supplier		✓ (min 3 quotes)		

<sup>3</sup> If you wish to advertise your Quick Quote, use the ‘Create Project’ ‘Advertised Quotation (<50K)’ process

<sup>4</sup> Handled automatically by the e-Procurement system

Simple quotation and Purchase Order	✓			
Legal & Procurement Support teams to be notified before start of procurement undertaking			✓ Relationship Managers & if >£100k SLS	✓ SLS & Procurement
Formal specification & evaluation criteria			✓	✓
Simplified specification & evaluation	(if necessary)	✓		
All documents available on the date of publication of notice or advertisement		if advertised	✓	✓
Publish in OJEU. <sup>5</sup> ALL documents to be available prior to issue of the OJEU notice				✓
Advertise in Contracts Finder <sup>5</sup> (within 24 hrs of 1st advert anywhere else)		> £25k, if advertised anywhere	✓	✓
Formal tender evaluation process			✓	✓
Award notified in OJEU <sup>5</sup>				✓
Award notified in Contracts Finder <sup>5</sup>		if > £25k	✓	✓
Signed contracts lodged with SLS			✓	✓
Standstill period			recommended	✓
Service Area to add contract data to central Contracts Register		Contracts > £5k	✗	✗
Complete Reg84 Report				✓

### 3.2.4 Abnormally Low Tenders

The Council has a duty to investigate any tenders that appear to be abnormally low. We are obliged to require tenderers to explain the price or costs proposed in the tender and assess the information provided in consultation with the tenderer. The situation can be complex since PCR2015 regulations lay out specific elements to be considered, conditions to limit when the Council may reject a tender and obligations for when it must reject a tender. Contact [Procurement](#) for help in interpreting the specific rules.

## 3.3 Contracting Requirements

### 3.3.1 Overview of Contract Terms & Conditions

Having selected an appropriate supplier, the following sources of T&Cs may be appropriate for various contract values. These represent the minimum requirements for any given contract value; for low value contracts, more stringent T&Cs (e.g. simplified Contract Terms instead of a standard PO) may be relevant in some circumstances:

Contract Value	Duration	Risk	Procurement Cards	Standard Purchase Order Terms	Template Contract	Formal Contract Terms (via SLS)	Suppliers' Terms
< £50k	<12mth	any	✓	✓	if necessary		By exception and only with input of <a href="#">Shared Legal Solutions</a>
	>12mth	any	n/a	✓	if necessary		
£50k – £100k	any	any	n/a	n/a	✓		
>£100k	any	any	n/a	n/a	n/a	✓	

**NOTE:** Services may have Procurement Cards, which can be utilised for low value, low risk, one-off transactions, subject to the individual spending limit on the card. All ongoing/recurring requirements should be procured under a PO.

If you have any questions or concerns around contracts that may be high risk, consult [SLS](#) and/or [Procurement](#). For example: relatively low value contracts may have risks around sensitive data associated with them, which make the inclusion of a Confidentiality Agreement appropriate in that particular case.

<sup>5</sup> Handled automatically by the e-Procurement system

### 3.3.2 Acceptance of Tenders and Signing of Contracts:

Activity	Under £50k	£50k - £100k	£100k - £500k	£500k+
Acceptance of Tenders (prior to contract award)	Head of Service Assistant Director	Director		Director by Material Decision
Contract Signature	None if PO or Purchasing Card. Otherwise 2 Officers named on " <a href="#">List of Authorised Officers...</a> "	Two Officers: 1. Head of Legal Services or Qualified Solicitor or Barrister 2. Any Officer in 1 or Director or a member of Corporate Leadership Team (CLT)	Sealed as deed	
		(facilitated by Shared Legal Solutions)		

These levels apply as long as the tender does not exceed the overall approved budget by the lesser of 10% or a maximum of £20,000, providing sufficient budget can be secured, and the tender is the most advantageous, as measured against the previously set criteria.

Directors may only accept a tender which falls outside these criteria subject to consultation with Director of Finance & Resources (Chief Finance Officer) (Section 151 Officer) and if applicable, the Head of Human Resource Operations with regard to Transfer of Undertakings of Employees (TUPE), as a Material Decision.

### 3.3.3 Supplier Details

It is the responsibility of the Responsible Officer to ensure that all Suppliers to the Council are entered into the Council Purchase-to-Pay (P2P) system (or any replacement system) and that a purchase order is created to allow for the payment of invoices, prior to the start of the contract.

#### 3.3.3.3.4 Modification of contracts during their term (including extensions):

Subject always to the availability of an approved budget for the total amount to be committed, the ability to demonstrate ongoing value-for-money and that the modification does not alter the overall nature of the original procurement a contract may be modified within certain, defined limits; contact Procurement for advice.

The primary concern of PCR2015 is to ensure that the scale of the contract opportunity (i.e. its overall value) is not significantly changed. Many contracts (especially Works) will allow for changes to requirements and specifications within their terms, as long as the overall nature and scale of the contract is not substantially altered.

