



# MELTON BOROUGH COUNCIL

# CONTRACT PROCEDURE RULES

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Where the Council is procuring through the Welland Procurement Unit, there is no further requirement to seek alternative quotes and tenders.

The Contract Procedure Rules for the lead authority adopted by the Welland Executive Panel (joint committee) for a procurement will be applied by the Welland Procurement Unit.

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## Glossary of Defined Terms

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|---------------------------------------|---|
| <b>Approved Contract</b>              | A Contract that has been created in accordance with the Contract Procedure Rules for Call Off or use by the Council. A list of contracts can be found on the Contracts Database.  |
| <b>Approved Standard Terms</b>        | The terms and conditions for use in contracts as agreed by an appropriate legal officer. These terms may need to be supplemented for specific contracts.  |
| <b>Authorised Officer</b>             | The Officer referred to in these Contract Procedure Rules as having authority to award a contract. (see 3.10)   |
| <b>Buyer Profile</b>                  | A database, accessible by potential suppliers through the internet, listing the Council's proposed, current and concluded contracts with a value of over £50,000.   |
| <b>Call Off</b>                       | A specific requirement which can be satisfied under the terms of a Framework Agreement, and which invokes the terms of that Framework Agreement to form a contract  |
| <b>Central Purchasing Body</b>        | (a) A Contracting Authority which—<br>acquires goods or services intended for one or more contracting authorities;<br>awards public contracts intended for one or more contracting authorities; or<br>concludes framework agreements for work, works, goods or services intended for one or more contracting authorities. |
| <b>Code of Conduct</b>                | The code regulating conduct of Officers contained within the Council's Constitution.  |
| <b>Contracting Authority</b>          | The public sector or other entity which lets and manages a contract for its own use and / or for the use of other entities.   |
| <b>Contracts Database</b>             | The record of contracts held by the Council or by the Welland Procurement Unit on its behalf.   |
| <b>Contract Procedure Rules</b>       | These Rules which are approved by Council and which govern all officers and agents or consultants working on their behalf in the conduct of procurement activity.   |
| <b>Council's Procurement Strategy</b> | Defines the overall approach to procurement related activity for the Council.   |
| <b>Engagement of Consultants</b>      | Any use of professional help in supporting deliverables.  |
| <b>EU Procurement Directive</b>       | Regulations which are given the force of law in the UK through The Public Contracts Regulations 2015 As Amended and any successor regulations which specify in detail the procedures by which public bodies shall undertake their procurements.   |
| <b>EU Threshold</b>                   | The threshold value at which EU Procurement Directive must be   |

applied if expected to be exceeded by the *Total Value*; unless a legal exemption applies.

The thresholds are to be found in Appendix D.

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|--|--|
| <b>Financial Health Check</b>                      | A financial risk assessment of the finances of company, parent or group of organisations in order to establish their liquidity, profitability, stability and capability to support a contract of the value required.   |
| <b>Financial Procedure Rules</b>                   | The Financial Procedure Rules as approved by the full Council.   |
| <b>Framework Agreement</b>                         | An agreement where the overall terms and conditions are agreed, but a contract is only formed in accordance with those terms and conditions when a Call Off of a specific requirement is made.   |
| <b>Goods</b>                                       | Goods which are covered by the EU Procurement Directive if they meet the relevant value threshold  |
| <b>Industry Standard Terms</b>                     | Specific terms or conditions which are relevant only to the goods or service being purchased, or the industry sector or market within which the contract will operate.   |
| <b>Invitation to Tender</b>                        | Invitation to tender documents in the form required by Contract Procedure Rules.   |
| <b>Light Touch Regime</b>                          | Refers to those social and other specific services covered by Part 2, Chapter 3, Section 7 of the Public Contract Regulations 2015.  |
| <b>Management Team</b>                             | Consists of the Chief Executive, Strategic Directors, and Heads of Service, which meet together as a decision making body.   |
| <b>The Officer</b>                                 | The Officer responsible for undertaking a purchase (see section (1.4))   |
| <b>OJEU Notice</b>                                 | Notice (advertisement) posted in the Official Journal of the European Union. Includes a Prior Information Notice, a Contract Notice or an Award Notice.  |
| <b>Parent Company Guarantee</b>                    | A contract which binds the parent of a subsidiary company as follows: If the subsidiary company fails to do what it has promised under a contract with the Council, they can require the parent company to do so instead.  |
| <b>Performance Bond</b>                            | An insurance policy: if the contractor does not do what it has promised under a contract with the Council, the Council can claim from the insurer the sum of money specified in the Bond (often 10% of the contract value). A Bond is intended to protect the Council against a level of cost arising from the contractor's failure. |
| <b>Pre-determined objective selection criteria</b> | The factors that will be assessed as part of the selection for tender short listing (above EU Threshold only) or final evaluation. These are normally backed up by a scoring mechanism and guidelines to enable an objective assessment.   |
| <b>Purchasing Cards</b>                            | A Purchasing Card is designed for the purchase of low value  |

goods and services. Procedures for the use of Purchasing Cards will be published in the *Financial Procedure Rules*.

**Service Contracts** Contracts let by public authorities for services as defined in The Treaty of Rome which is for anything other than civil engineering and building works and works concession contracts.

**Social Value Act** The Public Service (Social Value) Act 2012 requires those tendering any Service over the OJEU threshold to consider the economic, social and environmental well-being of the relevant area [normally the Borough of Melton] and to apply this to the procurement process. This requirement is not applicable to Services under the OJEU limit, Goods or Works tenders.

**Tenderers** Organisations who have been invited to submit a tender to the authority.

**Total Value** The whole of the value or estimated value (in money or equivalent value) for a group of similar commodities or services :

- whether or not it comprises several lots or stages across the Council as a whole;
- whether or not it is to be paid or received by the Council.

The *Total Value* shall be calculated as follows:

- (a) where the contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the period;
- (b) where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions in the coming 12 months;
- (c) where the contract is for a duration which cannot be determined, by multiplying the monthly payment by 48;
- (d) for feasibility studies: the value of the scheme or contracts which may be awarded as a result;
- (e) for nominated suppliers and sub-contractors: the *Total Value* shall be the value of that part of the main contract to be fulfilled by the nominated supplier or sub-contractor; or
- (f) where an in house service provider is involved, by taking into account redundancy and similar/associated costs.

