

<b>Report Title:</b>	Update to Contract Procedure Rules and Publication of Revised Constitution		
<b>Report to:</b>	Governance Working Group Council	<b>Date:</b>	11 <sup>th</sup> February 2026 4 <sup>th</sup> March 2026
<b>Report of:</b>	Corporate Procurement Officer	<b>Cabinet Portfolio</b>	Environment and Corporate Services
<b>Cabinet Lead Member</b>	Adrian Lythgoe	<b>Wards Affected</b>	All
<b>Key Decision:</b>	<input type="checkbox"/> Forward Plan <input checked="" type="checkbox"/>	General Exception <input type="checkbox"/>	Special Urgency <input type="checkbox"/>
<b>Integrated Impact Assessment:</b>			
	Required:	No	Attached: No
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<b>Valley Plan Priorities</b>	<b>Thriving Local Economy:</b> This involves securing new inward investment, creating a sustainable economy, matching local skills with future job opportunities, and supporting town centres as unique destinations.	<input type="checkbox"/>
	<b>High Quality Environment:</b> This includes having a "clean and green" local environment, reducing the borough's carbon footprint, improving waste and recycling rates, and delivering new homes with a good mix of housing tenures.	<input type="checkbox"/>
	<b>Healthy &amp; Proud Communities:</b> This priority focuses on improving the health and physical/mental wellbeing of residents, reducing health inequalities, ensuring access to better leisure facilities and health services, and fostering a sense of pride in the community.	<input type="checkbox"/>
	<b>Effective &amp; Efficient Council:</b> The aim is to provide good quality and responsive services, embrace new technology, be a financially sustainable council with a commercial outlook, and ensure sound governance.	<input checked="" type="checkbox"/>

## 1.0 PURPOSE OF THE REPORT & EXECUTIVE SUMMARY

1.1 To request a change of the Council's Constitution Part 5 – Contract Procedure Rules to align it with changes to the Procurement Act 2023.

## 2.0 RECOMMENDATION(S)

- 2.1 To approve replacing the existing Part 5 - Contract Procedure Rules within the Constitution with the revised version.
- 2.2 That the updated Constitution be published on the Council's website.
- 2.3 That the current Procurement Strategy be removed from the Council's website to simplify the guidance.

## 3.0 BACKGROUND & REASON FOR THE DECISION

- 3.1 The current Contract Procedure Rules were last updated in March 2025
- 3.2 Some forms were referenced in the current Constitution, which are covered by the Scheme of Delegation process.

- 3.3 The revised Rules address these findings and align with statutory requirements under the Procurement Act 2023.
- 3.4 The current Procurement Strategy published on the Councils website is out of date and dates back to 2009.
- 3.5 Key changes include:
- Removal of redundant forms and adoption of the Scheme of Delegation for approvals, simplifying governance.
  - Integration of Procurement Act 2023 requirements, including:
    - Mandatory checks against the central debarment list.
    - KPI reporting for contracts over £5m.
    - Transparency obligations for advertising and award notices.
  - Clear thresholds and routes to market, with explicit inclusion of VAT in value calculations.
  - Minimum 10% Social Value weighting for contracts over £50k and use of Most Advantageous Tender (MAT) criteria.
  - Strengthened contract management requirements, including annual KPI reviews for high-value contracts.
  - Clarification of pre-procurement considerations such as the introduction of an 'Award report' for £5K to £50K procurements.
  - Change in some responsibilities from Finance to the Corporate Procurement Officer.
- 3.6 These changes improve compliance, transparency, and accountability while simplifying processes for officers.
- 3.7 The revised Rules remove references to unused forms and embed the Scheme of Delegation for all approvals.
- 3.8 They incorporate statutory obligations for transparency, social value, and supplier exclusion checks.
- 3.9 Publication of the updated Constitution and removal of the outdated Procurement Strategy will ensure officers and suppliers access accurate and compliant guidance.
- 3.10 Governance Working Group were consulted on the changes at their meeting on 11<sup>th</sup> February where they made the following recommendation to Council:
- To approve replacing the existing Part 5 - Contract Procedure Rules within the Constitution with the revised version, but with the following amendment:
    - 5.1 of the appendix would be amended to read as follows "The Procuring Officer must inform **and involve the Corporate Procurement Officer or a member of the Legal Team** for procurements equal to, or in excess of £50,000 prior to commencing the relevant procurement activity. At this point involving representatives from the projects/operations, legal, financial, health and safety and procurement team is required to provide input into the design of the tender and scoring process."
  - That the updated Constitution be published on the Council's website.
  - That the current Procurement Strategy be removed from the Council's website to simplify the guidance.

3.11 The changes recommended by the Governance Working Group are now included in Appendix A.

#### **4.0 RISK**

4.1 Failure to adopt the revised Rules risks continued non-compliance with the Procurement Act 2023 and audit recommendations, exposing the Council to legal and reputational risk.

4.2 Retaining the outdated Procurement Strategy may cause confusion and inconsistent practice.

#### **5.0 SECTION 151 OFFICER COMMENTS (FINANCE)**

5.1 Strong governance in the area of procurement is a keystone of achieving value for money and this activity along with training for officers will embed the improvements to process and enhance the deployment of Council resources.

#### **6.0 MONITORING OFFICER COMMENTS (LEGAL)**

6.1 All legal implications are covered within the body of this report. The existence of robust and well documented governance processes are key to the effective and legal operations of the Council.

#### **7.0 INTEGRATED IMPACT ASSESSMENT IMPLICATIONS**

7.1 There are no equality implications.

#### **8.0 POLICY/STRATEGY FRAMEWORK IMPLICATIONS**

8.1 Any policy implications are included within the body of the report.

#### **9.0 LOCAL GOVERNMENT REORGANISATION IMPLICATIONS**

9.1 To ensure the Council's procurement governance framework is compliant and aligned with statutory requirements in advance of Local Government Reorganisation.

