

## **PART 3**

# **RULES OF PROCEDURE**

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**PART 3G: CONTRACT PROCEDURE RULES**

**1. Introduction**

- 1.1. These Contract Procedure Rules (CPRs) are the standing orders required by the Local Government Act 1972. They are part of the Council’s Constitution and are, in effect, the instructions of the Council to officers and councillors for making contracts on behalf of the Council. The purpose of these CPRs is to set clear rules for the procurement of works, goods and services for the Council and to ensure a system of openness, integrity and accountability, in which the probity and transparency of the Council’s procurement process will be beyond reproach. Accordingly, these CPRs must be followed for **all** contracts (but excluding the categories listed in Rule 6.2, grants and land contracts which are dealt with under different rules) for:-
- the supply of goods to the Council;
  - the supply of services to the Council; and
  - the execution of works for the Council.
- 1.2. The Council has a Procurement Strategy, setting out how the Council intends to go about procuring works, goods and services. Conformity to these CPRs, and the Council’s Employee Code of Conduct and relevant associated employment policies, will ensure that contracts are let in accordance with the ‘Procurement Strategy and any associated User Guides and Procedures’.
- 1.3. The Council is subject also to the following regulations:
- (a) The Procurement Act 2023 (“PA2023”) and supplementary Procurement Regulations 2024.
  - (b) the Health Care Services (Provider Selection Regime) Regulations 2023, (introduced by the Health Care Act 2022 for the procurement of in-scope health care services and public health services in England.
- 1.4. For contracts entered in to prior to the commencement of the Procurement Act and supplementary Regulations, the Council is also subject to the Public Contracts Regulations 2015 in relation to the management of contracts for goods, services and works, and the Concession Contracts Regulations 2016 in relation to the management of concession contracts.
- 1.5. These legislations require contract letting procedures to be open, fair and transparent. These CPRs provide a basis for true and fair competition in contracts, by providing clear and auditable procedures, which, if followed, will give confidence that the Council has a procurement regime that is fully accountable and compliant with the

legislation.

**2. Summary of CPRs – Governance Process**  
**Governance process for goods, services and works (other than Health Care Services)**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
Financial Value (per Contract) for Governance	Approval to Procure	Minimum Process	Advertising opportunity on the Central Digital Platform	Advertising award on the Central Digital Platform	Minimum Tender/Quote Timescales	Contract Terms	Opening of tenders	Authority to Award Contract	Contract Signing
<b>£1,000,000 and above</b>	Procurement Board. In addition, unless acting within approved budgets, Cabinet where the Contract Value (not estimated framework agreement value) is £1m and above on a per annum basis	Competitive tenders in compliance with the Procurement Act 2023 (PA2023) (Note 1 below)  Or direct appointment of a Local Authority Trading Company (LATC) in accordance with the Teckal arrangement contained in PA2023 where best value can be demonstrated.	Yes, where over £100k estimated contract value and 'open market'.  No, where between £100k and PA2023 threshold and closed exercise.	Yes	Minimum fifteen (15) working days between £100,000 and relevant PA2023 threshold.  Where above the relevant threshold, as prescribed by the PA2023.	Standard or Bespoke Form of Contract, or framework order form. Where contracts are in the form of Deeds, they must be sealed by Legal Services. Contracts over £1,000,000 will need to be in the form of a Deed	Electronic tenders via the Council's e-tendering system	If within approved tolerance agreed at Column 2, e.g. <10% above estimated price, or report back to relevant body in Column 2 for approval	Monitoring Officer or authorised deputy
						Standard or Bespoke Form of Contract, or framework order form. Contracts in the form of Deeds must be executed by Legal Services.			Director and/or Head of Service
<b>£100,000 up to £999,999</b>	Procurement Panel								

## Part 3G – Contract Procedure Rules

<b>£10,000 to £99,999</b>	Director approval or delegated authority to budget holder  (Copies of Quotations MUST be forwarded to Legal and Procurement Services for order to be approved)	Minimum of five (5) written or oral quotations (see 3 below for thresholds). Where possible, a minimum of three (3) should be from local suppliers or social enterprises.  Or appointment of a Local Authority Trading Company (LATC) in accordance with PA2023 where best value can be demonstrated.	Yes, where over £25k estimated contract value and 'open market'.  No, where under £25k or closed exercise. (i)	Yes, where over £25k estimated contract value.  Optional, where under £25k estimated contract value.  (i)	Minimum five (5) working days between £10,000 - £24,999.  Minimum ten (10) working days between £25,000 - £99,999.	Standard or Bespoke Form of Contract, or framework order form. Contracts in the form of Deeds must be executed by Legal Services.	Officers must use the electronic Quotations Pack via the Council's e-tendering system for contract values £25,000 - £99,999	Director or authorised deputy	Endorsed/ Signed by Director or authorised deputy
<b>Below £10,000</b>	Budget holder	Use of corporate contract or demonstrable value for money	(i) Not Required (ii) Not Required	(i) Not Required (ii) Not Required	Not Applicable	Purchase Order terms & conditions, framework order form or supplier official order form, or Council Procurement Card.	N/A	Authorised by Budget Holder	Authorised by Budget Holder
<p><b>Note 1 – Where PA2023 thresholds are not exceeded, a minimum of five (5) competitive tenders must be sought or the tender advertised on the Central Digital Platform</b></p> <p><b>Note 2 – Framework agreements need approval by the relevant Procurement Panel or Procurement Board only, based on the total estimated/potential expenditure. Cabinet Approval will also be required for each individual Contract placed against a framework agreement where the annual value is £1,000,000 or over.</b></p>									



**Governance process for Health Care Services under the Provider Selection Regime**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
Financial Value (per Contract) for Governance	Approval to Procure	Minimum Process	Advertising opportunity on Find a Tender	Advertising award on Find a Tender	Minimum Tender/Quote Timescales	Contract Terms	Opening of tenders	Authority to Award Contract	Contract Signing
<b>£1,000,000 and above</b>	Procurement Board. In addition, unless acting within approved budgets, Cabinet where the Contract Value (not estimated framework value) is £1m and above per annum basis	The most appropriate provider selection process in accordance with the Health Care Services (Provider Selection Regime) Regulations 2023. The default position for new and re-procured services is that of the Competitive Process.	Direct Award A - No	Direct Award A - Yes	Where utilising the Competitive Process, a minimum of fifteen (15) working days.	Standard or Bespoke Form of Contract. Where contracts are in the form of Deeds, they must be sealed by Legal Services. Contracts over £1,000,000 will need to be in the form of a Deed	Electronic tenders via the Council's e-tendering system	If within approved tolerance agreed at Column 2, e.g., <10% above estimated price, or report back to the relevant body in Column 2 for approval	£1m and above - Monitoring Officer or authorised deputy
			Direct Award B - No	Direct Award B - Yes					
<b>Up to £999,999</b>	Procurement Panel		Competitive Process - Yes	Competitive Process - Yes		Standard or Bespoke Form of Contract. Contracts in the form of Deeds must be executed by Legal Services.			£10,000 to £99,999 – Endorsed/signed by Director or authorised deputy
<p><b>Note 2 – Framework agreements need approval by the relevant Procurement Panel or Procurement Board only, based on the total estimated/potential expenditure. Cabinet Approval will also be required for each individual Contract placed against a framework agreement where the annual value is £1,000,000 or over.</b></p>									

### 3. Financial Thresholds for Procedure

<b>Contract Procedure Rules (CPRs)</b>	
<b>Quick Reference Guide Table – Financial Thresholds</b>	
<b>Above PA2023 thresholds (Note 2 below)</b>	
£4,327,500+ (£5,193,000 including VAT)	Competitive tenders in compliance with the Procurement Act 2023 required for Works, and Concession contracts.
£552,950+ (£663,540 including VAT)	Competitive tenders in compliance with the Procurement Act 2023 required for Supplies and Services contracts that are deemed to be Light Touch contracts.
£173,100+ (£207,720 including VAT)	Competitive tenders in compliance with the Procurement Act 2023 required for Supplies and Services contracts.
<p><b>Form of Contract:</b> Contracts for £999,999 or less in value can be signed for and on behalf of the Council under hand by Directors and Heads of Service.</p> <p>As a general rule, any works contract and high value contract with a value equal to or exceeding £1,000,000 which are to be expressed to be executed as deeds must either be:</p> <ul style="list-style-type: none"> <li>• made under the Council's seal attested by the Monitoring Officer or authorised signatory; or</li> <li>• signed by at least two officers of Legal Services duly authorised by the Monitoring Officer</li> </ul>	
<b>Below PA2023 thresholds</b>	
£100,000 – up to PA2023 thresholds as listed above (relevant to spend type, e.g., Goods, Services, Works, Concessions)	<p>At minimum of five (5) potential suppliers, should be invited to tender. Where possible those invited to tender should include at least three (3) local suppliers i.e., office based within CV1-CV6 postcodes.</p> <p>Or MUST be advertised on the Central Digital Platform. Refer to Appendix 4 for legislative notice information.</p> <p>Or direct appointment of a Local Authority Trading Company (LATC) in accordance with PA2023 where best value can be demonstrated.</p>
£10,000 - £99,999	MUST use corporate contracts where one exists.

**Part 3G –Contract Procedure Rules**

	<p>Competitive quotations            £10,000 and up to £24,999 - a minimum of five (5) verbal quotations (which must be confirmed by email) must be sought - quotation pack use is optional.</p> <p>£25,000 and up to £99,999 - a minimum of five (5) quotations MUST be requested in writing using quotation pack (via the Council’s e-tendering system with option to publish on the Central Digital Platform. Where possible those invited to tender should include at least three (3) local suppliers i.e., office based within CV1-CV6 postcodes.</p> <p>Or direct appointment of a Local Authority Trading Company (LATC) in accordance with PA2023 where best value can be demonstrated.</p>
Below £10,000	<p>Must use corporate contracts where one exists or show value for money.</p> <p>All contracts valued at £5,000 or above must be included on the Contracts Register in accordance with the Local Government Transparency Code.</p>
Health Care Services (Provider Selection Regime) Regulations (no threshold)	<p>Must use corporate contracts where one exists.</p> <p>Must follow provider selection processes outlined in the Regulations.</p> <p>Must follow corporate guidance and governance process in accordance with these CPRs.</p>
<b>Note 3: PA2023 Thresholds</b>	<p><b>PA2023 Thresholds are revised every 2 years on 1st January. Figures quoted above for Works and Concessions (£4,327,500 plus VAT), Light Touch Regime Services (£552,950 plus VAT) and Supplies and Services (£173,100 plus VAT) are applicable from 1st January 2026 – 31st December 2027.</b></p>

3.1. The Director responsible for Legal and Procurement Services and the Director for Finance and Resources (if they are not the same officer) or their authorised deputy, subject to conditions, may authorise a contract as an exception to the CPRs if the works or goods/services are below PA2023 thresholds. An exception cannot be granted where a breach of any UK legislation would be incurred.

**4. Objectives**

4.1. The CPRs exist to achieve the aims set out below and to assist and protect the interests of the Council and individual Officers.

- 4.2. It is important that they are viewed as **an aid to good management and not as a hindrance**. Followed properly, they provide protection for Officers against criticism and support good procurement practice.
- 4.3. Officers must be able to demonstrate that they followed procedure or had obtained the necessary authority for not doing so, in order to:-
- ensure value for money is obtained;
  - ensure probity in the award of Council contracts;
  - ensure fairness, equity, openness and transparency in the treatment of contractors/suppliers in particular SMEs;
  - ensure that procedures for placing contracts/orders comply with legislation;
  - ensure records are kept which demonstrate compliance with CPRs.

## 5. **Scope of CPRs**

- 5.1. All purchases and contracts made in the name of and binding the Council must comply with these CPRs, and also any contract that involves income to the Council. This includes contracts where the expenditure is grant aided by a third party. These rules also apply to a company which is owned or controlled by the Council or is funded by public money. Any arrangement where the Council pays or receives money or equivalent value, other than a contract to employ staff, must comply with these Rules. This includes contracts for:
- (a) buying and selling goods;
  - (b) any work being carried out;
  - (c) services (including financial and consultancy services);
  - (d) hire, rental or lease (of goods)
  - (e) concession agreements
- 5.2. To receive and deal with expressions of interest (through the Procurement Board or the Panels as appropriate) from relevant bodies in providing or assisting in providing a relevant service on behalf of the Council in accordance with Part 5, Chapter 2 of the Localism Act 2011 and to consult with the relevant Cabinet Member on each expression of interest that is received.

