

Contracts Procedure Rules

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Contracts Procedure Rules

1 Introduction

- 1.1 The **Council** is accountable to the public for the way it spends public funds. Professional Procurement activities contribute to the efficient, effective, and economic delivery of services to the public, maximising the benefits available from the budgets and supporting the **Council's** strategic objectives and the National Procurement Policy Statement.
- 1.2 The **Council** is publishing these **CPRs** in line with their obligations under the **Local Government Act 1972**. In setting out how the **Council** will **contract**; it is essential that the **Council** complies with the **Relevant Procurement Legislation**. This document sets out how **Officers** should do this. Should there be any conflicts between this document and the **Relevant Procurement Legislation** and its supporting guidance, legislation takes precedence. In **contracting** for the **Council** requirements, **Officers** must note that the **Council's** reputation is of the utmost importance and should be safeguarded from any suggestion of dishonesty, corruption, or failure to meet its legal obligations. (Acting and being seen to act with integrity).

2 Purpose of the Contracts Procedure Rules

- 2.1 These **Contracts Procedure Rules (CPRs)** have been designed to ensure these accountabilities and objectives are addressed, they set out the principles and objectives of any procurement, roles and responsibilities, rules, and processes to be applied when purchasing services, supplies, and works **contracts** across the **Council**. They should be read in conjunction with the **Council's Financial Procedure Rules**, Part 4(f), as well as the **Council's Procurement and Contract Management Strategy and Procedures**.
- 2.2 These **CPRs** are supported by detailed guidance included within the **Council's** Procurement policies and procedures. These policies and procedures explain in more detail how **Officers** should conduct their procurement and **Contract Management** activities; however, nothing within those policies and procedures override these **CPRs**. All procurement activity needs to adhere to the **Scheme of Delegation** and Financial Limits as set out in the **Council's** Constitution.
- 2.3 All **Officers** must comply with these **CPRs**, the **Council's** Constitution, the **Relevant Procurement Legislation**, and all relevant UK Legislation. Any non-compliance shall be reported to the **Head of Corporate Procurement**, who will decide in conjunction with the relevant Chief Officer what further action needs to be taken. Any misuse or failure to comply with any of these **CPRs** may result in disciplinary action and legal proceedings. Where any misconduct that has been identified during any procurement process (or previous procurement related activity), the Corporate Procurement Team reserve the right to request to remove any Officer from any procurement.
- 2.4 These **CPRs** will be reviewed by the **Head of Corporate Procurement** at least every 12 months and urgent proposed amendments (In response to new guidance or updates to the regulations will be brought to Members and Chief Officers as required, which could be less or more frequently than 12 months).

3 Principles and Objectives

- 3.1 All procurement processes must be transparent in their intentions and proportionate to the subject matter, value, and complexity of the **Contract**, and should not discriminate against any UK or **Treaty State Suppliers**.
- 3.2 In addition, **Officers** must have regard to the following objectives.
 - 3.2.1 Delivering **Value for Money**
 - 3.2.2 Maximising public benefit (such as delivering Social Value)
 - 3.2.3 Sharing Information
 - 3.2.4 Equal Treatment (non-discrimination), unless justified, and does not amount to unfair treatment.

- 3.2.5 Removing Barriers for Small and Medium Enterprises SMEs
- 3.2.6 Acting (and being seen to act with) Integrity (inc. accountability)

4 Procurement Thresholds & Exemptions

- 4.1 These rules cover the whole life cycle of purchasing in services, supplies, and works; from the initial assessment of the business need to **Contract Award** and any extension, through to **Contract Management** and close out.
- 4.2 **Exempt Contracts ***
 - 4.2.1 The following types of expenditure/ procurements are exempt from the **Relevant Procurement Legislation**.
 - 4.2.2 **Council to Council (Subsidiary) arrangements**
 - (a) **Vertical** - The **Council** exercises a parent or similar control or joint control with other Authorities on the entity as it does with its own departments, the entity conducts more than 80% of its activities for the controlling **Contracting Authorities** and there is no private sector money in the entity.
 - (b) **Horizontal** – The **Council** and another authority co-operate – to achieve objectives which the authorities have in common, through an arrangement that is solely for the public interest, and the parties perform less than 20% of the services covered by the arrangement on the open market.
 - 4.2.3 Subject matter exemptions:
 - (a) **Certain types of legal advice** e.g., relating to judicial proceedings and/ or dispute resolution, (Legal advice on a project is not exempt).
 - (b) **Certain types of financial advice** e.g., funding or financing arrangements, investment services, lending or borrowing money
 - (c) **Employment Contracts** - direct employment of permanent or fixed-term employees.
 - (d) **Purchases made at public auction** or of goods sold due to insolvency.
 - (e) **Land Contracts** - the purchase or lease of property, land acquisition, interest in land, transaction in land or disposal. This rule does not extend to any service, supplies, or works contracts that may be required to make the land, existing buildings, or immovable property ready for acquisition, disposal or leasing.
 - (f) **Grants of money**, (payments to external organisations) these are not **Contracts**; they do not include consideration and they are not services required to be delivered by the **Council**. **See paragraph 9.10.2 below.**
- 4.3 **Common Permitted Direct Awards**
 - 4.3.1 The following types of expenditure/ procurements may have grounds for direct award under the **Procurement Legislation**.
 - (a) **Contracts** for the execution of either mandatory works or provision of goods or services which must be provided by a Statutory Provider (monopoly) other than the **Council**, e.g., to a public utility, to **Ofsted**.
 - (b) **Spot care placements** which may include special educational needs (i.e. individual placements that fall outside of any block **Contracting arrangements**), either **under User Choice** or the **Provider Selection Regime**.
 - (c) The acquisition or exhibiting of unique works of art or artistic performance where they are only available from a single source.

Officers must ensure that any procurement conducted in relation to any of these listed exemptions/ common permitted direct awards, that the purchase is consistent with the **Council's duty to obtain value for money, as well as the current procurement and*

Contract Management strategy and other relevant policies of the **Council**. The **Council** maintains a list of Exemptions which is reviewed on a regular basis. This can be found at: <https://5058.sharepoint.com/sites/Procurement-/SitePages/Exemption-Codes-&Corporate-Contracts.aspx>

4.4 Thresholds

4.4.1 Calculating the total **Contract** value means the estimated/aggregate spend or recurring value payable over the entire **Contract** period including any extensions of **Contract** and/ or potential additional requirements. **Paragraph 7.4 below** provides further details on how to calculate **Contract** value.

4.4.2 The table below sets out the different procurement processes available and their financial thresholds; this has been designed to support open, fair, and transparent competition whilst also balancing the aims of achieving **Value for Money** and delivering public benefits.

	CPR Level 1	CPR Level 2	CPR Level 3	CPR Level 4	CPR Level 5
Category/ Sector (Regime) and Process Rules	<ul style="list-style-type: none"> One written or verbal quote or Purchase Card. Local Supplier if possible*. 	<ul style="list-style-type: none"> One written quote. Local Supplier if possible*. 	<ul style="list-style-type: none"> Request a minimum of three quotes in writing. Include two local Suppliers where possible*. 	<ul style="list-style-type: none"> Regulated Below Threshold Tender. Either by invitation to selected local supplier OR advertised on Find a Tender Service and E-Procurement System. May include a discrete Conditions of Participation stage for Works Contracts above the G&S threshold. 	<ul style="list-style-type: none"> Covered Procurement/ Public Contract (above threshold) advertised on Find a Tender Service and E-Procurement System. Procedure to be designed in line with PA23. Regulated Below Threshold Tender – Works (all regimes) - £500k up to Works threshold. advertised on Find a Tender Service and E-Procurement System. May include a discrete Conditions of Participation stage.
	Service led.	Service led.	Service led.	Service area or Procurement Team led.	Procurement Team led.
	N/A	PO required	PO required	PO required	PO required
Quote(s) & justification to be attached	N/A	Yes	Yes	Yes	Yes
Goods and Services (G&S),				£75,000- G&S threshold	Above G&S Threshold
Light Touch Regime	£0-£999.99	£1,000 to £9,999.99	£10,000 to £74,999.99		
Works (All regimes)				£75,000 to £499,999.99	£500k and above
Concession (ALL)	£0-£499,999.99 in agreement with procurement				£500k and above
Utilities Contracts	£0 – Threshold – in agreement with procurement				Above Threshold
Approved Framework Agreements	<p>In accordance with Framework Rules, and where permitted, Direct Award for Goods or Services and Light Touch up to the Goods and Services threshold AND for Works, and Concessions up to £500k led by service area in agreement with procurement.</p> <p>Competitive Selection Process for requirements that exceed the above thresholds, led by procurement</p>				

DPS	In accordance with Dynamic Purchasing System rules, up to £499,999.99, in agreement with procurement	£500k and above
Dynamic Markets	Not permitted for G&S below threshold.	£500k and above
	Not permitted for Works below £500k	
Healthcare services**	In agreement with Procurement (under the PSR)	

(*) The use of Local **Suppliers** is promoted and encouraged for CPR levels 1 to 3, thresholds but should not supersede the primary requirement of **Council Officers** to deliver value for money/ best value.

(**) these services are to be procured in line with the **Provider Selection Regime** rules of Direct Awards A, B or C, or Most Suitable Provider or Competitive Process. Healthcare services that fall under the Provider Selection Regime (PSR) and are classified within one or more of the adopted CPV codes, as outlined in the NHS England statutory guidance on the Provider Selection Regime, [NHS England » The Provider Selection Regime: statutory guidance](#) statutory guidance, will need to adhere to a distinct procurement process and therefore the procurement approach will need to be agreed with Procurement.

- 4.4.3 **Value for Money** should be defined and measured in terms of Price, Quality and any potential Social Value benefits that can be achieved by using Local Businesses, to create local jobs and support local economic growth.
- 4.4.4 **Local Suppliers** should ensure they are included in and thereby can be sourced via the **Local Business Directory** at <http://www.itslocalsouthend.co.uk>. A **Local Supplier** is defined as a **Supplier** who has a local presences/ an address with a Southend postcode; specifically, SS0, SS1, SS2, SS3 and SS9.
- 4.4.5 For the avoidance of doubt the **Council** would like to pro-actively increase the level of money it spends within the city. However, it is noted that delivery of **Value for Money** may prevent this and, in such cases, procurement which are not able to secure local quotes will not be subject to delay because of this.
- 4.4.6 Further detailed information on the Procurement Processes detailed in this table is contained within **paragraph 7 below**.

4.5 Procurement Reporting and Governance

- 4.5.1 **The Corporate Procurement Team** will issue regular reports to the relevant Governance Boards as well as Executive Director Leadership Teams.
- 4.5.2 This reporting process will ensure there is scrutiny and monitoring of the **Council's** expenditure in the context of procurement activity.
- 4.5.3 **The Corporate Procurement Team** will also report on compliance with the **CPRs**, delivery of the Procurement and **Contract Management** Strategy, progress against the **Annual/Pipeline Procurement Plan** and all **Exceptions Approvals** over the previous period.

5 Roles and Responsibilities

- 5.1 The following paragraphs set out key roles and responsibilities for **The Corporate Procurement Team**, **the Project Team**, and **Chief Officers** in the context of procurement.
- 5.1.1 The Chief Officers shall:
- (a) Agree their annual departmental procurement plans during November/December with the **Head of Corporate Procurement** so they are in place before the start of each financial year. The plans should accurately detail existing **Contracts** / spend, pending **Contract** renewals and any new **Contract** / spend identified for the next two years (as a minimum) as well as the confirmed budget.
- (b) Appoint **Officers** in their departments as **Designated Procurement Officers** who are trained in the administration of purchasing services, supplies and works.

