



5 February 2025

RUGBY BOROUGH COUNCIL

A meeting of Rugby Borough Council will be held in the Council Chamber at the Town Hall, Rugby at 7.00pm on Thursday 13 February 2025.

Members of the public may also view the meeting via the livestream available on the Council's website.

Dan Green
Deputy Chief Executive

A G E N D A

PART 1 – PUBLIC BUSINESS

1. Apologies for absence.
2. Minutes.

To approve the minutes of the special meeting held on 4 February 2025.
3. Declaration of Interests.

To receive declarations of -

(a) non-pecuniary interests as defined by the Council's Code of Conduct for Councillors;

(b) pecuniary interests as defined by the Council's Code of Conduct for Councillors;
and

(c) notice under Section 106 Local Government Finance Act 1992 - non-payment of Community Charge or Council Tax.
4. To receive the Mayor's Announcements.

5. Questions pursuant to Standing Order 10.
6. To receive the reports of Cabinet and Committees which have met since the last meeting of the Council and to pass such resolutions and to make such orders thereon as may be necessary:
 - (a) Cabinet – 3 February 2025**
 - (1) Council Tax Base 2025/26, Draft General Fund Revenue and Capital Budget 2025/26 and Medium-Term Financial Plan 2025-2035 – Finance, Performance, Legal and Governance portfolio.
 - (b) Audit and Ethics Committee – 12 December 2024**
 - (1) Treasury Management Mid-Year Report 2024/25.
7. To receive and consider the reports of officers.
 - (a) Appointment of Acting Chief Executive (Head of Paid Service) – report of the Human Resources Manager.
 - (b) Constitution Updates – report of the Monitoring Officer.
 - (c) Updates to Contract Standing Orders – report of the Monitoring Officer.
8. Notices of Motion pursuant to Standing Order 11 - in accordance with the Council's Constitution, there are no motions on notice to be considered.

PART 2 – EXEMPT INFORMATION

There is no business involving exempt information to be considered.

QUESTIONS AT COUNCIL

A Councillor may ask a question at the meeting by giving notice in writing of the question to the Chief Executive no later than midday on Friday 7 February 2025. The rules relating to Questions are set out in Part 3a of the Council's Constitution.

REPORT OF CABINET

3 February 2025

PRESENT:

Councillors Moran (Chair), Brown, C Edwards, Livesey, Mistry, O'Rourke and Robinson.

Councillors McKenzie, Picker, Poole and Roodhouse were also in attendance.

1. COUNCIL TAX BASE 2025/26, DRAFT GENERAL FUND REVENUE AND CAPITAL BUDGET 2025/26 AND MEDIUM-TERM FINANCIAL PLAN 2025-2035

Cabinet considered a report concerning the Council's Council Tax Base 2025/26, Draft General Fund Revenue and Capital Budget 2025/26 and Medium-Term Financial Plan 2025-2035. The report is available here:

[Cabinet report 3 February 2025](#)

A supplementary report will be circulated to Members once information relating to parishes, Warwickshire Police and Crime Commissioner and Warwickshire County Council precepts has been received.

Recommendation of Cabinet

Cabinet decided to recommend to Council that –

- (1) the new Medium-Term Financial Strategy as outlined in Section 1 of the Budget Booklet 2025/26 (Appendix A to this report) be approved;
- (2) the new Medium-Term Financial Plan as outlined in Appendix 1 of the Budget Booklet be approved;
- (3) the new Growth proposals for 2025/26 as set out in Appendix 3 of the Budget Booklet be approved;
- (4) the Fees and Charges as set out in the detailed schedule at Appendix 4 of the Budget Booklet be approved;
- (5) the reserves reallocation as per Appendix 5 of the budget booklet be approved;
- (6) the Section 25 Statement of the Chief Financial Officer on Reserves, Robustness of estimates and affordability and prudence of Capital investments as set out in Appendix E be considered when making decisions on setting the budget and Council Tax for 2025/26; and

- (7) subject to further information being available, updates on the budget be presented to Council in accordance with the deadlines for the 13 February meeting.

Recommended that – the recommendation of Cabinet be approved.

**COUNCILLOR M MORAN
CHAIR**

REPORT OF AUDIT AND ETHICS COMMITTEE

12 December 2024

PRESENT:

Membership of the Committee:

Mr P Dudfield (Chair), Councillors D Keeling (substituting for Councillor Howling), Roodhouse and Simpson-Vince

Also in attendance:

Laura Hinsley, Head of Public Sector Audit, Azets – Agenda Item 7

1. TREASURY MANAGEMENT MID-YEAR REPORT 2024/25

The Committee considered a report concerning the Treasury Management Mid-Year Report 2024/25.

The report is available here:

<https://www.rugby.gov.uk/documents/20124/7298626/Agenda+Item+6-+Treasury+Management+Mid+Year+Report+2024-25i.pdf/992241fe-6462-38c3-1c5f-87fb3e135acb?version=1.0&t=1737113633577>

Recommendation of Audit and Ethics Committee

The Committee recommended to Council that the report be approved.

Recommended that – the recommendation of Audit and Ethics Committee be approved.

**MR P DUDFIELD
CHAIR**

AGENDA MANAGEMENT SHEET

Report Title: Appointment of Acting Chief Executive (Head of Paid Service)

Name of Committee: Council

Date of Meeting: 13 February 2025

Report Director: Human Resources Manager

Portfolio: Organisational Change

Ward Relevance: All

Prior Consultation: None

Contact Officer: Judith Hicks, Human Resources Manager

Public or Private: Public

Report Subject to Call-In: No

Report En-Bloc: No

Forward Plan: No

Corporate Priorities: This report relates to the following priority(ies):
 A Healthier Rugby – To support people to live healthier, longer, and more independent lives.
 A Thriving Rugby – To deliver a thriving economy which brings Borough-wide investment and regenerates Rugby Town Centre.
 A Greener Rugby – To protect the environment and ensure the Borough adapts to climate change.
 A Fairer Rugby – To reduce inequalities and improve housing across the Borough.
[Corporate Strategy 2025-2035](#)
 This report does not specifically relate to any Council priorities but fulfils an organisational and legal requirement of the Council.

Summary: The Council has a statutory obligation to appoint a Head of Paid Service to fulfil the duties imposed by the requirements of section 4 Local Government and Housing Act 1989.

Financial Implications:	The costs of the appointment will be met from existing staff budgets.
Risk Management/Health and Safety Implications:	None as this is a staffing matter
Environmental Implications:	None as this is a staffing matter.
Legal Implications:	Legal implications are contained within the body of the report.
Equality and Diversity:	The Council's recruitment and employment processes and policies mitigates risk for all appointments, ensuring equality implications are taken into account.
Options:	To follow the recommended appointment or not.
Recommendation:	The appointment of Dan Green to the post of Acting Chief Executive (Head of Paid Service) of Rugby Borough Council with effect from 13 February 2025 be approved.
Reasons for Recommendation:	To appoint an Acting Chief Executive (Head of Paid Service) and fulfil the Council's statutory obligations.

Cabinet - 13 February 2025

Appointment of Acting Chief Executive (Head of Paid Service)

Public Report of the Human Resources Manager

Recommendation

The appointment of Dan Green to the post of Acting Chief Executive (Head of Paid Service) of Rugby Borough Council with effect from 13 February 2025 be approved.

1. BACKGROUND

1.1. The purpose of this item is to seek approval for the appointment of an Acting Chief Executive (Head of Paid Service).

1.2. In accordance with the provisions of the Local Authorities (standing orders) (England) Regulations 2001 and the Council's Standing Orders regarding appointments, an interview panel was convened to carry out the selection process. The panel comprised of:

Cllr Michael Moran – Leader of the Council
Cllr Jerry Roodhouse – Leader of the Liberal Democrat Group
Cllr Derek Poole – Leader of the Conservative Group
Cllr Maggie O'Rourke – Portfolio Holder for Partnerships and Wellbeing
Judith Hicks – Human Resources Manager

1.3. While the role of Head of Paid Service and Chief Executive are normally seen as synonymous, at the present time interim arrangements for Acting Chief Executive are being put in place while a full appointment process is undertaken for a permanent role.

1.4. All members of the existing Leadership Team were invited to apply for the Acting Chief Executive role. This will be an interim appointment to consider the most appropriate management structure for the Council and reflect on the needs of the Council in the six-month period while there is consideration of the Government's Devolution agenda and its impacts locally.

1.5. Following formal interviews on Tuesday 4 February, the panel recommended, subject to approval by Council, that Dan Green should be offered the post of Acting Chief Executive. Details of Dan's background and experience are attached at Appendix 1.

1.6. In accordance with regulations introduced under the Local Government Act 2000, all members of the Cabinet were informed of the recruitment panel's proposals. The Leader has confirmed that the Cabinet has no objection to the proposed appointment.

2. SALARY AND CONDITIONS

- 2.1. The salary scale for the post of Acting Chief Executive will be made in accordance with the Council's Pay Policy Statement section 4.1 Pay arrangements. The salary scale for Acting Chief Executive is £110,251 - £116,616.
- 2.2. The appointment will be for a period of 6 months initially, after which a permanent appointment will be made.
- 2.3. All other terms and conditions for the post of Acting Chief Executive remain unchanged.

Name of Meeting: Council

Date of Meeting: 13 February 2025

Subject Matter: Appointment of Acting Chief Executive (Head of Paid Service)

Originating Department: Please select

DO ANY BACKGROUND PAPERS APPLY YES NO

LIST OF BACKGROUND PAPERS

Doc No	Title of Document and Hyperlink

The background papers relating to reports on planning applications and which are open to public inspection under Section 100D of the Local Government Act 1972, consist of the planning applications, referred to in the reports, and all written responses to consultations made by the Local Planning Authority, in connection with those applications.

Exempt information is contained in the following documents:

Doc No	Relevant Paragraph of Schedule 12A

Appendix 1

Dan has previously held the role of Deputy Chief Executive at Rugby Borough Council, having been appointed in July 2020. He earlier held the role of Head of Environment and Public Realm since 2018.

Dan has worked in the public sector since 2007, spending 10 years at Warwickshire County Council, leading organisational change across multiple services including highways, flood resilience, social care and libraries. This involved developing new and innovative service delivery models, focusing on user involvement and devolving services to community level.

Prior to a career in the public sector, Dan's studies and qualifications focused on environmental change and conservation, reflected in his work on Sherbourne Recycling and the Council's Climate Change Strategy and Action Plan.

Early on in his career, Dan worked for a charitable organisation in the East Midlands leading on operations and commercial initiatives that delivered positive results.

AGENDA MANAGEMENT SHEET

Report Title: Constitution Updates

Name of Committee: Council

Date of Meeting: 13 February 2025

Report Director: Monitoring Officer

Portfolio: Finance and Performance, Legal and Governance

Ward Relevance: All

Prior Consultation: Constitution Working Group and relevant officers.

Contact Officer: Aftab Razzaq Chief Officer Legal and Governance;
Ian Hunt Senior Legal Officer

Public or Private: Public

Report Subject to Call-In: No

Report En-Bloc: No

Forward Plan: No

Corporate Priorities: This report relates to the following priority(ies):
 A Healthier Rugby – To support people to live healthier, longer, and more independent lives.
 A Thriving Rugby – To deliver a thriving economy which brings Borough-wide investment and regenerates Rugby Town Centre.
 A Greener Rugby – To protect the environment and ensure the Borough adapts to climate change.
 A Fairer Rugby – To reduce inequalities and improve housing across the Borough.
[Corporate Strategy 2025-2035](#)
 This report does not specifically relate to any Council priorities but is part of ensuring that the Council Constitution remains up to date and relevant.

Summary: This report provides further updates to improve and update the Councils Constitution.

In order to support the ongoing work on developing the constitution there are elements which have direct impact on Staff, beyond that which regulates

the management of the Council's operational activities.

In part mirroring the Code of Conduct for Councillors staff have a comparable Code of Conduct. The proposal is to update the staff code with a revised version which is in line with best practice.

The Council has a Confidential Reporting Code within the constitution. This document is intended to be the Councils Whistleblowing policy. It does not have to be incorporated within the constitution, and is in need of a refresh. It is proposed that given that this is substantively a staff policy that this is removed from the constitution and a process for formulating a revised policy is undertaken as a staff policy.

The existing Monitoring Officer Protocol in Part 4F of the constitution is relatively basic and does not accord with best practice.

It is recommended that the Council adopt a new Monitoring Officer Protocol based on best practice to support the ongoing work of the Monitoring Officer, this will support the work undertaken recently to update the Member and Officer Codes of Conduct.

Financial Implications:

There are no direct financial implications from this proposal outside of existing budgets as they relate to the ongoing functions of the council.

It is anticipated that through the process of rationalisation and increased effectiveness this will make savings, although it is unlikely that these would be material to any specific budget heading.

Risk Management/Health and Safety Implications:

The introduction of best practice will enhance the process and mitigate the risk of legal challenge to the Council. There are no direct Health and Safety implications, beyond the existing processes for meetings of committees.

Environmental Implications:

There are no environmental implications for this proposal, as it is purely administrative in its nature.

Legal Implications:

The Council has a statutory duty to have, and maintain its constitution, the specific legal implications of proposals are set out in the report.

Equality and Diversity:	There are no material impacts on any protected characteristics from the proposals, however further details are provided within the report.
Options:	The options considered are set out in the body of the report.
Recommendation:	<p>(1) The Constitution of the Council be amended to incorporate the following changes:</p> <ul style="list-style-type: none"> a. the revised Code of Conduct for Employees set out in Appendix 1 be adopted by the Council; b. the Confidential Reporting Code at Part 4E of the Constitution be removed from the document, and that this be treated as a routine staffing policy moving forward (for the avoidance of doubt the existing code remains in force until a new code is adopted); c. the revised Monitoring Officer Protocol set out in Appendix 2 be adopted by the Council; and <p>(2) the Monitoring Officer be authorised to update the Constitution and to make such typographical amendments as required to undertake this.</p>
Reasons for Recommendation:	To support the ongoing work to develop and enhance the Councils Constitution.

Council – 13 February 2025

Constitution Updates

Public Report of the Chief Officer - Legal and Governance

Recommendation

- (1) The Constitution of the Council be amended to incorporate the following changes:
 - a. the revised Code of Conduct for Employees set out in Appendix 1 be adopted by the Council;
 - b. the Confidential Reporting Code at Part 4E of the Constitution be removed from the document, and that this be treated as a routine staffing policy moving forward (for the avoidance of doubt the existing code remains in force until a new code is adopted);
 - c. the revised Monitoring Officer Protocol set out in Appendix 2 be adopted by the Council; and
- (2) the Monitoring Officer be authorised to update the Constitution and to make such typographical amendments as required to undertake this.

1. BACKGROUND

1.1. The ongoing review of the Council's constitution is looking at all elements of the document. Following consultation with the Constitutional Review Working Group this report sets out a number of further recommendations to support this ongoing work.

2. CODE OF CONDUCT FOR EMPLOYEES

2.1. Staff working for the Council are bound by their contracts of employment, as well as the framework of policies and documents which govern their work. One of these is the Code of Conduct for Employees this sets out an overarching ethical framework for their actions.

2.2. This code is comparable in part to the Councillor Code, although it should be recognised that it forms only a part of the governing matrix for staff as against being the principle mechanism for the management of Members.

2.3. The Human Resources team has undertaken an exercise to review the existing Code of Conduct and incorporate best practice and guidance from around the sector to produce a revised code of Conduct. It is worth noting for Members, that there is no national standard or guidance comparable to the Local Government Association Member Code of Conduct for employees.

- 2.4. The Code of Conduct has been subject to engagement and consultation with staff and separately has been considered and endorsed by the Joint Trade Union Consultation Group.
- 2.5. Whilst this is proposed as a replacement document to the existing version there is considerable overlap thematically with the existing version, however there are a number of areas where there has been refinement and improvement. The proposed revised version is attached at Appendix 1.

