

Lancashire County Council Procurement Rules

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1. Interpretation

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

Central Purchasing Body (CPB)	A Central Purchasing Body (CPB) means a Contracting Authority that: <ul style="list-style-type: none">• acquires supplies or services intended for one or more Contracting Authorities; or <ul style="list-style-type: none">• awards public Contracts for works, supplies or services intended for one or more Contracting Authorities; or <ul style="list-style-type: none">• concludes framework agreements for works, supplies or services intended for one or more Contracting Authorities.
Contract	Means any contract, whether in writing or not, including but not limited to the provision of services, goods or supplies, any execution of works, the appointment of consultants, hire and leasing arrangements.
Contracting Authority	Shall have the meaning ascribed under the Regulations.
Council	Means Lancashire County Council.
Directive	Means Directive 2014/24/EU on public procurement.
EU Threshold	Means the thresholds above which the provisions of the Directive and the Regulations are held to apply as stated in Article 4 of the Directive.
Financial Regulations	Means Lancashire County Council's financial regulations published in accordance with s151 of the Local Government Act 1972.
Framework Agreement	Has the meaning ascribed in the Regulations, as set out at

	paragraph 6.1 of these Procurement Rules.
Procurement Documents	Has the meaning ascribed in the Regulations.
Regulations	Means the Public Contracts Regulations 2015 (as amended).
Schedule 3 Services	Refers to social and other services listed in Schedule 3 to the Regulations included at Appendix A for ease of reference.
Scheme of Delegation	Means the Council's Scheme of Delegation to Heads of Service
SME	Means small and medium enterprises.
Tender Process	Refers to any process to appoint a contractor.
TFEU	Means the Treaty on the Functioning of the European Union.
Third Sector	Means non-government and non-profit making organisations or associations, including charities, voluntary and community groups.
Works, Supplies and Services	As defined in the Directive.

1.2 Where the term "contractor" is used, this should be taken to include any provider or supplier of Works, Supplies and Services or economic operator as defined within the Regulations at Regulation 112.

2. Scope and Status of Procurement Rules

2.1. The Council is required as a matter of law¹ to make standing orders in connection with its contracting requirements for goods and supplies, services and works. These Procurement Rules form part of the Council's constitution and compliance with them by all staff is mandatory.

2.2. The Council is a Contracting Authority for the purposes of the Regulations and is therefore legally bound to comply with certain practices and procedures in the award of Contracts to which the Regulations apply.

2.3. These Procurement Rules are designed to assist the Council in complying with relevant legislation and to ensure that the public purse is managed in a proper and responsible fashion and in a way which will promote value for money and act as a safeguard for the Council and its staff against any allegations of dishonesty and corruption.

¹ S135 Local Government Act 1972

- 2.4. Consequently, save for the exceptions listed at 2.8, every Contract made by or on behalf of the Council shall comply with the provisions and principles of the TFEU, the Directive, the Regulations and all other applicable EU and domestic legal requirements, these Procurement Rules and Financial Regulations. In the event of any inconsistency between the provisions of the Procurement Rules and any legal requirement then the legal requirement shall prevail.
- 2.5. These Procurement Rules are supplemented by the Council's Procurement Strategy and Social Value Policy; and regard must be had to them in relation to any procurement activity.
- 2.6. When conducting procurement activities all staff must comply with the County Council Code of Conduct for Employees.
- 2.7. Where any employee either of the Council or of a contractor may be affected by any change in supplier/contractor, it is essential that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) are considered prior to commencing any Tender Process.
- 2.8. The provisions of these Procurement Rules shall not apply to Contracts for the provision of legal services or land transactions to the extent that these are exempted from the application of the Regulations and the Directive. In cases such as these further advice should be sought from Legal and Democratic Services.

3. Required approvals

- 3.1 Where contractual spend concerns a key decision² then appropriate approval to undertake a Tender Process should be sought from the Cabinet. Where a decision to undertake a Tender Process cannot await the next meeting of the Cabinet, the decision shall be taken by the Cabinet Member with responsibility for Procurement. This approval will provide authority to the relevant Head of Service 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 3.3 will apply.
- 3.2 Where contractual spend would not involve a key decision the relevant Head of Service must approve the commencement of a Tender Process, and recorded the decision on the Scheme of Delegation recording system.
- 3.3 The Head of Service 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 Head of Service shall ensure the relevant

² Advice in relation to what constitutes a [key decision](#) should be sought from Democratic Services

Cabinet Member is informed and the decision is recorded using the Scheme of Delegation recording system.