#### **10. BACKGROUND PAPERS**

10.1. **Appendix A** - Part 4 v57 Constitution - Part 5 Only - Procurement

10.2 [Procurement Strategy](#)

## 5. CONTRACT PROCEDURE RULES

### Rossendale Borough Council Contract Procedure Rules

#### 1. Introduction and Basic Principles

- 1.1 Rossendale Borough Council ("the Council") has a devolved procurement service [with a central supporting and coordinating officer who is responsible for procurement governance processes](#). Finance controls the key documentation such as the Procurement Strategy and provides advice and guidance on process with responsibility for operational procurement sitting with Procuring Officers across each of the Council service areas.
- 1.2 These Rules are standing orders pursuant to s.135 of the Local Government Act 1972. These Rules must be read in conjunction with the Council's wider Constitution, and any guidance documents issued by [Finance](#) [The Corporate Procurement Officer](#).
- 1.3 Compliance with the documents referenced at 1.2 is mandatory for all Members and Officers of the Council, who will ensure that all procurement activity is legally compliant, transparent, fair, and competitive. Members and Officers of the Council must act in a manner which is accountable, consistent, efficient, and responsive. If any Officer does not follow these Rules, this may result in disciplinary action being brought against such an employee by a senior officer responsible for ensuring compliance.
- 1.4 All procurement activity shall adhere to the principles of non-discrimination, transparency, equal treatment, and proportionality, and shall comply with UK law, the Council's Constitution including these Rules, Financial Procedure Rules, Codes of Conduct, and any guidance provided by Finance [and /or the Corporate Procurement Officer](#).
- 1.5 Through the application of these Rules, Members and Officers of the Council will ensure that the Council obtains best value and addresses, in its procurement activity, the local requirements and aspirations for the Borough, which are agreed by Members from time to time and referred to as ['priorities'](#).
- 1.6 These rules apply to all expenditure for the awarding of Contracts, Framework Agreements, DPS', or PDPS' for Supplies, Services, Works, or Concessions where the Council is the contracting authority or commissioner, regardless of the origin of funding for that expenditure. This includes any agent, consultant, or contractual partner acting on behalf of the Council for any procurement expenditure.
- 1.7 Finance shall be responsible for the periodic review of these Rules and may present recommendations for amendment of these Rules for consideration by the Council and subject to the Council's ratification processes.

#### 2. Interpretation & Definitions

- 2.1 Interpretation of these Rules and determination of any procedures to be followed as described in these Rules are the responsibility of the Procuring Officer who, in cases of doubt, must seek advice from Monitoring Officer, Section 151 Officer and/or Internal Audit.
- 2.2 Any sums of money stated in these rules are exclusive of Value Added Tax, unless otherwise stated.
- 2.3 In these Rules, the words or phrases below have the following meanings:

Agreement	Means a legally binding agreement between the Council and the Contractor for the provision of all Supplies, Services, the execution of Works, or Concessions and which incorporates the terms and conditions under which the Supplies, Services, execution of Works and Concessions will be provided. This includes Contracts, Framework Agreements, Dynamic Purchasing Systems, and Flexible/Pseudo-Dynamic Purchasing Systems
Agreement Extension Form	Means the form supplied by Finance for the purpose of recording the extension of an Agreement
Best Value	Has the same meaning as that defined in the Local Government Act 1999 as amended from time to time
Bidders	Means an economic operator that submits a quote or tender
Call-off	Means an order made/call off Contract entered into under a Framework Agreement or DPS
Concessions	Means the granting of a right (Exclusive or otherwise) to an economic operator to exploit works or services provided for their own gain with or without payment
Contract	Means a legally binding agreement between the Council and the Contractor for the procurement by the Council of all Supplies, Services, the execution of Works and which incorporates the terms and conditions under which the Supplies, Services, execution of Works and Concessions will be provided
Contracts Finder	Means the web-based portal provided for the purposes of the Regulations or on behalf of the Cabinet Office
<a href="#">Corporate Social Responsibility (CSR)</a>	<a href="#">Corporate Social Responsibility (CSR) for a supplier refers to the ethical and sustainable practices a supplier adopts to ensure their operations have a positive impact on society, the environment, and stakeholders.</a>
Dynamic Purchasing System (DPS)	Means an electronic system procured using the restricted procedure for the purchase of commonly used Supplies, Services, or Works which are generally available on the market and objectively defined to which all bidders who meet the requirements of the selection criteria must be admitted during the entire period of the validity of the system
Economic Operator	Means any natural or legal person or public entity or group of such person sand/or entities, including any temporary association of undertaking, which offers the execution of Works and/or work, the supply of Supplies or the provision of Services on the market
Exemption/Waiver	Means the release of the obligation to comply with these Rules
Exemption Form	Means the form supplied by Finance for the purpose of recording the Exemption
Financial Procedure Rules	Means the written code of procedures forming part of the Council's constitution which provide a framework for proper financial management and which set out the rules on accounting, audit, administrative procedures and budgeting systems
Flexible Purchasing System (FPS)	See Pseudo-Dynamic Purchasing System
<a href="#">Portal</a>	<a href="#">The Find a Tender Portal accessible on the internet at: <a href="http://www.find-tender.service.gov.uk">www.find-tender.service.gov.uk</a>. The UK government's centralised online platform for publishing and searching public-sector contract notices.</a>
FOI	Freedom of Information Act 2000