**6. Compliance**

- 6.1. Every contract entered into on behalf of the Council must comply with these CPRs and all relevant UK legislation.
- 6.2. The only areas excluded from these Rules are:
- (a) Internally recharged services;
  - (b) Schemes where the Council has delegated a function to a third party to perform and where a contract makes separate provision for procurement rules
  - (c) Test purchasing in the course of an Officer's duty. (e.g. Trading Standards).
  - (d) Land transactions
  - (e) Property transactions
  - (f) Grants
- 6.3. All contracts must be in writing. Except in an emergency situation which has been approved by the Head of Legal and Procurement Services (or in their absence, the Deputy Head of Procurement), contracts under £100,000 in value must be made on an official Council Form of Agreement or standard form of contract, as appropriate, approved by a designated Authorising Officer, with the Council's standard terms of trading endorsed or referred to. For works contracts, one of the standard forms of contract, such as the NEC, JCT or ICE forms may be appropriate. The Legal and Procurement Services Team, in consultation with Legal Services, will advise on other suitable forms of contract.
- 6.4. Responsibility for compliance with CPRs remains at all times with Council officers. Directors and the Head of Legal and Procurement Services will be responsible for monitoring compliance against these rules, aided by internal or external audits or inspections which will be carried out as appropriate.
- 6.5. See Rule 8 regarding approvals required before a Relevant Procedure (as defined in Rule 8.1.1) may be commenced.

**7. Justification of Need**

- 7.1. Before any Relevant Procedure (as defined in Rule 8.1.1) is commenced consideration must be given to:

- (a) whether the expenditure is really necessary, and/or can demonstrate benefit to residents or the Council;
- (b) whether a critical review has been carried out to identify if the requirement can be met from within existing resources or whether it is being funded through grants or other approved income sources;
- (c) the revenue consequences of any capital investment;
- (d) the national priorities contained within the National Procurement Policy Statement; and
- (e) in any case, whether the necessary approvals in Rule 8 have been obtained.

**8. Approvals Required before Certain Relevant Procedures are Commenced**

8.1. Rule 8 applies to any Relevant Procedure:

8.1.1. Relevant Procedure: means any procedure conducted by or on behalf of the Council for the genuine purpose of the Council (alone or with others) entering into a contract for the purchase of goods, services and/or works, subject to the following:

- (a) This shall include (without limitation), the seeking of quotations, the conduct of any tender exercise via the Open or Competitive Flexible Procedure, including those as prescribed under the Provider Selection Regime, the conduct of any direct award or mini-competition exercise under a framework agreement, the making of a purchase under a dynamic market or off an approved list (or the like).
- (b) This shall not include any genuine exercise to research market conditions (including without limitation, any soft market testing or benchmarking exercise) which is not in itself genuinely intended to directly result in the Council entering into a contract for the purchase of goods, services and/or works or concession arrangement.

8.1.2. This Rule 8 only applies to conduct involving Council members and its officers and does not apply as between the Council and the public at large. Accordingly (and without limiting the implications of this), non-compliance by the Council or by any of its members or officers with all or any part of this Rule 8 shall not in itself result in any of the following:

- (a) Any act by or on behalf of the Council resulting from that non-compliance being invalid for any reason (including without limitation, any assertion that the Council has acted beyond its powers).
- (b) Any member of the public (including any person to who takes part in a Relevant Procedure which is conducted in breach of this Rule 8) having any claim of any kind whatsoever against the Council, including any claim for compensation.

8.2. Requirements before a Relevant Procedure may be commenced:

8.2.1. All of the following, to the extent relevant, and without limiting other requirements elsewhere in the Council's Constitution but subject to the exceptions in Rule 8.5 must be completed before a Relevant Procedure may be commenced:

- (a) The expenditure must be within approved budget and policy framework which has been approved by Members.
- (b) The use of expenditure must have been approved by the Procurement Board (or on the Procurement Board's behalf by the Procurement Panel where relevant) in accordance with Rule 8.3.
- (c) Where the Relevant Procedure is a sensitive matter (see Rule 8.4), the Procurement Board shall consider and give its approval or delegate the approval to the Procurement Panel.

8.3. Delegation by the Procurement Board of the task of considering whether to approve a prospective Relevant Procedure for the purposes of Rule 8.2(b).

8.3.1. The Procurement Board may (but shall not be obliged to) delegate that task to Procurement Panel (or any other relevant subcommittees the Procurement Board has in place from time to time), **but only if both of the following conditions** apply to the prospective Relevant Procedure under consideration:

- (a) The reasonably estimated total value of the contract or contracts for goods, services and/or works expected to be entered by the Council at the conclusion of the Relevant Procedure (whether under a single contract, as aggregated under a framework agreement across its full term, across two (2) or more lots contained in the same Relevant Procedure, or as aggregated under a series of reasonably connected contracts) is **less than** £1,000,000 (one million pounds). Where there is reasonable doubt about whether the value is to exceed that figure, there

shall be a presumption for the purposes of this Rule 8.3 (a) that it does exceed that figure; **and**

(b) The Relevant Procedure is **not** a sensitive matter (see Rule 8.4).

8.3.2. Any of the following may constitute a ‘sensitive matter’ for the purposes of this Rule 8 but the Procurement Board or Procurement Panel will make the decision.

(a) There is a significant risk (on a reasonable view) that the Relevant Procedure (and/or any purchase of goods, services and/or works resulting from it) will create serious adverse publicity for the Council.

(b) Under the proposed contract for the purchase of goods, services and/or works expected to result from the Relevant Procedure, the Council would be required to deal with a particular supplier or provider on an exclusive basis.

8.4. Exceptions to obtaining any of the approvals required in Rule 8: only with the written consent of the Director responsible for Legal and Procurement Services and the Director of Finance and Resources (if they are not the same person).

## **9. The Procurement Board and Procurement Panel**

9.1. Composition of the Procurement Board:

(a) Appointment and removal of Procurement Board members: from time to time in accordance with its approved terms of reference and its members must include the Director for Finance and Resources, a minimum of two (2) Directors and the Head of Legal and Procurement Services.

(b) How the Procurement Board is to conduct itself: as determined by the Procurement Board’s Terms of Reference, acting reasonably and in good faith, and in any case, lawfully.

(c) The Procurement Panel shall include Directors, Head of Function and other officers of the Council appointed or removed in accordance with its approved terms of reference.

9.2. The Procurement Board shall have the following powers:

(a) To determine whether to approve or refuse any proposed Relevant Procedures which it has not otherwise delegated according to Rule 8.3;



- (b) To monitor compliance with contract rules and monitor spend and contracts; to achieve savings;
- (c) The status of the Procurement Panel in place from time to time shall be as a sub-committee of the Procurement Board;
- (d) To establish and dissolve the Procurement Panel or similar sub-committee;
- (e) To establish the composition of members of the Procurement Panel or similar sub-committee, including appointment and removal of members, including any substitutes;
- (f) The conduct of the proceedings of the Procurement Panel or similar sub-committee from time to time;
- (g) Any act of the Procurement Panel or similar sub-committee (including any approval or refusal of a Relevant Procedure) shall be regarded as if it were the direct act of the Procurement Board itself;
- (h) To deal with expressions of interest from a relevant body exercising the right to challenge for a relevant service under Part 5, Chapter 2 of the Localism Act 2011;
- (i) To provide an annual report on the activities of the Procurement Board and Procurement Panel to Cabinet Member Portfolio Holder and to the Audit and Procurement Committee; and
- (j) The Director of Finance and Resources has the power to vary the terms of reference of the Procurement Board and Procurement Panel.

9.3. The Procurement Panel shall have the following powers:

9.4. (a) (b) (e) (g) (h) and (i) detailed in Rule 9.2.

## **10. Exceptions to CPRs**

10.1. An exception to the CPRs is a permission to let a contract without complying with one or more of the Rules. An exception to CPRs may be granted subject to conditions. An exception cannot be granted where a breach of any UK legislation would be incurred.

10.2. Any Director may grant an exception to these CPRs where the value is below £100,000, except for contracts captured by the Provider Selection Regime. Any exception to CPRs of £100,000 and above (and up to PA2023 thresholds) will need the approval of the Director

responsible for Legal and Procurement Services or his/her authorised deputy who may grant an exception to these CPRs. Applications for exceptions must be made in writing to the appropriate Director and include the exception rule that is requested and the justification for the exception. All Directors granting an exception or exceptions will notify Legal and Procurement Services of all exceptions granted at a frequency to be determined by the Director responsible for Legal and Procurement Services.

- 10.3. The Director responsible for Legal and Procurement Services will keep a register of all exceptions to CPRs, which shall be available by appointment for inspection by members of the Council and the public. An annual report on exceptions granted in the previous financial year will be presented to the Procurement Board.
- 10.4. An application for an exception to CPRs to allow a contract to be let without genuine competition will not be granted without a cogent reason. A lack of time caused by inadequate forward planning is not a cogent reason and will not permit an exception to CPRs. If an application is granted, the Director responsible for the contract must demonstrate that the price obtained is not in excess of the market price and that the contract represents best value for money.
- 10.5. Where an exception has been granted in line with these rules, a further exception must be sought if the value of the original exception has been exceeded **or** the time period granted for the exception has elapsed.
- 10.6. An exception to the requirements to follow the tender or quotation procedure may be granted in the following circumstances:
  - (a) an unforeseeable emergency involving danger to life or health or serious damage to property, in which the work, goods or services are required more urgently than would be possible if the tender or quotation procedure were followed;
  - (b) for justifiable technical reasons, the works, goods or services can be obtained from only one supplier;
  - (c) acquiring goods or services from a different supplier would result in incompatibility with existing goods or service or disproportionate technical difficulties;
  - (d) the proposed contract is an extension to or variation of, the scope of an existing contract, if permitted by the public procurement legislation i.e. below the required threshold, unless the existing contract provides for an extension;

## Part 3G –Contract Procedure Rules

- (e) there is a need to develop and influence the market by extending the range and provision of services, provided the contract is for a fixed term of no more than three years;
- (f) it is necessary to enable the continuation of a new service, development of which was initially grant-aided, provided the contract is for a fixed term of no more than three years;
- (g) when a grant from a public body includes a recommendation as to the supplier or is time limited;
- (h) in furtherance of the Council's social enterprise policy, or other economic development aims, subject to the prevailing financial support limits for this type of activity and without breaching public procurement rules;
- (i) if there are exceptional circumstances in which it would not be in the Council's best interests to follow the tender or quotation procedure or another Contract Procedure Rule.

10.7. An exception to Contract Procedure Rules is granted and separate authorisation is not required in the following circumstances:

- (a) placing an order against a contract/framework agreement let by another Public Body where contracts have been let to allow collaboration, e.g., Eastern Shires Purchasing Organisation (ESPO), Central Buying Consortium (CBC, Buying Solutions, etc.), where the value is below £100,000. If £100,000 or above, approval should be sought via the Procurement Panel or Procurement Board;
- (b) as part of a partnering contract that contemplates a series of contracts with a single supplier;
- (c) legislation requires the Council to let a contract differently from these Contract Procedure Rules;
- (d) value for money can be achieved by the purchase of second hand/used vehicles, plant or materials
- (e) the purchase of works of art, museum artefacts, manuscripts, archive collection items or the services of artistic and cultural performers;
- (f) Residential Placements for an individual with a registered care provider of their choice under the Care Act 2014; and

- (g) for decision making on utilities contracts. Due to the volatile nature of utilities markets and the need for expedient decision making, authority has been delegated through the approval of these Rules to the Director responsible for Legal and Procurement Services in consultation with the Director for Finance and Resources. If the Director for Finance and Resources is also the Director responsible for Legal and Procurement Services, then the decision will be made by the Director for Finance and Resources in consultation with the Chief Executive or his nominated representative. All utilities contracts will be let through Legal and Procurement Services and in line with the procedures dictated by the Head of Legal and Procurement Services.

**11. Valuation of Contracts and Aggregation of Requirements**

- 11.1. The Director responsible for each contract must record an estimated value for the contract before any offers are sought.
- 11.2. The total value of the contract is the total amount that the Council expects to pay for the contract includes the following:
  - (a) the value of any goods, services or works provided by the Council 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
  - (e) Amounts representing prizes or payments that could be payable to participants in the procurement.
- 11.3. In estimating the value of a contract, the Council must take into account all of the facts which are material to the estimate and available to the Council at the time is makes the estimate.
- 11.4. In estimating the value of a framework, the Council must estimate the value as the sum of the estimated values of all the contracts that have or may be awarded in accordance with that framework.
- 11.5. In estimating the value of an open framework, the Council must estimate the value as the sum of all frameworks awarded, or to be awarded, under the Open framework.