**Welland Procurement Unit** The Welland Procurement Unit (WPU) is the Welland Partnership procurement service shared by this Council and by other Councils. The WPU issues guidance and offers assistance on procurement matters to all participating Councils. (See 1.4)

**Works Contracts** Contracts let by public authorities for civil engineering and building works and works concession contracts.

**Written Quotation** Must be in letter, fax or email and must be addressed personally, contain pricing information and delivery details. Printouts of catalogues are not written quotations.

# **Contract Procedure Rules**

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## **RULE 1 – INTRODUCTION AND PURPOSE**

### **1.1 Primary Objectives**

The *Contract Procedure Rules* set out the regulations which must be followed by the Council when it procures *Goods, Services and Works*.

The Rules have four primary objectives:

- (a) To ensure that the Council obtains value for money and fulfils the duty of achieving best value as defined in Section 3 of the Local Government Act 2003.
- (b) To ensure that the Council complies with English law and European law in force in England that governs the procurement of *Goods, Services and Works*.
- (c) To establish tendering procedures which when followed should protect members and *Officers* of the Council from any allegation of acting unfairly or unlawfully which may be made in connection with any procurement by the Council of *Goods, Services, or Works*.
- (d) To ensure that any risks associated with entering into the contract are assessed as part of the procurement process

A detailed **Toolkit** supplements these *Contract Procedure Rules* (see the Melton Q drive, Procurement).

### **1.2 Scope of Contract Procedure Rules**

1.2.1. These Rules apply to all procurements by the Council unless any such procurement is expressly excepted under these Rules, or subject to an exemption.

1.2.2. The Rules apply to all procurement activity including:

- (a) *Defined Contracts* that are for a defined requirement for a firm price.
- (b) *Framework Agreements* where the overall terms are agreed but the contract will only be formed when the specific requirement is called off.
- (c) *Works Contracts* where contracts are let by public authorities for civil engineering and building works and works concession contracts.
- (d) *The engagement of Consultants*

1.2.3. If there is any change to English law or European law in force in England which affects these rules then that change must be observed until these rules can be revised. If these Rules conflict in any way with English law or European law in force in England then that legislation or case law takes precedence and the Monitoring *Officer's* advice should be sought.

- 1.2.4. The *Officers* authorised to award contracts on behalf of the Council will have delegated powers issued through the Council's Constitution.

### 1.3 Exemptions and Exceptions

- 1.3.1. Unless a Contract falls within the list of general exceptions set out in Appendix A it can only be exempted from these Rules ('an Exemption') in accordance with these Rules.
- 1.3.2. The Council may consider a request for an exemption to these *Contract Procedure Rules* in exceptional circumstances. The Council has no power to vary or exempt the requirements of EU legislation or English law.
- 1.3.3. An 'Exemption Request Form' can be found at Appendix B and is also available electronically for digital signature. When an Exemption is sought this must be submitted to the Solicitor to the Council and Head of Central Services.
- 1.3.4. Finance and Legal Services will ensure that a decision on a request for an Exemption is made within 5 working days of receipt of the relevant Form.
- 1.3.5. Requests for Exemptions will either be approved or rejected by the Solicitor to the Council or referred to the *Management Team* for determination.
- 1.3.6. If the Exemption is approved, the application form will be endorsed and returned to the relevant department with a copy retained by Legal Services.**

### 1.4 Officer Responsibilities

- 1.4.1. The *Officer* responsible for purchasing ("the *Officer*") must comply with these Rules, the *Financial Procedure Rules* and all UK and European Legislation in force in England.
- 1.4.2. The *Officer* must also ensure that agents acting on their behalf also comply with this requirement.
- 1.4.3. The *Officer* responsible for the contract must comply with the Council *Code of Conduct* and must not invite or accept any gift or reward in respect of the award or performance of any contract.
- 1.4.4. The *Welland Procurement Unit* (WPU) is the procurement service shared by this Council and other Councils admitted by the Welland Partnership Joint Committee. The WPU issues guidance and offers assistance on procurement matters to all the participating Councils.



- 1.4.5 The *Officer* must have regard to current guidance provided by the *Welland Procurement Unit* and the principles of the *Council's Procurement Strategy*.
- 1.4.6. The *Officer* must establish if an existing *Approved Contract* exists before seeking to let another contract. This contract must be used unless there is an overriding reason why not, that must be approved by the *Welland Procurement Unit*.
- 1.4.7 Where the Council is procuring through the *Welland Procurement Unit*, there is no further requirement to seek alternative quotes and tenders. The *Contract Procedure Rules* for the lead authority adopted by the Welland Executive Panel / Joint Committee for a procurement will be applied by the *Welland Procurement Unit*.
- 1.4.8 The *Officer* must consult with the *Welland Procurement Unit* prior to commencing any tendering activity where the contract value may be greater than the *EU Threshold*.
- 1.4.9 The *Welland Procurement Unit* must ensure that when any employee may be affected by any transfer arrangement, the relevant issues are considered, including Transfer of Undertaking Protection of Employment (TUPE), and that appropriate Legal/HR advice is obtained before proceeding with inviting tenders or quotations.
- 1.4.10 If the Head of the *Welland Procurement Unit* is not available to provide advice for any reason, in respect of 1.4, then this should be referred to the Head of Central Services and Solicitor to the Council.

## **1.5 Consultants**

- 1.5.1 An *Authorised Officer* may only appoint external consultants or advisors providing professional or consulting services if such services are not available within the Council or if Council *Officers* providing them do not have the resources to meet the needs of the service. Where such services are available in-house, the *Authorised Officer* must consult with a Strategic Director or the Head of Service before taking any decision to make an external appointment.
- 1.5.2 The appointment of external consultants and advisors shall be undertaken in accordance with the relevant sections of the Welland Procurement Guidance.
- 1.5.3 External consultants and technical officers engaged to supervise contracts must follow these Rules as applicable and their contracts for services must state this requirement.
- 1.5.4 All contracts for external consultants and advisors shall explicitly require that the consultants or advisors provide without delay any or all documents and records maintained by them relating to the services provided on request of the *Authorised Officer*, and lodge all such documents and records with the appropriate *Officer* at the end of the contract.

- 1.5.5 The *Authorised Officer* shall ensure that any consultant working for the Council has appropriate indemnity insurance.

## **1.6 Partnership arrangements**

- 1.6.1 These Rules apply to any proposal for the Council to become involved in a joint venture or partnership, including the monitoring of any such arrangement. A joint venture or partnership:
- Includes any formal arrangement involving one or more organisations in addition to the Council through which either a specific project or services within any of the functions of the Council are to be provided, and
  - Provides a role for the Council or any of its members or *Officers* in whatever structure is used to deliver the project or services involved (such structures may include, but are not limited to, companies, trusts and management committees).