Framework Agreement	Means an agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing Call-Off Contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged
GDPR	General Data Protection Regulations
Internal Audit	The internal audit function of the Council.
IR35	Means Off-payroll working rules.
Key Decision	Has the same meaning as set out in the Council's constitution.
Modification	Means any variation to a Contract, DPS or Framework Agreement, excluding a pre-agreed extension.
Modification Form	Means the form supplied by Finance for the purpose of recording the authorisation of a Modification.
Monitoring Officer	Means the Officer appointed under section 5 of the Local Government and Housing Act 1989, or their substitute as set out under the Constitution.
Officer	Means any employee of the Council which shall include any person engaged by the Council to act as an agent or consultant on its behalf.
Officer Delegation Scheme	Means the scheme identified within the Council's constitution which delegates powers and duties of the Council to officers under Section 101 of the Local Government Act 1972 and other powers enabling such delegation necessary for the discharge of the Council's functions as set out in Part 3 of the Constitution.
Pseudo-Dynamic Purchasing System (PDPS)	Means an altered version of an electronic system that works similarly to a DPS, usually created for Services that fall under the Light Touch regime set out in Regulations.
Procurement Checklist	Means a document which provides details of the procurement activity, authority to commence, and summary of the outcomes.
Procurement Strategy	Means the document which the Council may issue from time to time to set out its procurement objectives.
Procuring Officer	Any Officer who has delegated Authority to undertake procurement actions, e.g. the cost centre budget manager.
Quote	Means a formal offer submitted by a Bidder to supply Supplies, Services, execute Works or operate a Concession Contract at a defined price.
Regulations	Means the Public Contracts Regulations 2015 or Concession Contracts Regulations 2016 as appropriate, and as may be amended from time to time.
Rules	Means these Contract Procedure Rules.
Section 151 Officer	Means the Chief Finance Officer appointed by the Council pursuant to s151 of the Local Government Act 1972, or their substitute as set out under Officer Delegation Scheme.
Services	Means the time, effort and expertise required, by the Council, from time to time, and supplied by a Contractor.
Social Value	Means to have regard to economic, social and environmental well-being in connection with public services contracts; and for connected purposes.
Specification	Means the outputs, outcomes, and the scope and nature of the Supplies, Services, and execution of Works or Concession Contract required by the Council from a procurement activity.
Supplies	Means an inherently useful tangible item required by the Council, from time to time.

Threshold	Means the relevant threshold as stipulated by the Regulations – when calculating whether a contract is over the Threshold the contract value must include VAT.
Tender	Means a formal offer submitted by a Bidder to the Council at a stated price in response to a Specification to supply Supplies, Services, execute Works or operate a Concession Contract.
TUPE	Means the Transfer of Undertakings (Protection of Employment) Regulations 2016 as amended from time to time.
Value for Money	Means the optimum combination of whole-life costs, price quality and benefits to meet the Council’s requirement. Such a term equates to the duty of Best Value as defined by the Local Government Act 1999 as amended <del>from</del> from time to time.
Works	Means the provision of physical activity which is directed towards the production of accomplishment of something by the Contractor, from time to time.

### 3. Contracts to which these Rules do not apply

#### 3.1 These Rules do not apply to:

- 3.1.1 Employment contracts;
- 3.1.2 Contracts relating solely to the disposal or acquisition of securities;
- 3.1.3 Contracts for the acquisition of an interest in land or property;
- 3.1.4 Contracts for the appointment of Counsel or experts for the purpose of potential legal proceedings;
- 3.1.5 Qualifying contracts between public sector entities;

### 4. Authority to Carry Out Procurement Activity

4.1 All procurement activity carried out on behalf of the Council must be carried out by a Procuring Officer with appropriate delegated authority as set out in the Council’s Officer Delegation Scheme. The Procuring Officer must ensure that all necessary and correct authorisations to procure has been properly obtained, including member decisions where relevant, prior to the initiation of any procurement activity.

4.2 The Procuring Officer may be required to provide evidence of any decision made and any authorisation granted in respect of any procurement activity.

### 5. ~~Engagement with Finance~~ Internal Engagement

~~5.1 The Procuring Officer must complete a Procurement Checklist for all procurement activity equal to, or in excess of £50,000 prior to commencing the relevant procurement activity. By completing the Procurement Checklist, the Procuring Officer is confirming that they have the delegated authority to carry out that procurement activity.~~

5.1 The Procuring Officer must inform and involve a member of the Corporate Procurement Officer or a member of the Legal Team for procurements equal to, or in excess of £50,000 prior to commencing the relevant procurement activity. At this point involving representatives from the projects/operations, legal, financial, health and safety and procurement team is required to provide input into the design of the tender and scoring process.

5.2 The Procuring Officer must ensure that any agreement entered into by the Council with a value in excess of £5,000 that is caught by these Rules, is entered on to the Council’s Contracts Register in accordance with Rule 17.

- 5.3 For all agreements between £5000 and £25,000, prior to the commencement of the agreement, the Procuring Officer must submit to [Corporate Procurement Officer](#)~~Finance~~ the completed [Award Report](#)~~Decision Note~~.
- 5.4 For agreements over £50,000 the Procuring Officer must supply to ~~Finance~~[the Corporate Procurement Officer](#) a copy of the signed contract between the Council and the Supplier. In the absence of a formal signed contract, where this has been agreed with the Monitoring Officer, a copy of the Purchase Order must be provided.

## 6. Pre-Procurement Considerations

6.1 The Procuring Officer must give consideration to the following:

- 6.1.1 The need for the expenditure, its priority, and whether the purchase is ~~a~~[Key Decision approval authority requirements](#);
- 6.1.2 The objectives of the requirement, and any risks associated with it and how to manage them;
- 6.1.3 [In Conjunction with the Corporate Procurement officer identify](#) ~~W~~which procurement method is most likely to achieve the purchasing objectives including use of existing Contracts, Framework Agreements, DPS' etc., or other arrangements;
- 6.1.4 The supply market and whether there are any potential local providers;
- 6.1.5 Social Value;
- 6.1.6 TUPE and consultation with HR and / or Legal Services;
- 6.1.7 IR35 and other tax issues;

### Specification

- 6.2 The Procuring Officer must ensure that an appropriate Specification commensurate to the scope of the Supplies, Services, execution of Works, or Concession required is written prior to the commencement of any procurement activity. The Procuring Officer shall ensure that it is drafted in accordance with the standards relevant to the proposed nature of the Supplies, Services, Works, or Concessions required [and includes relevant CSR considerations, such as the use of sustainable materials, local economy impact, social value delivery and ethical supply chain requirements](#).
- 6.3 The Procuring Officer must ascertain any relevant British or international standards which may apply to the requirement and must include those standards or other equivalents in the Specification where they are necessary to describe the required quality.

