

Procurement Rules

1. Introduction and purpose

- 1.1 The Council is required under section 135 of the Local Government Act 1972 to make standing orders in connection with its contracting requirements for Works, Supplies and Services. These Procurement Rules form part of the Council's Constitution and compliance with them by all officers is mandatory.
- 1.2 The Council has a duty to secure continuous improvement in the way it delivers services, with a clear regard for the economy, efficiency, and effectiveness. The Procurement Rules explain how the Council will deliver against these criteria and sets out the required approach for procurement and contracting with third parties on behalf of the Council, for the purchase of Works, Supplies and Services.
- 1.3 These Procurement Rules are designed to assist the Council in complying with relevant legislation and to:
 - 1.3.1 Ensure the public purse is managed in a proper and responsible fashion and in a way which will promote value for money; and
 - 1.3.2 Act as a safeguard for the Council and its officers against any allegations of dishonesty and corruption.
- 1.4 In addition to these Procurement Rules, officers must refer to any supporting guidance and procedures issued by the Procurement and Contract Management Service when spending Council money.

2. Compliance

- 2.1 The Council is a Contracting Authority/Relevant Authority for the purposes of Procurement Legislation and is therefore legally bound to comply with certain practices and procedures in the award of Contracts to which Procurement Legislation applies.
- 2.2 These Procurement Rules form part of the Council's Constitution and compliance with them by all officers is mandatory. The risk of non-compliance with the Procurement Legislation is significant and can include awards of damages and contracts being set aside.
- 2.3 Save for the exceptions listed at 2.10, every Contract made by or on behalf of the Council shall comply with the provisions and principles of Procurement Legislation and all other applicable principles and provisions, domestic legal requirements, and the Council's Procurement Rules and Financial Rules. In the event of any inconsistency between the provisions of the Procurement Rules and any legal requirement then the legal requirement shall prevail.
- 2.4 All officers and any third parties involved in spending Council money must comply with the Council's [Code of Conduct for Employees](#) and these Procurement Rules. Officers who instruct third parties to procure contracts

must provide the third party with the Council's Code of Conduct for Employees and a copy of these Procurement Rules.

- 2.5 Officers and third parties must ensure that any conflicts of interest are avoided. Any conflicts of interest must be declared to appropriate line managers and advice from the Procurement and Contract Management Service obtained where any conflict has potential to impact on contractual relationships and/or a Tender Process.
- 2.6 Corruption is a criminal offence. All officers who let, manage or supervise contracts must act in accordance with the highest standards of propriety and ensure adequate records are kept.
- 2.7 Failure to comply with any of these rules may be considered a breach of the Code of Conduct for Employees and may result in disciplinary action and legal proceedings against the officers or third parties concerned. No officer shall take any steps or fail to take steps to knowingly or recklessly seek to avoid the Procurement Rules.
- 2.8 Any officer who fails to follow the Procurement Rules may lose the protection of the indemnity given to employees of the Council and therefore may have personal liability for a contract or any losses.
- 2.9 Where it becomes apparent that there is a potential failure to comply with the Procurement Rules and, or, the Procurement Legislation, the requirements of paragraphs 12 and 13 are to be complied with.
- 2.10 The provisions of these Procurement Rules shall not apply to contracts that are/spend that is exempted from the application of Procurement Legislation as set out in the relevant Procurement Legislation. Examples of such exempted procurement activity are:
 - 2.10.1 The sale, leasing or purchase of land or any interest in land;
 - 2.10.2 Any contract of employment or loans or the sale, issue or purchase of any shares or other similar financial asset;
 - 2.10.3 Any contract for the provision of exempt legal services;
 - 2.10.4 Any contracts between the Council and a company that is controlled by it (sometimes referred to as a Teckal company);
 - 2.10.5 Any contracts between the Council and a company that is jointly controlled by the Council with another contracting authority; or
 - 2.10.6 Any arrangement entered into by two or more authorities with the aim of achieving objectives the authorities have in common in connection with the exercise of their public functions, which are solely in the public

interest, in which no more than 20% of the activities contemplated by the arrangement intended to be carried out other than for the purposes of the authorities' public functions.