- 11.6. In estimating the value of a Concession contract, the Council must estimate the value as the maximum amount the supplier could expect to receive under or in connection with the contract including, where applicable, amounts already received.
- 11.7. Where it is not possible to estimate the value of a contract in accordance with Schedule 3 of the Procurement Act 2023, the Council is to treat the contract as having been estimated to be of an amount of more than the threshold amount for the type of contract.
- 11.8. Contracts for the same works, goods or services must not be split into smaller, separate contracts to avoid compliance with these CPRs or the Procurement Act 2023.

**12. Duties of Directors and the Head of Legal and Procurement Services**

- 12.1. The Director is responsible for ensuring that all expenditure involving procurement activity complies with the CPRs and is responsible for ensuring that contracts within his/her division are managed and operated within the terms of the contracts themselves.
- 12.2. The Head of Legal and Procurement Services is responsible for maintaining a register of contracts and for providing an up-to-date copy of the register. Contracts in excess of £5,000 total contract value shall be added to the Contracts Register, which is to be published on the Council's website in accordance with the Local Government Transparency Code. Directors responsible for entering into contracts for £5,000 or more must notify the Director responsible for Legal and Procurement Services of contracts entered into at a frequency determined by the Director responsible for Legal and Procurement Services.
- 12.3. As soon as practicable after the Council's budget has been set and in any event before the end of March in each financial year, the Director must notify the Head of Legal and Procurement Services of all contracts (including their values) that his/her division plans to enter into during the following financial year.
- 12.4. The Director must use corporate contracts, where they are in place. To do otherwise would be unlikely to give value for money for the Council and may be in breach of the Procurement Act 2023.
- 12.5. If there is an in-house service available that operates as a trading unit, the Director must consider, in accordance with Value for Money principles, whether that service should be used or whether a contract should be let to an external provider, although all resource

implications (e.g. TUPE implications and/or redundancies for directly employed staff), must be considered as part of the best value assessment.

**13. Selection of Procurement Route**

13.1. When selecting the most appropriate procurement route to secure value for money, the Director, in consultation with the Head of Legal and Procurement Services, shall adhere to the following principles:

- (a) All practical options for contract packages and methods of procurement should be analysed and evaluated, with the object of selecting the option that most effectively ensures value for money is achieved. The preferred option must provide full, fair, transparent and open competition and be identified as the most advantageous bid.
- (b) The scope of contract packages should take into account cross-cutting themes and outcomes identified by strategic, policy and service reviews. Stakeholders within and outside the Council should be consulted about service standards and specifications and investigation of the market undertaken. Performance under any current contract should be appraised and prospective performance considered in the light of consultations and investigations.
- (c) The Council is not required to conduct preliminary market engagement. However, preliminary market engagement is beneficial to the Council and the market in preparing for the procurement and developing the requirement. Where preliminary market engagement is to be undertaken, the Head of Legal and Procurement Services shall ensure that the necessary Preliminary Market Engagement Notice is published in accordance with the Procurement Act 2023.
- (d) The contract package should seek to stimulate diversity and innovation, enhance choice for service users and attract new suppliers.
- (e) Partnerships between the public, private and voluntary sectors should be sought, which demonstrate a shared commitment to objectives that benefit users of the Council's services.
- (f) Consideration of reducing and/or removing barriers to entry in the procurement process for SMEs, VCSEs and start-ups.

**14. Authority to Enter into a Contract**

- 14.1. Officers may only enter into a contract if authority is delegated to them or by specific decision of the Council, the Cabinet or Cabinet Member or Procurement Board or Procurement Panel.
- 14.2. Unless an officer has been given authority to enter into a contract, all contracts involving capital expenditure must be authorised by a specific decision of the Cabinet or a Cabinet member.
- 14.3. Unless an officer has been given authority to enter into a contract, all contracts involving revenue expenditure must be authorised by a specific item in the approved revenue budget for the relevant year. A specific item in the approved revenue budget is deemed to be an authority for the relevant Director to enter into a contract up to the value estimated.
- 14.4. All contracts will be let with the involvement of Legal and Procurement Services in consultation with service users and technical experts.

**See Appendix 1 for Governance Flowchart**

**15. Specifications**

- 15.1. The Director, in conjunction with the Head of Legal and Procurement Services, must ensure that an appropriate specification is prepared for every contract, which sets out clearly the Council's requirements with regard to the works, goods or services to be supplied.
- 15.2. The Director, in conjunction with the Head of Legal and Procurement Services shall ensure that specifications do not unnecessarily narrow the competitive pool of suppliers, and suppliers are treated equally.
- 15.3. Where applying standards applicable to the goods, services or works, the Director shall ensure that the specification is clear when referring to UK standards that if it is considered that equivalent standards from overseas have been satisfied, this will be treated as having satisfied the UK standard.
- 15.4. Specifications should incorporate measurable and, so far as is possible, objective quality and performance criteria (Key Performance Indicators or clearly defined milestones/deliverables) to enable the contract to be monitored and managed and should build in a capacity for flexibility and innovation, to secure sustained improvements and the ability to meet changing local and national circumstances.

- 15.5. Where appropriate, specifications should identify and allocate the risks inherent in the contract.
- 15.6. If a contract may involve the transfer of employees (from the Council to a contractor or from one contractor to another), the tender documents should, if the contractor has assured confidentiality of personal information, include all relevant information relating to those employees.
- 15.7. The Director must obtain all necessary professional and technical advice and assistance in preparing a specification, to ensure a comprehensive document that expresses the Council's requirements and protects its interests. Consultants or other third parties who assist in the preparation of a specification must not be invited to tender or quote for the contract.

**16. Contract Procedures**

- 16.1. If a corporate contract is in place for the supply of any works, goods or services, the Director must place orders under that contract. Legal and Procurement Services publishes data to enable Directors to order from corporate contracts.
- 16.2. The Director in conjunction with the Head of Legal and Procurement Services must establish whether the public procurement legislation or the Provider Selection Regime applies to a proposed contract. If in doubt, Legal Services will advise whether either legislation applies. When public procurement legislation does apply, the Director/ Head of Legal and Procurement Services must use the Open procedure or the Competitive Flexible procedure unless Legal & Procurement Services agree to the use of a Direct Award procedure. Where the Provider Selection Regime applies to a proposed contract, the Director/Head of Legal and Procurement Services must use one of the provider selection processes in accordance with the Provider Selection Regime guidance. In order to drive competitive procurement and value for money on all contracts, the default position of the Council is that a competitive procedure must be adopted.
- 16.3. The Head of Legal and Procurement Services will place all notices relating to contracts on the Central Digital Platform where applicable and will ensure compliance with all applicable laws and regulations relating to the Council's procurement activities.
- 16.4. The Director need not obtain competitive quotations for contracts of less than £10,000 in value but must demonstrate in any event that the Council is receiving value for money. All contracts entered in to at £5,000 or more must be added to the Contracts Register and published in accordance with the Local Government Transparency



Code.

**17. Invitation to Formal Tender**

- 17.1. If the public procurement legislation applies to a contract, the selection of suppliers to be invited to tender for the contract must follow the requirements of that legislation.
- 17.2. Prior to the publication of the relevant Tender Notice or Transparency Notice, the Head of Legal Services shall ensure that the appropriate conflict assessment has been prepared and that it is maintained/revised accordingly until such time that the Council enters in to contract.
- 17.3. If the estimated total contract value for the procurement is between £100,000 and PA2023 thresholds, a minimum of five (5) potential suppliers must be invited to tender using the Council’s e-tendering system. Where possible those invited to tender should include at least three (3) local suppliers. The number of suppliers invited to tender should ensure full competition is achieved.
- 17.4. Where the Authorising Officer does not believe it possible to invite five (5) suppliers to tender, the Invitation to Tender must be published to the open market.
- 17.5. Where the Health Care Services (Provider Selection Regime) Regulations apply, the selection of suppliers to be awarded or invited to tender for the contract must follow the requirements of that legislation. No financial thresholds apply to the Provider Selection Regime.
- 17.6. Companies expressing an interest in being invited to tender in response to an advertisement, must satisfy the Council as to their legal, financial and technical capacity (including but not limited to their Health & Safety and Equal Opportunities policies) to undertake the contract by satisfying the conditions of participation of the procurement procedure used, in a form approved by the Head of Legal and Procurement Services.
- 17.7. The Head of Legal and Procurement Services shall be responsible for ensuring that an “Invitation to Tender” procedure – that demonstrates public sector best practice – is available and adhered to, at all times, ensuring that the award criteria, weightings and assessment methodology is stipulated in the Invitation to Tender documentation and Tender Notice, and is sufficiently clear, measurable and relates to the subject matter of the contract.

17.8. The Head of Legal and Procurement Services shall be responsible for ensuring that the appropriate Procurement Termination Notice is published on the Central Digital Platform in the event of an abandoned procedure unless exemptions apply.

**18. Opening Formal Tenders**

18.1. The information obtained at the opening of tenders is confidential to those involved in the opening process and those directly involved in evaluation of the tenders. Confidentiality must be maintained, and any breach reported to the Monitoring Officer.

18.2. The Council uses an *electronic tendering platform*. The tender opening process must be appropriate to the specific electronic software employed and its facilities for guaranteed receipt of tenders.

**19. The Quotation Procedure**

19.1. Where the Health Care Services (Provider Selection Regime) Regulations apply, the selection of suppliers to be awarded or invited to tender for the contract must follow the requirements of that legislation. No financial thresholds apply to the Provider Selection Regime.

19.2. Except for services which are captured by the Provider Selection Regime, where the contract value is £10,000 and up to £24,999, a minimum of five (5) verbal quotations (which must be confirmed by email) shall be sought and the use of the quotation pack is optional. Where the contract value is £25,000 up to £99,999, a minimum of five (5) quotations **MUST** be requested via the Council's e-tendering system using the quotation pack. Where possible those invited to quote where the contract value is between £10,000 and £99,999 should include a minimum of three (3) local suppliers.

19.3. The Authorising Officer must satisfy themselves as to the legal, financial and technical capacity of suppliers invited to quote to undertake the contract for the Council, through seeking appropriate in-house professional advice, and that they will provide value for money.

19.4. Five (5) or more suppliers must be invited to quote to ensure genuine competition. Where the Authorising Officer does not believe it possible to invite five (5) suppliers to quote, the Request for Quotation must be published to the open market.

19.5. The Head of Legal and Procurement Services shall be responsible for all procedural aspects of seeking quotations, ensuring that probity and proper public accountability standards are in operation. Monitoring shall be carried out periodically by either the internal or

external auditor.

**20. Reserving Competitions for Below-Threshold Contracts**

- 20.1. Directors may, in accordance with the Local Government (Exclusion of Non-commercial Considerations) (England) Order 2026, reserve competitions for below-threshold contracts (refer to Rule 3 Financial Thresholds for Procedure) relating to the supply of goods, services or works, frameworks and concession contracts.
- 20.2. Such reservations can be made for:
- (a) Businesses based within the local area or United Kingdom; and/or
  - (b) Small and Medium-Sized Enterprises (SMEs) and/or Voluntary and Community Social Enterprises (VCSEs)
- 20.3. The ‘local area’ is defined as the City of Coventry or the City of Coventry together with any areas of the counties bordering the City of Coventry. Where a joint procurement exercise is being undertaken with two or more Authorities, the local area is defined as the areas of the Authorities or the areas of the Authorities together with any areas of the counties bordering the relevant Authorities.
- 20.4. ‘Based within’ is defined by the Order as being “where that contractor is based or has established substantive business operations, not taking account of the location of the corporate ownership or control of the contractor”.
- 20.5. The option to reserve competitions for below-threshold contracts should be considered on a case-by-case basis and shall be made only where sufficient market intelligence exists in order to deliver value for money through a competitive procurement exercise, and not as a way to de facto directly award contracts.
- 20.6. In accordance with Rule 20.5, Directors - in conjunction with the Head of Legal and Procurement Services - shall ensure that a Preliminary Market Engagement Notice is published and market engagement held prior to the reservation of any below-threshold contracts in the subsequent Tender Notice.
- 20.7. Contracts that are subject to the Health Care Services (Provider Selection Regime) Regulations 2023 are not in scope of the Order.

**21. Acceptance of Formal Tenders and Quotations**

- 21.1. Where expenditure has been approved through the budget setting process, the Procurement Panel or Board has given approval to

proceed and these CPRs have been followed, the Procurement Board or Procurement Panel shall receive notification of the contract award.