### Market Research and Consultation

- 6.4 Consultation with the supply market, in general terms about the nature, level and standard of the supply, contract packaging, and other relevant matters, prior to issuing competition documents is acceptable provided this does not prejudice or create a conflict of interest regarding any potential Bidders. The Procuring Officer shall follow advice provided by Finance from time to time on how best to undertake this activity and mitigate these risks.

### Estimating Value

- 6.5 The total value of the proposed procurement activity shall be estimated in accordance with the formula:
- 6.5.1 Supplies, Services, and Work: Annual estimated value to be awarded under the arrangement multiplied by the proposed agreement period, inclusive of any options to extend and any optional extras / future phases.
- 6.5.2 Concessions: Annual revenue to concessionaire (including any potential gifts, payments, or income to Concessionaire from Council, customers, fines, grants, other

third parties etc. and including Assets they are provided with) multiplied by the proposed agreement period, inclusive of any options to extend.

- 6.6 The procurement activity shall not be split or sub-divided in such a manner as to avoid being caught by these Rules or any part of these Rules, nor shall the total value be calculated in a manner which deliberately avoids exceeding any value threshold identified in these Rules.
- 6.7 Circumstances may arise where a number of low value contracts are given to one Contractor within a ~~12-month~~12-month period. When the value of those contracts is aggregated the effect may be to move the total purchase from one value band to another. This may mean a different procurement method has to be followed to comply with those rules. It may be necessary to seek an exception/waiver of these rules in such circumstances.
- 6.8 From 1 January 2022 when calculating the estimated value of the contract to determine whether the Public Contract regulations apply, the contract value estimation should be inclusive of VAT (where applicable). The following link sets out the Public Contract values - [Microsoft Word - Procurement Policy Note 10:21 - New Thresholds Values and Inclusion of VAT in Contract Estimates.docx \(publishing.service.gov.uk\)](#)

### **Social Value**

- 6.9 The Procuring Officer shall have regard to the Public Services (Social Value) Act 2012 in all appropriate procurement activity. In such appropriate procurement ~~activity~~activity, the Procuring Officer shall determine how the procurement activity under consideration can improve the social, economic and environmental wellbeing of the Borough and the local area in conjunction with the delivery of the subject matter of the procurement activity itself.
- 6.10 The Procuring Officer shall follow advice as provided by ~~Finance~~[The Corporate Procurement Officer](#) from time to time on how best to consider, manage, monitor, and measure Social Value.

### **Award Criteria**

- 6.11 The Procuring Officer must define an award criteria that is appropriate to the procurement activity and designed to secure an outcome ensuring Value for Money for the Council. The award of contract shall be based on the Most Advantageous Tender (MAT) assessed from the Council's view of the requirement in accordance with one of the following:
- 6.11.1 Best price-quality ratio;
  - 6.11.2 Price / cost / income;
- 6.12 Price / cost criteria may consist of: price, cost, and/or lifecycle costing;
- 6.13 Quality criteria may consist of: qualitative, environmental and/or social aspects, technical merit, aesthetic and functional characteristics, accessibility, design, innovative characteristics, and trading conditions, how staff will be utilised to deliver requirements, after sales service, technical assistance, delivery conditions, delivery processes, and delivery period / period of completion.
- 6.14 The Procuring Officer must include a Social Value weighting of at least 10% in all procurement activity of £50,000 or over. Exceptions to this shall only be made following consultation with and as authorised by Monitoring Officer and Section 151 Officer.

## **7 Pre-Arranged Routes to Market**

- 7.1 Where, following the considerations conducted in accordance with Rule 6, it is determined that the route to market shall be by direct award or mini-competition under a suitable established Framework Agreement, DPS, or FPS/PDPS, the Procuring Officer must ensure that the rules

of the Framework Agreement, DPS, or FPS/PDPS are followed. This will supersede the requirements of Rule 8 and 9.

7.2 A Framework Agreement, DPS, or FPS/PDPS must be approved by [FinanceThe Corporate Procurement Officer](#) prior to being used and will be considered suitable where:

7.2.1 It has been established by the Council in accordance with these Rules; or

7.2.2 It has been established by another contracting authority in accordance with UK legislation and the Council has been identified as an eligible contracting authority.

7.3 If an appropriate Framework Agreement is available, it must be considered regardless of value.

## 8 Thresholds

Threshold	Value	Route to Market
Low Value	Below £5,000	Single Quotation (receipt of 1 quote)
	£5,000 - £24,999	Request for Quotation (receipt of 3 quotes)
Medium Value	£25,000 – £50,000	Request for Quotation (receipt of 3 quotes) <b>or</b> if applicable full tender
	£50,001 - £100,000	Full Tender
High Value Procurement	Over £100,000  Determined by Regulations (Inclusive of VAT)	Full Tender  In line with Regulations

## 9 Low Value Procurement (Below £25,000)

9.1 Low Value procurement is defined as any procurement activity where the total value estimated in accordance with Rule 6.5 is below £25,000.

9.2 Where the total value is estimated to be below £5,000, the Procuring Officer shall obtain at least a single quotation and shall record the process followed and make evidence available to Internal Audit if/when requested. Acceptance of a quotation may be made by the issue of a Purchase Order by the Council. The Procuring Officer shall ensure that when the contract is entered into its value should offer good value for money and be of a standard/quality expected by the Council.