- 2.11 Advice must be sought from Legal Services and the Procurement and Contract Management Service where spend is considered to be exempted from the application of Procurement Legislation.

3. Transitional arrangements

- 3.1 There are a series of transitional and saving arrangements which determine which legislation applies to the Council's procurement activities.

- 3.2 If in doubt, advice must be sought from Legal Services as to the applicability of the Procurement Legislation.

- 3.3 For the purposes of these Procurement Rules, the following Procurement Legislation shall apply:

3.3.1 Health Care Services (Provider Selection Regime) Regulations 2023

- Procurement of Health Care Services
- Modification of contracts relating to Health Care Services

3.3.2 Public Contracts Regulations 2015

- For contracts awarded, framework agreements concluded, or dynamic purchasing systems established before 24 February 2025.
- Modification of contracts awarded, framework agreements concluded, or dynamic purchasing systems established before 24 February 2025.
- Call-offs of framework agreements concluded, or dynamic purchasing systems established before 24 February 2025. (Note that with the exception of dynamic purchasing systems procured for Services under the Light Touch regime, any contracts let under a dynamic purchasing system will automatically expire 23 February 2029).
- Where a contract notice required by Regulation 26(8) or 75(1)(a) (publication of notices: public contracts for social and other specific services), has been submitted for publication in accordance with Regulation 51 before 24 February 2025.
- Modification of a contract where a contract notice required by Regulation 26(8) or 75(1)(a) (publication of notices: public contracts for social and other specific services), in relation to that contract had been submitted for publication in accordance with Regulation 51 before 24 February 2025.
- In respect of a below threshold contract, the publication of a contract opportunity on Contracts Finder in accordance with Regulation 110 before 24 February 2025.

- Modification of a below threshold contract, where the publication of the contract opportunity on Contracts Finder was made in accordance with Regulation 110 before 24 February 2025.

3.3.3 Procurement Act 2023 (as amended and/or any successor legislation) and the Procurement Regulations 2024 (as amended and/or any successor legislation)

- For contracts awarded, framework agreements concluded, or dynamic markets established after 24 February 2025.
- Modification of contracts awarded, framework agreements concluded, or dynamic markets established after 24 February 2025.
- Call-offs of framework agreements concluded, or dynamic markets established after 24 February 2025.

4. Principles of procurement

4.1 For all procurement exercises conducted by the Council, irrespective of value, the following objectives will be followed:

4.1.1 The Council's contracts will deliver value for money.

4.1.2 The Council will procure to maximise the public benefit.

4.1.3 The Council will share information for the purpose of allowing suppliers and others to understand the Council's procurement policies and decisions.

4.1.4 The Council will act, and be seen to act, with integrity, transparency and proportionality.

4.1.5 The Council will treat suppliers the same, unless a difference between the suppliers justifies different treatment.

4.2 Where one or more of the above objectives cannot be followed, the justifications for this and any mitigations to be taken will be recorded in the Council's central decision recording system.

4.3 The optimum use of the Council's purchasing power must be made by aggregating purchases and through the use of Procurement Options and Contracts. Where there is an approved Contract or Procurement Option in place then this should be used in the first instance for purchasing Works, Services and Supplies.

5. Required approvals

5.1 Where contractual spend concerns a [Key Decision](#) then appropriate approval to undertake a Tender Process must be sought from the Cabinet. This approval will provide authority to the relevant delegated officer to proceed to award a

Contract on the completion of the Tender Process, in which case no further Cabinet approval will be required and the provisions of paragraph 5.3 will apply.

- 5.2 Where contractual spend would not involve a Key Decision, the relevant delegated officer must approve the commencement of a Tender Process in accordance with [the Scheme of Delegation to Officers](#). It is the responsibility of the delegated officer to record the decision on the Council's central decision recording system.
- 5.3 The delegated officer must approve the award of a Contract on the satisfactory completion of the Tender Process prior to entering into a Contract or notifying any person or organisation of the Council's intention to award a contract. The same delegated officer shall ensure the relevant Cabinet Member is informed and the decision is recorded using the Council's central decision recording system.
- 5.4 All ICT procurements must be undertaken with the involvement of Digital Services.