4. Principles of procurement

4.1. Any Tender Process conducted by the Council shall comply with the following principles:-

4.1.1. All contractors involved in any Tender Process shall be treated equally and without discrimination.

4.1.2. All Tender Processes should be conducted in a transparent and proportionate manner.

4.1.3. The design of any Tender Process shall not be made with the intention of excluding it from the scope of the Regulations and/or the Directive.

4.1.4. Achieve value for money for public money spent.

4.1.5. Be consistent with the highest standards of integrity.

4.1.6. Comply with all legal requirements

4.2. For the avoidance of doubt, the provisions of paragraph 4.1 shall apply equally to tenders or procurement activities below the EU Threshold as above the EU Threshold.

5. Contract value, lotting, aggregation and supplier selection

5.1. 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 paragraphs 9, 10 and 11). Please note that paragraph 11 only applies to Schedule 3 Services (as set out in Appendix A) and not to services Contracts generally.

5.2. The estimated total value of a Contract shall be the total value of the Contract net of VAT. This is the total consideration estimated to be payable over the full term of the Contract by the Council to the contractor, including any extensions.

5.3. Where the Contract is one where the benefit to the contractor is made up entirely or in part from benefits *other* than simple monetary payment³ from the Council, a best estimate of the total financial value should nonetheless

³ Such other benefits may include but are not limited to concessions, options, licences or more generally exposure to other opportunities or funding streams,

be ascertained and this should be treated at the relevant Contract value for the purposes of the application of the remainder of this paragraph 5.

- 5.4. Where, in relation to Contracts for Services, the Contract period or total value of the Contract is indefinite or uncertain, the estimated value shall be calculated on the basis that the Contract will be of four years' duration.
- 5.5. Where the Contract has an option to extend, then the proposed extension period must be included in determining the Contract value.
- 5.6. 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.
- 5.7. 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.
- 5.8. 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 the Regulations..
- 5.9. For Contracts above EU Threshold under the Regulations 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.
- 5.10. Where purchase requirements are lotted, the estimated value of Contracts should be the estimated value of all lots envisaged for the total term.
- 5.11. Whatever method is used for the calculation of the estimated Contract value, you must not choose a manner of estimated Contract values with the deliberate intention of excluding that Contract from the scope of the application of the Regulations or the Directive.
- 5.12. Contracts which are below the relevant EU Threshold may still need to be procured in accordance with the treaty principles of proportionality, mutual recognition, transparency, non-discrimination and equal treatment (derived from the TFEU), where there is potential for cross-border interest.

- 5.13. 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.
- 5.14. All contracts for works, services and goods in excess of £5 million will in accordance with the Government Procurement Policy Note 03/14: Measures to Promote Tax Compliance be subject to additional questions as part of the evaluation process.

6. Framework Agreements

6.1. The Regulations define a Framework Agreement as:

“an agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged”.

6.2. In other words, 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. It may be the case that a Framework Agreement itself is not a Contract, but the procurement to establish a Framework Agreement will still be subject to the Regulations and the Directive where the estimated value exceeds the relevant EU threshold, save where the subject matter of the framework is exempt from their application. All Framework Agreements established by the Council are required to be in writing.

6.3. The Council may set up its own Framework Agreements or may use Framework Agreements set up by other CPBs. Without prejudice to the remainder of this paragraph 6.3 and the requirements set out in paragraph 3 of these Procurement Rules, all purchases made via a CPB are deemed to comply with these Procurement Rules and no waiver will be required. In any eventuality, use of Framework Agreements must be exercised only through the Council's Procurement Services to ensure that such action reflects compliance with these Procurement Rules and the Regulations and any other appropriate legislation.

6.4. For the purposes of determining whether the value of a proposed Framework Agreement is such as to attract the application of the Regulations, please refer to paragraph 5.6 above.

6.5. 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 Framework Agreement and shall therefore require compliance with this paragraph 6 and these Procurement Rules generally.

