

- **Strategy or policy: Contract Procedure Rules**
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- **Date adopted: May 2016**
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- **Date last revised and reasons for revision: May 2016** revised due to introduction of Public Contracts Regulations 2015
- **Links to Council priorities:**

| Council priority | Linked |
|--|---------------|
| Public Health and Wellbeing | No |
| Environment | No |
| Transforming our Community | No |
| Efficient and Effective Customer Focussed Services | Yes |

- **Links to other strategies and policies:**

Financial Procedure Rules and Regulations
 Council's Constitution
 Commissioning & Procurement Strategy 2015/2016 to 2016/2017

- **SMART action plan included?:** No
- **Equality Impact Assessment undertaken?:** no
- **Sustainability appraisal undertaken?:** no
- **Policy register on N Drive updated ?**

Contract Procedure Rules

1. INTRODUCTION

- 1.1 In these Contract Procedure Rules the expression “the Council” shall be deemed to include reference to Council, Cabinet or any Regulatory Committee with power to make decisions.
- 1.2 Contract Procedure Rules are formal Rules which exist to ensure that the Council lets Contracts in a fair, consistent, honest, open, transparent and legal manner.
- 1.3 Section 135 of The Local Government Act 1972 requires Local Authorities to introduce and implement Standing Orders for Contracts let “by them or on their behalf for the supply of goods or materials or for the execution of works”.
- 1.4 This document, therefore, constitutes the Council’s Contract Standing Orders pursuant to Section 135 of the Local Government Act 1972.
- 1.5 This edition of the Contract Procedure Rules will apply from 2016 and supersedes all previous editions.
- 1.6 All Contracts let by the Council will comply with the Local Government Act 1988 (Part II) which lays down general rules as to contracting practice.
- 1.7 Full texts of the legislation referred to above are available on request from the Council’s Law Dept.
- 1.8 All Contracts let will take into consideration the Council’s Commissioning and Procurement Strategy as well as the Council’s Policies on Sustainability.
- 1.9 In determining whether a financial threshold has been reached pursuant to Rule 4 below, it is a requirement of these Contract Procedure Rules to aggregate the value of separate Contracts for meeting a single requirement. Conversely, single requirements must not be broken down for the purpose of taking the value below the financial threshold.
- 1.10 Where under any Contract the Council is receiving rather than making payments, these Contract Procedure Rules will be observed as far as possible by the Council, and any breaches will be recorded in writing and reported to Cabinet, if in the opinion of the Proper Officer such a breach may result in an adverse impact on Council functions.

2. BEST VALUE

- 2.1. In all areas of contract revision to which the Council is either a party or of which it is a beneficiary, regard shall be had to the requirements of economy, efficiency and effectiveness specified in Section 3 of the Local Government Act 1999 (“the Act”) and, in particular, to any performance indicators or

performance standards specified by the Secretary of State under Section 4 of the Act.

2.2 Contractors, sub-contractors or agents appointed pursuant to a Contract with the Council shall be, throughout the duration of the Contract, under a continuing duty to the Council:

2.2.1 To make arrangements to secure continuous improvement in the performance of its obligations to the Council having regard to a combination of economy, efficiency and effectiveness and, in particular, to any performance indicators or performance standards specified by the Council and the need of the Council to achieve efficiencies and realise value for money;

2.2.2 To supply such information as the Council may from time to time reasonably request relating to the Contract and/or to the performance by that party of its obligations to the Council under that Contract;

2.2.3 To co-operate fully with the Council in discharging the Council's duty under Section 3 of the Act including as and where appropriate:

- setting benchmarks or performance indicators by which to measure performance under the Contract;
- incorporating into the Contract any applicable performance indicators or performance standards specified by the Council, whether prior to or during the course of the Contract;
- establishing performance plans for the Contract either alone or together with other similar or related Contracts;
- Undertaking regular periodic reviews of the performance of the Contract.

3. DEFINITIONS

3.1 "Proper Officer" shall mean the Chief Executive, a Strategic Director or any Head of Service or such other Officers who have specifically been given authority in writing by way of delegated authority.

3.2. "Approved List" shall mean a list of approved contractors compiled in accordance with Rule 16.2 below.

3.3. "Best price/quality ratio" means evaluation based on criteria such as qualitative, environmental and/or social aspects and may include for example: technical merits, aesthetic and functional characteristics, social and environmental characteristics as more particularly set out in Regulation 67 of the Regulations and provided it is appropriately linked to the subject matter of the contract.

3.4 "Contract" shall mean a Contract as defined in English Common Law.

- 3.5. “Contracts Finder” means the Governments web-based portal provided on behalf of the Cabinet office www.gov.uk/contracts-finder. All procurements that are advertised and exceed £25,000 shall also be advertised on Contracts Finder.
- 3.6 “Cost effectiveness approach” means cost or price and may include (so long as it is appropriately linked to the subject matter of the contract) life cycle costing such as all consecutive and/or interlinked stages, including research and development, production, trading and its conditions, transport, use and maintenance, throughout the existence of the product, the works or the provision of the services from raw material acquisition or generation of resources to disposal, clearance and end of services or utilisation. It may also include greenhouse gases and pollutant emissions.
- 3.7 “Emergency” shall mean a situation which has arisen where in the opinion of the Proper Officer it has been brought about by events unforeseeable by and not attributable to the Council and where there is a real and immediate danger to health and safety, a need to protect the public or Council operations or Council’s interests or reputation and procuring goods, works or services is immediately necessary in order to deal with the emergency.
- 3.8. “External Approved List” shall mean a list of approved contractors compiled in accordance with Rule 16.3 below.
- 3.9 “OJEU” means the Official Journal of the European Union.
- 3.10. “Open Tender” shall mean tendering in accordance with Rule 16.4 below.
- 3.11 “Project” shall mean a sequence of related activities which are designed to achieve a defined outcome/change in service.
- 3.12. “Partnership” shall be a joint working arrangement where the partners:
- Are otherwise independent bodies
 - Agree to co-operate to achieve a common goal
 - Create a new organisational structure or process to achieve a goal
 - Plan and implement a jointly agreed programme, often with joint staff or resources
 - Share relevant information and
 - Pool risks and reward
- 3.13 “The Most Economically Advantageous Tender” means that tenders will be evaluated on the basis of: price or cost or best price/quality ratio. Where cost or price is the basis of evaluation the “cost-effectiveness approach” must be used. Whichever evaluation basis is used the criteria must be linked to the subject matter of the contract pursuant to Regulations 67 and 68 of the Regulations.
- 3.14 “The Regulations” means the Public Contracts Regulations 2015.