- 21.2. Where the Health Care Services (Provider Selection Regime) Regulations apply, the appropriate provider selection process shall be followed. Where the Competitive Process is followed, contracts shall be awarded according to the basic selection criteria and key criteria of the Provider Selection Regime. The Procurement Panel/Board shall receive a written report of the contract award from the responsible officer seeking approval for such award where outside of the delegated authority granted at the approval to proceed stage. In extreme urgency the Head of Legal and Procurement Services may agree to a verbal report from the responsible officer with a written report being presented to Procurement Panel/Board within a calendar month. All papers/electronic files will be stored in line with the document retention policy.
- 21.3. When using the Provider Selection Regime, the criteria for evaluation must be set out in the invitation to tender or equivalent document depending on which procedure is used, in descending order of priority, with the weightings to be given to them. The criteria must also be set out in the required Tender Notice, Contract Award Notice and Contract Details Notice unless exemptions apply. Whole life and environmental costs may be included in criteria for evaluation.
- 21.4. Excluding services captured by the Provider Selection Regime, for contracts of £100,000 or more, contracts are to be awarded under the “most advantageous” criterion. The Procurement Panel/Board shall receive a written report of the contract award from the responsible officer seeking approval for such award where outside of the delegated authority granted at the approval to proceed stage. In extreme urgency the Head of Legal and Procurement Services may agree to a verbal report from the responsible officer with a written report being presented to Procurement Panel/Board within a calendar month. All papers/electronic files will be stored in line with the document retention policy.
- 21.5. Tenders or quotations must be evaluated on the basis of which is most advantageous to the Council. When using the PA2023, the criteria for evaluation must be set out in the associated tender or quotation documents, in descending order of priority, with the weightings to be given to them. The criteria must also be set out in the required Tender Notice, Contract Award Notice and Contract Details notices unless exemptions apply. Whole life and environmental costs may be included in criteria for evaluation.
- 21.6. The Head of Legal and Professional Services shall ensure that the appropriate assessment summaries are provided to tenderers,

informing them of the contract award outcomes at the conclusion of the procurement exercise.

**22. Electronic Tendering and Quotations**

- 22.1. The Head of Legal and Procurement Services is responsible for the procedure for these processes.
- (a) tenders and quotations over £25,000 must be invited electronically through the Council’s e-tendering system. Support must be found for suppliers that do not have access.
  - (b) invitations to tender and quotes submissions over £25,000 must be submitted electronically through the Council’s e-tendering system. Where electronic submissions have been approved by the relevant Procurement Officer to be made outside of the approved system (i.e., via email), submissions must be made before the official opening deadline.
  - (c) the procedure will also include arrangements for e-auctions.

**23. Amendments and Alterations to Tenders and Quotations**

- 23.1. Amendments to invitation to tender or Request for Quotation (RFQ) documents, made after the invitations have been sent out, must be clearly headed “Tender Amendment” or “Quotation Amendment” as appropriate and sent to all suppliers who have been invited to tender or quote. If there is more than one amendment, they should be numbered consecutively. Amendments should be sent out in sufficient time to allow suppliers to adjust their tenders or quotations as appropriate.
- 23.2. A supplier’s tender or quotation is its offer to the Council, which the Council may accept as it stands. Once a tender or quotation has been submitted, alterations will only be accepted through formal clarifications under the competitive process undertaken.
- 23.3. In all other situations, if a supplier attempts to alter their offer after the last date for receipt of tenders or quotations, they must be given the opportunity to stand by or withdraw their original offer. Correction of an obvious arithmetical error, which would reduce the price to be paid by the Council or increase the price to be paid to the Council, may be accepted.
- 23.4. Where performance specifications are used, a tender or quotation that is expressed to be conditional upon the Council’s acceptance of alterations to the specification or the terms and conditions of contract, may be treated as non-compliant and rejected. This does not prevent

the Council inviting variant bids (that is an invitation to submit an alternative bid that could then be considered as being to the Council's benefit provided that the condition applying to the mandatory reference bid is followed). If variant bids are invited, suppliers must be required to submit a mandatory reference bid based on the specification and terms and conditions included in the invitation to tender or invitation to quote, so that all bids may be compared fairly.

23.5. Where outcome-based specifications are used it will be for the bidder to decide the method of service delivery. Tenders or quotations will be evaluated fairly against published evaluation criteria.

23.6. A properly approved and compliant competitive process involving dialogue or negotiation will normally result in one or more Best and Final Offers as a result of negotiation with selected bidders. No alteration to the Best and Final Offer, in terms of outcomes or contract price, is permitted without the specific approval of the Monitoring Officer.

**24. Contract extensions**

24.1. Where extensions to contracts have been included in the original advert, tender documentation and contract, subject to Procurement Panel/Board approval, the extensions may be agreed; where performance is satisfactory and the original contract terms are to continue (including price variations in line with the original contract) through the issuing of a contract change note or variation schedule. The contract change note / variation schedule must be kept with the original contract in line with the document retention policy and must be signed by the officer who signed the original contract, or in their absence for whatever reason, by another officer authorised to sign the original contract.

24.2. For Contracts of £100,000 in value and over, or irrespective of value where captured by the Provider Selection Regime, these will be approved by Procurement Panel/Board as set out in Appendix 2.

**25. Contract Variations**

25.1. For contract variations, if a contract variation is proposed where the terms and conditions of the original contract will be changed, the Head of Legal and Procurement Services or relevant Panel/Board shall require a written report from the responsible officer requesting approval in line with Appendix 3 for acceptance, detailing the reasons for doing so, and clearly outlining the relevant legislative regime applicable and the satisfaction thereof. This shall be recorded in writing.

- 25.2. In relation to the procurement of goods, services and works, the Head of Legal and Procurement Services shall ensure that the Contract Change Notice is published prior to the variation being executed and becoming effective unless exemptions apply.
- 25.3. A contract change note will be issued and kept with the original contract documentation. All written reports will be stored in line with the document retention policy. If a contract is executed as a deed, a short supplemental deed may be drafted, and this will be dealt with on request to Legal Services.
- 25.4. Where a contract modification results in the revised total contract value exceeding £5m, the contract is known as a 'convertible contract' and is subject to the additional notice requirements found at 28.2 - 28.4.

**26. Form of Contract**

- 26.1. Legal Services will decide whether a contract is to be executed as a deed or under hand as a simple contract. As a general rule, any works contracts, and high value contracts equal to or exceeding £1,000,000 and which are expressed to be executed as deeds must either be:
- 26.1.1. made under the Council's seal attested by the Monitoring Officer or authorised signatory; or
- 26.1.2. signed by at least two officers of Legal Services duly authorised by the Monitoring Officer.
- 26.2. All contracts created as deeds must be made in accordance with the provisions of Rule 26.1 above, witnessed in accordance with the relevant provision of the Scheme of Functions Delegated to Employees by an Officer authorised to do so.
- 26.3. A contract executed as a deed is retained for twelve years to enable any action to be taken under it, if required
- 26.4. Contracts of up to £999,999 in value can be signed under hand for and on behalf of the Council by Directors and Heads of Service, or an authorised signatory.
- 26.5. Any contracts entered into on behalf of the Council which are being executed by electronic means (using an electronic execution software tool) shall be undertaken in accordance with the process set out in the Contract Execution Process.

**27. Social Value**

- 27.1. The Public Services (Social Value) Act 2012 and the National Procurement Policy Statement requires the Council to consider delivering Social Value through contracts. The Council encourages consideration of social value outcomes in all contracts, where it can be evidenced that it is relevant to the subject matter of the contract.
- 27.2. For those contracts that fall below the threshold, the approach should be to maximise outcomes where possible.
- 27.3. In order to ensure that the Council adheres to the Act and the National Procurement Policy Statement, the social value sought from a contract must be relevant and proportionate in respect of the proposed contract.

**28. Contract Administration and Management**

- 28.1. In relation to the procurement of goods, services and/or works and concession arrangements, the Head of Legal and Procurement Services shall arrange for publication of a Contract Details notice for contracts valued in excess of £25,000 no later than 30 days after contract award, if appropriate, and shall keep a register of the notified information, which shall be available for inspection by appointment by any Member of the Council, internal and external auditors and any member of the public.
- 28.2. In relation to the procurement of goods, services and works above £5m, the Head of Legal and Procurement Services shall ensure that the Contract Details Notice contains details of no less than three Key Performance Indicators in accordance with the PA2023 unless exemptions apply.
- 28.3. In relation to the procurement of goods, services and works above £5m, the Head of Legal and Procurement Services shall arrange for the publication of a redacted copy of the contract unless exemptions apply,
- 28.4. In relation to the procurement of goods, services and works above £5m, the Head of Legal and Procurement Services shall arrange for the publication of the Contract Performance Notice not less than once every twelve (12) months) unless exemptions apply.
- 28.5. In relation to the procurement of goods, services and works, the Head of Legal and Procurement Services shall arrange for the publication of the Contract Termination Notice (including through natural expiry) unless exemptions apply.



- 28.6. In relation to the procurement of health care services captured by the Provider Selection Regime, the Head of Legal and Procurement Services shall arrange for publication of a contract award notice for all contracts irrespective of value no later than 30 days after contract award and shall keep a register of the notified information, which shall be available for inspection by appointment by any Member of the Council, internal and external auditors and any member of the public.
- 28.7. The Head of Legal and Procurement Services shall be responsible for ensuring that a procedure on “Contract Administration and Management” is made available to all officers and partners managing contracts on the Council's behalf.

**29. Prevention of fraud and corruption**

- 29.1. All purchases, contracts and income covered by these rules must be let in line with the Council's Anti-fraud and Corruption Policy and Strategy and in line with the requirements of the PA2023 and Provider Selection Regime.
- 29.2. If an officer of the Council has a pecuniary interest in a contract or proposed contract, he/she must in accordance with Section 117 of the Local Government Act 1972 register the interest with the Monitoring Officer and declare it at any meeting at which the officer is present and the contract is discussed and thereafter leave the room and take no further part in the discussion.
- 29.3. If an officer of the Council has a personal or non-pecuniary interest in a contract or proposed contract, they must declare that interest to the Chief Executive or to their Director, as appropriate, as required by the Council's Code of Conduct for Employees and relevant employee policies.
- 29.4. If a Member of the Council has a disclosable pecuniary interest or other relevant interest in a contract as defined in the Code of Conduct for Elected and Co-opted Members, the member must take such action as is required by that Code.
- 29.5. A contract must be terminated immediately, and any losses to the Council arising from the termination recovered from the supplier, if the supplier, or anyone acting on their behalf:
- (a) offers or gives or agrees to give any member or officer of the Council any gift, benefit or consideration of any kind or value as an inducement or reward with regard to the contract; or
  - (b) commits any offence under the Bribery Act 2010 or section 117 of the Local Government Act 1972.

NOTE: A declaration to this effect must be contained in all invitations to tender or quote.

- 29.6. The attention of officers is drawn to the Council's Code of Conduct for Elected and Co-opted Members, Whistleblowing Policy, Disciplinary Policy and Procedures and the Code of Conduct for Employees and relevant employee policies. Non-compliance with these CPRs constitutes grounds for disciplinary action.
- 29.7. All of the requirements in Rule 29.1 to 29.6 above will apply to any third party acting on the Council's behalf in a contractual situation e.g. consultants and community representatives on evaluation panels.

**30. Freedom of Information Act 2000**

- 30.1. When entering into contracts the Council will refuse to include contractual terms that purport to restrict the disclosure of information held by the Council and relating to the contract beyond the restrictions permitted by the Act. Unless an exemption provided for under the Act is applicable in relation to any particular information, the Council will be obliged to disclose that information in response to a request, regardless of the terms of any contract.
- 30.2. When entering into contracts with non-public authority contractors, the Council may be under pressure to accept confidentiality clauses so that information relating to the terms of the contract, its value and performance will be exempt from disclosure. As recommended by the Information Commissioner, the Council will reject such clauses wherever possible. Where, exceptionally, it is necessary to include non-disclosure provisions in a contract, the Council will investigate the option of agreeing with the contractor a schedule of the contract that clearly identifies information which should not be disclosed. The Council will take care when drawing up any such schedule and be aware that any restrictions on disclosure provided for could potentially be overridden by obligations under the Act, as described in the paragraph above. Any acceptance of such confidentiality provisions must be for good reasons and capable of being justified to the Information Commissioner. When entering into the above contracts the Council will make it clear that these restrictions apply to sub-contractors also and that the Secretary of State has the powers to designate them as 'public bodies' for the purpose of making them comply with the Act.
- 30.3. The Council will not agree to hold information 'in confidence' which is not in fact confidential in nature. Advice from the Information Commissioner indicates that the exemption provided for in section 41

only applies if information has been obtained by a public authority from another person and the disclosure of the information to the public, otherwise than under the Act, would constitute a breach of confidence actionable by that, or any other person.

