

# Parliamentary Procurement Rules 2024

Version 009, April 2024

## Version History

Version	Issue date	Policy owner	Next review date	Brief description of substantial changes
004-007	2016 - 2022	PCD Director	1/12/22	Annual reviews.
008	25/01/23	PCD Directors	01/08/2023	Replaced PPCS with PCD.
009 - Current	1/4/24	PCD Directors	31/10/24	<ul style="list-style-type: none"><li>• Amended low value procedure threshold from £50k to UK Procurement Threshold.</li><li>• Changed term 'waiver' to 'deviations' and amended the circumstances in which this is required.</li><li>• Formatting changes (including signposting to other guidance instead of repeating guidance in this document).</li></ul>

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## Definitions

Definition	Explanation
(The) Authority	The House of Lords, the House of Commons and the Parliamentary Digital Service. "The Authority" can refer to one of these bodies individually or a group of them, acting jointly. <sup>1</sup>
Client	The directorate (usually funding the procurement) which is looking to spend externally.
Commercial Best Practice Guide	Internal guidance held for commercial practitioners.
Commercial lifecycle	The stages of activity a Contract moves through.
Commercial Policy	Commitments made by the Authority to align commercial activity and contracts with organisational priorities or commitments.
Conflict of Interest	Any situation where a person involved in the conduct of the Procurement Process, or who may influence the outcome of that Process, have (directly or indirectly) a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence..
Contract	Any agreement for the supply of goods, services, or the execution of works to, or for, the Authority. This includes: <ol style="list-style-type: none"> <li>The use of consultants;</li> <li>Framework Agreements;</li> <li>Concessions – an agreement where no payment is made by the Authority but a value is gained by the Supplier.</li> </ol>
Internal threshold	The financial thresholds, set by the Commons Executive Board and Lords Management Board, governing procurement routes within UK Parliament.
Office of the Speaker's Counsel (OSC)	Legal counsel team responsible for providing advice on matters of commercial law and the application of UK Procurement Legislation.
Parliamentary Commercial Directorate (PCD)	Bicameral commercial team responsible for the procurement of all contracts worth over £10,000 including VAT.
Parliamentary Procurement Rules (PPRs)	The rules, set by the Lords Management Board and Commons Executive Board, which govern procurement in UK Parliament
Procurement Process	The specific actions taken which result in a Contract being awarded. This commences when a requirement is identified and concludes when a Contract is awarded.
Requirement	A need for works, goods or services that cannot be met by in house resources.
UK Procurement Legislation	The Legislation which governs UK public procurement procedures: <ol style="list-style-type: none"> <li>The Public Contract Regulations 2015</li> <li>The Public Procurement (Amendment etc.) (EU Exit) Regulations 2020</li> <li>Concession Contracts Regulations 2016</li> <li>Utilities Contracts Regulations 2016</li> <li>Defence and Security Public Contracts Regulations 2011</li> <li>The Procurement Act 2023</li> </ol>

<sup>1</sup> We do not contract on behalf of Restoration & Renewal (R&R)

	g) Transparency Regulations 2024 (not yet laid)
UK Procurement Threshold	The financial threshold for public advertisement of goods, works and services contracts as provided for in the UK Procurement Legislation and advised by the Government.

## Chapter 1: Context

- 1.1. The Authority is legally bound to comply with certain practices and procedures in the procurement and award of public contracts as set out within the UK Procurement Legislation. These practices and procedures are underpinned by four core principles:
  - 1.1.1. Non-discrimination
  - 1.1.2. Equal treatment
  - 1.1.3. Transparency
  - 1.1.4. Proportionality
- 1.2. These Parliamentary Procurement Rules (PPRs) set out how the Authority has agreed to meet these legal requirements and principles. They are:
  - 1.2.1. Applicable to every Contract for goods, works and services let by, or on behalf of, the Authority, including concessionary contracts (contracts where although no payment is made by the Authority, value is gained by the Supplier);
  - 1.2.2. Not applicable to Employment contracts and land transactions;
  - 1.2.3. Mandatory for all departments of the Authority;
  - 1.2.4. Enforceable for all colleagues working for the Authority in any capacity. This includes permanent staff, interims, contractors and/or anyone who is authorised to carry out purchasing functions. Failure to comply with the PPRs may be regarded as a breach of conduct.
- 1.3. These PPRs are supplemented by the [Commercial Best Practice Guide](#) and [Low Value Procurement Guidance](#), maintained by the Head of Policy and Capability in PCD.
- 1.4. In the event of any conflict or inconsistency with regards to content produced by the Authority, the UK Procurement Legislation will always take precedence, followed by these PPRs, then the Commercial Best Practice Guide.
- 1.5. This document is not an alternative to seeking professional advice from PCD and/or OSC.
- 1.6. This document is a companion to the [Parliamentary Contract Management Governance and Rules](#).

