



THE CITY COUNCIL OF BRISTOL

PROCUREMENT RULES

Aug 2021

Version	1.31
Date	Aug 2021
Page	1 of 25

CONTENTS

SECTION 1	INTRODUCTION.....	3
	Background.....	3
	General Principles.....	3
	When the Rules do not apply.....	5
	Compliant Exceptions.....	6
	Standards, Breaches and non-compliance.....	6
SECTION 2	KEY FINANCIAL & PROCUREMENT THRESHOLDS.....	8
	General.....	8
	Observance of Thresholds.....	8
	Authorisation and approvals Stages.....	8
SECTION 3	KEY PROCESSES AND OTHER CONSIDERATIONS.....	11
	Background.....	11
	Due Diligence.....	11
	Timescales.....	11
	Preliminary Market Consultation.....	11
	Advertising Opportunities.....	12
	Procurement Clarifications.....	12
	Evaluation.....	12
	Opening of Quotations / Tenders.....	12
	Contract Award.....	13
	Application of the Light Touch Regime.....	13
	Contracts and documentation.....	14
	Contract Extensions and Variations.....	15
	Contract Management.....	15
	OTHER MATTERS AND CONSIDERATIONS.....	17
	Frameworks and Dynamic Purchasing Systems (DPS).....	17
	State Aid.....	17
	Provision of Art.....	17
	Bonds and Parent Company Guarantees.....	17
SECTION 4	Roles and Responsibilities.....	18
SCHEDULE 1 –	DEFINITIONS.....	21
SUMMARY OF	PROCEDURAL NOTES.....	24
KEY LINKS.....		25

Version	1.31
Date	Aug 2021
Page	2 of 25

SECTION 1 INTRODUCTION

Background

- 1.1. The City of Bristol Council (the Council) is accountable to the public for the way it spends public funds, ensuring efficient, effective and economic delivery of services and maximising the benefits available from the budgets and activity which supports the Council's strategic objectives. These Procurement Rules (the Rules) set out the Rules that must be followed by the Council for:
 - i. The procurement of Supplies, Services or Works and / or,
 - ii. The award of any Concession.
- 1.2. The Rules are complemented with supporting Procedural Notes and guidance which must be adhered to unless otherwise approved by the Head of Strategic Procurement and Supplier Relations. These documents will be periodically reviewed and amended in consultation with Legal Services and the Section 151 Officer where appropriate, to reflect changes in law, corrections etc.
- 1.3. In the case of Concessions, reference should be made to the **Procedural Note: Concession Contracts** and the associated Concession Contracts Regulations 2016 (**CCR**).
- 1.4. At the time of formal adoption due relevance to existing legislation was taken into account and would need due consideration on any subsequent related equivalent changes that may occur (e.g. changes in regards to EU status).

General Principles

- 1.5. These Rules constitute the Council's standing orders in respect of third party contracts for the purposes of section 135 of the Local Government Act 1972:
 - i. To ensure that the Council complies with its legal obligations regarding the procurement of Supplies, Services and Works;
 - ii. To ensure that the Council obtains Value for Money and Best Value;
 - iii. To prevent corruption or the suspicion of it;
 - iv. To ensure fairness and equality of treatment of all suppliers, avoidance of bias, favouritism and that fairness can be demonstrated through an audit trail and;
 - v. To promote social value, including the local economy and environmental sustainability, to the extent that it is legally permitted.

Version	1.31
Date	Aug 2021
Page	3 of 25

- 1.6. All contracts must be let in accordance with:
- i. applicable UK and European Union legal requirements (including the [PCR](#) and [CCR](#) and the principles of transparency, equal opportunity and non-discrimination set out in the Treaty on the Functioning of the European Union ('**TFEU**'));
 - ii. these Rules and the Constitution (including the Financial Regulations and scheme of delegation;
 - iii. on the Council's terms and conditions. Where this is not possible or departure is being considered a clear note on why it is not possible to be noted for audit purposes. Depending on nature of risk / complexity Legal Services shall be consulted ahead of any formal decision.
- 1.7. For all Supplies or Services procurement related to Financial, Legal or ICT these should not commence without prior approval from the Service Director with responsibilities for those functions.
- 1.8. The Council's procurement process shall:
- i. Comply with the Council's Social Value Policy and associated supply chain standards and initiatives;
 - ii. Seek to reduce disadvantage, advance equality and promote community cohesion as defined in the Equality Act 2010;
 - iii. Make every effort to promote local business including Small and medium-sized enterprises (SME).
- 1.9. No Contract shall be made unless:
- i. There is a statutory power to do so;
 - ii. It can be demonstrated that it represents Value for Money;
 - iii. The necessary authorisation has been obtained in accordance with the Constitution and decision pathway.
- 1.10. In addition, where a procurement is to be undertaken it should:
- i. Ensure that the whole needs of Council are considered and wherever possible taken into account;
 - ii. Take into consideration opportunities to benefit from collaboration or using existing compliant contracts.
- 1.11. In the event of Contracts where the Council is entering into a contract to be funded from the Council's delegated schools grant the Schools Forum must be given an opportunity to comment and give views.