6. Contract value, lotting, aggregation and supplier selection

- 6.1 It is important to properly estimate the total value of a Contract on the basis that different rules apply depending the nature and value of a Contract (please refer to this paragraph 6 and paragraph 8).
- 6.2 The estimated total value of a Contract shall be the total value of the Contract inclusive of VAT, unless VAT exempt or "zero rated". This is the total consideration estimated to be payable over the full term of the Contract by the Council to the supplier, including any extensions of the term, or where there are options to supply additional Works, Supplies or Services.
- 6.3 Where the Contract is one where the benefit to the supplier is made up entirely or in part from benefits other than simple monetary payment (such other benefits may include but are not limited to concessions, options, licences or more generally exposure to other opportunities or funding streams) from the Council, a best estimate of the total financial value should nonetheless be ascertained and this should be treated as the relevant Contract value for the purposes of the application of the remainder of this paragraph 6 and paragraph 8.
- 6.4 Where, in relation to Contracts for Services, the Contract period or total value of the Contract is indefinite or uncertain, it shall be assumed that the Contract will be above the UK Procurement Threshold.
- 6.5 Where the Contract has an option to extend, then the proposed extension period must be included in determining the Contract value.

- 6.6 The estimated value of a Framework Agreement is the total value of all the Contracts which could be entered into by the Council (and other Contracting Authorities if appropriate) over the duration of the Framework Agreement. In the case of a framework awarded under an Open Framework, the value of the Framework is to be treated as including the value of all of the frameworks awarded, or to be awarded under the Open Framework.
- 6.7 In the case of supply/goods Contracts which are regular in nature (i.e. a series of similar individual purchases throughout the year), there is a requirement to aggregate these and assess their value on the basis of spend over the preceding 12 months or, where such data is unavailable, the estimated value over the 12 months following the first delivery under the contract to be procured; and this calculation is to be used as the relevant Contract value for the purposes of the application of these Procurement Rules.
- 6.8 Purchases of the same or similar nature must be aggregated wherever practicable and it is unlawful to deliberately disaggregate purchases so as to avoid the application of Procurement Legislation.
- 6.9 For Contracts above UK Procurement Threshold, purchase requirements should be lotted where appropriate so as to attract the interest of SME and VCFS organisations. Where this is not practicable the justification for the decision must be recorded on any associated report and/or Procurement Initiative Plan.
- 6.10 Where purchase requirements are lotted, the estimated value of Contracts should be the estimated value of all lots envisaged for the total term.
- 6.11 Whatever method is used for the calculation of the estimated Contract value, this must not be made with the deliberate intention of excluding that Contract from the scope of the application of Procurement Legislation.
- 6.12 For the avoidance of doubt, Contracts relating to the leasing, hire, rental or hire purchase and Contracts for concessions are subject to the provisions of these Procurement Rules.

7. Use of procurement options

- 7.1 There are a number of Procurement Options including Framework Agreements, Open Frameworks, Dynamic Markets and Dynamic Purchasing Systems as set out below.
- 7.2 A Framework Agreement is a general term for agreements with providers that set out terms and conditions under which specific purchases ("call-offs") can be made throughout the term of the Framework Agreement.