There is no means to extend a contract beyond the term/s defined within the original contract documents (which may include one or more defined extension periods). A Material Decision has no legal basis in this respect; once the maximum allowable term is complete, a new contract must be awarded. This will usually be awarded through a new procurement procedure with a suitable level of competition, as described above.

The regulations allow some mechanisms that may be useful in these circumstances but they are specific and quite restrictive; contact [Procurement](#) for advice.

### 3.4 Contract management during the contract duration

Good [contract management](#) relies on planning, starting with the creation of the contract documents during the initial procurement.

For any particular service requirement, we should develop a clear idea of what success looks like – what would we ideally want from the contractor that would deliver a first class service with a minimum of input from ourselves. Clauses and requirements, KPIs, regular reporting of metrics and contract reviews can all be built into the tender pack; setting expectations with potential contractors at the outset. Mechanisms that incentivise good performance and behaviours and the potential to share any benefits that the partnership approach generates can all be valuable approaches.

3.4.1 **Contract Register**~~Recording of Contract / Tender Information~~ - for transparency, reporting and audit requirements, as well as to enable effective Council-wide contract management activity, all contract ~~details are automatically recorded by the e-Procurement system and held in a central register. The details will be made directly available to the public, via the WBC external website, as required by Transparency Regulations. entered into should be recorded in the central Contracts Register. This is mandatory for contracts with a contract value of over £5,000 (to comply with our transparency obligations). Entering all contracts on to the Register will enable Service teams to leverage the contract management alerts and intelligent functionality built into the system.~~

~~The process to add, edit, maintain and manage contract details on the central Contracts Register is documented separately. Shared Legal Solutions shall retain original copies of contracts valued over £50,000 during the term of the contract. These contracts will be archived for a period of 6 years from the contract end date or for 12 years if under seal.~~

~~Directors (or a delegated Responsible Officer) shall retain copies of contracts under £50,000, which should be archived at the contract end date, as a guide, for a period of 5 years.~~

3.4.2 **Key Performance Indicators** – contracts entered into by the Council should contain KPIs, which are agreed with the supplier at the contracting stage of the procurement process. These ensure that both the Council and the supplier can regularly monitor and manage the supplier’s performance against the contract, to ensure that what has been contracted for is delivered. KPIs should be a combination of quantitative and qualitative measures which can be readily collected and measured. Procurement has produced a separate [brief guide](#), for typical KPIs to include in a contract.

Having agreed KPIs with suppliers, it is up to the responsible contract manager to agree the process for capturing and reviewing these measures on a regular basis and capturing any deviations to ensure remedial action is taken.

3.4.3 **Performance Reviews** – good contract management practice requires the establishment of routine and regular contract performance reviews over the lifetime of the contract. The Council’s contract managers and suppliers review KPIs, work plans and other performance tools so that deviations from contract can be rectified quickly. It is the responsibility of Directors to ensure that officers, or staff, with contract management responsibilities in their Directorate, undertake such regular performance review activity, as appropriate.

3.4.4 **Contract end planning** – it is also good practice to prepare for the end of a contract well before the contract end date is reached. The responsible contract manager should start planning for contract end, renewal or re-letting 24 months, and no less than 12 months, before contract end. This will be assisted by ~~the contract management~~ alerts from the ~~central Contracts Register, where contract details are on the e-Procurement~~ system.

## 4 Overview of Procurement Process Selection

4.1 This section details the processes to be followed for any procurement. The precise process will depend on type and value of procurement as well as any corporately mandated or optional approaches that may be available.

4.2 To direct users to the appropriate process for their procurement, a 'process wizard' is set out below. It works by asking some key sequential questions about the nature of the proposed procurement to arrive at which process should be used:

1	2	3	4	5		
Type	Above/ below OJEU	Procurement Size	Available <a href="#">Corporate Contract</a>	Available <a href="#">Framework Agreement</a>	Default Process	Optional Processes available
Goods & Services	Above	> £181k	Yes	n/a	Corporate Contract	
			No	Yes	Framework Contract	
	Below	£50k – £181k	Yes	n/a	Corporate Contract	
			No	Yes	Framework Contract	
			No	No	<a href="#">Above £50k Process</a>	① ⑤ [③ ④]
		£25k - £50k	Yes	n/a	Corporate Contract	
			No	Yes	Framework Contract	
			No	No	<a href="#">Above £25k Process</a>	Table 3.2.1
£0k - £25k	Yes	n/a	Corporate Contract			
	No	Yes	Framework Contract			
			No	No	<a href="#">£0-&lt; £25k Process</a>	⑥

1	2	3	4	5		
Type	Above/ below OJEU	Procurement Size	Available <a href="#">Corporate Contract</a>	Available <a href="#">Framework Agreement</a>	Default Process	Optional Processes available
Schedule 3 Services	Above	> £615k	Yes	n/a	Corporate Contract	
			No	Yes	Framework Contract	
	Below	< £615k	Yes	n/a	Corporate Contract	
			No	Yes	Framework Contract	
			No	No	Tender Process	① ② ③ ④ ⑤
					Approved Supplier List	⑥

