

SECTION 22 - CONTRACT PROCEDURE RULES

~~Adopted by Council on 16 December 2013~~

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INTRODUCTION

1. A contract is a legally binding agreement under which the Council receives the benefit of, or incurs liability for, a valuable commodity. This could include:
 - Payment of money
 - Performance of services
 - Execution of work
 - Supply of goods or materials
2. This therefore includes day to day matters such as the placing of orders.
3. These Contract Procedure Rules ('Rules') have four main purposes:
 - To ensure that competition and propriety are present in the tendering and award of contracts for the procurement of all supplies and services and the execution of works;
 - To comply with the laws which govern the spending of public money;
 - To demonstrate good corporate governance;
 - To protect the Council and its officers from allegations of wrong doing regarding specific procurement decisions.

Scope

These Rules apply to the purchase of all goods, services and works purchased by the Council.

These Rules do not apply to:

- Contracts of Employment and
 - Contracts that relate solely to the purchase or acquisition of land and property where there is no other requirement specified by the Council as part of the land transaction.
4. These Rules are made under section 135 of the Local Government Act 1972 as amended. They include provision for competition, and regulate the manner in which procurement and tendering take place.
 5. These Rules apply to all officers involved in the letting of orders or contracts for works, services and supplies necessary for the delivery of the Council's functions, whether funded from Revenue or Capital sources. They provide a

basis for true and fair competition by providing transparent and auditable procedures, which, if followed, will give confidence that a fully accountable and unimpeachable procurement regime exists within the Council. These Rules also protect the legal position of the Council in respect of compliance with EU and UK law and in its contractual dealings with external suppliers and contractors. They also protect the interests of Members, officers and the residents of the District.

6. The legislation and processes regarding the letting of contracts can be complex and the Council has appointed an officer, the ~~Group Corporate Support~~ Manager Corporate Services (Herein after 'The GCSMCS'), to oversee the process by which contracts are placed. The GCSMCS is the reference point for all matters concerning contracts.

~~6.~~

7. The Monitoring Officer shall be consulted where clarification of the current law and the Council's legal position is required.

8. All officers involved in procurement activity are subject to the Financial Procedure Rules. No expenditure can be incurred unless the necessary Council or Cabinet authorisation has been given.

9. Where the Council has established specific democratic arrangements to control procurement such as PFI contracts or contracts arising from the application of the Local Government Act 1999 additional reporting and approval requirements will be necessary and will override the delegated powers given to ~~Corporate-Group~~ Managers.

C1 COMPLIANCE WITH CONTRACT PROCEDURE RULES

C1.1 The Council may from time to time approve a Procurement Code of Practice ('the Code') to assist officers and Members in the proper compliance with these Rules. The GCSMCS monitors the effectiveness of the Code and makes necessary amendments to ensure that the Code reflects best practice. However, should there be any inconsistency between these Rules and the Code then these Rules will take priority.

C1.2 The extensive provisions of EU and UK legislation governing procurement especially the EU Public Procurement Directives, the Local Government Act 1999 and associated Regulations and other relevant legislation and guidance apply to many of the contracts placed by the Council and must be complied with. EU and UK legislation will always override the provisions of these Rules.

C1.3 Legislation requires that contract values will be aggregated. The total

estimated value of the contract must be used. Contracts must not be disaggregated in order to avoid these Rules or any other legal requirements.

C1.4 ~~Corporate-Group~~ Managers/~~Managers~~ are required to produce realistic programmes for the letting of contracts and the resource implications need to be built into Service Plans. Adequate time must be allowed for statutory time periods and to fully prepare the Tender and contract documentation.

C1.5 Adequate records must be maintained by ~~Corporate-Group~~ Managers/~~Managers~~ to prove compliance with the provisions of these Rules and current legislation.

C1.6 Where a sub-contractor or supplier is to be nominated or named by a ~~Corporate-Group~~ Manager to a main contractor, then the provisions of these Rules shall apply as if the nominated or named sub-contractor was a main contractor.

C1.7 For all contracts or agreements relating to land and building acquisitions or disposals officers must comply with the Scheme of Delegation in Section 18 of the Constitution and the Council's ~~Strategic~~-Asset Management Plan from time to time in force.

