

PART 4

Contract Procedure Rules

1 Basic Principles

Contracts for the supply of works, good, services and disposal of assets have a high profile in terms of public accountability. Not only does the public expect that the Council achieves best value from its procurement arrangements, but it also expects fair competition, the highest standards of honesty and integrity from those involved in awarding contracts, and transparency in respect of all decisions made as part of this process.

Accordingly, all procurement carried out by the Council must:

- (a) Achieve best value for the money spent.
- (b) Be consistent with the highest standards of integrity.
- (c) Ensure fairness in allocating public contracts.
- (d) Comply with all legal requirements.
- (e) Support the Council's corporate and departmental aims and policies.
- (f) Comply with the Council's Procurement Strategy.

All officers responsible for purchasing or disposal must comply with these Contract Procedure Rules and with the Council's Financial Procedure Rules, Contract Manual, Code of Conduct and with all UK and European Union binding legal requirements. Officers must ensure that agents, consultants and contractual partners acting on the Council's behalf must also comply.

2 Compliance with Contract Procedure Rules

2.1 Every contract shall comply with these Contract Procedure Rules unless:

- (a) the Cabinet has waived any requirement within these rules for any specific project, in which case its reasons for doing so shall be recorded in the Minutes of the Cabinet meeting: or
- (b) in cases of urgency the Leader or (in his/her absence) the Deputy Leader, has waived any requirement within these rules for any specified project, in which case a full report of the reason for this shall be reported to the next meeting of Cabinet.

2.2 Where a Designated Officer believes there are circumstances which require these Contract Procedure Rules to be waived for a future procurement then prior approval must be sought from

Cabinet stating the reasons why this is necessary.

2.3 Every exception or waiver of these rules so made shall be recorded in the minutes of the Cabinet with the reasons that justified the exception.

2.4 Where a proposed contract is likely to exceed the European Union Threshold the European Union Procedure applies and there is no power to depart from the requirements of this procedure.

3 Authority to Undertake Work

No contract for the supply of goods or services, or for the execution of any work shall be entered into, nor any order given for such work unless the appropriate financial provision has been made in the capital or revenue estimates, except pursuant to a specific resolution of the Council or the Cabinet. (*See also the Financial Procedure Rules*).

4 General

4.1 Contracts must not be subdivided to avoid the provisions of these Contract Procedure Rules.

4.2 Where the European Union Procedure is required the Designated Officer shall consult the Corporate Head - Legal and Democratic Services to determine the method of conducting the purchase.

4.3 The use of any Dynamic Purchasing System shall only be carried out by an accredited intermediary (approved by the Corporate Head - Legal and Democratic Services and Head of Audit and Performance) using encryption security. Dynamic Purchasing Systems include Electronic Tendering and Electronic Auctions.

4.4 A Designated Officer must not undertake an Electronic Auction for the procurement of work, goods or services unless the Director of Finance has agreed to a business case setting out the costs, benefits and potential risks of the Auction.

4.5 A Designated Officer shall ensure that for each proposed contract where a public notice is required that it is advertised on the South East Business Portal. (Public notice is not usually required for quotation i.e. contracts with a value of less than £30,000). Officers should also assess the need for wider advertisement in:

(a) relevant newspapers;

(b) any national or trade journal applicable to the industry.

Where a proposed contract meets or exceeds European Union thresholds, a public notice must be placed in the Official Journal of the European Union (OJEU). The South East Business Portal advert should not be published until the OJEU advert has been

submitted.