- 3.15 “Schedule 3 Services” otherwise known as “light touch regime services” referred to in the Regulations are contracts for services for £589,148.00ⁱ or more which must be advertised in OJEU containing information listed in Annex V Part H or Part I as set out in Schedule 5 of the Regulations and which must also be advertised on Contracts Finder.
- 3.16 “SME” means small or medium-sized enterprises.
- 3.17 “Tender” shall mean any written, binding offer to supply materials, goods, supplies, services or works in the manner laid down in these Contract Procedure Rules relating to Contracts and whose value exceeds £50,001.
- 3.18 “Quotation” shall mean any offer, whether written or verbal, to supply materials, goods, supplies, services or works in the manner laid down in these Contract Procedure Rules relating to Contracts and whose value does not exceed £50,000.
- 3.19 “Serial Programme” shall mean any goods, works or services of a similar nature which are provided over a twelve month period, the total value of which exceeds the limit for which Tenders would normally be obtained.

4. FINANCIAL THRESHOLDS

- 4.1 Where values appear in these Contract Procedure Rules, these exclude VAT. Contract values have been given financial thresholds as follows:-

| | | |
|--------------|---|-----------------------|
| Low Value | - | up to £10,000 |
| Medium Value | - | £10,001 up to £50,000 |
| High Value | - | £50,001 and over |

- 4.2 The following values are relevant to EU procurement currently applicable (Rule 6 below):

| | |
|-----------------------------|-----------------------------------|
| £4,104,394.00 ⁱⁱ | (Works Contracts) |
| £164,176.00 ⁱⁱⁱ | (Supplies and Services Contracts) |

- 4.3 These Contract Procedure Rules will be reviewed annually by the Council and are available on the Council’s Intranet.

5. COMPLIANCE WITH CONTRACT PROCEDURE RULES/FINANCIAL PROCEDURE RULES AND THE REGULATIONS

- 5.1 All Contracts made by the Council or on its behalf shall comply with these Contract Procedure Rules. The only exceptions to this will be as described in Rule 31 of these Contract Procedure Rules.

- 5.2 Every exception so made on behalf of the Council will be made in consultation with the Head of Law or Head of Resources with the reasons that justified the exception being made.
- 5.3 These Contract Procedure Rules set out minimum requirements: higher levels of diligence may be appropriate for specific Contracts.
- 5.4 Proper Officers are responsible for ensuring that relevant legal requirements are complied with, that proper procedures are observed under these Contract Procedure Rules, the Council's Financial Procedure Rules and the Regulations and that all relevant records are kept and maintained.
- 5.5 In the event of any conflict between European Community Legislation, UK Law and these Contract Procedure Rules, the requirements of European Community Legislation shall prevail over UK Law and the requirement of UK Law shall prevail over these Contract Procedure Rules.
- 5.6 The Proper Officer must ensure that a genuine pre-Tender estimate of anticipated costs is prepared and recorded in writing and where appropriate the value of a Contract is ascertained in accordance with the relevant European Procurement Rules.

6. COMPLIANCE WITH EUROPEAN COMMUNITY DIRECTIVES

- 6.1 All Contracts let by the Council or on its behalf shall comply with any relevant European Community (EC) Directive. Directives are implemented by Regulations made under the European Communities Act 1972. In relation to EC procurement, EC Legislation becomes applicable when letting Contracts with an estimated value above £25,000.
- 6.2 In addition the Council is subject to the requirements of the Public Contracts Regulations 2015 which set out the procurement procedures and processes that the Council must follow.
- 6.3 Works Contracts valued over £4,104,394.00^{iv} (or the equivalent in Euros), supplies and services contracts with a total value over £164,176.00^v (or the equivalent in Euros) and service Contracts for Insurance with a total value over £164,176.00^{vi} (or the equivalent in Euros) must comply with the Regulations.
- 6.4. Schedule 3 Service contracts shall be subject to the "light touch regime" .

Officers proposing to enter into Contracts over these limits should obtain advice from the Head of Law to ensure that the correct procedures are followed.

***Note :** These are the current limits as at 1st January 2016 and are subject to change every 2nd year. All enquiries in respect thereof should be directed to the Head of Law.

6.5 Definitions

- 6.5.1 Works - New and replacement building and civil engineering works, improvement and modernisation works to building and structures.
- 6.5.2 Supplies - The purchase of goods, plant, equipment, vehicles, materials and energy.
- 6.5.3 Services - Repair and maintenance works
Transport
Telecommunications
Financial, accounting and computing
Research and development
Consultancy, market research and advertising
Building cleaning and property management
Publishing and printing
Refuse collection and disposal
Sewage disposal
Hotel and restaurant services
Legal services
Personnel and placement services
Environmental health services
Security
Recreational, cultural and sporting Services
Insurance
Certain other services
- 6.5.4 Contract Value – the Total estimated value of the Contract to be placed (NOT the annual value).

7. AGENCY WORK

No agency work shall be carried out on behalf of any other organisation without the prior approval of the Council and without adequate Insurance arrangements being put in place.

8. CORPORATE REGISTER OF CONTRACTS and TENDERS

- 8.1 Proper Officers are responsible for ensuring that all contracts over the value of £5,000 relating to their services are entered on the Council's Contract Register. The information shall include the title of the Contract, description of the goods, works and/or services being provided, contract price, start, end and review dates, name of the contractor including company registration number, whether or not the contract was the result of an invitation to quote or invitation to tender and whether the contractor or supplier is an SME.

- 8.2 Proper Officers are also responsible for ensuring that details of all tenders relating to their services are entered on the Council's Register of Tenders. The information shall include title of the procurement, description of the goods and/or services, start, end and review dates and dept responsible for the procurement in order to meet the Council's obligations under the Local Government Transparency Code 2015.
- 8.3 Pursuant to the Local Government Transparency Code 2015 the Council publishes on its website details of its expenditure on goods, works or services in excess of £500. Sole traders or bodies acting in a business capacity with the Council in receipt of payments of at least £500 of public money should expect such payments to be transparent.
- 8.4 The Council's Contracts and Tenders Registers are open for inspection by the public on the Council's website pursuant to the Local Government Transparency Code 2015.