3. CONFIDENTIAL REPORTING CODE

- 3.1. This code is at Part 4E of the Constitution and is substantively the councils Whistleblowing Policy allowing staff and contractor's staff to raise concerns outside the normal management framework.
- 3.2. Whistleblowing policies are organisational responses to the requirement of the Employment Rights Act 1996 as amended by the Public Interest Disclosure Act 1998. It provides the right for a worker to take a case to an employment tribunal if they have been victimised at work or they have lost their job because they have 'blown the whistle'.
- 3.3. The current document, whilst recognising the categories of disclosures which can be made and providing a route for their reporting. Does not actually acknowledge this core set of legal protections or make this clear for staff.
- 3.4. The current document confuses the distinction between creating a clear process for staff to raise concerns while benefiting from employment protections, with a general complaints process.
- 3.5. The Council has clear existing complaints processes for the public, including tenants and other service users and those processes are appropriate to be managed and maintained for those functions. Having this "additional" route creates the potential for confusion and a feeling of a potential second attempt.
- 3.6. Staff on the other hand have the standard management reporting framework, but this is their only meaningful alternative route – and derives statutory protections for them.
- 3.7. There is no legal requirement to include whistleblowing policies within the Councils Constitution, whilst taking the approach can be seen as ensuring visibility and corporate ownership it can also mean that the document is not reviewed as frequently as it could be due to the need for all constitutional amendments to be made at Full Council.
- 3.8. It is proposed that the code as drafted is removed from the constitution. It will temporarily exist as a staff policy in its existing form, it will be updated as a discrete Whistleblowing Policy directed to staff and contractors staff. This revised policy would be developed and consulted on with staff and trade union groups in line with usual practice, and published appropriately.
- 3.9. Whilst a full Equality Impact assessment has not been undertaken, at this point the location of the policy itself does not impact any of the protected

characteristics. A full Equality Impact assessment would be undertaken in the usual way as the policy is updated.

4. MONITORING OFFICER PROTOCOL

- 4.1. The Council has an existing Monitoring Officer Protocol in 4F of the constitution, this is a relatively basic protocol which has been in place for a number of years.
- 4.2. The basic premise of the Protocol is that it sets out the overarching approach and functions of the Monitoring Officer, setting the tone of their interaction within the organisation. This supplements their statutory designation, and the delegated functions, and is seen as more of a “how to” document supplementing the formal powers.
- 4.3. The Council is obligated to appoint a Monitoring Officer, under section 5 of the Local Government and Housing Act 1989. The main function of the Monitoring Officer is to provide the Council with assurance that it is functioning in a lawful and appropriate manner. Supplemented to this is their function in the management of the Member Code of Conduct and complaints process.
- 4.4. A model Protocol has been developed and refined over a number of years by Lawyers in Local Government. This has drawn on national best practice and experience from Monitoring Officers across the Country.
- 4.5. It is proposed that the model code is adopted, although with minor amendment. Our existing code in paragraphs e and f, highlights the role of the Monitoring Officer in working with external bodies such as the Ombudsman, and specifically with committees of the Council. Reflecting the importance of these relationships within our organisation, this has been reflected in an amendment to the model code at 3.1 b and c.
- 4.6. Given the context of this document a full Equality Impact Assessment has not been undertaken; however consideration has been given to this, no identified impacts have been identified. It should be noted that the Monitoring Officer in the discharge of their duties is still required to have awareness and consideration of the public sector equalities duties.
- 4.7. The attached draft at Appendix 1 to this report is suggested as an appropriate model to propose to full council.

Name of Meeting: Council – 13 February 2025

Subject Matter: Constitution Updates

Originating Department: Legal and Governance

DO ANY BACKGROUND PAPERS APPLY **YES** **NO**

LIST OF BACKGROUND PAPERS

Doc No	Title of Document and Hyperlink
	Constitution

The background papers relating to reports on planning applications and which are open to public inspection under Section 100D of the Local Government Act 1972, consist of the planning applications, referred to in the reports, and all written responses to consultations made by the Local Planning Authority, in connection with those applications.

Exempt information is contained in the following documents:

Doc No	Relevant Paragraph of Schedule 12A

Code of Conduct for Employees

1. GENERAL PRINCIPLES

This Code of Conduct for Rugby Borough Council is rooted in principles of integrity, accountability, respect and transparency for all employees who work for local government. We uphold the highest of standards of ethical behaviour in all interactions, both within the organisation and with the public. Integrity guides our actions, ensuring honesty, fairness, and impartiality in decision-making processes. Accountability holds each employee responsible for their actions and decisions, fostering a culture of reliability. Respect is fundamental, promoting a culture of inclusivity, dignity, and understanding among colleagues and constituents. Transparency ensures open communication, accessibility of information, and adherence to laws and regulations. These principles form the foundation of our commitment to serving the community with professionalism and dedication.

The Seven Principles of Public Life

The Seven Principles of Public Life (also known as the Nolan Principles) apply to anyone who works as a public office-holder. This includes all those who are elected or appointed to public office, nationally and locally, and all people appointed to work in the Civil Service, local government, the police, courts and probation services, non-departmental public bodies (NDPBs), and in the health, education, social and care services. All public officeholders are both servants of the public and stewards of public resources. The principles also apply to all those in other sectors delivering public services.

1.1 Selflessness

Holders of public office should act solely in terms of the public interest.

1.2 Integrity

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try to inappropriately influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

1.3 Objectivity

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

1.4 Accountability

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

1.5 Openness

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

1.6 Honesty

Holders of public office should be truthful.

1.7 Leadership

Holders of public office should exhibit these principles in their own behaviour and treat others with respect. They should actively promote and robustly support the principles and challenge poor behaviour wherever it occurs.

2. ACCOUNTABILITY

Local government employees are held to the highest of standards of accountability in discharging their duties according to this Code of Conduct. Each employee is responsible for upholding the principles of integrity, honesty, and fairness in all their actions and decisions. They are expected to exercise sound judgement, adhere to relevant policies and procedures, and prioritise the best interests of the community and organisation. Accountability means taking ownership of responsibilities, acknowledging mistakes, and actively seeking solutions to rectify any errors or shortcomings. Through transparent communication and a commitment to excellence, employees demonstrate their dedication to serving the public with integrity and professionalism, thereby fostering trust and confidence in the Council's operations. They are accountable to and owe a duty to that authority, their colleagues and its constituents, recognising the duty of all public-sector employees to discharge public functions reasonably and according to the law. How we interact with each other sets a standard of how we will transfer this to our local community and this should be always maintained. Language, body language and tone should be polite and courteous to all members of staff and users of the Council.

3. POLITICAL NEUTRALITY

Political neutrality is a cornerstone of local government, ensuring councils operate in a fair, impartial and non-partisan manner. Local government officials and employees are expected to refrain from engaging in political activities that could compromise their ability to serve the public objectively and independently. This includes from abstaining from endorsing or promoting any political party or ideology in their official capacities. Instead, the focus is on delivering essential services, making decisions based on evidence and community needs rather than political affiliations. Where employees are politically restricted (by reason of the post they hold, the nature of the work they do, or the salary they are paid), they must comply with any statutory restrictions on their political activities. This preserves democratic values and means they remain accountable to all residents, regardless of their political views.

Categories of Politically Restricted Posts:

Posts will now only be considered to be politically restricted if they fall into the following two broad categories:

- Specified Posts
- Sensitive Posts

A sensitive post is one which meets one or both of the following duties related criteria:

- Giving advice on a regular basis to a Council itself, to any committee or subcommittee of the authority or to any joint committee on which the authority is represented; to the Cabinet, to any committee of the Cabinet; or to any member of the Cabinet; and / or
- Speaking on behalf of the authority on a regular basis to journalists or broadcasters.

It is the Council's duty to prepare and maintain the list of politically restricted posts. This list will be held and maintained by Human Resources and employees will be notified personally of any amendments that affect their post.

Advertising a Politically Restricted Post

When recruiting to a new post, the criteria must be used to determine whether the post is politically restricted and on what grounds it is restricted. If the post is politically restricted this will be included in the job pack and be stated in the employee's Contract of Employment.

If the post is politically restricted, what this means must be discussed with candidates at interview.

Holders of Politically Restricted Posts

The primary objective of this is to ensure that employees in politically restricted posts do not allow any perception to arise that their own personal or political opinions may have influenced or improperly interfered with their work. This only applies to post holders of politically restricted posts, although all employees are required to observe this Code of Conduct which requires all staff to be politically neutral in respect of their employment duties. Holders of politically restricted posts will be notified of their restricted status.

Restrictions on Speaking and Writing in Public

The regulations also address the post holder's conduct outside his/her employment in far wider terms. Post holders are not permitted to speak in public where there is an apparent intention to affect public support for a political party. Similarly, such post holders are not permitted to publish any written or artistic work whether as author or editor, nor can they authorise or permit another person to publish such

work if the work appears to be intended to affect public support for a political party. This includes writing or 'speaking' on social media for example on blogs, on-line forums, Facebook and X, where the work appears to be intended to affect public support for a political party. However, this prohibition does not preclude the display of a poster or other document at the post holder's home or on his or her car or other personal possessions. These restrictions are to be interpreted so as not to prevent the officer from carrying out their official duties.

4. RELATIONS WITH COUNCILLORS, THE PUBLIC AND OTHER EMPLOYEES

Mutual respect between employees and councillors is essential to efficient and reliable local government and working relationships should be kept on a professional basis at all times. Employees should deal with the public, councillors and other employees sympathetically, efficiently, and without bias. Employees should understand that should there be a shift in dynamic of relationships within the organisation with another individual then this should be reported at the earliest possible convenience to their Chief Officer.

5. EQUALITY

We are committed to promoting equality and diversity and celebrating diversity in all aspects of our operations. Every individual, regardless of their background, deserves to be treated with dignity, fairness and respect. Discrimination of any kind, including, but not limited to race, ethnicity, gender, age, disability, sexual orientation, religion, socio-economic status, will not be tolerated within our organisation. We should all strive to create an inclusive and welcoming environment where all employees and members of the community feel valued and empowered to contribute their unique perspectives and talents. This commitment extends to recruitment, promotion, training, and service delivery, ensuring that opportunities are accessible to everyone and that barriers to participation are actively identified and addressed. By all colleagues embracing diversity and fostering an inclusive culture, we enrich our organisation and better serve the needs of our diverse community. For further information on Diversity and Inclusion please refer to our Dignity at Work Policy.

6. STEWARDSHIP

The constituents of Rugby Borough have entrusted their local government to adopt dignity and respect, this extends to the use of public funds. Employees must ensure that they use public funds entrusted to them in a responsible and lawful manner. Colleagues must not use property, vehicles, access RBC systems or other facilities of the authority for personal use unless authorised to do so. Property should be treated with respect and care should be taken to use them appropriately to discharge duties.

7. PERSONAL INTERESTS

A responsible individual committed to fulfilling their public duty should acknowledge the importance of separating personal interests from professional responsibilities. Employees must not misuse their official position or information acquired in the course of their employment to further their private interests, or the interests of others. In particular, they must comply with:

- any rules of their authority on the registration and declaration by employees of financial and non – financial interests;
- any rules of their authority on the declaration by employees of hospitality or gifts offered to or received by them, from any person or organisation doing or seeking to do business, or otherwise benefiting or seeking to benefit from a relationship with the authority. Employees must not accept benefits from a third party unless authorised to do so by their authority.

All individuals are expected to prioritise the welfare of the public over any personal agenda or bias, ensuring that actions and decisions are guided solely in the public interest whilst discharging their duties.

8. WHISTLEBLOWING

In the event that an employee becomes aware of activities which they believe to be illegal, improper, unethical or otherwise inconsistent with this Code of Conduct or any other policy of Rugby Borough Council, the employee should report the matter. This is in accordance with the employee's rights under the Public Interest Disclosure Act 1998, or any other procedure designed for this purpose, namely the Whistleblowing Policy and Procedures.

9. TREATMENT OF INFORMATION

Openness in the dissemination of information and decision making is normal practice in any local government. However, certain information may be confidential or sensitive and therefore it would not be appropriate for wider audience. Where confidentiality is necessary to protect the privacy or other rights of individuals or bodies, information should not be released to anyone other than a councillor, employee or other person who is entitled to receive it or needs to have access to it for the proper discharge of their duties. Nothing in this Code of Conduct can be taken as overriding existing statutory or common law obligations to keep certain information confidential, or to divulge certain information in some cases. This is in line with the relevant acts, namely Freedom of Information Act 2000 and Data Protection Act 2018.

10. APPOINTMENT OF EMPLOYEES, WORKERS AND AGENCY WORKERS

Local government employees involved in the recruitment and appointment of staff must ensure that appointments are made on the basis of merit only. In order to avoid any possible accusation of bias, such employees must not be involved in any appointment, or any other decisions relating to discipline, promotion or pay and conditions for any other employee, or prospective employee, to whom they are

related, or with whom they have a close personal relationship outside work. Should any situation arise of this nature, it should be reported to Human Resources at the earliest possible convenience.

11. INVESTIGATIONS

The Chief Officer of Legal and Governance will investigate employees' reports made under the whistleblowing provisions of this Code. Employees must comply with requests that may be made in connection with such investigations. For avoidance of doubt, further details regarding Whistleblowing are set out in our Grievance Policy and Procedures and Whistleblowing Policy and Procedure.

EQUALITY IMPACT ASSESSMENT (EqIA)

Context

1. The Public Sector Equality Duty as set out under section 149 of the Equality Act 2010 requires Rugby Borough Council when making decisions to have due regard to the following:
 - eliminating unlawful discrimination, harassment and victimisation, and other conduct prohibited by the Act,
 - advancing equality of opportunity between people who share a protected characteristic and those who do not,
 - fostering good relations between people who share a protected characteristic and those who do not, including tackling prejudice and promoting understanding.
2. The characteristics protected by the Equality Act are:
 - age
 - disability
 - gender reassignment
 - marriage/civil partnership
 - pregnancy/maternity
 - race
 - religion/belief
 - sex/gender
 - sexual orientation
3. In addition to the above-protected characteristics, you should consider the crosscutting elements of the proposed policy, such as impact on social inequalities and impact on carers who look after older people or people with disabilities as part of this assessment.
4. The Equality Impact Assessment (EqIA) document is a tool that enables RBC to test and analyse the nature and impact of what it is currently doing or is planning to do in the future. It can be used flexibly for reviewing existing arrangements but in particular should enable identification where further consultation, engagement and data is required.
5. The questions will enable you to record your findings.
6. Where the EqIA relates to a continuing project, it must be reviewed and updated at each stage of the decision.
7. Once completed and signed off the EqIA will be published [online](#).
8. An EqIA must accompany all **Key Decisions** and **Cabinet Reports**.
9. For further information, refer to the EqIA guidance for staff.
10. For advice and support, contact:
Rebecca Ewers
Corporate Equality & Diversity Officer
rebecca.ewers@rugby.gov.uk
01788 533509

Equality Impact Assessment

Service Area	Human Resources
Policy/Service being assessed	Code of Conduct
Is this a new or existing policy/service? If existing policy/service please state date of last assessment	Existing - 2018
EqlA Review Team – List of members	Frankie O’Neill
Date of this assessment	January 2025
Signature of responsible officer (to be signed after the EqlA has been completed)	

A copy of this Equality Impact Assessment report, including relevant data and information to be forwarded to the Chief Officer for Legal and Governance.