- (c) Appoint **Officers** in their departments as **Contract Managers** who are trained in **Contract Management** and **Supplier** Relationship Management.
- (d) Ensure **Designated Procurement Officers** and **Contract Managers** are appropriately trained, supervised, appraised, and have access to the necessary systems and understand the importance of following these rules.
- (e) Be responsible for approving and delegating approval of **Contracts** / spends in their department, including any variations to **Contracts** where there are financial, legal, or commercial implications, this in line with the **Council's Key Decision-making Process**.
- (f) Collaborate with the **Head of Corporate Procurement** and **Head of Internal Audit and Counter Fraud** on an **Annual/Pipeline Procurement Plan** to ensure compliance within their departments.
- (g) Completion of any relevant procurement training available (either face to face or via the e-learning platform)

5.1.2 **Designated Procurement Officers** must:

- (a) Appraise purchases, in a manner commensurate with their complexity and value to identify the permitted and optimal procurement methodology in line with these **CPRs**.
 - (i) Check whether a suitable **Corporate Contract** or Framework agreement already exists that could be used for the purchase, or whether a specific procurement is required.
 - (ii) Develop a clear and precise set of purchasing requirements, including (but not limited to) written specification / scope, evaluation criteria and assessment methodology, drawings, seasonal trends, historical data, benchmark data, timescales, and delivery details.
 - (iii) Conduct the evaluation and award in line with these **CPRs** and the **Council's Procurement and Contract Management Strategy and Procedures**.
 - (iv) Maintain an appropriate **record** of all decisions and their reasons throughout the design and delivery of the procurement process.
- (b) Collate a report/ recommendation to purchase the services, supplies, and works in accordance with these **CPRs**; this to demonstrate **Value for Money** and ensure no commitment is made without written authorisation.
- (c) Create purchase requisitions in advance of the supply of services, supplies, and works except where a **Purchase Card (P-Card) Transaction** or **Payment without a Purchase Order (PWPO)** request applies. All purchase requisitions should be under the **Council's** agreed Terms and Conditions
- (d) Notify the **Head of Corporate Procurement** of any perceived, potential, or actual conflict of interest immediately and complete the relevant documents. This declaration must also be detailed via the **Business World System** so that appropriate approval is sought and provided.
- (e) Ensure advice is sought where required and/or relevant from the **Corporate Procurement Team** on the application of these **CPRs**, **Relevant Procurement Legislation** or the identified procurement procedure.
- (f) Completion of any relevant procurement training available (either face to face or via the e-learning platform).

5.1.3 **Contract Managers** shall:

- (a) Hold ultimate responsibility for the creation of the procurement/ **Associated Tender Documents**, including working with external consultants, leading on market engagement, and ensuring that the outcome will deliver the **Council's** requirements.

- (b) Ensure appropriate approvals are in place ahead of decisions and the commencement of the procurement process.
- (c) Lead on responding to technical **Clarification** questions from **Suppliers**, organising suitably qualified and experience individuals are available to support the evaluation process, and where negotiations are permitted/ included, that the appropriate resources are available to facilitate the process.
- (d) Managing the **Contract** and collating all information needed to comply with the various transparency obligations under the **Contract**, and in line with the **Relevant Procurement Legislation**, e.g., direct awards, managing performance, publishing notices, managing changes.
- (e) Ensure all necessary **Tender Records** are collated and maintained in line with the **Relevant Procurement Legislation** and these **CPRs**.
- (f) Ensuring appropriate forward planning for cyclical and capital **Contracts**, including informing the **Head of Corporate Procurement** so that **Contracts** are included on the **Annual/Pipeline Procurement Plan** where **CPR** levels 4 or 5 and in the Pipeline Notice where the **Contract** has a value in excess of £2m.

5.1.4 **Head of Corporate Procurement shall:**

- (a) Deliver **Contracts** in a manner that maximises the opportunities to achieve key objectives such as Value for Money, Public Benefit, and Integrity; whilst also ensuring compliance with the relevant Public **Procurement Legislation**, and all relevant supporting guidance as published from time to time by the Cabinet Office.
- (b) Ensure these **CPRs**, the **Council's** Procurement and **Contract Management** Strategy, and related documentation remains up to date with **Relevant Procurement Legislation**, including providing a regular report to that effect.
- (c) Allocate resource to key procurement projects to ensure delivery of the **Annual/Pipeline Procurement Plan** and ensure that the Annual **Pipeline Notice** is published in line with the **Relevant Procurement Legislation**.
- (d) Ensure **Procurement Advisors** keep up to date with these **CPRs**, the **Council's Financial Procedure Rules**, the procurement policies and procedures, other relevant **Procurement Guidelines** and **Procurement Legislation**
- (e) Report to cabinet on an annual basis, the **Council's Annual/Pipeline Procurement Plans** - these plans will provide details of all future **Level 4 and 5** procurements.
- (f) Oversee procurement reporting and governance, directly or by delegation to a Procurement Advisor
 - (i) Ensure scrutiny and monitoring of the **Council's** expenditure in the context of procurement activity.
 - (ii) Monitor compliance against all procurement activity and notably the **CPRs**.
 - (iii) Provide information as to those exceptions requested and approved/rejected.
 - (iv) Monitor progress against the annual and future **Annual/Pipeline Procurement Plan** and the **Corporate Procurement and Contract Management Strategy**
 - (v) Record any unplanned **CPR Level 4 or 5** procurement activity reported to it and the course of action taken to address any such unplanned procurement processes (subject to the normal approvals set out in **paragraph 6 below**).
 - (vi) Consider opportunities across departments and service areas where joint initiatives can be investigated and implemented, which in turn may deliver best value.
 - (vii) Provide information and evidence for internal audit and the fraud team which is contrary to the practices set out in the **CPRs**.

5.1.5 **Corporate Procurement Team (inc. Procurement Advisors)** shall:

- (a) Provide procurement advice and support to Chief Officers, **Designated Procurement Officers, Contract Managers**, and other **Officers** on how to purchase services, supplies and works in accordance with these **CPRs**. This advice includes administering adverts / frameworks, developing specifications / **Tenders**, conducting evaluation processes, publishing awards and operating procurement systems.
- (b) Ensure that procurement requirements are properly defined; procurement activity is competitive, transparent, fair, and complies with the **Relevant Procurement Legislation** and demonstrates value for money.
- (c) Support the **Designated Procurement Officers** with all necessary **Record Keeping**.
- (d) Support each department to proactively performance manage **Supplier Contracts** as part of an agreed **Contract Management** plan.
- (e) Support the procurement reporting and governance requirements set out in **paragraph 5.1.4(f) above**.
- (f) Ensure the timely publication of notices in line with the **Relevant Procurement Legislation**.
- (g) Maintain and update the **Public Contracts Register**.

5.2 Code of Conduct (All CPR Levels)

- 5.2.1 All **Officers**, regardless of role or title, must always comply with the **Council's** Employee Code of Conduct (**See Part 5c of the Constitution**) which means that where their role involves procuring, managing, or using the **Council's Contracts** they must comply with these **CPRs** and **Financial Procedure Rules** on the award of **Purchase Orders** and **Contracts**.
- 5.2.2 **Officers** must also not offer, promise, give or receive any gift, loan, fee, reward, regard, or advantage from or to contractors or potential contractors in respect of the award or performance of any **Contract**.
- 5.2.3 Breaches of the **Council's Employee Code of Conduct** (inside or outside of work) will be reported, investigated, and may result in disciplinary action. Serious breaches of the code may be considered gross misconduct and result in dismissal without notice.

5.3 Conflicts of Interest (Any CPR Level)

- 5.3.1 **Officers** must declare any perceived, potential, or actual conflicts of interest (financial or non-financial) or relationships that may impact on their involvement in procuring, managing, or using the **Council's Contracts**.
 - (a) **CPR Levels 1 - 3**
 - (i) This declaration must be made at the initial point of involvement, within the **Council's** ERP system (Business World) and will be reviewed by their manager.
 - (b) **CPR Levels 4 - 5**
 - (i) This declaration must be made at the initial point of involvement, to the **Head of Corporate Procurement** and recorded within the **Council's** ERP system (Business World) which will be reviewed by their manager.
- 5.3.2 This process is an essential step in managed fairly and with integrity, this applies to all individuals (**Officers** and Members) and **Suppliers** involved in any stage of the **Contract** life cycle and will require the **nominated Procurement Advisor** to carry regularly update the **Conflict Assessments** whenever anyone new gets involved in the procurement, the approval process and/ or the management of the **Contract**. The assessment must also include details of any mitigations taken/ to be undertaken to mitigate potentially unfair outcomes, e.g., use of Ethical Wall agreements, use of alternative evaluators, etc.

6 Approval to Spend & Award

- 6.1 Before commencing any procurement activity, or awarding a **Contract**, **Officers** must check that they have the required approvals in place: This to include budgetary approval and the authorisation of the relevant **Officer**, Head of Service, Director of **Chief Officer** in accordance with the **Scheme of Delegation**.

Threshold	Approval to procure	Approval to Award
£0 - £9,999.99	Line Manager	
£10,000 - £74,999.99	Contracts up to £24,999.99* - Business Unit Manager Contracts up to £74,999.99 - Head of Service, Group Manager/ Assistant Director	
£75,000 up to £249,999.99	Contracts up to £249,999.99 - Director	
Contracts over £250,000	For Contracts not included in the approved Annual Procurement Plan - Cabinet Approval/ Schools Governing Bodies <u><i>For Contracts that were included in the approved Annual Procurement Plan can be commenced with the following approval</i></u> Contracts Up to £500k – Director. Contracts up to £1m - Executive Directors Contracts over £1m - Chief Executive or Chief Financial Office	All awards over £500k must get Cabinet Approval (Key Decision) before award.

- 6.2 For Schools, in all cases, Head Teachers and their Authorised **Officers** may procure and/ or award in accordance with the delegated powers stipulated by the relevant Board of Governors.
- 6.3 **Contracts** which are **Capital Contracts** must be included in the Capital Programme in accordance with the **Financial Procedure Rules**
- 6.4 **Contracts** which have external funding must comply with the external funding rules in the **Financial Procedure Rules**. The Corporate Procurement Team must also be made fully aware of all related conditions and requirements around the compliant use of the external funding.

***Note:** **Contracts** which have a value below £1m, but for which a longer limitation period is considered necessary to protect the **Council's** interests (e.g. design **Contracts**, construction **Contracts**) shall be executed under seal as well as all **Contracts** with a value over £1M.

7 Detailed Procurement Rules

- 7.1 To ensure the purpose and principles set out earlier in **CPRs** are met, the following detailed rules must be adhered to at all times:

7.2 Contract Types & Regimes (All **CPR** Levels)

7.2.1 All spend must be classified by type and regime before a procurement process can be designed; this is due to different types and regimes having different financial thresholds and obligations. The types and regimes include.

7.2.2 Types

- (i) Goods (e.g., supplies, products, software, purchase of gas/ electric by the Council),
- (ii) Services (e.g., labour, consultants, IT advisors/ support, or technical resources); or
- (iii) Works (e.g., Construction Projects – including consultant if procured with the works).

7.2.3 Regimes

- (i) Utilities (provision of fixed networks for Gas, electric, Water, transport e.g., Buses on a fixed network),
- (ii) Light Touch (e.g., social Care, legal services, education, catering, hospitality),
- (iii) Concession (e.g., contracts that involve real **Supplier** risk and the services are paid for by service users),
- (iv) Exempt/ Excluded (Not covered).

7.3 Contract Durations (All CPR Levels)

- 7.3.1 Before calculation the **Contract** value or determining the route to market (procurement **CPR** level), **Officer** must decide both the initial and maximum **Contract** durations (including any optional extensions) and what might be the justification to apply those extensions.
- 7.3.2 The **Council's** general position is that when setting an initial contract period, any planned extension (individually or cumulatively) should not be longer than the initial contract period without express permission from the **Corporate Procurement Team** (with this to be agreed as part of the **Options Appraisal** when **CPR Level 4 or 5** or using the **Exceptions Approval Process** for **CPR Levels 2 & 3.**)
- 7.3.3 For **CPR** Level 5 procurement, this option to extend must be included in the **Tender** Notice and **Contracts** Details Notice.