### *Joint arrangements*

- 1.6.2 Before any consideration is given to the Council entering into a joint venture with the private sector or a strategic service delivery partnership with any external organisation, the Head of Service concerned must submit information detailing the proposed joint venture or partnership to the appropriate authorising *Officer* as determined on a case by case basis. They will give consideration to the proposed joint venture in accordance with these Rules and will ensure that an appropriate Steering Group is convened.
- 1.6.3 Procurement processes for strategic partnerships must include, where relevant:
- The issue of an information memorandum to prospective bidders setting out the background to the project, the Council's objectives and an outline of the procurement process and timetable, with roles and responsibilities made clear.
  - An invitation to bidders to demonstrate their track record in achieving value for money through effective use of their supply chain, including the use of small firms; this should continue to be examined as part of contract management.
  - The inclusion in invitations to tender (or negotiate) for partnerships a requirement on bidders to submit optional, priced proposals for the delivery of specified community benefits which are relevant to the contract and add value to the community strategy.
  - Clear indication of roles and responsibilities, including nomination of the lead authority where appropriate.

## **RULE 2 – PROCEDURE BY VALUE OF REQUIREMENT**

### **2.1 General Principles**

- 2.1.1. Obtaining value for money is an underlying principle, although the complexity of the procurement procedures that must be followed will vary according to the value and risk.

2.1.2. The *Total Value* of the procurement is defined as the total anticipated contract/purchase value and this will be determined by either:

- (a) The *Total Value* of the *Goods, Services or Works* if a one-off purchase;
- (b) The total contract value over the full duration of the contract including any options to extend (not just the annual value). When the duration of the contract cannot by its nature be determined, the value will be the monthly estimated cost x 48;
- (c) For *Framework Agreements* with no guaranteed commitment the contract value will be the estimated value of *Call Off's* over the full duration of the contract.

2.1.3. A summary of the process and responsibilities can be found at Appendix C.

2.1.4. The Head of Central Services must be consulted in advance where the criterion weighting given to price is less than 50%.

## **2.2 The Public Contract Regulations (2015)**

The Public Contract Regulations (2015) regulate procurements valued between £25,000 and the relevant EU Threshold (i.e. that for services/supplies or works). For Contracts valued between those limits, Officers must ensure they take the following actions:

2.2.1 The procurement must be advertised and once the Contract has been awarded, an Award Notice must be published. Clause 3.2.1 and Appendix D contains further detail.

2.2.2 Where procurements are valued over the tender threshold, Officers must ensure that an Open (One Stage) tender process is followed with no pre qualification of suppliers permitted. Officers must therefore ensure that all procurement documentation, including the Specification and conditions of contract, is available at the point the procurement is advertised.

## **2.3 Buying Goods and Services**

2.3.1 Goods (including the use of goods) were once described by the UK Treasury as 'anything you can drop on your foot'. However, the definition also includes electricity, gas, heat and water, off the shelf software and the hire of equipment without a driver. Services are defined as anything that isn't either a Good or Works (see below). However, please note that some Services are covered by the new Light Touch Regime and Officers should note the definition below before starting any procurement exercise.

| <b>Value of Procurement</b> | <b>Notices Required</b> | <b>Procurement Method</b>                                   | <b>Notes</b>   |
|-----------------------------|-------------------------|---|--|
| Under £5,000                | None                    | At least one written quotation required. See Rule 2.6 below | Procurements at this value are not subject to Regulation but Officers should ensure they |

|   |   |   |  |
|---|---|---|--|
|   |   |   | achieve value for money and keep the Records required at Rule 4.1  |
| Between £5,000 and £10,000                      | None  | At least one written quotation required. See Rule 2.6 below                       | Procurements valued above £5,000 are subject to Transparency Regulations.  |
| Between £10,000 and £50,000                     | None unless advertised or tendered, then contact the Welland Procurement Unit for guidance. | Multiple quotations should be sought via a one stage process. See Rule 2.7 below. | Procurements valued above £25,000 are subject to The Public Contracts Regulations 2015 and Transparency Regulations. <u>Advertisement is only a requirement where tendered or procurement is above £50,000</u> |
| Between £50,000 and EU Goods/Services Threshold | Advertising and award notices. See Rule 3.2.1 and Appendix D.                               | A single stage (open) tender is required. See Rule 2.9.                           | Procurements valued above £25,000 are subject to The Public Contracts Regulations 2015 and Transparency Regulations.   |
| Over EU Goods/Services Threshold                | OJEU Advertising and Award notices.   | A method defined by EU Procurement Regulations                                    | Refer to Welland Procurement Unit for further support  |

## 2.4 Buying Works

2.4.1 Works are defined as the execution of building and/or civil engineering works whether or not they are accompanied by other tasks.

| Value of Procurement        | Notices Required  | Procurement Method   | Notes  |
|-----------------------------|---|--|--|
| Under £5,000                | None  | At least one written quotation required. See Rule 2.6                      | Procurements at this value aren't subject to Regulation but Officers should ensure they achieve value for money and keep the Records required at Rule 4.1.                                       |
| Between £5,000 and £10,000  | None  | At least one written quotation required. See Rule 2.6                      | Procurements valued above £5,000 are subject to Transparency Regulations.  |
| Between £10,000 and £50,000 | None unless advertised or tendered, then contact the Welland Procurement Unit for guidance. | Multiple quotations should be sought via a one stage process. See Rule 2.7 | Procurements valued above £25,000 are subject to the Public Contracts Regulations 2015 and Transparency Regulations. <u>Advertisement is only a requirement where tendered or procurement is</u> |

|  |  |   |  |
|--|--|---|--|
|  |  |   | <u>above £50,000</u>   |
| Between £50,000 and <b><u>EU Goods/Services Threshold</u></b>                | Advertising and award. See Rule 3.2.1 and Appendix D.                            | A single stage (open) tender is required. See Rule 2.9. | Procurements valued above £25,000 are subject to the Public Contracts Regulations 2015 as well as Transparency Regulations.                                    |
| Between <b><u>EU Goods/Services Threshold</u></b> and the EU Works Threshold | Advertising and award notices are required. Please see Rule 3.2.1 and Appendix D | A method defined by EU Procurement Regulations.         | Procurements at this value are subject to Transparency Regulations and the Treaty of Rome principles but <u>not</u> the full Public Contracts Regulations 2015 |
| Over EU Works Threshold  | OJEU Advertising and Award notices   | A method defined by EU Procurement Regulations          | Refer to Welland Procurement Unit for further support  |

