

CONTRACT PROCEDURE RULES

Introduction to the Contract Procedure Rules

Procurement is ‘the process of acquiring works, supplies or services from third parties. The process spans the whole cycle from identification of needs, through to the end of a service contract or the end of the useful life of an asset. It involves options appraisal and the critical “make or buy” decision, which may result in the provision of services in-house in appropriate circumstances.”

Good procurement depends on ensuring that requirements are reliably determined, appropriate sourcing strategies are developed, and contracts are well-managed. Failure to procure in this way can result in additional costs and put the achievement of the Council’s strategic priorities at risk.

These Contract Procedure Rules explain the processes that the Council will apply when purchasing, licensing, leasing, contracting, commercial partnering or commissioning of works, supplies or services from third parties. They are intended to:

- (a) ensure that the Council secures the best value;
- (b) provide those involved in spending public money, with clear and transparent procedural requirements to complement existing professional skills, integrity and commitment and to protect officers (and the Council) from legal challenge;
- (c) ensure fairness to those seeking to contract with the Council;
- (d) prevent fraud and corruption or the suspicion of it; and
- (e) ensure the Council operates within the law.

The following are the Council’s rules for the letting of contracts for the supply of goods or materials or for the carrying out of works or services. They do not affect the validity of anything done under any earlier version of these rules.

CONTRACT PROCEDURE RULES

PART A – applies to all contracts.

PART B – applies to below Procurement Legislation Threshold contracts.

PART C – applies to above Procurement Legislation Threshold contracts.

PART D – applies to all contracts, where appropriate.

PART A – applies to all contracts

1. Interpretation

In these Contract Procedure Rules, references to:

- (a) “the eTS” means the Council’s electronic tendering system;
- (b) “Procurement Legislation” means the Procurement Act 2023 and any regulations made under that Act; and
- (c) the “Section 151 Officer” and the “Monitoring Officer” include any other Officer duly authorised by either of them to act under these Rules; and
- (d) “Central Digital Platform” “Contract Award Notice”, “Contract Details Notice,” “Excluded Supplier”, “Excludable Supplier” shall be as defined in the Procurement Legislation.
- (e) “Open Procedure” means a contract award procedure inviting Suppliers to submit their first or only tender without restricting the submission of tenders by reference to an assessment of a Supplier’s suitability to perform the contract including the Supplier’s legal and financial capacity or technical ability.

2. General

2.1 Requirement for compliance

- (a) Unless Contract Procedure Rule 2.2 applies every contract made by or on behalf of the Council, (including those where there is no cost to the Council, but which result in income being generated for the supplier or Supplier) must comply with these Contract Procedure Rules.
- (b) Every contract should also comply with the Financial Regulations, all relevant statutory provisions and any direction of the Council.

2.2 Exceptions

These Rules shall not apply to:

- (a) contracts of employment;
- (b) contracts for individual temporary agency staff;
- (c) treasury management;

- (d) the use of a solicitor, counsel, or any other external legal service where advice, assistance, representation, or legal services required to be provided by a person authorised under the Legal Services Act 2007, is required, and:
 - (i) the requirement for appointment is considered to be urgent by the Monitoring Officer or any other Officer authorised by the Monitoring Officer; or
 - (ii) where the appointment is not urgent, the contract value is estimated at the time of the initial instruction to be less than £49,999;
- (e) contracts for works, or the purchase of goods or services under an existing framework agreement if Contract Procedure Rule 3 is followed;
- (f) contracts for the sale, letting or purchase of land or buildings;
- (g) contracts where the works, or the purchase of goods or services are on behalf of a partnership of public sector bodies including the Council and the award of the contract is under the lead body's own rules;
- (h) contracts for the execution of mandatory works by statutory undertakers;
- (i) trading arrangements under which the Council provides, goods, services or works to a third party; and
- (j) a contract that any Senior Officer considers is necessary for the purposes of an emergency.