Version	1.31
Date	Aug 2021
Page	4 of 25

When the Rules do not apply

- 1.12. These Rules do not apply to:
- 1.13. Service contracts excluded under Regulation 10 of the Public Contracts Regulations 2015 (**PCR**), including but not limited to:
- i. Contracts regarding the purchase or lease of property, acquisition, disposal, transfer of land, or any interest in land which includes licenses (for which the Council's Corporate Land Policy shall apply);
 - ii. Legal costs (including all associated costs and fees) in connection with legal proceedings (including tribunals, inquiries, civil or criminal court proceedings);
 - iii. Treasury Transactions as outlined within the Treasury Management Strategy.
- 1.14. Contracts awarded under the PCR 12(1) (formerly referred to as the Teckal exemption);
- 1.15. Contracts awarded under PCR 12(7) (e.g. establishing or implementing a public contract with another public sector entity).
- 1.16. Contracts for employment which make an individual a permanent or interim employee of the Council (for the avoidance of doubt this exemption does not apply to the appointment of consultants);
- 1.17. Non-contractual funding arrangements (including Grant agreements under which the Council gives a Grant to third parties) provided that the terms of the funding arrangements do not constitute a contract (rather than a Grant);
- 1.18. Specific licencing requirements (such as TV Licence or Public Entertainment Licence) or subscriptions to national organisations (such as the Local Government Association: LGA);
- 1.19. A contract for or on behalf of a school with a delegated budget, where the contract has been procured in accordance with the school's own formal procurement and contractual rules;
- 1.20. Contracts for the execution of either Works or provision of Supplies or Services which must be provided by Statutory Undertaker other than the Council. This includes, but is not limited to, arrangements with a utilities provider, where the Council has no discretion regarding whether Works are required or who must deliver them;

Version	1.31
Date	Aug 2021
Page	5 of 25

- 1.21. Disposal of supplies deemed surplus to the Council needs;
- 1.22. The **Procedural Note: Social Care and Education Placements** applies in the situation of social care services and related services (e.g. fostering placements) for vulnerable adults or young people and where there is either,
- i. the right for the service user choice around provision;
 - ii. a panel or tribunal led placement decision;
 - iii. a judicial review or other court or tribunal decision directing the placement and / or;
 - iv. allowance under PCR, in-line with the Council's obligations under legislation governing care, support and / or education of children or adults
- 1.23. In the event of a genuine emergency or a major disaster involving immediate risk to persons, property or serious disruption to Council services or significant financial loss, these Rules would not apply to the extent necessary to deal with the immediate risk.
- 1.24. Once the immediate risks of that genuine emergency or major disaster has been duly mitigated, any follow up actions which would typically be subject to these Rules should look to comply with the Rules as soon as practically possible following this.

Compliant Exceptions

- 1.25. It should be the default position to obtain best value through competition, as described in the Rules, unless there are compelling reasons not to do which are compliant with relevant national legislation and European Union laws. The **Procedural Note: Modifications, Compliant Exceptions, Deviations and Breaches** must be applied in these instances.
- 1.26. When considering a Compliant Exception, it must be done in a manner that ensures the best interests of the Council are being secured.
- 1.27. Note that the approval of a Compliant Exception does not preclude the need to formalise any necessary approvals and administration, for example, the creation of purchase orders and a formal contract.

Standards, Breaches and non-compliance

- 1.28. Compliance with these Rules is mandatory.

Version	1.31
Date	Aug 2021
Page	6 of 25

- 1.29. Those with responsibility for fulfilling their duties in line with the Rules are required to maintain ongoing knowledge and awareness to ensure compliance.
- 1.30. It will be the responsibility of Officers (including those with line management responsibilities) to address non-compliance swiftly and in the most appropriate way according to the circumstances.
- 1.31. Means of reporting concerns can also be raised anonymously in line with the Council's Whistleblowing Policy – [whistle-blowing-policy](#)
- 1.32. Failure to comply with these Rules may constitute a disciplinary matter that may be pursued as appropriate, in accordance with the relevant Human Resources Policy Framework.
- 1.33. A Councillor or Officer must not seek or receive any bribe, gift or inducement of any kind. Any Councillor or Officer who has either been offered a bribe, gift or inducement, or is aware or suspects that another Councillor or Officer has been, shall report it to the Chief Internal Auditor or the Director: Legal Services.
- 1.34. If a Councillor or Officer is or could be in a position where somebody with whom they have a family, personal or financial relationship might bid for a contract, they must not be involved in any way in the procurement exercise or seek to influence it. Officers and Councillors shall be aware of the requirements of the appropriate codes of conduct and must declare any direct or indirect interest in accordance with the law and such codes.
- 1.35. Officers should follow the Code of Conduct for Employees and relevant authorisations.
- 1.36. Councillors are not permitted to form part of the process once a procurement exercise is active and must ensure that their actions do not compromise or impact on the due process that has been set out.
- 1.37. Further details regarding Breaches of the Rules and their consequences can be found in the **Procedural Note: Modifications, Compliant Exceptions, Deviations and Breaches**