- 4.6** Every contract and order shall be in writing.
- 4.7** Unless approved otherwise by the Corporate Head - Legal and Democratic Services every order must include:
- (a) The works, goods and/or services to be provided, supplied or carried out.
 - (b) The price to be paid, with a statement of discounts or deductions.
 - (c) The time or times within which the contract is to be performed
- 4.8** Every contract must include:
- (a) The works, goods and/or services to be provided, supplied or carried out.
 - (b) The price to be paid, with a statement of discounts or deductions.
 - (c) The time or times within which the contract is to be performed.
 - (d) Where appropriate provision for the payment of liquidated damages where the contractor fails to complete the contract within specified timescales.
 - (e) A clause empowering the Council to cancel the contract in circumstances of corruption and/or collusion and to recover any loss resulting from such cancellation.
 - (f) A clause requiring appropriate insurance cover.
- 4.9** A full list of possible contract clauses can be found in the Council's Contract Manual on Infolink.
- 4.10** If the contract or a combination of contracts is estimated to exceed £1,000,000 in value and is for the execution of works or for the supply of goods or materials or services by a particular date or series of dates the contract shall require the contractor to provide a bond or other sufficient security for due performance of the contract unless the Director of Finance determines otherwise.
- 4.11** All contracts must be concluded formally in writing before the supply, service or construction work begins, except in exceptional circumstances and then only with written consent of the Corporate Head - Legal and Democratic Services. An award letter is insufficient.

15/11/11

Joint Procurement and Framework Agreements

- 4.12** Where the Council is jointly procuring works, goods or services with one or more other councils or similar public bodies, the procurement must be compliant with these Contract Procedure Rules or those of the lead public body.
- 4.13** Joint procurements with other councils or similar public bodies, where the Council's proportion exceeds £30,000 and where the Council is using another public body's contract procedure rules, will be subject to approval by the Corporate Head - Legal and Democratic Services.
- 4.14** Designated Officers may place orders from existing Framework Agreements procured by other local authorities, government departments, statutory undertakers or public service purchasing consortium. Joining such a framework agreement will be subject to approval by the Corporate Head - Legal and Democratic Services. All purchases made via a local authority purchasing and distribution consortium are deemed to comply with these contract procedure rules.

Sale and lease of land

- 4.15** No sale or lease by the Council of land (where the value exceeds £5,000, or in the case of a lease, the estimated rent exceeds £1,500 per annum) shall be made except after auction or the invitation of tenders following public advertisement, in at least one newspaper circulating in the District, unless specifically authorised by Cabinet. This shall not apply to the renewal of a lease made pursuant of the Landlord and Tenant Act 1954 or to the sale of Council dwellings under the right to buy scheme.

Disposal of Assets

- 4.16** Assets for disposal must be sent to public auction except where better value for money is likely to be obtained by inviting quotations and tenders. (These may be invited by advertising on the Council's internet site). The method of disposal of surplus or obsolete assets other than land must be formally agreed with the Director of Finance.

Engagement of Consultants generally

- 4.17** The engagement of a consultant shall follow the agreement of a brief that adequately describes the scope of the service to be provided and shall be subject to completion of a formal letter or contract of appointment approved by the Corporate Head - Legal and Democratic Services.
- 4.18** Consultants shall be required to provide evidence of, and maintain

professional indemnity insurance policies to the satisfaction of the Council's Insurance Officer.

- 4.19** Records of consultancy appointments must be kept for a period of six years after the end of the appointment or as specified by any Document Retention Policy approved by the Council.

5 Quotations for Contracts up to £30,000

- 5.1** Where the appropriate Designated Officer estimates a contract is likely to cost less than £30,000 but more than £5,000 in value or amount for the supply of goods or materials or the execution of any work or provision of services, he/she shall, wherever practicable, obtain at least three competitive quotations in writing and shall order the works, goods or services to be supplied or carried out by the Contractor submitting the lowest quotation.
- 5.2** The estimated value of a contract should be calculated as follows:
- (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 period
 - (b) where the contract is for an uncertain duration by taking the total price over a four year period
- 5.3** Where the appropriate Designated Officer estimates a contract is likely to generate income of less than £30,000 but more than £5,000 he/she shall, wherever practicable, obtain at least three competitive quotations in writing and shall order the works, goods or services to be supplied or carried out by the Contractor submitting the highest quotation for income.
- 5.4** For contracts or orders for work estimated to be less than £5,000, the appropriate Designated Officer shall not be required to obtain such quotations unless he/she feels it would be advantageous to do so.
- 5.5** For contracts or orders for repair works estimated to be less than £30,000, the Council's schedule of rates for appointed contractors may be used.
- 5.6** Where it is not practicable to use the schedule of rates or obtain quotations for contracts or orders over £5,000, the appropriate Designated Officer may proceed with the prior agreement of the appropriate Lead Councillor on the Cabinet and shall report the reasons to the next meeting of the Cabinet.