2.3 Variation or exemption of Contract Procedure Rules

- (a) No variation of or exemption from these Rules is allowed unless:
 - (i) the Council or the Executive resolves;
 - (ii) the law requires otherwise; or
 - (iii) the officer seeking the variation or exemption has completed the relevant exception record and it has been approved in advance of a contract being awarded.
- (b) No variation or exemption may be made which will result in a breach of the Procurement Legislation or threshold.
- (c) A variation or exemption may be granted on any one or more of the following grounds:

- (i) the nature of the market has been investigated and is considered to be such that a departure is justified because the Contract can only be performed by one supplier or best value as likely to be achieved by approaching one supplier; or
- (ii) the contract is required in circumstances of urgency that could not reasonably have been foreseen; or
- (iii) the Council has a contract with an organisation already engaged by the Council for similar and related works, goods or services and it is considered that there would be significant benefit to extend the existing contract to cover any additional requirement without exposing the Council to unacceptable risk; or
- (iv) where any Procurement Legislation or other legislation prevents a procurement process being followed; or
- (v) contracts for supplies, materials, services or works which are available only as proprietary or patented articles, services or works from one Supplier or supplier and for which a Senior Officer decides that there is no reasonable alternative available including contracts for repairs, or the supply of, parts to such articles or works; or
- (vi) the Council would incur or suffer increased costs or loss of income that would be significant compared to the overall Contract Value;

and in all cases, in the opinion of the body or person approving the exemption, it is appropriate.

2.4 Authority to procure

Any procurement carried out on behalf of the Council may only be undertaken with authority to carry out such task whether by way of a delegation in the Scheme of Delegation –Chapter 2 of the Constitution or otherwise.

2.5 Calculating the financial value of a Contract.

- (a) When calculating the value of a contract for the purposes of these Rules (other for concession contracts):
 - (i) values are the maximum total lifetime contract values not annual values;
 - (ii) values including recoverable VAT;

- (iii) values are to be aggregated – for example, if there is a recurring need on an annual basis for supplies; (d) if there are variables which result in the estimate being a range of figures rather than a single figure, then the highest figure in the range will be the value of the contract; and
 - (iv) the valuation shall include the value of any extensions to the period of the contract that may be allowed under the contract and any possible additional options including sub-Suppliers' costs.
- (b) The value of a concession contract is the maximum amount the supplier could expect to receive under or in connection with the contract including, where applicable, amounts already received. The amount a supplier could expect to receive includes the following:
 - (i) amounts representing revenue (whether monetary or non-monetary) receivable due to the exploitation of the works or services to which the contract relates (whether from the Council or otherwise);
 - (ii) the value of any goods, services or works provided by the Council under the contract other than for payment;
 - (iii) amounts that would be receivable if an option in the contract to supply additional services or works were exercised;
 - (iv) amounts that would be receivable if an option in the contract to extend or renew the term of the contract were exercised;
 - (v) amounts representing premiums, fees, commissions, or interest that could be receivable under the contract;
 - (vi) amounts received on the sale of assets held by the supplier under the contract.
- (c) If it the value of the contract cannot be estimated in accordance with Rule 2.5(a) or (b) (for example because the duration of the contract is unknown), the estimated the value of the contract is to be treated as an amount of more than the Procurement Legislation threshold amount for the type of contract.

2.6 Contract Extensions

- (a) Any contract below Procurement Legislation thresholds may be extended in accordance with its contract terms.

- (b) All contracts above Procurement Legislation threshold can only be extended if the contract notice provided for the possibility of the contract being capable of being extended and the relevant statutory requirements prevailing at the time allow.

3. **Officer responsibilities**

3.1 Senior Officers must:

- (a) comply with these Contract Procedure Rules and must ensure that their officers comply with them too.
- (b) keep a written record of all approved exemption requests for his/her department. This record must be produced when required by the Monitoring Officer or audit.
- (c) arrange the safekeeping of original tender documents, exemptions, and Contracts in accordance with the Council's retention policy and ensure all Contract details are provided to the Section 151 Officer to record in the Contracts Register.