7.4 Calculating Contract Value (All CPR Levels)

- 7.4.1 Before commencing any procurements, the correct estimated **Contract** value must be calculated.
- 7.4.2 The estimated **Contract** value must include ALL monies that could be paid over the maximum life span of the **Contract** (or Framework/ Dynamic Market), to the successful **Suppliers(s)** regardless of the source; e.g., all planned and potential costs, additional requirements, fees/ commissions, **contract** extensions and/ or prizes/ participation costs plus any contingencies, whether funded by the authority, other grants or paid for by service users (concession **contract** e.g., operation of leisure centres, bus **contracts**, community cafes). The total must also include Value Added Tax (VAT) at 20% (*Where buying from outside the UK, Officers should seek advice from the Corporate Procurement Team*).
- 7.4.3 **Officers** must not underestimate or split the **Contract** into multiple short **Contracts** or into multiple small **Contracts** (Disaggregation) to artificially avoid certain procurement thresholds; doing so could result in future requests to modify or extend the **Contract** being declined.
- 7.4.4 Where the **Council** is unable to estimate the value of a procurement, it should be advertised in line with the rules for a **Covered Procurement** to ensure it is accessible to **Treaty Suppliers**.

7.5 Duty to Consider Lots (All CPR Levels)

- 7.5.1 In determining the **CPR** Level and the rules that apply, **Officers** must consider whether the **Council** could deliver the requirements through a number of Lots. This being a balance of removing barriers for SMEs and **Council** capacity to manage multiple smaller **Contracts**. **Officers** should consult with their **Procurement Advisor** in deciding this and the decision must be noted in the **Tender** Record (see paragraph 7.34 below) and in the **Tender** Notice (**CPR** Level 5 Covered Procurements only)

7.6 Risk Assessments (CPR Level 4 & 5)

7.6.1 **Contract Managers**, with their **Procurement Advisors**, must conduct a risk assessment in the following situations.

- (a) where the procurement is a **Covered Procurement** AND
 - (i) is establishing a new **Framework** or **Dynamic Market** with multiple **Suppliers**.
 - (ii) includes a **Special Purpose Vehicle**,
 - (iii) is for a **Contract** duration in excess of five years,
 - (iv) includes design liabilities and/ or collateral warranties,
 - (v) involves intellectual property,
 - (vi) involves a significant Health & Safety consideration,
 - (vii) is likely to be subject to significant inflation risks, or
 - (viii) where the spend relates to substantial direct awards or **contract** extensions that carry risks under the **Relevant Procurement Legislation**.

7.6.2 The outcome of the risk assessment must both be:

- (a) documented in the **Invitation to Tender** as it will feed into the process design and governance/ approval process; and
- (b) added to the **Corporate Risk Register** for monthly monitoring by the **Contract Manager**.

7.7 Market Research (CPR Levels 4 & 5)

7.7.1 **CPR** Level 4 Procurement - **Officers** are encouraged to conduct soft market testing for all **CPR** Level 4 procurements to ensure the most appropriate route to market is selected.

7.7.2 **CPR** Level 5 Procurement – **Officer** must agree with their nominated Procurement Advisor whether **Preliminary Market Engagement** is required to design/ inform the route to market. Where **Preliminary Market Engagement** is used, a **Preliminary Market Engagement Notice** must be published, all information must be carefully collated for sharing and the **Conflict Assessment** referenced in **paragraph 5.3 above** must be updated.

7.8 Approval to Procure

7.8.1 Before any procurement process can commence, approval must be demonstrated in line with **Paragraph 6** above.

7.9 Contract Documentation (CPR Levels 2 to 5)

7.9.1 Standard Contracts

- (a) The **Council** has a standard set of terms and conditions to be used for all **CPR Level 1 to 3** procurements that do not have complex requirements and are not to be varied, these are to be sent to the **Suppliers** as part of the procurement documentation.

7.9.2 Industry or Complex Contracts

- (a) Where more complex procurement requirements need tailored or specific terms and conditions (i.e., NEC, JCT, performance related incentives, payment terms, data protection requirements, safeguarding) usually within **Tender** requirements for **CPR** Level 4 and 5 **Contracts**, written approval must be sought from the **Head of Corporate Procurement** and / or Executive Director (Legal and Democratic Services) to vary the **Council's** terms and conditions. In all cases, irrespective of value, **Purchase Orders** and **Contracts** shall clearly specify as a minimum:

- (i) Details of what is to be supplied (i.e., the works, materials, services, deliverables, or description of works)
- (ii) Payment terms (i.e., the price to be paid and when (noting the obligation to pay **Suppliers** within 30-days of a valid invoice)) this can be a schedule of multiple payments and / or milestone payments.
- (iii) The dates, or times, within which the **Contract** is to be performed; and the provisions for the **Council** to terminate the **Contract**.
- (iv) The **Contract Management** process and information to be published (where a **Public Contract** over £5m).

7.9.3 Parent Company Guarantee & Performance Bond

- (a) All **Contracts** over £250k may include an **option** for the **Council** to request a Performance Bond and/ or a Parent Company Guarantee. The requirement is likely to be applied where the project or a **Contractor** is deemed as a high risk for failure (likelihood and/or impacts). This requirement to be agreed with the **Corporate Procurement Team** and the relevant Director.
- (b) Where a bond or guarantee is deemed necessary – this should be in a form acceptable to the **Council** and in consideration of the form of **Contract** being used.

7.10 Procurement Process & Documentation

7.10.1 **Paragraph 4.4 above** set out the threshold and processes rules (**CPR** levels) available. Further guidance on the process and documentation requirements for the different **CPR** Levels is included below.

7.10.2 CPR Level 1

- (a) In circumstances where an **Officer** does not have a P-Card or the **Supplier** does not accept a P-Card, a **CPR** Level 2 process must be followed.
- (b) **Officers** must retain all receipts for purchases made using a purchase card; these to be provided to finance.

7.10.3 CPR Level 2

- (a) **Officers** must explain their requirements to the identified **Supplier** and the **Supplier** must provide a proposal that can be attached to the **Council's Standard Terms and Conditions**.
- (b) **Officers** must raise a PO, attach the Quote(s), and include a spend justification in the appropriate part of the P2P system.
- (c) Details of the **Contract**, and an electronic copy, must be added to the **Contract** Register.

7.10.4 CPR Level 3

- (a) **Officers** must create a specification detailing the **Contract** requirements, this to be accompanied by the **Council Standard Terms and Conditions**.
- (b) **Officers** must raise a PO, attach the Quote(s), and include a spend justification in the appropriate part of the P2P system.
- (c) A **Below Threshold Contract Details Notice** must be published for all **Contracts** with a value of £30k inc. VAT, as soon as reasonably practicable after the award.
- (d) Details of the **Contract**, and an electronic copy, must be added to the **Contract Register**.

7.10.5 CPR Level 4

- (a) **Officers** must consult with their nominated Procurement Advisor to agree the optimal route to market for their requirement, e.g. a **corporate Contract**, **approved Framework**, advertised or non-advertised opportunity. This decision should consider how the **Council** can remove

barriers for SMEs or include **Local Suppliers** and open up opportunities for them to deliver **Council Contracts**. Equally, **Officers** should consider whether it is practical and appropriate to include social value in line with the **Corporate Social Value Policy** within the **Award Criteria**.

- (b) **Officers** will need to develop a specification and **Award Criteria** and must detail how the **Tenders** received will be assessed; plus, appropriate **Conditions of Tendering**, along with a suitable **Contract** and amendments, as advised by the **Procurement Advisor**.
- (c) Where the procurement relates to works and the opportunity is being advertised, and the value exceeds the threshold for goods and services, **Officers** may use a discrete **Conditions of Participation** Stage to limit **Suppliers** to invite to submit **Tenders**. These **Conditions of Participation** must detail whether **Excluded Suppliers** and/ or **Excludable Suppliers** will be excluded and if so, which grounds apply.
- (d) An advert (**Below Threshold Tender Notices**) must be published to invite **Tenders** unless using an approved framework or **corporate Contract**.
- (e) A **Below Threshold Contract Details Notice** must be published as soon as reasonably practicable.
- (f) Details of the **Contract**, and an electronic copy, must be added to the **Contract Register**.

7.10.6 **CPR Level 5**

- (a) **Officers** must liaise with their nominated **Procurement Advisor** to agree the optimal route to market for their requirement, e.g. including but not limited to use of an existing **corporate Contract**, a **Competitive Tendering Procedure (Open Procedure or Competitive Flexible Procedure)**, use of an **approved Framework, Dynamic Market, Dynamic Purchasing System**, or **Direct Award** (in line with **this paragraph**).
- (b) **Officers** will need to develop an Invitation to **Tender** and **Associated Tender Documents**, this to include.
 - (i) **A Specification** (including Key Performance Indicators for **Public Contracts** with a value over £5m inc. VAT).
 - (ii) **Conditions Of Participation** – legal, financial, and technical capacity and capability requirements the **Suppliers** must meet, (including details on Mandatory Exclusion Grounds and Discretionary Exclusion Grounds, Debarment and excluding **Suppliers**).
 - (iii) **Award Criteria and Assessment Methodology**, including criteria relating to cost/ price (and **Value for Money**), technical requirements and social value (in line with the **Corporate Social Value Policy**).
 - (iv) A detailed description of the **Competitive Tendering Procedure** being used and **Conditions of Tendering**. Where using the **Competitive Flexible Procedure**, this must include details of if and when **Supplier** numbers may be limited, all and any **Tender** rounds, any **Negotiations/ Dialogues/ Presentations/ Demonstrations** etc., and any options to refine the **Award Criteria**)
 - (v) A suitable **Contract** and if needed, **Council Amendments**, and
 - (vi) Any other documents as advised by the **Procurement Advisor**.
- (c) A **Tender Notice** is required to launch/ advertise the procurement; the **Associated Tender Documents** should all be published at the same time. **Officers** must consult with their nominated Procurement Advisor to agree timescales for this notice and subsequent stages in the procurement process.
- (d) A **Contract Award Notice** and **Standstill Period** will be required in most cases; advise should be obtained from the nominated Procurement Advisor as part of the initial process design.

- (e) A **Contract** Details Notice will need to be published within 30 days of entering into the **Contract**.
- (f) Details of the **Contract**, and an electronic copy, must be added to the **Contract** Register.
- (g) **Public Contracts** must be managed in line with **paragraph 9 below**.

7.11 Procurements under an Approved Framework

- 7.11.1 Where a **Contract** is to be let under an existing/ approved **Framework** then any **Competitive Selection Process** or **Direct Award** must be made in line with the rules of the **Framework**, **paragraph 4.4 above** and the **Relevant Procurement Legislation**.

7.12 Procurements under a Dynamic Market

- 7.12.1 Where a procurement is to be conducted under an existing/ approved **Dynamic Market** then a **Competitive Flexible Procedure** must be used in line with the rules of the **Dynamic Market** and the **Relevant Procurement Legislation**.
- 7.12.2 **Dynamic Markets** cannot be used for **Below Threshold Contracts** for Goods & Services **Contracts**. However, it can be used for Works contracts in line with **paragraph 4.4 above** and the **Relevant Procurement Legislation**.

7.13 Procurements under a Dynamic Purchasing System (DPS)

- 7.13.1 Where a **Contract** is to be awarded under an existing DPS, the procurement is to be conducted in line with the DPS agreement, **paragraph 4.4 above** and the **Relevant Procurement Legislation**.

7.14 Procurement under the Provider Selection Regime

- 7.14.1 Apply to health care services provided to individuals.
- 7.14.2 Direct Award A
 - (a) The **Council must** be used where there is an existing **Provider** and there is no realistic alternative.
 - (b) Can only be used where there are existing **Contracts**.
- 7.14.3 Direct Award B
 - (a) The **Council must** be used where patients are offered a choice, the number of **Providers** is not restricted, there is an advert, and **Providers** can express an interest and all suitable **Providers** that can provide the service are offered a contract.
 - (b) Can be used where there are existing **Contracts** or new requirements.
- 7.14.4 Direct Award C
 - (a) The **Council may** use this option where there is an existing **Provider**, the services required are not changing considerably, the **Provider** is satisfying the requirements of the existing **Contract** and are likely to satisfy the requirements of the new **Contract**.
 - (b) Can be used where the **Council** is not required to use options A or B.
- 7.14.5 Most Suitable Provider
 - (a) The **Council may** use this option where, based on the information available, the **Council** is of the view that they can identify the Most Suitable Provider.
 - (b) Can be used where the Council is not required to use options A or B, and does not want to use option C.
- 7.14.6 Competitive Process

- (a) This process requires an advert and a formal **Procurement** process.
- (b) This is the option that can be used to establish a Framework.
- 7.14.7 All above procurements/ contracts must be let in line **paragraph 4.4 above** and the **Relevant Procurement Legislation**.
- 7.14.8 Further guidance on process and notices must be obtained from the **Corporate Procurement Team**.