- 30.4. It is for the Council to disclose information pursuant to the Act, and not the non-public authority contractor. The Council will take steps to protect from disclosure by the contractor information that the authority has provided to the contractor (which would clearly be exempt from disclosure under the Act) by appropriate contractual terms. In order to avoid unnecessary secrecy, any such constraints will be drawn as narrowly as possible and according to the individual circumstances of the case. Apart from such cases, the Council will not impose terms of secrecy on contractors.
- 30.5. The Head of Legal and Procurement Services will be responsible for advising on the application of the Freedom of Information Act and contracts, in conjunction with the Council's Head of Information Governance, where circumstances arise that are not specifically covered by Council policy. He/she will also be responsible for updating procedure following any case law that materially amends or augments Council policy in this area.

**31. Management of Risk in Contracts**

- 31.1. For contracts of strategic importance, a risk register will be drawn up for the contract letting process. Once the contract is awarded, a risk register to cover the implementation and successful ongoing management of the contract will be drawn up by the Head of Service or authorised deputy. This risk register will be monitored in line with the corporate guidance on risk throughout the life of the contract.

**32. Impact of Other Legislation**

- 32.1. In addition to what has already been mentioned in these Rules, there is other legislation that may impact on the supplies, services and works required when following a contract tender or quotation procedure such as Health & Safety, Safeguarding, Modern Slavery, to name but a few. This legislation must be incorporated where relevant and appropriate. In particular, the Director must consider whether the contract needs to include, or be subject to, a Data Sharing Agreement where the nature of the contract services is such that personal data is likely to be shared.

**33. Definitions**

- 33.1. In these CPRs:

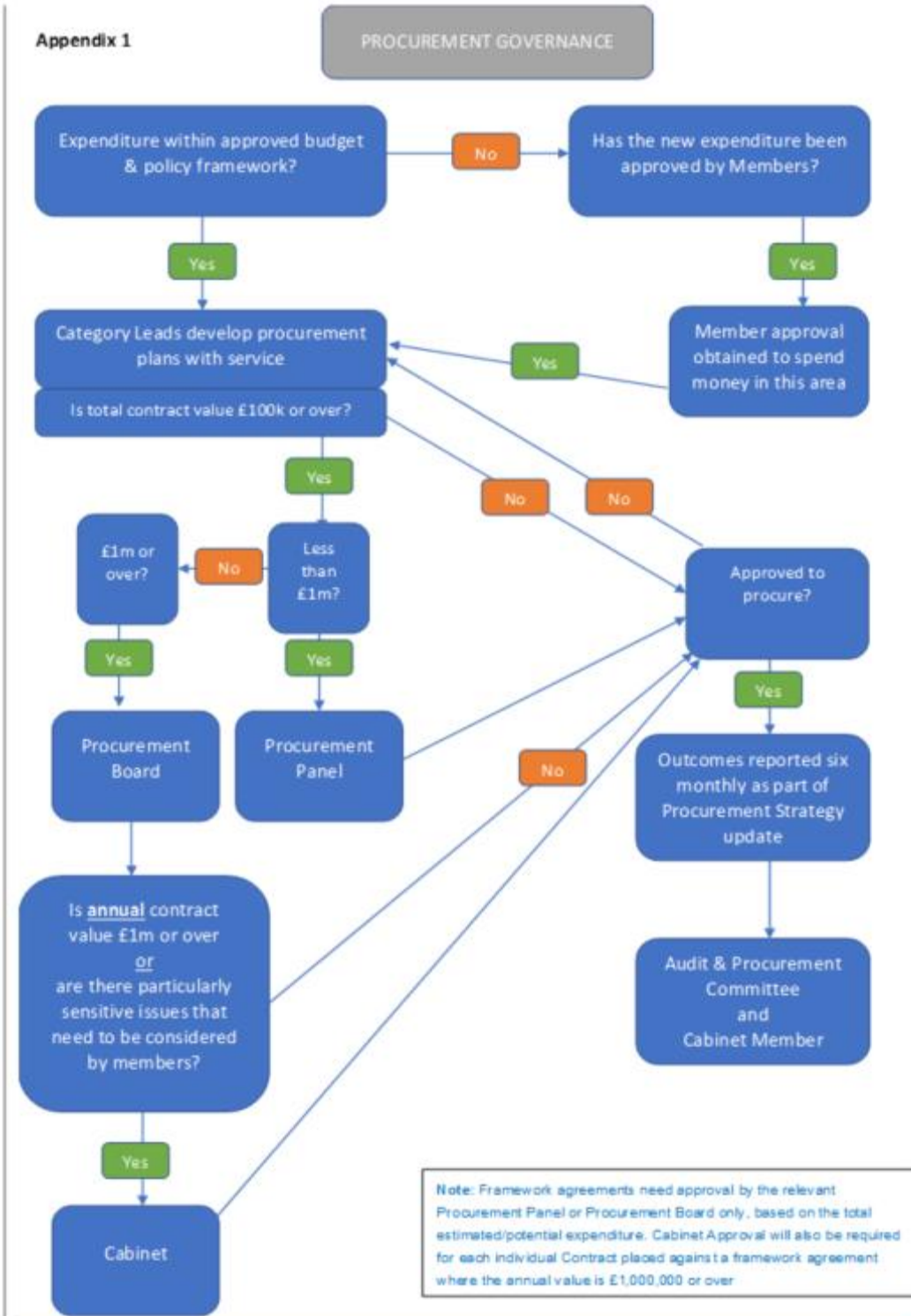
### **Part 3G –Contract Procedure Rules**

- Authorising Officer means: an officer authorised to approve the placement of orders or invoices for payment.
- Cabinet means: the Leader of the Council and the other members of the Council's Executive.
- Director for Finance and Resources means: the officer appointed under section 151 of the Local Government Act 1972.
- Contract means: the agreement between the Council and a contractor/supplier/provider for the supply of works, goods or services, or for any activity that generates income for the Council.
- Contractor means: a supplier or provider of works, goods or services to the Council.
- Contract change note means: the document that describes changes to the original contract which have been agreed by both parties.
- Contract package means: the scope for amalgamating like requirements/services currently operating at different parts of the organisation, to suit the supply market to achieve overall better value.
- Corporate contract means: a contract or framework agreement for the supply of works, goods or services to the Council e.g. for computer consumables, stationery, legal and financial services.
- Decision making body means: the body responsible for decisions in the described situation under the Council's Constitution.
- Framework Agreement means: an agreement between the Council and a contractor for the provision of estimated quantities of goods or services. This becomes a contract when an order for a specific quantity is placed either after further competition or through the most competitive source identified in the original tender.
- Head of Legal and Procurement Services means: the Head of Legal and Procurement Services or their authorised representative.
- Monitoring Officer means: the officer designated as such under Section 5 of the Local Government and Housing Act 1989 or their deputy.

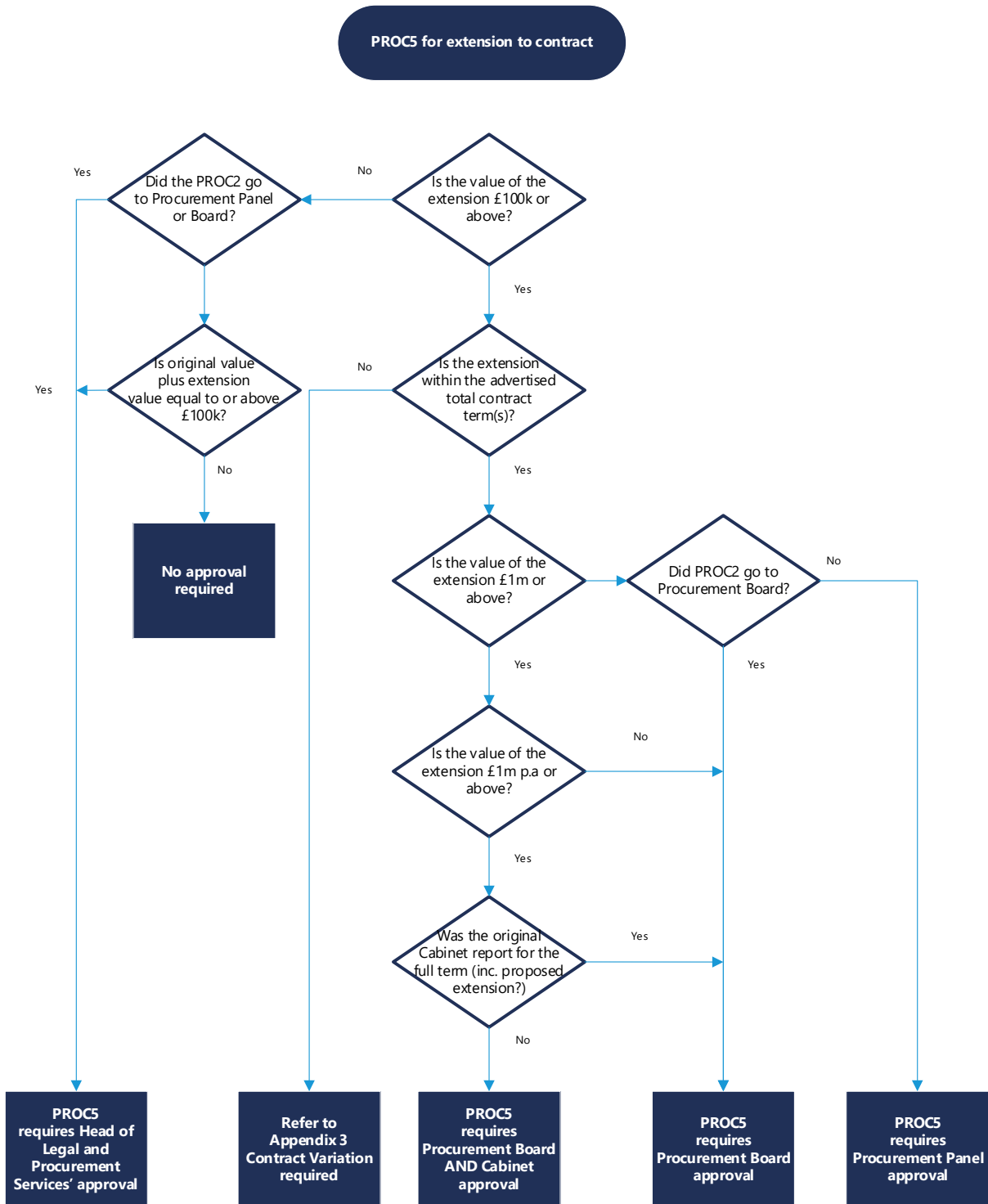
- Outcome based specifications means: a specification that describes the required outcomes through service delivery and leaves the method of delivery to the third-party provider.
- Panels means: Procurement Panel.
- Performance Specifications means: a specification that provides details of the methods to be adopted when delivering the requirements.
- Procurement Board means: the officer board responsible for all procurement decisions.
- Legal and Procurement Services means: the centralised legal and procurement service for Coventry City Council.
- Provider Selection Regime means: the Health Care Services (Provider Selection Regime) Regulation 2023, the legislation which governs the arrangement of health care services in England, introduced under the Health Care Act 2022. The Provider Selection Regime only applies to those services for healthcare services and public health services (as defined in section 1(1) of the National Health Service Act 2006:) which are arranged by NHS bodies and local government, provided directly to individuals or patients and have a direct impact in the prevention, diagnosis, and treatment of physical and mental illness.
- Public procurement legislation means: The Procurement Act 2023, UK legislation affecting public sector contracts and any amendment, re-enactment or replacement of any of them.
- Quotation means: an offer to undertake a contract of £10,000 or more but less than £100,000 in value.
- Right to challenge means: the right to challenge for services under Part 5 of the Localism Act 2011.
- Services contract means: a contract or framework agreement for the provision of services to the Council.
- Supplies contract means: a contract or framework agreement for the sale or hire of goods to the Council and includes, where appropriate, installation of goods.
- Tender means: an offer to undertake a contract of £100,000 or more in value.

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- TUPE Regulations means: the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any amendment, re-enactment or replacement of the same.
- Works contract means: a contract for the construction, repair or maintenance of a physical asset not defined as Services in the Procurement Act 2023.