## 2.5 Buying Services Covered by the Light Touch Regime

2.5.1 The EU Procurement Directives 2014 list the services to be covered by a new Light Touch Regime, see Appendix 1 for the relevant threshold. The full list of services is available from the Welland Procurement Unit but in summary it covers the following:

- 2.5.1.1 **Health, social and related services:** Domestic help, nursing staff, medical staff, staff for households, home helps, domestic services, social work services, guidance and counselling services.
- 2.5.1.2 **Administrative social, educational, healthcare and cultural services:** Education and training services, organisation of cultural events. Culture is restricted to events. Does not include leisure.
- 2.5.1.3 **Compulsory social security services**
- 2.5.1.4 **Benefit services**
- 2.5.1.5 **Other community, social and personal services:** Including services furnished by trade unions, political organisations, youth associations and other membership organisation services.
- 2.5.1.6 **Religious services**
- 2.5.1.7 **Hotel and restaurant services:** Catering, meals on wheels, canteen and cafeteria services. Includes school meals
- 2.5.1.8 **Legal services:** With some narrow exceptions
- 2.5.1.9 **Other administrative and government services:** For education, healthcare, housing, etc
- 2.5.1.10 **Provision of services to the community:** Generally central government services, foreign and diplomatic, defence etc. Not local government
- 2.5.1.11 **Investigation and security services:** Alarm monitoring, guard services, surveillance services, patrol services. Does not include CCTV
- 2.5.1.12 **International services**
- 2.5.1.13 **Postal services**
- 2.5.1.14 **Other services:** Tyre re-moulding, blacksmiths

| Value of Procurement  | Notices Required  | Procurement Method   | Notes  |
|---|---|--|--|
| Under £5,000  | None  | At least one written quotation required. See Rule 2.6                      | Procurements at this value aren't subject to Regulation but Officers should ensure they achieve value for money and keep the Records required at Rule 4.1  |
| Between £5,000 and £10,000  | None  | At least one written quotation required. See Rule 2.6                      | Procurements valued above £5,000 are subject to Transparency Regulations.  |
| Between £10,000 and £50,000   | None unless advertised or tendered, then contact the Welland Procurement Unit for guidance. | Multiple quotations should be sought via a one stage process. See Rule 2.7 | Procurements valued above £25,000 are subject to the Public Contracts Regulations 2015 and Transparency Regulations. <a href="#"><u>Advertisement is only a requirement where tendered or procurement is above £50,000</u></a> |
| Between £50,000 and <b><u>EU Goods/Services Threshold</u></b>                             | Advertising and award notices. See Rule 3.2.1 and Appendix D                                | A single stage (open) tender is required. See Rule 2.9 below.              | Procurements valued above £25,000 are subject to the Public Contracts Regulations 2015 and Transparency Regulations.   |
| Between <b><u>EU Goods/Services Threshold</u></b> and the EU Light Touch Regime Threshold | Advertising and award notices. See Rule 3.2.1 and Appendix D                                | A method defined by EU Procurement Regulations.                            | Procurements at this value are subject to Transparency Regulations and the Treaty of Rome principles but <u>not</u> the full Public Contracts Regulations 2015   |
| Over EU Light Touch Regime Threshold  | OJEU Advertising and Award notices  | A method defined by EU Procurement Regulations                             | Refer to Welland Procurement Unit for further support  |

## 2.6 At Least One Written Quotation Required

2.6.1. Rules 2.3 to 2.5 above define the application of this Rule 2.6 where the requirement cannot be obtained via an existing *Approved Contract* or *Framework Agreement*.

2.6.2. Whilst obtaining value for money remains the primary objective, multiple quotations need not be obtained provided compliance with this objective can be demonstrated.

- 2.6.3. However, a *Written Quotation* must be obtained for requirements under £5,000 before any order is processed and this must specify:
- (a) The *Goods, Services or Works* to be supplied;
  - (b) Where and when they are to be supplied;
  - (c) The value of the transaction;
  - (d) The Terms and Conditions including Payment Terms.
- 2.6.4. In the case of Works the use of pre agreed hourly/day rates is acceptable.

## **2.7 Multiple Quotations required**

- 2.7.1 Rules 2.3 to 2.5 above define the application of this Rule 2.7 where the requirement cannot be obtained via an existing *Approved Contract* or *Framework Agreement*.
- 2.7.2 Where the requirement is valued over £25,000 there can be no pre qualification of suppliers. However, it is recommended that all quotation procedures are open (one stage).
- 2.7.3. The criteria for selecting the most advantageous quotation must be established before the *Written Quotations* are invited.
- 2.7.4 At least 3 comparable *Written Quotations* must be sought. Where the procurement is valued below £50,000, at least one of those quotations should be from a local supplier, where local means based in the Borough, the County or the Region. Quotations may be sought and received by e-mail, fax or post.
- 2.7.5 Where the value is above £50,000 the procurement must be advertised on Source Leicestershire, clause 3.2.1 contains further information. If the procurement is likely to be of interest locally, an advert should be placed on the Council website. For clarity, quotations valued under £50,000 should not be advertised on the Council website or anywhere else.
- 2.7.6 If fewer than 3 potential suppliers can be identified, the *Authorised Officer* must keep a record of the reasons for this.
- 2.7.7 Quotations should be returned to the originator of the request for quotation by email (unless otherwise specified in the documents) by the closing date and time given.
- 2.7.8 The *Authorised Officer* concerned shall maintain suitable records indicating the quotations received and the action taken relating to the selection and invitation of suppliers, the receiving and valuation of quotations and the award of the transaction/works to the successful contractor.

## **2.8 Call Off from existing Approved Contracts**

2.8.1. Where the requirement can be satisfied from an existing *Approved Contract* then the order will be considered consistent with these rules as long as the *Call Off* arrangements defined within the individual contract are followed.

## **2.9 Single Stage (Open) Tender Process**

2.9.1. Rules 2.3 to 2.5 above define the application of this Rule 2.9 where the requirement cannot be obtained via an existing *Approved Contract* or *Framework Agreement*.

2.9.2. An appropriate advertising process applies as set out in Rule 3.2.1. Advertising in OJEU is required where the procurement is valued over the EU Threshold.