- 7.3 An Open Framework pursuant to the Procurement Act 2023 is a scheme of frameworks that provides for the award of successive frameworks on substantially the same terms. The Open Framework must provide for the award of a framework at least once during the first three-year period and each period of five years beginning with the day of award of the next. An Open Framework may only be concluded after 24 February 2025.
- 7.4 A Dynamic Market pursuant to the Procurement Act 2023 is a list of suppliers who have met the Council's conditions of membership and whom may be awarded an above UK Procurement Threshold contract via the competitive flexible procedure. New suppliers can join the Dynamic Market at any time during its operation. A Dynamic Market may only be established after 24 February 2025.
- 7.5 A Dynamic Purchasing System, procured pursuant to the Public Contracts Regulations 2015, is an electronic system of pre-qualified suppliers, for commonly used purchases from which Contracting Authorities can invite tenders. New suppliers can join the Dynamic Purchasing System at any time during its operation.
- 7.6 It may be the case that the applicable Procurement Option itself is not a Contract, but the procurement to establish the Procurement Option will still be subject to Procurement Legislation, save where the subject matter of the Procurement Option is exempt from their application. All Procurement Options established by the Council are required to be in writing.
- 7.7 The Council may set up its own Procurement Options or may use Procurement Options set up by other Centralised Procurement Authorities.
- 7.8 All purchases made via a Centralised Procurement Authority must have the prior approval of Legal Services and the Council's Procurement and Contract Management Service. This is to ensure that the proposed Procurement Option has been compliantly procured in accordance with these Procurement Rules and Procurement Legislation, and the rules of use of the Procurement Option are adhered to.
- 7.9 Without prejudice to the requirements set out in paragraph 5 of these Procurement Rules, the use of Procurement Options which have been approved in accordance with paragraph 7.8 are deemed to comply with these Procurement Rules and no waiver will be required.
- 7.10 For the purposes of determining whether the value of a proposed Framework Agreement or Open Framework is such as to attract the application of Procurement Legislation, please refer to paragraph 6.6 above.
- 7.11 For the avoidance of doubt, the use of select lists, preferred providers or approved providers shall, for the purposes of these Procurement Rules, be

treated as a Procurement Option and shall therefore require compliance with this paragraph 7 and these Procurement Rules generally.

7.12 Duration

7.12.1 A Framework Agreement shall not exceed 4 years' duration without prior approval of the Monitoring Officer, which will only be given in exceptional circumstances where justified by the subject matter of the Framework Agreement.

7.12.2 Framework Agreements set up for Light Touch Services and Dynamic Markets do not have a maximum term but must be set for an appropriate duration taking into account the subject matter.

7.12.3 The maximum duration of an Open Framework is 8 years.

7.12.4 Save for paragraph 7.12.5, there is no restriction on the duration of a call-off Contract, but the duration must not be determined in a manner that distorts or restricts competition.

7.12.5 No new Dynamic Purchasing System contracts can be set up and, with the exception of Dynamic Purchasing Systems procured for Services under the Light Touch regime, any remaining call-off Contracts let under a Dynamic Purchasing System will automatically expire on 23 February 2029.

8. Contract procurement activity requirements by value

8.1 The table below outlines the Council's requirements in terms of procurement activity dependent on the category and value of the procurement. All values described are inclusive of VAT.

Procurement type	Threshold 1 Seek a minimum of One quote	Threshold 2 Seek a minimum of Three quotes*	*Threshold 3 Conduct an open competition
Goods	Less than £30k	£30k to £214,904	Greater than £214,904
Services	Less than £30k	£30k to £214,904	Greater than £214,904
Works	Less than £30k	£30k to £214,904	Greater than £214,904**
Light Touch regime for services	£30k	£30k to £663,539	Greater than £663,540

Health Care Services procured under Provider Selection Regime	No financial thresholds apply under the Provider Selection Regime – procedure to be determined as appropriate by Procurement and Legal Services under the Provider Selection Regime
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** In the event that a minimum of three legitimate quotes have been demonstrably sought but not received within a reasonable timescale (see para 6.6) it is considered that the Procurement Rules have been complied with.*

*** If seeking open competition is not feasible in the circumstances, where the contract value is below the works UK Procurement Threshold in the Procurement Legislation, a three quote process may be undertaken, provided that the reasons for not undertaking an open competition are recorded by the relevant officer on the Council's central decision recording system.*

8.2 The table below outlines the Council's requirements in terms of whom shall be responsible for undertaking the required procurement activity.