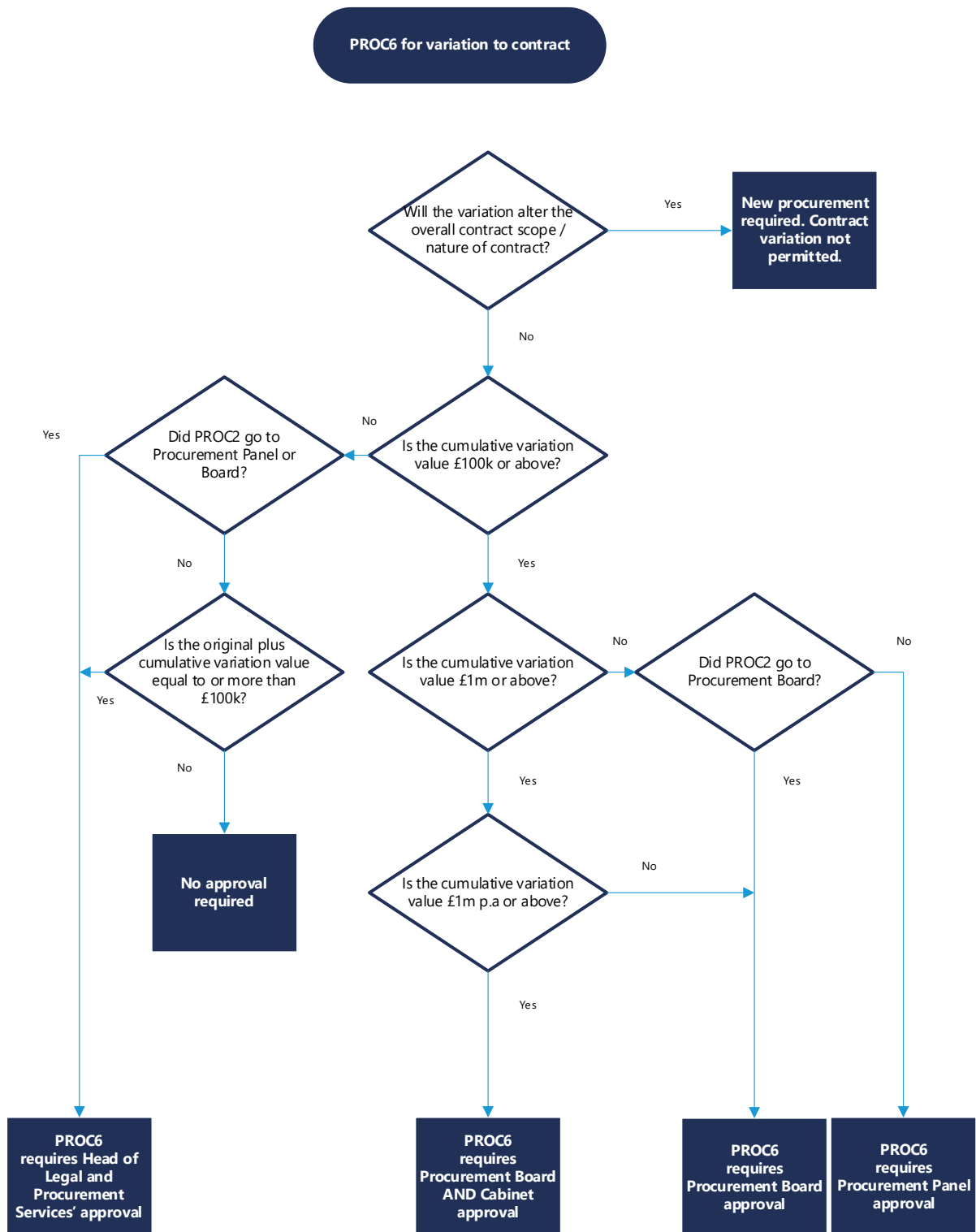
Appendix 2



**Note:**  
 PROC2 – Request for Permission to Procure  
 PROC5 – Request for Permission to Extend a Contract



Appendix 3



**Note:**  
 PROC2 – Request for Permission to Procure  
 PROC6 – Request for Permission to Vary a Contract

**Appendix 4 – Thresholds and exemptions for publishing notices**

<b>Notice Name</b>	<b>Threshold for Publication</b>	<b>Exemptions</b>
Preliminary market engagement notice	When intending to carry out or have already undertaken pre-market engagement for above threshold contracts (can be used voluntary for below threshold contract).	Private utilities
Planned procurement notice	When notifying the market in advance. A qualifying planned procurement notice can be used to reduce tender timescales for above threshold contracts.	N/A
Pipeline notice	Within the first 56 days of the financial year where the total procurement spend is above £100m p/a (including below threshold spend).  Include details of contracts over £2m.	Private utilities  Contracts awarded by transferred Northern Ireland (NI) authorities
Tender notice	When inviting a request to participate or tender.  Tender notice: above threshold contracts.  Below-threshold tender notice: contract above regulated below-threshold tender threshold.	Qualifying utilities dynamic markets (no requirement to publish the tender notice, just provided directly to existing members of the market)
Transparency notice	Before awarding an above threshold contract via direct award.	Direct award: user choice contracts
Contract award notice	Before awarding an above threshold contract (can be	Direct award: user choice contracts

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	used voluntary for below-threshold contract).	Defence and security contracts awarded under a defence and security framework
Contract details notice	<p>Within the 30 days following when a contract is entered into for above threshold and regulated below threshold contracts (120 days for light touch contracts).</p> <p>Where total value of the contract is over £5m, publish the contract documents and details of KPIs (unless exemption applies).</p>	<p>Private utilities</p> <p>Direct award: user choice contracts</p> <p>Contracts awarded by a devolved Welsh authority or transferred NI authority (unless it is awarded as part of a procurement under a reserved procurement arrangement)</p> <p>Contracts awarded under a devolved Welsh or transferred NI procurement arrangement - exempt from publishing contract documents only</p>
Contract payment notice	<p>Payment(s) of £30,000 or more, under an above threshold contract. Publish quarterly.</p>	<p>Contracts awarded by a private utility</p> <p>Concessions contracts</p> <p>Contracts awarded by a school</p> <p>Contracts awarded by a transferred NI authority or under a NI procurement arrangement (unless it is awarded as part of a procurement under a reserved procurement arrangement or</p>

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		devolved Welsh procurement arrangement)
Contract performance notice	<p>Contracts over £5m with KPIs set: publish KPI scores at least annually.</p> <p>All public contracts: in the event of poor performance/breach of contract: publish within 30 days of the event</p>	<p>Private utilities - exempt from both</p> <p>Light touch - exempt from both</p> <p>Concession contracts - exempt from publishing KPIs only</p> <p>Framework contracts - exempt from publishing KPIs only</p>
Contract change notice	<p>Above threshold contracts before a qualifying modification takes place.</p> <p>Convertible contracts before a qualifying modification takes place.</p> <p>Contracts over £5m: publish copy of modified contract or contract modification.</p>	<p>Defence and security contracts</p> <p>Private utilities</p> <p>Light touch contracts</p> <p>Contracts awarded by a transferred NI authority (unless it is awarded as part of a procurement under a reserved procurement arrangement or devolved Welsh procurement arrangement) or under a transferred NI procurement arrangement</p> <p>Contracts awarded by a devolved Welsh authority or a devolved Welsh procurement arrangement (unless it is awarded as part of a procurement under a reserved</p>

**Part 3G –Contract Procedure Rules**

		procurement arrangement) exempt from publishing the modified contract only
Contract termination notice	Above threshold contracts (can be used voluntary for below-threshold contract) when the contract terminates/ends.	Private utilities Direct award: user choice contracts
Procurement termination notice	Above threshold contracts (can be used voluntary for below-threshold contract) when required	Private utilities.
Dynamic market notice	When advertising, establishing, changing or terminating a dynamic market.	Private utilities are not required to update the dynamic market notice when the market ceases to operate.
Payments compliance notice	Above threshold contracts.	Private utilities Concessions contracts Contracts awarded by a transferred NI authority (unless it is awarded as part of a procurement under a reserved procurement arrangement or devolved Welsh procurement arrangement) or under a NI procurement arrangement. Contracts awarded by a school

## **PART 3H: EMPLOYMENT PROCEDURE RULES**

### **1. Recruitment and Appointment**

#### **1.1. Recruitment Policy**

1.1.1. Recruitment of employees will be in accordance with the Council's adopted recruitment and appointment policy and the Council will recruit from the widest possible field and will appoint on the sole criteria of merit, except where race and gender is a genuine occupational qualification, or where the Council seeks to avoid redundancy by identifying alternative employment opportunities or there are exceptional circumstances.

#### **1.2. Legislation**

1.2.1. The Council's Recruitment and Selection Policy and Procedures are governed by extensive legislation particularly the laws relating to discrimination. The Employment Procedure Rules reflect existing statutory provisions and in particular the Local Authorities (Standing Orders) (England) Regulations 1993 and 2001(as amended) and are based on the model provided by the Secretary of State for Communities and Local Government.

#### **1.3. Declarations**

1.3.1. These will be considered as follows:-

- (a) The Council will draw up a statement requiring any candidate for appointment as an employee to state in writing whether they are related to or a partner of an existing Councillor or an employee of the Council, or the partner of such persons.
- (b) A candidate who fails to disclose such a relationship will be disqualified for the appointment and if appointed will be liable to dismissal without notice.
- (c) Every Member and employee of the Council at JNC for Chief Officers level will disclose to the Chief Executive any relationship known to him/her to exist between themselves and any person they know is a candidate for an appointment with the Council.
- (d) No candidate so related to any Member or an employee will be appointed to the same service unit without the authority of the Chief Executive or relevant Chief Officer.

- (e) Any employee who develops a personal relationship with a Councillor, or with another employee in the same service, or any employee covered by the JNC for Chief Officers who develops a personal relationship with any other employee, will disclose that relationship to his/her manager.
- (f) The purpose of such disclosures is to ensure openness, probity, equality and effectiveness of management and Councillor/employee relationships.

**1.4. Seeking support for an appointment**

- (a) Subject to Rule 1.5, the Council will disqualify any applicant who directly or indirectly seeks the support of any Member of the Council for any appointment with the Council.
- (b) Subject to Rule 1.5 below, no Member of the Council will seek support for any person for any appointment with the Council.
- (c) The content of this Rule will be included in any recruitment information.

**1.5. References**

- 1.5.1. Nothing in Rule 1.4 above will preclude a Member of the Council from giving a written reference for a candidate for submission with any application for employment. Any member giving such a reference will take no part in the recruitment process.

**2. Recruitment of Chief Executive, Chief Officers and "Deputy Chief Officers"**

- 2.1. For the purpose of these employment procedure rules, a Chief Officer or "Deputy Chief Officer" is as defined in Sections 2(6)(7) and (8) of the Local Government and Housing Act 1989. The definition of a "Deputy Chief Officer" means a person who, as respects all or most of the duties of his/her post, is required to report directly or is directly accountable to one or more Chief Officer. This definition applies to a number of senior employees in the City Council, as determined by the Chief Executive, who for the purpose of these procedure rules, are designated "Deputy Chief Officers".
- 2.2. Where the Council proposes to appoint a Chief Executive, Chief Officer or "Deputy Chief Officer" and it is not proposed that the appointment be made exclusively from among their existing employees, the Council will:

## Part 3H –Employment Procedure Rules

- (a) Draw up a statement specifying: the duties of the employee concerned; and any qualifications or qualities to be sought in the person to be appointed.
  - (b) make arrangements for the post to be advertised in such a way that is likely to bring it to the attention of the persons who are qualified to apply for it; and
  - (c) make arrangements for a copy of Rule 1.4 to be sent to any person on request.
- 2.3. The recruitment and appointment of employees other than those specified in Rules 3 and 4 (other than assistants to Political Group s) is the responsibility of the Chief Executive or their nominee.
- 2.4. No appointments except Chief Executive, Chief Officer or "Deputy Chief Officer" (as defined in Rule 2.1 above) (other than assistants to Political Group s) may be made by any Member or Members of the Council.
- 3. Selection Process for Chief Executive and Chief Officers and "Deputy Chief Officers"**
- 3.1. Detailed arrangements with regard to the recruitment processes and selection techniques to be used, any additional procedures to those set out in these rules or the need for external advice will be decided by the Chief Executive or their nominee (unless excluded) on the advice of the appropriate senior HR Manager (unless excluded).
- 3.2. Any existing employee who is a candidate or a potential candidate or has any other personal interest in the recruitment process is excluded from taking any part in the process. In such circumstances the Leadership Board will nominate a suitable replacement for that post holder.
- 3.3. The Chief Executive or their nominee (unless excluded) and the appropriate senior HR Manager (unless excluded) will identify all applicants who meet the requirements of the post, as detailed in the statement referred to in Rule 2 above, who will progress to the next stage of the selection process.
- 3.4. Applicants to posts of Chief Executive, Chief Officer and "Deputy Chief Officer" will then go through a screening and/or assessment process by a selection panel which will select candidates to go forward to the Appointments Panel. The selection panel will comprise of the following:-



- (a) The appropriate Cabinet Member(s), responsible for the service or services concerned.
- (b) The Chief Executive or their nominee.
- (c) The appropriate Senior Human Resources Manager or their nominee.
- (d) For an appointment other than a Member of the Leadership Board, the Member of the Leadership Board responsible for the post.
- (e) One other Member of the Leadership Board nominated by the Chief Executive at their discretion.
- (f) An appropriate professional advisor.