Invitation to Quote

- 5.7** An invitation to supply a quotation shall, as a minimum, comprise the following information (which may, at the discretion of the

Designated Officer, be bound within a composite letter):

- (a) Instructions for pricing/return.
- (b) Terms and conditions under which the works, goods or services are to be provided.
- (c) Specification of the works, goods or services to be provided.
- (d) Pricing schedule or similar from which the bid price can be readily ascertained.
- (e) A statement that the Council is under no obligation to accept any quotation.

Procedures for handling of all Quotations

5.8 Designated Officers must obtain quotes where the estimated value of the works, goods or services is greater than £5,000 and less than £30,000 unless Contract Procedure Rule 5.5 applies.

5.9 The Designated Officer must record the following details on the Quotation Control Form:

- (a) The name of the company.
- (b) The value of the quote.
- (c) The date the quote was received.
- (d) The form in which it was received from the company (e mail, fax or by post).
- (e) His/her recommendation as to which quote if any to accept.

Telephone quotes are not to be considered.

5.10 The Designated Officer shall seek the written authority of his/her line manager to authorise the recommendation by the Designated Officer. All papers relating to the quotation exercise shall be provided to the line manager by the Designated Officer. The line manager shall certify the acceptance of the quote on the Quotation Control Form. The Quotation Control Form can be found in the Council's Contract Manual on Infolink.

Acceptance of Quotations

5.11 A quotation other than the lowest quotation, if payment is to be made by the Council, or the highest quotation, if payment is to be received by the Council, shall not be accepted unless it has been considered and approved by the Head of Department.

5.12 No quotation which exceeds the approved budget provision shall be accepted until it has been considered and approved by the Director of Finance.

Records to be retained - Quotations

5.13 Copies of contract agreements for contracts between £5,000 and £30,000 must be retained by the Designated Officer and made available to the Corporate Head - Legal and Democratic Services on request.

5.14 Records must be kept of the invitation to quote, all quotations, communications with the successful contractor and the Quotation Control Form by the Designated Officer.

5.15 These documents must be retained by the Designated Officer for a period of six years after the end of the contract or as specified by any Document Retention Policy approved by the Council.

Tenders for contracts up to £30,000

5.16 Where a Designated Officer decides it is appropriate to tender for works, goods or services for tenders up to £30,000 then Contract Procedure Rules 6.13 to 6.30 apply.

Partnering in Construction Related contracts up to £30,000

5.17 Where a Designated Officer decides it appropriate to partner in construction related works under £30,000 then Contract Procedure Rule 6.7 applies.

6 Tenders for Contracts costing £30,000 or more

6.1 The Corporate Head - Legal and Democratic Services must be informed in writing / by email of every proposed contract which exceeds £30,000 in value BEFORE tender documents are sent out to prospective contractors.

Every contract which exceeds £30,000 in value shall be in writing and in a form approved by the Corporate Head - Legal and Democratic Services and shall specify:

- (a) the work, materials, goods, services or the like, to be furnished or provided, (including any appropriate technical specification(s));
- (b) the price to be paid with a statement of discounts or other deductions, and
- (c) the time or times within which the contract is to be performed.

Except where otherwise agreed between the Corporate Head - Legal and Democratic Services and the appropriate Designated

Officer, no work shall commence until the Corporate Head - Legal and Democratic Services is satisfied that any necessary contract documents have been completed in an approved form.