Threshold	Who Undertakes Procurement Activity
Threshold 1	The relevant service area
Threshold 2	The Procurement and Contract Management Service under instruction from the commissioning service area, or The service area with prior agreement from the Procurement and Contract Management Service
Threshold 3	The Procurement and Contract Management Service under instruction from the commissioning service area

8.3 All Contracts awarded must be in writing.

8.4 The Council's standard terms and conditions must be utilised for all contracts with a value below £30,000. Where the contract value is £30,000 or more, advice must be sought from Legal Services as to the form of contract to be entered into.

8.4 For Threshold 2 activity, three quotes represent a minimum requirement. It is strongly recommended that more than three quotes are obtained to enhance competition. Forward planning and engagement with the marketplace will help to ensure maximum value is achieved.

- 8.5 The Council will use the Oracle Sourcing Portal for all competitive tendering activities and, where appropriate, for three quotation activities as well.
- 8.6 Unless the value of the procurement activity exceeds the relevant UK Procurement Threshold, the Council will endeavour to provide a minimum of 10 days for suppliers to respond to a Tender Process.
- 8.7 In setting the procurement timeframes, whether or not the Procurement Legislation applies, the Council will consider, amongst other factors:
- 8.7.1 The nature and complexity of the contract being awarded;
 - 8.7.2 The need for site visits, physical inspections and other practical steps;
 - 8.7.3 The need for sub-contracting;
 - 8.7.4 The nature and complexity of any amendments made to the Council's requirements during the procurement activity; and
 - 8.7.5 The importance of avoiding unnecessary delay.

9. Social value

- 9.1 Social value considers the wider economic, community or environmental benefits than can be generated through how the Council delivers its activity and services, including when procuring goods, works or services from the Council's suppliers. These benefits can be measured through financial and non-financial metrics and can encompass the entire supply chain.
- 9.2 All officers undertaking procurement activity shall have regard to the requirements of the Council's Social Value Policy and Framework. By leveraging how the Council procures goods and services, the Council can create the maximum benefits for Lancashire. The Council's suppliers will not just be expected to deliver additional benefits, but to measure and report against these too.

10. General contract requirements

- 10.1 In the event that a low value Contract carries a disproportionate risk by means of concerning high risk services or service users, or carrying significant reputational, operational or financial risk, advice should be sought from Legal Services and the Procurement and Contract Management Service prior to any Contract award.
- 10.2 All Contracts shall require the Council to make payment within 30 days of receipt of an undisputed invoice and Contracts shall require a similar payment term to be reflected down any relevant supply chain. No arrangements for

payment in advance shall be entered into unless prior approval from Legal Services and Finance is obtained.

- 10.3 No contract shall include an indemnity on behalf of the Council unless prior approval has been sought and obtained from Legal Services, in accordance with [the Scheme of Delegation to Officers](#).
- 10.4 Attesting of the Council's seal may only be undertaken by delegated officers within Legal Services, following a decision taken by a delegated officer within the relevant service area and recorded on the Council's central decision recording system. Reference should be had to [the Scheme of Delegation to Officers](#) as to who is authorised to sign a particular Contract.
- 10.5 Notwithstanding the provisions of paragraph 10.4, any Contract that meets any of the following criteria must be made under seal:
 - 10.5.1 Any Contract that is required by law to be executed as a deed (which includes but is not limited to appointment of trustees, transfers of land, powers of attorney, some formal scheme amendments – please seek further guidance from Legal Services).
 - 10.5.2 Any agreement that is otherwise executed as a deed (for example, agreements for no consideration or where it is uncertain as to whether any valuable consideration exists (i.e. there is no price or no obvious benefit to a party), where an extended limitation period is required (standard Contracts have a 6 year limitation period whereas deeds have a 12 year limitation period).
 - 10.5.3 Any agreement with a value in excess of the [Key Decision](#) threshold unless the requirement is waived (as agreed by Legal Services and recorded in the Scheme of Delegation database).
- 10.6 In entering into any Contract, or issuing a Purchase Order, officers must have regard to and ensure compliance with any relevant provisions of [the Scheme of Delegation to Officers](#).
- 10.7 For Contracts awarded pursuant to the Procurement Act 2023 after 24 February 2025 that have a value greater than £5,000,000, a redacted copy of the awarded contract must be published within 120 days. Further, it shall be a requirement for those Contracts to contain a minimum of 3 key performance indicators, unless it could be reasonably determined that the supplier's performance under the contract could not be appropriately assessed by reference to key performance indicators.
- 10.8 When determining the appropriate duration of a Contract to be procured, or whether to utilise a valid Contract extension option, it is essential that officers consider not only the immediate financial implications but also the longer-term