7.15 Mixed Procurements

- 7.15.1 Where a **Contract** involves spend under more than one **Regime** or **Relevant Procurement Legislation**, and it is not possible to award the **Contracts** separately, then the **Contract** should be procured in line with the rules in these **CPRs** and the **Relevant Procurement Legislation** which amount to the largest share of the cost.
- 7.15.2 Further guidance on process and rules must be obtained from the **Corporate Procurement Team**.

7.16 Clarification Process (All CPR Levels)

- 7.16.1 The **Council** reserves the right to clarify any incomplete, inaccurate, or misleading information provided to it by a **Supplier**, and to request an explanation and evidence if doing so would not put that **Supplier** at an unfair advantage.
- 7.16.2 All **Clarification** (by **Suppliers** and the **Council**) must be raised and managed through the **E-Procurement System**.
- 7.16.3 Where a **Supplier** asks a question, the questions and responses will be shared with all **Suppliers**; an exception being where the **Supplier** specifies that the question relates to sensitive commercial information, and the **Council** accepts this.
- 7.16.4 A record of all **Clarification** must be maintained.

7.17 Negotiation and/ or Dialogue Process (CPR Level 5 - Covered Procurement)

- 7.17.1 Where the **Council** uses a **Competitive Flexible Procedure** and includes a **Negotiation** or **Dialogue** stage(s) these will be conducted in accordance with the **Relevant Procurement Legislation** Guidance and the Invitation to **Tender**.
- 7.17.2 Only **Suppliers** who have not previously excluded or disregarded will be invited to participate in such activities/ **Tender** rounds.
- 7.17.3 The **Council** reserves the right to update **Associated Tender Documents** following such activities/ **Tender** rounds.

7.18 Presentation, and Demonstrations (CPR levels 4 & 5)

- 7.18.1 Where the **Council** uses **Competitive Flexible Procedure** and includes any of these requirements, the **Council** reserves the right to score the information shared during these activities and to Limit the number of **Suppliers** to proceed to the next stage if permitted by the Invitation to **Tender**.
- 7.18.2 Where the **Councils** uses any other procurement process, they reserve the right to include scored demonstrations and/ or presentations as deemed appropriate to the nature, complexity, and value of the contract.

7.19 Submitting Tenders (CPR Levels 4 and 5)

- 7.19.1 In most cases, **Tenders** will need to be submitted electronically; however, the **Council** reserves the right to receive **Tenders**, in part or in full, hard copy, where examples or other products, samples or models are required. In all situations, details of how **Tenders** are to be submitted will be clearly set out in the **Invitation to Tender**.

- 7.19.2 It is the responsibility of **Supplier** to submit their **Tenders** in time and in line with the instructions included in the Invitation to **Tender** and/ or on the **E-Procurement System**.
- 7.19.3 The **Council** accepts no responsibility for **Tenders** that are disregarded for being late or non-compliant.

7.20 Late Tenders (CPR Levels 4 and 5)

- 7.20.1 The **Council** is unlikely to accept late **Tenders**; however, where it is a fault with the **Council's** IT/ e-procurement portal that can be independently evidenced, that prevented the **Supplier** submitting their **Tender** on time/ in the required format, then the **Council** may accept the Tender.

7.21 Opening Tenders (CPR Levels 4 and 5)

- 7.21.1 Where **Conditions of Participation** and/ or **Tenders** are submitted electronically through the **E-Procurement System**, these will be opened/ released by a member of the **Corporate Procurement Team** (or a designated independent verifier). That individual must not be part of the project team charged with the delivery of the procurement or any part thereof.
- 7.21.2 Where a **Tender** or part thereof is submitted hardcopy/ physical items are submitted, the **Tender** must be received and open by an independent individual in the presence of a witness, and the documents/ items submitted recorded, dated, and signed in the **Tender Record**.

7.22 Compliance Checks & Corrections (CPR Levels 4 and 5)

- 7.22.1 **Suppliers** may not amend or request an amendment to their **Tender** after the date and time for receipt of **Tenders**.
- 7.22.2 The **Council** will conduct an initial compliance check to ensure that all documents requested have been submitted and that they have been submitted in line with the **Invitation to Tender**. Any **Tender** failing this check, who upon clarification, still fails this check (in line with the **Relevant Procurement Legislation** and the obligation to treat all suppliers fairly and the same) will be deemed non-compliant and the **Supplier** excluded from further consideration.
- 7.22.3 Following this, where there are inconsistencies or errors, the **Council** may seek **Clarification** in line with **paragraph 7.16 above**; these **Clarification** may include confirming the resolution of any arithmetical error or that of another clear, self-evident, and obvious errors that has been identified during the initial review and compliance check. Where the resolution of the error is agreed by at least two **Officers** and can be resolved without the need for additional information, the **Council** reserves the right to resolve this error and deem the **Tender** compliant.
- 7.22.4 The **Clarification** process may not be used to seek any amendments and/ or request information that changes or enhances a **Supplier's Tender**, where that change/ amendment would amount to an unfair advantage and/ or where this might undermine the integrity of the procurement process.
- 7.22.5 Where a **Supplier** is excluded for a non-compliant **Tender** or where a correction is made, this must be included in the **Tender Record**.

7.23 Training (CPR Levels 4 and 5)

- 7.23.1 It is the responsibility of the appropriate Chief Officer of each department or establishment involved in the procurement process to ensure that all relevant Members of staff are trained in the correct procedures in line with these **CPRs**.
- 7.23.2 **The Corporate Procurement Team** will support **Officers** by providing training, advice, and any necessary templates to enable them to understand and adhere to these **CPRs** and **Tender** effectively.

7.24 Evaluation (CPR Level 3)

- 7.24.1 Before participating in an evaluation and moderation process, all **Officers** must complete/ update their Conflict-of-Interest Declaration.
- 7.24.2 Where an **Officer** invites quotes, they will identify the preferred **Supplier** based on the lowest price compliant quote that meets the technical and legal requirements (without negotiation) as set out in the Specification and delivers Value for Money.
- 7.24.3 The above decision to be approved by a senior Officer or the budget holder.

7.25 Evaluation & Moderation (CPR Levels 4 and 5)

- 7.25.1 Before participating in an evaluation and moderation process, all **Officers** must complete/ update their Conflict-of-Interest Declaration.
- 7.25.2 Where **Officers** invite **Tenders** in response to an advert, they are required to identify the Most Advantageous **Tender** (MAT), this to be a balance of quality and price.
- 7.25.3 Before an evaluation process commences, the nominated **Procurement Advisor** will check whether a **Supplier** is on the **Debarment List**, is and **Excluded Supplier** or is and **Excludable Supplier** and must, in line with the Invitation to **Tender**, be excluded from participation in/ the award of the **Contract**. (where the procurement is a **CPR Level 5 - Covered Procurement**, this decision must be notified to the Cabinet Office)
- 7.25.4 The **Contract Manager**, along with other suitably qualified and experienced individuals will then be required to carry out an individual evaluation of any **Conditions Of Participation**, Initial/ Intermediate/ Final **Tenders** received, and/or any score demonstrations or presentation; to make notes in line with the **Award Criteria** and **Assessment Methodology** and to highlight any incomplete, inaccurate, or misleading information that needs to be clarified and to share this with the nominated Procurement Advisor.
- 7.25.5 The **Procurement Advisor** may, at their discretion and in line with the **Relevant Procurement Legislation**, request an explanation and/ or evidence if doing so would not put that **Supplier** at an unfair advantage.
- 7.25.6 The responses to such **Clarification** requests will be shared with evaluators and discussed as part of the moderation meeting.
- 7.25.7 Final scores and their reasons will be agreed by consensus in line with the Invitation to **Tender** document.

7.26 Limiting Suppliers (CPR Levels 4 and 5)

- 7.26.1 Where the **Council** is using a discrete **Conditions of Participation** stage, and or multiple **Tender** rounds, the **Council** may, where indicated in the **Invitation to Tender** (and the **Tender** Notice) limit the number of **Suppliers** to proceed from one round to another following a fair and transparent evaluation of the information provided for that stage.

7.27 Internal Approval – All CPR Levels

- 7.27.1 Before notifying any **Suppliers** of an intention to award, approval must be obtained in line with **Paragraph 6** and the **Scheme of Delegation**.

7.28 Assessment Summaries (CPR Level 5 - Covered Procurement)

- 7.28.1 Once a decision has been made internally, all **Suppliers** who had their only/ final **Tenders** assessed will be issued with an Assessment Summary.
- 7.28.2 The assessment summary will include the scores and the reason for those scores against each of the **Award Criteria** in consideration of the Assessment Summary and the **Supplier's** bid.
- 7.28.3 For **Unsuccessful Suppliers**, they will receive the information at **paragraph 7.28.2 above** for themselves and for the **Successful Supplier** (less any **Sensitive Commercial Information**).

7.28.4 This document does not start the **Standstill Period**.

7.29 Contract Award Notice & Standstill (CPR Level 5 - Covered Procurement)

7.29.1 Following the issuance of the Assessment Summary, the **Council** must, in line with the **Relevant Procurement Legislation**, publish a **Contract Award Notice**.

7.29.2 Where a Mandatory **Standstill Period** is required by **Competitive Tendering Procedure** or where a discretionary **Standstill Period** is being applied, this must be at least eight working days,

- (i) Under the **PA23**, – this starts on the day the **Contract Award Notice** was published)
- (ii) Under the **PSR23, PCR15, CCR16**, – this starts on the day after the **Contract Award Notice** was published)

and ending on a working day.

7.29.3 Once the **Standstill Period** has expired, the **Council** may enter into a **Contract** with the Successful **Supplier** at their convenience. (Noting that until the **Contract** is signed, the **Council** may terminate the procurement at their sole discretion with any costs incurred to be borne by the party incurring them.

7.30 Contract Approval & Execution (All CPR Levels)

7.30.1 **Contract** execution to be completed in line with **paragraph 6 above**.

7.31 Signing of Non-Disclosure Agreements and Letters of Intent (LOI) (All CPR Levels)

7.31.1 Non-disclosure agreements can only be signed by approved signatories detailed in **paragraph 6 above** or by the **Head of Corporate Procurement**.

7.31.2 Generally, it is the **Council's** policy not to enter into discussions with **Suppliers** based on Letters of Intent (LOI), other than in cases of extreme urgency.

7.32 Contract Details Notice & Publication of Contracts (CPR Levels 3, 4 and 5)

7.32.1 Regulated Below Threshold Procurements

- (a) All **Contracts** with a value over £30k inc. VAT require a **Below Threshold Contract Detail Notice** to be Published.

7.32.2 Covered Procurements

- (a) All **Public Contracts** must have a **Contract Details Notice** published. Where the **Contract** value exceed £5m inc. VAT, this notice must set out the three most important KPIs.
- (b) All **Public Contracts** with a value in excess of £5m inc. VAT must be published (**Sensitive Commercial Information** and personal data (**Data Protection Act**) may be redacted).

7.33 The Contracts Register and Storage of Contracts (CPR Levels 2 to 5)

7.33.1 The Council is required to publish the following information.

- (i) Maintaining a **Contract Register** of all ongoing **Council Contracts** with a value of £5,000.
- (ii) Storing an electronic copy of all **Contracts** over £5,000 on that **Contract Register**.
- (iii) Ensuring that the original copy of all **Contracts** executed under seal are passed to the **Legal Department** for storage.

7.33.2 **For levels 1 – 3** – this information must be collated and recorded by the Service Area

7.33.3 **For Levels 4 & 5** – this information must be collated and recorded on the Council's E-Tendering System by the service which led of the procurement.

7.33.4 The service areas and allocated **Contract Managers** must retain a duplicate/ their own copy of the **Contract** to ensure it is effectively managed throughout the lifetime of the **Contract**.