Version	1.31
Date	Aug 2021
Page	7 of 25

SECTION 2 KEY FINANCIAL & PROCUREMENT THRESHOLDS

General

- 2.1. Before undertaking a new procurement, the following approaches should be used in the first instance:
- i. Use of internal Council service(s);
 - ii. Use of an existing corporate Contract (including Teckal arrangements).
- 2.2. All of the above should take into account the wider principles of these Rules.

Observance of Thresholds

- 2.3. The value for a proposed Contract must be a genuine pre-estimate and must be based on the total aggregated value over the life of the Contract, including any provision for extension(s).
- 2.4. Where there is a requirement for similar Supplies, Services and / or Works, this spend should be aggregated to ensure compliance with the PCR in particular Regulation 6. There shall be no disaggregation of requirements from across the Council in order to avoid the thresholds.
- 2.5. The **Procedural Note: Financial Value Calculations and Authorisation Paths** should be followed when determining which threshold applies in particular circumstances.

Authorisation and approvals Stages

- 2.6. Approvals and authorisations shall be made at four key stages (Sign Off Approvals):
- i. Stage 1 – Determining the appropriate Route to Market (Business case sign off)
 - ii. Stage 2 – Confirmation of Award Decision
 - iii. Stage 3 – Contract Variations / Extensions
 - iv. Stage 4 – Benefits Realisation (for Significant Contracts)

Version	1.31
Date	Aug 2021
Page	8 of 25

Table 1 Key Financial Thresholds & Procurement Procedures

ACTIVITY	UP TO £5k	Over £5k to £25k	Over £25k to £250k (Works only) or to relevant OJEU Threshold (Services, Supplies, Concessions or Light Touch Regime)	Over £250k (Works) or over relevant OJEU threshold (Services, Supplies, Concessions or Light Touch Regime)
Tender process (as a minimum)	Obtaining at least one Quotation (preferably written), wherever possible from local / SME supplier	Seek as a minimum one Quotation (preference for three) via email from appropriate suppliers. This must include local / SME supplier wherever possible	Seeking a minimum of three Quotations where possible with one of the three quotes from local / SME suppliers or formal compliant tender procedure	Formal compliant tender procedure
Formal Advertising / Publication of opportunity and award	Optional	Optional	Yes Contracts Finder (award only)	Yes – OJEU* and Contracts Finder
Contract published on Contract Register?	Not required	Yes	Yes	Yes
Use of electronic Tendering System?	Optional	Optional – unless approach is not taken then eTendering required	Yes	Yes
Application of a Compliant Exception (see Procedural Note: Modifications, Compliant Exceptions, Deviations and Breaches)	Not required but necessary records to be kept for audit purposes	Not required but necessary records to be kept for audit purposes	Yes – in line with Scheme of Delegation	Yes – in line with Scheme of Delegation
Strategic Procurement and Supplier Relations Service engaged	Optional	Optional	Yes	Yes

Notes:

*Not required for Works below threshold.

Where possible all quotations should be confirmed in writing for audit purposes. Where a quotation from a local supplier is not possible, the reasons must be recorded for audit purposes.

Official Journal of European Union (OJEU) Thresholds: [here](#) (see “Other Contracting Authorities”).