9.3 Where the total value is estimated to be between £5,000 and £24,999.99, the Procuring Officer shall seek undertake a Request for Quotation in accordance with Rule 12. At least three written

quotations shall be invited before a formal purchase order is issued by the Council, specifying the supplies, services or works to be provided.

## **10 Medium Value Procurement (£25,000-£100,000)**

10.1 Medium Value procurement is defined as any procurement activity where the total value estimated in accordance with Rule 6.5 is between £25,000 and £100,000.

10.2 For Contracts between £25,000 - £50,000 the Procuring Officer shall take consideration of the matters under Rule 6 and determine whether a Request for Quotation or Invitation to Tender is most appropriate for their needs. They shall then undertake either a formal Request for Quotation or a formal Invitation to Tender process in accordance with Rule 12 or 13 as appropriate.

10.3 For Contracts between £50,001 - £100,000 the Procuring Officer shall take consideration of the matters under Rule 6 and undertake a formal Invitation to Tender process in accordance with Rule 13.

~~10.4 The Procuring Officer shall, in accordance with Rule 5.1 complete a Procurement Checklist prior to issuing the request for quotation or invitation tender.~~

## **11 High Value Procurement**

11.1 High Value procurement is defined as any contract over £100,000.

11.2 For procurements of over £100,000 prior approval to seek tenders shall be obtained from the Corporate Management Team and Cabinet via a report. The report shall include details of the purchasing process, the proposed contract award procedure including the pre-qualification and/or evaluation criteria to be applied and the necessary delegations to accept the successful bid.

11.3 The Procuring Officer shall undertake the procurement activity in accordance with the most appropriate procedure permitted by the Regulations whilst also ensuring compliance with the principles of Rule 13.

## **12 Request for Quotation (RfQ)**

12.1 A full audit trail, including all documentation and correspondence, is required for all RfQs

12.2 Advertising is not necessary for an RfQ. However, where advertising is considered appropriate, the RfQ shall be advertised to the open market on the Council's website and/or suitable e-procurement portal. Where, an advert is considered appropriate, and the value of the procurement is £25,000 or more, the procurement must also be advertised on Contracts Finder and the Council's website as a minimum. There is no minimum number of quotes to be received where an RfQ has been openly advertised.

12.3 All RfQs that are not being openly advertised, must have a minimum of 3 organisations invited to bid, ideally more, and 3 quotations must be received. Where 3 quotations have not been received, then advice must be sought from the Monitoring Officer and s151 Officer.

12.4 An RfQ must include as a minimum:

12.4.1 An appropriate description of the Supplies, Services, execution of Works, or Concession, setting out the Council's requirements and length of contract;

12.4.2 The terms and conditions that will apply, in accordance with Rule 18;

12.4.3 A description of the award procedure and the applicable evaluation criteria;

12.4.4 Details of the time and date by which the quotation is to be submitted; and

12.4.5 Confirmation that the quotation is prepared at the Bidder's expense and that the Council is not bound to accept any quotation submitted;

12.5 All RfQs must be issued simultaneously to Bidders. Any supplementary information should be provided on the same basis.

12.6 All quotations obtained must be in writing and shall be stored electronically [by the procuring officer](#).

### **Pre- and Post-Quotation Clarifications**

12.7 All pre- and post-quotation clarifications must be conducted in writing, or in a meeting recorded by the Procuring Officer or their substitute. All clarifications and the written record of any meetings must be stored. Where a meeting is required, there should be a minimum of two Officers of the Council in attendance, one of whom shall be the Procuring Officer.

12.8 Post-quotation clarifications may be undertaken with a Bidder only where it is essential to clarify any fundamental aspect of the quotation submission before the completion of the evaluation process.

### **13 Invitation to Tender (ITT)**

13.1 A full audit trail, including all documentation and correspondence, is required for all ITTs

13.2 All ITTs shall be advertised on the Council's website and/or suitable e-procurement portal and on [the Contracts Finder Find a Tender Portal as a Contract Notice](#) as a minimum.

13.3 An ITT must include as a minimum:

13.3.1 An appropriate description of the Supplies, Services, execution of Works, or Concession, setting out the Council's requirements and length of contract;

13.3.2 The terms and conditions that will apply, in accordance with Rule 16;

13.3.3 A description of the award procedure and the applicable evaluation criteria;

13.3.4 A form upon which the Bidder can provide details of its tender ("Form of Tender");

13.3.5 A form upon which the Bidder can confirm that any particulars of its tender have not been disclosed to a third party other than for the necessary purpose of preparation of its tender, including a declaration of canvassing and non-collusion;

13.3.6 A description of the method by which any errors discovered in a submitted tender will be dealt with by the Council; and

13.3.7 Confirmation that the tender is prepared at the Bidder's expense, that the Council is not bound to accept any tender submitted and that the Council is able to award in whole, in part, or not at all; and

[13.3.8](#) Details of the time and date by which the quotation is to be submitted;

~~13.3.8~~ [13.3.9 For all contracts over £5 million, the Contract Manager must ensure that the supplier agrees to and reports on at least three Key Performance Indicators \(KPIs\), in accordance with the Procurement Act 2023.](#)

13.4 All ITTs must be issued simultaneously to Bidders. Any supplementary information should be provided on the same basis.

13.5 All communications with Bidders in respect of an ITT, its subsequent evaluation, and award must be in writing and shall be stored electronically.

### **Pre- and Post-Tender Clarifications**

13.6 All pre- and post-tender clarifications must be conducted in writing, or in a meeting recorded by the Procuring Officer. All clarifications and the written record of any meetings must be

stored electronically. Where a meeting is required, there should be a minimum of two Officers of the Council in attendance, one of whom shall be the Procuring Officer.

- 13.7 Post-tender clarifications may be undertaken with a Bidder only where it is essential to clarify any fundamental aspect of the tender submission before the completion of the tender evaluation process.