9. PRE-CONTRACT APPRAISAL

- 9.1 Before inviting Tenders or seeking quotations Proper Officers will ensure that:-

- (i) Any pre-procurement market consultation with a view to preparing for the procurement and informing providers of the Council's procurement plans and requirements which may include the current incumbent:
- a. does not have the effect of distorting competition and
 - b. does not breach requirements for non-discrimination and transparency and
 - c. avoids any conflicts of interest

A risk assessment may form part of the pre-contract appraisal to identify the above risks and incorporate steps taken to mitigate against such risks;

- (ii) The proposed Contract is provided for in the appropriate budget;
- (iii) The proposed Contract has been approved by the Council or is authorised pursuant to the budget process and delegated powers;
- (iv) Proper consideration and compliance with the Council's Project Management Handbook (PROMPT) where the proposed Contract forms part of a Project as defined in Rule 3.11;
- (v) Proper technical and financial appraisal of the scheme has been undertaken;
- (vi) In the case of high value Contracts, the Contract planning process allows sufficient time for the Council to decide which form of procurement route will be taken;

- (vii) Appropriate time is made available at each of the key stages, for example, to allow potential contractors to provide a considered response and answer any supplementary questions;
- (viii) Consideration has been given to any equality issues and that where appropriate consultation with service users has been undertaken;
- (ix) Consideration has been given to the Council's obligations in safeguarding children and vulnerable adults and whether contractors and suppliers should be subject to CRB checks.

10. PREPARATION OF TENDER DOCUMENTS

10.1 Tender documentation will normally consist of one or more of the following documents:-

- (i) Drawings
- (ii) Specification
- (iii) Bills of Quantity
- (iv) Standard Terms and Conditions of Contract together with special conditions (if appropriate)
- (v) Pre-qualification questionnaire (if appropriate and procurement is above EU threshold)
- (vi) Invitation to Tender
- (vii) Instructions to Tenderers (below EU threshold may include suitability assessment questions but cannot include a PQQ stage)
- (viii) Evaluation criteria in descending order of importance together with any weightings
- (ix) Insurance requirements
- (x) Collusive Tendering Contract
- (xi) Canvassing Certificate
- (xii) Contract Performance Bond (where appropriate)
- (xiii) Form of Tender
- (xiv) Acceptance documents.

10.2 Other information that will need to be made available to ensure that Contractors' bids reflect service requirements and are competitively priced include the following:-

- (i) The Terms and Conditions under which assets will be made available
- (ii) Workforce information required for the purpose of assessing prospective liability in relation to the possible transfer of an undertaking. To ensure consistency of provision of information, this will be provided by the Proper Officer and not by an existing Contractor;
- (iii) The amount of work likely to be available under the Contract.

10.3 The Proper Officer will ensure that:-

- (a) Ambiguities and contradictions do not occur between documents and

- information provided;
- (b) Any locally prepared variations to standard documentation are clear and use generally accepted terms;
- (c) Contract terms and conditions and specifications are in the best interests of the Council in respect of quality, cost and performance.

10.4 To ensure consistency and to aid understanding by the Tenderer, Tender documentation will be collated by an experienced Officer who will obtain the advice and approval of the Head of Law.

10.5 Tender documents shall be made available electronically for Tenderers at the time of publication in OJEU.

11. PRE-QUALIFICATION QUESTIONNAIRES

11.1 A pre-qualification stage is not permitted in relation to procurements below the EU Thresholds referred to in paragraph 4.2 however as part of the Invitation to Quote or Tender for procurements over the threshold of £10,000 suitability assessment questions may be asked of contractors or suppliers.

11.2 Suitability assessment questions must be:

11.2.1 relevant to the subject matter of the procurement;

11.2.2 proportionate;

11.2.3 used to assess whether minimum standards are met

11.3 Responses to suitability assessment questions may only be used to establish whether contractors or suppliers meet minimum standards of suitability, capability, legal status or financial standing and all candidates that meet the minimum standards must be invited to bid.

11.4 Pre-Qualification Questionnaires shall contain mandatory and discretionary grounds for exclusion pursuant to Regulation 57 of the Regulations.

12. ADVERTISING REQUIREMENTS

12.1 Pursuant to the Public Contracts Regulations 2015 the Council is required to advertise contracts and contract award notices with values as follows:

- (a) £25,000 to £50,000 (goods, works and services) on Contracts Finder if the procurement opportunity is published elsewhere such as the Council's website or on a portal
- (b) £50,001 to £164,176.00 (goods and services) on Contracts Finder
- (c) £50,001 to £4,104,394.00 (works) on Contracts Finder
- (d) £164,176.00 and above (goods and services) on Contracts Finder and OJEU
- (e) £4,104,394.00 and above (works) on Contracts Finder and OJEU

- 12.2 The Council does not specifically require that procurements are published below the threshold of £50,001 however if the procurement is published, it must also be published on Contracts Finder.
- 12.3 Award Notices for all procurements over the threshold of £25,000 must be published on Contracts Finder whether the procurement was advertised or not.

13. CATEGORIES AND FORM OF CONTRACT

- 13.1 All Contracts will be categorised by estimated value into low, medium or high value and this categorisation will determine which of the following sections of these Contract Procedure Rules are followed.
- 13.2 Contracts for Schedule 3 Services “light touch regime” shall comply with the legal obligations of transparency and equal treatment. The procurement procedure undertaken will be determined by the Proper Officer as part of the pre-procurement process but must at all times:
- 13.2.1 be documented using PROMPT;
 - 13.2.2 comply with the principles of transparency and equal treatment of service providers;
 - 13.2.3 all time limits imposed on service providers are reasonable and proportionate.
- 13.3 Every high and medium value Contract will:-
- 13.3.1 be in writing and signed by the Chief Executive, Strategic Director Corporate Services, Head of Law or the Proper Officer or such person authorised by them in writing;
 - 13.3.2 Contain a Specification of the goods, materials and works or services to be delivered or undertaken;
 - 13.3.3 Contain details of the price to be paid to include details of any discounts or deductions;
 - 13.3.4 Contain provisions whereby the Council shall discharge valid undisputed invoices within 30 days and a condition requiring suppliers and contractors to include similar provisions in their contracts where they sub-contract the goods, works or services;
 - 13.3.5 Contain details of the timing of the Contract;
 - 13.3.6 Provide for the following remedies in the event of late delivery, non-delivery or poor performance (default) by the Contractor of the contract goods, materials or services:-
 - (a) termination of the contract by the Council either wholly or to the extent of such default;

- (b) the right for the Council to purchase alternative goods, materials or services of the same or similar description, to make good the default or, in the case of termination, the goods, materials or services remaining to be delivered or carried out;
- (c) state that the amount by which the cost of purchasing other goods, materials or services exceed the amount which would have been payable to the contractor shall be recoverable from the contractor.