Version	1.31
Date	Aug 2021
Page	9 of 25

Table 2 Authorisations, approvals and Contract signatory

VALUE LEVEL	METHOD/APPROACH	AUTHORISATION POINT
Up to £25,000	Relevant means for audit purposes as needed, e.g. emails, etc.	Budget Holder (or Officer delegated by Budget Holder)
In excess of £25,000, but not more than £100,000	1) Formal Authorisation carried out between authorisation points in line with decision pathway	Head of Service (or Officer with authority delegated by the Budget Holder) and Head of Strategic Procurement and Supplier Relations Service (or Officer delegated by Head of Strategic Procurement and Supplier Relations Service)
In excess of £100,000, but not more than £250,000 ■ Note: OJEU Supplies / Services Threshold within this value level	1) Formal Authorisation carried out between authorisation points in line with decision pathway 2) Completion of Officer Executive Decision (OED) form for record of decision (within 5 days of decision)	Service Director (following consultation with the Budget Holder and relevant executive member) and Head of Strategic Procurement and Supplier Relations Service (or Officer delegated by Head of Strategic Procurement and Supplier Relations Service)
In excess of £250,000, but less than £500,000	1) Formal Authorisation carried out between authorisation points in line with decision pathway 2) Completion of Officer Executive Decision (OED) form for record of decision (within 5 days of decision)	Executive Director with approval of the Section 151 Officer (with consultation of Head of Strategic Procurement and Supplier Relations Service) and relevant executive member(s)
£500,000 and above, but not more than £1m ■ Note: OJEU Social and other specific services Threshold within this value level	Cabinet Report (Note: OED form required where delegation has previously been approved, e.g. approved route to market but delegation to award)	Cabinet approval
Over £1m ■ Note: OJEU Works Threshold within this value level	Cabinet report (Note: OED form required where delegation has previously been approved, e.g. approved route to market but delegation to award)	Cabinet approval

SECTION 3 KEY PROCESSES AND OTHER CONSIDERATIONS

Background

- 3.1. The following section provides a summary of key areas to consider when assessing procurement implications and / or undertaking a procurement process.

Due Diligence

- 3.2. Relevant subject matter experts (e.g. service area teams, Legal Services, Finance, IT, Property, Information Security, Data Protection, etc.) are to be consulted at appropriate times during the procurement process.
- 3.3. Prior to their involvement in a procurement activity, Officers (including those involved in the development specifications through to being part of an evaluation team) are required to sign a declaration any conflict / interest form, outlining any direct or indirect interest, canvassing and confidentiality matters. The completed form should be retained as part of the Contract records.

Timescales

- 3.4. Documenting specifications clearly and accurately is critical to achieving the right long-term outcomes for the Council so Officers should dedicate sufficient time for this activity.
- 3.5. Timescales for submission of tenders / quotations shall be reasonable, sufficient and proportionate in order to enable suppliers to submit a suitable response in order to facilitate genuine competition and compliance with the relevant PCR requirements.
- 3.6. Where the procurement is a re-tender it is essential to put in place necessary and appropriate time in advance to ensure continuity of service.

Preliminary Market Consultation

- 3.7. Where relevant and proportionate to do so, preliminary market consultation is permitted and encouraged with the intention of informing the procurement process and potential suppliers. Where such consultation takes place, care shall be taken that it is in line with the PCR and in particular Regulations 40 and 41.

Version	1.31
Date	Aug 2021
Page	11 of 25

Advertising Opportunities

- 3.8. Publishing of quotation / tender opportunities shall be in line with Table 1 Key Financial Thresholds & Procurement Procedures. The primary means of advertising shall be via Contracts Finder, any associated Portal in connection with the Council default eTendering System and for those subject to the PCR and the Official Journal of the European Union.
- 3.9. Advertising of Contracts subject to the PCR shall be in line with the requirements of the PCR and in particular Regulations 49 and 50 plus Regulation 106 in relation to Contracts Finder.

Procurement Clarifications

- 3.10. Where Quotations/Tenders are placed via the Council's eTendering System, clarifications on the procurement are only permitted via that System.
- 3.11. Discussions with tenderers after submission of a Tender and before the award of a Contract, with a view to obtaining adjustments in price, delivery or content (i.e. post-tender negotiations) is generally not be permitted. If this is considered necessary then advice must be sought from Legal Services.
- 3.12. Planned and structured supplier contact in the form of a Bidder's day or dialogue / negotiation as part of a prescribed procedure are permitted.

Evaluation

- 3.13. Quotations / Tenders will be evaluated in accordance with the evaluation criteria disclosed in the published procurement documents.
- 3.14. In setting criteria and in the evaluation of quotes/tenders, reference should be made to the accompanying evaluation guidance.

Opening of Quotations / Tenders

- 3.15. In line with Table 1 Key Financial Thresholds & Procurement Procedures, Quotations / Tenders are submitted via eTendering System and will be transmitted by electronic means. Quotations and Tenders submitted by electronic means shall ensure that:
- i. evidence that the transmission was successfully completed is obtained and recorded through the system, and;
 - ii. Quotations / Tenders are not opened until the deadline has passed for

Version	1.31
Date	Aug 2021
Page	12 of 25

receipt of tenders.

- 3.16. Quotations / Tenders received after the specified date and time must be assessed in line with **Procedural Note: Late Submissions**.
- 3.17. Where information is felt to be missing or omitted in a Quotation / Tender then reference should be made to **Procedural Note: Missing or Omitted Materials in a Tender**.
- 3.18. Where the electronic Tendering System is not used in relation to a quotation process, an audit trail shall be put in place in order to uphold the principles as set out in the Rules. A record shall be made of the Quotations received including names, addresses and the date and time of opening.