7.34 Record Keeping (CPR Levels 4 and 5)

7.34.1 The **Designated Procurement Officers** (CPR Level 4) and/or the **Procurement Advisor** (CPR Level 5) shall record and retain details of all decisions made, using the appropriate template/ in the **Council's E-Procurement System**. These decisions to include the following information as a minimum.

(a) Procurement Stage

- (i) Budgetary approval and delegated authority information.
- (ii) Pre-**tender** market research/ Preliminary Market Engagement.
- (iii) Reason for the selected procurement process/ route to market/ exception
- (iv) A summary of the Procurement/ **Associated Tender Documents** and key **Contract** terms and conditions.
- (v) The **Award Criteria & Assessment Methodology**.
- (vi) A summary of the **Tender** received from **Suppliers** (with actual **Tenders** included as appendices) including.
 - Date and Time received.
 - Details of individuals that opened/ released the **Tenders**.
 - Number of SMEs.
 - Number of Local **Suppliers**.
 - Number/ Details of **Excluded Suppliers**.
 - Number/ Details of **Disregarded Tenders**.
 - Details of any corrections to arithmetical errors, etc.
 - Details of any **Suppliers** excluded for unfair advantage/ **Conflict of Interest**.
- (vii) Supplier Clarifications.**
- (viii) Evaluation and moderation notes.
- (ix) Council Clarifications.**
- (x) **Tender** negotiation (incl. minutes) (where permitted by the route to market).
- (xi) **Tender** decision/ recommendation.
- (xii) Records relating to **Conflicts of Interest/ Conflict Assessment**.
- (xiii) Internal governance.
- (xiv) **Assessment Summaries** information.
- (xv) **Contract Award Notice & Standstill Period** information.
- (xvi) Any other decision/ information as deemed necessary to justify the proposed approach and award.

(b) Contract Stage

- (i) Copies of the **Contract** documents
- (ii) **Contract Details Notice** Information
- (iii) Records relating to **Conflicts of Interest**
- (iv) Communications with the successful **Supplier** throughout the period of the **Contract**
- (v) Quality Assurance, Health & Safety, and Environmental Management of the **Contract**.
- (vi) Post award **Contract** documentation such as variations, extensions, reviews, breaches, and **Performance Notices** (please note that is the primary responsibility of the **Contract Manager** but in collaboration with the nominated **Procurement Advisors** on **CPR level 5 Public Contracts**.)

7.34.2 Full guidance is contained in the procurement policies and procedures and **Contract Management** tools and training.

7.35 Record Retention (**CPR Levels 4 and 5**).

- 7.35.1 The **Designated Procurement Officers** (**CPR Level 4**) and/or the **Procurement Advisor** (**CPR Level 5**) shall retain:
- (a) **Successful Supplier Contract** files executed under seal must be kept for twelve (12) years after the end of the **Contract**.
 - (b) **Successful Supplier Contract** files executed under hand must be kept for six (6) years after the end of the **Contract**.
 - (c) All other files (including the Records to be kept in **paragraph 7.34 above**, must be kept for three years from the date on which the **Council** enters into the **Contract**.
 - (d) Within the **Council's E-Procurement System** electronic copies of successful and unsuccessful **Tenders** and documents may be retained for an indefinite period (even if under archive).

7.36 Purchase Requisitions and Purchase Orders (**CPR Levels 2 to 5**)

- 7.36.1 All purchases made under these **CPRs** require a method to transact with/ pay the **Supplier**, the default system being to raise a requisition and **Purchase Order** on the **Council's P2P** and to issue this to the **Supplier** with a copy of the **Council's** agreed terms and conditions.
- 7.36.2 When using P2P, **Officers** must raise the requisition for approval and enter details of their purchasing requirements (to be supported by quotes) in advance of the supply of services, supplies or works, manage authorisation, and then once approved, manage the **Contract**, and make payments to **Suppliers** in line with the **Contract**. This system provides a mechanism to report on the **Council's** expenditure, which is an essential part of effective **Contract Management**.
- 7.36.3 Alternative options/ exceptions include.
- (a) **Procurement Purchase Card (P-Card)**, or
 - (b) **Payment Without Purchase Order (PWPO)**.
- 7.36.4 **P-Cards** should only normally be used for purchases under £1k and should not be used to circumvent these rules. This being more efficient than setting up a **Supplier** on the **P2P** for single/ low value requirements. Receipts must be maintained and stored for all such purchases.
- 7.36.5 **PWPO** should only be used where it would not be practical to raise a purchase requisition in advance of supplying services, supplies or works.
- 7.36.6 Under no circumstances should purchase requisitions be raised retrospectively to cover any invoiced services, supplies or works. If, however exceptional circumstances apply then a

PWPO form would need to be attached to any retrospective order raised on **Business World**.

7.37 Contract Management (All CPR Levels).

- 7.37.1 **Officers** is responsible for accepting the services, supplies or works received from the **Supplier**; and ensuring it meets the standards set in the **Purchase Order** or **Contract**.
- 7.37.2 In addition to the above, all **Contracts** that are **CPR level 4 or 5** must be managed via the **Council's Contract Management** system in line with **paragraph 9** below unless agreed otherwise by the **Corporate Procurement Team**.
- 7.37.3 All **CPR Level 5 Covered Procurement/ Public Contracts** must also be managed in accordance with the **Relevant Procurement Legislation**.

8 Exceptions to the Contracts Procedure Rules

- 8.1 In certain circumstances, an **Officer** may request an exception to one or more of the **CPRs** to award a **Contract** without competition.
 - 8.1.1 **Exceptions** are reserved for exceptional circumstances and can only be granted where good reasons can be sufficiently evidenced.
 - 8.1.2 For **Below Threshold (and Exempt) Procurements**, the decision to allow the **Exception** is for the **Council** to decide, subject to their **Key Decision** rules **(insert reference to scheme of delegation)**, and the contract value being below £499,999.99 (or for Goods & Services, the Goods & Services Threshold), the request can be approved by the **Head of Corporate Procurement** alone or with an Executive Director in line with the table below.
 - 8.1.3 Where the request relates to a **Public Contract**, approval must be in line with the **Relevant Procurement Legislation**; and lack of planning or convenience are not acceptable grounds.
 - 8.1.4 Before any exception is sought, the requesting **Officer** must ensure the budget allocation for the exception is in place. Where a **Direct Award** of a **Public Contract** is agreed, the relevant notices must be published.

8.2 Exception Request Approval Process for each Procurement Threshold

- 8.2.1 **Officers** must complete a **Tender/Procedural Exception Request Form** and submit for approval in line with the following requirements.

Threshold	Exception Approval Requirements
£0 - £999.99	Not required if best value is ascertained.
£0 - £9,999.99	Not required if best value is ascertained.
£10,000 - £74,999.99	Head of Corporate Procurement (or senior Procurement Advisor)
£75,000 up to £99,999.99	Head of Corporate Procurement (or senior Procurement Advisor) AND Executive Director or Director <i>(except Goods and Services which is capped at the Goods and Services threshold, in line with paragraph 4.4)</i>
Above £500,0000	Cabinet Approval (Key Decision)

- 8.2.2 Any **Exception Request** made against any of the **CPRs** Levels must be sought in advance of any contractual agreement. **Exception Requests** should not be made or granted retrospectively.
- 8.2.3 A request to seek quotes rather than advertise a requirement (**CPR Levels 4**) must also follow the above process,

- 8.2.4 Where an award of a new contract is agreed for contracts in excess of £30,000 (inclusive of VAT), the relevant notices must be published. In respect of contracts relating to healthcare services that fall within the Provider Selection Regime, the relevant notices must be published in agreement with the Corporate Procurement Team.
- 8.2.5 It is unlawful for **Officers** or **Members** to seek to avoid or circumvent the **Relevant Procurement Legislation**. Therefore, approval of any **Exception Requests** equal to or over the **Public Contract** threshold will only be permitted where the **Head of Corporate Procurement** has been consulted and identified a lawful justification under the **Relevant Procurement Legislation**.
- 8.2.6 All **Exception Requests** to these **CPRs** will be reported to the relevant governance board/s as required.
- 8.2.7 Note: Where the **Corporate Procurement Team** believe it to be prudent; an exception will be referred to internal audit for further action.

8.3 Emergencies - Immediate (direct) awards.

- 8.3.1 These **CPRs** allow for both “immediate” and “urgent” action to be taken by the **Council** under separate and differing circumstances and approvals. The immediate action permissible under an emergency situation by designated **Officers** are set out below.
- (a) **Designated Procurement Officers** may make an immediate (direct) award in the case of unforeseeable emergencies which represent or without action would result in.
- (i) Immediate danger to life or health
 - (ii) Immediate severe damage to property
 - (iii) Any other circumstance where the consequences of which would be equal to or greater than those above.
- (b) **Designated Procurement Officers/ Contract Managers** may make immediate, potential multiple (direct) awards where the total **Contract Value** equates to a **CPR Level 3** procurement or below. The emergency circumstances must require the **Council** to respond immediately to events which are beyond the genuine control of the **Council**. This includes but is not limited to natural or manmade disasters such as flooding, fires, or civil unrest. Any emergency procurement must be reported to the **Head of Corporate Procurement**, by the **Officer** who put in place the emergency procurement as soon as practically possible and in any event, within 72 hours.
- 8.3.2 Any such **Contract** entered into on this emergency basis by the **Council** must not be for a term of more than four weeks: during which time, the **Council** must procure all further contracts needed to deal with any outstanding issues related to, or originating from, an Emergency Situation via a compliant procurement process. This includes, but is not limited to, the appropriate use of the “urgent” action permitted as part of the Exception Process.

8.4 Emergencies - Urgent (Direct) Award

- 8.4.1 All **Procurement Legislation** include an option for Direct Award where the works or the supply of either goods or services are strictly necessary for reasons of extreme and unavoidable urgency and this urgency is not attributable to any act or omission of the **Council**, and it was not foreseeable.
- 8.4.2 Where such an option is being relied upon, this must be agreed with the **Head of Corporate Procurement** before a **Contract** is awarded.
- 8.4.3 Where such award is agreed, a **Transparency Notice** detailing the intention to award the **Contract**, and this must be followed by a **Contract Award Notice** (applying a **voluntary Standstill Period**) and a **Contracts Details Notice** in line with the **Relevant Procurement Legislation**.

8.5 Other Grounds for Direct Award

8.5.1 User Choice Contracts

- (a) Award of **Light Touch Contracts** that are supplied for the benefit of a particular Individual.

8.5.2 Single Supplier

- (a) Where there is a monopoly/ single **Supplier** due to **Intellectual Property** rights or competition is absent for technical reasons and there are no reasonable alternatives to these goods, services or works.
- (b) Creation of unique pieces of art or artistic performance.

8.5.3 Prototype or Development.

- (a) Where the **Council** is seeking a prototype or novel goods or services to be developed for the **Council**

8.5.4 Additional or Repeat goods, services or works.

- (a) Where the use of an alternative **Supplier** would be incompatible with existing good, services or works, or alternatives would result in disproportionate technical difficulties in operation or maintenance. OR
- (b) Where the additional requirements were expressly allowed for as part of a **Competitive Tendering Procedure** and a **Transparency Notice** detailing the award is published within 5 years of the original **Tender Notice**.

8.5.5 Provider Service Regime direct awards under Process A, B or C.

- (a) Where the purchase relates to **Health Care Services**, these being defined in **The Health Care Services (Provider Selection Regime) Regulations 2023, Schedule 1** – relevant CPV codes.

- 8.5.6 In all of the above circumstances, the **Officer** must complete **Tender/Procedural Exception Request Form**; this to detail the proposed grounds for the **Direct Award** and a justification, e.g., where proposing there is a single **Supplier**, the market research/ testing that has been conducted to evidence this justification.

9 Contract Management

- 9.1 For a **Contract** classified as a **CPR level 4 and 5**, the **Chief Executive**, Executive Directors, Directors, **Contract Managers**, Designated **Procurement Officers** and nominated **Procurement Advisors** must ensure that the **Council's Contract Management** processes as set out below are adhered to.

9.2 Definition and Scope of Contract Management Activities within the Council

- 9.2.1 **Contract Management** is the active management of the relationship between the **Council** and a **Supplier** over the term of the **Contract** for the provision of services, supplies and works to a set of agreed standards.