C1.8 The Council's scheme of delegation, delegates to ~~Corporate-Group~~ Managers the ability to invite and award contracts through the use of approved procedures incorporated within these Rules and in the Code. Whilst responsibility to comply with approved procedures remains at all times with ~~Corporate-Group~~ Managers the Section 151 Officer with support from South West Audit Partnership shall ~~annually-on an ad hoc basis~~ inspect the operation of the procedures by each Group/Team and shall report to the ~~Corporate-Group~~ Manager concerned advising on the compliance or non-compliance.

~~Such inspection shall take place irrespective of any internal or external audit relating to the local procedures or any individual procurement but will be coordinated wherever possible.~~

C1.9 In the absence of a legislative requirement, the Council would be in breach of a fiduciary duty if it were to proceed without competition unless there were cogent reasons for doing so. In that event, the Council would at least have to be able to demonstrate that the price under the contract was not in excess of the market price and that it obtained best value for money.

C2 PREVENTION OF CORRUPTION

C2.1 Where a Member or an officer of the Council has a financial or other interest in a contract or proposed contract, and is also involved in the process of

letting or managing that contract, the Member or officer must comply with the Code of Conduct for Councilors or the Officer Code of Conduct as the case may be as set out in Appendices A and B respectively of the Constitution.

C2.2 The contract must be cancelled and any loss recovered where any person acting on behalf of the contractor:

- a) Offers, gives or agrees to give any Member or officer of the Council consideration of any kind as an inducement or reward with respect to the contract, or
- b) Commits any offence under the Bribery Act 2010.

An appropriately worded declaration, as to the above, must be included in all forms used for inviting Tenders and Quotations for contracts.

C2.3 Attention is also drawn to the Protocol on Officer/Member Relations set out in Appendix E of the Constitution.

C3 PROCUREMENT STANDARDS

C3.1 Duties of ~~Corporate-Group~~ Managers

(a) ~~Corporate-Group~~ Managers must:-

- Ensure that procurement within their Groups complies with these Rules and all applicable UK or EU legislation.
- Observe the responsibilities placed upon them by Financial Procedure Rules and any financial administrative instructions.
- Ensure that best use is made of framework arrangements, internal purchasing or where a corporate contract is in force.

(b) ~~Corporate-Group~~ Managers may delegate, in accordance with Section 18 of the Constitution, their procurement duties by appointing any other officer to act as authorised officer for the purposes of a particular contract. ~~Corporate-Group~~ Managers must ensure that any officer to whom such authority is delegated has undertaken appropriate training prior to exercising their delegation.

C3.2 Duties of Officers

All officers with delegated responsibility under C3.1 above:-

- Must keep up to date on the Council’s procedural requirements for procurement contained with these Rules, the Code and Financial Procedure Rules.
- Must ensure that procurements are transparent and fair to all prospective bidders.
- Must seek appropriate advice, operate appropriate procurement systems and maintain records of authorisations and decisions taken. They must also ensure that the form and contents of the order or contract is correct, and in the case of the contract, is legally enforceable by reference to [the GCSMCS](#) and [Law and Governance Services](#).

C4 SELECTION OF PROCUREMENT ROUTE

4.1 The procurement route to be taken is dependent on the estimated value of the goods, services, or works to be provided. Full details of the processes and related information are given in the Code associated with these contract regulations. The table below summarises these.

4.2 The value of the contract is the total value of the contract over its full duration including any extensions. Where the contract term is indeterminate or indefinite the value will be 48 times the monthly cost. When estimating the total value of a contract over its term, including extensions, **all elements of cost** must be considered not just the invoice value to be paid for the goods, works or services.

