



DRAFT

1 Introduction

- 1.1 The Council is obliged under Section 135 Local Government Act 1972 to make Rules with respect to it or someone on its behalf entering into contracts for the supply of goods or services or for the execution of works. The Rules are part of the Council's Constitution and must always be followed unless the law (European or UK) requires something different. The Rules shall be reviewed every two years by the Monitoring Officer.
- 1.2 The Rules do not override other parts of the Council's Constitution. For example, if a decision about a contract is also a "key decision", then the requirements set out in the constitution in relation to Rules and to key decisions will have to be met.
- 1.3 Any dispute regarding the interpretation of the Rules shall be referred to the Monitoring Officer.
- 1.4 The Rules apply to every Officer and every contract entered into or proposed to be entered into by the Council. It is the responsibility of all ADs to ensure that their staff is adequately trained in the application of these Rules and that audit trails are in place for all procurement.
- 1.5 In accordance with the requirements of the Scheme for Financing schools and Financial Regulations for schools where a school acts as a agent of the Council these Rules apply to all schools within Milton Keynes except Trust and Academy schools. School's governing body shall have the powers and duties as defined for Corporate Directors within these Rules.
- 1.6 These revised Rules apply to all new procurement processes which are [advertised] after [1st April 2011].
- 1.7 It follows that any negotiation process has to be robustly justified, in particular to avoid any contravention of state aid rules, any allegation of corruption, and to ensure that value for money can be demonstrated.
- 1.8 Anyone making procurement decisions should be familiar with these Rules and those within the Procurement Process Manual (PPM). Anyone unsure of whether the Rules apply should contact Strategic Procurement for advice and guidance including:
 - via the Council's Intranet
 - by **ringing 01908 25xxxx**
 - by emailing procurement@milton-keynes.gov.uk
- 1.9 It is a disciplinary offence to fail to comply with the Rules.

1.10 Every contract made by or on behalf of the Council including its Executive and Cabinet Members shall comply with:

- 1.10.1 these Rules;
- 1.10.2 the Council's Financial Regulations;
- 1.10.3 all relevant statutory provisions including in particular the Local Government Act 1988 Part II, Local Government Act 1999, Local Government Act 2000, the Public Contracts Regulations 2006 and the Local Government (Contracts) Act 1997;
- 1.10.4 European Union treaties and European Commission Directives;
- 1.10.5 the rules on State Aid;
- 1.10.6 any direction by the Council, the Executive Cabinet Member or Committee having appropriate delegated authority.

2 Basic Principles

All purchasing and disposal procedures must:

- 2.1 achieve Best Value for public money spent
- 2.2 be consistent with the highest standards of integrity
- 2.3 ensure fairness in allocating public contracts
- 2.4 comply with all legal requirements
- 2.5 apply published objective evaluation criteria
- 2.6 support the council's corporate and departmental aims and policies
- 2.7 comply with the Council's Procurement Strategy

3 Roles & Responsibilities

- 3.1 Officers responsible for purchasing or disposal must comply with these Rules, Financial Regulations, the Code of Conduct and with all applicable UK and European Union legislation. Officers must ensure that any Agents, Consultants and contractual partners acting on their behalf also comply the same.

- 3.2 Before any contract is made or procurement process is commenced there must be:
- 3.2.1 a proper authority in accordance with the processes set out in the Constitution or scheme of delegation
 - 3.2.2 Adequate budgetary provision
- 3.3 All Officers are responsible for reporting any suspected breach of these Rules to the Monitoring Officer and the Head of Internal Audit.
- 3.4 Officers must:
- 3.4.1 have regard to the guidance in the PPM, and ensure value for money
 - 3.4.2 check whether a suitable Corporate Contract or other such externally let contract or framework agreement exists before seeking to let another contract;
 - 3.4.3 where a suitable Corporate Contract exists, this must be used unless there is a justifiable reason not to
 - 3.4.4 keep the records of tender documentation and contracts for a period of 6 years from the completion, expiry or termination of a contract.
 - 3.4.5 take all necessary legal, financial and professional advice.
- 3.5 When any employee either of the Council or of a service provider may be affected by any transfer arrangement, Officers must ensure that the Transfer of Undertaking (Protection of Employment) (TUPE) issues are considered and obtain legal advice before proceeding with inviting Tenders or Quotations.
- 3.6 Corporate Directors are responsible for all contracts tendered and let under his/her control. Corporate Directors are responsible to Cabinet for the performance of duties in relation to contract letting and management and in particular :
- 3.6.1 must ensure that their staff comply with Rules 2.1 to 2.4
 - 3.6.2 keep registers of contracts completed by signature, rather than by Council's seal and arrange their safe keeping;
 - 3.6.3 to maintain records of all waivers or exemptions of these Rules, and make these available when required;