13.3.7 Provide that the law governing the contract shall be the law of England;

13.3.8 Provide that in the event of dispute between the parties which is incapable of resolution by negotiation shall be referred to a single arbitrator to be agreed by the parties, or in default thereof, to be nominated by the President for the time being of The Law Society or such appropriate body;

13.3.9 Contain provisions enabling the Council to terminate a contract where:

- (a) A contract has been subject to substantial modification which would have required a new procurement process;
- (b) A contractor should have been excluded from the procurement procedure for pursuant to Regulation 57(1) (Mandatory Exclusions) of the Regulations;
- (c) A serious infringement of the obligations under the Regulations, EU Directive or Treaties that has been declared by the Court of Justice of the European Union the result of which the contract should not have been awarded to the contractor.

13.4 The Proper Officer shall ensure that the Contract letting process allows sufficient time for the legal documentation to be completed prior to the commencement of the Contract.

13.5 In exceptional circumstances where it is essential that work starts before formal Contract signing, it may be possible for a letter of intent to be submitted but this must only be done in consultation with Head of Law. Any such letter of intent must be in the name of the Chief Executive, Strategic Director Corporate Services, Head of Law or Proper Officer or such person authorised by them in writing. A letter of intent may be construed as a formal Contract if not drafted appropriately. Letters of intent are only appropriate for works or services to the extent required to carry out emergency works or services where there are implications which may result in death, injury or damage to Council property or to the Council's reputation if the works or services are not executed accordingly.

13.6 The practice of split ordering to obviate the need to obtain quotations and Tenders is forbidden however the Council shall where appropriate divide contracts into lots as a means of attracting SME's to bid for the contracts.

14. CODE OF PRACTICE FOR LOW VALUE CONTRACTS NOT EXCEEDING £10,000 (Official Purchase Order).

14.1 Official Purchase Orders will only be placed in accordance with these Contract Procedure Rules.

14.2 Orders for works, goods or services shall be in accordance with the Council's current procedures issued by the Head of Resources.

14.3 Official orders will be issued for all works, goods or services to be supplied to the Council except:

- where a formal Contract is entered into by the Council;
- supplies of public utility services;
- periodical payments, such as rent or rates;
- petty cash purchases;
- where in the opinion of the Proper Officer a failure by the contractor could result in an adverse impact on Council functions in such case a formal written contract will be let;
- other exceptions approved specifically in advance by the Head of Resources or Head of Law.

14.4 Official Orders will be in a form designed or approved by the Head of Resources and be signed only by employees authorised* by the Proper Officer who will be responsible for all official orders issued from their Unit.

(*Names and specimen signatures will be supplied to the Head of Resources and Audit and updated as necessary).

14.5 Orders will be completed in sufficient detail to identify accurately the materials, work or service required including quantities wherever possible and will specify where applicable the quotation, Contract or other Agreement, the price agreed and the approved budget expenditure code against which costs will be charged.

14.6 Any Council directions relating to central purchasing, standardisation of supplies to materials, etc., will be complied with and in accordance with the Council's Strategic and Sustainable Procurement Strategy.

14.7 In respect of Contracts estimated in value to be £10,000 or less, then quotations from at least one supplier is required, (although it is advisable to obtain at least 2 written quotes)..

14.8 Purchase Orders over the sum of £5,000 must be published on the Council's website pursuant to the Local Government Transparency Code 2015

15. MEDIUM VALUE CONTRACTS - £10,001-£50,000.

15.1 Contracts with an estimated value £10,001-£50,000 will be deemed medium value Contracts.

15.2 The Proper Officer will:

15.2.1 invite written quotations from at least three Contractors taken from the Council's Approved List; or

15.2.2 call off under a Framework Agreement available to the Council;

15.3. if no appropriate Approved List is available from which at least three Contractors whom the Proper Officer considers suitable to carry out the Contract where works, supplies or services are clearly identifiable; or

15.4 if there is no Framework Agreement available for the Council to call off under or;

15.5. where works, supplies or services are of a particularly specialist nature and are only available from one supplier;

it is permissible to use a supplier identified by the Proper Officer provided that the Proper Officer is satisfied that the price payable is reasonable and offer Best Value to the Council and is pre-quoted in writing.

15.6. where regular purchases or commission of works, supplies or services from the same supplier are likely to be made and it is considered inappropriate by the Proper Officer to obtain competitive quotations for each individual supply, it will be sufficient to compile a Select List of suitable suppliers for regular use, providing that the prices charged are competitively tested by quotation at least annually.

15.7 Any quotations must be considered and accepted in accordance with Rule 2 as to Best Value above.

15.8 Sufficient time will be allowed for written quotations to be submitted.

15.9 A written record will be made of Contractors invited to quote but who failed to do so.

15.10 When it is not possible to procure goods, works or services pursuant to Rules 15.2.1 – 15.6 an open tendering process shall be undertaken and where the procurement is over the threshold of £25,000 must be published on Contracts Finder. At these 3 written quotes or tenders shall be sought.

16. HIGH VALUE CONTRACTS – £50,001 AND OVER

16.1 **General.**

16.1.1 Contracts estimated to have a value of £50,001 and over will be deemed high value Contracts.

16.1.2 The Proper Officer will be responsible for exercising their judgement as to the sub-division of work into lots with a view to attracting SMEs to bid for the contract. If the procurement is not sub-divided into lots the Proper Officer is responsible for providing reasons for their decision not to sub-divide the contract which must be incorporated into the tender documents or be published in a report. If over the EU Threshold such report must be submitted to the Cabinet Office pursuant to Regulation 84 of the Regulations.

16.1.3 The Proper Officer will invite at least three written Tenders in accordance with one of the methods described in Rules 16.2, 16.3 and 16.4 below, in accordance with the decision of the Council to let the contract.

16.1.4 Proper Officers will ensure that sufficient time is allowed for the preparation of Tenders, having regard to the value and complexity of the subject of the Contract. This will normally be not less than twenty eight days. Invitations to Tender will be sent out by the Proper Officer who will record:-

- (i) the name and nature of the Contract;
- (ii) the number of Tender invitations;
- (iii) the closing date and time for receipt of Tenders.

16.1.5 Tender documentation in accordance with Rules 16.1.3 and 16.1.4 above should be sent to all Contractors who express an interest in bidding for the contract.

16.2. **Approved Lists**

16.2.1 Where the Council maintains in any given area of its functions a List of Contractors it shall nominate an Officer to be responsible for its compilation, review and maintenance.

16.2.2 Any Approved List compiled, pursuant to 16.2.1 above, shall be compiled by inviting applications from suitable Contractors for inclusion in any Approved List by placing an advertisement giving at least five days public notice in at least one local newspaper or at least one Trade journal (as the Proper Officer considers appropriate) and on Contracts Finder.