### **Verifying and Opening Tenders**

- 13.8 All Medium Value and High Value procurements undertaken under Rule 13 shall be opened and/or verified by Legal Services or their nominated representative together with the Procuring Officer or their nominated representative. All procurements undertaken under Rules 9 and 12 may be opened by the Procuring Officer.

- 13.9 No paper tenders will be accepted. Only in exceptional circumstances and where there is agreement from the Monitoring Officer and the Section 151 Officer prior to the tender being issued will paper tenders be allowed. If, in exceptional circumstances, paper tenders are permitted the submission shall be in a plain, securely sealed envelope, or in any special envelope provided by the Council for the purpose. Such envelopes shall in no way indicate the identity of the sender.

### **14 Submission and Receipt of Quotations and Tenders**

- 14.1 Bidders must be given a reasonable period, consistent with the complexity of the requirement, in which to prepare and submit a proper quotation or tender.

- 14.2 All electronic tenders shall be considered only if they are delivered to [tenders@rossendalebc.gov.uk](mailto:tenders@rossendalebc.gov.uk) prior to the closing deadline.

- 14.3 All tenders received shall remain unopened and secure until the appointed time for opening.

- 14.4 Opening of tenders must be contemporaneously recorded in terms of date opened, details of individual tenderer and submitted price and those present during the opening.

- 14.5 If a quotation or tender is considered to be abnormally low, the Procuring Officer must take advice from [FinanceThe Corporate Procurement Officer](#) on how to proceed. Any decision taken must be recorded and stored electronically.

- 14.6 Any quotation or tender submitted after the date and time specified for submission in the RfQ or ITT shall only be accepted for consideration by the Council following agreement by the Monitoring Officer and the Section 151 Officer.

- 14.7 If fewer than the required minimum number of quotations are received in accordance with Rule 12.3, the Procuring Officer must take advice from [FinanceThe Corporate Procurement Officer](#). Any decision taken must be recorded and stored electronically.

### **15 Amendment of Quotations and Tenders**

- 15.1 The Council may accept amendments to quotations and tenders, providing such amendments are made before the date and time specified for submission in the RfQ or ITT. Bidders submitting amendments in accordance with this Rule should resubmit a new quotation or tender and clearly identify which quotation or tender is correct and shall be considered by the Council.

- 15.2 An amendment to a quotation or tender after the date and time specified for submission in the RfQ or ITT shall be limited to correction of arithmetical error. Approval for any such amendment

shall be obtained from the Monitoring Officer and Section 151 Officer, recorded and stored electronically.

## **16 Evaluation of Quotations and Tenders**

16.1 All compliant quotations and tenders, including quotations obtained by mini-competition under Framework Agreements, DPS', or FPS'/PDPS', must be checked by the Procuring Officer to ensure that they are arithmetically correct. Arithmetical errors shall be notified to the relevant Bidders. Arithmetical errors shall be dealt with as follows:

16.1.1 Lump sum price. The Bidder shall confirm or withdraw the quotation or tender; or

16.1.2 Quantities and rates. The Bidder shall resubmit the quotation or tender, correcting the arithmetical errors; the revised total will be used for the purpose of evaluation and, where applicable, acceptance.

16.2 All evaluations including an explanation of the scoring shall be recorded and stored electronically.

16.3 For Low Value and Medium Value Procurements, following evaluation, the Procuring Officer may obtain a best and final offer from all Bidders, a range of Bidders, or only the Bidder whose submitted quotation or tender is the most economically advantageous, whichever is deemed most appropriate. This process must follow the agreed process.

## **17 Contracting Formalities Award**

17.1 Subject to the Council's ability to proceed to award, that award shall be made on the basis of the winning quotation or tender in accordance with the evaluation criteria used.

17.2 Where the quotation or tender is not within the approved budget, but where additional budgetary provision is available, the Procuring Officer may proceed to award subject to receipt of approval from the Section 151 Officer and in accordance with the Council's Financial Procedure Rules.

17.3 Approval to award must be given in accordance with the Council's Officer Delegation Scheme:-

- I. For all Low Value Contracts up to £25,000 the decision to award a contract shall be made by the head of service and recorded on award notice.
- II. For all Medium Value contracts £25,000 - £100,000 the decision to award a contract shall be made by the head of service and approved by the Corporate Management Team and relevant Lead Member via a Scheme of Delegation.
- III. For all High Value Contracts over £100,000 the decision to award a contract shall be made by the officer the decision has been delegated to by Cabinet or Council and approved by the Corporate Management Team and relevant Lead Member, via a Scheme of Delegation.

17.4 Only Full Council can accept a tender that would require an increase in the Council's total revenue or capital budget.

~~17.5 The Procurement Checklist must be updated with the award decision.~~

~~17.6~~

~~17.7~~ 17.5 Award of a High Value procurement agreement shall comply with the process defined for the selected procedure in the Regulations, including adherence to any standstill procedure and the publication of award procedure.

~~17.8~~ 17.6 The award of any openly advertised RfQ or ITT in excess of £25,000 shall be published on Contracts Finder Find a Tender the Portal by the Procuring Officer; in a reasonable as a An

~~47.9~~17.7 Once the decision to award a quotation or tender is made, each Bidder must be notified in writing of the outcome. All Bidders must be notified simultaneously and as soon as possible of the intention to award the Contract to the successful Bidder(s).

~~47.10~~17.8 All Bidders should be informed of the relative advantages of the winning quotation(s) or tender(s) in comparison to their own whilst retaining confidentiality.

~~47.11~~17.9 The Procuring Officer is responsible for providing the required notifications to Bidders

### **Enquiries Concerning the Award Process**

~~47.12~~17.10 The identity of Bidders and confidentiality of process shall be preserved at all times insofar as this is compatible with the Council's obligations under the FOIA and GDPR.

~~47.13~~17.11 If the Council receives a request for information to the relevant Officer of the Council who deals with such requests, the Procuring Officer will be responsible for responding to the request.