- 3.6.4 to use standards contracts and clauses unless the Monitoring Officer has authorised otherwise
- 3.6.5 to ensure that any Transfer of Undertaking Protection of Employment (TUPE) issues are discussed / agreed with Legal Services
- 3.7 Through a formal scheme of delegation this authority may be passed down to officers within each Directorate.
- 3.8 Strategic Procurement shall hold copies of all contracts and acceptance letters entered into by the Council.

4 Exemption

- 4.1 In exceptional circumstances it may not be possible to comply with these Rules. Variation from these rules by officers is permitted where:

4.1.1 Written report

A written report will be prepared by the relevant AD or Corporate Director and submitted to the Head of Strategic Procurement specifying the special circumstances justifying the exemption.

Without limitation, special circumstances are where an unforeseen and real risk of harm to individuals is evident or excessive and significant damage to the Council's services, finances or reputation would arise. For the avoidance of any doubt the failure to properly plan timescales to comply with Rules and / or EU Procurement Regulations is not special circumstances.

The written report will detail the specific provisions from which an exemption is sought, reasons for seeking the exemption and how relevant risks arising from those variations will be mitigated and managed.

4.1.2 Approval

Approval to waive Rules will only be granted by the agreement of both the S151 Officer and the Monitoring Officer.

The Corporate Director or Officer will consult the Portfolio Cabinet Member for contracts in excess of **£100,000**.

4.1.3 Council Reports

A formal report will be prepared for submission to the next possible Audit Committee meeting. That report will set out the specific rationale for waiving the Rules and will also append a summary of the previous instances where Rules were waived.

- 4.2 Head of Strategic Procurement must monitor the use of all exemptions

5 Advertising Requirements

5.1 Where a contract has to be advertised under the Rules then: -

5.1.1 All tenders shall be advertised on InTend and any other appropriate websites or trade journals to increase competition, giving at least 14 days public notice where the Estimated Total Cost exceeds the EU Threshold then the contract shall be advertised in accordance with the Procurement Regulations.

5.2 All contracts between £50,000 and EU Threshold shall be advertised on the Website(s).

5.3 For all contracts below the EU Threshold and Relevant Contracts falling under Part B of the Public Contracts Regulations 2006, Officers shall consider potential European interest in the provision of goods, works or services. If the Relevant Contract could be of potential interest for economic operators within the European Union, the Relevant Contract should be advertised in the Official Journal of the European Union after seeking advice from Strategic Procurement.

6 Quotations and Tenders

6.1 Under Best Value legislation each Officer must consider the options for the delivery of the required supplies, services or works. The options are:

6.1.1 Not buying the supplies or services or having the works done at all;

6.1.2 Provision of the supplies, services or works internally by the Council;

6.1.3 Providing the supplies, or services under the PPP Contract

6.1.4 Providing the supplies, services or works in partnership with someone else;

6.1.5 By commissioning jointly with another Council;

6.1.6 Shared service delivery with another Council; and/or

6.1.7 Appropriately procuring a third party service provider to provide the ongoing supplies, services or works

6.2 Competition is presumed to provide evidence of Best Value where a set of works to be procured, particularly capital works, may be reasonably

packaged as a contract for which there is an existing or primed marketplace. Where such works are not put to the market but provided by the Council or transferred under existing contracts, other evidence must be obtained to demonstrate Best Value and recorded by the Head of Procurement

For other purchases:

- 6.3 Where the Estimated Total Cost* is less than £500 verbal quotation is sufficient.
- 6.4 Where the Estimated Total Cost is more than £500 but does not exceed £5,000 3 (three) telephone quotations shall be obtained and the details kept for 12 months.
- 6.5 Where the Estimated Total Cost is between £5,001 and £50,000 3 (three) written quotations shall be obtained and retained with all other financial documentation.
- 6.6 Where the Estimated Total Cost exceeds £50,000 the Officer will liaise with Strategic Procurement and procurement documentation shall be in a form consistent with these rules.
- 6.7 Where the Estimated Total Cost is between £50,000 and £100,000 at least 4 (four) formal competitive tenders are invited and the client department will liaise with Strategic Procurement.
- 6.8 Where the Estimated Total Cost is above £50,000 the tender shall be advertised in accordance with Rule 5 hereinabove.