Details of Strategy/ Service/ Policy to be analysed

<u>Stage 1 – Policy to be analysed</u>	
(1) Describe the main aims, objectives and purpose of the Strategy/Service/Policy (or decision)?	This assessment evaluates the potential impact of Rugby Borough Council's Code of Conduct on individuals and groups with protected characteristics as defined under the Equality Act 2010. It ensures the Code of Conduct promotes fairness, equality, and inclusivity while mitigating any potential negative impact.
(2) How does it fit with Rugby Borough Council's Corporate priorities and your service area priorities?	1,2,3,4 – All Priorities of Corp Strategy HR- <ul style="list-style-type: none"> • Attract, recruit and retain the best people to work for us • management process to cascade through the organization • Enhance the learning and development programme to engage and deliver impact • Develop leadership capability to ensure we become a people focused organization • Support proactive health and wellbeing activities to improve employee attendance and strengthen absence management
(3) What are the expected outcomes you are hoping to achieve?	<ul style="list-style-type: none"> • To foster an inclusive and respectful working environment. • To promote equality and eliminate discrimination, harassment, and victimisation. • To ensure consistency in the behaviour of all individuals associated with the Council. • To reinforce the Council's commitment to equality, diversity, and inclusion.
(4) Does or will the policy or decision affect: <ul style="list-style-type: none"> • Customers • Employees • Wider community or groups 	All 3. Employees directly. Customers and Wider Community indirectly
(5) Will the policy or decision involve substantial changes in resources?	No

<p><u>Stage 2 – Evidence about user population and consultation</u></p>	<p>As a minimum you must consider what is known about the population likely to be affected which will support your understanding of the impact of the policy, e.g. service uptake/usage, customer satisfaction surveys, staffing data, performance data, research information (national, regional and local data sources).</p>
<p>(1) What does the data tell you about the groups this policy or decision impacts?</p> <p>Possible data sources:</p> <ul style="list-style-type: none"> • national statistics/census data • local statistics • evaluations • analysis of complaints • user feedback • outcomes from consultation/community voice • Council published information, service data • District and Ward Profile – Warwickshire Observatory • Office of National Statistics • Fingertips health profiles • Indices of Multiple Deprivation • RBC Annual Workforce Equality Report 	<p>No trends identified at the moment, measures put in place January 2024 to track, review due in March 2025</p>

Appendix 2

<p>(2a) Have you consulted or involved those groups that are likely to be affected by the strategy/ service/policy you want to implement?</p> <p>If yes, please state which groups were involved in the consultation and what were their views and how have their views influenced the policy/decision?</p>	<p>Recognised Unions – JUCF meetings and by email Chief Executive and Deputy Chief Executive – Mannie Kielty and Dan Green Legal Judith Hicks HR Business Partners</p> <p>No changes made re the policy after reviewing of all.</p>		
<p>(2b) If you have not consulted or engaged with communities that are likely to be affected by the policy/decision, give details about when you intend to carry out consultation or provide reasons for why you feel this is not necessary.</p>	<p>It is unnecessary to consult with all employees as we are not changing the contractual terms of employment therefore there is no legal risk. The policy will be continually monitored in any case by continual feedback through multiple channels. The communities have no reason to be consulted as this is to do with employment.</p>		
<p><u>Stage 3 – Analysis of impact</u></p>			
<p>(1) <u>Protected Characteristics</u> From your data and consultations is there any positive, adverse or negative impact identified for any particular group, which could amount to discrimination?</p> <p>If yes, identify the groups and how they are affected.</p>	<p>Protected Characteristic</p>	<p>Nature of Impact Positive, Neutral, Adverse (explain why)</p>	<p>Extent of impact Low, medium, high</p>
	<p>Age</p>	<p>P</p>	<p>Medium</p>
	<p>Disability</p>	<p>P</p>	<p>Medium</p>
	<p>Sex</p>	<p>P</p>	<p>Medium</p>
	<p>Gender reassignment</p>	<p>P</p>	<p>Medium</p>
	<p>Marriage/civil partnership</p>	<p>P</p>	<p>Medium</p>
	<p>Pregnancy/maternity</p>	<p>P</p>	<p>Medium</p>

Appendix 2

	Race	P	Medium
	Religion/belief	P	Medium
	Sexual Orientation	P	Medium (Explanation for all: This should have a positive impact on morale and behaviours across the Council. Understanding how to behave and what expectations are set, resulting in positive outcomes for all protected characteristics)
(2) <u>Cross cutting themes</u> (a) Are your proposals likely to impact on social inequalities e.g. child poverty, geographically disadvantaged communities? If yes, please explain how?	Description of impact	Nature of impact Positive, Neutral, Adverse (explain why)	Extent of impact Low, medium, high
	Socio-economic e.g.: child poverty, income level, education level, working hours/occupation, family/social support, access to good nutrition	No	n/a
	Environmental e.g.: housing status, transport links, geography, access to services, air quality, noise pollution	n/a	n/a
(3) Using the information gathered in stages 2 and 3, what will the positive impact of the strategy/policy be on equality?	The Code of Conduct clearly outlines expectations of behaviours that are required when working at Rugby Borough Council. The policy clearly represents RBC's commitment to equality and diversity both within our team and our community. This will allow our staff to act and present themselves and RBC to the wider community in a positive way, our behaviour should define the behaviour of the wider community we serve and therefore having a positive impact on equality and diversity.		

Appendix 2

<p>(4) Are there any obvious barriers to accessing the service? If yes, how can they be overcome?</p>	<p>No Employees made aware of Code of Conduct at the start of employment, sent with Contract Documents. Employees are also given direction of this during their induction. All employees were invited to the Policy Launch in July 2024.</p>
<p>(5) What Equality Monitoring Data will be collected to analyse impact? How will the Equality Monitoring Data collected be used? If no Equality Monitoring Data is being collected, why not? For support with this section, please refer to the Equality Monitoring Guidance.</p>	<p>Our monitoring data is collected through our HR/Employee Relations Tracker and x referenced with our overall People Data. This allows us to monitor behaviours and trends throughout our workforce to successfully lead to the implementation of any training that is required over our services. Data used Cases relating to disciplinary, dismissal, warnings, investigations, grievance, whistleblowing. Started to collect data in 2024, so onwards will be able to report yearly and make amendments to the Policy if required.</p>
<p>(6) Complete this section if any adverse impacts were identified in 3.1. Outline any actions that will be taken to remove or mitigate the adverse impacts identified in 3.1 to ensure that no discrimination is taking place. If removing or mitigating the impact is not possible, you may in certain circumstances, justify the discrimination. If that is the case, please give evidence for why justifying is possible in this case.</p>	<p>n/a</p>

Stage 4 – Action Planning, Review and Monitoring

--

Appendix 2

<p>(1) Data analysis What does feedback from Equality Monitoring Data gathered tell you about impact on groups? Were there any unforeseen impacts (positive or negative)?</p> <p>The feedback/data should be used to inform your Action Plan in (2)</p>																														
<p>If No Further Action is required then go to – Review and Monitoring</p> <p>(2) Action Planning – Specify any changes or improvements that can be made to the service or policy to mitigate or eradicate negative or adverse impact on specific groups, including resource implications.</p>	<p>EqlA Action Plan</p> <table border="1" data-bbox="875 646 2114 874"> <thead> <tr> <th>Action</th> <th>Lead Officer</th> <th>Date for completion</th> <th>Resource requirements</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Action	Lead Officer	Date for completion	Resource requirements	Comments																				
Action	Lead Officer	Date for completion	Resource requirements	Comments																										
<p>(3) Review and Monitoring State how and when you will monitor policy and Action Plan. Will you make any changes to the Equality Data that you are collecting or how you are collecting/using the data?</p>																														

Please annotate your policy with the following statement:

‘An Equality Impact Assessment on this policy was undertaken on (date of assessment) and will be reviewed on (insert review date).’

March 2025

Part 4F MONITORING OFFICER PROTOCOL

1. Introduction

This Protocol explains the role and functions of the Council's Monitoring Officer and the arrangements for ensuring this role is effectively carried out. It is based on the understanding that the ability of the Monitoring Officer to undertake this role effectively depends on excellent working relations with colleagues and Members and on the flow of information and access to debate particularly at early stages.

2. Functions

The specific functions of the Council's Monitoring Officer are detailed in Article 12 Part 1B of this Constitution. The chief responsibilities can be summarised as:-

- (a) a duty to report to the Council or executive in any case where the Monitoring Officer is of the opinion that any proposal or decision has given rise to or is likely to or would give rise to
 - (i) a contravention of any enactment or rule of law; or
 - (ii) maladministrationand these matters are referred to in this Protocol as "reportable incidents";
- (b) a range of functions relating to Members' conduct; and
- (c) as proper officer and for specific functions under the Council's Constitution.

3. Discharge of Functions

3.1 In order to ensure the effective undertaking of these duties, the Monitoring Officer will:-

- (a) have regular meetings with each of the Head of Paid Service and Chief Finance (S.151) Officer in order to review current and likely future issues with legal, constitutional or ethical implications.
- (b) maintain good liaison and working relations with the Local Government and Social Care Ombudsman and such other external regulatory bodies as are relevant to the Council.
- (c) have regular meetings with and maintain good liaison and working relations with Leader of the Council, chair of Audit and Ethics Committee and chair of Scrutiny Committee
- (d) maintain good liaison and working relations with the Head of Internal Audit and the external audit service.
- (e) ensure that the Council is kept up to date on new legislation and changes in the law which are relevant to the carrying out of the Council's activities. This will generally take the form of reports to Members and briefing notes to Chief Officers but where appropriate will involve training sessions for relevant Members and officers.

These activities will be carried out in consultation and conjunction with relevant Chief Officers.

3.2 In addition, Chief Officers will ensure that:-

- (a) The Monitoring Officer or their Senior Staff are consulted at an early stage on new policy proposals and on matters which have potentially significant legal implications. Where there is any doubt, the Chief Officer should always consult.

- (b) All draft reports to the Council and Committees should as a matter of routine be cleared with the Monitoring Officer or their senior staff.
- (c) The Monitoring Officer is informed of all emerging issues of concern of a legal, ethical or constitutional nature. Similarly, Members should ensure that the Monitoring Officer is routinely informed and consulted in respect of new policy proposals. The Monitoring Officer will always seek to resolve any potential illegality by identifying alternative and legitimate means of achieving the objective of the purpose. (See also para. 3.5(a)).

3.3 Also, in cases where external lawyers are acting for the Council, it will be necessary for the Monitoring Officer to appoint a client officer from within Legal Services and to agree with the relevant Chief Officer arrangements for ensuring that vires and constitutional issues are satisfactorily addressed.

3.4 These working arrangements will mean that:

- (a) The Monitoring Officer will seek to resolve potential reportable incidents (as defined in para 2(a)) by avoiding the illegality, etc., or by identifying alternative and legitimate means of achieving the objective of the proposal. Accordingly, and given that Council officers and Members are encouraged to consult the Monitoring Officer in respect of any proposal, the Monitoring Officer will only need to make a public report on the matter if the proposal were to be a potential reportable incident and the officer or Member subsequently took any action to progress that proposal despite being advised to the contrary by the Monitoring Officer.
- (b) Where the Monitoring Officer receives a complaint of a potential reportable incident, they must in appropriate cases seek to resolve the matter amicably, by securing that any illegality or failure of process is rectified. However, it is recognised that the Monitoring Officer may decide that the matter is of such importance that a statutory report is the only appropriate response.
- (c) In appropriate cases, and to secure the rapid resolution of a potential reportable incident or avoid a separate statutory report, the Monitoring Officer will be entitled to add their written advice to the report of any other Council officer.
- (d) Notwithstanding the above, the Monitoring Officer retains the right to make a statutory report where, after consultation with the Head of Paid Service and the S.151 Officer, when the Monitoring Officer is of the opinion that such is necessary in order to respond properly to a reportable incident.

3.5 In pursuance of their duties, and to assist in effective and efficient undertaking of these working arrangements, the Monitoring Officer will have the right:-

- (a) To receive advance notice of meetings, whether formal or informal between Chief Officers and Members of the Council or Committee Chairs where any procedural, vires or other constitutional issues are likely to arise, together with the right to attend such meetings.
- (b) To receive advance notice of meetings of the Senior Leadership Team and the agenda and reports together with the right to attend and speak.
- (c) To see all documents and information held by or on behalf of the Council, including documents and information held by any Council officer or Member. However, this right does not extend to documents and information held by or on behalf of any political party represented on the Council.
- (d) To attend any meetings of officers or Members (or both), whether or not such meetings include any other persons. However, this right does not extend to any meetings held by or on behalf of any political party represented on the Council.

- (e) To require any Council officer or Member, or any contractor to provide an explanation of any matter under investigation. (f) To report to the Council, and its Committees, including a right to present a written report and to attend and advise orally.
- (g) To have access to the Chief Executive (Head of the Paid Service) and to the S.151 Officer.
- (h) After consultation with the Chief Executive and the S.151 Officer, to notify the Police, the Council's Auditors and other regulatory agencies of concerns in respect of any matter and to provide them with information and documents in order to assist them with their statutory functions.
- (i) To obtain, at the Council's expense, legal advice, either internally or from an independent external solicitor, barrister or forensic consultant, on any matter which it is believed may be a reportable incident.

4. Conflicts

Where the Monitoring Officer is in receipt of a complaint or is aware of a potential reportable event relating to a matter upon which they have previously advised the Council, they must consult the Head of the Paid Service who may then either refer the matter to the Deputy Monitoring Officer for investigation and report back to the Head of the Paid Service or request a neighbouring authority to make their Monitoring Officer available to the Council to investigate the matter and report to the Head of the Paid Service and/or the Council as appropriate.

5. Insurance and indemnity arrangements

The S.151 Officer will ensure adequate insurance and indemnity arrangements are in place for the same to protect and safeguard the interests of the Council, and the proper discharge of the Monitoring Officer role.

6. Sanctions for breach of the Council's Codes of Conduct and this Protocol

Complaints relating to any breach of the Council's Code of Conduct for Members must be dealt with in accordance with the arrangements adopted by Council. Complaints relating to any breach of this Protocol by a Member may be referred to the relevant leader and/ or whip of the political party group and as a breach of the members Code of Conduct to the Audit and Ethics Committee. Complaints relating to any breach of this Protocol by an officer may be referred for disciplinary action.

AGENDA MANAGEMENT SHEET

Report Title: Updates to Contract Standing Orders

Name of Committee: Council

Date of Meeting: 13 February 2025

Report Director: Monitoring Officer

Portfolio: Finance and Performance, Legal and Governance

Ward Relevance: All

Prior Consultation: The proposals have been developed with relevant staff and there has been consultation with the Constitution Working Group.

Contact Officer: Ian Hunt Senior Legal Officer

Public or Private: Public

Report Subject to Call-In: No

Report En-Bloc: No

Forward Plan: No

Corporate Priorities: This report relates to the following priority(ies):
 A Healthier Rugby – To support people to live healthier, longer, and more independent lives.
 A Thriving Rugby – To deliver a thriving economy which brings Borough-wide investment and regenerates Rugby Town Centre.
 A Greener Rugby – To protect the environment and ensure the Borough adapts to climate change.
 A Fairer Rugby – To reduce inequalities and improve housing across the Borough.
[Corporate Strategy 2025-2035](#)
 This report does not specifically relate to any Council priorities but is part of ensuring that the Council's Contract Standing Orders remain up to date and relevant.

Summary: The Procurement Act 2023 is introducing a range of regulatory changes into the processes that the Council (along with other public sector bodies) has to comply with in order to undertake procurement.

The attached Contract Standing Orders have been developed in order to meet the requirements of the new legislation and best practice; it is proposed that these are substituted for the existing framework within the Constitution at Part 3F.

Financial Implications:

There are no direct financial implications from this proposal outside of existing budgets as they relate to the ongoing functions of the council.

It is anticipated that through the process of rationalisation and increased effectiveness this will make savings, although it is unlikely that these would be material to any specific budget heading.

Risk Management/Health and Safety Implications:

The introduction of best practice will enhance the process and mitigate the risk of legal challenge to the Council. There are no direct Health and Safety implications, beyond the existing processes for meetings of committees.

Environmental Implications:

There are no environmental implications for this proposal, as it is purely administrative in its nature.

Legal Implications:

The Council has a statutory duty to have, and maintain its constitution, the specific legal implications of proposals are set out in the report.

Equality and Diversity:

There are no material impacts on any protected characteristics from the proposals. Any procurement undertaken within the proposed rules will need to consider any material implications for the service and or its delivery as part of the procurement process.

Options:

The options considered are set out in the body of the report.

Recommendation:

The revised Contract Standing Orders be adopted and incorporated into the Constitution.

Reasons for Recommendation:

To support the ongoing work to develop and enhance the Councils Constitution.

Council - 4 February 2025

Updates to Contract Standing Orders

Public Report of the Monitoring Officer

Recommendation

The revised Contract Standing Orders be adopted and incorporated into the Constitution.

1. BACKGROUND

- 1.1. The Council is under an obligation to conduct procurement in line with statutory obligations and requirements. The coming into force of the Procurement Act 2023 on the 24th February 2025 has introduced a range of changes to the legal framework and it is proposed that the Council adopts a new set of standing orders to meet these requirements.
- 1.2. The Council works in partnership with Nuneaton and Bedworth Borough Council in the delivery of its procurement function. The proposed rules are designed to be directly comparable with the rules currently being considered for adoption by them. By adopting common standards and structures the service will be able to build on the expertise, best practice and derive efficiencies for the processes undertaken.
- 1.3. The proposals have been developed with relevant staff across both Councils, and the Constitution Working Group has been consulted prior to the proposals coming to Council.

2. CONTRACTING PROCEDURES

- 2.1. The Council has a duty to make suitable arrangements under s135 of the Local Government Act 1972 for the management and making of contracts; these are required to part of the Councils constitution. With the UK's exit from the European Union the requirement to directly follow EU directives has been withdrawn accordingly central government has introduced a new framework.
- 2.2. The existing Standing Orders have been in place for several years and are reflective of the previous framework derived from the EU Directives, whilst the overall principles of competitive transparent procurement remain, it is considered that the significance of the legislative change is such that there is no option but to introduce relevant changes for the 24th February 2025.
- 2.3. Following the UK's exit from the EU, the UK Government deposited its Instrument of Accession to join the World Trade Organisation's (WTO) Agreement on Government Procurement (GPA) becoming an independent

member when the transition period ended on 31 December 2020. This guarantees access to £1.3 trillion in overseas public procurement markets providing major export opportunities for British businesses. Due to the UK's commitment to the GPA and following the UK's departure from the EU, the UK can create its own legislative framework working in accordance with the principles of the GPA:

- 2.3.1. Fairness
- 2.3.2. Impartiality
- 2.3.3. Transparency
- 2.3.4. Non-discrimination.