3.2 The Officer responsible for the procurement must:

- (a) comply with these Contract Procedure Rules and Procurement Legislation;
- (b) Identify and mitigate by the preparation of a formal assessment of conflicts of interest arising from among other things, the personal or financial interests of councillors or officers; a supplier or suppliers being in a position of advantage or privilege as regards information; the status of suppliers and the risk of collusion and sharing of information.
- (c) ensure that any Agents, Consultants, and contractual partners, conducting procurement activities on their behalf also comply;
- (d) take account of all necessary legal, financial, procurement and any technical advice;
- (e) have regard to statutory guidance issued by the Secretary of State under the Procurement Legislation or further guidance by the Procurement Officer;
- (f) without prejudice to Contract Procedure Rule 28 to keep such records as are necessary to explain material decisions in relation to the award of or entry into a contract;

- (g) to keep all records of communications with suppliers which are made prior to the contract award and are about the procurement or the award of the contract;
- (h) ensure security and confidentiality of documentation at all stages of the procurement activity, including Tender Evaluation Reports, working papers and minutes of meetings. The officer must ensure that he or she records in writing all minutes of meetings and decisions/actions taken.
- (i) proactively monitor and manage the lifecycle of a contract awarded under these Rules including the monitoring of performance and the publication of any required notices.

4. **Steps before starting a procurement**

4.1 Before starting to procure goods, services or works, the Senior Officer or the Officer responsible for the procurement must:

- (a) consider options for delivery of the required goods, services or works including whether the goods, services or works to be supplied could reasonably be supplied under more than one contract and whether such contracts could appropriately be awarded by reference to lots;
- (b) identify the size, scope, term, and specification of the goods, services, or works required
- (c) check whether:
 - (i) the Council already has an available and appropriate contract in place in the Contracts Register, or an appropriate national, regional, or other collaborative contract is available for use;
 - (ii) there is appropriate Council authority (permission) to procure and sufficient budgetary provision has been formally approved for the anticipated Contract expenditure;
 - (iii) any employee, either of the Council or of a service provider, may be affected by any transfer arrangement, then any Transfer of Undertaking (Protection of Employment) (“TUPE”) issues and costs are considered and appropriate advice is obtained; and
- (d) should, having given a Preliminary Market Engagement Notice (if required by the Procurement Legislation) conduct preliminary market consultations to obtain information and advice for the purposes of developing the Council’s requirements and approach

to the procurement; identifying likely contractual terms; and identifying potential Suppliers and informing them of the Council's plans and requirements.

- 4.2 Where the Senior Officer conducts preliminary market consultations as part of a tender procedure, the Senior Officer must publish a Preliminary Market Engagement Notice before publishing a tender notice or say in the Tender Notice why they did not;

5. **Framework agreements**

5.1 **To be used where appropriate**

Public sector-led frameworks agreements and contracts let by other public sector bodies for the purchase of goods and services may offer Best Value to the Council. Subject to Rule 5.2, Framework Agreements may be used where the Council's requirements can be met, it is practicable to do so and there is no existing corporate contract for the same or similar goods, works, and services which would be breached if a framework agreement was used.

5.2 **Pre-conditions**

Before entering into an existing framework agreement, the relevant Senior Officer must be satisfied that:

- (a) the Council is within the description of the contracting bodies who can use the framework agreement;
- (b) the framework agreement has been advertised and complies with Procurement Legislation; and
- (c) where it is intended to award a contract below the Procurement Legislation Threshold following a call-off under a framework agreement, the framework agreement allows for a direct award.