7 Pre-tender market research and consultation

The Officer responsible for the purchase:

- 7.1 may consult potential suppliers prior to the issue of the invitation to tender in general terms about the nature, level and standard of the supply, contract packaging and other relevant matters, provided this does not prejudice any potential Candidate, but
- 7.2 must not seek or accept technical advice on the preparation of an Invitation to Tender or Quotation from anyone who may have a commercial interest in them, if this may prejudice the equal treatment of all potential Candidates or distort competition, and
- 7.3 should seek advice from the Corporate Procurement

8 Selection of Procedure

* The aggregate cost of a Relevant Contract estimated over the term of the contract ie not just annual spend

8.1 Subject to the provisions of Part II of the Local Government Act 1988, as well as of the Public Contracts Regulations 2006, the procedures below will be used in the procurement of a services, works or supplies Contract:

8.1.1 The Open Procedure, or

8.1.2 The Restricted Procedure.

8.2 Where procurement is particularly complex, the Officer must seek advice from the Monitoring Officer and/or the Head of Procurement (acting via an appropriate lawyer within MKC Legal Services) as to whether a procedure other than the Open Procedure or Restricted Procedure may be more appropriate.

8.3 Use of other procedures other than as set out in Rule 14 (1) above (as detailed by Procurement Regulations or other relevant legislation), shall require prior approval of the Section 151 Officer or the Monitoring Officer.

9 Tendering Procedure

9.1 Tenders shall be administered by Strategic Procurement using the InTend system.

9.2 No tender may be accepted if the tenderer can be identified prior to the tender deadline.

9.3 No tender or quotation received after the latest time specified for receipt shall be accepted.

9.4 Every tender shall be addressed to the MKC Procurement Service and held securely until the time appointed for its opening.

9.5 All Invitations to Tender shall include the following:

9.5.1 A specification that describes the Council's requirements in sufficient detail to enable the submission of competitive offers.

9.5.2 A requirement for tenderers to declare that the Tender content, price or any other figure or particulars concerning the Tender have not been disclosed by the tenderer to any other party (except where such a disclosure is made in confidence for a necessary purpose).

9.5.3 A requirement for tenderers to complete fully and sign all Tender documents including a form of Tender and certificates relating to canvassing and non-collusion.

9.5.4 Notification that Tenders are submitted to the Council on the basis that they are compiled at the tenderer's expense.

- 9.5.5 A description of the Award Procedure and, unless defined in a prior advertisement, a definition of the Award Criteria in objective terms and in descending order of importance.
- 9.5.6 Notification that no Tender will be considered unless it is enclosed in a sealed envelope or container which bears the word 'Tender' followed by the subject to which it relates, but no other name or mark indicating the sender.
- 9.5.7 The method by which any arithmetical errors discovered in the submitted Tenders are to be dealt with. In particular, whether the overall price prevails over the rates in the Tender or vice versa..
- 9.6 The Invitation to Tender or Quotation must state that the Council is not bound to accept any Quotation or Tender.
- 9.7 All Candidates invited to Tender or submit a Quotation must be issued with the same information at the same time and subject to the same conditions. Any supplementary information must be given on the same basis

10 Selection Criteria, Publication and Award of Contracts

- 10.1 For procurement with an Estimated Total Cost of £50,000 or above the most economically advantageous tender (MEAT) shall be selected. Guidance on the use of MEAT and appropriate MEAT criterion is set out in the PPM.
- 10.2 The Client Officer shall determine the appropriate award criteria in advance of the publication of the Contract Notice or notice on In-Tend. Appropriate details of award criteria shall be notified to those tenderers participating in the procurement process, in advance of their tender or quotation submission.
- 10.3 The Client Officer shall assess (using the Council's risk system – GRACE) the risks within each bid and shall then maintain a Risk Register entry for the successful bid.
- 10.4 The appropriate AD (with the agreement of the Head of Procurement) may permit a Tenderer to correct an error or omission that, in the opinion of the AD is an obvious one. All such corrections shall be formally recorded.
- 10.5 The relevant Cabinet Member and S151 Officer approval is needed where the price proportion of MEAT is less than 50%.
- 10.6 The relevant scrutiny committee shall be informed of any award where the price proportion of MEAT is less than 50%.