Threshold	Procurement Method	Details	Evaluation	Award
Estimated Up to £5,000	Request for Quotation	A minimum of three written quotations must be requested	Officer running procurement exercise	Corporate Group manager or officer with delegated authority from manager
Estimated £5,001 to £50,000	Request for Quotation	A minimum of 3 written quotations must be requested.	Officer running procurement exercise and Corporate Group	Corporate Group Manager or officer with delegated authority

			Manager	
Estimated £50,001 to EU Threshold	Formal Tender	5 formal quotes	Tender Evaluation Panel	Procurement Board
Above EU Threshold for Goods, Services or for Works	EU compliant Tender	For a total consideration in excess of relevant EU threshold, Public Contract Regulations 2006 must be complied with.	TEP	Procurement Board, Scrutiny and Cabinet

Aggregation

- 4.3 Where a single procurement for Works involves more than one contract, the value of all the contracts must be aggregated to decide whether a threshold has been reached.
- 4.4 For Goods and Services the threshold value will be the aggregation of the estimated value of separate contracts for meeting a single requirement and where a series of contracts or a renewable contract is entered into for supplies/services of the same type during a twelve month period.

Novel, Contentious or Repercussive Contracts

Contracts of the above nature should be referred to [the GCSM](#), in all cases, who will decide whether they should be dealt with by the Council's Procurement Board.

A proposal which is **novel or repercussive** could involve:

- A type of activity which the Council has not been involved in at all before i.e. it is wholly new and/or inconsistent with the Council's previous aims and objectives;
- An activity that has a significant impact on individuals, local communities, business and regulators and which has potential for significant media interest;
- A type of activity which the Council has been involved in previously, but where the proposal being put forward is a variant in some way e.g. the funding mechanism proposed may be significantly different to that

which is normally employed, or the Council could pay costs that it would not normally expect to pay;

- An activity involving an issue which is not adequately covered by relevant guidance and which is not covered by delegated powers.

And a proposal which is **contentious** could involve a degree of novelty, but the focus will be:

- Whether it is a proposal/project which the Council ought legitimately to be doing and whether support of the proposal either by direct funding or in some other way could be justified from a regularity, propriety, and value for money standpoint;
- Whether the mechanisms put in place to achieve the necessary outcomes are in conflict with existing rules/guidelines etc;
- Where the expenditure is difficult to forecast or cap;
- Where there is a high degree of financial risk, for whatever reason; or
- Where there might be contention of a political or policy nature for the Council.

C5 PROCUREMENT SYSTEM AND PROCESSES

5.1 Full details of the procurement processes are given in the Code.

Low Value Contracts

5.2 For contracts less than £5,000 three quotations should be requested. The quotation must be from a suitable supplier electronically or in writing. The quotation must specify:

- (a) The Goods, Services or Works to be supplied.
- (b) When they are to be supplied
- (c) The value of the transaction
- (d) Terms and conditions of contract
- (e) Terms of payment.

Works, goods or services to be procured between £5,001 and £50,000

- 5.3 A minimum of three written quotations must be sought from suitable suppliers. The quotation must specify:
- (a) The Goods, Services or Works to be supplied;
 - (b) When they are to be supplied;
 - (c) The value of the transaction;
 - (d) Terms and conditions of contract;
 - (e) Terms of payment.
- 5.4 A date must be set for the submission of quotations. This date must allow sufficient time relevant to the complexity of the request for suppliers to respond.
- 5.5 The criteria for award must ensure that best value is achieved.

Receiving and opening paper quotations

- 5.6 Paper submissions should be addressed to the officer requesting the quotation. No quotation should be opened until after the closing date/time specified in the RFQ documentation.

C6 PROCUREMENT £50,000 TO THRESHOLD

- 6.1 For procurement for goods, services or works where the value is between £50,000 and the EU thresholds the following minimum requirements must be met:
- (a) A notice/advert seeking expressions of interest must be placed on the Council's web based procurement portal or in any other appropriate publication;
 - (b) Or a minimum of five quotes obtained;
 - (c) The advert should specify a time limit of not less than 14 calendar days or 10 working days, whichever is the greater, within which interested parties must express their interest in tendering;
- 6.2 All Tender notices seeking expressions of interest must contain as a minimum:

- (a) Written specification
- (b) Terms and conditions
- (c) Award criteria
- (d) Tender submission instructions, closing date and time

Procurements above the EU Thresholds

- 6.3 In practice the Council carries out very little procurement activity which engages the procurement thresholds. For procurement above the EU thresholds (which must be checked as they change every two years) the relevant regulations and legislation must be complied with. Advice must be sought from ~~the~~ GCSMCS or Group Manager Law and Governance~~egal~~ Services prior to commencement of the procurement exercise.