## Chapter 2: Overarching principles

The following principles apply to all Procurement Processes completed by or on behalf of the Authority:

### General comments

- 2.1 All procurement related documents, records and emails are filed and kept within PCD in line with Parliament's [Authorised Disposal and Retention Policy](#).
- 2.2 No commercial activity shall commence without sufficient evidence, provided by the Client, that the appropriate financial approvals are in place, and/or the appropriate governance requirements (including the development and approval of the relevant Business Case) will be met by the Client throughout the Procurement Process.

### Identifying conflicts of interest

- 2.3 Anyone involved in the process of procuring or managing a Contract, regardless of Contract value or the employment status of the involved persons, must complete a Conflict of Interest disclaimer prior to the commencement of any procurement activity. The latest point this should be done is the point at which the names of tenderers participating in a Procurement Process are known. They must declare if there is any actual or perceived Conflict of Interest with any potential or known tenderers.
- 2.4 The Client and PCD are jointly responsible for ensuring all Conflicts of Interest have been identified, assessed, and addressed. Accountability for the process lies with the Client's Head of Office.
- 2.5 Consultants and contractors must declare their interests, including in any future opportunities to work with Parliament, prior to assisting with the development of any procurement documentation or process. The relevant Head of Office is then responsible for ensuring that appropriate actions are taken to mitigate any risk of a Conflict of Interest and / or competitive advantage arising in favour of the consultant or contractor.
  - 2.5.1 PCD's procurement templates require tenderers to disclose any conflict of interest and/or prior involvement in the procurement process to ensure that there is no distortion of competition. PCD can advise you on the process for this through the [Commercial Request Form](#).

### Defining a requirement

- 2.6 There must be a demonstrable need for the works, goods or services which cannot be met by in house resources or departments. This need must be documented in a written specification.
- 2.7 Where a requirement is common to both Houses and/or PDS, joint Contracts are the preferred approach. PCD will support collaborative working across departments to facilitate this. Suitable justification will be required if a business unit wishes to deviate from this approach (see chapter 5).
  - 2.7.1 In respect of catering requirements, any exception will require the approval of the both the Commons and Lords Directors of Facilities and Finance.
- 2.8 Purchases of the same or similar nature should be aggregated wherever possible. Contracts must not be artificially separated to circumvent the rules set out in these PPRs or UK Procurement Legislation.
- 2.9 Contracts which are each of a value below the relevant Threshold may nevertheless be subject to full tendering requirements, where they constitute a series of related or repeat purchases. PCD's advice should be sought where this is the case, in order that the relevant procurement route can be adopted.

2.10 The value of a contract is its expected cost over its whole life, including any possible extensions and including VAT. This is the total consideration estimated to be payable over the full term of the contract by the Authority to the Supplier. Where the full term is unknown, a term of 48-months should be used.

2.10.1 Where no payment is to be made by the Authority (i.e. a concession) an estimated value of the concession to the Supplier should be used.

### **Procuring a Contract**

2.11 The procurement process must comply with all legal requirements and not expose the Authority to an unacceptable level of risk. This includes the risk of service failure, successful legal challenge, payment of compensation and fines, and/or reputational risks beyond the agreed risk appetite.

2.12 The Procurement Process must represent a fair and open competition unless exceptional circumstances justify otherwise (refer to chapter 5).

2.13 All Procurement Processes must adhere to the guidance, templates, tools and procedures set out in the Commercial Best Practice Guide, with bespoke elements where the nature of the requirement demands. Where bespoke terms and conditions may be required, OSC must always be engaged. For a summary of available routes to market, refer to table 1 (page 7).