- 6.2** No contract which is estimated to cost £30,000 or more in value or amount for the supply of goods or materials or the execution of any work or provision of services shall be made unless at least four firms of contractors have been invited to tender or one of the procedures set out in Contract Procedure Rules Nos 4.12- 4.14, 6.5 to 6.12, has been complied with.
- 6.3** The estimated value of a contract should be calculated as follows:
- (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 period
 - (b) where the contract is for an uncertain duration by taking the total price over a four year period
- 6.4** Any contract with a value exceeding £30,000 must either be signed by at least two officers (one must be the Corporate Head - Legal and Democratic Services) of the Council or made under the common seal of the Council attested by at least one officer.

Constructionline Approved Contractors (construction related works) for contracts over £30,000

- 6.5** The Council uses Constructionline as its selection method for construction related works. An invitation to submit tenders shall be sent by letter to not less than four firms of contractors selected by the appropriate Designated Officer from Constructionline for that type of work, or where there are less than four, all those firms for that particular type of work.
- 6.6** In any case where Constructionline for works is unavailable then public notice should be placed in accordance with Contract Procedure Rule 4.5.

Partnering in Construction Related Contracts for contracts over £30,000

- 6.7** Designated officers may enter into partnering arrangements for construction related works subject to the following criteria being met:
- (a) A business case must be prepared which identifies costs, benefits and potential risks including the method for assessing price and quality in advance of the procurement,
 - (b) The proposal must be authorised by the Corporate Head of Department or Director,

- (c) At least four potential partners must be selected to participate in the partnering exercise drawn from Constructionline for the relevant area of work in accordance with Contract Procedure Rule 6.5 above. When partnering for specialist construction related contracts, Contract Procedures Rules 6.10 and 6.11 shall apply.
- (d) Any partnering arrangements must be capable of termination after five years.

Serial Tenders and extensions for Contracts over £30,000

- 6.8** A contract may be entered into with a contractor already engaged by the Council where the proposed contract for the execution of work forms part of a 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 for contracts over £30,000, in accordance with the provision of these Contract Procedure Rules.
- 6.9** However, no serial tender or extension shall be permitted if the total value of the contract as extended would exceed EU thresholds unless the initial contract was let in accordance with the EU procurement regime.

Supply of Specialist Goods, Materials, Services or Works for Contracts over £30,000

- 6.10** Where the supply of particular goods, materials, services or the execution of works is of a specialist nature an invitation to submit tenders may be sent to such persons as may be approved by the appropriate Designated Officer.
- 6.11** All such invitations to submit tenders under 6.10 must be reported to the Cabinet.

Sub-Contractors and Nominated Suppliers

- 6.12** Where a sub-contractor or supplier is to be nominated to a main contractor, the following provisions shall have effect:
- (a) where the value of sub-contract or the value of the supply by the nominated supplier is more than, £30,000, then unless the appropriate Designated Officer is of the opinion in respect of any particular nomination that it is not reasonably practicable to obtain competitive tenders:
 - (i) the Designated Officer shall require the main contractor to invite not fewer than three tenders for the nomination. The terms of the invitation shall require an undertaking by the tenderer that, if selected, the tenderer will be willing to enter into a contract with the main contractor

on terms which indemnify the main contractor against the main contractor's obligations under the main contract in relation to the work or goods included in the sub-contract, in accordance with the appropriate contract conditions;

- (ii) the tenders shall, where practicable, be processed in accordance with the procedures set out in Contract Procedure Rules Nos 6.13 to 6.30, and the Designated Officer or an officer designated by him/her, shall nominate to the main contractor the contractor or sub-contractor whose tender is, in his opinion, the most satisfactory one, provided that, where the tender is other than the lowest received, the circumstances shall be reported to the next meeting of the Cabinet, and
- (b) it shall be a condition of the employment by the Council of any person (not being an Officer of the Council) to supervise a contract that, in relation to such contract, the person shall comply with the requirements of this Contract Procedure Rule as if he/she were a Designated Officer of the Council.