internal and external costs associated with the potential switching of supplier(s) or solution(s) when the Contract term concludes. For the avoidance of doubt, the cost of changing supplier must not be used as a criterion in determining the award of a Contract.

11. Contract modification, short term contract extensions and direct awards

11.1 Such modifications, changes, awards or amendments that are not compliant with the relevant Procurement Legislation may result in a legal challenge, which if upheld, could result in the termination of the Contract as well as reputational and financial harm for the Council. Prior to modifying any Contract, whether in terms of value, duration, scope or otherwise, advice must first be sought from the Council's Procurement and Contract Management Service and Legal Services.

11.2 Contracts may only be modified, changed or amended in very limited circumstances and regard should be had to:

11.2.1 Section 74 and Schedule 8 of the Procurement Act 2023, after 24 February 2025, in respect of contracts to which the Procurement Act 2023 applies;

11.2.2 Regulations 13 and 14 of the Provider Selection Regime Regulations in respect of contracts for Health Care Services. For the avoidance of doubt, Regulations 13 and 14 of the Provider Selection Regime Regulations applies to contracts for Health Care Services which were originally let prior to 1 January 2024; and

11.2.3 Regulation 72 of the Public Contracts Regulations 2015 in respect of contracts to which the Public Contracts Regulations 2015 apply.

11.3 Where the modification of a contract awarded after 24 February 2025 results in that contract exceeding the UK Procurement Threshold (a "convertible contract"), consideration must be had to Section 74 and Schedule 8 of the Procurement Act 2023.

11.4 The direct award of any contract exceeding the relevant UK Procurement Threshold must be made in accordance with the justifications set out in the relevant Procurement Legislation.

12. Waiving the Procurement Rules

12.1 These Procurement Rules are mandatory and must be adhered to at all times. A waiver to these Procurement Rules must only be sought in exceptional circumstances, where it is demonstrated that adherence to these rules would be impractical or would cause a significant impediment to the fulfilment of an urgent or essential need. Such circumstances are rare and must be justified

with clear, compelling, and documented evidence that all other procurement avenues have been exhausted or are unviable.

- 12.2 The request for a waiver must be presented in a detailed and structured manner to the relevant officer(s) as determined by the table at 12.5, outlining the specific Procurement Rules from which a waiver is sought, the exceptional circumstances warranting such a waiver, and the anticipated benefits of granting the waiver versus adhering to the established rules.
- 12.3 The decision to grant a waiver will not be taken lightly and will require a thorough evaluation by the relevant officer(s). The relevant officer(s) will assess the potential impact on competition, value for money, transparency, and fairness of the procurement process. A waiver may only be granted if it is in the public interest and complies with all relevant laws and regulations, including those pertaining to anti-corruption and fair trading.
- 12.4 A departure from these Procurement Rules, whether by explicit reference or in principle, will require a waiver of the Procurement Rules. Advice must be sought from Legal Services and the Procurement and Contract Management Service concerning any request for a waiver.
- 12.5 The table below sets out which officers are authorised to approve a waiver of the Procurement Rules. For any requirement that is below the [Key Decision](#) threshold and falls outside of the limited circumstances permitted by the relevant regulations described at paragraph 11 of these Procurement Rules:

Contract Value	Authorised Officer
Up to £30,000	Relevant Director
£30,001 - £100,000	Relevant Director in consultation with the Head of Procurement
£100,001 – Key Decision threshold	Relevant Director or Executive Director, in consultation with the Head of Procurement, the Director of Finance and Commerce, and the Director of Law and Governance. The relevant officer(s) shall consult the Cabinet Member responsible for Procurement, prior to any decision to grant a waiver being taken.
Above the Key Decision threshold	Reserved to Cabinet

- 12.6 A decision to waive these Procurement Rules must be recorded on the Council's central decision recording system and, if applicable, an appropriate notice under the relevant Procurement Legislation issued.