C7 THE CONTRACT - TERMS AND CONDITIONS AND EXECUTION

- 7.1 All procurements must use the Council's terms and conditions or an appropriate model form of contract approved by the Group Manager Law and Governance~~egal~~ Services.
- 7.2 For most medium value purchases between £5,000 -£50,000 the Council's Standard Terms and Conditions will be applicable as set out in Financial Regulations.

Should a contract need to be entered into, this should be a Formal Contract signed by the Authorised Officer or an Officer who has been given written delegated authority with appropriate contract conditions.

~~Corporate~~ Group Managers shall ensure that all contracts are registered on the Contracts Register on the Council's web based portal detailing the name of supplier, for the provision of goods, services or works provided, the value of the contract, the term of the contract and if any extension terms applicable.

- 7.3 For all procurements with an estimated total value of £100,000 and above the Group Manager Law and Governance~~egal~~ Services must be consulted to produce a suitable set of conditions of contract **before inviting tenders**.

- 7.4 Where a contract is considered to be of a strategically important or politically sensitive nature, where the extended limitation period would be of value or the total value of the contract exceeds £50,000 the contract must be executed under seal. Otherwise contracts can be executed by an officer with appropriate delegated authority.

C8 RECEIVING AND OPENING QUOTATIONS AND TENDERS

- 8.1 Paper submissions should be addressed to the officer requesting the quotation. No quotation should be opened until after the closing date/time specified in the RFQ documentation.
- 8.2 All tenders over £5000 have to be submitted via the Council's web based procurement system.
- 8.3 Paper tenders may be submitted by suppliers provided the supplier can demonstrate that the supplier market is immature and does not have electronic capability. Such paper tenders must be sent in a sealed envelope to the officer who is running the tender exercise.
- 8.4 Paper tenders shall be opened by at the time and date prescribed for their opening by the officer running the procurement exercise in the presence of the ~~Corporate GMCS Manager~~
- 8.5 Late tenders received after the closing date and time shall be recorded but excluded from any subsequent assessment/evaluation unless there are exceptional circumstances agreed by the Procurement Board and they are satisfied that:
- There is evidence of dispatch by tender by the due date and time.
 - Other tenders have not been opened or there is no evidence that undue advantage or the process is fettered.
 - No unfair advantage is obtained from the absence of compliance.
 - It is in the Council's interest to allow the tender in the evaluation process.

C9 EVALUATION

- 9.1 Where the anticipated contract value will be £50,000 or above the officer running the procurement exercise will need to establish a Tender Evaluation Panel to (TEP) to evaluate tenders in accordance with the Council's advertised criteria stipulated in the tender documents and to make an award recommendation to the Procurement Board.
- 9.2 The TEP will include staff experienced in the goods, services or works to be provided and have the technical and administrative capacities necessary to give an informed opinion on tenders received by the Council. Where the TEP members do not have the necessary expertise to carry out

the evaluation on their own, the Council may engage a competent and independent Consultant to assist the TEP.

- 9.3 The TEP shall consist of the persons identified in the column Tender Panel as including in the table provided at Appendix T paragraph 5.3 of the Constitution.
- 9.4 Where the award is a key decision (above £100K), the Shadow Portfolio Holder shall be appointed as a voting member of the TEP.
- 9.5 Wherever possible, members of the TEP should not be in direct reporting line to one another. Should a member of the TEP resign or become ineligible for any reason, the evaluation shall continue without the member who has resigned or become ineligible. The only exception to this is if the TEP membership falls below three voting members, in which case the Chairperson shall appoint a replacement, which replacement shall meet the requirements set out in the table provided at Appendix T paragraph 5.3 of the Constitution.
- 9.6 Once the tender evaluation process is completed, for all contracts estimated to be over the OJEU limit the TEP shall be responsible for producing a tender report to be submitted to the Procurement Board for its review prior to Cabinet/Scrutiny approval of preferred supplier.
- 9.7 The TEP must maintain confidentiality during the tender process and restrict any contact with suppliers during the tendering process to essential official communication only.
- 9.8 Members of the TEP must declare any conflict of interest they may have due to a link with any supplier.