6.6. A Framework Agreement shall not exceed 4 years' duration without prior approval of the Director of Corporate Services, which will only be given in exceptional circumstances where justified by the subject matter of the Framework Agreement. A call-off Contract may be let for a period of longer than 4 years, but not in a manner that distorts or restricts competition. Call-off Contracts should not in any event exceed more than 7 years' duration.

7. Grants

7.1. The award of grants of public money may invoke the State Aid Rules and/or the Regulations. In either case advice should be sought from Legal and Democratic Services Commercial and Procurement Team unless you have had confirmation from Government or a quasi-government body that the State Aid Rules and/or the Regulations do not apply OR you carry out appropriate procurement activity in compliance with these Procurement Rules and, where appropriate, the Regulations.

8. Use of Pre-Qualification Questionnaires (PQQs)

8.1 The use of PQQs for any Tender Process is governed by the Regulations (irrespective of value).

8.2 In order to determine whether you are permitted to use a PQQ and if you are, any requirement to use a national standard form PQQ is set out in Appendix C to these Procurement Rules.

8.3. In the event that you are required to use a standard form PQQ or alternatively you are not permitted to use a PQQ at all then this requirement cannot be deviated from or waived. The Procurement Service can provide further assistance and advice in connection with these requirements.

Paragraphs 9, 10 and 11 identify specific requirements for Service and Supply Contracts, Contracts concerning the execution of Works and Contracts for Schedule 3 Services.

The requirements set out below reflect the nature of the Services, Supplies and Works purchased by the Council and are designed to provide the most efficient and effective route to market, whilst maintaining compliance with both the Directive and the Regulations and appropriate governance.

9. Contract Procurement Activity Requirements for Services and Supplies by Value

Aggregate value	Quotes or Tender Process?	How should you approach the market?	Who undertakes the Procurement?	Must the Contract be formally advertised?	What is the minimum quote / tender period?
£0 to £9,999	Minimum of one quote	Email / Call Supplier for quote, raise requisition for LPS Purchasing Team. Use a Lancashire supplier if they offer best value.	Service Area	No	n/a
£10,000 to £74,999	Minimum of three quotes*	Raise a requisition for Procurement Service Purchasing Team, develop request for quotation documentation, quote process conducted through Oracle Sourcing Portal	Procurement Service Purchasing Team or Service Area where agreed.	No	10 days
£75,000 to £181,301	Via Tender Process	Oracle Sourcing Portal**	Procurement Service Category Management or Service Area where agreed.	Yes, via the LCC website and Contracts Finder	10 days
£181,302 and above	Via Tender Process	Oracle Sourcing Portal**	Procurement Service Category Management or Service Area where agreed.	Yes, via the OJEU, the LCC website and Contracts Finder	30 days (open procedure)

*If this is not reasonably practicable in the circumstances, the reasons for not doing so must be formally recorded by the relevant Head of Service.

**Whilst the Council's default option will be to tender electronically, there will be processes and procedures put in place to accept hard copies in appropriate circumstances by arrangement with the Procurement Service.

(Last updated to include revised EU Thresholds as from 1 January 2018, and the Council's new senior management structure as from 3 January Owner – Rachel Tanner)

10. Contract Procurement Activity Requirements for Execution of Works by Value

Aggregate value	Quotes or Tender Process?	How should you approach the market?	Who undertakes the Procurement?	Must the Contract be formally advertised?	What is the minimum quote / tender period?
£0 to £24,999	Minimum of one quote	Email / Call Supplier for quote, raise requisition for LPS Purchasing Team. Use a Lancashire supplier if they offer best value.	Service Area	No	n/a
£25,000 to £99,999	Minimum of three quotes*	Oracle Sourcing Portal**	Procurement Service Purchasing Team or Service Area where agreed.	No	10 days
£100,000 to £4,551,412	Via Tender Process	Oracle Sourcing Portal**	Procurement Service Category Management or Service Area where agreed.	Yes, via the LCC website and Contracts Finder	10 days
£4,551,413 and above	Via Tender Process	Oracle Sourcing Portal**	Procurement Service Category Management or Service Area where agreed.	Yes, via the OJEU, the LCC website and Contracts Finder	30 days (open procedure)

*If this is not reasonably practicable in the circumstances, the reasons for not doing so must be formally recorded by the relevant Head of Service.