Invitation to Tender

6.13 The invitation to tender shall state that no tender will be considered unless it is received by the date and time stipulated in the invitation to tender. No tender delivered in contravention of this clause shall be considered.

6.14 An invitation to tender shall, as a minimum, comprise the documents listed below:

- (a) Form of tender, which must include a statement that the Council is under no obligation to accept any tender
- (b) Certificate that the tender is bona fide
- (c) Instructions to tenderers, including notification that no tender will be considered unless it is enclosed in a sealed envelope or container which bears the word "Tender" followed by the subject to which it relates to but no other name or mark indicating the sender.
- (d) Form of contract including contract conditions.
- (e) Specification of the works, goods or services to be provided
- (f) Bill of quantities or pricing schedule (as necessary)
- (g) Award criteria for the selection of the successful tender.

The basic criteria shall be:

“Lowest price” where payment is to be made by the Council

“Highest price” if payment is to be received, or

“Most economically advantageous” where considerations other than price also apply.

If the last criterion is adopted it must be further defined by reference to sub criteria which may refer only to relevant considerations. These may include price, service, quality of goods, running costs, technical merit, previous experience, delivery date, cost effectiveness, quality, relevant environmental considerations, aesthetic and functional characteristics (including security and control features) safety, after-sales services, technical assistance and any other relevant matters. Further information on how to manage this award process can be found in the Council’s Contract Manual on Infolink.

Award criteria must not include:

- i) Non commercial considerations
 - ii) Matters which discriminate against suppliers from the European economic area
- (h) A stipulation that any tenders submitted by FAX shall not be considered.
- (i) A stipulation that no tenders submitted by electronic means will be considered unless it is by use of a Dynamic Purchasing System carried out by an accredited intermediary (approved by the Corporate Head - Legal and Democratic Services and Head of Audit and Performance) using encryption security.

Where practical, standard forms of contract shall be used.

All candidates invited to tender must be issued with the same information at the same time and subject to the same conditions. Any supplementary information must be given on the same basis.

Receipt and Custody of All Tenders

6.15 All tenders shall be returned to:

- (a) the Corporate Head - Legal and Democratic Services in respect of tenders where the tender figure is estimated to be £30,000 or more in value or amount, or
- (b) the Designated Officer concerned where the estimated value is less than £30,000.

- 6.16** Envelopes enclosing tender documents shall be clearly marked with the date and precise time they are received.
- 6.17** Tenders received by fax or other electronic means (e.g. e mail) must be rejected unless they have been sought in accordance with an electronic tendering service approved by the Corporate Head - Legal and Democratic Services and Head of Audit and Performance.

Opening of Tenders

- 6.18** Tenders shall be opened at one time and by no fewer than two officials of the appropriate department(s); in the case of tenders falling within Contract Procedure Rule 6.15(a) above, one shall be designated for the purpose by the Corporate Head - Legal and Democratic Services and one by the Designated Officer of the department concerned with the contract. A record of tenders received and their value shall be prepared and signed by those in attendance.
- 6.19** In respect of tenders for works or supply of goods or services which are estimated to exceed £30,000 in value or amount, the lead councillor of the Cabinet or their nominated councillor shall be notified of the time and place appointed for the opening, and may attend if they so wish.

Late Tenders

- 6.20** Any tender submitted in competition received after the specified time shall be returned promptly to the tenderer by the Designated Officer concerned. The tender may be opened by the Designated Officer and an officer designated for this purpose by the Corporate Head - Legal and Democratic Services to ascertain the name of the tenderer but no details of the tender shall be disclosed or used for any other purpose.

Alterations of Tenders

- 6.21** Where examination of tenders reveals errors or discrepancies which would affect the figure(s) in an otherwise successful tender, the tenderer is to be given details of such errors and discrepancies and afforded an opportunity of confirming or withdrawing the tender. If the tenderer withdraws, the next tender in competitive order is to be examined and dealt with in the same way. Any exception to this procedure may be authorised only by, or on behalf of, the Cabinet after consideration of a report by the Designated Officer.