2.4. The Procurement Act intends to comprehensively streamline and simplify the complex framework of regulations that currently govern public procurement by creating a new legislative framework for UK public procurement. The key things to note regarding the new Procurement Act, which have been incorporated into the drafted CPR's:

- 2.4.1. Four regimes brought into one new Act
- 2.4.2. New procedures will see procurements completed in a more agile way
- 2.4.3. There will be a duty on authorities to consider carving up contracts into smaller 'lots'
- 2.4.4. More information will need to be shared publicly about procurements and suppliers
- 2.4.5. Provisions to ensure prompt payment across the supply chain
- 2.4.6. Introduction of a new oversight body
- 2.4.7. New 'remedies regime' to deal with procurement challenges
- 2.4.8. Increased data collection, with a wide range of notices required
- 2.4.9. Implied terms to promote compliance with the Act
- 2.4.10. Exclusion and debarment
- 2.4.11. Greater transparency in relation to contract modifications (variations)

2.5. The core changes in terms of the practical operation of the new frameworks and guidance is set out in the following table.

Existing	Proposed Recommended Changes
<p>The current CPR's are not in a clear structure so it can be difficult for officers to read and follow the CPR's.</p>	<p>The current draft has been divided into sections (as below) and mirrored to follow the flow of a procurement process. This will provide a clearer structure and flow to the CPR's allowing all officers to quickly and easier identify a specific procedure rule depending on the stage of the procurement cycle. Section B, C, D and E follow the new Cabinet Office defined 'The Procurement Pathway'.</p> <p>Section A – Introduction and Scope Section B – Plan Section C – Define Section D – Procure Section E – Manage</p>

Existing	Proposed Recommended Changes
	Section E – General Section F – Exemptions Section G – Glossary
<p>Partnering</p> <p>This was limited in detail previously and failed to make it clear that a joint venture and/or a public-private partnership (PPP's) is bound by the Procurement legislation and therefore in scope of the CPR's.</p>	<p>(See page 6 Procedure Rule 3).</p> <p>The procedure rule has been included in Section A – Introduction and Scope to clarify. It also contains some industry examples when partnering arrangements are generally seen.</p>
<p>KPI's</p> <p>There was limited detail in the current CPR's regarding KPI's and supplier performance management.</p>	<p>(See page 10 and 11 Procedure Rule 9).</p> <p>The new legislation requires more transparency and accountability from public sector organisations as part of the procurement lifecycle, including contract management. For the first time, KPIs will be legislated for in UK public procurement legislation.</p> <p>From February 2025, any new contract awarded under the new regime with an estimated value of more than £5 million, section 52(1) generally requires that a contracting authority must set at least three KPIs in respect of the contract. The contracting authority must then publish the KPI's and the supplier's performance against the KPI's. This is a legislative requirement so feedback for this item it so clarify whether the procedure rule is clear and it makes sense to officers.</p>
<p>Supplier Performance Monitoring (in addition to KPI's above)</p> <p>Whilst the current CPR's have information regarding contract management, it is limited in detail.</p>	<p>Please also see 19.3 Supplier Performance Monitoring (page 30 and 31).</p> <p>Due to the new KPI requirement as per the row above, an additional section has been included under the Contract Management procedure rule to provide additional information and guidance for officers. This is a legislative requirement so feedback for this item is to clarify whether the procedure rule is clear and it makes sense to officers.</p> <p>The procedure rule also reiterates the responsibilities of a Principal Contract Officer to ensure the Council manages its contracts effectively.</p>

Existing	Proposed Recommended Changes
<p data-bbox="129 232 312 264">Social Value</p> <p data-bbox="129 309 651 450">The current CPR's doesn't have a dedicated Procedure Rule regarding social value. It's referenced within other procedure rules.</p>	<p data-bbox="676 232 1187 264"><i>(See page 11 Procedure Rule 10).</i></p> <p data-bbox="676 309 1318 488">A new procedure rule related to Social Value so it's not diluted within another procedure rule. It is important to note as per the Public Services (Social Value) Act 2012, there is an obligation to consider social value.</p> <p data-bbox="676 528 1310 741">We are seeing more public sector bodies accounting for social value as part of the evaluation criteria in tenders/quotes and it is recognised as best practice. Central Government mandate 10% towards social value.</p> <p data-bbox="676 781 1331 994">We have therefore proposed for goods and/or services quotations or tenders above the UK procurement threshold (£214k including VAT) and £500,000 (NET) for works quotations or tenders must be earmarked for social value purposes.</p>
<p data-bbox="129 1046 389 1077">Closed quotations</p> <p data-bbox="129 1122 647 1335">Means procurements below the UK threshold not via a framework agreement where a pre-selected list of suppliers is chosen by the Council and they are invited. So it isn't openly advertised.</p> <p data-bbox="129 1375 612 1516">No approval was required previously, this was subject to the Procurement Officer and service area.</p>	<p data-bbox="676 1046 1326 1113"><i>(See page 15,16 and 17 Procedure Rule 14 (14.4)).</i></p> <p data-bbox="676 1153 1331 1516">Guidance states that for below threshold procurements, contracting authorities may have flexibility and refer to their own rules. So, the proposal is to retain this option but in accordance with Procedure Rule 14. but approval must be sought and given from the Procurement Service Manager and/or Assistant Director – Democracy and Governance where it is intended to undertake a closed quotation process.</p> <p data-bbox="676 1556 1331 1807">Where approval is sought, which will end up being the exception rather than the rule, will require at least 5 interested bidders to be invited and the same bidders cannot be asked for similar requirements due to risk of service delivery in the event of supplier failure but to also ensure suitable competition.</p>
<p data-bbox="129 1854 639 1921">Advertising Requirements including Procurement Notices</p> <p data-bbox="129 1962 644 2029">Limited detail in the current CPR's as it is a legislative requirement and</p>	<p data-bbox="676 1854 1331 1921"><i>(See page 20, 21 and 22 Procedure Rule 14 (14.9)).</i></p> <p data-bbox="676 1962 1310 2065">Due to the magnitude of changes in relation to the transparency of data and requirement to publish notices (certainly in relation to</p>

Existing	Proposed Recommended Changes
<p>included in the procurement teams process</p>	<p>contract award and contract management), this has been included in full until a time when both service areas and the procurement team are 100% comfortable with the new regime and requirements placed on the Council because of the new legislation.</p>
<p>Anonymised opening records</p> <p>The current CPR's are silent on this but it's a practice the Procurement Team currently implement to mitigate risk of bias for the purposes of the evaluation process.</p>	<p>(See page 22 Procedure Rule 15 (15.3)).</p> <p>Inclusion in the CPR's provides the statute for the procurement team to do this and protect both the Council and Officers from claims of bias in the event a bidder feels they have been treated unfairly. The process helps mitigate risk of challenge and having it documented in the procedure rules adds more gravitas.</p>
<p>Contract Management</p> <p>1. Principal Contract Officer</p> <p>This was contained in the current CPR's but was light on information.</p> <p>2. Contract variations</p> <p>This was contained in the current CPR's but was light on information.</p>	<p>Principal Contract Officer</p> <p>(See page 27 and 28 Procedure Rule 19 (19.1)).</p> <p>Additional information (responsibilities and guidance) has been provided to reiterate the actions and responsibilities of the lead officer. This makes it absolutely clear what responsibilities a principal contract officer has in relation to their contract and procurement activity.</p> <p>Contract Variations</p> <p>(See page 28, 29 and 30 Procedure Rule 19 (19.2)).</p> <p>Due to the magnitude of changes in relation to the transparency of data and contract variations, this has been included in full until a time when both service areas and the procurement team are 100% comfortable with the new regime and requirements placed on the Council as a result of the new legislation. Furthermore, providing in full provides the clarity for Principal Contract Officers regarding the tests associated with a contract variation for it to be deemed compliant or not. Advice must always be sought but officers may wish to have the information readily available for ease prior to considering a contract variation.</p>

Existing	Proposed Recommended Changes
<p>Conflicts of Interest</p> <p>This was already contained in the current CPR's and was clear</p>	<p><i>(See page 32 and 33 Procedure Rule 21).</i></p> <p>A key change to the new procurement regulations requires the contracting authority to undertake frequent and regular checks for any conflicts of interest throughout the procurement process and to maintain a record.</p> <p>This has therefore been updated to confirm this.</p>

2.6. The proposed revised version is attached at Appendix 1.

Name of Meeting: Council

Date of meeting: 13 February 2025

Subject Matter: Updates to Contract Standing Orders

Originating Department: Legal and Governance

DO ANY BACKGROUND PAPERS APPLY **YES** **NO**

LIST OF BACKGROUND PAPERS

Doc No	Title of Document and Hyperlink
	Constitution

The background papers relating to reports on planning applications and which are open to public inspection under Section 100D of the Local Government Act 1972, consist of the planning applications, referred to in the reports, and all written responses to consultations made by the Local Planning Authority, in connection with those applications.

Exempt information is contained in the following documents:

Doc No	Relevant Paragraph of Schedule 12A

Part 3F

Contract Standing Orders

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Section A – Introduction and Scope

1. Introduction

- 1.1. Contract Standing Orders (CSO's) are permitted in accordance with section 135 of the Local Government Act 1972, to make standing orders with respect to the making of contracts by them and on their behalf, for the supply of goods, services and/or for the execution of works.
- 1.2. As a public sector organisation that is funded and uses public resources, the Council must set and follow the highest standards of financial control and stewardship to ensure effective governance. Contract Standing Orders provide Officers and Members with procedures to follow to ensure that the required standards are met. The CSO's are consistent with procurement legislation designed to ensure that the Council achieves value for money and social value, that it complies with statutory requirements, that its affairs are prudently managed and properly controlled. Any permission to waive a Standing Order is outlined in standing Order 24, otherwise known as an Exemption.
- 1.3. The purpose of these Standing Orders is to:-
 - a) Ensure that the Council promotes the probity and integrity of the procurement process;
 - b) Provide employees involved in the procurement process a framework within which to work;
 - c) Ensure fairness in allocating contracts and protect employees from allegations of corruption and/or collusion from suppliers and contractors;
 - d) Promote public accountability;
 - e) Ensure transparency;
 - f) Ensure compliance with all legal requirements;
 - g) Achieve value for money on behalf of the Council; and
 - h) Support and deliver the Council's corporate aims and objectives.
- 1.4. CSO's must be complied with strictly. They are minimum requirements and any instances of non-compliance may result in disciplinary action being taken as a breach of legislation, statute and the Constitution. From an operational perspective, failure to comply with the procurement legislation will result:
 - a) in the contract being deemed ineffective (terminated);
 - b) in the contract term being shorted;
 - c) in a financial penalty for the Council.
- 1.5. Any consultant, agent, project manager or contractor acting on behalf of the Council who undertakes a procurement which results in the Council appointing a supplier, must also comply with these Standing Orders and this must be a condition of their employment.

- 1.6. Contracts let on behalf of a consortium, association or similar body of which the Council is a member should comply with the rules of the body or lead authority.
- 1.7. The amounts £A to £D in these Standing Orders have the initial values given to them as follows:-
 - £A = £7,500
 - £B = £25,000
 - £C = £125,000
 - £D = £3,500,000
- 1.8. All monetary values included in these Standing Orders relate to the total value of the contract or framework agreement (Lifetime Contract Value) including extension options and shall be deemed to exclude any Value Added Tax applicable unless otherwise stated.
- 1.9. The Chief Officer for Finance and Performance is designated as the responsible officer in accordance with [Section 151 of the Local Government Act 1972](#) (for the proper administration of the Council's financial affairs) and the designated officer in accordance with [Section 114 of the Local Government Finance Act 1988](#) (incurring of unlawful expenditure) and is referred to in these Standing Orders as the Chief Financial Officer.
- 1.10. The Chief Financial Officer shall review all monetary limits annually and any amendments, if appropriate having regard to inflation and other relevant factors, shall be reported to the Leadership Team then the Constitution Review Working Party for consideration before seeking Full Council approval.
- 1.11. References to the Chief Financial Officer shall include other employees authorised to undertake duties on behalf of the Chief Financial Officer such as the Deputy Chief Financial Officer (Finance Manager).
- 1.12. References to the Monitoring Officer shall include other employees authorised to undertake duties on behalf of the Monitoring Officer such as the Deputy Monitoring Officer (Legal Services Manager).
- 1.13. References to the Chief Executive shall include other employees authorised to undertake duties on behalf of the Chief Executive such as the Deputy Chief Executive.
- 1.14. Questions of interpretation of these Contract Standing Orders should be referred to the Chief Financial Officer, Monitoring Officer and/or Team Leader Accounts Payable & Procurement. If required, the Procurement Team via the Procurement Shared Service may also be contacted to provide support and advice.

2. Scope

2.1. These Contract Standing Orders relate to any arrangement made by, or on behalf of, the Council for the execution of work or for the provision of goods and/or services. These include but are not limited to arrangements for:-

- a) The supply or disposal of goods;
- b) Hire, rental or lease of goods or equipment;
- c) Execution of works such as new build, construction works, demolition and/or refurbishment works;
- d) The delivery of services including those relating to the recruitment of temporary staff, professional and consultancy services; and
- e) Service Concessions and Work Concessions as defined by [Part 1 Key Definitions of the Procurement Act 2023](#).

2.2. These Contract Standing Orders do not apply to:-

- a) The employment of permanent staff;
- b) Land and building agreements, broadcasting agreements, electronic communication services, alternative dispute resolution services, legal representation services and financial lending as defined in Schedule 2 Exempted Contracts [Part 2 of the Procurement Act 2023](#);
- c) Grants* from the Council (except where they are to buy services); and
- d) Any other requirements that fall in scope of Schedule 2 Exempted Contracts [Part 2 of the Procurement Act 2023](#) with the exception of Vertical and Horizontal arrangements.

**grants issued by the Council are subject to the Financial Standing Orders.*

2.3. The use of e-procurement technology and Purchasing Cards does not negate the requirement to comply with all elements of these Contract Standing Orders.

2.4. Officers and the Procurement Team must note these CSO's are intended to go live in February 2025 which is when the new Procurement Act will officially go live (24th February 2025). The fundamental principle is that procurements that commence (the date a tender is launched) after the entry into force of the Act (24th February 2025) must be conducted by reference to the Act only, whilst those that were commenced under the previous legislation (the Public Contracts Regulations 2015 (PCR), the Utilities Contracts Regulations 2016 (UCR), the Concession Regulations 2016 (CCR) and the Defence and Security Public Contracts Regulations 2011 (DSPCR)) must continue to be procured and managed under that legislation.

2.5. Any contracts awarded under the previous legislation will continue to be managed under that legislation until such a time as the contract, or commercial tool ceases to exist. This means that in respect of modifications, for example, contracting authorities can only modify

contracts awarded under the previous legislation using provisions set out at regulation 72 of the PCR, regulation 88 of the UCR and regulation 43 of the CCR as appropriate. In addition, contracts awarded via a Framework Agreement that was procured under the previous regime will result in that call off contract being awarded present to the previous legislation not the new Procurement Act. As a result, for the next two (2) financial years at least, it is highly likely that the procurement process will be a hybrid of both the old legislation and the new legislation effective 24th February 2025. These CSO's are heavily bias towards the new Procurement Act rather than the previous legislation to ensure compliance. The Procurement Team have been trained and are aware of the procedures to mitigate risk of non-compliance with the relevant procurement legislation.

3. Partnering

- 3.1. A partnership is an agreement between the Council and one or more independent legal bodies, organisations or entities to work collectively to achieve a common purpose with specified aims and objectives. These are more commonly known as Public-Private Partnerships (PPPs). PPPs are common in almost every aspect of public infrastructure in England and Wales, including:
 - a) roads, schools, university student accommodation, prisons, defence, healthcare and hospitals;
 - b) waste to energy and waste management;
 - c) public security and border control;
 - d) waste water transportation;
 - e) certain natural resources developments; and
 - f) street lighting, energy transmission and other energy projects, including solar.
- 3.2. For the avoidance of any doubt, partnering arrangements which involve a joint venture or contractual arrangement with a private sector body are subject to the provisions of these Standing Orders.

Section B – Plan

Pre-procurement process including the development of strategy and plan in line with business objectives and commercial policy outcomes, have clear and transparent commercial pipelines and a good understanding of the market.