**Whilst the Council's default option will be to tender electronically, there will be processes and procedures put in place to accept hard copies in appropriate circumstances by arrangement with the Procurement Service.

11. Contract Procurement Activity Requirements for Service Contracts for Schedule 3 Services (Only applicable to Schedule 3 Services).

Aggregate value	Quotes or Tender Process?	How should you approach the market?	Who undertakes the Procurement?	Must the Contract be formally advertised?	What is the minimum quote / tender period?
£0 to £615,277	To be determined as appropriate by Procurement and Legal Services*	Oracle Sourcing Portal**	Procurement Service Category Management or Service Area where agreed.	No	n/a
£615,278 and above	Process followed to be communicated in notice.	Oracle Sourcing Portal**	Procurement Service Category Management or Service Area where agreed.	Yes, via the OJEU, the LCC website and Contracts Finder	n/a

*The Regulations still provide obligations of transparency and equal treatment on a Contracting Authority awarding a contract which is of cross-border interest, in which case some form of advertising of the opportunity and process is likely to be required.

**Whilst the Council's default option will be to tender electronically, there will be processes and procedures put in place to accept hard copies in appropriate circumstances by arrangement with the Procurement Service.

(Last updated to include revised EU Thresholds as from 1 January 2018, and the Council's new senior management structure as from 3 January Owner – Rachel Tanner)

12. General Contract Requirements.

- 12.1. The optimum use of the Council's purchasing power must be made by aggregating purchases and through the use of Framework Agreements and Contracts. Where there is an approved Contract or Framework Agreement in place then this should be used in the first instance for purchasing Supplies, Services or Works.
- 12.2. All Contracts awarded by competitive tender must be in writing. Save where the Council's standard terms and conditions are used advice is to be sought from Legal and Democratic Services as to the suitability and adequacy of any proposed written conditions of contract.
- 12.3. 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 and Democratic Services Commercial and the Procurement Service prior to any Contract award.
- 12.4. All Contracts, whether in writing or otherwise, 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.
- 12.5. In the case of any Contract in writing, reference should be had to the Scheme of Delegation as to who is authorised to attest the Council's seal or sign a particular Contract. If in doubt contact Democratic Services.
- 12.6. Notwithstanding the provisions of paragraph 12.5, any Contract that meets any of the following criteria **MUST** be made under seal:
 - 12.6.1. 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 and Democratic Services).
 - 12.6.2. 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 years limitation period whereas deeds have a 12 year limitation period).
- 12.7. In entering into any Contract you should have regard to and ensure compliance with any relevant provisions of the Scheme of Delegation to Heads of Service.

13. Contract Modification & Short Term Contract Extensions

- 13.1. Contracts may only be modified, changed or amended in very limited circumstances and regard should be had to Regulation 72 of the Regulations. Such modifications, changes or amendments that are not compliant with the Regulations may result in a legal challenge, including termination of the Contract. Prior to modifying any Contract, whether in terms of value, duration, scope or otherwise, advice must first be sought from the Procurement Service.
- 13.2. Provided justification is agreed by the relevant Head of Service, and recorded on the Scheme of Delegation recording system, any Contract may be extended beyond its advertised term, provided that each of following circumstances apply:
- i. a compliant procurement process has commenced and will be complete by the date at which the extension to the Contract expires;
 - ii. the extension is a proportionate response to the circumstances;
 - iii. a break in service/supply would be detrimental to service provision;
 - iv. the value of the extension does not constitute more than 10% of the Contract value* for services and supply Contracts and 15% of the Contract value* for works Contracts; and,
 - v. the extension to the Contract is not more than three calendar months.

14. Waiving Procurement Rules

- 14.1 Any decision to be taken contrary to these Procurement Rules where the financial implications do not exceed £75,000 for Services and Supply contracts or £100,000 for works contracts AND the total contract value⁸ (including the value of any proposed or actual extensions) does not exceed the applicable EU Threshold must be formally recorded by the relevant Head of Service on the Scheme of Delegation recording system. All supporting documentation should be retained and made available to the Procurement Service.
- 14.2 Save as is provided for in paragraph 14.1, decisions taken contrary to these Procurement Rules must be taken by the Cabinet. Where a decision cannot await the next meeting of the Cabinet, the decision shall be taken by the Cabinet Member with responsibility for Procurement.