Contract Award

- 3.19. Where a Contract is awarded with a value of above £25,000 the following information shall be published on Contracts Finder: name of contractor; date on which Contract entered into; value of Contract; whether contractor is a SME or voluntary and community vector enterprises (VCSE).
- 3.20. For all Contracts subject to the PCR, Contract Award Notices shall take into account any requirements and conditions around Standstill Period, in line with Regulation 87 and an individual contract report is to be completed in line with regulation 84 of the PCR.

Application of the Light Touch Regime

- 3.21. Under the PCR the Council can apply flexibility to the approach and procedures for certain Services. A list of services to which the Light Touch Regime applies can be found in [Schedule 3](#) of the PCR.
- 3.22. The Light Touch Regime only applies to Contracts over the [PCR stated threshold](#).
- 3.23. Although the use of the flexibility permitted by the Light Touch Regime is encouraged, the principles of the TFEU still apply, meaning that the procurement procedures and the award of Contracts shall be fair, transparent and non-discriminatory.
- 3.24. Application of the Light Touch Regime does not negate requirements to comply with these Rules and follow the Council's formal decision-making process.

Version	1.31
Date	Aug 2021
Page	13 of 25

Contracts and documentation

- 3.25. All Contracts shall be executed by an Officer with authority to do so under the Council's scheme of delegations.
- 3.26. The use of electronic signatures is permitted provided a process has been established and approved by Legal Service.
- 3.27. Subject to 3.28, a Contract must be executed as a deed when one or more of the following situations exist:
- i. The Contract relates to a construction project (whether a Contract for Works or a Contract for Services) where the overall value of the Works or Services is greater than £500,000;
 - ii. Contracts for Works below the value of £500,000 where there is a risk of latent defects;
 - iii. Where it is particularly complex or high risk;
 - iv. Where it is a mortgage or charge;
 - v. Where it is for the acquisition or disposal of an interest in land;
 - vi. Where it is an appointment of a trustee, and/or;
 - vii. Where it is a power of attorney.

Additional guidance on the use of deeds can be found in the **Procedural Note: Execution as a Deed**

- 3.28. Notwithstanding the above, there is no requirement for a Contract to be executed as a deed where the Monitoring Officer has determined that a deed is not required.
- 3.29. The formal advice of a Legal Officer must be sought for a Contract that includes one or more of the following features:
- i. Where the Contract Value is greater than the EU Threshold for Services and Supplies and greater than £250,000 for Works;
 - ii. Where it involves financial lease arrangements;
 - iii. Where it is proposed to use a contractor's own terms;
 - iv. Where it is particularly complex or high risk;
- 3.30. Where payment in advance is required then formal written approval of the S151 Officer is also required. In the event of industry standards leading to a

Version	1.31
Date	Aug 2021
Page	14 of 25

common accepted practice of advance payments (e.g. software licences) this would only need to be sought once.

- 3.31. All Contract formalities must be concluded before the supply, service or works begin, bar in exceptional circumstances, and then only with the written approval of a Legal Officer. All related parent company guarantees and/or bonds should be delivered in accordance with the Contract/Tender.
- 3.32. The Officer responsible for securing signature of the Contract must ensure that the person signing for the other contracting party has authority to bind it. Cases where this is uncertain must be referred to legal services.

Contract Extensions and Variations

- 3.33. Extensions or variations to existing contracts must be made in line with the **Procedural Note: Modifications, Compliant Exceptions, Deviations and Breaches** and the **Procedural Note: Financial Value Calculations and Authorisation Paths**.
- 3.34. If the particular circumstances of an extension or variation are not covered by these Procedural Notes, guidance should be sought from the Strategic Procurement and Supplier Relations Service, with confirmation sought from a Legal Officer (where required) that the variation or extension does not conflict with EU and UK procurement law. Additional guidance from the Crown Commercial Service is available [here](#).

Contract Management

- 3.35. Contract management must be an integral part of the consideration when seeking to award a new Contract. This will include establishing dedicated contract managers and contract management systems that are aligned to contract and corporate objectives, Value for Money and performance improvement.
- 3.36. Payments shall be made in accordance with the contract and in a timely manner so as to avoid the payment of any interest charges.
- 3.37. During the life of a Contract, the contract manager must monitor the Contract in line with any approved Contract management framework
- 3.38. If a contractor fails to comply with any of the provisions of a Contract, the contract manager must try to secure compliance. Proper records must be kept regarding Contract failings and any corrective measures put forward. If

Version	1.31
Date	Aug 2021
Page	15 of 25

this is not successful, the matter should be referred promptly to the Strategic Procurement and Supplier Relations Service and their advice sought as to what action should be taken to protect the Council's interests.