5.3 **Subsequent purchases**

Unless the terms of the framework agreement say differently and/or the framework agreement does not contain clear call-off contract criteria, once the framework agreement is operating, all subsequent purchases under the call-off contract shall, either:

- (a) not require further competition or,
- (b) if there are 2 or more suppliers of those goods or services quotations shall be invited from all those suppliers on the price payable for the goods or services.

PART B – applies to contracts with a Contract Value of less than the Procurement Legislation Threshold

6. No framework agreement – contracts with a value up to £30,000

- 6.1 Where the Senior Officer estimates at the beginning of the procurement the contract value up to £30,000, the Senior Officer should seek to obtain best value, which for the purpose of this Contract Procedure Rule means using an existing corporate contract or seeking one or more quotes.
- 6.2 If the Senior Officer decides to advertise the procurement rather than use existing corporate contract or seek one or more quotes, the Senior Officer must publish a Below-Threshold Tender Notice on the Central Digital Platform.
- 6.3 If the expenditure has been approved in estimates and any necessary financial or other approvals have been obtained, the Senior Officer may proceed with the contract.

7. No framework agreement – contracts with a value between £30,000 and Procurement Legislation Thresholds

7.1 Financial thresholds

Where the Senior Officer estimates at the beginning of the procurement that the contract value is between £30,000 and the relevant Procurement Legislation Threshold.

7.2 Methods to be used

Where practicable, three written quotations shall be sought wherever possible, which should include at least one from a local Supplier based in the Council's area. This should be done through the eTS, but may be by letter, e-mail, or some other mechanism by which the price can be evidenced before a purchase decision is taken.

7.3 Form of request for quotations

When requesting quotations the Senior Officer must specify:

- (a) the goods, works or service required;
- (b) the award criteria;
- (c) any performance indicators; and
- (d) any relevant terms or conditions or special requirements.

7.4 **Acceptance of quotations - Most advantageous quotation**

A quotation may not be accepted unless it:

- (a) is within the approved budget or the Section 151 Officer agrees;
- (b) meets the Council's requirements set out in the request for quotations;
- (d) is the most advantageous quotation having regard to any award criteria and the weightings applied to them; and
- (e) it is not a quotation qualified by reservations or statements made by the Supplier limiting any liability that the Supplier would be subject to if that Supplier is awarded the contract.

PART C – applies to contracts with a Contract Value above the Procurement Legislation Threshold

8.1 **Financial thresholds**

Above the Procurement Legislation Thresholds

8.2 **Methods to be used**

- (a) Where the procurement is a Covered Procurement that is not exempted under the Procurement Legislation, the Senior Officer shall follow a flexible competitive tendering procedure under the Procurement Legislation.
- (b) The procedure adopted shall comply with the Procurement Legislation and these Contract Procedure Rules, but the choice and design shall be proportionate judged by reference to the nature and complexity of the procurement, and the value of the contract to be awarded.

8.3 **Conditions of Participation**

- (a) The Senior Officer will determine the conditions of participation in a competitive flexible procedure that are necessary to determine a Supplier's eligibility, financial standing, and technical capacity. The conditions of participation shall be supplied to all Suppliers requesting to participate in the procurement.
- (b) The Senior Officer shall treat an Excluded Supplier as ineligible and shall not select any Supplier who is an Excluded Supplier or who becomes an Excluded Supplier subsequently.

- (c) The Senior Officer shall only agree to the selection of a Supplier once they are objectively satisfied that the Supplier is not an Excluded Supplier and are satisfied about the Supplier's:
 - (i) eligibility;
 - (ii) suitability to pursue a professional activity;
 - (iii) economic and financial standing; and
 - (iv) technical or professional ability.