2.14 The Procurement Process and resulting Contract must pursue value for money in terms of:

2.14.1 Expenditure: the price paid should remain within the given financial envelope and be minimised to the furthest extent possible whilst protecting the required quality standards.

2.14.2 Wider benefits: the Contract should deliver social, environmental, or other benefits to the UK Parliament community, the Parliamentary Estate and the economy more broadly.

2.15 All Contracts must include a tangible qualitative and/or quantitative benefits approach, which is measured throughout the life of the contract. This should be aligned with the relevant business and commercial objectives, and where relevant the Business Case.<sup>2</sup>

2.16 In all cases where, by virtue of these PPRs or as defined in the UK Procurement Legislation, a public notice is required, it shall be published in the relevant portal, unless an exemption applies. Where the value of the contract is £12,000 (including VAT) or greater the information regarding the Contract award is required to be placed on the Contracts Finder portal if tendered on the open market. In addition, where the value of the Contract exceeds the relevant UK Procurement Threshold, the Contract Notice and Contract Award Notice shall also be placed in the UK e-notification service (Find a Tender) in accordance with the UK Procurement Legislation.

2.17 All competitions shall be managed through the Authority's E-sourcing tool, Atamis. This includes:

2.17.1 Pipeline entries.

2.17.2 All tender documents in the Invitation to Tender (including proposed Terms and Conditions).

2.17.3 Clarification questions asked of the Authority during the clarification period.

2.17.4 The opening of tenders. This should be done as soon as reasonably practical after the date for return of tenders. All responses should be opened simultaneously by a sufficiently trained member of PCD.

2.17.5 Tender responses, submitted through free text fields within the system or attachments as a response to a question.

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<sup>2</sup> [Business Cases \(sharepoint.com\)](https://sharepoint.com)

- 2.17.6 Evaluator and moderator scores and comments.
- 2.17.7 Contract negotiation, where permissible, and award.
- 2.17.8 All correspondence with tenderers throughout the procurement process.

**Managing a Contract**

- 2.18 All Contracts must be managed according to the [Contract Management Rules](#).

Table 1: Approved routes to market

Maximum Threshold	One Proposal	Non Framework Three Proposals	Framework Direct Award	Framework Competition	Non PCR Competition (e.g. DSPCR)	PCR Competition	Non Framework Direct Award
Sub-£10,000	x	x	NA	NA			NA
£50,000	NA	x	x	x	NA	NA	With Approval Only*
£100,000		x	x	x			With Approval Only*
£139,688		x	x	x			With Approval Only*
>£139,688		NA	With Approval Only*	x	x	x	With Approval Only*

*\*in line with commercial delegations and agreed within commercial strategies*



## Chapter 3: Buying goods, services and works worth less than £139,688 including VAT

### General principles

- 3.1 The upper threshold of £139,688 (including VAT) corresponds with the value set by UK Procurement Legislation for services and supplies contracts whereby additional legal avenues are available for procuring public contracts, and so is reflected here as an important threshold. UK Parliament has agreed that this threshold should also be applied to works contracts.
- 3.2 Debriefings can be given if specifically requested by a tenderer but must be provided in writing. It is advisable to ask OSC for advice before agreeing to any debriefing.

### Contracts worth less than £10,000 including VAT

- 3.3 The Procurement Process for buying goods, services and works worth less than £10,000 including VAT is delegated. This means PCD does not need to get involved in the process. In addition to the overarching principles detailed in Chapter 2, the following rules are applicable to this process:
- 3.3.1 The requirement should be clearly defined. This means it is **specific, measurable, time-bound, and relevant to the business unit's objectives**.
  - 3.3.2 One quote should be requested to fulfil the requirement, which should be evaluated primarily on price.
  - 3.3.3 The relevant financial delegations and approvals, as well as the payment procedures set out in the relevant House's Financial Rules,<sup>3</sup> apply. Due consideration must also be given to data protection and security, including information security.
- 3.3.4 This process should be assumed to take 1-2 weeks.