~~47.14~~17.12 Any challenges, complaints or requests for feedback, clarification, or further information must be referred to the Monitoring Officer who will advise on how to respond.

### **Agreement Provisions**

~~47.15~~17.13 All Contracts below £50,000 may be awarded by a Council issued Purchase Order. All Agreements equal to and exceeding £50,000 must be in writing and set out the parties' rights, obligations and risk allocations. All Agreements shall be on the Council's standard terms and conditions and/or industry standard contract appropriate to the procurement activity undertaken, unless otherwise agreed with the Monitoring Officer.

### **Agreement Formalities**

~~47.16~~17.14 Once a decision to award has been made in accordance with Rule 16.3, the Agreement must be either:

~~47.16.1~~17.14.1 A Purchase Order (where appropriate and the value is below £50,000)

~~47.16.2~~17.14.2 Signed by Officer(s) of the Council authorised to award the Agreement in accordance with the Council's Officer Delegation Scheme, or

~~47.16.3~~17.14.3 Sealed in accordance with Rules 16.21

~~47.17~~17.15 Every contract having an estimated total value of £50,000 and above, and any other case where the Monitoring Officer so decides shall be in writing.

~~47.18~~17.16 Every such contract entered into by the Council shall be in a form approved by the Monitoring Officer and shall be signed by a duly authorised officer(s) of the Council or made under the common seal of the Council in accordance with the Council's Constitution. The Monitoring Officer will specify when electronic signatures are appropriate.

~~47.19~~17.17 Two copies of the Agreement, including all schedules and appendices must each be signed by all parties. The Procuring Officer should provide appropriate instructions to Legal Services to enable them to transmit either two printed and bound copies or an electronic copy of the entire Agreement to the successful Bidder for signature. If the transmission is electronic, the Bidder shall be asked to print and bind two copies prior to signature.

~~47.20~~17.18 Legal Services must ensure that the person signing on behalf of the Bidder has requisite legal authority to bind the Bidder.

~~47.21~~17.19 Before arranging for the returned copies of the Agreement to be signed or sealed on behalf of the Council, officers must check that the returned signed Agreement copies have not been amended or altered by the Bidder without prior written agreement by the Council.

~~47.22~~17.20 All Agreements must be signed prior to commencement. In exceptional circumstances, the Monitoring Officer may approve commencement of an Agreement prior to finalisation of these agreement formalities.

~~47.23~~17.21 Once executed, the Council shall retain one original of the complete Agreement documents and Legal Services shall ensure that one copy of the complete Agreement documents is provided to the Bidder. An electronic copy of the Agreement must be stored in the agreed central location.

~~47.24~~17.22 A Purchase Order must be raised by the Procuring Officer for all Agreements incurring expenditure. That Purchase Order must reference the terms and conditions of agreement signed.

### **Agreement under Seal**

~~47.25~~17.23 A contract must be sealed in one of the following circumstances:

~~47.25.1~~17.23.1 The total value is in excess of £100,000

~~47.25.2~~17.23.2 The Council wishes to extend the liability period under the Agreement and enforce its terms for up to 12 years; or

~~47.25.3~~17.23.3 The price to be paid or received under the Agreement is a nominal price and does not reflect the value of the Supplies or Services.

~~47.26~~17.24 The seal must be affixed in accordance with the provisions of the Council's Constitution.

### **Transfer / Novation of Agreement**

~~47.27~~17.25 An Agreement shall only be transferred / novated if such transfer is approved by the Monitoring Officer and Section 151 Officer, or their nominees in accordance with the Council's Officer Delegation Scheme.

## **18 Contracts Register**

18.1 All Contracts in excess of £5,000 awarded by the Council must be published on the Council's Contracts Register in accordance with the Local Government Transparency Code 2015.

18.2 The Council's Contracts Register shall be maintained by [FinanceThe Corporate Procurement Officer](#).

18.3 It is the responsibility of the Procuring Officer to ensure that they have informed [FinanceThe Corporate Procurement Officer](#) of the Agreements they are responsible for and updated the Council's Contracts Register accordingly.

## **19 Extending Agreements**

19.1 Where an Agreement entered into by the Council in accordance with these Rules includes a provision for extension beyond its initial term, such extension shall only be made following consultation with and as authorised by the Monitoring Officer and Section 151 Officer prior to the end of the initial term.

- 19.2 Any extension shall only be in accordance with the provisions set out for such extension in the original Agreement.
- 19.3 No activity connected with the proposed extension should be commenced, nor should any commitment be made to the supplier, prior to authorisation.
- 19.4 Where an Agreement entered into by the Council does not include a provision for extension, or all extension provisions have been used, then this will be considered a Modification.

### **Extension Procedure**

- 19.5 The Procuring Officer must complete and submit ~~an Agreement Extension Form~~ [Scheme of Delegation unless already approved as part of the original procurement](#) providing full details of the extension request and any supporting/supplementary documentation.
- 19.6 An extension request will not be approved until the ~~extension form~~ [Scheme of Delegation, if required,](#) has been signed by the Monitoring Officer and Section 151 Officer, or their nominees in accordance with the Council's Officer Delegation Scheme.
- 19.7 The completed and signed [Scheme of Delegation](#) ~~Extension Form~~, approving the extension and stating the reasons for that approval, shall be stored electronically.

## **20 Modification of Agreements**

- 20.1 An existing Agreement shall only be modified during its term following consultation and approval by the Monitoring Officer and Section 151 Officer.
- 20.2 Any modifications should be necessary and reasonable in the circumstances, and the Procuring Officer should be satisfied that it offers value for money and they have explored the delivery of additional Social Value from the supplier where appropriate.
- 20.3 Modification to any Agreement to which the Regulations apply, must also comply with appropriate requirements as set out in the Regulations, and relevant Modification Notices published in [Find a Tender](#) [the Portal](#) Service as necessary.
- 20.4 A Modification to an Agreement cannot be authorised where it would contravene the Regulations.
- [20.5](#) No activity connected with the proposed modification should be commenced, nor should any commitment be made to the supplier, prior to authorisation.