1	2	3	4	5		
Type	Above/ below OJEU	Procurement Size	Available <a href="#">Corporate Contract</a>	Available <a href="#">Framework Agreement</a>	Default Process	Optional Processes available
Works	Above	> £4,551k	No	Yes	Framework Contract	
			No	No	<a href="#">Full OJEU Process</a>	① ② [③ ④]
	Below	£50k – £4,551k	Yes	n/a	Corporate Contract	
			No	Yes	Framework Contract or <a href="#">&gt; £50k Process</a>	① ② ③ ④ ⑤
		£0 – £50k	Yes	n/a	<a href="#">&gt; £50k Process</a>	Table 3.2.3
			No	n/a	<a href="#">£5k - £50k Process</a>	
			Yes	n/a	Corporate Contract	
			No	n/a	Purchase Order	⑥

No.	Optional Processes
①	<a href="#">Open Procedure</a>
②	<a href="#">Restricted Procedure</a> (above £181k only)
③	<a href="#">Competitive Procedure with Negotiation</a> (by exception only)
④	<a href="#">Competitive Dialogue</a> (by exception only)
⑤	<a href="#">Framework</a> or Dynamic Purchasing System (DPS)



## 5 Related Policies and obligations

There is a range of policies and additional clauses that support and expand on these PCRPs but they are typically specific **to each individual Council** and/or subject to update from time to time. As such, they do not form part of the core PCRPs and are supplied as appendices/annexes, as indicated below. Ensure that you always access a fresh copy of any particular document you need to refer to.

Appendices sit outside of the Constitutional Regulations and may be updated from time to time without the need for formal approval.

### 5.1 Related Policies & Processes ([Appendix 2](#))

This appendix lists all the Council policies which are relevant to the PCRPs and should be read in conjunction with the information above.

### 5.2 Additional Obligations

The previous Procurement & Contract Rules had been appended over a number of years with obligations that addressed particular issues and experiences. Some are now incorporated in the overall rules but those that are still relevant and require specific mention are referenced below.

The detailed description for each clause can be found in the appendices.

#### Statutory Obligations ([Appendix 3](#))

- i. Transparency Reporting **- Deleted – WBC’s e-Procurement system manages all new data**
- ii. The Social Value Act / Localism
- iii. Safeguarding – DBS (Disclosure & Barring Service)
- iv. Supported Organisations
- v. Social Enterprises (VCSE)
- vi. Contracts involving Council Assets
- vii. TUPE (Transfer of Undertakings (Protection of Employment))

#### WBC Specific Obligations ([Appendix 4](#))

- i. Assets & Security
- ii. Loans, Leases & Guarantees
- iii. Sponsorship & Grant Monies
- iv. Mitigation of Risk (including Performance Bonds)
- v. Insurance
- vi. Receipt of Tenders **- Deleted – this is fully managed by WBC’s e-Procurement system.**
- vii. Opening of Tenders **- Deleted – this is fully managed by WBC’s e-Procurement system.**
- viii. Acceptance & Signing of Contracts **- Deleted – this is incorporated into the main document.**
- ix. Setting up Supplier Details & Recording of Contract/ Tender Information **- Deleted – this is incorporated into the main document.**

## APPENDIX ONE – OJEU THRESHOLD VALUES

Threshold	Euro	GBP (2018 conversion)	Display Value	Bookmark name
Goods & Services	€ 221,000	£ 181,302	£181k	GSthold
Schedule 3	€ 750,000	£ 615,278	£615k	S3thold
Works (Schedule 2)	€ 5,548,000	£ 4,551,413	£4,551k	WORKSthold
Concessions	€ 5,548,000	£ 4,551,413	£4,551k	Cthold

The EC procurement thresholds for application of the Public Contracts Regulations 2015 are fixed for a 2 year period (1<sup>st</sup> January – 31<sup>st</sup> December); the values are subject to change on the 1st January of every even year (i.e. 2018, 2020, 2022,...).

Public Concession contracts occur very rarely in WBC but when they do, they are subject to a separate set of regulations; the Concession Contracts Regulations 2016. If you believe your procurement may fall into this category, contact Procurement for further information.

**Note:** these thresholds apply to the [total ascertainable value](#) of the contract / business opportunity (excluding VAT) and not the annual cost or budget.

**NOTE: -**

When updating the reference figures in the table above, reassign the correct bookmark name to the newly entered figure. You achieve this by:

- Type in the new figure that you require.
- Highlight the new figure (remember to include the '£' symbol) by holding your left mouse button and dragging the cursor across it.
- From the menu bar select [Insert], then [Bookmark]. A 'Bookmark' dialogue box will pop up.
- Select the correct 'Bookmark name' from the list in the dialogue box and click [Add].
- When you close the document, a dialogue box will open to ask if you wish to save your changes; ALWAYS click [SAVE], even if you have already saved the document beforehand. This will run a macro, which automatically updates all the fields in the document that are linked to your changes.