### Contracts worth between £10,000 and £139,688 including VAT

- 3.4 The Procurement Process for buying goods, services and works worth between £10,000 and £139,688 including VAT is not delegated. In addition to the overarching principles detailed in chapter 2 and the rules outlined at paragraphs 3.3.1 and 3.3.3, the following rules are applicable:
- 3.4.1 The [Commercial Request Form](#) must be completed with details of the requirement.
  - 3.4.2 In the first instance, PCD will complete a search for internal and external frameworks which align with the requirement. Where no such framework is identified, three proposals will be requested to fulfil the requirement.
  - 3.4.3 Where a framework is used, paragraphs 4.12 to 4.21 apply. Terms and Conditions will be dictated by the Framework Agreement.
  - 3.4.4 Where 3 proposals are sought, Standard Terms and Conditions will apply; if bespoke terms are required, OSC must be instructed for advice. Quotes should be evaluated primarily on price; where quality is evaluated, criteria should relate directly to the requirement and their number and weighting should be proportionate to the scope and value of the contract. Full training will be provided to all evaluators to ensure they are confident in completing this task. Once evaluation is complete, the Client must facilitate payment in line with the relevant finance rules,<sup>3</sup> and develop a contract management plan per the [Contract Management Rules](#). The contract will then be awarded and logged in the E-sourcing system.

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<sup>3</sup> Between the Commons finance rules and Lords finance rules:

3.5 This process should be assumed to take 4–12 weeks dependent on the procedure being used.

## Chapter 4: Buying goods and services worth more than £139,688 including VAT

### Roles & responsibilities

- 4.1 The Client must complete the [Commercial Request Form](#) as soon as a commercial need is identified.
- 4.2 Table 1 (on pages 9–10) sets out roles and responsibilities at key points in the Procurement Process.
- 4.3 OSC must be instructed by PCD to advise on all procurements in scope of this chapter's Rules.
- 4.4 It should be noted that, throughout the process, both the Client, PCD and OSC are jointly responsible for allowing sufficient time for the procurement to be undertaken effectively and ensuring key staff have sufficient bandwidth to contribute to the procurement.

### Strategic considerations

- 4.5 The following areas must be considered all procurements worth over £139,688 including VAT:
  - 4.5.1 Supplier suitability: this includes insurance requirements; security thresholds and checks (where relevant including personnel security standards); and financial viability.
  - 4.5.2 Risk management: all contracts must be assessed for the following risks, and appropriate measures put in place according to the relevant risk management policy:
    - 4.5.2.1 Security: physical, cyber, information and personnel security considerations.
    - 4.5.2.2 Operations: this includes health and safety, digital and business continuity.
    - 4.5.2.3 Procedural: this includes commercial, financial, legal and GDPR considerations.
  - 4.5.3 Sustainability: this includes environmental, social and economic considerations.

### The Procurement Process

#### *General principles*

- 4.6 In addition to the overarching principles listed in Chapter 2, the rules set out in this Chapter shall apply to all Procurement Processes resulting in a contract worth more than £139,688 including VAT.
- 4.7 The minimum timescale for completion of a procurement of this scale is 3 months. The higher the value or complexity of the procurement, the longer the procurement process will take.

*The Procurement Pipeline*

- 4.8 It is good practice to begin planning a procurement 18 months prior to the need-by date (or the existing contract expiring). The minimum time required to plan a procurement is 6 months. Without this notice, PCD cannot guarantee the feasibility of awarding a contract in the required timeframe.<sup>4</sup>
- 4.9 PCD manages the procurement pipeline on behalf of UK Parliament, which sets out future procurements over a rolling 18-month timetable and should be maintained internally using the E-sourcing system. Pipeline opportunities worth over £2,000,000 and which are not of a sensitive nature are published on the [Parliament website](#) every 6 months (usually in June and December).

*Defining the requirement and route to market*

- 4.10 Prior to commencement, all competitions must have a sufficiently detailed commercial strategy, aligned with the Best Practice Guide, which has been approved by the relevant member of PCD. Table 1 below summarises the default procurement routes by value and where additional approval should be sought through the commercial strategy when deviation is required.
- 4.11 The duration of a framework shall not exceed 4 years. In exceptional circumstances a longer term may be proposed, but this must be fully explained and approved in the commercial strategy.