10.7 Only authorised officers (as per Scheme of Delegation) with the requisite delegated authority may award a contract. Any contract exceeding the budget provided :

10.7.1 shall require Cabinet approval if it exceeds by 10% of the budgeted cost.

10.7.2 shall be approved (using delegated authorities in the Financial Scheme of Delegation) by relevant officers if the successful tender is more than 10% less than the budgeted cost only if the relevant officers have identified (and reported to the S151 Officer) compensating savings. Otherwise such contract shall require Cabinet approval.

10.8 All Relevant Contracts awarded must be reported to the Corporate Procurement Team to be included on the Council's contract register.

11 Disclosures of interest

11.1 Staff must give immediate written notice to their Corporate Director or Chief Executive (as appropriate) where it comes to their knowledge that they have a potential conflict of interest with any MKC contract. Staff are reminded at every appraisal to record such interests but must highlight potential conflicts of interest immediately they become aware of them. Failure to do so may result in disciplinary proceedings or criminal prosecution.

11.2 Members of the Council must declare any personal or prejudicial interest in any letting or management of contracts, and must act accordingly as defined or required by the Council's Members' Code of Conduct. Failure to do so may result in a finding of a breach of the Code.

11.3 Persons working on behalf of the Council or invited representatives of bodies other than the Council (including community representatives) who fulfill a role that may give them influence over any aspect of the Council's procurement process or access to associated commercially sensitive information must disclose in writing to the relevant Corporate Director or the Chief Executive any direct or indirect interests that may conflict in any way with the interests of the Council or the nature of the role or work to which they have been appointed by the Council. Failure to do so may result in a termination of the relevant agreement or appropriate action against the individual concerned.

11.4 Relevant Chief Officers will ensure that a Register of Interests record of is maintained for all officers (including consultants) involved in the letting and management of contracts. The formal Appraisal form is considered appropriate record but where no appraisal is completed a separate record shall be maintained.

11.5 Chief Officers will keep completed staff disclosures in accordance with the Council's Code of Conduct for Employees. The Client Officer shall keep

any contracted staff, consultants' or other bodies' representatives' declarations on the contract file.

11.6 Where potential conflict of interest is identified, the relevant AD or Director shall liaise with the Monitoring Officer and AD Audit & Risk Management to agree and formally record the action to be taken.

12 Notification of Unsuccessful Tenderers

12.1 Following contract award all unsuccessful tenderers will be notified by Corporate procurement in writing, upon instruction from the relevant Officer responsible for the procurement.

13 Execution

13.1 Every Contract over a value of £100,000 shall be given under the seals of the parties. If the contractor is unable to execute a contract under seal, it shall be executed as a deed.

13.2 Any other contract shall be required to be given under the seals of the parties at the discretion of the Monitoring Officer .

13.3 For all Relevant Contracts in excess of £50,000 shall use the standard contract terms and conditions issued by Legal Service unless such variation is agreed by the Monitoring Officer.

14 Contracts Register

14.1 The Head of Procurement must maintain a register of all approved and current contracts and framework agreements where the contract value is £100,000 or over. The register should be published on the Council website.

14.2 Corporate Directors and AD's must maintain a register, using the template provided by the Head of Procurement, of all current contracts and framework agreements where the contract value is less than £100,000. An up-to-date register must be available to the Head of Procurement on request and formally issued to the Head of Procurement by 31st March every year.

15 Contents of Contracts

15.1 All Relevant Contracts in excess of £50,000 shall be in writing and shall document :

- 15.2 A technical description of the goods, works and services to be supplied including delivery specifications, in sufficient detail to demonstrate that the required quality has or has not been achieved.
- 15.3 The requirement for compliance with the appropriate European specification or where no European specification exists, the appropriate British technical specification.
- 15.4 The price to be paid or the rates at which the price is to be calculated, any milestones for payments, a statement of discounts or other deductions and if prices are not fixed an appropriate price fluctuation clause by reference to a published index if the term exceeds 12 months.
- 15.5 The timescales within which the outputs / outcomes are to be completed.
- 15.6 For all Relevant Contracts over a value of [OJEU], for Services and Supplies and £250K for works contracts, Officers will include remedies for non performance as follows: -
- 15.6.1 Liquidated damages, other financial deductions, clawback and termination. This shall include liquidated damages to be paid by any supplier in respect of any delay in performing or completing such work or services.
- 15.6.2 Liquidated damages (and all other non-performance remedies) will be recovered robustly and recorded as a debt owed to the Council.
- 15.6.3 The write off of any non-performance remedy including liquidated damages above £500 must be authorised through the process as set out in section 2.
- 15.7 All Relevant Contracts will contain an appropriate clause that provides protection and the right to terminate the contract in the event of a supplier offering any inducement, committing fraud or committing an offence under the relevant theft, false accounting, money laundering or bribery acts
- 15.8 All Relevant Contracts shall contain clauses that ensures adherence to those relevant Council policies eg Anti Fraud & Corruption, Safeguarding etc .
- 15.9 All contracts shall contain appropriate provision that the contractor's rights to assign and sub-contract are properly managed. In the event of any request to sub-contract or assign contract, in part or in whole, the Officer shall seek the guidance from the Monitoring Officer.
- 15.10 All contracts shall contain clauses that the Council may terminate on the grounds of :
- 15.10.1 Insolvency of contractor