3.39. Where practicable, all Contracts should contain a dispute resolution procedure. If a contractor raises a dispute which is not clearly within the terms of a contract, the contract manager must not negotiate a settlement until the claim has been referred to:

- i. A Legal Officer for advice about the Council's legal liability, and,
- ii. The Section 151 Officer for advice about the financial implications.

Version	1.31
Date	Aug 2021
Page	16 of 25

OTHER MATTERS AND CONSIDERATIONS

Frameworks and Dynamic Purchasing Systems (DPS)

- 3.40. Framework Agreements and DPS can be set up internally to procure batches of similar Supplies, Services or Works which the Council expects to need over a period of time, but has no certainty as to what sort of quantity or details it may require.
- 3.41. The use of a Framework Agreement or DPS set up by a third party must be approved by Strategic Procurement and Supplier Relations service, who will seek advice from Legal where necessary. This is to ensure that the framework is both the most appropriate route and that it is open for the council to use.
- 3.42. All Framework Agreements and DPS must be awarded, set up and managed strictly in accordance with the Public Contracts Regulations 2015, where applicable.
- 3.43. All call offs must be in accordance with the terms of relevant framework agreement.
- 3.44. In looking to establish a Framework or DPS, due consideration must be given to sub-dividing the contract into lots and the reasoning provided where it is decided that this is not appropriate.

State Aid

- 3.45. State Aid must be considered in situations or circumstances where the proposed arrangement may provide an advantage through state resources on a selective basis to any organisation(s) that could potentially distort competition and / or trade in the European Union (EU).

Provision of Art

- 3.46. Where the Council is seeking to acquire or commission the creation of a unique work art or an artistic performance then the **Procedural Note: Acquisition and Commissioning of Art** shall be followed.

Bonds and Parent Company Guarantees

- 3.47. As part of the overall due diligence consideration should be taken as to the necessity or otherwise around seeking a Bond or Parent Company Guarantee based on strategic risk. The **Procedural Note: Performance Bonds, Parent Company Guarantees and Insurances** shall be followed.

Version	1.31
Date	Aug 2021
Page	17 of 25

SECTION 4 Roles and Responsibilities

Stakeholder	Role / Responsibility
<p>Director</p>	<p>Directors must:</p> <ul style="list-style-type: none"> - In prior written consultation with the Strategic Procurement and Supplier Relations Service and advice from Legal Services, only approve variations to Contracts where there are financial, legal or commercial implications within their delegated limit of authority, and in accordance with the Public Contracts Regulations; - In prior written consultation with the Council's Strategic Procurement and Supplier Relations Service and the Section 151 officer, seek approval of the Cabinet to accept any tender other than the first ranked tender evaluated in accordance with prescribed procedures and criteria declared before submission of tenders; - Provide information to the Head of Strategic Procurement and Supplier Relations Service for the maintenance of a contracts register, to include identifying a named contract manager for each Contract awarded;
<p>Strategic Procurement and Supplier Relations Service</p>	<p>Strategic Procurement and Supplier Relations Service must:</p> <ul style="list-style-type: none"> - Provide commercial advice and support to members and all service areas on commercial and procurement matters in accordance with these procurement rules; - Promote the Procurement approach, policies and procedures and initiate appropriate reviews; - Ensure the contracts register is maintained for all Contracts above £5,000; - Approve any: <ul style="list-style-type: none"> o Guidance containing permanent alternative practices to the Procurement Policies and Procedures; o Variations to the Standard Procedure subject to consultation with the Section 151 officer and Legal Officer where there are financial and legal implications respectively; - Initiate the Sign Off Approach and ensure major procurement activity is strategically managed;

Version	1.31
Date	Aug 2021
Page	18 of 25

	<ul style="list-style-type: none"> - Designate a Procurement Officer in consultation with Directors and ensure appropriate training is given and appropriate systems are in place and observed for the proper discharge of the procurement activity. - In addition to any other responsibilities set out in these Rules, the Section 151 Officer shall: <ul style="list-style-type: none"> o Conduct financial appraisals of organisations where required, including advising on the most appropriate form of financial assurance; o Make payments from the Council's funds upon the receipt of proper original, certified copy or valid electronic VAT invoices that have been checked, coded and certified by the Service. Details of the rules applying to payment of suppliers are set out in the Council's <u>Financial Regulations</u>. o Standard payment terms are 30 days from date of an undisputed invoice. Any variation to this must be approved by the Section 151 officer.
<p>Mayor and Councillors</p>	<p>The Mayor and Councillors make strategic decisions over the budgetary and policy framework within which procurement plans are developed and implemented.</p> <p>Decisions to approve procurement processes leading to the award of Contracts that constitute Key Decisions can only be made by the Mayor, or other body or individual delegated this authority, as prescribed in the Council's Constitution.</p> <p>Where a Key Decision is made, the Mayor and Cabinet will generally authorise the procurement process to be followed and delegate the Contract award to the relevant Executive or Service Director.</p>
<p>Officers</p>	<p>Officers responsible for purchasing and the relevant Director must:</p> <ul style="list-style-type: none"> - Comply (and ensure that any agents, consultants and contractual partners acting on their behalf also comply) with these Rules, the Financial Regulations, the Constitution and with all UK and European Union legal requirements; - Comply with all of the obligations set out in the Procurement Guidance and have regard to all other aspects of the Procurement Guidance; - Ensure compliance with the requirements of the Public