C10 AWARDING CONTRACTS AND AUDIT TRAILS

- 10.1 The results of the tender evaluation process must be documented by the Officer responsible for leading the procurement exercise.
- 10.2 Any Officer awarding a contract must ensure that the necessary authority to enter into the contract has been obtained (in accordance with the Financial Regulations) and that the Council has the funds available to meet all of its financial obligations under the contract.
- 10.3 Officers responsible for leading the procurement exercise should ensure that records of their procurement activity are retained in electronic and hard-copy format as described in the Code.

- 10.4 A copy of the signed contract and electronic copies of such must be retained by the officer responsible for leading the procurement activity. The original signed contract must be forwarded to [the Group Manager Law and Governance Services](#) to be registered on the legal database and stored in the Deed Safe.
- 10.5 All contracts must be added to the Corporate Contracts Register, via [the GCSMCS](#), on the day of the award of contract.

C11 EXTENSIONS AND AMENDMENTS TO CONTRACTS OR FRAMEWORK AGREEMENTS

- 11.1 Any contract or Framework Agreement may be extended provided its terms and conditions allow for an extension and no substantial changes form part of the extension. If the contract manager wants to make a change to the contract/agreement during it's term the advice of [Law and Governance Services](#) must be sought. Substantial changes could trigger the need for a new procurement exercise.
- 11.2 The following changes will be categorised as “substantial changes”, requiring a tender process for a new contract/agreement:
- a change of contractor, other than following insolvency and corporate restructuring of the original contractor;
 - any change that, had it applied during the tender process, would have led to different contractors being selected to be invited to tender or a different contractor winning the tender;
 - a “considerable” extension of the scope of the contract to cover new supplies, services or works it does not currently cover; or
 - any change to the economic balance of the contract in favour of the contractor.
- 11.3 Any proposed extension to the contract/agreement shall be subject to a report and sign off through the Procurement Board.
- 11.4 The contract manager must demonstrate that the extension will achieve best value for money and is reasonable in all the relevant circumstances.
- 11.5 The Corporate Contracts Register must be updated to reflect the new termination date and contract value.

11.6 Where the value of an extension exceeds £100,000 written approval must be obtained following consideration of a written report. The report should be addressed to the GCSMCS and will be considered by at least two of the following officers:

- (a) GCSMCS.
- (b) Monitoring Officer.
- (c) Section 151 Officer.
- (d) A legally qualified member of Law and Governanceegal Services.

An extension will only be granted if it can be demonstrated that this will achieve Best Value for the Council and will not contravene any legal requirement.

11.7 When seeking an extension, the report to the GCSM must address the following issues:

- Reasons for the extension and confirmation as to why re-tendering may not be appropriate at that precise moment;
- Costs associated with any extension and comparable costs for any alternative options, if available, demonstrating how value for money is achieved;
- Rationale for the duration of the extension;
- Relevant market conditions;
- That the contract was initially won as a result of the competitive process;
- That the contractor is performing well; and
- That there are no significant deficiencies in the way the requirements of the existing contract are being met.

11.8 Cabinet approval must be obtained for any extension which;

11.8.1 Exceeds an annual value of £1 million of the total contract price.

11.8.2 The matter to which the contract being extended relates is commercially, politically or strategically sensitive.

C12 EXEMPTIONS TO THESE CONTRACT REGULATIONS

12.1 These Rules apply to all Goods, Services and Works purchased by the Council. Exemptions to these Rules may be considered which are not subject to existing legislation. The reasons set out below may be considered for not complying with the full Rules:

- (a) Procurements which have been registered as Partnerships or Grants.
- (b) Works orders placed with utility companies, e.g. for re-routing cables or pipe work. The term “utilities” does not include telecommunications.
- (c) Genuine emergencies – Critical preventative or remedial work where there is a real and imminent risk to the safety of people or property arising from a hitherto unforeseen ‘catastrophic’ event or incident such as fire, bombing, flooding, major landslide, etc. Any contract entered into by the Council under this exemption must not be for a term of more than 6 months.
- (d) Urgent situations not of the Council’s own making. The urgency must have been reasonably unforeseeable (e.g. existing supplier going into liquidation, urgently imposed statutory changes, etc.) and genuinely be a case of ‘time is of the essence’. However, urgency arising through problems of the Council’s own making (whatever the cause and regardless of whether it involved previous delays or shortage of resources, etc.) shall not in itself justify exemption. Any contract entered into by the council under this exemption must not be for a term of more than 6 months.
- (e) Collaborative/Joint Purchasing – Where another authority/public body is acting as ‘lead buyer’ and provided that the person(s) awarding the contract can demonstrate the arrangements comply with the requirements of Best Value and other applicable legislation including, where relevant, the EU Procurement Directives. This includes any recognised wider public sector agreements including, for example, Office of Government Commerce (OGC) contracts, etc.
- (f) Sole source of supply - Where suitable goods or service are genuinely only available from one supplier (e.g. if patent, copyright or other exclusive design rights exist). Similarly, for any highly specialised/niche services where, for all practical purposes, no realistic alternative source of supply exists.
- (g) Reasons of compatibility - If compatibility with existing goods, equipment or services is essential and where they cannot be sourced from another supplier (e.g. spare parts/components for existing

equipment) or where additional units are being purchased to match existing equipment and there is an overwhelming case for matching the existing items on the grounds of functionality, aesthetics, etc.

Requests for exemption from these Rules should be submitted in writing, to [the GCSM](#), and using the format detailed below.

Minor Exemption for contract values less than £100k

12.2 For all exemption requests with a total contract value less than £100,000 the Request for Minor Exemption Form, at Appendix A hereof, must be completed and submitted to [the GCSM](#).

Major Exemption for Contract values over £100k but less than the relevant EU threshold.

12.3 For all exemptions with a total contract value greater than £100,000 but less than the relevant EU threshold the Request for Major Exemption Form, at Appendix B hereof, must be completed and submitted to [the GCSM](#).

12.4 The advice of [the GCSM](#) should be sought prior to the submission of a completed Exemption Request Form.

12.5 The Exemption will be considered by at least two of the following officers:

- (a) [GCSM](#)
- (b) Monitoring Officer
- (c) Section 151 Officer
- (d) A legally qualified member of [Law and Governance Services](#)

All Exemption Requests

12.6 All exemptions received by [the GCSM](#) will be either:

- (a) Approved, registered and confirmed with the requesting officer;
- (b) Held pending a request for further information (where appropriate);
- (c) Rejected stating the reasons why; or
- (d) Referred to Cabinet for determination.

- 12.7 The officer requesting the exemption will be responsible for ensuring that the information submitted is correct.
- 12.8 The procurement may proceed only after the written notification of approval is received by the officer undertaking the procurement exercise.
- 12.9 All requests for exemption which would contravene English law or European law in force in England will be rejected.
- 12.10 If the exemption is approved, the application form will be endorsed and returned to the relevant officer who must enter the contract onto the Central Contracts Register, via the [The GCSM](#). A copy of the exemption will be retained by the [The GCSM](#).

C13 PROMPT PAYMENT OF INVOICES

- 13.1 The prompt payment of invoices is a published performance indicator for the Council, and delays in payment may result in interest being charged by the supplier under the Late Payment of Commercial Debts (Interest) Act 1998. The Act allows small businesses (50 or less employees) the right to claim interest for late payment from other businesses and public sector organisations. It is therefore essential that all undisputed invoices are paid within 30 days.