4. Steps Prior To Purchase

4.1. Before beginning a purchase the employee responsible for it must appraise the purchase, in a manner commensurate with its complexity and value, by:-

- a) Appraising the need for the expenditure and its priority;
- b) Defining the purpose and objectives and intended outcomes of the purchase;
- c) Confirming that approval has been given for the expenditure and that an appropriate budget exists;
- d) Allocating resources to ensure capacity and capability throughout all stages;
- e) Defining requirements and success criteria that are relevant, specific and proportionate;
- f) Ensuring the Business Case has been approved where applicable;
- g) Referring to the Procurement Toolkit on SharePoint or contacting the Procurement Team;
- h) Completing the Procurement Checklist located with the Procurement Toolkit on SharePoint;
- i) Consider how the contract might improve the economic, social and environmental wellbeing of the borough and consider if external consultation is required ([Public Services \(Social Value\) Act 2012](#));
- j) Checking to ensure that the Procurement Team do not already have a preferred supplier agreement for the product/service or if a local agreement would be suitable;
- k) Assessing the risks associated with the purchase and determine how to adequately manage them;
- l) Considering what procurement method is most likely to achieve the objectives, including internal or external sourcing, partnering, and collaborative procurement arrangements with another local authority, government department, statutory undertaker or public service purchasing consortium;
- m) Consulting users as appropriate about the proposed procurement method, contract standards and methods of performance and user satisfaction monitoring;
- n) Selecting the terms and conditions that are to apply to the proposed contract in consultation with the Procurement Team and Legal Services Team;
- o) Decide if the contract can be awarded in separate Lots to obtain better value and additional benefits (encourage SME's or more local suppliers);
- p) Ensuring that the correct governance and decision making process is in place including if necessary inclusion in the Forward Plan and

recognition that for significant procurements there may need to be multiple decision points.

- 4.2. Officers must not enter into separate contracts or select a method of calculating the total value in order to minimise the application of these Contract Standing Orders or Procurement Regulations.
- 4.3. The splitting of contracts to avoid the procurement regulations applying is prohibited. However, the Council may decide to award one procurement in separate Lots as per Part 3 Award of public contracts and procedures section 18 ([Duty to consider lots](#)). Contact the Procurement Team for advice.
- 4.4. Wherever possible, consideration should be given to contract mergers and aggregation with existing preferred contracts to encourage value for money or collaboration with other public sector bodies. It is essential that if a contract already exists for the supply of the same goods, services or works, the existing contract must be used in the first instance, but only if the scope is similar and any contract modification requirements are adhered to. Please contact the Procurement Team for advice and guidance. Further information is contained in Standing Order 19.2.
- 4.5. The calculation of the Lifetime Contract Value must be calculating by the Council. It must estimate the value of a contract as the maximum amount it could expect to pay under the contract including, where applicable, amounts already paid. The amount the Council could expect to pay includes the following—
 - (a) the value of any goods, services or works provided by the contracting authority under the contract other than for payment;
 - (b) amounts that would be payable if an option in the contract to supply additional goods, services or works were exercised;
 - (c) amounts that would be payable if an option in the contract to extend or renew the term of the contract were exercised;
 - (d) amounts representing premiums, fees, commissions or interest that could be payable under the contract (including indexation);
 - (e) amounts representing prizes or payments that could be payable to participants in the procurement.

Please note the term in the Glossary for the purposes of calculating a Concession Contract value.

5. Long Term Arrangements

- 5.1. Better value for money and improved quality of service delivery can be achieved by entering into long-term agreements with the supply chain. Therefore, Officers must package contracts in such a way that they reduce the number of times that the Council needs to seek competitive tenders due to the administrative burden associated with a procurement process but also to ensure it is proportionate for the supply chain. This can be achieved by amalgamating similar types of supplies and services

into single contracts and then seeking competitive tenders but this must be balanced with the duty to consider Lots. Officers must also consider the term of the contract when considering the plan stage of the procurement process. For instance, it would not be proportionate or prudent to procure a refuse collection service contract for six (6)/ twelve (12) months given the plant and equipment that would be required to fulfil the service, but also the staffing required. It would in this scenario be more proportionate and prudent to offer a contract period of at least five (5) years.

6. Transfer of Undertakings (Protection Of Employment) Regulations 2006

- 6.1. All procurements where applicable must indicate how the Council intends to deal with [The Transfer of Undertakings \(Protection of Employment\) Regulations 2006](#) (TUPE). This is a critical element of the procurement process and the lead service area must consider this, liaising with Human Resources (HR) and the current supplier. This will relate to employees transferring from a Council service to an external provider (outsourcing), or vice versa (in-sourcing) or where employees transfer from an external provider to another external provider following a procurement process. If the latter, the involvement from HR will be light touch as the Council facilitates the process and transfer of TUPE information.
- 6.2. When the Council considers there to be a TUPE transfer from the Council, the advice of the Human Resources Manager and Chief Officer – Legal and Governance must be obtained.
- 6.3. All contracts shall require a successful tenderer to undertake to comply with its obligations under TUPE.

7. Preliminary Market Engagement

- 7.1. The Council may conduct preliminary market engagement prior to the publication of a tender and competitive procurement process, for the purpose of:
 - a) developing the Council requirements and approach to the procurement;
 - b) designing a procedure, conditions of participation or award criteria;
 - c) preparing the tender notice and associated tender documents (for instance Lots, procurement route to market, timescales associated to the tender stage, whether site visits would be beneficial);
 - d) identifying suppliers that may be able to supply the goods, services or works required;
 - e) identifying likely contractual terms;
 - f) building capacity among suppliers in relation to the contract being awarded.

- 7.2. In carrying out preliminary market engagement, a contracting authority must take steps to ensure that:
- a) suppliers participating in the preliminary market engagement are not put at an unfair advantage, and
 - b) competition in relation to the award of the public contract is not otherwise distorted.
- 7.3. The Procurement Team must be involved and where it is likely that the requirement is above threshold, the Procurement Team will need to publish a Preliminary Market Engagement Notice as set out in Contract Standing Order 14. The Procurement Team have templates available for officers to undertake a preliminary market engagement exercise and will facilitate this via the tendering portal for efficiency and audit purposes. Alternatively, preliminary market engagement could be undertaken via a framework with suppliers under the relevant scope/lot.

Section C – Define

Identify options and determine relevant procurement requirements that encourage broad participation and are open and accessible to all.

8. Specification

- 8.1. A Specification is a statement of requirements which must be produced by the Officers in the service as the expert within their field with support/advice from the Procurement Team. It provides a detailed description of the goods, services and/or works a supplier is expected to supply during the lifetime of the contract. It is also a record against which suppliers can be measured and is legally binding.
- 8.2. It should encourage fair and open competition within the marketplace and help suppliers make informed decisions on whether to bid.
- 8.3. The Specification is a core document for the procurement and subsequent contract. A supplier shouldn't need to make assumptions as a good specification must include all the right information to enable the supplier to cost up goods, services and/or works accurately so a Council can evaluate bids on a like for like basis. The specification mustn't mislead suppliers or give them false expectations.
- 8.4. Officers must ascertain the relevant British or equivalent International Industry standard that applies to the contract and these must be used to properly describe the required quality. Clarification can be sought from the Procurement Team where applicable.
- 8.5. For guidance on how to write a specification, Officers may use the standard template available and review guidance available such as the Procurement Essentials guidance created by Crown Commercial Services - [How to write a specification – Procurement Essentials - CCS](#).

9. Key Performance Indicators

- 9.1. A Key Performance Indicator (KPI) is a quantifiable measure against which a supplier's performance of a contract can be assessed during the life-cycle of the contract. This ensures the Council has a way to hold the supplier to account regarding performance and helps evidence good or poor performance.
- 9.2. The Procurement Team will assist the Officer with the production of the KPI's but it is the Officers responsibility to finalise and decide the KPI for inclusion in the specification and contract. The KPI's need to be measurable and relevant to the requirement and contract. It is also the Principal Contract Officer's responsibility during contract management to monitor performance against the KPI's agreed.
- 9.3. Where the value of the public contract is estimated more than £5 million, the Council must set at least three KPI's in respect of the Contract. The

obligation to set at least three KPIs does not apply if the contracting authority considers that the supplier's performance could not appropriately be assessed by reference to KPIs. This might include, for example, where the contract is for a one-off delivery of or off-the-shelf goods.

- 9.4. Where more than three (3) KPIs are set, the Council will be required to publish all KPIs. Please refer to Standing Order 19 for more information related to the management, monitoring and publication of KPI's once the contract has been awarded. Please see Standing Order 14 and 19.

10. Social Value

- 10.1. The Council must consider how its requirement, procurement and contract will support the delivery and achievement of wider benefits including but not limited to social, economic and environmental sustainability benefits.
- 10.2. As a minimum, between 5% and 10% of the evaluation criteria must be earmarked for social value purposes in the following Quotations and/or Tenders:
- a) Where the value of the proposed contract for goods and/or services is above the UK Public Procurement [threshold](#); or
 - b) Where the value of the proposed contract for the execution and undertaking of works exceeds £500,000 (Net).

11. Award Criteria

- 11.1. Award criteria means criteria set which Tenders or Quotations will be assessed for the purpose of awarding a public contract. In all tenders and quotes, the award criteria must be clearly defined and transparently communicated in the procurement documents to bidders. When setting award criteria, Officers must ensure that all award criteria relates to the subject-matter of the contract, is sufficiently clear, measurable and specific, do not break the rules on technical specifications and remain proportionate, having regard to the nature, complexity and cost of the contract.
- 11.2. The Procurement Team will assist the Officer with the production and finalisation of the award criteria but it is the Officers responsibility to finalise and decide the award criteria noting advice from the Procurement Team. Please also note, it is not the Procurement Team responsibility to evaluate the award criteria, that is a responsibility for the Officers.
- 11.3. Examples of award criteria themes including but are not limited to:
- a) Level of service;
 - b) Quality of goods;
 - c) Cost effectiveness;

- d) Delivery requirements;
- e) Environmental considerations;
- f) Functional characteristics, such as security, safety and control features;
- g) After sales service;
- h) Experience/Case Study;
- i) Communication and expectation management;
- j) Health and Safety;
- k) Technical assistance;
- l) Social value (please note Contract Standing Order 10).

12. Contract Documents, Signing and Sealing

12.1. High level detail for all contracts valued at £C (£125k) or above (or £B £25k if open advert at the point of award), must be published on the Council's [Transparency Pages](#) and Contracts Finder in accordance with The Local Government Transparency Code 2015.

12.2. All contracts shall clearly specify:-

- a) The work to be done or the goods, materials or services to be supplied;
- b) That all goods supplies and services used or supplied are to comply with any relevant standards specification or code of practice in force at the date of the tender (British or International equivalent);
- c) The price to be paid with a statement of any discounts or deductions (amount and timing);
- d) Any insurance requirements;
- e) Any health and safety requirements;
- f) Safeguarding vulnerable people requirements (if appropriate);
- g) The terms of the Bribery Act 2010 or any other legislation that deals with Bribery and Corruption in force at the time the contract is let (see Contract Standing Order 22);
- h) Compliance with the Equality Act 2010;
- i) The time within which the contract is to be performed;
- j) The provisions for the Council to terminate the contract; and
- k) A mechanism for agreeing price escalation and or cost reduction requirements;
- l) That both parties will comply with Data Protection provisions and regulations including clarifying the data controller and processor responsibilities;
- m) That the supplier may not assign or sub-contract without prior written approval;
- n) Any insurance requirements;
- o) Health and Safety requirements;
- p) Sustainability requirements;
- q) Confidentiality;
- r) A right of access to relevant documentation and records of the contractor for monitoring and audit purposes, if relevant;
- s) Key Performance Indicators; and

- t) That the Freedom of Information Act 2000, Environmental Information Regulations 2004 and The Local Government Transparency Code 2015 may require the Council to release information provided by the suppliers.
- 12.3. The formal advice of the Procurement Team must be sought for the following contracts:-
- a) Where the total value exceeds £B (£25k);
 - b) Those involving leasing arrangements;
 - c) Where it is proposed to use a supplier's own terms (which should be the exception for exceptional reasons rather than the rule); and
 - d) Those which are complex or high risk in any other way.
- 12.4. All contracts over £C (£125k) must be concluded formally in writing and signed by an authorised signatory and formally sealed by the Legal Services Team before the supply, service or construction work begins, except in exceptional circumstances, and then only with the written authority is provided by the Chief Financial Officer or the Monitoring Officer. An award letter is insufficient.
- 12.5. All contracts should be given a unique number allocated by the Procurement Team who should also be supplied with a copy of the contract.
- 12.6. The Principal Contract Officer from the service area must ensure all appropriate approvals and authority is in place prior to the award and signing of the Contract.
- 12.7. A contract must be sealed by the Council if:-
- a) The Council may wish to enforce the contract more than six (6) years after its end;
 - b) The price paid or received under the contract is a nominal price and does not reflect the value of the goods or services;
 - c) There is any doubt about the authority of the person signing for the other contracting party; or
 - d) The total value of the contract exceeds £C (£125k).

13. Liquidated Damages, Bonds And Parent Company Guarantees

- 13.1. A risk assessment and financial check of every contract for the purposes of determining the level of security needed, if any, must be made by the appropriate Chief Officer or Service Manager in consultation with the Procurement Team. Typically, this would be discussed at the pre-procurement planning stage when considering the criteria for the procurement as is considered in the Procurement Checklist.
- 13.2. For every contract where it is considered that the Council would suffer loss if the contract works, supplies or services are not provided in the

time specified, the contract shall provide for the payment of liquidated damages by the contractor to reflect the anticipated loss to the Council.

13.3. Employees must consult with the Chief Financial Officer to establish whether a parent company guarantee is necessary when a supplier is a subsidiary company and:-

- a) The award is based on an evaluation of the parent company; or
- b) There is some concern about the financial stability of the supplier.

13.4. Employees must consult with the Chief Financial Officer to establish whether a bond is needed where:-

- a) It is proposed to make stage payments during the life of the contract and there is some concern about the financial stability of the supplier; or
- b) There will be a cost to maintain service delivery if the supplier goes into liquidation; or
- c) Where a parent company guarantee cannot be provided (i.e. due to the company not having a parent company).

Section D – Procure

Prepare procurement documentation and publish, select suitable suppliers, evaluate bids, award and mobilise the contract.

14. Procurement Process, Advertising Requirements and Procurement Notices

- 14.1. Further to 1.4 above, the penalties for non-compliance with procurement regulations are severe and failure to comply could expose the Council to legal action by suppliers, resulting in setting aside the contract, fines, re-tendering costs and compensation.
- 14.2. The Procurement Team must be notified and involved in all procurements above £B (£25k) as a minimum to ensure the process undertaken is compliant. This also ensures all awarded procurements are recorded on the Central Procurement Database.
- 14.3. The only exception to 14.2 is where a procurement is due to be awarded via a Framework Agreement or falls in scope of the Vertical or Horizontal arrangement regardless of the value (if below £b (£25k)). The Procurement Team must always be consulted and involved in the process to ensure a compliant award.

14.4. Quotations and Tenders

- 14.4.1. For the purposes of Quotations and Tenders (excluding Framework Agreement call-offs, Vertical and/or Horizontal Arrangements), please find below the matrix outlining the process to be followed.

Estimated Value of the Whole Contract*	Minimum Number of Suppliers to be Invited	Minimum Advertising Requirements	Procurement Method	Process Records Required	Form of Contract Required
Less than £A (£7.5k)	No minimum numbers, but must demonstrate value for money	Not Mandatory - Supplier selection based on Officer knowledge	Written Quote	Written record documenting the process (Including Written Quote submitted – if applicable)	Purchase Order (PO) and Invoice. Contract may be required depending on the risk and nature of the award.

Appendix 1

£A to £B (£7.5k to £25k)	3 written Quotations	Not Mandatory - Supplier selection based on Officer Knowledge	Written Quotation (E-Mail or Purchasing system are also acceptable)	Quotations obtained and record documenting the process and reasoning as to the selection of the successful supplier	Purchase Order (PO) and Invoice. Formally signed contract may be required depending on the risk and nature of the award.
£B to £C or D if Works (£25k to £125k or £3.5M if Works)	Must be via the Procurement Team If open, sealed Tenders and no minimum amount need to be invited as it's an openly advertised opportunity. If however it is deemed to be closed, a minimum of five (5) must be invited to obtain at least three (3) Quotations.	Advertisement on the authorised eTendering Portal and Find a Tender (if open advert). Option to undertake closed Quotation process but must be justified and approved by Chief Financial Officer (or the Procurement Team). At least five (5) suppliers invited.	Invitation to Quote if closed (Consult the Procurement Team) or Invitation to Tender if open (Consult the Procurement Team)	Procurement Documents, Clarification Register, Submission Documents, Contract	Signed contract/agreement, PO and Invoice (Record on Central Contracts Database)
More than £C (£125k) to threshold or more than D (£3.5M) if Works	Must be via the Procurement Team Open sealed Tender.	Advertisement on the authorised eTendering Portal and Find a Tender. No option for it to be closed.	Invitation to Tender - Sealed Tenders (Consult the Procurement Team) No option for it to be closed.	Procurement Documents, Clarification Register, Submission Documents, Contract	Formal Sealed Contract (Record on Central Contract Database)
Above threshold	Must be via the Procurement Team Open sealed Tender.	Advertising on Find a Tender and Contracts Finder. No option for it to be closed.	Follow Regulations (Consult the Procurement Team). No option for it to be closed.	Complete Log of entire procedure	Formal Sealed Contract (Record on Central Contract Database)

* Including extension options and shall be deemed to exclude any Value Added Tax applicable to the contract/framework agreement.