Version	1.31
Date	Aug 2021
Page	19 of 25

Services (Social Value) Act 2012 and the Council's [Social Value Policy](#);

- Agree annual service procurement plans for their directorate. These plans should be considered and approved by the appropriate Procurement Officer for that service area before the start of each financial year. The plans should detail existing Contracts / spend, pending Contract renewals and any new Contract / spend identified for the coming year. In drawing up these procurement plans the Director should consider:
 - Utilising any internally provided services and corporate Contracts;
 - Future service projections and known requirements for the year to come, including potential regulatory changes;
 - Current and future budgetary considerations;
 - Links to the corporate plan and directorate business plans and how the objectives set out within this document will be supported by the annual procurement plan;
- When any employee either of the Council or of a contractor may be affected by any transfer arrangements, ensure that the Transfer of Undertakings (Protection of Employment) (TUPE) and pension issues are considered and that legal advice is obtained before commencing the procurement procedure;
- Consult with the relevant Procurement Officer to establish whether a suitable Contract or external Framework Agreement may exist, before commencing a new procurement project; where internal services are provided or corporate contracts have been procured these will be used throughout the Council;
- Ensure that for Contracts in excess of £25,000, all contact with any Bidder during a competitive process is conducted using the Council's e-tendering system

Version	1.31
Date	Aug 2021
Page	20 of 25

SCHEDULE 1 – DEFINITIONS

DEFINED TERM	MEANING
“Best Value”	Means arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.
“Bidder”	Means any person who asks or is invited to submit a quotation or tender.
“Concession”	Means any contract under which the Council grants rights, land or property to another organisation
“Constitution”	Means the Council’s Constitution.
“Contract”	Means Contracts that have been set up with the expressed intention of supporting the delivery of Works, Service or Supplies or Concessions,
“Contract Manager”	Means the officer appointed by the relevant Director (pursuant to Rule 3.39) with responsibility for managing a particular Contract.
“Contract Value”	<p>Means the whole life value or estimated whole life value (in money or equivalent value) for any purchase (including any extensions available) calculated as follows:</p> <p>(a) Where the Contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the fixed period;</p> <p>(b) Where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions over the life expectancy of the Contract;</p> <p>(c) Where the Contract is for an uncertain duration, by multiplying the monthly payment by 48.</p> <p>Specific guidance is available in the Procedural Note: Financial Value Calculations and Authorisation Paths.</p>
“Councillor”	Means a duly elected Member representing the Council in line with the Council’s Constitution.
“EU Procedure”	Means a procurement procedure required under the Public Contracts Regulations 2015.
“EU Threshold”	Means the Contract Value at which the full requirements of the Public Contracts Regulations 2015 / Concession Contracts Regulations 2016 apply. https://www.gov.uk/government/publications/procurement-policy-note-new-thresholds-2020
“Framework Agreement”	Means an agreement between one or more public bodies with one or more contractors, the purpose of which is to establish the terms governing contracts to be awarded during a given period.

Version	1.31
Date	Aug 2021
Page	21 of 25

DEFINED TERM	MEANING
“Grants”	For the purpose of this document Grants shall mean a payment to help the recipient (e.g. charity) to delivery an agreed outcome, but has no contractual basis. In return, the grant funder (e.g. the Council) gets no direct service delivery. A grant is usually provided subject to conditions that state how the Grant shall be used (for example to support the wider objectives of the Council in promoting the social, economic or environmental well-being within their communities). Grant funding is usually preceded by a call for proposals. The Grant offer letter will normally set out general instructions as to how this is to be achieved, and any particular conditions in regards to clawback if those wider objectives are not met
“Head of Strategic Procurement and Supplier Relations Service”	Means the lead officer for the Strategic Procurement and Supplier Relations Service, or such other Procurement Officer / Manager with the appropriate delegated authority.
“Key Decision”	Means a key decision as defined in the Constitution.
“Legal Officer”	Means the Director – Legal and Democratic Services or such other Legal Officer with the appropriate delegated authority.
“Local Authorities”	Means Public Sector organisations as defined as Local Authorities in the UK
“Officer”	Means an Officer as employed by the Council with relevant and appropriate authority to act on behalf of the Council.
“Procurement Guidance”	Means the guidance issued by the Strategic Procurement and Supplier Relations Service, together with a number of standard documents and forms, which supports the implementation of these Rules.
“Procedural Note”	Means detailed guidance issued by the Strategic Procurement and Supplier Relations Service, together with a number of standard documents and forms, which supports the practice and the implementation of these Rules.
“Procurement Officer”	Means the appropriate officer for the Strategic Procurement and Supplier Relations Service.
“Quotation”	Means a quotation of price and any other relevant matter (without the formal issue of an invitation to Tender).
“Section 151 Officer”	Means the Director of Finance and Section 151 Officer or such other finance officer with the appropriate delegated authority.