*Procuring the solution*

- 4.12 Evaluation criteria must directly relate to the procurement specification. The number of criterion and weightings applied to each must be proportionate to the value and scope of the procurement. No changes shall be made to evaluation criteria after publication without prior notification.
- 4.13 Prior to accessing any tender responses and commencing the evaluation, all evaluators must complete a Conflict of Interest Declaration (per paragraphs 2.3-2.5). PCD must also provide training to the panel on the specific evaluation model and criteria.
- 4.14 Each question in a tender response should be evaluated by 3 people to ensure a balance of views. Where this is prevented by scarcity of technical experts or extreme resource shortages, a PCD member with appropriate delegation may approve the use of 2 evaluators only.
- 4.15 All evaluators must maintain a record of their individual scores and rationale for them: PCD will usually provide a template for this. Notes made by evaluators should relate directly to the bidder's response and the statement of requirements. Evaluators should be aware that notes are disclosable and therefore take care to ensure the views expressed and language used is appropriate and factual.
- 4.16 Moderation will be led by a suitably trained PCD team member. Individual scores will be compared, and where there is divergence, PCD will facilitate the agreement of a consensus score.

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<sup>4</sup> As per the [PPCS Service Level Agreement \(2021 - 2024\).docx \(sharepoint.com\)](#)

*Awarding the contract*

- 4.17 PCD must recommend a contract is awarded to the winning bidder(s) in an Award Report. This must be signed off by the PCD representative, Client and Budget Holder in line with financial delegations.
- 4.18 PCD will formally notify all tenderers of the outcome using the established process. It is never permitted to notify any tenderers of the competition's outcome informally.
- 4.19 After tenderers are formally notified of the outcome, a standstill period of at least 10 calendar days will commence. The last day of the standstill period should always fall on a working day. OSC must always be consulted should any tenderers raise an issue during this period. Should no issues be raised, the contract can be awarded immediately after the conclusion of the standstill period. **Contracts cannot be signed the actions described in paragraphs 4.14-4.20 are complete.**
- 4.19.1 When calling off from a framework and in exceptional circumstances, the standstill period may be waived subject to approval in the commercial strategy.
- 4.20 If a tenderer requests a debrief after formal notification of the outcome, OSC must advise on the appropriateness of agreeing to debrief and the information proposed to be shared.

*Contract handover and implementation*

- 4.21 Refer to the [Contract & Supplier Management Centre of Expertise](#).

Table 2: Roles &amp; responsibilities

Action	Client solely responsible	PCD solely responsible	Joint responsibility
Identifying the business need	<ul style="list-style-type: none"> <li>• Completing the <a href="#">commercial request form</a>.</li> <li>• Ensuring sufficient resource is available, and obtaining relevant approvals before, during and at the end of the procurement.</li> <li>• Appointing a member of staff responsible for representing the Client.</li> <li>• Writing unambiguous specifications which clearly state what is required, when it is expected to start and finish, delivery requirements and factors such as security and environmental conditions.</li> <li>• When defining requirements, ensuring that the business case takes full account of any equality impact analysis or screening before the procurement begins.</li> <li>• Ensuring that environmental, social, and economic factors have been accounted for in support sustainability objectives.</li> <li>• Identifying wider teams who may need to be consulted on or provide input to the procurement (refer to paragraph 4.5).</li> </ul>	<ul style="list-style-type: none"> <li>• Assessing if there is a genuine need for the procurement and that there is no in-house capability which could be relied on.</li> <li>• Identifying commercial approvers according to the relevant delegations (refer to paragraph 6.2).</li> <li>• Identifying if the procurement is in scope of the Commercial Assurance Board, booking relevant meetings and adhering to CAB's timescales (per paragraph 6.3).</li> <li>• Instructing OSC for legal advice.</li> <li>• Reviewing specifications drafted by the client, or where appropriate drafting the specification jointly with the client, to ensure that they do not contain information that may put the Authority at risk of legal challenge, relevant risks and responsibilities have been allocated properly, and that the requirement has the best chance of being both understood by and appealing to the market.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifying risks associated with the procurement and agreeing mitigating actions.</li> <li>• Explaining how the procurement will deliver value for money through a combination of competitive price, meeting quality standards, timely delivery and wider benefits achieved.</li> <li>• Maintaining a clear and documented audit trail for all steps of the procurement process and making documents and notes available to PCD on request.</li> </ul>
Aligning to the category strategy		<ul style="list-style-type: none"> <li>• Engaging the market to test the proposed procedure and specification.</li> <li>• Designing a process which has the best chance of attracting bids from suppliers who are able to deliver the</li> </ul>	<ul style="list-style-type: none"> <li>• Agree what additional information is needed from the incumbent (e.g. TUPE information) and how it will given to us UK Parliament.</li> </ul>