14.4.2. Invitation to Quotes may be undertaken on a closed basis (£B to £C or D if Works (£25k to £125k or £3.5M if Works)). This is where the contracting authority invites quotes from a closed group of pre-selected suppliers via the e-tendering portal provided it does not advertise the

procurement in any other way (for example in a newspaper or on a local website or openly on the portal). The reasoning for the selection of suppliers must be justified (for instance all SME's, they are local in the Borough or County) and at least five (5) suppliers must be invited. The same five (5) suppliers cannot keep being reinvited to similar invitations to quote due to risk of service delivery in the event of supplier failure but to also ensure suitable competition. If the intention is to undertake a closed invitation to quote process, approval must always be given by the Chief Financial Officer and in their absence the Procurement Team. Where a closed invitation to quote procedure is not being undertaken (and this excludes a framework agreement award, vertical and horizontal awards), the process will be deemed a below threshold tender and must therefore comply where relevant to the Procurement Act.

- 14.4.3. Timescales for above threshold and below threshold Tenders are outlined in the Procurement Act. For the purposes of Invitation to Quote processes, this must be out to the market for at least 30 days unless justified and approved by the Chief Financial Officer and in their absence the Procurement Team.
- 14.4.4. For Tenders which exceed £C (£125k) or £D (£3.5M) if Works, consideration should be given to re-tendering where two or fewer tenders are received, and where prices are high and VFM cannot be demonstrated. But this needs to be balanced with other factors such as programme, priority, risk and whether the opportunity was limited or restricted in some form.
- 14.4.5. Standstill Period is compulsory on all procurements above £C (£125k) including Works above £C (£125k) unless waived following approval with the Chief Financial Officer. A Standstill period must always apply to an above threshold Tender as per the Regulations. It is optional for a competition via a Framework Agreement and would be deemed best practice if time permits, unless the Framework Agreement mandates a Standstill Period. Where a Standstill Period is not mandatory as per the Regulations, it will be called a Voluntary Standstill Period.
- 14.4.6. Concession contracts have the same [threshold](#) as 'works' contracts. In simple terms, a contract is a 'concession' when the economic operator is compensated by the ability to exploit the requirement on behalf of the authority (i.e. Leisure Centre Operator). However, concession contracts vary from standard service and works contracts in that, the operator must take the risk that no income is generated and a loss could be incurred. A full definition of what is meant by a 'concession contract' can be found in the [Glossary of Terms](#). If you believe your requirement could be a concession contract, please contact the Procurement Team for advice.

14.5. Framework Agreements ([CHAPTER 4 Award under frameworks](#))

- 14.5.1. A Framework Agreement means an agreement between a contracting authority and one or more suppliers that provides for the future award of contracts by a contracting authority to the supplier or suppliers. A contract can be awarded via a Framework Agreement but it must be done so in accordance with the Framework Agreement terms and conditions. All purchases made via a Local Authority consortium or public sector Framework Agreement, such as CSW, ESPO, CCS, PFH or PAGABO, are deemed to comply with these Contract Standing Orders and an exemption is not required.
- 14.5.2. Framework Agreements, due to their nature, may be comprised of several suppliers, and a robust selection process should be undertaken to ensure value for money is achieved. The Council must comply with the Framework Agreement call-off process to ensure compliance with the Regulations to result in a compliant award. Call-off Contracts may be awarded with or without competition between suppliers on the framework. Advice must always be sought from the Procurement Team who will facilitate and manage the process for Officers.
- 14.5.3. Access to Framework Agreements will be defined by the Framework Agreement owner.
- 14.5.4. The Procurement Team must vet the Framework Agreement to ensure it is a compliant Framework Agreement to use. Even though the Council may not be the Framework Agreement owner, any procurement process via a Framework Agreement to award a Call-off Contract will be the sole liability of the Council. Therefore, should the Framework Agreement be deemed non-compliant and/or the call-off process was non-compliant, the contract awarded will still be liable for the consequences set out in 1.4. This is why due diligence of the framework agreement is still required.
- 14.5.5. Where the Council may use a new Framework Agreement that requires the completion of an Access Agreement, approval must be granted by the Chief Financial Officer, Monitoring Officer, Team Leader Accounts Payable & Procurement.

14.6. Collaborative Procurements

- 14.6.1. Typically, most procurements and contracts awarded will be in the form of a Tender or Quotation process as outlined above. However, there are alternative routes to market such as accessing a public sector compliant Framework Agreement or a collaborative Tender/Quote process led by another public sector body in order to secure better value for money. The Procurement Team must be consulted where a purchase is to be made using collaborative purchasing arrangements with another public sector body (including central government), statutory undertaker or public service purchasing consortium. Where the Council is acting as the lead authority in a consortium for the procurement of goods, works or services, these Contract Standing Orders will be applicable. Where the Council is a participating

buyer/customer to a wider collaborative procurement (such as a regional procurement exercise led by another borough/district or county council or, part of a national aggregated procurement exercise), the lead authority will comply with the regulations and their Contract Standing Orders (or equivalent). However, Officers are informed that this relates only to the competitive part of the procurement process. The Principal Contract Officer at the Council will still be required to comply with internal process, governance, sign off and approval.

14.7. **Vertical Arrangements**

14.7.1. For the purposes of the Regulations, the Vertical Arrangement exemption applies only to contracting authorities that are public authorities and it does not apply to public undertakings or private utilities. The exemption is available where a contracting authority (or two or more contracting authorities acting together) contracts with 'controlled person' over which the contracting authority owner has the form of control set out in the Act. One example of a controlled person is a local authority trading company that the contracting authority owner has set up, either on its own or with other contracting authorities, to provide services.

14.7.2. Schedule 2 Exempted Contracts, paragraph 2(2) of sets out the criteria that determine whether the person is 'controlled', all of which must be met in order for the exemption to apply. These are:

- a) The Council is a parent undertaking, as defined in paragraph 2(4) (which refers to the definition in Section 1162 Companies Act 2006);
- b) No other person exercises (directly or indirectly) a decisive influence over the activities of the controlled person; and
- c) The controlled person carries out more than 80% of its activities for, or on behalf of, the contracting authority owner (the Council), or for or on behalf of other persons controlled by the contracting authority owner; and
- d) Where there is joint control by more than one contracting authority owner, each contracting authority owner is represented on the controlled person's board or equivalent decision-making body, and the controlled person does not carry out activities which are contrary to the interests of one or more of the contracting authority owners.

14.7.3. This exemption (not to be confused with Standing Order 24 of the CPR's) applies to contracts awarded by the contracting authority owner (the Council) to the controlled person and to contracts awarded by the controlled person to its contracting authority owner. There still remains a requirement to publish notices, obtain and demonstrate value for money and undertake contract management duties. The exemption removes the need to undertake a competitive procurement process only. Therefore pre-procurement stages and contract management stages still apply.

14.8. **Horizontal Arrangements**

14.8.1. For the purposes of the regulations, the Horizontal Arrangement exemption applies only to contracts between contracting authorities and only where both of the co-operating contracting authorities are public authorities - it does not apply to public undertakings or private utilities.

14.8.2. A Horizontal Arrangement exists between co-operating contracting authorities when:

- a) the arrangement is intended to achieve common goals in connection with the exercise of their public functions; and
- b) the arrangement is solely in the public interest; and
- c) no more than 20% of the activities envisaged by the arrangement are intended to be carried out for reasons other than for the purposes of their public functions.

14.9. **Advertising Requirements including Procurement Notices**

14.9.1. For the purposes of Above Threshold and all Invitation to Quotes or Tenders undertaken on an open basis, please find below the advertising and notice requirements throughout the lifetime of the procurement cycle.

a) Preparation Stage

- i. Pipeline Notice (Mandatory if applicable): if a contracting authority considers they will pay >£100 million for contracts for goods and services in the upcoming financial year, then the publication of a pipeline notice 56 days prior to commencement of the financial year (being the 1st of April) setting out information about public contracts with an estimated value of over £2million each is mandatory.
- ii. Planned Procurement Notice (Optional): this is an optional notice intending to show that a public body intends to publish a tender notice in the future.
- iii. Preliminary Market Engagement Notice (Mandatory if applicable): contracting authorities are not obliged to perform Prior Market Engagement but where they do, they will be required to publish a Prior Market Engagement Notice or provide reasons for conducting Prior Market Engagement in the tender notice. This is a change from the current Public Contracts Regulations 2015 which does not require (but allows) the publication of such notice.

b) Procurement stage

- i. Tender Notice (Mandatory if applicable): where a contracting authority is planning to award a public contract via a competitive procedure, then tender notice will be mandatory and commences the procedure. This is the equivalent to the current contract notice.

- iv. Transparency Notice (Mandatory if applicable): this is mandatory if there is a direct award made by a public body and replaces the current voluntary transparency notice.
- v. Below Threshold Tender Notice (Mandatory if applicable): this is mandatory where the contracting authority intend to advertise for the purpose of inviting tenders for a below threshold procurement (being a contract with estimated value of not less than £12,000 (inc. VAT) for central government authorities and not less than £30,000 (inc. VAT) for all other contracting authorities) and must be published prior to advertising a notifiable below threshold contract.
- vi. Procurement Termination Notice (Mandatory if applicable): these do not extend to private utilities or contracts awarded under section 41 as specified in paragraph 15 of Schedule 5, however, they are mandatory for public contracts where after publishing a tender or transparency notice the contracting authority decides not to award the contract.

c) **Contract award**

- i. Contract Award Notice (Mandatory if applicable): this is published at conclusion of procurement and before entering into the contract and sets out the intention to enter into a public contract – this is mandatory. It should be noted that contracting authorities will be required to give an assessment summary (the equivalent to the current standstill letters, albeit with different requirements) to each supplier that submitted a tender before publishing the contract award notice.
- ii. Contract Details Notice (Mandatory if applicable): this shows that a contract has been entered into and is mandatory. In addition
 - a. Publication of contract (Mandatory if applicable): contracting authorities who enter into a public contract with a value of more than £5m will have to publish a copy of the contract within 90 days of entering into the contract (or 180 days if the contract is light touch). However, Welsh contracting authorities are required to publish contracts only if the contract was awarded as part of a procurement under a reserved procurement arrangement (i.e a framework or Dynamic Market awarded by an English / non-devolved contracting authority) and the value of the call off is over £5m.
- iii. Procurement Termination Notice (Mandatory if applicable): this is a new requirement where a contracting authority is now required to publish a notice where it decides to abandon a procurement. Such a notice must be published as soon as reasonably practicable after making the decision.
- iv. Below-Threshold Contract Details Notice (Mandatory if applicable): where a contracting authority enters into a notifiable below-threshold contract (being a contract with estimated value of not less than £12,000 (inc. VAT) for central government authorities and not less than £30,000 (inc. VAT) for all other contracting authorities) then the contracting authority must publish a contract details notice as soon as reasonably practicable after entering into the contract.

d) Contract performance management

- i. Contract Change Notice (Mandatory if applicable): mandatory where an above-threshold modification is made to the contract. This is a wider requirement compared to the Public Contracts Regulations 2015 which only require contract modification notices in limited circumstances. No contract change notice is required to be published where the modification do not increase or decrease the value of the contract (a) in the case of supply of goods and services contracts, by 10% or less or (b) in the case of works contracts, 15% or less.
- ii. Contract Termination Notice (Mandatory if applicable): this is mandatory and must be published within 30 days of contract termination date, (whether termination is due to expiry or otherwise). This is a new requirement.
- iii. Payments Compliance Notes (Mandatory if applicable): this is mandatory and must show the contracting authorities compliance with 30-day payment terms. Such notices must be published within 30 days of the last reporting period (being each 6 month period on either the 31 March or 30 September)
- iv. Contract Performance Notice (Mandatory if applicable): with the exception of private utilities, (where no contract performance notice will be required), where a contracting authority has included KPIs in the contract and the contract has a value of over £5million then the contracting authority must at least once every year assess the suppliers performance against those KPIs and publish information about the suppliers performance. In addition, contracting authorities will be required to share information about breaches of contract or poor performance (including those which result in termination, payment of damages or a settlement agreement) by the supplier within 30 days of the breach or poor performance.

e) Relevant at more than one part of the procurement process

- i. Dynamic Market Notices (Mandatory if applicable): this notice is mandatory where a dynamic market will be publicised, established, awarded or where it will be terminated. A Dynamic Market Notice will get updated as it passes each stage. No Dynamic Market Notice is required to be provided for a termination if the dynamic market is established by a private utility.

15. Receipt And Opening Of Tenders/Quotations

- 15.1. All sealed Quote and Tenders must be via a procurement portal. Where utilising the Council e-tendering portal (rather than a framework provider portal or lead authority (such as another public sector body)), at least two officers from the Procurement Team must receipt and undertake the opening ceremony. Any faxed, post and/or email submissions must be rejected.
- 15.2. A summary of the tender or quote opening information as detailed below shall be produced and retained with the contract documents:

- a) Title of the Contract
- b) Names of all tenderers
- c) The amount of each tender
- d) Date and time of opening
- e) Name of those present at opening
- f) Verification that all documents are present

15.3. The Procurement Team will download the tender or quote responses and make them available to relevant Officers as required for record/audit/evaluation. This will result in an initial anonymised tender opening record and pricing documents will not be shared until the pass/fail and quality assessment has been undertaken to mitigate any potential bias during the evaluation process.

16. Evaluation, Award and Debriefing Suppliers

16.1. With the exception of debriefing required or permitted by these Standing Orders, the confidentiality of quotations, tenders and the identity of suppliers must be preserved at all times and the information about a bid response must not be given to any other supplier or external party unless for a justifiable reason (insurance advisors, externally appointed project manager/consultant). Freedom of Information Act 2000 [Sections 43](#) and [44](#) refer to exemptions for confidential and commercially sensitive information.

16.2. The Procurement Team must ensure all contracts awarded above £25k (or below if involved or appointed via a Framework Agreement Call-off) have a contract record created in the Central Contract Database and where applicable, a Contract Notice published.

16.3. Evaluation

16.3.1. Bids must be evaluated and awarded in accordance with the evaluation and award criteria defined in the procurement documents by a minimum of two officers who have the technical ability to evaluate the submission. The Procurement Team are able to advise on the process but shall not undertake the award criteria (quality) assessment unless there is a justifiable reason approved by the Chief Financial Officer, Monitoring Officer, Team Leader Accounts Payable & Procurement. The Procurement Team will however review the pass/fail criteria, conditions of participation and pricing documentation. During this process, officers shall ensure that submitted tender prices are compared with any pre-tender estimates and that any discrepancies are examined and resolved satisfactorily. If any particularly low bids are received or if there are large discrepancies between the bids received, it is advised to undertake an abnormally low price clarification process. Where a bid is considered to be abnormally low the Procurement Team will follow the process outlined in the regulations.

16.4. Award

- 16.5. Where required by the regulations, before entering into a public contract (awarding), the Council must publish a contract award notice setting out that the Council intends to enter into a contract and observe a Standstill Period. But before publishing a contract award notice, the Council must provide an assessment summary to each supplier that submitted an assessed tender which contains information about the Council's assessment of the tender, and if different, the most advantageous tender submitted in respect of the contract.
- 16.6. The Contract must be signed by an authorised officer of the Council's Legal Team as per the approved signatory and delegations list, and a copy of the contract must be forwarded to the Procurement Team to update the Central Contract Database. The Legal Team will require the relevant approval and authority in accordance with the Council Constitution in order to sign the Contract for the provision of goods, services and works.
- 16.7. Standstill Period**
- 16.7.1. The Council must not enter into a public contract before the end of the mandatory standstill period, or if later, the end of another standstill period provided for in the contract award notice.
- 16.7.2. The Council will need to observe the mandatory Standstill Period which is the period of eight working days beginning with the day on which a contract award notice is published in respect of the contract.
- 16.7.3. Where there is no requirement to observe a mandatory Standstill Period, the Council will (unless approved by the Chief Financial Officer, Monitoring Officer, Team Leader Accounts Payable & Procurement) hold a Voluntary Standstill Period. Like the mandatory Standstill Period, the voluntary Standstill Period must be at least eight working days. A voluntary Standstill Period is not required for tenders or quotes below £125k.
- 16.7.4. If the award decision is challenged by an unsuccessful tenderer then the contract will not be awarded, the standstill is likely to be extended subject to the reason for the challenge, and advice must be obtained from the Monitoring Officer, Team Leader Accounts Payable & Procurement and if required, the Procurement Team via the Procurement Shared Service.
- 16.7.5. If a supplier requests in writing the reasons for a decision, they must be given the reasons in writing prior to completion of the standstill period or within five (5) working days from receipt of the request if no standstill is being followed. If requested, tenderers who were deselected in any pre-selection stage be given the outcome of the procurement for transparency purposes.