Acceptance of Tenders

- 6.22** A tender other than the lowest tender if payment is to be made by

the Council, or the highest tender , if payment is to be received by the Council, shall not be accepted until the Cabinet has considered a written report from the appropriate Officer or other person.

- 6.23** No tender which exceeds the approved budget provision shall be accepted until the Cabinet has considered a written report from the appropriate Officer and the Director of Finance.
- 6.24** Designated Officers must complete a Tender Control Form with details of:
- (a) the contractor name
 - (b) the value of the tender
 - (c) his/her recommendation to accept or not accept the cheapest tender or any tender and the reasons for this decision.
- 6.25** Using the Tender Control Form the Designated Officer shall seek the written authority of his/her line manager to accept or not accept the lowest tender or any tender. All papers relating to the tendering exercise shall be provided to the line manager by the Designated Officer. The line manager shall certify the decision to accept or not accept the lowest tender or any tender, describing the reasons for the decision. The Tender Control Form can be found in the Council's Contract Manual on Infolink.
- 6.26** The Designated Officer will notify unsuccessful candidates and must give them a period of least fifteen days in which to challenge the decision before the contract is awarded. If the decision is challenged by an unsuccessful candidate then the Designated Officer shall not award the contract and shall seek advice from the Corporate Head - Legal and Democratic Services.

Records to be retained - Tenders

- 6.27** The following records must be kept by the Designated Officer:
- (a) forms of tender received from all tenderers
 - (b) all documentation from the three lowest tenderers until the end of the contract when the second and third tenderers documentation can be destroyed
 - (c) communication with unsuccessful tenderers
 - (d) the award criteria
- 6.28** Signed contract documentation will be retained by the Corporate Head - Legal and Democratic Services.
- 6.29** The documents detailed in 6.27 and 6.28 must be kept for at least

six years after the end of the contract, or as specified by any Document Retention Policy approved by the Council.

Engagement of Building and Civil Engineering Consultants who supervise construction related contracts

6.30 It shall be a condition that the engagement of the services of any architect, engineer, surveyor or other consultant (not being an Officer of the Council) who is to be responsible to the Council for the supervision of a contract on its behalf, shall be appointed in accordance with the appropriate conditions and recommended fee scales of the Professional Body concerned. In relation to that contract, the consultant shall:

- (a) comply with these Contract Procedure Rules as though he/she were a Designated Officer, subject to the modification that the procedure to be followed in inviting and opening tenders shall be approved in advance by the appropriate Designated Officer;
- (b) at any time during the carrying out of the contract, produce to the Director of Finance or other appropriate Designated Officer, or their representative on request, all the records maintained by him/her in relation to the contract, and
- (c) on completion of a contract, handover such records to the appropriate Designated Officer.

DEFINITIONS AND FURTHER INFORMATION

Consultant: Someone employed for a specific length of time to work to a defined project brief with clear outcomes to be delivered, who brings specialist skills or knowledge to the role, and where the Council has no ready access to employees with the skills, experience or capacity to undertake the work.

Constructionline: Constructionline is a national register of pre qualified local and national construction and construction related contractors and consultants. It is owned and endorsed by the Department of Business Enterprise and Regulatory Reform (formerly the DTI). The Council uses this register as its selection method for construction related contracts. Firms or contractors who are not registered on Constructionline can apply to join it. Information on how to register, application rules and forms can be found at www.constructionline.co.uk

Corporate Head of Department: A member of the Corporate Management Team.

Designated Officer: The officer designated by the Chief Officer to deal with the contract or quotation in question.

Dynamic Purchasing System: This is a completely electronic system which may be used by a council to purchase commonly used works, goods or services. It has a limited duration. Examples of a dynamic purchasing system are an e auction and e tendering.