		service to the required standard and at the right price.	
Deciding the route to market	<ul style="list-style-type: none"> <li>Agreeing a commercial strategy with PCD for the requirement, including a procurement timetable, how the goods or services will be procured, in what timeframe and with what approach.</li> </ul>	<ul style="list-style-type: none"> <li>Identifying the most suitable route to market in the following order of preference:           <ul style="list-style-type: none"> <li>Internal contracts or framework</li> <li>Externally managed framework</li> <li>Competitive procedure</li> </ul> </li> <li>Identifying the most appropriate procedure.</li> <li>Facilitating SMEs and VCSEs participation per the Social Sustainability Policy.</li> </ul>	-
Publishing the sourcing event	<ul style="list-style-type: none"> <li>Producing key documents requested by PCD to be used during the Procurement Process.</li> </ul>	<ul style="list-style-type: none"> <li>Developing the Tender Documents based on PCD templates, with bespoke elements where required.</li> <li>Developing an evaluation approach which is fair, conforms with issued tender documents, and complies with all relevant policies, rules and legal obligations both commercial and otherwise (e.g. data protection, security).</li> <li>Advertising online contract notices.</li> <li>Using standard terms and conditions provided by OSC, or engaging OSC to develop bespoke terms where needed.</li> </ul>	<ul style="list-style-type: none"> <li>Reviewing documents prepared by the Client to ensure they have the best chance of attracting high quality bids.</li> <li>Prioritising evaluation criteria to be used in the evaluation model.</li> <li>When drafting evaluation criteria, ensuring objectivity and transparency.</li> <li>Agreeing tailored, specific questions to be asked as part of the evaluation which relate directly to the requirement.</li> </ul>
Evaluating and selecting a supplier	<ul style="list-style-type: none"> <li>Completing all evaluation activities within the designated timeline.</li> </ul>	<ul style="list-style-type: none"> <li>Moderating the evaluators scores to ensure a consensus is reached.</li> </ul>	<p>Prior to sharing tender responses, ensuring:</p> <ul style="list-style-type: none"> <li>All evaluators have completed a Conflict of Interest Form and appropriate mitigating actions are taken for perceived and/or actual conflicts identified.</li> <li>All evaluators are suitably trained.</li> </ul>

Negotiating and awarding the contract	<ul style="list-style-type: none"> <li>Facilitating the relevant non-commercial governance and approvals to permit award.</li> <li>Providing an effective means of managing any ongoing contractual relationship.</li> </ul>	<ul style="list-style-type: none"> <li>Where permitted, leading pre-award correspondence and/or negotiations.</li> <li>Drafting the Award Report.</li> <li>Signing the contract once all relevant approvals have been secured.</li> <li>Publishing award notice(s).</li> </ul>	<ul style="list-style-type: none"> <li>Ensuring the benefits / value for money projected at the beginning of the project have been realised.</li> <li>Ensuring all appropriate approvals are sought prior to contract signature.</li> </ul>
Mobilisation	<ul style="list-style-type: none"> <li>Managing mobilisation as per the <a href="#">Contract Management Rules</a>.</li> <li>Arranging payment as soon as a contract is awarded, including completion of FO39 forms where required (see appendix A).</li> </ul>	<ul style="list-style-type: none"> <li>Saving all procurement documentation and the signed contract in the E-sourcing system and accessible to the Client.</li> <li>Contributing to the Client's implementation and contract management plan.</li> </ul>	<ul style="list-style-type: none"> <li>Developing the contract handover plan.</li> </ul>