17. Post Tender Negotiation

- 17.1. Seeking clarification of an invitation to tender is permitted but must be undertaken via the electronic tender portal. However, if it is in fact deemed negotiation rather than clarification, it must be undertaken in a controlled environment with a clear agenda and minutes of meetings/discussions with at least one member of the Procurement Team in attendance.
- 17.2. Discussions with bidders after submission of a tender and before the award of a contract with a view to obtaining an adjustment to price, delivery or content must be the exception rather than the rule. It must not be conducted in procurements above the [threshold](#) where it might distort competition unless permitted by the regulations. The only exception to this is if the Competitive Flexible Procedure has been used which includes one or more stages of negotiation.
- 17.3. If post tender negotiations are necessary after a single stage tender or after the second stage of a two stage tender (for instance where prices are significantly higher than the available budget or where no suitable or bids are acceptable without modification), then such negotiations shall only be undertaken as part of the closure of the procurement stage and re-opening of a new stage to ensure all bidders are treated fairly and equally to reduce challenge. A record of the minutes of negotiation meetings shall be kept on file and the changes communicated transparently.
- 17.4. The Chief Financial Officer and Chief Officer – Legal and Governance must be formally consulted wherever it is proposed to enter into post tender negotiation. Negotiations must be conducted by a team of at least two employees, one of whom must be from the Legal Services Team or Procurement Team.

18. Records

- 18.1. The Council and officers must retain documentation and communication as required by the regulations. This includes:
 - a) all and any records as the Council considers sufficient to explain a material decision made for the purpose of awarding or entering into a public contract;
 - b) records of any communication between the Council and a supplier that is made in relation to the award or entry into of a public contract, and before the contract is entered into.
- 18.2. All procurements awarded need to be added to the Central Procurement Database.
- 18.3. In the event of a legal challenge all communications including e mails, may be requested by a Court as evidence. Therefore, it is essential that

all documentation is stored securely and all communications/notes are undertaken in a professional manner.

- 18.4. All records must be kept for at least three (3) years after the final settlement of the contract, twelve (12) years if the contract is under seal. However, tender documents, which relate to unsuccessful contractors, need only to be kept for a period of 12 months from award of the contract, provided there is no dispute about the award. In some cases it may be desirable to retain documents for a longer period by scanning or using some other suitable method. Where the cost of the contract is to be met in part or in whole, by sources of external funding, the written records shall be retained in accordance with any additional directions of the external funder but these provisions must be as a minimum be followed.

Section E – Manage

Establish a contract management plan to monitor performance and ensure successful delivery of contractual obligations, exit and contract closure.

19. Contract Management

19.1. Responsibility of the Principal Contract Officer

19.1.1. A Principal Contract Officer must be nominated for all contracts over £B (£25k). The nominated person will be responsible for the planning, coordination, monitoring and controlling of the contract, and ensuring completion on time, within cost and to the required quality standards. This cannot be a member of the Procurement Team unless the contract is for the Procurement Team (such as the company credit rating solution or e-tendering portal).

19.1.2. The Principal Contract Officer should:-

- a) Maintain a risk register during the contract period;
- b) Undertake appropriate risk assessments;
- c) For each risk identified, ensure that contingency measures are in place;
- d) Confirm the financial stability and insurance cover of the contractor at least annually; and
- e) Be proactive to ensure the contract is reviewed at least annually (if longer than twelve (12) months) to effectively and efficiently plan for any extension period (if permitted by the contract) and/or begin planning for any new procurement if the contract is an ongoing requirement rather than a one off purchase.

19.1.3. During the life of the contract the following issues must be monitored:-

- a) Performance;
- b) Compliance with specification and contract;
- c) Budget, cost, variations, quality and value for money;
- d) User satisfaction and risk management; and
- e) Customer complaints.

19.1.4. Principal Contract Officers are advised to hold regular contract meetings with their contracted suppliers at least once a quarter and to hold documentation as evidence of meetings (minutes) as appropriate. These meetings should be used to discuss updates, performance, invoicing, provisionally discuss changes (personnel or contract variations) before formally agreeing and end of contract arrangements (TUPE, providing back to the Council any documentation, keys, equipment etc). These meetings will ensure consistent communication between the parties.

19.2. Contract Variations

19.2.1. Following the award of any contract, changes may need to be made for certain reasons such as changes in procedure, legislation, pricing, the terms of the contract and/or specification. A contract may be modified in accordance with this procedure rule and the procurement regulations, but certain criteria must be met to modify a contract. If the proposed variation is not compliant with the criteria, the variation is not permissible.

19.2.2. It is the Principal Contract Officer's responsibility to manage the contract and ensure any variation to a contract is checked prior to agreeing with the supplier, ensuring liaison with the Procurement and Legal Services Team. Any change to a contract must be documented appropriately via a contract variation schedule and signed off by the parties.

19.2.3. A contract can be modified based on the below criteria:

- a) Non-substantial
- b) Below threshold
- c) Provided for in the contract
- d) Urgency and the protection of life
- e) Genuine unforeseeable circumstances
- f) Materialisation of a known risk
- g) Additional goods, services or works
- h) Transfer on corporate restructuring

a)	Non-substantial	<p>Modification is permitted on this ground if it is not a 'substantial modification as defined in section 74(3), i.e. if it does not:</p> <ul style="list-style-type: none"> • increase or decrease the term of the contract by more than 10% of the maximum term provided for on award; or • materially change the scope of the contract; or • materially change the economic balance of the contract in favour of the supplier.
b)	Below threshold	<p>Modification is permitted on this ground if it:</p> <ul style="list-style-type: none"> • does not increase or decrease the estimated value of a goods or services contract by more than 10%, or a works contract by more than 15%; and • does not materially change the scope of the contract. • cannot be made on the grounds at Schedule 8 or is not a substantial modification (as set out in section 74(3))
c)	Provided for in the contract	<p>Modification is permitted on this ground if the possibility of the modification is unambiguously provided in:</p> <ul style="list-style-type: none"> • the contract as awarded; and

		<ul style="list-style-type: none"> the tender or transparency notice for the award of that contract; and the modification would not change the overall nature of the contract.
d)	Urgency and the protection of life	<p>Modification is permitted on this ground if its purpose:</p> <ul style="list-style-type: none"> could, alternatively, be achieved by directly awarding a contract under section 41 (Direct award in special cases); and such direct award could be made by reference to either extreme and unavoidable urgency (under Schedule 5, paragraph 13) or regulations made under section 42 (Direct award to protect life, etc).
e)	Genuine unforeseeable circumstances	<p>Modification is permitted on this ground if:</p> <ul style="list-style-type: none"> the circumstances giving rise to the modification could not reasonably have been foreseen by the contracting authority before the award of the contract; and it does not change the overall nature of the contract; and it does not increase the estimated value of the contract by more than 50%. This 50% threshold does not apply if the contract is a utilities contract
f)	Materialisation of a known risk	<p>Modification is permitted on this ground if:</p> <ul style="list-style-type: none"> a 'known risk' (as defined in Schedule 8, paragraph 6) has materialised which was not caused by any act or omission of the contracting authority or supplier, and as a result the contract cannot be delivered to the contracting authority's satisfaction; and it is in the public interest in the circumstances to amend the contract rather than award a new contract; and it does not increase the estimated value of the contract by more than 50% (unless it is an utilities contract, in which case the 50% cap does not apply); and it was set out in the tender notice or transparency notice for award of the contract that the contract may require amendment due to the identified risk; and goes no further than necessary to address the known risk. <p>When considering the public interest in relation to this type of modification, the contracting authority:</p> <ul style="list-style-type: none"> must consider whether a new contract (rather than a modification) could provide more value for money; and may consider technical and operational matters.
g)	Additional goods, services or works	<p>Modification is permitted on this ground if:</p>

		<ul style="list-style-type: none"> • it is for goods, service or works that are additional to (which would include a repetition of) goods, services or works already provided for in the contract; and • using a different supplier would result in the supply of goods, services or works that are different from, or incompatible with, those already provided for in the contract; and • the contracting authority considers that the difference or incompatibility would result in: <ul style="list-style-type: none"> ○ disproportionate technical differences in operation or maintenance or other significant inconvenience; and ○ substantial duplication of costs for the authority; and • the modification would not increase the estimated value of the contract by more than 50%. This limit of 50% does not apply if the contract being modified is an utilities contract.
h)	Transfer on corporate restructuring	<p>The novation or assignment of a public contract to another supplier (which would include another contracting authority) is a permitted modification if it is required following a corporate restructuring or similar circumstance.</p> <p>Section 74(9) prohibits a contracting authority from modifying a contract to change a supplier except where this ground applies.</p> <p>The new supplier must not be an excluded supplier.</p>

19.2.4. Where the total cost of any contract is expected to exceed the contract sum and/or budget, this will be escalated in accordance with the virement limits procedure within the Financial Standing Orders, in consultation with the Chief Officer for Finance and Performance. The limits are:

- a) £20,000 relevant Chief Officer
- b) £75,000 Cabinet following consulting with the Chief Officer for Finance and Performance;
- c) In excess of £75,000 will require Full Council following consulting with the Chief Officer for Finance and Performance.

19.3. Supplier Performance Monitoring

19.3.1. Further to Standing Order 9, the Principal Contract Officer must monitor and measure the suppliers performance against the agreed KPI's.

19.3.2. If the Contract is in scope of the Procurement Regulations and has an estimated value of more than £5 million, the Council will be required to set at least three KPIs in respect of the contract and the three (3) KPI's (unless more than three (3) are set), must be published at least once

every twelve (12) months. The intention is to update In-Tend to amend the contract record form so Procurement Team can identify if there are any KPI's in excess of £5m and if so, record when the data will need to be published. As part of quarterly transparency reports, the procurement team will see which contracts (if any) require KPI's to be published and via that report, a request will be issued to the service area to obtain the information to be published by the Procurement Team in accordance with the Procurement Regulations for contracts that exceed £5 million. As per Standing Order 9, The obligation to set and publish at least three KPIs does not apply in relation to certain types of public contracts:

- a) a framework (although it does apply to call off contracts under frameworks where these are over £5m);
- b) an utilities contract awarded by a private utility;
- c) a concession contract; or
- d) a light touch contract.

20. Extensions of Existing Contracts

20.1. Subject to compliance with the regulations, contract extensions can be awarded when:

- a) Value for money can be demonstrated for the Council;
- b) The option to extend was written into the original contract;
- c) The extension period is less than the original contract term; and
- d) For Contracts subject to Regulations, the Notice and Award Notice included the option to extend.

20.2. Short term extensions may be permitted if compliant with the criteria included in Standing Order 17 (Contract Variations). This must however be the exception rather than the rule. Principal Contract Officers need to be proactive and plan their reviews accordingly to ensure contracts that need to be re-procured are doing so in sufficient time to mitigate risk of a gap in provision.

20.3. The extension must be approved in advance by the Principal; Contract Officer in consultation with the Chief Officer responsible for the service area. The Chief Officer should also liaise with the Chief Financial Officer and then update the Procurement Team to facilitate the extension. Before approval is given it must be satisfied that:-

- a) The total contract value including the extension is less than the [threshold](#) or it will be subject to Regulations unless the extension was permitted in the tender or quote and contract;
- b) The Council is satisfied the supplier is performing against the contract and delivering the expected outcomes to be achieved when the contract was awarded;
- c) That the likely benefit of new competition for a new contract would be outweighed by the administrative cost and/or delay involved; and

- d) That the interests of the Council will not be compromised by the negotiation.

Section E – General

Standing Orders outlined below are not specific to a stage of the Procurement Pathway (Plan, Define, Procure and/or Manage) so have been included in Section E – General as they apply throughout the entire procurement and contract lifecycle.

21. Conflict of Interest

- 21.1. Officers and Elected Members must comply with the Code of Conduct and wider legislation surrounding the declaration of any conflict of interest that may be directly or indirectly be linked with a procurement process. Under the Procurement Act, the Council will be required to demonstrate throughout the lifecycle the ongoing assessment and review of potential conflict of interests and where identified, mitigate risk. A conflict of interest arises in a procurement context where there is a conflict between the interests of a person acting in relation to a procurement and those of the procurement itself (this includes any decision maker, whether a senior Officer or Elected Member such as a member of Cabinet or the relevant Portfolio Holder). Therefore, Officers participating in the procurement process will be asked to declare throughout the procurement process any conflict of interest that may impact the procurement process.
- 21.2. Conflicts of interest need to be managed effectively to ensure that the public can trust contracting authorities to carry out public procurement responsibly and impartially. It also helps to encourage suppliers to participate in procurements, providing confidence that they will be treated fairly and that there will be genuine competition.
- 21.3. The Procurement Officer will be required to create and maintain a conflicts assessment for each procurement process and to publicly confirm that this has been done and that it has been reviewed and revised as necessary.
- 21.4. Mitigations will include but not be limited to reassigning staff and/or decision makers, require a suppliers bid team to change and/or in exceptional circumstances where there is no way to remove any conflict of interest, exclude the supplier from the procurement process. Advice must always be sought from the Chief Financial Officer, Monitoring Officer and/or the Accounts Payable and Procurement Team Leader. If required, the Procurement Team via the Procurement Shared Service may also be contacted to provide support regarding mitigations for the purposes of any conflict of interest identified during a procurement process.

- 21.5. Further information is contained in Chapter 6 (General provision about award and procedures), Part 5 of the Procurement Act ([Conflicts of Interest](#)).
- 21.6. Officers and Elected Members are reminded that the identification of a conflict of interest in connection the procurement process does not negate the requirement to declare the conflict as a Declaration of Interest as specified in the Constitution. If it comes to the attention of a member or employee of the Council that a contract, in which he or she has a financial or non-financial interest, has been or is proposed to be entered into by the Council, he or she must record it in the Interests Register maintained by the Monitoring Officer for the purposes of Members and for the purposes of Officers, maintained by the Human Resources Team. Where necessary the Monitoring Officer and/or Human Resources Team will report such declarations to the relevant Officers and Members. Such written notice is required irrespective of whether the interest is direct or indirect. An indirect interest is distinct from a direct interest in as much as it is not a contract to which the member or employee is directly a party.
- 21.7. The Monitoring Officer shall ensure that the attention of all members is drawn to the adopted Member Code of Conduct and that all employees are aware of the Employee Code of Conduct.

22. Gifts and Hospitality (Corruption and Bribery)

- 22.1. In accordance with the Council's policy on Gifts and Hospitality, no Officer or Elected Member must not invite or accept any gift or reward in respect of the award or performance of any contract. It will be for the employee to prove that anything received was not received corruptly. High standards of conduct are obligatory. Corrupt behaviour will lead to dismissal and is a criminal offence under the Bribery Act 2010.
- 22.2. All formal written contracts must include a provision that permits the Council to terminate a contract and to recover loses if the supplier (including its employees, agents or third parties) including anyone acting on behalf of the supplier:
- a) Offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the supplier does not know what has been done); or
 - b) Commit an offence under the Bribery Act 2010 or any other legislation that deals with Bribery and Corruption in force at the time the contract is let; or
 - c) Commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.

23. Freedom of Information Act 2000 Exemptions

Within the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 the public has the right to request information held by the Council or potentially contractors working on behalf of the Council. There are a number of potential exemptions to disclosure particularly where there are commercially sensitive or confidential data involved.

- 23.1. In considering exemptions, it is both the impact on the Council and the Contractor which is considered. However the exemptions are subject to a public interest test. The assessment is made at the time the request is made so particularly for market sensitivity, this will usually decrease over time meaning historical information is more likely to be disclosed.

More information and advice can be obtained from the Communication, Consultation and Information Manager and/or the Monitoring Officer.

Section F – Exemptions

The Standing Order outlined below is not specific to a stage of the Procurement Pathway (Plan, Define, Procure and/or Manage) but could be required throughout the procurement and contract lifecycle.