16.2.3 Contractors will only be placed on an Approved List after they have been subject to an appraisal which will directly assess evidence of;

- (a) their current financial standing as required by Rule 16.2.4 below and
- (b) technical capacity as required in Rule 16.2.5 below.

16.2.4 Evidence of financial standing will be provided from some or all of the following sources:-

- banker's statements
- balance sheets

- statements of turnover (both overall and for the work or services for which a Contract may be let)
- for services, evidence of professional risk indemnity
- the provision of Bonds and Guarantees
- any other information considered appropriate, providing adequate notice is given regarding the additional information sought.

16.2.5 Minimum technical capacity as to skills, efficiency, experience and reliability will include an assessment of:-

- applicant's qualifications and those of the personnel who will do the work
- statements of the plant, equipment and specialist services available
- average manpower for each of the last three years
- numbers of managerial personnel during the same period
- for works, a list of the works carried out in the last five years, supported by Certificates of satisfactory completion (which may be obtained direct from Clients)
- for services, a list of the principal Contracts carried out in the last three years with their values and the proportion of the work which applicants intend to sub-Contract.

16.2.6 The appraisal process may also include taking up references and inviting applicants to attend for interview.

16.2.7 All Approved Lists will identify for each Contractor the type of work and maximum value of Contracts which may be undertaken by that Contractor. The Approved List will be available for reference by members of the public on request and available for inspection on the Council's website.

16.2.8 The Proper Officer will review the Approved List at least once every three years and will request Contractors to submit accounts for reappraisal as appropriate in the opinion of the Proper Officer. This will provide an incentive for those included on the Approved List to maintain the necessary standard. If it is considered that an up to date financial appraisal is necessary for a Contractor chosen from the Approved List, the Proper Officer will request Contractors to submit their latest accounts for reappraisal in sufficient time prior to invitations to tender being sent out.

16.2.9 The Council will inform Contractors if it is decided to exclude them from the Approved List and also if any request to be asked to Tender is refused. If a Contractor applies in writing for the reasons within fifteen working days of being given such a decision, the reasons will be provided in writing within a further fifteen working days. Where the reason is an unsatisfactory reference, this fact must be stated but not its nature or which referee gave it.

**16.3 External Approved List
(compiled with or by another Authority, Consortium of Authorities or Central Government)**

16.3.1 These Contract Procedure Rules recognise that with a view to improving the efficiency and effectiveness of procurement and in order to obtain the maximum benefits from procurement, collaborative working arrangements are essential as provided for within the Council's Strategic Procurement Strategy;

16.3.2 Prior to selecting a Contractor from an External Approved List the Proper Officer must be satisfied that the Contractors' current financial standing and technical capacity to complete the Contract satisfactorily has been appraised by another Authority, Consortium of Authorities or Central Government before the Contractor has been placed on the External Approved List and such External Approved List is reviewed regularly (preferably at least every 3 years).

16.4 Open Tendering

16.4.1 Open tendering is generally desirable only where the Council does not have access to an External Approved List or Framework Agreement or does not have an appropriate Approved List. For below EU Threshold contracts the Proper Officer will invite Tenders by giving at least ten days public notice in at least one local newspaper before the closing date for receipt of Tenders and in at least one Trade journal (where applicable) and publish on Contracts finder. The advertisement will include:-

- (i) The nature and purpose of the Contract;
- (ii) All the criteria which the Council intends to apply to the award, where possible in descending order of importance;
- (iii) Where further details may be obtained and where applications should be submitted;
- (iv) The last date and time when Tenders will be received
- (v) Any other requirements to publish on Contracts Finder

16.4.2 The Proper Officer must be satisfied with the financial standing and technical capability of the successful Contractor in accordance with Rules 16.2.4, 16.2.5 and 16.2.6 above before any Contract is awarded subject to compliance with Regulations 107 to 111 of the Regulations.

16.4.3 The Proper Officer shall inform the Head of Governance of the date and time for submission of Tenders and provide a list of those contractors who it is anticipated will submit a Tender.

16.5. Submission of Tenders

16.5.1 Tenders will be considered only if they are delivered to the Council in a plain, securely sealed envelope or in any special envelope provided by the Council for the purpose. Such envelopes will in no way indicate the identity of the sender.

16.5.2 The outside of the envelope will be marked "Tender" and with the name of the Contract to which the Tender relates.

16.5.3 On receipt of each Tender the envelope will be endorsed with the date and time of arrival.

16.5.4 Tenders received by hand will be receipted on receipt as 16.5.3 above.

16.5.5 All Tenders received will remain unopened in the secure custody of the Chief Executive until the appointed time for opening.

16.5.6 Any Tenders received after the closing date and time for receipt of the Tender may not be considered.

16.6. Opening of Tenders

16.6.1 All Tenders will be opened at the designated time in the presence of at least:-

- (i) The appropriate Cabinet Member or the Proper Officer or their duly authorised representative and
- (ii) The Head of Governance or their duly authorised representative.

16.6.2 Tenders will be numbered by the Head of Governance or their duly authorised representative as they are opened.

16.6.3 The Head of Governance or their duly authorised representative will immediately prepare a list of Tenders received in a Register for the purpose, detailing names of Tenderers and Tender sums and this will be certified by those present as a true record.

16.6.4 A record will also be made in the Tender Register of any Contractors who where invited to Tender but did not do so.

16.6.5 If the Council nominates a third party for instance another local authority or consultant to receive Tenders on its behalf pursuant to a joint procurement or contractual arrangement the process outline in 16.6.1 to 16.6.4 shall be followed save that the person in whose presence the Tenders shall be opened shall be at least two Proper Officers of equivalent standing to that of those within the Council referred to in 16.6.1 and 16.6.2.

16.7. Evaluation of Tenders and Correction of Errors

16.7.1 Tenderers must complete all parts of the Tender documentation required to be completed. Any omissions will render a Tender null and void with no further consideration given.

16.7.2 Wherever possible, Tender evaluation will be carried out by the Proper Officer. The Proper Officer will ensure that Tenderers are compared impartially and on the same criteria, with a view to securing the most economically advantageous Tender.

16.7.3 The Council shall exclude Tenderers where the Council has been made aware that a Tenderer is subject to the mandatory exclusion grounds pursuant

to Regulation 57(1)-(4) of the Regulations provided such exclusion is proportionate to the aims the contract is seeking to achieve and the Tenderer has not provided sufficient evidence that the Council is satisfied that it has taken steps to remedy the wrong “self clean”.