12.7 Given the specialist nature of the roles and the market, these Procurement Rules provide an exemption, in relation to the appointment of Independent Investment Advisers and Shareholder Advisers to the Pension Fund (where the contract value is below the UK Procurement Threshold) from the requirement set out at paragraph 8 of these Procurement Rules.

13. Non-compliance

13.1 It is not possible to seek a waiver of the requirements of the Procurement Legislation.

13.2 Any proposed waiver of these Procurement Rules, the result of which would be a breach of Procurement Legislation, shall be recorded on the Council's central decision recording system as non-compliance with these Procurement Rules.

13.3 Advice from Legal Services and the Procurement and Contract Management Service on a route to compliance must be sought.

13.4 Identifying a compliant route for the activity is considered the priority. In the rare occasions that a compliant route cannot be identified the Director of Service must inform the Head of Audit and the Monitoring Officer. The Director of Service must draft a report on the non-compliance, steps taken to minimise risk and prevent reassurance. The Cabinet Members responsible for both Procurement and the relevant service area must be consulted on this report.

13.5 The Head of Internal Audit and the Head of Procurement will report annually to Audit Risk and Governance on all waivers and non-compliance, with an interim report to be provided six months prior to the full report.

13.6 The Monitoring Officer will report any illegality in accordance with section 5 of the Local Government and Housing Act 1989.

14. Notices

The Council shall ensure that all notices required by the relevant Procurement Legislation are published within the timescales set out in that Procurement Legislation.

15. Grants

The award of grants of public money may invoke the provisions of the Subsidy Control Act 2022 and/or Procurement Legislation as amended. In either case advice should be sought from Legal Services.

16. Definitions

In the Procurement Rules, the following terms shall have the following meanings:

Centralised Procurement Authority	A Contracting Authority that is in the business of carrying out procurement for and on behalf of, or for
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	the purpose of the supply of goods, services or works to other Contracting Authorities
Procurement Options	As defined at paragraph 7.1 of these Procurement Rules
Contract	Means any contract, whether in writing or not, including but not limited to the provision of services, goods or supplies or execution of works
Contracting Authority	Shall have the meaning ascribed under Procurement Legislation
Council	Means Lancashire County Council
Delegated Officer	Shall mean the employee of the Council, who by virtue of the Council's Constitution or the Council's Scheme of Delegation to Officers, has the authority to make decisions of behalf of the Council
Financial Rules	Means Lancashire County Council's Financial Rules published in accordance with section 151 of the Local Government Act 1972
Health Care Services	Has the meaning ascribed in the Common Procurement Vocabulary (CPV) codes set out at Schedule 1 to the Provider Selection Regime Regulations
Light Touch Services	Refers to those social and other services as described by the relevant Procurement Legislation
Procurement Legislation	Means the legislation which applies to the Council's procurement activity, as set out at paragraph 3
Provider Selection Regime	Means the procurement regime for Health Care Services set out in the Health Care Services (Provider Selection Regime) Regulations 2023
Relevant Authority	Has the meaning ascribed in the National Health Service Act 2006
Scheme of Delegation	Means the Council's Scheme of Delegation to Officers
SME	Means small and medium enterprises
Tender Process	Refers to any process to appoint a supplier
UK Procurement Threshold	Means the thresholds above which the provisions of the relevant Procurement Legislation are held to apply
VCFS	Means voluntary, community and faith sectors
Works, Supplies and Services	As defined in the Procurement Legislation