24. Exemptions

- 24.1. Only under exceptional an/or unavoidable circumstances shall authority be given to waive the Contract Standing Order. Generally, an exemption will only be approved if it is because of an unforeseeable emergency involving immediate risk to persons or property, disruption to council services or in the best interest of the service and only where it is not in breach of the Procurement Regulations.
- 24.2. An Exemption may be permitted to waiver a requirement of the CSO's and advice should always be sought from the Procurement Team and it must be cross checked against the Regulations.
- 24.3. Examples of a justifiable reason for an exemption include:
 - a) Direct award to a single supplier below the Procurement Regulation Threshold due to an unforeseen health and safety risk;
 - b) A waiver to obtain 3 sealed quotes and instead obtain 3 written quotes for a value at £45,000 on the basis value for money can be achieved and the process followed to obtain 3 quotes demonstrates value for money.
- 24.4. All exemptions must be requested using the Exemption Request Form in SharePoint. Exemptions granted shall be recorded on the Contract Database and must therefore include Procurement Team. Requests for all exemptions and the reasons for accepting or rejecting the request must be in writing (includes e-mail).
- 24.5. An exemption to these Contract Standing Orders may only be made:-
 - a) By the Chief Financial Officer and the Monitoring Officer in consultation with the Team Leader Accounts Payable for contracts estimated to be valued up to £C (£125k) or up to the [threshold](#).
 - b) If the Chief Financial Officer is applying for an exemption (or the Team Leader Accounts Payable & Procurement) then he/she must consult with the Chief Executive and Monitoring Officer to ensure scrutiny and governance.
- 24.6. Exemptions cannot be requested if the value of the contract exceeds the [threshold](#). That said, a Direct Award is possible for above threshold procurements if undertaken in accordance with the provisions set out in Part 3 Award of public contracts and procedures [Chapter 3 – Direct Award](#).

- 24.7. Under the principles of value for money (VFM) the Council should discourage requests for the Council to obtain only one quotation or tender unless there is only one suitable supplier available. Where there is only one suitably qualified supplier such as for education services and embedded software licence renewals, then all reasonable efforts to secure VFM must be made.

Section G – Glossary

‘Above Threshold’ a procurement process or contract award that would have a value in excess of the Threshold that applies for that type of contract.

‘Business Case’ means a formal document that has been reviewed and agreed providing the justification for the undertaking of a project, programme or portfolio.

‘Central Procurement Database’ means an electronic method of tendering and recording of contract data using electronic equipment for the processing (including digital compression) and storage of data which is transmitted, conveyed and received via a e-tendering system.

‘Chief Financial Officer’ means the individual as outlined in Standing Order 1.9.

‘Competitive Flexible Procedure’ means a procurement procedure when above threshold allow the Council the freedom to design its own procedure. The Council may choose to incorporate numerous processes into the procedure, such as negotiation, dialogue or a demonstration stage.

‘Concession’ means a contract where the supplier receives at least part of their remuneration from users of the works or services they are providing. As such, suppliers are exposed to a potential loss on their investment due to demand fluctuations.

‘Constitution’ means the formal document in place at the Council which underpins all activity by setting out how the council conducts its business, including: who is responsible for making decisions and how decisions are made.

‘Council’ means the local authority.

‘Direct Award’ refers to the process of awarding a contract without competition.

‘Dynamic Market’ means a list of qualified suppliers (i.e. suppliers who have met the ‘conditions for membership’ of the dynamic market) who are eligible to participate in future procurements.

‘Economic operator’ or **‘supplier’** means any legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the execution of works and/or a work, the supply of products or the provision of services on the market;

‘Exemption’ is where there is a need to seek a waiver to the Contract Standing Orders to disapply a particular rule.

‘Forward Plan’ is a document that sets out information about 'key decisions' that the council will make at the next cabinet meeting or at other bodies/people that may make them.

'Framework Agreement' is an agreement or arrangement between one or more procurers and one or more suppliers that establishes the requirement and contract conditions that will apply to future orders or tasks (Call off contracts) that the procurer(s) may enter into during the period for which the framework agreement is established.

'Framework Agreement Call Off' is a contract awarded via a Framework Agreement.

'Horizontal arrangement' means the arrangement set out in 14.8.

'Key Decision' is a decision as defined in the Constitution.

'Leadership Team' refers to the senior team made up of the Chief Executive, Deputy Chief Executive and Chief Officers.

'Legal Services Team' refers to the in-house Council Legal Team.

'Lifetime Contract Value' means the value of your contract which must account for the full lifetime of your contract (including any possible extension periods), account for any inflationary increases, provisional sums and estimated amount of expenditure via the contract during its term.

In the case of a Concession contract, the Lifetime Contract Value shall account for payments made by the Council and the potential monetary value for the supplier to exploit the works or services during the contract period. Therefore, the value calculation for a concession contract must take into account the full range of potential consideration to be received by the supplier over the length of the contract, including any renewals or extensions.

'Lots' refers to the process of splitting a larger single procurement into smaller 'chunks' which are then procured under separate contracts with different suppliers (some suppliers may be successful in more than one lot and may be awarded more than one contract) via a single procurement process.

'Members' refers to a Council Councillor who has been chosen by election which can include members of Cabinet as well.

'Monitoring Officer' refers to one of the statutory roles of a council with a specific duty to ensure the council, its Officers, and its Members, maintain the highest standards in all they do. The role is set out in Council Constitution. The Monitoring Officers' legal basis is found in Section 5 of the Local Government and Housing Act 1989, as amended by Schedule 5 paragraph 24 of the Local Government Act 2000.

'Officer(s)' refers to the Council's paid employees who support the whole council, not just the cabinet.

'Parent company guarantee' refers to a form of guaranty whereby a parent, as guarantor, assumes the responsibility for the performance of an action or

obligation of its subsidiary by agreeing to compensate the beneficiary in the event of such non-performance.

'Principal Contract Officer' refers to the lead officer responsible for the contract and procurement, who manages the contract once awarded.

'Procurement Act' refers to the Procurement Act 2023 which officially commences 24th February 2025.

'Procurement Checklist' refers to an internal pre-procurement document used by Officers and the Procurement Team to undertake procurement processes.

'Procurement Regulations' or **'regulations'** refers to the Procurement legislation in place at the time of the procurement process which is relevant. Further information is contained in 2.4 and 2.5.

'Procurement Team' refers to the in-house Procurement Team and Shared Service arrangement with Nuneaton and Bedworth Borough Council.

'Purchasing Cards' refers to corporate credit cards that businesses can use to simplify their procurement processes.

'Quotation' means an invitation below a certain threshold (see 14.4) for economic operators to submit their bids, outlining how they can fulfil the required specifications, at a specified price or rate.

'SME / small-to-medium-enterprises' means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

'Social Value' means the consideration by a public sector authority to look beyond the financial cost of a contract to consider how the services they commission and procure can improve the economic, social and environmental wellbeing of an area.

'Specification' means a set of documented requirements to be satisfied by a material, design, product, or service.

'Standstill Period' refers to a short pause between the point when the contract award decision is notified to bidders, and the final contract conclusion.

'Tender' means an invitation above a certain threshold (see 14.4) for economic operators to submit their bids, outlining how they can fulfil the required specifications, at a specified price or rate.

'Value for money' means the most advantageous combination of cost, quality and sustainability to meet requirements.

'Vertical arrangement' means the arrangement set out in 14.7.

EQUALITY IMPACT ASSESSMENT (EqIA)

Context

1. The Public Sector Equality Duty as set out under section 149 of the Equality Act 2010 requires Rugby Borough Council when making decisions to have due regard to the following:
 - eliminating unlawful discrimination, harassment and victimisation, and other conduct prohibited by the Act,
 - advancing equality of opportunity between people who share a protected characteristic and those who do not,
 - fostering good relations between people who share a protected characteristic and those who do not, including tackling prejudice and promoting understanding.
2. The characteristics protected by the Equality Act are:
 - age
 - disability
 - gender reassignment
 - marriage/civil partnership
 - pregnancy/maternity
 - race
 - religion/belief
 - sex/gender
 - sexual orientation
3. In addition to the above-protected characteristics, you should consider the crosscutting elements of the proposed policy, such as impact on social inequalities and impact on carers who look after older people or people with disabilities as part of this assessment.
4. The Equality Impact Assessment (EqIA) document is a tool that enables RBC to test and analyse the nature and impact of what it is currently doing or is planning to do in the future. It can be used flexibly for reviewing existing arrangements but in particular should enable identification where further consultation, engagement and data is required.
5. The questions will enable you to record your findings.
6. Where the EqIA relates to a continuing project, it must be reviewed and updated at each stage of the decision.
7. Once completed and signed off the EqIA will be published [online](#).
8. An EqIA must accompany all **Key Decisions** and **Cabinet Reports**.
9. For further information, refer to the EqIA guidance for staff.
10. For advice and support, contact:
Rebecca Ewers
Corporate Equality & Diversity Officer
rebecca.ewers@rugby.gov.uk
01788 533509

Equality Impact Assessment

Service Area	Finance and Performance, Legal and Governance
Policy/Service being assessed	Contract Standing Orders
Is this a new or existing policy/service? If existing policy/service please state date of last assessment	The process is existing although the assessment is being undertaken on a review of the process.
EqlA Review Team – List of members	Ian Hunt Senior Legal Officer
Date of this assessment	December 2024
Signature of responsible officer (to be signed after the EqlA has been completed)	

A copy of this Equality Impact Assessment report, including relevant data and information to be forwarded to the Chief Officer for Legal and Governance.

Details of Strategy/ Service/ Policy to be analysed

<u>Stage 1 – Policy to be analysed</u>	Contract Standing Orders
(1) Describe the main aims, objectives and purpose of the Strategy/Service/Policy (or decision)?	<p>The main procedural rules governing the letting and management of contracts on behalf of Rugby Borough Council. These form part of the overall governance framework detailed within the constitution.</p> <p>It should be noted that this is the procedure for undertaking procurement, not the individual services or procurements themselves. Where substantive services or procurements are undertaken there will need to be a consideration of the Public Sector Equality Duty at that point and considerations of the impact of the process and procurement.</p>
(2) How does it fit with Rugby Borough Council's Corporate priorities and your service area priorities?	This ensures the Council meets its aim of being a responsible effective and efficient organisation.
(3) What are the expected outcomes you are hoping to achieve?	The statutory framework underpinning procurement legislation has been updated and this work adopts and incorporates this within the Councils internal processes.
(4) Does or will the policy or decision affect: <ul style="list-style-type: none"> • Customers • Employees • Wider community or groups 	The main aim of the document is to instruct and direct staff, although businesses who interact with the Council are also impacted.
(5) Will the policy or decision involve substantial changes in resources?	No; the procurement process will remain within corporate resources as at present.
<u>Stage 2 – Evidence about user population and consultation</u>	

(1) What does the data tell you about the groups this policy or decision impacts?

Possible data sources:

- national statistics/census data
- local statistics
- evaluations
- analysis of complaints
- user feedback
- outcomes from consultation/community voice
- Council published information, service data
- [District and Ward Profile – Warwickshire Observatory](#)
- [Office of National Statistics](#)
- [Fingertips health profiles](#)
- [Indices of Multiple Deprivation](#)
- [RBC Annual Workforce Equality Report](#)

Primarily the users of these standing orders will be officers of the Council operating as specialist officers, or at the level of commissioning officer often with supervisory or management responsibility. Accordingly the expectations are that they will have a proficient level of professional written and verbal communication skills, together with subject specific knowledge.

Those firms who are bidding for work are equally likely to be operating businesses which require them to operate with a reasonable level of business communications skills. Accordingly it is reasonable to acknowledge that whilst there are potential areas where the possibility of characteristics which may impact exist the active user population is going to be skewed away from this.

Whilst the census data is operative at a borough wide level it is indicative of the population that staff are drawn from. The following are potentially relevant data points which may be assistive in considering potential impacts:

- Reviewing Household language; in 87.5% of households within the Borough all adults have English as their main language. By contrast there are 7.1% of households (3,331) where there are no people within the household who have English as a primary language. The remaining 5.4% have some level of English speakers.
- For those reporting their main language, 88.48% reported this as English, with Polish at 3.06% and Romanian at 1.84%.
- Considering disability, 76.9% of the borough have no long term physical or mental health conditions. Clearly not all disabilities would impact on the ability to interact with the policy under consideration. The census does not provide further breakdown of disability types. The RNIB Sight Loss Data Tool (v5) indicates that around 1.2% of the population of the Borough are living with Moderate (Partial Sight) to Severe (blindness) sight loss. Clearly this is just one domain and other disabilities could impact engagement.

With the obligation on employers to provide support and or reasonable adjustments, to their staff it is acknowledged that the population wide data is unlikely to be truly representative of the user base.

<p>(2a) Have you consulted or involved those groups that are likely to be affected by the strategy/ service/policy you want to implement?</p> <p>If yes, please state which groups were involved in the consultation and what were their views and how have their views influenced the policy/decision?</p>	<p>Consultation and engagement with relevant staff was undertaken by the finance team in the development of the document with our partner team at Nuneaton and Bedworth Borough Council.</p> <p>No equality based impacts were raised.</p>		
<p>(2b) If you have not consulted or engaged with communities that are likely to be affected by the policy/decision, give details about when you intend to carry out consultation or provide reasons for why you feel this is not necessary.</p>	<p>Given the strategic nature of the document it is not intended to undertake more detailed consultation.</p>		
<p><u>Stage 3 – Analysis of impact</u></p>			
<p>(1) <u>Protected Characteristics</u> From your data and consultations is there any positive, adverse or negative impact identified for any particular group, which could amount to discrimination?</p>	<p>Protected Characteristic</p>	<p>Nature of Impact Positive, Neutral, Adverse (explain why)</p>	<p>Extent of impact Low, medium, high</p>
	<p>Age</p>	<p>Neutral; although the impacts will only be on those engaged in work, the framework itself is neutral.</p>	

If yes, identify the groups and how they are affected.	Disability	Neutral; although the impacts will only be on those engaged in work, the framework itself is neutral. It should be noted that there is a duty on employers to make reasonable adaptations to ensure staff with disabilities are able to undertake their roles, and that this negates any potential impact.	
	Sex	Neutral; the framework itself is neutral in how it applies.	
	Gender reassignment	Neutral; the framework itself is neutral in how it applies.	
	Marriage/civil partnership	Neutral; the framework itself is neutral in how it applies.	
	Pregnancy/maternity	Neutral; the framework itself is neutral in how it applies.	
	Race	Neutral; the framework itself is neutral in how it applies.	
	Religion/belief	Neutral; the framework itself is neutral in how it applies.	
	Sexual Orientation	Neutral; the framework itself is neutral in how it applies.	

(2) <u>Cross cutting themes</u> (a) Are your proposals likely to impact on social inequalities e.g. child poverty, geographically disadvantaged communities? If yes, please explain how?	Description of impact	Nature of impact Positive, Neutral, Adverse (explain why)	Extent of impact Low, medium, high
	Socio-economic e.g.: child poverty, income level, education level, working hours/occupation, family/social support, access to good nutrition	Positive; the framework requires that the Council seeks to ensure that the maximum benefits from procurement including social economic impacts are maximised.	
	Environmental e.g.: housing status, transport links, geography, access to services, air quality, noise pollution	Environmental standards are incorporated in the requirements for procurement.	
(3) Using the information gathered in stages 2 and 3, what will the positive impact of the strategy/policy be on equality?	The effect of the policy is largely neutral. There are modest benefits through the requirements for social value.		
(4) Are there any obvious barriers to accessing the service? If yes, how can they be overcome?	None identified given the nature of the framework.		
(5) What Equality Monitoring Data will be collected to analyse impact? How will the Equality Monitoring Data collected be used? If no Equality Monitoring Data is being collected, why not? For support with this section, please refer to the Equality Monitoring Guidance.	The process will be monitored as part of its operational use by procurement officers, and in line with experience at both Nuneaton and Bedworth Borough Council and nationally.		

<p>(6) Complete this section if any adverse impacts were identified in 3.1.</p> <p>Outline any actions that will be taken to remove or mitigate the adverse impacts identified in 3.1 to ensure that no discrimination is taking place. If removing or mitigating the impact is not possible, you may in certain circumstances, justify the discrimination. If that is the case, please give evidence for why justifying is possible in this case.</p>	NA
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<p><u>Stage 4 – Action Planning, Review and Monitoring</u></p>	
<p>(1) Data analysis What does feedback from Equality Monitoring Data gathered tell you about impact on groups? Were there any unforeseen impacts (positive or negative)?</p> <p>The feedback/data should be used to inform your Action Plan in (2)</p>	

<p>If No Further Action is required then go to – Review and Monitoring</p> <p>(2) Action Planning – Specify any changes or improvements that can be made to the service or policy to mitigate or eradicate negative or adverse impact on specific groups, including resource implications.</p>	<p>EqlA Action Plan</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Action</th> <th style="text-align: left;">Lead Officer</th> <th style="text-align: left;">Date for completion</th> <th style="text-align: left;">Resource requirements</th> <th style="text-align: left;">Comments</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					Action	Lead Officer	Date for completion	Resource requirements	Comments																				
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<p>(3) Review and Monitoring State how and when you will monitor policy and Action Plan. Will you make any changes to the Equality Data that you are collecting or how you are collecting/using the data?</p>																														

Please annotate your policy with the following statement:

‘An Equality Impact Assessment on this policy was undertaken on (date of assessment) and will be reviewed on (insert review date).’