2.9.3 The formal tender process applies as set out in Rule 3.

2.9.4 Officers must ensure that all relevant documents are available at the point the Tender is advertised (Advertisement is only a requirement for tenders or procurement above £50,000). These documents will include at least the Specification, Conditions of Contract and weighted evaluation criteria. Limited suitability questions may also be used as part of the process, the Welland Procurement Unit should be consulted if it is intended to use such questions.

## **2.10 Two Stage (Restricted) Tender Process**

2.10.1 Rules 2.3 to 2.5 above define the application of this Rule 2.10 where the requirement cannot be obtained via an existing *Approved Contract* or *Framework Agreement*.

2.10.2 This process contains two distinct stages, the selection of suitable Bidders from those expressing an interest (usually via a Pre Qualification Questionnaire) and the Invitation to Tender.

2.10.3 An appropriate advertising process applies as set out in Rule 3.2.1. Advertising in OJEU is required where the procurement is valued over the EU Threshold.

2.10.4 The formal tender process applies as set out in Rule 3.

2.10.5 Officers must ensure that all relevant documents are available at the point the Tender is advertised. These documents will include at least the Specification, Conditions of Contract and weighted evaluation criteria. Limited suitability questions may also be used as part of the process, the Welland Procurement Unit should be consulted if it is intended to use such questions.



## **2.11 Procurements over EU Thresholds**

2.11.1 Where the anticipated value of the Contract exceeds the current *EU Threshold* (see Rules 2.3 to 2.5 above) then the formal advice of the *Welland Procurement Unit* must be sought prior to any tendering activity commencing.

2.11.2 Please see Appendix D for the current *EU Thresholds*.

## **RULE 3 – COMMON TENDERING PRINCIPLES**

### **3.1 Framework Agreements (previously known as Standing Lists)**

3.1.1. A Framework Agreement is a formal tendered arrangement which sets out terms and conditions under which specific purchases can be made from the successful Bidders in unpredictable quantities and at different times during the term of the Framework Agreement.

3.1.2. Framework Agreements must comply with these Rules, including but not limited to:

3.1.2.1. A Framework Agreement should be procured in accordance with the Procurement Thresholds set out in these Rules. The value of the contract in relation to a Framework Agreement is the estimated value over its lifetime.

3.1.2.2. A Framework Agreement shall not operate for more than four years except in duly justified and exceptional circumstances.

3.1.3 In any case where a Framework Agreement is in place:

3.1.3.1 subsequent Call-Offs from that Framework Agreement must not contain substantial amendments to the original terms of the Framework Agreement;

3.1.3.2 orders to be placed against a known price do not require further competition unless required by law;

3.1.3.3 in circumstances where the price was not specified under the Framework Agreement an order can only be placed if quotes have been requested from all capable supplier in the Framework Agreement or where the mechanism for Call-Off defined within the Framework Agreement has been followed.

### **3.2 Tender Preparation**

3.2.1 For procurements valued over £50,000 but below the relevant EU Threshold an advertisement must be placed on Contracts Finder and Source Leicestershire and may be subsequently placed on additional media. If the procurement is likely to be of interest locally, an advert should be placed on the Council website. Note that quotations valued under £50,000 should not be advertised anywhere.

3.2.2 All procurement documents including the Specification and Conditions of Contract must be made available at the point the procurement is advertised.

- 3.2.2 The specification and evaluation criteria must take into account the Council's priorities regarding Equality and Sustainable Procurement.
- 3.2.3 The specification for the requirement must be adequate, fair and without bias to allow tenders to be sought.
- 3.2.4 There must be an assessment of the quality of both *Tenderers* and tenders by *pre-determined non-discriminatory evaluation criteria* and weightings, including whole life cycle cost and social value criteria where appropriate as advised by Welland Procurement Unit. (See Rule 3.8 for more information.)
- 3.2.5 The risks associated with the contract must be assessed.
- 3.2.6 A tender file must be maintained to record all matters associated with the tender.
- 3.2.7 The standard terms and conditions which apply must be stipulated. Where it is proposed that a form of contract be used, which does not adopt the Council's *Approved Standard Terms* (including *Industry Standard Terms*); the use of such form must be approved by the *Welland Procurement Unit*.
- 3.2.9 The tender must explain how information provided in the tender will be treated with regard to statutory requirements.
- 3.2.10 Non *EU Threshold Tenderers* must be given adequate time to respond, consistent with the level of complexity of the requirement and, except where the industry norm is otherwise, this should be a minimum of 15 working days.
- 3.2.11 The *Invitation to Tender* must request that the tender is submitted in a plain envelope or package bearing a tender label giving only the tender title and opening date. The tender label must not identify the name of the tenderer.
- 3.2.12 *Tenderers* must be required to hold their tenders open for acceptance for a minimum of 90 days from the date of opening.
- 3.2.13 Tenders must include a statement that the Council does not bind itself to accept the lowest tender or any other tender.
- 3.2.14 Details of expected tenders must be notified to Customer Services or their nominee at least 5 days prior to the tender opening.

### **3.3 Receipt of Tenders**

- 3.3.1. Every reply to an *Invitation to Tender* (that is, for values above £50,000) must be addressed to the Solicitor to the Council.
- 3.3.2 All tender documents are to be kept securely in a locked cupboard until after the closing date and time. The cupboard to have unique key

access using 2 keys and 2 people must be present to open the cupboard.

3.3.3 Tenders (over the value of £50,000) cannot be accepted if received by fax or other electronic means unless they have been sought in accordance with an Electronic Tendering System approved by the Welland Procurement Unit.

3.3.4 Tender packets or envelopes received must be date stamped and locked away until the specified time for their opening.

### **3.4 Tender Opening**

3.4.1 At least two *Officers* must be present during the opening of the tender and at least one such *Officer* must not be from the Service responsible for the purchase.

3.4.2 The **relevant Head of Service** must ensure that all Tenders are opened at the same time when the period for their submission has ended.

3.4.3 A record of the tenders must be logged in the Corporate Tender Register held by Customer Services.

3.4.4 The opened tenders must be date stamped and signed by the two *Officers* at the time of opening on the page containing the overall contract value, alternatively on the pages containing the price information, where no overall value is quoted.

3.4.5. Tenders that are received after the closing date and time or tenders that are not submitted in accordance with these Rules are to be disqualified unless it is agreed otherwise by the Solicitor to the Council.

3.4.6. After tender opening a copy of the Tender Register and opened tender should be sent to the *Officer* responsible for the procurement.