- 15.10.2 allegation of offences under the Prevention of Corruption Acts
 - 15.10.3 Collusive tendering / bidding
 - 15.10.4 Breach of contract conditions
- 15.11 The Officer shall obtain the advice of Monitoring Officer
- 15.11.1 where the Estimated Total Cost of the contract exceeds £100k
 - 15.11.2 involves leasing arrangements
 - 15.11.3 where the Officer is proposing to use the contractor's own terms and conditions
 - 15.11.4 for purchase of application software of aggregate value of £25k.

16 Variations and Extensions

- 16.1 As well as complying with any statutory restrictions and compliance with these Rules, Corporate Directors or AD's may only authorise an extension to an existing contract where an extension for the particular period is provided for within the terms and conditions of the contract (and provided that there has been satisfactory performance).
- 16.2 Subject to any statutory restrictions and compliance with these Rules, Corporate Directors or AD's may authorise any other variation to an existing contract, and if relevant a consequent change in price, determined in accordance with the contract terms where the Estimated Total Cost of the variation is less than £25,000 or 15% of the original annual contract value (which ever is the lesser).
- 16.3 Officers will have to obtain the prior written approval of the Head of Procurement, before entering into any variations to an existing contract, changes in price, where the annual value of the variation is greater than £25,000 or 15% of the Estimated Total Cost (which ever is the lesser)
- 16.4 All extensions and variations to an existing contract must be checked to confirm that they represent Best Value and they are not being instigated solely to avoid or delay the requirement to conduct a procurement.
- 16.5 All extensions and variations to a contract awarded under the EU Procurement Regulations must be authorised by the Head of Procurement.

16.6 All extensions and variations must be documented and signed by an authorised signatory on behalf of the Council and counter-signed by the supplier.

17 Framework Agreements[†]

17.1 The term of a Framework Agreement must not exceed four years and while an agreement may be entered into with one provider, where an agreement is concluded with several organizations, there must be at least three in number.

17.2 A Framework Agreement must ensure that Procurement and Legal services have approved the procurement and contract details both for the overarching contract and any subsequent contract derived from the framework.

17.3 Contracts based on Framework Agreements may be awarded by either:

17.3.1 applying the terms laid down in the Framework Agreement (where such terms are sufficiently precise to cover the particular call-off) without reopening competition; or

17.3.2 where the terms laid down in the Framework Agreement are not precise enough or complete for the particular call-off, by holding a mini competition in accordance with the following procedure:

- inviting the organisations within the Framework Agreement that are capable of executing the subject of the contract to submit written Tenders;
- fixing a time limit which is sufficiently long to allow Tenders for each specific Contract to be submitted and considered;
- taking into account factors such as the complexity of the subject of the contract;
- awarding each contract on the basis of the award criteria set out in the specifications of the Framework Agreement.

18 Legal Advice

18.1 For all contracts exceeding £100,000 Estimated Total Cost, Officers are required to obtain legal advice at the earliest stage of the procurement process.

18.2 Officers shall obtain legal advice for all contracts exceeding a value of £50,000 if it involves all or any of the following:

[†] An agreement with suppliers that establishes the terms of contracts to be awarded during a given period, in particular with regard to price and quantity. In other words, agreements with suppliers which set out terms and conditions under which specific purchases (call-offs) can be made throughout the term of the agreement.