- 9.2.2 **Contract Management** activities should be proportionate to the value, duration, risk, and complexity of the **Contract**.

- (a) Simple purchase **Contracts** (i.e., an item of office furniture) will usually only require inspection on receipt and payment of the invoice whilst for complex or high value **Contracts**,
- (b) **Contracts** that are complex or high value and assessed at Level 1 (risk) or Level 2(risk) will need to appoint a full-time Contract Manager and follow the **Contract Management Framework** and use documents sourced from the **Contract Management Framework**.

- 9.2.3 The following are the **Council's** key **Contract Management** principles and are also set out within the **Corporate Contract Management Framework**, **Contract Management Manual**, and other tools available within the Teams Channels for **Contract Managers**:

Principle	Meaning of Principle
Governance.	Contract governance refers to the framework and processes established by organisations to oversee and control their Contracts effectively. It involves defining policies, procedures, and standards for creating, negotiating, executing, and monitoring Contracts to ensure alignment with organizational goals and objectives. Contract governance aims to minimize risks, enhance compliance, and optimize Contract outcomes by providing clear guidelines and accountability mechanisms for managing Contracts .
Monitoring and reporting.	Involves tracking the performance and compliance of Contracts throughout their lifecycle. Collecting, analysing, and presenting data related to Contract performance. This helps in making informed decisions and maintaining transparency.
Financial controls.	Effective financial controls help organizations manage their Contracts more efficiently, reduce financial risks, and ensure that Contractual obligations are met within budget.
Relationship management.	Ensuring that all parties involved in a Contract maintain a positive and productive working relationship. This involves fostering trust, open communication, and mutual respect to achieve the Contract's objectives effectively.
Risk and continuity Management.	Essential for ensuring that Contracts are executed smoothly and that any disruptions are minimised.
Change and exit management.	Effective change and exit management help organisations adapt to new circumstances, minimise risks, and maintain strong business relationships.

9.3 Contract Manager will be responsible for:

- 9.3.1 Managing relationships with **Suppliers**, including arranging, and attending all necessary meeting, ensuring all necessary **Management Information** is provided and all necessary reporting is completed. This includes.
- (a) Monitoring performance against the **Contract** requirements/ **Key Performance Indicators** (where the **Contract** is a **Public Contract** with a value in excess of £5m inc. VAT).
 - (b) Managing all and any modifications (variations or extensions) to the **Contract** in line with the **Contract**, the **Relevant Procurement Legislation** and the rules set out in these **CPRs**.
 - (c) Forward planning for renewals, termination and exit management.
 - (d) Publishing **Contracts**, modified **Contract** and notices relating to **Contract Management** activities.
 - (i) **Contract Change Notice** – used to publish detail of a proposed modification to a **Contract** where there is an increase of decrease in the estimated **Contract** value over a specific value.
 - (ii) **Contract Performance Notice** – used to report on KPIs (depending on value of **Contract**) and whether the **Contract** is being delivered to the required standards/ there has been a Breach of **Contract**.
 - (iii) **Contract Termination Notice** - used where the **Council** terminates a **Contract** in full.

9.4 Procurement Advisors will, in collaboration with the Contract Manager(s):

- 9.4.1 Attend **Contract** meetings with our key strategic (those **Contracts** assessed at **CPR level 4 or level 5**) **Suppliers** to review performance and compliance against the **Contract**.

- 9.4.2 Assist in managing any **contractual** issues raised by either the **Contract Manager** or **Supplier**.
- 9.4.3 Assist in managing any non-conformance identified by the **Contract Manager** or **Supplier**.
- 9.4.4 Review any proposed **contract** variations and/or extensions for compliance with the **Relevant Procurement Legislation** and these **CPRs**.
- 9.4.5 Ensure the **Council** complies with its obligations to publish various **Contract Management** notices including.
 - (i) those listed in **paragraph 9.3.(d)(iii) above**, and
 - (ii) **Payment Compliance Notice** – used to publish the **Councils** payment performance.
- 9.4.6 Ensure that key **Contract** documentation is retained on file as set out in **paragraphs 7.34 and 7.35 above**.
- 9.4.7 Promote the potential use of the **ECMS**.

9.5 Variations and Extensions Modifications

9.5.1 Below Threshold Contracts

- (a) Where the **Council** wishes to modify (vary or extend) this type of contract, **Officers** should liaise with the **Supplier** to mutually agree the modification, and this must then be documented in writing.
 - (i) Where the modification relates to an extension **of time**, if included in the original contract this can be mutually agreed, where no such option exists, this must be approved using the **Exceptions Approval Process** above. **Unplanned extensions should not be longer than the duration of the original contract** (except in exceptional circumstances and must be agreed with the Corporate Procurement Team).
 - (ii) Where the modification relates to a variation to the **scope** (more of the same) this modification is limited to a cumulative increase of 50% of the original contract value (except in exceptional circumstances and must be agreed with the Corporate Procurement Team). This applies to planned and unplanned changes equally.
- (b) If a proposed modification will increase the contract value to a value that exceeds the relevant threshold/ turns the contract into a **Public Contract**, then **Officers** will need approval from the **Corporate Procurement Team**.
- (c) The resultant modification/ updated **Contract** must be added to the **Contract Register**.

9.5.2 Public Contracts

- (a) Where the **Council** wishes to modify (vary or extend) this type of contract, **Officers** will need to comply with the **Relevant Procurement Legislation**, and only where the modification is deemed permitted by that **Relevant Procurement Legislation**, will the modification be approved. Modifications can be planned or unplanned, these are set out below.
 - (i) **Planned Modifications** – this includes modifications that have been expressly provided for within the initial procurement process and the resultant contract e.g., planned extensions, additional works and/ or stages, known risks.
 - (ii) **Unplanned Modification** – these are changes that were **not** foreseen and therefore not expressly provided for in the **Contract**. There will likely be some restriction on what will be permitted for such changes. This could include the introduction of annual inflationary uplift, unexpected additional requirements.
- (b) In both of the above cases, **Officers** should consult with the **Corporate Procurement Team** to ensure the proposed modification (variations and extension) are compliant with not just

with the **Relevant Procurement Legislation** but also the **[insert reference]** in the **Financial Procedure Rules**. This assessment must consider both the cost of the proposed modification and any previous modifications, and the initial **Contract** value and duration to ensure that the proposed modification does not breach the limits set out in the **Relevant Procurement Legislation**.

- 9.5.3 Depending on which of the **Relevant Procurement Legislation** the contract was awarded under and the nature of the modification, there may be a requirement to publish a **Contract Change Notice** before or after implementing a modification. Officers should seek advice from the **Corporate Procurement Team** as to which legislation applies and what processes and notices are required and when.

9.6 Contract Manager must ensure the following.

- (a) A budget is approved in line with the **Financial Procedure Rules** ((i.e. Key Decision-making process) **before** the modification is agreed.
- (b) The modification is being made in the best interests of the **Council**.
- (c) The modification does not amount to a **Material/ Substantial** change to the scope, value, or duration of the **Contract**.

- 9.6.2 The relevant notices are published in accordance with the **Relevant Procurement Legislation**.

9.7 Approval of Contract Modifications

9.7.1 Planned Modification

- (a) If the option to extend/ vary the contract was expressly and unambiguously included in the original contract as approved in line with **paragraph 6 above**, then subject to the proposed modification being in line with what was included in the contract, the modification can be applied subject to budget and **Chief Officer/ Director** approval in line with **paragraph 6.1 above**.

9.7.2 Unplanned Modifications

- (a) If no express option to vary and/ or extend the contact was allowed for in the original/ approved contract, the modification will fall under the exception process (para 8)
 - (i) Where the total value of this and any cumulative modifications is less than £500,000, **and the modification is permitted by the Relevant procurement legislation**, and there is available budget, the modification can be approved in line with **paragraph 6 above**.
 - (ii) Where the total value of this and any cumulative modifications is more than £500,000, and subject to **the modification being permitted by the Relevant procurement legislation**, it will need both budget and cabinet approval.
 - (iii) If the initial contract value when awarded was below £500,000 and the modification(s) takes the total/ cumulative contract value above £500,000 then subject to budget, it will need cabinet approval.

9.8 Collaborative Procurements

- 9.8.1 Where the **Council** is required under its own powers or at the request of a partner authority to procure on its behalf, those procurements must comply with **Relevant Procurement Legislation**, and other relevant legislation more generally,
- 9.8.2 Each **Council** must comply with their own rules with regards financial, procurement and delegated authority requirements; and then equally, their own **Scheme of Delegation for Contract** signature.

9.9 Community Right of Challenge

- 9.9.1 **Section 81 of the Localism Act 2011** permits relevant bodies (charities, community bodies, town and parish Authority Services and Staff) to submit Expressions of Interest to provide Council Services. **Corporate Services** shall maintain and publish a timetable for the submission of interest.

9.10 Grants

9.10.1 Application Process

- (a) The **Council** is the recipient and administrator of substantial funding from central government and potentially, other funders.
- (b) Where the funding received is being used to purchase goods, services, or works on behalf of the **Council** and in line with the **Council's** specific requirements, the requirements must be procured in line with these CPRs.
- (c) Where this funding is to be granted to organisation to deliver aims and objectives in a manner decided by the recipient, for the local community, this needs be administered through a fair and formal process.
- (d) Further guidance on accessing grants can be found at [insert link](#)

9.10.2 Grant Agreements

- (a) Where a grant is issued, it must be awarded in accordance with the **Council** process for advertising, selecting, and awarding grants.
- (b) All grants must include:
- (i) Details of what the applicant has committed to provide for the funding.
 - (ii) Payment details including any payment conditions and frequency; and
 - (iii) Any flow-down requirements relating to obligations that apply to the **Council**, including where relevant, reporting and clawback options.
 - (iv) All grants which include clawback options MUST be executed as a **Deed**.

9.10.3 Monitoring & Reporting

- (a) A register of all grants issued must be maintained, this to include details of the recipient, the value, the funder, and the purpose.
- (b) Where the funding including reporting or other delivery/ payment obligations, this information must also be included in the register, e.g., conditions, monies paid, and delivery against the funding.
- (c) Where the grant includes reporting obligations, periodic meetings (as agreed as part of the grant agreement) must be held between the recipient and the **Council** to ensure the recipient is both delivering as per their application and providing the required information. Notes and data from these meetings must be stored against the Grant Register.
- (d) Further detail is available in [Part X of the Constitution](#).

10 Glossary of Terms

For the purpose of these Rules the following terms have the meanings as set out below:

Term	Meaning of Term
Annual Procurement Plan(s) or Future Pipeline Plan(s)	A plan that sets out the approach to the procurement of Contracts that exceed a lifetime value of £74,999.99 (CPR Level 4 and 5 Contract). All Contracts with a value of £500,000 and above must be reported to cabinet.

Approved Dynamic Market or DPS	A Dynamic Market approved for use by the Corporate Procurement Team
Approved Framework	A Framework (including Open Frameworks) approved for use by the Corporate Procurement Team
Assessment Summary(aries)	A letter detailing the outcome of the assessment of any Tenders received. For the winning Supplier it will include their scores and reasons for those scores against each of the published Award Criteria . For all losing Suppliers , the letter will include their scores and the reason for those scores against each of the published Award Criteria and the same information for the winning Supplier
Associated Tender Documents	Means the documents that set out all the information a Supplier needs to submit an informed and compliant Tender ; including but not limited to a Specification and a Contract , and the Invitation to Tender , Award Criteria and Assessment Methodology .
Authorised Officer(s)	P2P role- the Authorised Officer is accountable for approving purchases made in accordance with the Council's Scheme of Delegation .
Award Criteria/ Assessment Methodology	criteria set in accordance with section 23 of PA23 against which Tenders may be assessed for the purpose of awarding a Public Contract ; these criteria must. (a) Relate to the subject-matter of the Contract , (b) Be sufficiently clear, measurable, and specific, (c) Not break the rules on technical specifications in section 56, and (d) Be a proportionate means of assessing Tenders , having regard to the nature, complexity, and cost of the Contract . And where there are more than one, their weighting or relative importance must be stated. Officers are also required to describe how the Tenders will be assessed (a scoring matrix), and the document must state whether failing to meet a specific score could amount to a Supplier being excluded from the procurement
Best Value	The Best Value Duty relates to the statutory requirement for local authorities and other public bodies defined as best value authorities in Part 1 of the Local Government Act 1999 ("the 1999 Act") to "make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness "
Breach of Contract	Failure to meet any of the conditions of the Contract
Business World System	Means the software system used by the Council to store and manage information
Capital Contracts	Contracts for Works or Transformation projects.
Capital Expenditure	Expenditure involves acquiring or enhancing fixed assets with a long-term value to the authority, such as land, buildings, and major items of plant, equipment, or vehicles.
Capital Programme	The programme of Capital expenditure agreed by Cabinet.
Categories	Where establishing a dynamic market, the Council may divide the DM into categories (Lots/ specialism) to facilitate access by SMEs and effective competition
Chief Officer(s) (Executive)	The Chief Executive, the Chief Financial Officer, the Executive Directors, Directors, and the holders of any other post which may be designated for this purpose.