3.4.7 An original version of the tender must be retained for a period of six years.

### **3.5 Electronic auctions**

3.5.1. Electronic auctions are online auctions where selected bidders submit offers electronically against the purchaser's specification. All communication following and including the invitation to pre-qualified bidders to submit new prices and/or values must be instantaneous (electronic).

An electronic auction requires the use of specialised software and tenderer support, and may then be used in these circumstances:

(a) open or restricted (**latter over EU Thresholds only**) procedures stating use of an auction;

(b) open, restricted or competitive dialogue (**latter two processes over EU Thresholds only**) procedures have been implemented but cannot be

brought to a satisfactory conclusion and the negotiated route with a contract notice is adopted;

- (c) mini competition within a framework if e-auctions were mentioned in the contract notice;
- (d) competition for contracts to be awarded through a dynamic purchasing system if stated in the contract notice; and
- (e) expressions of interest invited in accordance with the selected procedure. Contract notice states that an electronic auction will be used.

*Officers* wishing to undertake an electronic auction should contact the *Welland Procurement Unit* before undertaking this work.

### **3.6 Dynamic purchasing systems**

3.6.1 When using a Dynamic Purchasing System, the Council shall comply with the Regulations and Directives which set out the full details of the legal requirements. In order to set up a Dynamic Purchasing System, the Council must first contact the Welland Procurement Unit for support and guidance.

3.6.2 A Dynamic Purchasing System established by the Council shall not operate for more than four years, except in duly justified and exceptional circumstances.

### **3.7 Errors in Tenders**

3.7.1. The arithmetic in compliant tenders must be checked. If arithmetical errors are found they should be notified to the tenderer, who should be requested to confirm or withdraw their tender. Alternatively, if the rates in the tender, rather than the overall price, were stated within the tender invitation as being dominant, an amended tender price may be requested to accord with the rates given by the tenderer.

### **3.8 Tender Evaluation**

3.8.1. The procurement documentation should clearly explain the basis of the decision to bidding organisations, making clear how the evaluation criteria specified in the process will be applied, the overall weightings to be attached to each of the high level criteria, how the high level criteria are divided into any sub criteria and the weightings attached to each of those sub criteria.

3.8.2 In any procurement exercise the successful bid should be the one which either offers the lowest price or offers the most economically advantageous balance between quality and price. Where the pre-determined weighting for price is less than 50%, the *Officer* must first consult with the Head of Central Services before finalising the weighting model.

- 3.8.3 Where both quality and price are being assessed the Council will use criterion linked to the subject matter of the contract to determine that an offer is the most economically advantageous. For example: price, quality, technical merit, aesthetic and functional characteristics, environmental characteristics, running costs, cost effectiveness, after sales service, technical assistance, delivery date, delivery period, period of completion.
- 3.8.4 Issues that are important to the Council in terms of meeting corporate objectives can be used to evaluate bids. The criteria can include, for example, sustainability characteristics, support for the local economy and/or community or the approach to continuous improvement.
- 3.8.5 The results of the tender evaluation must be retained on the tender file.
- 3.8.6 The evaluation shall include assessment of financial information supplied by the tenderer organisation. A *Financial Health Check* may be requested from an appropriate external body in consultation with Finance for all contracts where the criteria indicates that one may be required. This may include call-offs from framework contracts (standing lists). Reports from credit checking agencies are not to be used as the *sole* basis for exclusion of any tenderer.
- 3.8.7 The *Officer* must ensure that appropriate budgetary provision exists before any contract is entered into.

### **3.9 Post Tender Clarification**

- 3.9.1 Post-tender negotiations shall only take place where this does not have the effect of distorting competition
- 3.9.2 Negotiations shall be conducted by a team of at least two *Officers*, at least one of whom shall be from Legal Services unless agreed otherwise in advance by Legal Services such as in instances where this is not industry practice.
- 3.9.3 Negotiations shall be conducted with all *Tenderers*, unless there are clear reasons for excluding one or more *Tenderers*.
- 3.9.4 Full, written records must be made and retained.

### **3.10 Award of Contracts**

- 3.10.1 The tender may lead to an award decision; but there is no obligation for an award of contract to take place.
- 3.10.2 A contract may only be awarded by an *Officer* authorised to make such a commitment on behalf of the Council.
- 3.10.3 Contracts are to be authorised according to the *Total Value* of the Contract:
  - 3.10.3.1 Up to £15,000: by an *Officer* so authorised;
  - 3.10.3.2 Up to £250,000: by the relevant Head of Service;

- 3.10.3.3 Over £250,000: by the relevant Strategic Director; and
- 3.10.3.4 Over £1,000,000: by the relevant Strategic Director in conjunction with the relevant Policy Chair. Committees may request that they are involved in the decision at any of these levels.

3.10.4 All contracts awarded, must be recorded on the *Contract Database* by the awarding *Officer*.

3.10.5 For OJEU contracts, *Officers* must allow a mandatory minimum standstill period of 10 calendar days between notification of award decision to all *Tenderers* and entering a contractually binding agreement. It is most important therefore that the notification of award decision is neither a contract award nor a conditional award which may need to be discarded in the event of a challenge within the standstill period.

### **3.11 Notification to Unsuccessful Tenderers**

3.11.1 Following contract award, unsuccessful *Tenderers* must be notified in writing in all cases.

3.11.2 In those instances where the standstill period and advance notification of award to all *Tenderers* (as in 3.10.5) does not apply, then unsuccessful *Tenderers* must be notified of the appeals procedure.

## **RULE 4 – CONTRACT AND OTHER FORMALITIES**

### **4.1 Contract Documents**

4.1.1. All Contracts must be in writing. Where the contract is of a non complex nature and is for values of up to £50,000, the use of a Purchase Order is an acceptable form of contract, which must make reference to the quotation and terms agreed, and attach a clear specification or description of the subject of the order.

4.1.2. Every Contract over £50,000 must be in writing and, as a minimum, state clearly, in a form approved by the Solicitor to the Council

- (a) that the supplier may not assign or sub-contract without prior written consent;
- (b) any insurance requirements;
- (c) ombudsman requirements;
- (d) requirements relating to legislative requirements;
- (e) that charter standards are to be met if relevant;
- (f) race relations, disability, anti-discrimination and equalities requirements;

- (g) any sustainability requirements;
- (h) a right of access to relevant documentation and records of the contractor for monitoring and audit purposes, if relevant;
- (i) pricing mechanism and arrangements for payment; and
- (j) rights of termination.
- (k) that valid invoices will be paid within 30 days and that there is a requirement on the supplier to pay valid sub-contractor invoices within 30 days.