8.4 **Form of invitation to tender and submission of tenders**

The Invitation to Tender shall be prepared by the Senior Officer and shall:

- (a) describe the scope of the goods, works and/or services to be procured including any relevant outputs necessary for monitoring performance;
- (b) give reasons to justify any decision not to accept sub-division of the contract into lots;
- (c) describe the procedure that is to be followed including the various stages, whether the number of Suppliers will be reduced and if so by what means, whether there will be dialogue with Suppliers to refine proposals and whether it is intended that there should be post-tender negotiations;
- (d) require tenderers to answer questions about their suitability, capability, legal status, and financial standing;
- (e) invite tenderers to identify information they consider to be confidential, commercially sensitive and/or exempt from disclosure in response to a relevant statutory request made to the Council;
- (f) include the criteria and the weightings that will be the basis for the evaluation of tenders and if appropriate, whether the criteria or weights will be refined at any stage in the tender process;
- (g) state the form of contract and/or terms of the contract including any required by these Contract Procedure Rules and state that the Council will not accept any alteration or amendment of those terms and conditions of contract;
- (h) state that the Council does not accept any qualification or addition to the invitation to tender other than when requested;

- (i) set out an adequate timetable for the submission and consideration of tenders; and
- (j) require all tenders to be submitted on a form of tender prepared by the Senior Officer which shall include where appropriate:
 - (i) a certificate against collusion;
 - (ii) a statement that tenders should be kept open for a specified period after the date of tender opening;
 - (iii) a statement that the Council will not be bound to accept any tender; and
 - (iv) a statement that any tender or contract may be inspected by any regulator.

8.5 Receipt

- (a) The Senior Officer will arrange for the opening of tenders and release for evaluation as soon as possible after the date and time specified in the Invitation to Tender. Any tender received after the date and time specified for receipt will be recorded as being received late and will not be considered.
- (b) Tenders submitted by fax or e-mail will not be accepted.

8.6 Custody of tenders received

Tenders shall remain unopened in the eTS until the time set for their opening.

8.7 Opening and registration of tenders

- (a) All tenders received by the date and time set for receipt of tenders and which meet the requirements of Contract Procedure Rule 8.4(i) will be opened at the same time by the relevant Senior Officer or their nominee after the time set for their receipt.
- (b) The names of the tenderers and the amounts will be recorded in the eTS.

8.8. Evaluation of tenders

- (a) Before evaluating tenders, the relevant Senior Officer must check that the tenders comply with any instructions to tenderers, pricing, schedule and any other explicit requirements (e.g. submission of method statements) and unless provided for in the invitation to tender that the tender is not a qualified tender.

- (b) The criteria and weightings described in the Invitation to Tender must be used in scoring any tenders.

8.9 Alterations to tenders

- (a) Errors identified before closing date If an error is identified in the specification or other tender documentation before the closing date for the return of tenders, all tenderers are to be told about the error promptly and allowed to adjust their tenders.
- (b) Errors identified after closing date If an error is identified in the specification or other tender documentation after the closing date for the return of tenders, all tenderers are to be told about the error and given the chance to either withdraw or amended their tender.
- (c) Errors or discrepancies in successful tenders Where examination of tenders shows errors or discrepancies which would affect the tender figure in an otherwise successful tender the tenderer shall be told of the errors and discrepancies and given the chance of confirming or withdrawing his offer, or in the case of arithmetical errors, of correcting them. If the tenderer withdraws, the next tender in competitive order is to be examined and dealt with in the same way.

8.10 Post-tender negotiations

- (a) If post-tender negotiations were identified in the tender documentation as being part of the flexible competitive procedure to be adopted by the Council, then such negotiations must only be undertaken in accordance with the tender documentation. Full and proper records shall be kept of any post-tender negotiations.
- (b) Unless the Section 151 Officer and the Monitoring Officer otherwise agree, any post-tender negotiations must be conducted by at least two Officers.
- (c) Where any further information or post-tender negotiation results in a fundamental change to the specification or contract terms the contract shall not be awarded but shall be re-tendered.

8.11 Notices

No tender that is for a contract above any relevant Procurement Legislation threshold shall be accepted unless the Monitoring Officer is satisfied that the notices of the intention to award the contract have been given to unsuccessful tenderers (and if necessary, to Suppliers not invited to tender) and the period for them to challenge the award has ended.