Electronic Auction: An e auction is a means of carrying out purchasing negotiations via the internet. It is a real time event that occurs online allowing multiple suppliers in different geographic regions to place and modify bids simultaneously. Because e auctions are often costly to administer (involving external expertise) they are normally undertaken by councils collaborating together.

Electronic Tendering: This is where an electronic solution facilitates the complete tendering process from the advertisement of the requirement through to the placing of the contract. This includes the exchange of all relevant documents in electronic format. Secure electronic communication and an audit trail are key components of such systems.

Framework Agreement: This is an agreement for a defined range of goods, services or works, the terms of which are agreed through an initial competitive tendering exercise, and under which the contractor enters into contracts for requirements called off as and when required. The Council can place orders from existing framework agreements procured by central government agencies, other local authorities and other third parties without entering into a separate procurement.

Quotation: Means a formal offer to supply or purchase goods, execute works or provide services including consultancy at a stated price based on terms and conditions agreed with the supplier or set out by the Council. This should not be confused with an estimate which is an approximate judgement of the costs to supply or purchase goods execute works or provide services including consultancy.

Partnering in Construction: In a partner contract for construction works:

- A contractor works with the client to agree quality issues as well as value for money.
- The contract can seek to partner the supply chain to ensure a quality supply.
- The Council can extend its influence over training and environmental issues.
- Objectives are shared between the parties, in a spirit of working together to meet the challenges involved in carrying out building works.

Performance Bond: A bond which is an insurance policy. If the contractor does not do what it has promised under a contract with the Council, the Council can claim from the insurer the sum of money specified in the bond (often 10% of the contract value). A bond is intended to protect the Council against a level of cost arising from the contractor's failure.

COUNCILLOR PROTOCOL FOR PROCUREMENT

Introduction

- 1 The Council's governance arrangements provide for procurement to be managed in accordance with Contract Procedure Rules, and for Councillors to be guided in their work by the Protocol on Member/Officer Relations and the Code of Conduct for Members of the Council. The Code of Conduct for Members (8a(vii)) includes the need for Councillors to register their interests in any contract with the Council, but in other respects these documents make only limited reference to the role of Councillors in the specialist area of procurement.
- 2 This protocol is to guide Councillors in procurement procedures and to minimise the risk of any non compliance with UK and EU legislation.

Best Practice Guidance

- 3 A Councillor must not arrange or participate in any meeting or other form of communication with tenderers or potential tenderers for Council contracts that has not been arranged by Council officers.
- 4 A Councillor who is or will be involved in the process that leads to the award of any Council contract must not discuss the matter if they are approached by or on behalf of anyone interested in obtaining that contract.
- 5 A Councillor, who is a representative of an organisation that tenders or quotes for Council work, may not take part in the process that leads to the award of any contract in that area of service or be involved in the subsequent administration of that contract.
- 6 If a Councillor is a representative of an organisation that tenders or quotes for Council work, the organisation can only be awarded Council work through a process of open competition under Contract Procedure Rules.
- 7 The Council will not seek tenders or quotes from an organisation, or place work with an organisation using a schedule of rates or any call off arrangement, if a Councillor who is the Lead Councillor for that area of the Council's service is a representative of that organisation.
- 8 A Councillor must not seek to influence the procurement decisions of officers or do anything that compromises or is likely to compromise the impartiality of officers.
- 9 A Councillor must not pressurise any officer to change his/her professional opinion on procurement issues or give direct instructions to officers.
- 10 A Councillor must not take a proactive part to represent or in any other way advocate on behalf of any tenderer or contractor.

- 11** Any Councillor, who is a representative of an organisation that tenders or quotes for Council work, must declare that interest in the Register of Interests.
- 12** Confidential information relating to any tender, tenderer or prospective tenderer must remain confidential, and a Councillor must ensure that no confidential information is disclosed to unauthorised persons or organisations.

A breach of the above guidance may constitute, depending on the circumstances, a breach of the Code of Conduct for Members.