4.1.3. The formal advice of the Solicitor to the Council must be sought prior to award for the following contracts:

- (a) where the *Total Value* exceeds £500,000;
- (b) those involving leasing arrangements;
- (c) those which are complex or involve a recognisable risk;
- (d) where it is an extension or variation to an existing contract that will bring the overall value over £500,000; or
- (e) where invoice payments are made to finance or factoring companies.

4.1.4. Contract documents must be retained for a period of six years from the contract end date and, if under seal, for a period of twelve years.

4.1.5. Within the Register of Contracts, there be a mechanism to flag up any time limited contract to allow enough time to provide continuous contractual cover.

## 4.2 Contract formalities

4.2.1. Agreements must be completed as follows:

| TOTAL VALUE   | METHOD OF COMPLETION   | BY   |
|---|--|--|
| Up to £15,000<br>(See paragraph 4.1.1)                      | Signature<br>Use of Purchase Order,<br>or Written Contract for<br>complex requirements | <i>Officer</i> with appropriate<br>authority to enter into a<br>contract (paragraphs 3.10.3<br>and 4.3.5). |
| Over £15,000 and up to<br>£50,000<br>(See paragraph 4.1.1)  | Signature<br>Use of Purchase Order,<br>or Written Contract for<br>complex requirements | Head of Service (paragraphs<br>3.10.3 and 4.3.5).  |
| Over £50,000 and up to<br>£250,000<br>(see paragraph 4.1.2) | Signature on Written<br>Contract   | Head of Service (paragraphs<br>3.10.3 and 4.3.5).  |

|  |                               |   |
|--|-------------------------------|---|
| Over £250,000 and up to £1,000,000 (see paragraph 4.1.2) | Signature on Written Contract | Strategic Director (paragraphs 3.10.3, 4.1.3 and 4.3.5);  |
| Over £1,000,000  | Signature on Written Contract | Strategic Director, once the appropriate Policy Chair has been consulted (paragraphs 3.10.3, 4.1.3 and 4.3.5) |
| Contracts for sealing                                    | Sealing                       | See paragraph 4.3.6.  |

4.2.2. All contracts for the supply of *Goods* and *Services* must be concluded before the supply begins, except in exceptional circumstances, and then only with the written consent of the Chief Executive or a Strategic Director.

4.2.3. In exceptional circumstances and with the prior approval of Legal Services, a letter of intended acceptance can be issued to allow work to commence in advance of contract completion.

4.2.4. In the case of *Works Contracts* a tender acceptance letter is acceptable to allow work to commence, although the issue of a formal contract must follow without delay.

### 4.3 Signature

- (a) The *Officer* responsible for signing the contract must have been granted the appropriate authority and ensure that the person signing for the other contracting party has authority to bind it.
- (b) In the case of contracts for commissioning of care services, where the *Total Value* of the contract is not known, the *Officer* responsible must have been granted authority to enter into commissioning contracts.

### 4.4 Sealing

A contract must be sealed where:

- (a) the Council wishes to enforce the contract for more than six years after its end (e.g. for land or construction works); or
- (b) the price paid or received under the contract is a nominal price and does not reflect the value of the *Goods* or *Services*; or
- (c) where there is any doubt about the authority of the person signing for the other contracting party; or
- (d) where a *bond* is established on behalf of the contractor(s) or their guarantors; or
- (e) where required by parties to the agreement.

Where contracts are completed by each side adding their common seal, the affixing must be attested by or on behalf of the Solicitor to the Council. The Solicitor to the Council is responsible for the process of sealing contracts.



#### **4.5 Bonds and Parent Company Guarantees**

- 4.5.1 The *Officer* responsible for the contract must consult the Head of Central Services and Solicitor to the Council about whether a *Parent Company Guarantee* or *Performance Bond* is necessary when a contract value exceeds £1m or a potential supplier is a subsidiary of a parent company; and
- (a) the award is based on an evaluation of the parent company, and the *Total Value* exceeds £250,000; or
  - (b) there is concern about the stability of the subsidiary supplier.
- 4.5.2. The Council must never give a bond.

#### **4.6 Prevention of Corruption**

- 4.6.1 The *Officer* responsible for the contract must comply with the Council *Code of Conduct* and must not invite or accept any gift or reward in respect of the award or performance of any contract.
- 4.6.2 All contracts must contain an appropriate clause that provides protection and the right to terminate the contract in the event of a supplier offering any inducement, committing fraud or committing an offence under the prevention of Corruption Acts.

#### **4.7 Declaration of Interests**

- 4.7.1 If it comes to the knowledge of a member or an *Officer* of the Council that a contract in which he or she has a pecuniary interest has been or is proposed to be entered into by the Council, he or she shall immediately give written notice to the Solicitor to the Council.

### **RULE 5 – CONTRACT MANAGEMENT**

#### **5.1 Managing Contracts**

- 5.1.1. All contracts over the value of £50,000 and those of a complex nature below this value must have a designated Contract Manager whose name should be notified to the Supplier.
- 5.1.2. The Contract Manager shall be responsible for ensuring that the contractor fulfils his contractual obligations and that payment is made for satisfactory completion of those obligations.

**General Exceptions from Contract Procedure Rules**

These Contract Rules apply to all *Goods, Services and Works* purchased by the Council, with the following exceptions:

- (a) Procurements of *Goods, Services, or Works* where the procurement procedure to be followed by the Council is the subject of express legislation.
- (b) Low value purchases made by a *Purchasing Card* that are subject to guidelines issued on the use of *Purchasing Cards*.
- (c) Works or services procured in an emergency because of a need to respond to events that were beyond the control of the Council (e.g. natural disasters such as flooding or fires) as long as any expenditure in excess of £25,000 is first approved by the Chief Executive, Strategic Director or Head of Regulatory Services. Any contract entered into by the Council under this Exemption must not be for a term of more than 6 months.
- (d) Extension of an existing services or works contract with the same supplier provided that:
  - i) The circumstances for so doing were genuinely unforeseen;
  - ii) Such works or services are not practically separable from the original contract, or are necessary for its completion;
  - iii) The value of such an extension does not exceed 50% of the original contract value;
  - iv) The agreement of the *Welland Procurement Unit* is secured.
- (e) Most contracts for the acquisition and disposal of land or property that are covered by separate policies and procedures.
- (f) Contracts resulting from a competitive recruitment process.
- (g) Works orders with utility infrastructure providers, eg. Gas Mains.
- (h) *Call Off* or orders placed against *Framework Agreements* where the procedures defined in the contract for *Call Off* are followed.
- (i) Any contract which has had an exemption agreed in accordance with rule 1.3.
- (i) Grants properly approved through the appropriate Council procedures
- (j) The disposal of Council Assets that are covered by a separate regulation

Exemptions and Exceptions as defined under the EU Directive are not automatically exempted or excepted from these contract procedure rules.