PART D – applies to all contracts, where appropriate**9. Promotion of equalities**

To comply with the Council's duty under the Equality Act 2010 to promote equality of treatment, tenderers for contracts above any relevant Procurement Legislation thresholds shall be required to explain what measures they would take to actively promote equality of opportunity.

10. Public Services (Social Value) Act 2012

To comply with the Council's duties, in preparing tenders for any contract above any relevant Procurement Legislation thresholds the Senior Officer must consider how to incorporate relevant social value considerations into the procurement process.

11. Local Government (Contracts) Act 1997

No tender relating to a contract to which the Local Government (Contracts) Act 1997 Sections 2-9 apply shall be accepted without consideration by the Monitoring Officer.

12. Letters of intent

A letter of intent providing the basis for a future agreement should only be used by a Senior Officer following the taking of advice from the and Monitoring Officer.

13. Contracts to be in writing**13.1 Form**

- (a) All contracts for goods, services and works shall be in writing or in approved electronic format.
- (b) Every contract having a Contract Value of less than £30,000 shall be by Purchase Order incorporating the Council's standard terms and conditions unless a formal agreement is entered into.
- (c) Every contract having a Contract Value of £30,000 or more shall be in form agreed with the Monitoring Officer.

13.2 Content

Every contract having a value of £30,000 or more shall, in addition to any other relevant matters, specify:

- (a) the goods, materials, works, services, or other things to be furnished supplied had or done;
- (b) the price to be paid with a statement of discount or other deductions;
- (c) a condition that the Supplier shall subscribe to the standards of ethical conduct expected by the public from those working in the public sector;
- (d) unless it is for the one-off purchase of goods and/or materials, the date when the contract will terminate and the terms on which the contract may be terminated early; and
- (e) where applicable the time or times within which the contract is to be performed.

13.3 Signing of contracts

- (a) Other than contracts in the form of an official order every contract less than £30,000 in value not required or intended to be sealed, shall be signed on behalf of the Council by the relevant Head of Service (or other officer authorised by them in accordance with the Scheme of Delegation).
- (b) Other than contracts in the form of an official order every contract between £30,000 and £100,000 in value not required or intended to be sealed, shall be signed on behalf of the Council by the relevant Chief Officer (or other officer authorised by them in accordance with the Scheme of Delegation).
- (c) Every contract over £100,000 in value shall be signed or where required or intended to be made under seal shall be sealed on behalf of the Council by the Monitoring Officer (or other officer authorised by them in accordance with the Scheme of Delegation)

14. Safeguards for due performance

14.1 Failure to Deliver

- (a) Every contract for the supply of goods, services, works and/or materials to which these rules apply should, unless the relevant Senior Officer considers it inappropriate, include a clause protecting the Council against the Supplier's failure to deliver. The clause should include the right for the Council to:
 - (i) purchase other goods, services, works or materials to put right the effects of the Supplier's failure; and

- (ii) recover from the Supplier any excess cost of purchasing other goods, services, works or materials.
- (b) In every contract for the supply of goods, services, works and/or materials, a clause will, unless the relevant Senior Officer considers it inappropriate, be included to the effect that the goods, services, works and/or materials will only be deemed to have been delivered to the Council if they have been delivered to the location specified by the Council and signed for.

14.2 Liquidated Damages for contracts exceeding £100,000

The Contract must, unless the relevant Senior Officer considers it inappropriate, require the payment of liquidated damages by the Supplier in the event of delay by the Supplier. The amount of the liquidated damages to be specified will be the Council's genuine pre-estimate of the losses to be paid by the Supplier in the case the terms of the contract are not duly performed.

14.3 Performance Bonds for contracts exceeding £500,000

Where a contract exceeds £500,000 the Supplier will be required to give a performance bond or other form of security acceptable to the relevant Senior Officer and the Section 151 Officer, unless both consider it is unnecessary.