- 18.2.1 significant change(s) to a previous service, or provision of a new service for the Council;
 - 18.2.2 the potential transfer of Council employees to a contractor;
 - 18.2.3 the use or development of Council land or premises
- 18.3 If any officer is asked to issue a certificate under the Local Authorities (Contracts) Regulations 1997 they must immediately report the situation to the Monitoring Officer. Any such certificate must be approved by the Monitoring Officer and signed by the S151 Officer.

19 Performance Bonds and Parent Company Indemnity

- 19.1 The Procurement Handbook shall determine the circumstances under which a Contractor shall be required to furnish a performance bond, guarantee or other appropriate risk management approach. Only those approaches as provided in the PPM or those approved by the Section 151 Officer and the Monitoring Officer can be utilised.
- 19.2 In the event of award of a contract to a subsidiary, a parent company guarantee shall be obtained from the contractor for all Relevant Contracts over [£100k].
- 19.3 The Officer must obtain a Parent Company Guarantee when a Candidate is a subsidiary of a parent company and:
- 19.3.1 the Estimated Total Cost exceeds £250,000, or
 - 19.3.2 award is based on evaluation of the parent company, or
 - 19.3.3 there is some concern about the stability of the bidder.
- 19.4 The Officer must consult the [AD Finance] about whether a performance bond is needed:
- 19.4.1 where the Estimated Total Cost exceeds £1,000,000, or
 - 19.4.2 where it is proposed to make stage or other payments in advance of receiving the whole of the subject matter of the contract and there is concern about the stability of the Candidate.

20 Prevention of Corruption

- 20.1 The Client Officer must comply with the Council's Code of Conduct for Employees and must not invite or accept any gift or reward in respect of the award or performance of any Contract. It will be for the officer to prove that anything received was not received corruptly. High standards of conduct are obligatory. Corrupt behavior will lead to dismissal and is also a criminal offence which may lead to prosecution.
- 20.2 Any officer or member of the Council must disclose any offer made by an existing or bidding supplier to their AD or Director.
- 20.3 Directors and AD's shall maintain a record of such offers, inform the Monitoring Officer and AD Audit & Risk Management and agree such action as appropriate.

DRAFT

DEFINITIONS

1. **'AD'** means the Assistant Director of a department [as defined under the Constitution] including any successors in title.
2. **'Award Criteria'** means the criteria by which the successful Quotation or Tender is to be selected
3. **'Award Procedure'** means the procedure for awarding a contract as set out generally within these Rules and particularly in Rule 13..
4. **'Best Value'** the duty which Part I of the Local Government Act 1999 places on local authorities, to secure continuous improvement in the way in which functions are exercised, having regard to combination of economy, efficiency and effectiveness, as implemented by the Council. This terminology has now in many instances been superseded by Value for Money.
5. **'PPM'** means the Procurement Process Manual, including any subsequent amendments issued by Strategic Procurement.
6. **'Cabinet'** means the Council's cabinet as defined in the Constitution.
7. **'Candidate'** means any person who asks or is invited to submit a Quotation or Tender.
8. **'Code of Conduct'** means the code regulating conduct of Officers issued by the [Deputy Chief Executive – Corporate Services].
9. **'Contracting Decision'** means any of the following decisions
 - a. withdrawal of Invitation to Tender
 - b. whom to invite to submit a Quotation or Tender
 - c. Shortlisting
 - d. award of contract
 - e. any decision to terminate a contract.
10. **'Corporate Contract'** means a contract let by Strategic Procurement to support the Council's aim of achieving Value for Money.
11. **'Corporate Director'** means the officer defined as such in the Constitution.

12. **'EU Threshold'** means the contract value at which the EU public Procurement Regulations apply.
13. **'InTend'** means the electronic procurement system used by the Council.
14. **'Key decision'** decisions that are defined as key decision in the Constitution.
15. **'Officer'** means the officer designated by the Corporate Director to deal with the contract in question.
16. **'Procurement Regulations'** means the Public Contracts Regulations 2006 including all amendments thereof.
17. implementation of Rules. The guide is available on the Council's intranet.]
18. **'Quotation'** means a quotation of price and any other relevant matter (without the formal issue of an Invitation to Tender).
19. 'Scheme for Financing Schools' means the scheme as required under Section 48 of the School Standards and Framework Act 1998.
20. **'Relevant Contract'** means contracts to which these Rules apply.
21. **'Tender'** means a Candidate's proposal submitted in response to an Invitation to Tender.
22. **'Value for Money'** is not the lowest possible price; it combines goods or services that fully meet your needs, with the level of quality required, delivery at the time you need it, and at an appropriate price.