3.5. Where no suitable qualified person has applied, arrangements will be made to re-advertise the post in accordance with the procedure set out in Rule 2.

#### **4. Appointment of the Chief Executive**

- 4.1. The Appointments Panel for the appointment of any Chief Executive will be established by full Council on a recommendation from the Cabinet.
- 4.2. The Appointments Panel for the appointment of the Chief Executive must include at least one Member of the Cabinet and will comprise at least the following:-
  - (a) the Leader and the Deputy Leader of the Council or their respective nominees.
  - (b) The Chair of the Scrutiny Co-ordination Committee or nominee.
  - (c) Such other Opposition Member(s) of Scrutiny to ensure the political balance.
- 4.3. The full Council will approve the appointment of the Chief Executive following the recommendations of an Appointments Panel. No offer of appointment may be made before the appointment has been approved by the full Council.
- 4.4. The Appointments Panel will be advised by any relevant Chief Officer(s) (or Senior Manager) or external professional advisers as nominated by the Cabinet on advice from any relevant Chief Officer (for the Chief Executive or Senior Manager).

4.5. The Quorum for the Appointments Panel for the Chief Executive will be 3 Elected Members.

**5. Chief Officer and "Deputy Chief Officer" Appointments**

5.1. All Chief Officers or "Deputy Chief Officers" will be appointed by an Appointments Panel.

5.2. The Appointments Panel should comprise the following:-

- (a) The Leader and/or Deputy Leader of the Council or their respective nominees.
- (b) The appropriate Cabinet Member(s) having responsibility for the area of service concerned, determined by the City Solicitor in consultation with the Leader of the Council or their nominee.
- (c) The Chair of the Scrutiny Co-ordination Committee or their nominee.
- (d) Such other opposition non-Cabinet Member(s) to ensure the political balance.

5.3. The Appointments Panel will be advised by the Chief Executive and any other relevant Chief Officer(s) (or Senior Managers) or external professional advisers as nominated by the Chief Executive.

The appointment of the Monitoring Officer and Chief Finance Officer will be approved by full Council following a recommendation of an Appointments Panel.

5.4. The Director of People and Facilities Management will ensure that all appropriate Disclosure and Barring Service are obtained before an appointment is confirmed.

5.5. The Quorum for the Appointments Panel for Chief Officers or "Deputy Chief Officers" will be 3 Elected Members.

**6. Offer of Appointment of Chief Officers and "Deputy Chief Officers"**

6.1. Any offer of employment to any post of Chief Officer or "Deputy Chief Officer" will only be made by an Appointments Panel where no well-founded objection from any Member of the Cabinet has been received.

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- 6.2. Before an Appointments Panel considers an appointment to Chief Officer or "Deputy Chief Officer" the Monitoring Officer will be notified of the shortlisted candidates' names and any other relevant particulars.
- 6.3. The Monitoring Officer will notify all Cabinet Members of the names, the relevant particulars and the period within which any objection to any of the shortlisted candidates can be made (this will be a minimum of three working days).
- 6.4. Any objection by a Cabinet Member must be notified to the Leader who will respond to the Monitoring Officer on behalf of the Cabinet.
- 6.5. No appointment can be made until the expiry of the objection period and notification is received from the Leader that neither they nor any Member of the Cabinet objects to the appointment.
- 6.6. If an objection is received, the Monitoring Officer will notify the Appointments Panel and the appointment can only be made if the Appointments Panel determines that the objection is not material or well-founded.
- 6.7. The terms "Chief Officer" and "Deputy Chief Officer" are the statutory definitions of those terms and these requirements are compulsory.

### **7. Dismissal and Disciplinary Action**

- 7.1. Members of the Council will not be involved in any disciplinary action against or the dismissal of any employee other than Chief Executive, Chief Officer or "Deputy Chief Officer" except where such involvement is necessary for any investigation or inquiry into alleged misconduct. The Council's Disciplinary, Capability and related Procedures as adopted from time to time may allow a right of appeal to Members in respect of dismissals.
- 7.2. Subject to paragraph 10, any disciplinary action against Chief Officers and "Deputy Chief Officers" will be conducted strictly in accordance with the Joint Negotiating Committee for Chief Officers terms and conditions of service.

### **8. Objections to Dismissal**

- 8.1. Any dismissal from any post of Chief Executive, Chief Officer or "Deputy Chief Officer" will only be made where no well-founded objection from any Member of the Cabinet has been received.

- 8.2. When any person is minded to dismiss any Chief Officer or "Deputy Chief Officer", the Monitoring Officer will be notified of the proposed dismissal and any other particulars relevant to the dismissal.
- 8.3. The Monitoring Officer will notify all Cabinet Members of the name, the relevant particulars and the period within which any objection to the proposed dismissal is to be made.
- 8.4. Any objection by a Cabinet Member must be notified to the Leader who will respond to the Monitoring Officer on behalf of the Cabinet.
- 8.5. If no objection is received within the specified period or if the Leader has stated that neither they nor any Member of the Cabinet objects to the proposed dismissal, the dismissal can be made.
- 8.6. If an objection is received, the Monitoring Officer will notify the person proposing to make the dismissal and the dismissal can only be made if that person determines that the objection is not material or well-founded.

**9. Suspension of Chief Executive, Monitoring Officer and Director of Finance and Resources**

- 9.1. The Chief Executive, Monitoring Officer and Director of Finance and Resources may be suspended whilst an investigation takes place into alleged misconduct. That suspension will be on full pay and will last no longer than two months, without being recommended for extension by an independent person.

**10. Disciplinary Action and Dismissal involving Chief Executive, Chief Finance Officer and Monitoring Officer**

- 10.1. No disciplinary action including dismissal may be taken in respect of the Chief Executive, the Director of Finance and Resources or the Monitoring Officer ("the relevant officers") except in accordance with the requirements of the Local Authorities (Standing Orders) (England) Regulations 2001(as amended).
- 10.2. Before considering whether to dismiss the relevant officers, the Council will appoint a Panel (the Panel) for the purposes of advising the Council on matters relating to the dismissal of the relevant officers. The Panel will be a committee appointed by the Council under Section 102(4) of the Local Government Act 1972.
- 10.3. The Council will invite Independent Persons appointed under Section 28(7) of the Localism Act 2011 to be considered for appointment to the Panel with a view to appointing at least two such persons to the Panel. Independent Persons means any independent persons who

### Part 3H –Employment Procedure Rules

have been appointed by the Council or, where there are fewer than two such persons, such independent persons as have been appointed by another authority or authorities as the Council considers appropriate.

- 10.4. Subject to paragraph 10.5, the Council will appoint to the Panel such relevant independent persons who have accepted an invitation issued in accordance with paragraph 10.3 in accordance with the following priority order—
  - (a) a relevant independent person who has been appointed by the Council and who is a local government elector;
  - (b) any other relevant independent person who has been appointed by the Council;
  - (c) a relevant independent person who has been appointed by another authority or authorities.
- 10.5. The Council is not required to appoint more than two relevant independent persons in accordance with paragraph 10.4 but may do so.
- 10.6. The Council must appoint any Panel at least 20 working days before any meeting of the Council to consider whether or not to approve a proposal to dismiss a relevant officer.
- 10.7. Before the taking of a vote at a meeting referred to in paragraph 10.6, on whether or not to approve such a dismissal, the Council must consider, in particular:
  - (a) any advice, views or recommendations of the Panel;
  - (b) the conclusions of any investigation into the proposed dismissal; and
  - (c) any representations from the relevant officer.
- 10.8. Any remuneration, allowances or fees paid by the Council to an independent person appointed to the Panel must not exceed the level of remuneration, allowances or fees payable to that independent person in respect of that person's role as independent person under the 2011 Act, if any.
- 10.9. Where a committee, sub-committee or officer is discharging, on behalf of the Council, the function of the dismissal of a relevant officer, the Council must approve that dismissal before notice is given to that person.

**11. Assistants to Political Groups**

- 11.1. The appointment of any assistant to a Political Group will be made in accordance with the statutory provisions in that regard.
- 11.2. The appointment of an assistant to a Political Group will be made in accordance with the wishes of that Political Group .
- 11.3. There will be no political assistants unless such a post is allocated to all political parties that are so entitled. Any party that does not qualify may not have one. Before making any appointment to the post of political assistant, the Council must decide which group(s) would be entitled to such a political assistant.

**12. Interests in Employee Negotiations**

- 12.1. Any Councillor who is in the employment of any local authority or who is an official or an employee of a Trade Union whose members include employees of the Council is prohibited by law from representing the interests of the Council in any negotiations with respect to the terms and conditions of Council employees. Nothing in this paragraph will prevent any member from taking part in any Appeal Panel not involving terms and conditions of service.

**13. Human Resource Matters**

**13.1. Management of Employees**

- 13.1.1. All Members of the Leadership Board and Directors will be accountable to the Cabinet for the management of their Directorates or Departments.
- 13.1.2. In fulfilling this management role, all Members of the Leadership Board and Directors will comply with the City Council's human resource policies with regard to recruitment, selection and employment of employees, as may be agreed from time to time by the Cabinet.
- 13.1.3. All senior Managers are responsible for the effective recruitment, development and promotion of a workforce which is representative of the community and provides training and, if appropriate, adaptations for under-represented groups.
- 13.1.4. All employment policy and precedent advice to an Appeal Panel or member level dispute panel will be provided by the Director of People and Facilities Management and Facilities Management or their nominee.

**13.2. Proposals with Human Resource Implications**

13.2.1. Any proposal to establish or change policy must be supported by a written report to the appropriate Cabinet Member by the relevant Member(s) of the Leadership Board or a Director or Directors.

13.2.2. The Director of People and Facilities Management must report any breaches of the City Council’s human resources policy, which may jeopardise the sound management of human resources within the City Council.

**13.3. Human Resources Managers**

13.3.1. The Director of People and Facilities Management will, in consultation with each Member of the Leadership Board and Directors, designate an Employee as Human Resources Manager to help each Member of the Leadership Board and Directors ensure compliance with the human resource policies of the City Council.

13.3.2. Decisions of any Appointments Panel or Appeal Committee are not subject to call-in.

**PART 3I: THE PETITIONS SCHEME**

**1. General**

- 1.1. The Council welcomes petitions and recognises that these are one way in which citizens of Coventry can raise concerns.
- 1.2. The Council will treat something as a petition if it is identified as being a petition, or if it seems to the Council that it is intended to be a petition and it has at least 5 signatories on it.
- 1.3. Petitions can be submitted by people who live, work or study in Coventry, or sponsored by a Councillor on their behalf. Where a petition is presented without a Councillor sponsor, ward Councillors will be offered sponsorship of the petition.
- 1.4. Petitions can be submitted in two ways:
- (a) on paper; a recommended form for use by petition organisers is available on the City Council’s website ([www.coventry.gov.uk](http://www.coventry.gov.uk)) at <http://www.coventry.gov.uk/downloads/download/1524/petitions>, and
  - (b) electronically via the Council’s e-Petition facility (<http://www.coventry.gov.uk/info/10095/petitions>)
- 1.5. Paper petitions should be sent to the Petitions Officer:
- Coventry City Council  
Council House  
Earl Street  
Coventry  
CV1 5RR

**2. Guidelines for Submitting a Petition**

- 2.1. Petitions submitted to the Council must include:
- The topic being addressed and
  - The action required from the Council and
  - At least 5 signatories who live, work or study in Coventry
- 2.2. Petitions should be accompanied by contact details including an address for the Petition Organiser. This is the person the Council will contact to explain how it intends to respond to the petition. This can



be, but does not have to be, a Councillor. That person will need to indicate which personal data can be published on the Council's website in order to enable the Council to meet its obligations under data protection legislation. If the petition does not identify a Petition Organiser, signatories to the petition will be contacted, starting with the first signatory, to agree who will act as the Petition Organiser.

- 2.3. In the period immediately before an Election or Referendum the Council may need to deal with the petition differently – if this is the case the Council will explain the reasons and discuss the revised timescales which will apply.

### **3. Exclusions**

- 3.1. The general principle is that the Council will consider all petitions submitted but petitions which are considered to be vexatious, abusive or otherwise inappropriate will not be accepted.
- 3.2. Where applicable, the Council will contact the Petition Organiser to discuss with them the issues and advise on how the petition might be made acceptable.
- 3.3. Where the Petitions Officer considers that a petition should be rejected for any of the above reasons, the matter should be referred by the Petitions Officer to the Leader of the Council and the Leader of the main opposition group for adjudication and where there is no consensus, the matter would be decided by the Leader.
- 3.4. The Council will not accept petitions dealing with any matter which has been considered by the Council within the previous 6 months. The exception to this would be where there has been a material change affecting the topic of the petition. These should be referred by the Petitions Officer to the Leader of the Council and the Leader of the main opposition group for adjudication and where there is no consensus, the matter should be decided by the Leader.