14.4. Assignment or sub-letting

A clause will, where appropriate, be inserted in every contract for the execution of work, for supplies, and/or services to which these rules apply prohibiting the assigning or sub-letting of the contract without the previous consent of the relevant Senior Officer.

15. Specifications and standards

All contracts to which these rules apply where a specification issued by the British Standards Institution or a European Standard is current at the date of the tender and is relevant shall require as a minimum that goods and materials used in their execution shall be in accordance with the specification.

16. Prevention of bribery clause

Every contract to which these rules apply will, where practicable, include a clause allowing the Council to cancel the contract and to recover from the Supplier the amount of any loss resulting from such cancellation if the Supplier or any person employed by him or acting on his behalf has committed any offence under the Bribery Act 2010 or under the Local Government Act 1972 Section 117.

17. **Nominated sub-Suppliers**

Where a sub-Supplier or supplier is to be nominated by the Council to a main Supplier, the relevant Senior Officer will, wherever practical, comply with these Rules as though the sub-contract were a contract with the Council.

18. **Publication of contract awards**

18.1 Details of every contract award over £30,000 including those covered by an exemption shall be published on the Council's Contracts Register.

18.2 In addition, unless there is a relevant exception in the Procurement Legislation, where the contract:

- (a) follows a competitive tendering procedure, Contract Award and Contract Details Notices shall be published on the Central Digital Platform.
- (b) is over any relevant Procurement Legislation threshold, and the award follows a competitive tendering procedure, Contract Award and Contract Details Notices shall be published on the Central Digital Platform and any report required by a third party shall be prepared in accordance with the relevant statutory requirements prevailing at the time.

Note: These requirements are in addition to any requirement under the Transparency Code for Local Government to publish details of expenditure above a specified threshold.

19. **Retention of tenders and contracts**

Unsuccessful tenders, accepted tenders, and contracts and tender evaluation results shall be kept in accordance with the Council's information asset register.

20. **Review of financial limits**

The financial limits set out in these Contract Procedure Rules shall be reviewed periodically by the Council.

Note to Officers: The principal requirements of these Contracts Procedure Rules are summarised in the Appendix. The Appendix is not part of the Contract Procedure Rules, but is guidance.

APPENDIX - The table is not part of these Contract Procedure Rules.

Note for officers: The following table summarises the type of procurement process; the minimum number of quotes or tender that should be sought or invited where practicable; any publicity and contractual requirements. Contract values are inclusive of VAT and for joint procurements means the total value of the contract, not just the Council's share.

Contract Value	Minimum requirements	Below Threshold Notice	Tender Notice	Assessment summary	Contract Award Notice	Contract Details Notice	Acceptance	Minimum order/contract requirements
Up to £30,000	Call-Off from an existing Framework Agreement let by the Council or other third party; or 1 or more quotes.	No (unless tenders are to invited other than from particular or pre-selected suppliers).	No	No	No	No	Senior Officer	Official Order
£30,000 to Procurement Legislation Threshold	Call-Off from an existing Framework Agreement let by the Council or other third party; or 3 written quotes (where practicable) using eTS.	Yes (if tenders are to be invited other than from particular or pre-selected suppliers)	No	No	No	Yes		Official Order unless a formal agreement is entered into
Above Procurement Legislation Threshold	Call-Off from an existing Framework Agreement let by the Council or other third	No	Yes	Yes before publication of contract award notice (unless call-off)	Yes	Yes within 30 days of signing of contract	As for up to Procurement Legislation Threshold but prior approval	Formal agreement under seal

Contract Value	Minimum requirements	Below Threshold Notice	Tender Notice	Assessment summary	Contract Award Notice	Contract Details Notice	Acceptance	Minimum order/contract requirements
	party; or Open tendering procedure or competitive flexible procedure					(unless call-off)	may be required from the Executive if the contract value is £500,000 or more	