Version	1.31
Date	Aug 2021
Page	22 of 25

DEFINED TERM	MEANING
“Sign Off Approval”	Means a series of quality assurance checkpoints through which a procurement project needs to pass prior to approval, publication and contract award.
“Significant Contract”	For the purposes of Rules a Significant Contract shall mean a Contract that is defined in line with the Council’s contract management framework (currently under development).
“Social Value”	Public authorities are required, under the Public Services (Social Value) Act 2012 to, when commissioning a public service, consider how the service they are procuring could bring added economic, environmental and social benefits.
“Standstill Period”	Means a period following the notification of an award decision in a contract tendered via the Official Journal of the European Union (OJEU), before the Contract is awarded to the successful Bidder(s) as set out in the Public Contract Regulations 2015 in line with Regulation 87.
“Supplies, Services or Works”	Means Supplies, Services or Works as defined in the Public Contracts Regulations 2015.
“Teckal”	The right to award contracts for Works, Services or Supplies from the controlling authority to the Council Owned company. See the Regulations regulation 12 for more details: http://www.legislation.gov.uk/uksi/2015/102/regulation/12/made
“Tender”	Means a Bidder’s proposal submitted in response to an invitation to tender.
“Treaty on the Functioning of the European Union (TFEU)”	Originating as the Treaty of Rome, the TFEU forms the detailed basis of European Union law, by setting out the scope of the EU's authority to legislate and the principles of law in those areas where EU law operates.
“Value for Money”	Means optimum combination of whole-life cost and quality (or fitness for purpose) to meet the customer's requirement. This includes consideration of Social Value.

Version	1.31
Date	Aug 2021
Page	23 of 25

SUMMARY OF PROCEDURAL NOTES

PROCEDURAL NOTE	CONTENT
Modifications, Compliant Exceptions, Deviations and Breaches	<ul style="list-style-type: none"> • When and how an existing contract can be changed, extended or added to (Modifications) • When and how a contract can be legitimately awarded to a supplier without the usual competitive process (Compliant Exceptions) • When and how requests to deviate from the Rules can be authorised (Deviations) • Consequences of Breaching these Rules
Financial Value Calculations and Authorisation Paths	<ul style="list-style-type: none"> • How to calculate the financial values for a particular situation that will determine: <ul style="list-style-type: none"> ○ Possible procurement routes ○ Procurement authorisation paths • Procurement authorisation paths • Approval paths for Deviations from the Rules • Acknowledgement paths for Breaches
Social Care and Education Placements	The criteria and processes associated with the procurement of Social Care and Education placements for Adults and Children.
Acquisition and Commissioning of Art	The criteria and processes associated with the acquisition and commissioning of art
Performance Bonds Parent Company Guarantees and Insurances	<ul style="list-style-type: none"> • When and how Performance Bonds and Parent Company Guarantees should be included in tenders and contracts • Key considerations for Insurances
Late Submissions	Procedure to be followed when a Quotation or Tender is submitted late (i.e. after the published submission deadline).
Missing or Omitted Materials in a Tender	Procedure to be followed when there appears to be an error in the information provided within a Quotation or Tender.
Concession Contracts	<ul style="list-style-type: none"> • The types of contract that are regarded by the Council as concession contracts • Guidance on the law, procedures and considerations affecting concession contracts
Execution as a Deed	Guidance on when and why a contract should be Executed as a Deed

Version	1.31
Date	Aug 2021
Page	24 of 25

KEY LINKS

Public Contracts Regulations 2015

[Public Contracts Regulations 2015](#)

Concession Contracts Regulations 2016

[Concession Contracts Regulations 2016](#)

Public Services (Social Value) Act 2012

<http://www.legislation.gov.uk/ukpga/2012/3/enacted>

Bristol City Council's Social Value Policy

[Bristol CC - Social Value Policy](#)

Internal procedural notes and guidance on Bristol City Council procurement (intranet):

[Commissioning-procurement guidance](#)

Published details on Bristol City Council procurement (external website):

<https://www.bristol.gov.uk/tenders-contract/procurement-rules-regulations>

Version	1.31
Date	Aug 2021
Page	25 of 25