~~20.5~~ [20.6](#) The Modification Process is set out from Rule 21.6

## **21 Exemptions from the Contract Procedure Rules**

- 21.1 An Exemption from these Rules will only be permitted in the following circumstances:
- 21.1.1 The arrangement is a permitted exemption from the requirement for competition contained in legislation; or
  - 21.1.2 To comply with legal requirements; or
  - 21.1.3 The arrangement is required to fulfil Returning Officer duties; or
  - 21.1.4 The Agreement is for Supplies, Services or the execution of Works which are required in circumstances of extreme urgency or unforeseeable emergency involving risks to persons, property or serious disruption to Council services; or
  - 21.1.5 Repairs or parts; if the only option is to repair or buy new parts for existing equipment or buildings, and there is only one supplier; or

- 21.1.6 Where a service review includes the intention to co-terminate relevant Agreements to support future collaboration; or
- 21.1.7 Proprietary or patented Supplies or Services are proposed to be purchased which are only obtainable from one person, and it can be demonstrated that no reasonably satisfactory alternative to those proprietary or patented Supplies is available; or
- 21.1.8 The Procuring Officer can demonstrate that no genuine competition can be obtained in respect of the purchase of particular Supplies, Services or execution of Works; or
- 21.1.9 The Procuring Officer can demonstrate that the Services or execution of Works are of such a specialist nature that they can only be carried out by one person (e.g. statutory undertakers); or
- 21.1.10 Supplies are proposed to be purchased by or on behalf of the Council at a public auction; or
- ~~21.1.11~~ Supplies or Services are proposed to be purchased which are of a specialist or unique nature (such as antiquities for museums or a particular performance artist); or
- 21.1.11
- 21.1.12 In the opinion of the s.151 officer compliance with the Rules would cause the Council to incur a material financial loss or miss a critical opportunity to mitigate such loss; and
- 21.1.13 The exemption is demonstrably in the best interests of the Council and its stakeholders; and
- ~~21.1.12~~21.1.14 The decision is documented, including the rationale, estimated financial impact, and any alternative options considered.
- 21.2 Where the Agreement is of a value where the Regulations apply, in addition to the above circumstances at 21.1, the appropriate requirements of the Regulations must also be met. There is no legal route to seek an Exemption for a Concession.
- 21.3 An Exemption from these Rules cannot be authorised where it would contravene the Regulations.
- 21.4 No commitment shall be made by the Council to the proposed Supplier prior to authorisation of a requested Exemption.
- 21.5 The Exemption Process is set out from Rule 21.6
- Exemption and Modification Procedure**
- 21.6 The Procuring Officer must complete and submit to the Monitoring Officer and Section 151 Officer for consideration and review, Scheme of Delegation an Exemption Form / Modification Form providing full details of the request and any supporting/supplementary documentation.
- 21.7 A request will not be approved until the form has been signed by the Monitoring Officer and Section 151 Officer, or their nominees in accordance with the Council's Officer Delegation Scheme.
- 21.8 In circumstances of extreme urgency, the Monitoring Officer and Section 151 Officer may authorise an Exemption / Modification in writing without the need to complete a form before the award is made. The Exemption/Modification Scheme of Delegation form must be submitted be completed ~~as per 20.6~~ as soon as is reasonably practicable, and including reasoning for the extreme urgency, but no later than 10 working days of the decision being made.-
- 21.9 The completed and signed form, approving the request and stating the reasons for that approval, shall be stored electronically.
- 21.10 The Procuring Officer shall ensure that the agreement awarded / modified following agreement to a request complies with Rules 17.

## **22 Declarations of Interest, Anti-Bribery and Corruption**

22.1 Members and Officers of the Council must declare any interest which could influence their judgement in relation to procurement activity in accordance with the Council's Codes of Conduct.

22.2 No gifts or hospitality should be accepted from any Bidders involved in procurement activity except in accordance with the Council's Codes of Conduct.

22.3 The Council shall exclude suppliers from procurement processes where they are listed on the central debarment list under the Procurement Act 2023, or where there is evidence of economic crime, unethical practices, or poor performance. Procuring Officers must check the debarment list prior to award and document any exclusion decisions.

## **23 Contract Management**

23.1 All Agreements must have a Council Contract Manager ("Contract Manager") for the entirety of the Contract. If a named Contract Manager is not identified, the Procuring Officer will fulfil the role of Contract Manager.

23.2 The Contract Manager will be responsible for reviewing, monitoring and evaluating the Agreement to ensure that its provisions are being followed and performed in accordance with the Council's requirements with respect to:

23.2.1 Performance (against agreed KPIs, where relevant, including Social Value commitments);

23.2.2 Compliance with specification and contract;

23.2.3 Cost;

23.2.4 Any Best Value duties;

23.2.5 Continuous Improvement;

23.2.6 User satisfaction; and

23.2.7 Risk management

23.3 For all contracts over £5 million, the Contract Manager must ensure that the supplier agrees to and reports on at least three Key Performance Indicators (KPIs), in accordance with the Procurement Act 2023. These KPIs must be reviewed at least annually and reported to FinanceThe Corporate Procurement Officer and relevant stakeholders and should include, where applicable:

23.3.1 Environmental impact (e.g. carbon reduction, waste minimisation)

23.3.2 Delivery of social value commitments

23.3.3 Supply chain transparency and ethical sourcing.

## **24 Document Retention**

24.1 All records in relation to the award of Agreements with a value of £5,000 or over, their associated procurement process, and their supporting documentation shall be stored centrally in an electronic filing system to be available for inspection by the Council's internal and external auditors, or an Officer of the Council, immediately upon request.

24.2 Such records will be retained in accordance with relevant regulations applicable to electronic record retention and in accordance with a procurement document retention schedule.