16.7.4 The Council may exclude Tenderers where the Council has been made aware that a Tenderer is subject to the discretionary exclusion grounds pursuant to Regulation 57(8) of the Regulations where the Council is satisfied that any of the situations in which the Tenderer was involved as set out in Regulation 57(8) would affect the ability of the Tenderer to fulfil its obligations under the Contract if it were awarded to the Tenderer.

16.7.5 All Tenders containing figures, including Bills of Quantities, shall be checked for arithmetical accuracy.

16.7.6 The Tenders received will be evaluated to ascertain the most economically advantageous tender (or lowest tender depending on the basis of evaluation set out in the tender documentation) paying particular attention to rates and prices, percentage adjustments, balancing items, ambiguities, qualifications and alternative offers.

16.7.7 If a Tender is found to contain ambiguities or arithmetical errors, the Tender total will be corrected and the Tenderer notified accordingly. If, in the Proper Officer 's opinion, any tendered rate is considered unrealistic, the Tenderer may be given the opportunity of confirming the rate or withdrawing the Tender. In order to preserve parity of tendering, amendment to Tender rates after submission of Tenders will not be permitted. If the Tenderer withdraws or the corrected Tender is no longer the most economically advantageous, the next most economically advantageous Tender will be examined and dealt with in the same way.

16.7.8 There will be no significant changes in the Specification in any dealings with Tenderers after Tenders have been opened. Where post-Tender negotiations are necessarily undertaken, no Tenderer will be given an opportunity to reconsider a Tender on the original Specification unless similar opportunities are given to all Tenderers.

16.7.7 Any changes which affect the original tendered sum(s) will be entered in the Tender Register, which will be signed by the Proper Officer.

16.7.8 The Proper Officer will compile a report on the evaluation of the Tenders contrasting the tendered amounts with the original estimate containing the information contained in Rule 16.7.9. This report will form the basis for acceptance of the preferred Tender to be reported to the Council and first having had the written approval of the Head of Resources.

16.7.9 The report to Council referred to in Rule 13.7.8 should include at least the following:

- 16.7.9.1 the full financial implications expressed as relevant financial values, particularly where this information may influence the decision which Members are invited to make;
- 16.7.9.2 whether the financial implications are to be funded by the Council or a third party;
- 16.7.9.3 whether the financial implications are to be accommodated from within existing budgets (default position) or whether additional funding is required (exception basis only).

16.8 Late or Incomplete Tenders

Late Tenders may not be considered but will be opened by the Proper Officer to ascertain the name of the Tenderer so that the Tenderer may be promptly informed.

16.9 Acceptance of Tenders

16.9.1 The Proper Officer may accept the most economically advantageous tender received on behalf of the Council provided that:-

- (i) It is within the approved estimate;
- (ii) The appropriate authority has been given by members
- (ii) The acceptance is reported to the Council as soon as is practicable

In all cases, the Proper Officer will cause a written record to be made recording the preferred Tenderer, along with the names of all Officers and Members involved in the decision making process.

16.9.2 The successful Tenderer will be notified promptly following the decision to accept its offer.

16.9.3 Where the most economically advantageous tender is outside the approved estimate provision the Proper Officer will either:-

- (i) Write to all Tenderers explaining the situation and giving them the opportunity to lower their Tenders to within the approved estimate; or
- (ii) Report to the Council requesting an increase in the estimate provision; or
- (iii) Report to the Council requesting authority to revise the Specification and seek new Tenders. If it is decided to re-tender, all previous Tenderers shall be asked to tender again and no Tenderers shall be given any information about any of the first Tenders.

16.9.4 Once the Contract has been let, all unsuccessful Tenderers will be notified of the results. The letter of acceptance will not seek to qualify the terms and amounts previously tendered by the Contractor.

16.9.5 Whilst a letter of acceptance establishes a legally binding Contract a formal written Contract signed by the Chief Executive, Strategic Director Corporate

Services or Head of Law and signed or sealed by the successful Tenderer is nonetheless required under these Contact Procedure Rules.

16.9.6 For Contractors who did not tender, a pro forma questionnaire may be sent to them inviting them to give reasons.

17. SUB-CONTRACTORS TO MAIN CONTRACTORS.

17.1 The Tender will require contractors or suppliers to indicate their proposed sub-contracting arrangements.

17.2 The contract to the contractor shall provide that contractors or suppliers are required to replace sub-contractors to whom the mandatory exclusion grounds pursuant to Regulation 57(1) apply.

17.3 The Tender will provide that the consent of the Council is required if the main Contractor intends to sub-contract.

18. LIQUIDATED DAMAGES.

18.1 Where the estimated amount of a Contract exceeds £50,000, provision may be made in the Contract for payment of liquidated damages or other compensation to be paid by the Contractor where the Contractor fails to complete the Contract within the time specified or fails to perform the contract in accordance with the Contract terms.

18.2 The methodology for calculating the amount of liquidated damages will be determined by the Proper Officer and set out in the tender documents.

19. PERFORMANCE BONDS.

19.1 Where the estimated amount of a Contract exceeds £50,000 in relation to Contracts for works and services the Proper Officer may require the Contractor to provide a Bond or other security. Any decision not to require a Bond will be recorded in writing.

19.2 If a Bond or other security, for example, retention, is deemed necessary, the amount will be at the discretion of the Proper Officer but will usually be at least 5% of the Contract sum

20. INSURANCE

20.1 Prior to letting a Contract, the Proper Officer will ensure that the Contractor holds adequate Insurance policies to include, where appropriate, Professional Indemnity Insurance and Public Liability Insurance, which will protect the Council's interests and cover all potential losses that may arise. An adequate

level of Insurance will be determined in consultation with the Head of Resources.

- 20.2. For Contracts of long duration, the Proper Officer will make and record such checks in consultation with the Head of Resources as are necessary to ensure that the Contractor's Insurance policies are still in force.

21. AVOIDANCE OF CORRUPT OR RESTRICTIVE PRACTICES

- 21.1 All Contractors submitting a Tender or request for inclusion on any Approved List will sign a Declaration that:-

- (i) They will not communicate the amount of the proposed Tender to anyone except the Council;
- (ii) They will not receive details of a proposed Tender from any other Contractor.
- (iii) They will not adjust the amount of a proposed Tender as a result of an arrangement with any person other than the Council;
- (iv) They will not agree with any other person:-
 - (a) The amount of the proposed Tender
 - (b) Not to tender.

- 21.2 If the Contractor breaches these conditions, the Proper Officer concerned will be informed so that relevant action can be taken to include reporting to the Council.

22. ASSIGNMENT

All Contracts will include provision preventing assignment of Contracts except with the written permission of the Council.