⁸ Contract value shall be determined in accordance with paragraph 5 of these Procurement Rules.

- 14.3 For avoidance of doubt, the definition of a waiver to these Procurement Rules incorporates decisions concerning the direct award of Contracts, including extensions to existing Contracts where the period and/or value of extension was not provided for in the original Tender Process.
- 14.4 For the sake of completeness, it should be noted that it is not possible to seek a waiver of the requirements of the Regulations or the Directive in relation to the procurement activity, but such conduct must be referred to the Head of Procurement and notified to the Cabinet Member responsible as portfolio holder for Procurement.
- 14.5 Save as is provided for in paragraph 14.1, decisions taken contrary to these Procurement Rules shall be reported to Cabinet on a monthly basis.

15. Paper Tenders

- 15.1 Any paper tenders received must be treated as per the Requirements for Tender Opening Procedures guidance set out as Appendix B to these rules.
- 15.2 Paper Tender Opening Procedures will be arranged by exception at the request of the lead officer for the given procurement process on notice of paper submission(s) under exceptional circumstances.

APPENDIX A: SCHEDULE 3: SOCIAL AND OTHER SPECIFIC SERVICES

Common Procurement Vocabulary (CPV) Code	Description
75200000-8; 75231200-6; 75231240-8; 79611000-0; 79622000-0 (Supply services of domestic help personnel); 79624000-4 (Supply services of nursing personnel) and 79625000-1 (Supply services of medical personnel) from 85000000-9 to 85323000-9; 98133100-5, 98133000-4; 98200000-5; 98500000-8 (Private households with employed persons) and 98513000-2 to 98514000-9 (Manpower services for households, Agency staff services for households, Clerical staff services for households, Temporary staff for households, Home-help services and Domestic services)	Health, social and related services
85321000-5 and 85322000-2, 75000000-6 (Administration, defence and social security services), 75121000-0, 75122000-7, 75124000-1; from 79995000-5 to 79995200-7; from 80000000-4 Education and training services to 80660000-8; from 92000000-1 to 92700000-8; 79950000-8 (Exhibition, fair and congress organisation services), 79951000-5 (Seminar organisation services), 79952000-2 (Event services), 79952100-3 (Cultural event organisation services), 79953000-9 (Festival organisation services), 79954000-6 (Party organisation services), 79955000-3 (Fashion shows organisation services), 79956000-0 (Fair and exhibition organisation services)	Administrative social, educational, healthcare and cultural services
75300000-9	Compulsory social security services
75310000-2, 75311000-9, 75312000-6, 75313000-3, 75313100-4, 75314000-0, 75320000-5, 75330000-8, 75340000-1	Benefit services
98000000-3; 98120000-0; 98132000-7; 98133110-8 and 98130000-3	Other community, social and personal services including services furnished by trade unions, political organisations, youth associations and other membership organisation services
98131000-0	Religious services
55100000-1 to 55410000-7; 55521000-8 to 55521200-0 (55521000-8 Catering services for private households, 55521100-9 Meals-on-wheels services, 55521200-0 Meal delivery service)	Hotel and restaurant services