Clarification	Means the request for additional/ missing information and/ or an explanation regarding information that is incomplete, inaccurate, or misleading. Where the clarification relates to the Council seeking a clarification from a Supplier, this may only occur where it is not unfair to do so.
Code of Conduct	The code of conduct binding on all Officers of the Council and being within insert location of the Council's Constitution and viewable on the Council's website.
Competitive Flexible Procedure (Open Procedure or Competitive Flexible Procedure)	This is a multi-staged procurement which can include a discrete Conditions Of Participation stage, limiting Suppliers (following the SQ or other assessments), one or more Tender rounds (and intermediate assessments), refinement of the Award Criteria , modification of the Tender procedure, interaction with the Suppliers (e.g., negotiations, presentations, site visits) and then following a final submission, there is a potential to finesse the submission and subsequent staged awards – all this being subject to what was specified in the Invitation to Tender document.
Competitive Selection Process	A procurement process where all of the Suppliers on the Framework (or a specific Lot) are invited to submit a Tender in line with the Framework rules and in line with the Specification for the Contract to be let, and the Specification of the Framework .
Competitive Tendering Procedure(s)	This includes the Open Procedure and the Competitive Flexible Procedure
Concession Contracts	a Contract for the supply, for pecuniary interest, of works or services to a Contracting Authority where— a) at least part of the consideration for that supply is a right to exploit, and b) under the Contract the Supplier is exposed to a real operating risk. (it may also be paid for by service users rather than the Council).
Conditions Of Participation	this is a condition that a Supplier must satisfy if the Supplier is to be awarded the Public Contract . These conditions must be a proportionate means of assuring that a Supplier has. (a) the legal and financial capacity to perform the Contract , or (b) the technical ability to perform the Contract .
Conditions of Tendering	The rules/ conditions by which a competitive procurement process will be conducted, and with which a Supplier must comply if they are not to be excluded from the procurement process.
Conflict Assessments	Means an assessment that has been carried out by the Council and in which, it identifies all and any potential or actual conflicts and the actions taken/ to be taken to mitigate them to ensure equal treatment.
Conflict of Interest	There is a Conflict of Interest in relation to a Covered Procurement if— (a) A person acting for or on behalf of the contracting authority in relation to the Procurement has a Conflict of Interest, or (b) A Minister acting in relation to the Procurement has Conflict of Interest
Contract(s)	an agreement to be made in writing between the Council and a Supplier
Contract Award Notice	A notice that is published on the Central Digital Platform and that informs the market of and intent to award and where a Mandatory Standstill Period (or Voluntary Standstill Period) is required, this notice initiates that Standstill Period . There is a different form of notice for below and above threshold procurements.
Contract Change Notice	For Contracts let under the Procurement Act 2023 (after 24th February 2025) A notice that must be published before a Contract modification is applied, where that modification increases or decreases the estimated value of the Contract by—

	<p>(a) in the case of a Contract for goods or services, 10 per cent or less,</p> <p>(b) in the case of a Contract for works, 15 per cent or less, or</p> <p>(c) the modification increases or decreases the term of the Contract by 10 per cent or less of the</p> <p>Issued in accordance with section 75.</p> <p>For Contracts let under the Public Contracts Regulations 2015 A modification notice must be published where a modification is made under Regulation 72(b) or 72(c).</p>
Contract Details Notice	A notice that confirms that the Contract has been entered into within the previous 30 days. There is a different form of notice for below and above threshold procurements.
Contract Management	Contract Management is the active management of the relationship between the Council and the Supplier over the term of the Contract for the provision of services, supplies and works to a set of agreed standards.
Contract Management Framework	Means the Council's processes for managing contracts
Contract Management Manual	Means the Council's rule book for managing contracts
Contract Management Notice(s)	<p>For Contracts let under the Procurement Act 2023 (PA23) (after 24th February 2025) The Council will be required to publish the following in line with the PA23.</p> <p>(a) Contract Performance Notice – required for all Public Contracts over £5m and used to report on KPIs and whether the Contract is being delivered to the Council's required standards e.g., satisfactory performance against the KPIs, and/ or a breach of Contract which resulted in, partial termination, and/ or damages.</p> <p>(b) Payment Compliance Notice – used to publish the Contracting Authorities payment performance.</p> <p>(c) Contract Termination Notice – used where the Contracting Authority terminates a Contract in full.</p>
Contract Management Strategy	Means the Councils approach to managing contracts
Contract Manager(s)	<p>An Officer that manages the Contract and ensure day to day activities are conducted in accordance with its terms and conditions. Full duties are detailed in paragraph 9 of the CPRs.</p> <p>These are Officers within service areas across the Council that manage and oversee Contracts and would consult with The Corporate Procurement Team when re-Tendering or procuring new Contracts.</p>
Contract Modification	<p>For Contracts let under the Procurement Act 2023 (PA23) (after 24th February 2025) A modification permitted under section 74 and schedule eight of the PA2023 or is not a substantial modification or is a below-threshold modification.</p> <p>For Contracts let under the Public Contracts Regulations 2015 (PCR2015) A modification permitted under Regulation 72.</p>
Contract Performance Notice	<p>Means a notice setting out.</p> <p>(a) An assessment of performance against Key Performance Indicators</p> <p>OR</p> <p>(b) Details of poor performance against a specified standard and/ or a breach which is sufficiently serious enough to result in the payment of damages, partial termination, or a settlement agreement.</p>

Contracts Procedure Rules (CPRs)	This document setting out the principles of procurement, roles and responsibilities, Contract procedure rules and processes involved in purchasing services, supplies, and works Contracts .
Contract Register	A register of Council Contracts that exceed £5k held by The Corporate Procurement Team and made publicly available via the Council website.
Contract Termination Notice	Is a notice setting out that a Contract has been terminated
Contract Value	The estimated total monetary value of a Contract over its full duration and any extensions or potential variations. (N.B. not just the annual value.) Where the duration of a Contract is indeterminate, this will be taken to be the estimated value of the Contract over a period of four years.
Corporate Contract	A Contract let by the Council for use by the whole Council
Corporate Procurement Team	Central team responsible to managing corporate procurements, maintaining procurement standards and controls, and providing advice and guidance to service areas.
Corporate Risk Policy	Means the Corporate Approach to Risk Management – the Risk Management tool kit is available on the Intranet Risk Management Toolkit.doc (sharepoint.com)
Corporate Risk Register	The risk register held by the Council which includes all high profile/ high risk contracts
Corporate Services	A department within the Council
Corporate Social Value Policy	The Social Value Policy
Council	Southend-on-Sea City Council .
Council Amendments	The amendments/ additional contract requirements identified by the Council as being needed to make an industry standard contract suitable for their and a specific project/ contract requirement.
Councillor/ Member	An elected Member of the Council .
Covered Procurement	Means an above threshold procurement that is intended to result in a Public Contract . PPN-11_23-New-Thresholds.pdf (publishing.service.gov.uk) These values apply for 2024 and 2025.
Data Protection Act 2018	Means the legislation that controls how personal information is used by organisations, businesses, and/ or the government.
Debarment List	Means a list kept by a Minister of the Crown for the purposes of identifying Suppliers to whom a Public Contract is not to be awarded.
Deed	A document executed under common seal
Dialogue	Means a discussion between the Council and Suppliers about any aspect of the procurement.
Direct Award	Means the award of a Contract without a competitive process.
Discretionary Exclusion Grounds	Schedule 7 (a) Labour market misconduct (b) Environmental misconduct (c) Insolvency, bankruptcy, etc

	<p>(d) Potential competition infringements</p> <p>(e) Professional misconduct</p> <p>(f) Breach of Contract and poor performance</p> <p>(g) Acting improperly in procurement</p> <p>(h) Threat to national security</p>
Disregarded Tenders	A Tender that is not evaluated due to it not meeting the procedural or other published requirements.
Dynamic Market	a list of Suppliers who have met the published Conditions of Membership and are eligible to submit a Tender against a competition let under the market. These markets can be set up to purchase any requirements that a Contracting authority may wish to purchase and require the use of the competitive flexible procedure to award a Contract .
Dynamic Purchasing System (DPS)	A completely electronic system used by a Contracting Authority (buyer) to purchase commonly used goods, works or services. Unlike a traditional framework, Suppliers can apply to join at any time.
E-Procurement System	A system for the end-to-end Tendering process, both Suppliers and buyers submit and respond to Tenders electronically removing the need for paper submissions.
Equalities Act	Protects individuals from various forms of discrimination and harassment relating to disability, age, gender, religion / belief, and sexuality.
Estimated Contract Value	Means the value being estimated by a contracting authority for the entire possible scope and duration of the potential Contract Requirements including all options, premiums, fees etc as may become due under the contract.
Excludable Supplier(s)	<p>An Excludable Supplier is a Supplier.</p> <p>(a) To whom a discretionary exclusion ground applies, and such exclusion ground circumstances are continuing/ likely to occur again; or</p> <p>(b) They are on the debarment list by virtue of a discretionary exclusion ground.</p> <p>Tenders from excludable Suppliers may be disregarded in any Competitive Tendering Process (s.26(2)) and Contracting Authorities may exclude an Excludable Supplier from participating in a Competitive Flexible Procedure (s.27(1)(b)).</p> <p>The Council may also terminate a Contract with a Supplier who becomes an excluded Supplier after the award of the Contract or where one of their sub-Contractors is an excludable Supplier and they fail to replace them when instructed.</p>
Excluded Supplier(s)	<p>An excluded Supplier is a Supplier.</p> <p>(a) To whom a Mandatory Exclusion Ground applies to, and such exclusion ground is continuing/ likely to occur again; or</p> <p>(b) They are on the Debarment List by virtue of a Mandatory Exclusion Ground.</p> <p>Tenders from excluded Suppliers must be disregarded in any competitive Tendering process and Contracting Authorities must exclude an Excluded Supplier from participating in a Competitive Flexible Procedure.</p> <p>Supplier must be removed from a Dynamic Market if it is on the Debarment List by virtue of a Mandatory Exclusion Ground and may be removed if otherwise an Excluded Supplier or an Excludable Supplier.</p> <p>The Council may also terminate a Contract with a Supplier who becomes an Excluded Supplier after the award of the Contract or where one of their Sub-Contractors is an Excluded Supplier and they fail to replace them when instructed.</p>
Exempt Contract(s)	The kind of Contract listed in Schedule 2 of the Procurement Act 2023 , and for which the rules of the PA23 do not apply.