23. FREEDOM OF INFORMATION AND DATA PROTECTION

- 23.1. All Contracts will include a provision:

23.1.1. That the Contractor shall comply with the provisions of the Data Protection Act 1998 (as amended from time to time) and shall indemnify the Council against any loss, damage or expenses which may be incurred as a result of any breach;

23.1.2. That the Contractor will follow all procedures and controls and safeguards as determined by the Council if accessing any data in accordance with the Contract that is subject to the provisions of the Data Protection Act 1998 (as amended from time to time);

23.1.3 That the Contractor will consent to disclosure of any information contained in the Contract where such disclosure is required under the Freedom of Information Act 2000 (as amended) or such other statute having like effect or

to the Council's Auditors, H M Inspector of Taxes, H M Custom and Excise and any other person or bodies having a right, duty or obligation to know the Council's business.

24. COUNCIL'S WHISTLE BLOWING POLICY

- 24.1. The Contractor's attention should be drawn to the Council's Whistle Blowing Policy which can be found on the Council's website which is intended to encourage and enable Council Staff as well as staff of suppliers and contractors or organisations providing goods and services to the Council to raise serious concerns with the Council.
- 24.2 The Whistle Blowing Policy provides a mechanism should the Supplier have concerns that the Council:
- (i) has acted unlawfully;
 - (ii) is or has provided a service falling below established standards;
 - (iii) committed an act of impropriety;
 - (iv) put the health and safety of people at risk.

25. CANCELLATION AND DETERMINATION

- 25.1 All Contracts will include provision stating that the Council may cancel the Contract and recover from the Contractor any loss arising from the cancellation, if it is proved that the Contractor or any person employed by him has received or offered any consideration other than that properly due under the Contract.
- 25.2 In the event of the Proper Officer considering it necessary to determine a Contract, the Proper Officer will discuss the proposed course of action with the Head of Law and the Proper Officer will submit a report to the Council.

26. COMPLIANCE WITH BRITISH STANDARDS AND QUALITY OF WORK, GOODS, ETC

- 26.1 All Contracts will require that all works carried out or goods supplied conform to the current British Standard Specification or Code of Practice or European equivalent, if such exists.
- 26.2 Reference will be made in Contract documentation to specific British Standards or European Standards as appropriate to more clearly define the scope of the Contract.
- 26.3 Arrangements must be made to check work done and supplies received and Contractors must be notified of defects immediately in writing. Payment should not be made for defective works or supplies.

- 26.4 When preparing specifications care should be taken to ensure that such specification is not so prescriptive to lead any potential Tenderer to the view that the Council has a preference for a particular supplier.

27. EQUALITY

All contracts will require the Contractor to positively promote equality and to comply with the Council's equality policies including contributing to the Council fulfilling its legal obligations under equality legislation.

28. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 28.1 The Council has a statutory obligation to co-operate with Essex County Council in discharging its duties in relation to children's services and to promote the well-being of children and young people. Essex County Council is also the lead agency for the protection of vulnerable adults. The Council has adopted a Safeguarding Policy for Children, Young People and Vulnerable Adults and in procuring services the Council shall ensure that contractors and suppliers are aware of the Council's statutory obligations and where appropriate will be subject to CRB checks. When procuring services the Council shall:

- 28.1.1. ensure that all contractors and suppliers appointed by the Council are made aware of the Council's safeguarding policy and
- 28.1.2 that those contractors or suppliers providing "regulated activities" or have been identified as providing direct services to children or vulnerable adults where appropriate are CRB checked;
- 28.1.3 all procurement processes specifically identify whether services are providing "regulated activities" or services direct to children and/or vulnerable adults and if so CRB checks are undertaken in relation to staff employed by contractors or suppliers where appropriate.

29. ARBITRATION/ALTERATIVE DISPUTE RESOLUTION

- 29.1 The contract will provide that the law governing the contract shall be the law of England.
- 29.2. The contract will provide that any dispute between the Council and the Contractor which is incapable of resolution by negotiation shall be referred to a single arbitrator to be agreed by the Council and the Contractor, or in default thereof to be nominated by the President for the time being of The Law Society or such appropriate body.

30. APPOINTMENT OF CONSULTANTS.

- 30.1 Consultants will only be used if, in the opinion of the Proper Officer the work cannot be handled by Council Officers.
- 30.2 Appointment of Consultants shall be made having regard to Rule 2 as to Best Value and the financial thresholds contained in Rules 4.1 and 4.2 above and compliance with the relevant Rules in relation to those financial thresholds
- 30.3 The appropriate Professional Institution or Trade Association will be contacted to verify a Consultant's qualifications prior to their engagement.
- 30.4 The Council must have resolved to support a Project in principle before Consultants are appointed. A note will be placed on each Project's file stating:-
- (i) Why it was necessary to use an external Consultant;
 - (ii) The brief for the project;
 - (iii) The brief for selecting the Consultant and how this was met;
 - (iv) Those Officers involved in the selection process
- 30.5 Where Consultants are employed by the Council, the Proper Officer will ensure that the requirements of Rule 30.6 below are written into the terms of their engagement and will verify that this has occurred.
- 30.6 Any Consultant who is to be responsible for supervising any stage of the Contract process on behalf of the Council will:-
- (i) Comply in all respects with the Council's Contract Procedure Rules and Financial Procedure Rules and Regulations, Council Project Management Handbook and Council's Procurement Strategy;
 - (ii) Hold, where appropriate an adequate level of Professional Indemnity Insurance to cover any potential loss that may arise;
 - (iii) Produce all records maintained by them relating to the Contract to the Proper Officer whenever requested during the currency of the Contract;
 - (iv) Pass all relevant records to the Proper Officer on completion of the Contract;
 - (v) Report to the Proper Officer when requested to do so during the currency of the Contract.
- 30.7 For all types of Consultants, the Proper Officer will:-
- (i) Ensure that consultancies can be properly funded, within an approved budget and expenditure code;
 - (ii) Provide a written report to the Council's Head of Resources prior to appointment of the Consultant setting out:
 - a. Why it is necessary to use an external Consultant;
 - b. A summary of the project;
 - c. Brief for selecting the Consultant and how this was met;
 - d. Those Members and Officers involved in the selection process
 - (ii) Consider the kind of Contract and how payments will be made;

- (iii) Draw up a written Contract with any Consultants employed;
- (iv) Appoint a project Officer to manage and monitor each consultancy project in accordance with the Council's Project Management Handbook;
- (v) Ensure that all documentation relating to a proposed consultancy is drawn up in consultation with the Council's Head of Law;
- (vi) Comply with the Council's Project Management Handbook.