*Officers* wishing to extend existing contracts may do so according to the extension provisions in that contract. Where no such provision is available, assistance should be sought from the Solicitor to the Council or Welland Procurement.

**EXEMPTION REQUEST FORM**

**Name of *Officer* seeking Exemption:**

**Service Area:**

**Contract Title:**

**Description of Contract** (attach supporting documentation if applicable)

**Estimated Total Value of Contract:**

**Target Contract Start Date:**

| Date | Justification for Exemption Request | Authorised by Head of Service or Director |
|------|-------------------------------------|---|
|      |                                     | <b>Signed:</b><br><br><b>Name:</b>        |

*This Form should be kept on file as evidence of compliance with Contract Procedure Rules.*

**LEGAL SERVICES (LS) ACTION**

**LS AUTHORISED: YES/NO**

**REFER TO POLICY COMMITTEE: YES/NO**

**REASON FOR REJECTION (IF APPLICABLE):**

**SIGNATURE:**

**PRINT NAME:**

**DATE:**

**CENTRAL SERVICES ACTION**

**HOCS AUTHORISED: YES/NO**

**REFER TO POLICY COMMITTEE: YES/NO**

**REASON FOR REJECTION (IF APPLICABLE):**

**SIGNATURE:**

**PRINT NAME:**

**DATE:**

**CONTRACT PROCEDURE RULES SUMMARY**

| <b>Value of Contract</b>   | <b>Quotation/Tender Process</b>   | <b>Who</b>  | <b>Contract documentation</b>  | <b>Approval</b>   |
|--|---|---|--|---|
| Goods and services up to £5,000, see 2.3-2.5   | Obtain quotation prior to issue of Purchase Order   | Service Area  | Issue by Purchase Order or use of Purchasing Card  | By authorised officer   |
| Goods, services and works £5,000 - £50,000, see 2.3-2.5  | Obtain at least 3 quotations. Requirements valued over £50,000 to be advertised, see clause 3.2.1 and Appendix D for more information.  | Service Area  | Can use Purchase Order for non-complex requirements up to £50k. Written contract for requirements over £50k. | Up to £15,000 by authorised officer; over £15,000 by Head of Service  |
| Goods, services and works that can be satisfied from an existing approved contract, see 2.8                              | Follow call off procedure within contract   | Service Area  | Follow call off procedure within contract  | Up to £15,000 by authorised officer; over £15,000 by Head of Service; over £250,000 by Strategic Director   |
| Goods, services and works between £50,000 and EU threshold, see 2.3-2.5  | Follow open (one stage) tender process.   | Service Area  | Written contract, complete as appropriate, see 4.3.  | By Head of Service up to £250,000; over £250,000 by Strategic Director  |
| Goods and services over EU threshold, see 2.3-2.5 and 2.11<br><br><b>For definition of EU threshold, see Appendix D.</b> | Formal review of requirement prior to proceeding. All EU notices to be published centrally by Welland Procurement Unit. Details of all planned contracts with an anticipated value over the EU threshold will be reported to the Head of Central Services by the Head of Service.                             | Service Area to review with Legal Services/ Welland Procurement | Written contract, complete as appropriate, see 4.3.  | By Head of Service up to £250,000; over £250,000 by Strategic Director. All contracts over £1,000,000 will require prior consultation with the appropriate Policy Chair |
| Works contracts anticipated to be over the EU works threshold in value, see 2.4 and 2.11                                 | Formal review of requirement prior to proceeding. All EU notices (where applicable) to be published centrally by Welland Procurement Unit. Details of all planned contracts with an anticipated value of over the EU works threshold will be reported to the Head of Central Services by the Head of Service. | Service Area to review with Legal Services/ Welland Procurement | Written contract, complete as appropriate, see 4.3.  | By Strategic Director. All contracts over £1,000,000 will require prior consultation with the appropriate Policy Chair  |

## APPENDIX D

### Variable data

The following information is subject to change during the currency of these *Contract Procedure Rules*, and may be updated as changes occur by the Head of Central Services.

### EU thresholds

From 1<sup>st</sup> January 2014 to 31<sup>st</sup> December 2015, the EU Thresholds are:

- Supplies and services: £172,514
- Works: £4,322,012

These values are applicable until the 31<sup>st</sup> December 2015 and will then be revised. The Thresholds are revised every two years.

### Advertising websites

All procurements valued between £50,000 and the relevant EU Threshold must be advertised on Contracts Finder/Source Leicestershire. To place an advert, contact Clare Ellis ([cellis@melton.gov.uk](mailto:cellis@melton.gov.uk)) or any member of the Welland Procurement Unit.

Once the Contract has been awarded, an Award Notice must be published on Contracts Finder/Source Leicestershire. Award notices will be published quarterly in arrears by the Welland Procurement Unit at dates to be announced. Please ensure that you record the following information and collate and return it quarterly to Clare Ellis ([cellis@melton.gov.uk](mailto:cellis@melton.gov.uk)) by the date given:

- Name of contractor
- Date contract entered into
- Value of contract
- Whether the contractor is an SME or VCSE.

### Welland Procurement Unit

The Welland Procurement Unit works with six councils in the East Midlands and may be contacted as follows:

Tony Hall, Head of Welland Procurement, [thall@melton.gov.uk](mailto:thall@melton.gov.uk), 07768 915875

Paul Large, Procurement Strategy Manager, [plarge@melton.gov.uk](mailto:plarge@melton.gov.uk), 07769 918574

Clare Ellis, Welland Procurement Officer, [cellis@melton.gov.uk](mailto:cellis@melton.gov.uk), 07876 574944

### Procurement Toolkit

More detailed information on undertaking procurements can be found in the Procurement Toolkit, on the Melton Q drive under Procurement or contact Welland Procurement.

**Receipt of tenders by e-mail by use of a locked tender box facility.**

Tenders may not be returned to the Council through conventional e-mail. This is not secure and any such tenders will be disqualified. A locked tender box is available through certain proprietary e-mail systems and may be accepted for use by the Solicitor to the Council. Melton Borough Council does not currently have access to a locked e-mail tender box facility.