CONTRACT PROCEDURE RULES

Glossary of Terms

Approved Capital Programme	Schemes and related expenditure approved by the <i>Council</i> for projects such as improvements to existing properties, land purchases, and any additional expenditure on fixed assets.
Best Value	A framework for the planning, delivery and continuous improvement of <i>Local Authority</i> services.
Budget	All the financial resources allocated to different services and projects.
Cabinet	Up to 10 portfolio-holding <i>Councillors</i> , including the Leader and the Deputy Leader, responsible for carrying out almost all of the <i>Council's</i> functions.
Chief Executive	The most senior <i>Officer</i> employed by the <i>Council</i> . Also carries the statutory officer role of Head of Paid Service.
Chief Finance Officer	The <i>Officer</i> responsible for the administration of the financial affairs of the <i>Council</i> ; also known as the Corporate Financial Manager or Section 151 Officer.
Confidential Information	Information either given to the <i>Council</i> by the Government on terms which forbid its public disclosure or which cannot be publicly disclosed by Court Order.
Constitution	The document setting out how the <i>Council</i> operates, how decisions are made and all the procedures that have to be followed.
Council	This term can be used to describe Mendip District <i>Council</i> as a corporate legal entity or the collective name for elected <i>Councillors</i> in their decision making role.
Councillor	A person who has been elected by the residents of a Ward to serve a term of office as their representative on the <i>Council</i> .

<u>Corporate Group Manager</u>	The most senior <i>Officers</i> , after the <i>Chief Executive</i> <u>and the Deputy Chief Executives</u> , each of whom is responsible for <i>Council</i> service departments
Disaggregated	The splitting of procurement into smaller components.
EU Thresholds	Published values for works, services and supply contracts over which the full application of public procurement rules apply.
Exempt Information	Information as defined in current legislation which may be withheld from public disclosure.
Framework Agreement	A Framework Agreement is a formal agreement which sets out terms and conditions under which specific purchases can be made by parties to the agreement throughout the term of the agreement from the successful bidder in unpredicted quantities at various times during the period that the agreement is in force.
Local authority	The term used to describe a parish, district, county or unitary <i>Council</i> .
Member	A person who is elected to serve on the <i>Council</i> .
Monitoring Officer	The <i>Officer</i> charged with ensuring that everything that the <i>Council</i> does is fair and lawful.
Officer	A person employed by the <i>Council</i> .
Authorised Officer	The Chief Executive, <u>the Deputy Chief Executives</u> , any <u>Corporate Group Manager</u> , the Monitoring Officer, the <u>Ssection 151 Officer</u> .
Order	A procurement resulting from a <i>Quotation</i> using a <i>Purchase Order</i> .
<u>Corporate Group Manager Governance Assets and Public Spaces Corporate Services ('The GMCS')</u>	The <i>Officer</i> appointed by the <i>Council</i> to oversee all contracts.

Portfolio Holder	A <i>Member of the Cabinet</i> who carries responsibility for certain specified functions. The <i>Cabinet</i> may delegate decision making powers to a <i>Portfolio Holder</i> .
Procedure Rules	Detailed rules, which govern how the <i>Council</i> operates and how decisions are taken.
Procurement Code of Practice	A Procurement Code of Practice approved and amended from time to time in accordance with delegated authority given under C1.1 of Contract Procedure Rules
The Procurement Board	A duly constituted board whose purpose is to check, challenge and approve Tender level Procurements. The Procurement Board will act as an “approval gateway” to ensure that Tender Level Procurements are (i) robust in approach, (ii) legally compliant, (iii) strategically sound and (iv) competitively sourced
Quotation	A price obtained either verbally or in writing for contract to be obtained using a <i>Purchase Order</i> .
Quotation Procedure	The Corporate Support GMCS Manager will set down Quotation Procedures, which will be contained in the <i>Procurement Code of Practice</i> .
Scheme of Delegation	A scheme approved by the <i>Council</i> whereby a Committee or an <i>Officer</i> is authorised to carry out and make decisions upon certain specified functions and services.
Tender	A written bid for a Capital or Revenue contract obtained following a formal process.
Tender Evaluation Procedure	The Corporate Support GMCS Manager will set down Evaluation Procedures, which will be contained in the <i>Procurement Code of Practice</i> . These will include an assessment of the price/quality criteria determined at the time of preparing the specification for the procurement.
Tender Procedure	The GMCS Corporate Support Manager will set down Tender Procedures, which will be contained in the <i>Procurement Code of Practice</i> .

Virement

Moving funds from one area of expenditure to another.