30.8 When grants are awarded to outside bodies for feasibility studies, the Organisation concerned will be responsible for appointing and monitoring the Consultants. Grant funded projects agreed by the Council should proceed without variation to the brief which would result in the Council incurring extra costs.

31. EXCEPTIONS.

31.1 In rare circumstances Contract Procedure Rules relating to Contracts will not apply if:-

- (i) The Proper Officer is satisfied that there is no genuine competition. For example, where:-
 - (a) The goods or materials are proprietary articles or are sold only at a fixed price and no satisfactory alternative is available;
 - (b) The price of goods, materials or services is wholly controlled by Trade organisations or Government order;
 - (c) The goods, materials or services are required for repairing, updating or servicing existing specialist plant or equipment;
 - (d) The work is to be carried out by public service providers, e.g. gas, water, electricity.
- (ii) The proposed Contract for the execution of work forms part of a serial programme, the terms having been negotiated with the Contractor on the basis of the rates and prices contained in an initial Contract awarded competitively following an invitation to tender in accordance with the provisions of Rule 16 above.
- (iii) The goods, materials or services are required due to an emergency;
 - (a) The Proper Officer can take action pursuant to Rule 3.7 above;
 - (b) Emergency action must be taken only following consultation with the Head of Resources and the Head of Law whose views must be sought and obtained in writing;

- (c) It is the responsibility of the Proper Officer to be satisfied that the circumstances are sufficient to be classified as an emergency pursuant to these Contract Procedure Rules.
- (iii) The Proper Officer considers that significant financial loss or damage to the image or reputation of the Council may be incurred if the letting of the Contract is delayed.
- (iv) The value of the contract is below the Low Threshold and it is highly likely that any financial savings and quality changes would be marginal but disruption to services through change of provider would be significant.

In all cases the Proper Officer should be satisfied that the Council is achieving Best Value even when procuring goods, materials or services using an exemption under these Contract Procedure Rules.

In all cases the Proper Officer shall determine when an exception applies in consultation with the Head of Law or Head of Resources providing details as follows:

- (i) Description of procurement
- (ii) Date of consideration
- (iii) Proper officers name and role
- (iv) Reason for applying the exception
- (v) A statement that the Proper Officer considers that the exception applies
- (vi) Approval/non-approval by the Head of Law or Head of Resources
- (vii) Date of Approval/non-approval by the Head of Law or Head of Resources

The Proper Officer shall be responsible for retaining a record of all exceptions.

- 31.2 Where the Council carries out work using a standard form of Contract (e.g. Institution of Civil Engineers Conditions of Contract) procedural requirements may differ slightly to those laid down in these Contract Procedure Rules.
- 31.3 The Council may directly award a contract to another public body provided the conditions referred to in Regulation 12 of the Regulations are met
- 31.4. The Council may enter into a shared services arrangement or delegate functions and services pursuant to the Local Government Act 1972 with another public body

32. PROJECT CONTROL

The Proper Officer shall be responsible for ensuring that all Projects comply with the Council's Project Management Methodology, as contained within the Council's Project Management "Easy Read" Guide Handbook.

33. PREVENTION OF BRIBERY

- 33.1 Every Contract must include a clause allowing the Council to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation if the contractor has:-
- (a) directly or indirectly offered, promised or given any person working for or engaged by the Council a financial or other advantage to:
 - i. induce that person to perform improperly a relevant function or activity; or
 - ii. reward that person for improper performance of a relevant function or activity;
 - (b) directly or indirectly requests or agrees to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the contract
 - (c) commits any offence:-
 - i. under the Bribery Act 2010;
 - ii. under legislation creating offences concerning fraudulent acts;
 - iii. at common law concerning fraudulent acts relating to the Contract or any other contract with the Council; or
 - iv. defrauding, attempting to defraud or conspiring to defraud the Council

34. ELECTRONIC PROCUREMENT

The Council is actively engaged in encouraging use of electronic service delivery and in administration of its functions. The Council will keep under review electric procurement to facilitate “e” government programme.

35. PARTNERSHIPS

- 35.1 For the avoidance of doubt when the Council is involved in a partnership where there is consideration payable to the Council or on behalf of the Council then the Council Contract Procedure Rules will apply as for any other Contract. However the Council may waive these Contract Procedure Rules where compliance could jeopardise the Council’s corporate objectives and priorities as identified in the Council’s Corporate Plan.
- 35.2 Where the Council on its own is involved in a joint working arrangement with a Contractor (e.g. IT Contract) these Contract Procedure Rules apply but to facilitate partnership negotiations and openness the process prior to tender may provide for flexibility subject to Council’s approval (2 stage approach) and in cross reference with the Council’s Partnership Strategy.
- 35.3 No waiver of the Council’s Contract Procedure Rules will be made in relation to Partnerships other than by Resolution of Full Council.

35.4 The Council is subject to increasing expectations of probity, transparency and scrutiny. The Council, its officers and elected members have to comply with a wide range of statutory provisions and non-statutory requirements (eg codes of practice etc). The Council expects the same of its partners whether they are from the voluntary or business sectors. Accordingly all partner organisations are expected to meet the same levels of governance standards as the Council itself such as employment of staff who work with the utmost integrity and do their best for the people they serve and Partners who ensure that public funds are used to the best effect and never misused and to understand and act in accordance with the Nolan Principles.

36. FRAUD & CORRUPTION

36.1 The Council is committed to an effective anti-fraud and corruption strategy which is designed to:

- (i) encourage prevention;
- (ii) facilitate detection;
- (iii) provide prompt investigation.

36.2 The Council's anti-fraud and corruption procedures are designed to frustrate any attempted fraudulent or corrupt act and cover:

- (i) values and commitment;
- (ii) prevention;
- (iii) detection and investigation;
- (v) training.

36.3 As the Council's affairs are open to scrutiny by a variety of external bodies and people including:

- (i) An external Auditor;
- (ii) The Public via the Council's Complaints procedure;
- (iii) Local electors via the Annual Inspection of Accounts;
- (iv) The Business Community via the Annual business Consultation;
- (v) Her Majesty's Revenues & Customs;
- (vi) Dept for Works and Pensions.

36.4 The Council through its Internal or External Auditors may request information relating to the Contract pursuant to the provisions of Rule 36.3 above and Contracts entered into by the Council shall provide that contractors, suppliers or consultants shall provide the Council's Internal or External Auditors with the information forthwith upon request.

ⁱ Public Contracts Regulations 2015

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- ii Threshold set as at January 2016
 - iii Threshold set as at January 2016
 - iv Threshold set as at January 2016
 - v Threshold set as at January 2016
 - vi Threshold set as at January 2016