Common Procurement Vocabulary (CPV) Code	Description
<p>55520000-1 Catering services, 55522000-5 Catering services for transport enterprises, 55523000-2 Catering services for other enterprises or other institutions, 55524000-9 School catering services</p> <p>55510000-8 Canteen services, 55511000-5 Canteen and other restricted-clientele cafeteria services, 55512000-2 Canteen management services, 55523100-3 School-meal services</p>	
79100000-5 to 79140000-7; 75231100-5;	Legal services, to the extent not excluded by regulation 10(1)(d)
75100000-7 to 75120000-3; 75123000-4; 75125000-8 to 75131000-3	Other administrative services and government services
75200000-8 to 75231000-4	Provision of services to the community
75231210-9 to 75231230-5; 75240000-0 to 75252000-7; 794300000-7; 98113100-9	Prison related services, public security and rescue services to the extent not excluded by regulation 10(1)(h)
79700000-1 to 79721000-4 (Investigation and security services, Security services, Alarm-monitoring services, Guard services, Surveillance services, Tracing system services, Absconder-tracing services, Patrol services, Identification badge release services, Investigation services and Detective agency services) 79722000-1 (Graphology services), 79723000-8 (Waste analysis services)	Investigation and security services
98900000-2 (Services provided by extra-territorial organisations and bodies) and 98910000-5 (Services specific to international organisations and bodies)	International services
64000000-6 (Postal and telecommunications services), 64100000-7 (Post and courier services), 64110000-0 (Postal services), 64111000-7 (Postal services related to newspapers and periodicals), 64112000-4 (Postal services related to letters), 64113000-1 (Postal services related to parcels), 64114000-8 (Post office counter services), 64115000-5 (Mailbox rental), 64116000-2 (Post-restante services), 64122000-7 (Internal office mail and messenger services)	Postal services
50116510-9 (Tyre-remoulding services), 71550000-8 (Blacksmith services)	Miscellaneous services

APPENDIX B: REQUIREMENTS FOR TENDER OPENING PROCEDURES

The following requirements are Tender Opening procedures applying to hardcopy tenders. The council must accept hardcopy paper tender returns to electronic tender processes in appropriate circumstances. Tenders received in the electronic tendering system shall be unlocked by the Procurement Service.

Pre-opening Procedure

1. All tender return dates should be set for a Tuesday or Friday at 10:00am to align with Tender Opening Procedures.
2. Hardcopy paper tenders received at a County Hall reception must be promptly receipted, have the time and date received recorded on the envelope/package and be placed in the tender box.
3. Tenderers are to be instructed by the appropriate instructions included within the published tender pack to ensure that the external surfaces of the envelope/package identifies the name and reference number of the tender process concerned only.

During the Opening Procedure

4. Tender Opening Procedures shall take place at County Hall every Tuesday and Friday at 14:30 in the presence of one officer from the Procurement Service and one officer from a separate service.
5. The officers shall ensure that the external surfaces of the envelope/package do not contain any franking thereon, or bear any marks, sign or reference which might indicate who the tenderer is. Any such tender that does not meet this requirement may be disqualified.
6. The officers shall open the tenders and record the name of the organisation that submitted the tender as well as the date and time the tender was received.
7. In the circumstance where the envelope/package does not identify the tender process it belongs to, the officers undertaking the opening procedure are required to open the tender and identify the tender process concerned. The officers will record their actions and apply the information identified at paragraph 3 onto the external surface of the tender, ensure it is properly sealed, and replace in the tender box.

Post Opening Procedure

8. A record of all hardcopy paper tenders received against electronic tender processes will be maintained by the Procurement Service.
9. A record of the collection of all hardcopy paper tenders following the Tender Opening procedure by the responsible officer will be maintained by the Procurement Service. This shall include the name of the responsible officer, the details of the tender recorded in paragraph 6, the date and time of collection.

Other Situations

10. Where the Head of Procurement has consented to a tender process conducted wholly independently of the electronic tendering system special provisions will need to be made to ensure the volume of paper tenders received can be opened at a Tender Opening Procedure.

APPENDIX C – REQUIREMENTS RELATING TO THE USE OF PQQS

TYPE OF PROCUREMENT	VALUE	PQQ Permitted	If using a PQQ - Standard Gov't PQQ and guidance issued under Reg 107 applies
Services/supply	£0 to £24,999	✘	N/A
	£25,000 to £181,301	✘	N/A
	£181,302 and above	✓	✓
Works	£0 to £24,999	✘	N/A
	£25,000 to £181,301	✘	N/A
	£181,302 to £4,551,412	✓	✘ but can choose to apply if you so wish
	£4,551,413 and above	✓	✓
Schedule 3	£0 to £24,999	✘	N/A
	£25,000 to £181,301	✘	N/A
	£181,302 to £615,277	✓	✘ but can choose to apply if you so wish
	£615,278 and above	✓	✓

(Last updated to include revised EU Thresholds as from 1 January 2018, and the Council's new senior management structure as from 3 January
Owner – Rachel Tanner)

APPENDIX D: GUIDE TO PROCUREMENT PROCEDURES