## Chapter 5: Deviating from these Rules

- 5.1 The Authority acknowledges that in special circumstances, often in order to ensure business continuity or to secure best value for money in unique or challenging market conditions, it might be necessary to depart from these PPRs. These are called 'deviations'. Where this is the case, additional approvals must be sought prior to the commencement of any commercial activity.
- 5.2 Additional approvals must always be sought where the Client wishes to:
  - 5.2.1 Complete a single tender action;
  - 5.2.2 Apply an automatic increase in the price of a contract which is not accounted for in the contract's terms (e.g. indexation);
  - 5.2.3 Complete a contract variation in terms of value, service provided or duration which exceeds 10% of the current contract value or is above the relevant procurement threshold; or
  - 5.2.4 Enter into a Single-House contract when joint procurement is an option.
- 5.3 It is not acceptable to deviate from the PPRs on account of failing to plan enough time to run a procurement compliantly.
- 5.4 As per paragraph 4.1, the [Commercial Request Form](#) must be used to instruct PCD. If a deviation is required, PCD will explain this to you during your initial conversation.
- 5.5 Any additional approvals required must be provided in line with the appropriate scheme of delegations for the House(s) entering into the contract. The Senior Contract Owner must be consulted and, in some cases, provide approval. This should be jointly agreed with the client during the initial conversation with PCD. OSC's advice will be sought by PCD to support additional approvals.



## Chapter 6: Commercial governance and delegations

6.1 In addition to each House’s governance framework, PCD operates its own approach to governance which should be observed.

6.2 The authority to approve contractual documentation and to enter contracts is delegated to PCD staff members. These are outlined in table 3 below. **Non-PCD staff have no authority to sign contracts on behalf of the Authority where the value is above £10,000.**

6.2.1 All requirements will continue to be signed off by the accountable business owner in line with their financial or operational delegations. Table 3 relates to commercial delegations only (i.e. variations, procurement documents and contracts).

6.3 High value, complex and/or business critical contracts are subject to additional assurance through the Commercial Assurance Board. All procurements within scope of CAB must comply with its requirements and allocate sufficient time for CAB processes to take place as part of the procurement timetable. More information can be found [here](#).

Table 3: commercial delegations

Maximum Delegation	1 Proposal	3 Proposals	Framework Direct Award	Framework Competition	Non Framework Direct Award	Non PCR / PCR Competition
<i>Sub-£10,000</i>	Budget Holder	NA				
<i>£50,000</i>	NA	Senior Commercial Manager / HL7 / c.B1	Senior Commercial Manager / HL7 / c.B1	Senior Commercial Manager / HL7 / c.B1	Head of Commercial / HL8 / c.A2	Head of Commercial / HL8 / c.A2
<i>£100,000</i>			NA	Head of Commercial / HL8 / c.A2	Head of Commercial / HL8 / c.A2	Deputy Director / HL9 / c.A1
<i>£139,688*</i>		Deputy Director / HL9 / c.A1		Deputy Director / HL9 / c.A1	Director	Director
<i>£500,000</i>		Director		Director	Director	Director
<i>£1,000,000</i>						
<i>£1,000,000+</i>						

*\*or current goods and services procurement threshold as set out in regulations if higher.*

## Appendix A: FO39 Additional Information

The following information should be sent to [pcd@parliament.uk](mailto:pcd@parliament.uk) when arranging payment and setting up a new supplier:

Project Reference and Name	
Supplier Name	
Supplier ID	
Contract Start Date	
Contract Expire Date	
Value of Contract (excl. VAT)	
Where is the work for the contract being delivered? Parliamentary Estate/Off the estate but in greater London, outside of greater London)	
Project Leader/Contract Manager	
PCD contact	
Savings	
Product Code for HAIS	
Work done under Construction Industry Scheme (if the contract has any CIS elements please provide)-MANDATORY-CIS link	
Commons only, Lords only or Joint contract?	
Is the supplier SME?	
Is the supplier a Social Enterprise?	
Does a waiver apply?	
Any extension option in contract?	
Has the tender evaluation report been approved?	
Has a conflict of interest disclaimer been signed?	
Contact name at supplier	
Contact No.	
Contact e-mail	