### **4. Petitions submitted or sponsored by a Councillor**

- 4.1. Councillors may submit a petition as Petition Organiser or support an existing petition, acting as its 'Sponsor'.
- (a) If a Councillor presents a petition to a meeting of the City Council the Councillor submitting the petition will be entitled to speak for two minutes;
- (b) if a Councillor presents a petition to the Cabinet or appropriate Cabinet Member, the Councillor submitting the petition will be entitled to attend the meeting to present the petition and

entitled to speak for two minutes in addition to the speaking time for the petition organiser; and

- (c) if a Councillor presents a petition to either the Planning or the Licensing and Regulatory Committee, that Committee's rules with regard to speaking and responding will apply.
- (d) If a Councillor who is the Petition Organiser or who is acting as its Sponsor (in which case, together with the Petition Organiser) indicates in writing that they are agreeable, a petition may be dealt with or responded to without the need for formal consideration by a City Council body.

4.2. Where two or more Councillors present the same petitions, both Councillors will be entitled to speak for 2 minutes.

## **5. Council Action on Receipt of a Petition**

5.1. A written acknowledgement will be sent to the Petition Organiser within five working days of receiving the petition (unless the Council is considering excluding the petition in accordance with Rule 3 above).

5.2. Details of the petition will be sent to the relevant Ward Councillors. For citywide petitions, all Councillors will be notified. Any Councillor wishing to act as 'Sponsor' for a petition will need to contact the Petition Organiser and seek their agreement and then inform the Petitions Officer. The Councillor's name will be added to the Petition Register. Both the Petition Organiser and a Sponsor will receive correspondence relating to the petition. Where the Petition Scheme states that the Petition Organiser will be informed, the Sponsor will also be informed.

5.3. The Petitions Officer will check that the petition complies with the requirements of the scheme and then publish details of the petition on the Council's website. This will be updated in the petitions Register. The details of the petition will be published within ten working days of receipt.

## **6. How the Council will respond to Petitions**

6.1. When the Council accepts a petition, (other than those presented by a Councillor at full Council) the Petitions Officer will check which of the five different types of petitions apply:

- (a) A petition requiring Council debate (Rule 7)
- (b) A petition calling a senior officer to account (Rule 8)

- (c) A petition which relates to a current Planning application (Rule 9)
- (d) A petition which relates to a Licensing or Regulatory matter (Rule 9)
- (e) Other petitions (Rule 10)

6.2. When dealing with petitions the Council may consider one or more of the following responses:

- (a) Taking the action requested in the petition
- (b) Taking no further action
- (c) Referring the petition to Cabinet, a Cabinet Member or relevant Committee
- (d) Referring the petition for consideration by the Council's Scrutiny Boards
- (e) Referring the petition to another organisation
- (f) Holding an enquiry into the matter
- (g) Undertaking research into the matter
- (h) Holding a public meeting
- (i) Holding a consultation
- (j) Holding a meeting with the petitioners
- (k) Calling a referendum
- (l) Writing to the Petition Organiser setting out the views of the Council about the request in the Petition
- (m) Any other appropriate action

6.3. Where the issue is one on which the Council's Cabinet is required to make the final decision, the Council will decide whether to make recommendations to inform that decision. The Petition Organiser will receive written confirmation of this decision. This confirmation will also be published on the Council's website.

6.4. If the petition is a statutory petition or relates to a matter where there is already an existing right of appeal, such as Council Tax banding or non-domestic rates, other procedures will apply and the petition will not be routed in any of the four ways above by the Petitions Officer.

6.5. In all cases the Council will advise the Petition Organiser of the action it has taken and will publish the outcome on the City Council website ([www.coventry.gov.uk](http://www.coventry.gov.uk)).

6.6. In relation to other petitions (Rule 10) where a petition is not either sponsored or organised by a Councillor, the appropriate Cabinet Member or Chair will decide the process by which the petition will follow provided that it is agreed in writing by the Petition Organiser. In the absence of written agreement by the Petition Organiser, then the petition will be referred via the formal process to the appropriate City Council body.

## **7. A Petition Requiring Full Council Debate**

7.1. If a petition is supported by 15,000 or more people it will be debated by a Full Council meeting when all Councillors can attend. The Council will endeavour to consider the petition at its next available meeting, although on occasions this will not be possible, and the matter will be passed to the next Full Council meeting.

7.2. The Petition Organiser and Sponsoring Councillor(s) will each be allowed 3 minutes to present the petition at the Full Council meeting and the petition will then be discussed by Councillors – there is no time limit set for this.

7.3. The Council will decide how to respond to the petition at this meeting and may take any of the actions described at Rule 6.2.

## **8. Petitions Requiring Attendance by a Senior Officer**

8.1. If a petition asks for a Senior Council Officer to give evidence at a public meeting about something for which the officer is responsible as part of their job, the petition must contain at least 10,000 signatures. Those senior officers that can be called to give evidence are as follows:

- Chief Executive
- Directors
- Director of Public Health
- The Monitoring Officer
- Chief Finance Officer

8.2. Only these officers can be called to give evidence under this section of the petition scheme.

- 8.3. If a petition has the requisite number of signatures, the Council's Scrutiny Coordination Committee will decide which of the Council's Scrutiny Boards the senior officer will be asked to attend before. The Scrutiny Co-ordination Committee may decide that it is better for a different officer to give evidence and may also decide to call the relevant Councillor to attend the meeting.
- 8.4. Scrutiny Board members will ask the questions at the meeting, but the Petition Organiser may suggest questions to the Chair of the Committee by contacting the Petitions Officer up to three working days before the meeting.
- 9. Petitions which relate to matters by Planning Committee and Licensing and Regulatory Committee**
- 9.1. Petitions relating to planning, licensing or regulatory matters will be referred to the respective Committee by the Petitions Officer and proceed in accordance with the rules of procedure relating to that Committee.
- 9.2. In the case of a petition that relates to a particular application, the petition will be considered at the same time as the application. Any petition relating to a planning or licensing issue, for which an application has not been received within a 12-month period and where there is no on-going process, will automatically be considered by the relevant Cabinet Member and the petition put on file in planning or licensing for future reference.
- 9.3. In relation to the receipt of petitions to Planning Committee, only those petitions received by 12.00 noon on the day before the meeting will be treated as a petition, with the Petition Organiser (including any Councillor presenting the petition) and the applicant (or their agent/representative) being invited to attend and speak at the meeting; and that any 'petition' received after this deadline be treated as a 'late representation' and summarised by the Head of Planning and Regulation on the 'late representations report' which is tabled at the meeting.
- 9.4. At Planning Committee, in line with the public speaking scheme, the length of the Petition Organiser's speech will be limited to three minutes. In addition, the applicant (or their agent/representative) will have the right of reply when a petition is presented in respect of a Planning Application. The Chair of the Planning Committee will have the discretion to ensure that any right of reply by an applicant (or their agent/representative) in response to a petition spokesperson's speech (which is limited to three minutes) will be of a proportionate amount of time.

**10. Other Petitions**

- 10.1. 10.1 If a petition has at least 5 but less than 15,000 signatures on it, the Petitions Officer will review the content of the petition and decide whether the petition should be addressed to Full Council, Cabinet or Cabinet Member.
- 10.2. If the Petition has been presented by a Councillor as the Petition Organiser or Sponsor, then the Councillor will be able to present the Petition to a City Council body, unless the Councillor has agreed that the petition may be dealt with or responded to without the need for formal consideration by a City Council body.
- 10.3. Petitions can be presented to Full Council by a Councillor but will not be debated by them. Instead, Full Council will refer the petition to the relevant Cabinet, Cabinet Member or Committee to deal with the matter.
- 10.4. The Petitions Officer will notify the Petition Organiser which Cabinet/ Cabinet Member/Committee the matter has been referred to and if the petition is to be formally considered by a City Council body, advise them of the date of the meeting when the matter will be considered. The Petitions Officer will also notify the relevant Ward Councillor/s. If the Petition Organiser is a Councillor, they will not be entitled to vote at any meeting unless they are a member of the Cabinet or Committee or the Cabinet Member concerned.
- 10.5. The Petition Organiser (including any Councillor as Petition Organiser) may attend this meeting and speak about the petition. Only the Petition Organiser is entitled to speak, and they should confirm their attendance to the Council at least 3 working days before the meeting.
- 10.6. Where more than one petition is presented in relation to a particular item the Petitions Officer will endeavour to ensure that all petitions are dealt with at the same meeting. In the event that petitions have an "opposing" viewpoint, the Petitions Officer will invite each Petitioner Organiser to nominate a spokesperson. Each spokesperson will be entitled to attend the meeting and speak about the petition. If a spokesperson is unable to attend, for any reason, the meeting will still consider the petition.
- 10.7. Where a petition is referred by the Petitions Officer to the Cabinet, appropriate Cabinet Member or appropriate City Council Committee, no discussion will take place on this matter in the City Council, except that the Councillor presenting a petition will be allowed to speak in full Council for not more than two minutes to explain the purpose of

the petition.

- 10.8. The Cabinet, appropriate Cabinet Member or relevant Committee will decide how to respond to each petition and may take any of the actions described at paragraph 6.2.

## **11. Withdrawing a Petition**

- 11.1. The Petition Organiser may request, in writing, the withdrawal of a petition. Such requests will be considered by the Petitions Officer on their merits, but in general it should be assumed that the Council will process all valid petitions received.
- 11.2. Where the Petitions Officer is minded to permit the Petition Organiser to withdraw a petition, the Chair of the body to which the petition would have been presented shall be consulted. In the absence of agreement, the matter should be referred by the Petitions Officer to the Leader of the Council and the Leader of the main opposition group for adjudication and, where there is no consensus, the matter should be decided by the Leader.

## **12. Petitions – Right to request a review**

- 12.1. If the Petition Organiser considers that the Council has not responded to a petition in line with this Scheme (except those petitions which are dealt with by the Planning, Licensing and Regulatory Committees) they have the right to request the Council's Scrutiny Co-ordination Committee to review the steps that the Council has taken in responding to the petition (not the outcome or decision). If a Petition Organiser wishes to operate their right to request a review, they should write to the Council's Scrutiny Officer no later than 14 days after the Council notifies them of the outcome of the petition. The letter should set out the reasons why the Petition Organiser considers a review should be conducted.
- 12.2. The request will be considered by the Chair of Scrutiny consulting with the Scrutiny Officer. If it is felt that there is sufficient case to warrant a review the matter should then be referred to the Council's Scrutiny Co-ordination Committee for consideration. The Scrutiny Officer will arrange for the matter to be considered by the next available meeting of the Council's Scrutiny Co-ordination Committee and will notify the Petition Organiser of the date of this meeting.

- 12.3. If the Council's Scrutiny Co-ordination Committee considers the Council has not dealt with the petition in accordance with this scheme, it may use any of its powers to deal with the matter. This includes instigating an investigation, making recommendations to the Council's Cabinet or arranging for the matter to be considered at a meeting of Full Council.
  
- 12.4. Once the request has been considered the Petition Organiser will be informed of the results within 5 working days. The outcome of the request for a review will also be published on the Council's website as part of the Petitions register.



**PART 3J: APPEALS COMMITTEE PROCEDURE RULES**

- 1. Appeals relating to employment matters are delegated to the Chief Executive (or nominated Officer).**
- 1.1. An appeals Committee will consist of Councillors who have been trained in hearing appeals.
- 1.2. The membership of each Appeals Committee and any Statutory Review Board will comprise the appropriate number of members as selected by the Monitoring Officer on an ad hoc basis from a Panel of Councillors who have had training in determining appeals and any statutory or other requirements for review boards.
- 1.3. The Chair of an Appeals Committee or a Statutory Review Board will be appointed by the Committee or Review Board at the start of each meeting.
- 1.4. Each Appeals Committee will comprise three Councillors (subject to any statutory requirements to the contrary) and all three Councillors will be required to be present to consider the appeal.
- 1.5. No Councillor who has had any previous knowledge or dealings with the matter which is the subject of an appeal will be eligible to serve on an Appeals Committee that considers that matter.
- 1.6. Appeals Committees are subject to the Access to Information Procedure Rules set out in Part 3B.
- 1.7. Appeals Committees are the subject of the proportionality requirements set out in the Local Government and Housing Act 1989 and the Monitoring Officer in selecting membership of any Appeal Committee or statutory review board will ensure that the membership properly reflects the political make-up of the Council.
- 1.8. Decisions of the Appeals Committees are not the subject of call-in.
- 1.9. The Monitoring Officer or their representative will attend all meetings to advise and record proceedings.