Framework	An agreement with Suppliers which sets out terms and conditions under which specific purchases can be made throughout the term of the agreement and which has been Tendered in accordance with UK Directives.
Freedom of Information Act	Freedom of Information Act 2000 is an act defining the ways in which the public may obtain access to government-held information.
Financial Procedure Rules	The rules on how Council funds is to be received, spent, and reported, as set out in [insert location] of the council's constitution and being available on the council's website.
Grant Agreements	an agreement by the Council to pay a recipient funding for a specific set of aims and objectives.
Head of Corporate Procurement	Means the lead for the Corporate Procurement Team .
Head of Internal Audit and Counter Fraud	Means the lead for the internal audit team.
Health Care Services (Provider Selection Regime) Regulations 2023, Schedule 1	The Health Care Services (Provider Selection Regime) Regulations 2023 - whole act. The Health Care Services (Provider Selection Regime) Regulations 2023 - Schedule 1
Intellectual Property	This refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce.
Invitation to Tender (IIT)	The document that invites Suppliers to submit a Request to Participate or a Tender in response to a Tender Notice . It must include clear instructions of what is required, a description of the procurement process, the Conditions of Tendering , and the Award Criteria/ Assessment Methodology as a minimum.
Key Decision	A decision as defined within [insert location] the Constitution. Includes transactions above £499,99 in value.
Key Performance Indicator (KPIs)	a factor or measure against which a Supplier's performance of a Contract can be assessed during the life cycle of the Contract .
Late Tenders	Means a response to a Tender Notice or invitation to submit an intermediate/ final tender that is not submitted by the specified deadline
Light Touch Regime	These are Contracts /procurements which cover Health, Social Care, legal and Education related requirements.
Limit Suppliers	Means the reduction of the number of Suppliers to progress from one stage to the next in a procurement process, based on the evaluation of the submission of a response to Conditions of Participation and/ or Tender Rounds
Local Business Directory	The Council's list of Local Suppliers
Local Government Act 1972	Local Government Act 1972 (legislation.gov.uk)

Local Supplier(s)	A Supplier who has a local presences/ an address with a Southend postcode; specifically, SS0, SS1, SS2, SS3 and SS9.
Lots.	Means splitting the goods, services or works to be supplied into more than one Contract to make them accessible to SME and facilitate effective competition. This is not to be done to circumvent the PA23 .
Management Information	Mean data relating to the delivery of the contract such as, but not limited to, delivery volumes, spend, progress, performance, or other measures that enable the Council to assess whether the Contract is being delivered to their satisfaction/ in line with the Contract .
Mandatory Exclusion Grounds	<p>Schedule 6 - Part 1</p> <ul style="list-style-type: none"> (a) Corporate manslaughter or corporate homicide (b) Terrorism (c) Theft, fraud, bribery, etc (d) Labour market, slavery, and trafficking offences (e) Organised crime (f) Tax offences. (g) Cartel offences (h) Ancillary offences <p>Schedule 6 - Part 2</p> <ul style="list-style-type: none"> (i) National Security, (j) Tax Misconduct, (k) Competition Law Infringements, Or the Equivalent for Conduct Outside The UK, (l) Failure To Cooperate with An Investigation
MAT	<p>Most Advantageous Tender –</p> <p>Is the Tender that the Council considers—</p> <ul style="list-style-type: none"> a) Satisfies the Council's requirements, and b) Best satisfies the Award Criteria when assessed against them
National Procurement Policy Statement	[Withdrawn] National Procurement Policy Statement - GOV.UK (www.gov.uk)
Negotiation	Means a discussion between the Council and a Supplier with a view to improving the content of Tenders
Non-disclosure Agreements	Means an agreement that information shared by the Council with a Supplier will not be shared/ disclosed with a third party
Officer(s)	Means an employee of the Council involved in the procurement and/ or management of a Council Contract .
Open Framework	A scheme of Frameworks where the initial Framework is open for 3 years or less, and the subsequent Frameworks cannot last for more than 5 years before it must be re-opened. The maximum overall term being 8 years and how Suppliers are appointed onto the Framework will depend on how the Open Framework is established.
Open Procedure	This is a single stage procedure where any interested Supplier can submit a Tender ; and a Supplier's suitability, capacity and capability and their Tender response are all evaluated together.

Opening Tenders	Means the rules by which a Tender is received and open for sharing with the evaluators.
Originating Officer	P2P role the Originator Officer is the nominated contact who understands the business and/or technical need and can develop the technical specification or statement of work
Payment Compliance Notice	Means a bi-annual notice that sets out the timescales in which the Council has made payments against Public Contracts , and its performance against the requirement to pay valid invoices within 30 days
Performance Bond	A performance bond is issued to by a Supplier to the Council as a guarantee against the failure of the other party to meet the obligations of the Contract . A performance bond is usually issued by a bank or an insurance company.
Poor Performance Notice(s)	<p>A notice issued in line with Regulation 39 Procurement Regulations 2024 detailing that.</p> <ul style="list-style-type: none"> • There has been a breach of contract, and that breach has resulted in. <ul style="list-style-type: none"> ○ Payment of damages, ○ partial termination ○ A settlement agreement <p>The Supplier has failed to perform the contract to the satisfaction of the Contracting Authority (this needing to be a holistic assessment and not just based on performance of the KPIs.</p>
Pipeline Notice	Means the annual notice to be published by the Council to inform the market of the Contracts to be procured/ awarded in the coming reporting period. This to include all Contracts with a value of £2m or above.
Preliminary Market Engagement	Analysis of the market prior to formal Tender
Preliminary Market Engagement	<p>This can be used for the purpose of—</p> <ol style="list-style-type: none"> (a) developing the authority's requirements and approach to the procurement. (b) designing a procedure, Conditions of Participation or Award Criteria. (c) preparing the Tender notice and Associated Tender Documents. (d) identifying Suppliers that may be able to supply the goods, services or works required. (e) identifying likely Contractual terms. (f) building capacity among Suppliers in relation to the Contract being awarded.
Preliminary Market Engagement Notice	Means a notice setting out that the Council intends to conduct, or has conducted, Preliminary Market Engagement ,
Presentation, Demonstration	Mean a meeting with a Supplier where they present their proposed delivery methodology or demonstrate a specific element/ product within their proposal to aid the Council in understanding the proposed solution and how it meets the Specification . These may be scored and may also lead to the Council limiting the number of Suppliers to participate in the next Tender Round .
Procurement	Means the process by which the Councils identifies and purchases goods, services and works.
Procurement Advisor(s)	Officers appointed by Chief Officers in consultation with the Head of Corporate Procurement to undertake procurement activities in accordance with the CPR .
Procurement Card (P-Card)	Corporate credit card used for low value procurements

Procurement Exemptions	Means a procurement that does not need to follow the usual rules within this document/ Procurement Legislation for its nature, value, and complexity.
Procurement Legislation Guidance	Means the guidance issued by the Cabinet Office that is to be considered in the development and delivery of the procurement process. Procurement Act 2023 - Guidance documents - GOV.UK (www.gov.uk) Procurement policy notes - GOV.UK (www.gov.uk)
Procurement Objectives	<ul style="list-style-type: none"> (a) Value for Money (b) Sharing information (c) Public Benefit (d) Acting with integrity (e) Removing barriers to SMEs (f) Equal treatment
Procurement Policies and Procedures	Guides detailing the application of these rules (for Officers and Contract Managers)
Procurement Thresholds	the values that determine which route to market to use
Project Team	Means the group of individuals who will support the procurement process and management of the resultant Contract .
Public Contract(s)	All Contract Values which are Covered Procurement (above threshold) under the Relevant Procurement Legislation (this value to be inclusive of VAT)
Public Services (Social Value) Act 2012	Act places a requirement on procurers to consider the economic, environmental, and social benefits. Please refer to the Corporate Social Value Policy and toolkit
Purchase to Pay (P2P)	A system to enter purchasing requirements, manage authorisation, confirm receipt of goods, and make payments to Suppliers
Quotation	The provision of a price to deliver the Council's requirements (may include a method statement too), without the conduct of a formal (advertised) procurement process.
Receiving Officer	P2P Role receiver is responsible for accepting the goods and/or services received from the Supplier ; checking that it meets the standards set in the original requirement
Record Keeping	Means the report that the Council must collate that details all decisions made about the design and administration of the procurement process
(Regulated/ Notifiable) Below Threshold Contract Detail Notice(s)	Means a notice detailing that a Below Threshold Procurement has resulted in the Council entering into a contract with a value in excess of £30k inc. VAT.
(Regulated/ Notifiable) Below Threshold Procurement(s)	A procurement which is below the Covered Procurement threshold and not exempt from the PA23. PPN-11_23-New-Thresholds.pdf (publishing.service.gov.uk) These values apply for 2024 and 2025.
(Regulated/ Notifiable) Below Threshold Tender Notice(s)	Means an advert inviting tenders from Suppliers where the Contract value is below that of a Covered Procurement
Regulated Below Threshold Procurements G& S or Works	Means a contract with a value less than that of a covered procurement but to which Part 6 of the Procurement Act 2023 applies; specifically, the requirement to publish notices, procedural rules (for G&S this means a single stage process and for Works,

	this includes an option for a two stage process), implied payment terms and a duty to consider SMEs
Relevant Procurement Legislation	Public Contracts Regulations 2015 (PCR15) or Concession Contracts Regulations 2016 (CCR16) – the legislation that applies to Contracts let under one of these regimes where the Contract continues to be used/ delivers post 24th February 2025 Procurement Act 2023 (PA23) , Procurement Regulations 2024 (PR24) – for Contract that are to be or were procured post 24th February 2025 Provider Services Regime 2023 (PSR23) where the procurement relates to health care services.
Request to Participate	The submission of a response to the Conditions of Participation published with a Tender Notice where this Conditions of Participation are a discrete stage in a Competitive Flexible Procedure .
Requesting Officer	P2P Role requester enters the purchase requirement in the P2P system, attaching requirements and justifications where appropriate
Sensitive Commercial Information	Means information which. (a) Constitutes a trade secret, or (b) Would be likely to prejudice the commercial interests of any person if it were published or otherwise disclosed.
Scheme of Delegation	The rules as to who has the authority to make which decisions, as set out in [insert location] of the council’s constitution and being available on the council’s website.
Site Visit	Means a visit to an office, or project location to aid a Supplier in understanding the Contract requirements/ Specification and to aid in putting in an effective and compliant Tender .
Special Purpose Vehicle	Means a legal arrangement/ entity that is set up solely for the purpose of delivering the contract.
Specification	Means the document that sets out the Councils specific requirements for a specific contract/ project.
SME	Small to Medium Enterprise – fewer than 250 employees; and annual turnover not exceeding approximately £50 million
Standstill Period	Means period of eight working days commencing on the day that the Contract Award Notice was published on the Central Digital Platform . Mandatory for all Covered Procurement other than for the following exception, for which a Voluntary Standstill Period of eight working days may still be applied. <ul style="list-style-type: none"> ▪ Direct Award under sections 41 or 43 ▪ Award under a Framework. ▪ Award by reference to a Dynamic Market ▪ A light touch Contract
Successful Supplier(s)	Means the Supplier with which the Council intends to award/ enter into a Contract to deliver the published requirements.
Supplier(s)	Means all or any of economic operators, tenderers, bidders, contractors (or subcontractors) supplying goods, services or works to the Council
Supplier Relationship Management	Means the processes and activities to be applied to ensure an effective outcome from the procurement and resultant Contract
Tender(s)	Means the response against which a Contract may be awarded

Tender Notices	Regulated Below Threshold Tender Notice - A call for competition (advert) where a Below Threshold Contract which is published on the Central Digital Platform/ FTS. Tender Notice (separate forms for Open Procedure, Competitive Flexible Procedure, Frameworks and Dynamic Markets) - A call for competition (advert) for a Public Contract which is published on the Central Digital Platform/ FTS.
Tender Record(s)	Means a record of all decisions made during the life of a Covered Procurement
Tender Rounds	Means an initial, intermediate, and/ or final Tender stage, in a Competitive Flexible Procedure.
Transparency Notice	Means a notice setting out that the Council intends to award a contract directly to a Supplier
Thresholds	PPN-11_23-New-Thresholds.pdf (publishing.service.gov.uk) The values which determine the procurement process that is required and whether a Contract amount to being a Covered Procurement
Treaty State Supplier(s)	Means a Supplier that is entitled to the benefits of an international agreement (part of the WTO or other formal arrangement)
Unsuccessful Supplier(s)	Means a Supplier who submitted a Tender , but which was not the Most Advantageous Tender and therefore will not be accepted
User Choice Contracts	Contracts that are supplied for the benefit of a particular Individual
Utilities Contracts	a Contract for the supply of goods, services or works wholly or mainly for the purpose of a utility activity. (Gas, electric, Water, transport e.g., buses on a fixed network).
Value for Money	Means the balance of quality and price deemed representative of the Most Advantageous Tender