

PART C7**CONTRACT PROCEDURE RULES****1. Introduction**

- 1.1 These Contract Procedure Rules ("Rules") shall be applied in respect of any contracts. Contracts shall include the procurement of goods, works, services for the Council. The Rules are in accordance with Section 135 of the Local Government Act 1972 and are in the interests of openness, integrity and accountability in the spending of public monies.

2. Compliance

- 2.1 All employees of the Council and organisations for which the Council is the accountable body shall comply with these Rules, the Financial Procedure Rules and the Corporate Procurement Strategy and all chief officers shall ensure compliance within their area of responsibility. A failure to comply with these Rules, the Financial Procedure Rules or the Corporate Procurement Strategy may result in disciplinary action.
- 2.2 Where reference is made within these Rules to the Responsible Chief Officer it refers to the individual who is accountable for the relevant service area. Within the Council this will ordinarily be the Assistant Director or Director, within a school it is likely to be the Head Teacher.
- 2.3 The decision of the Assistant Director, Legal Services and Governance will be final in a matter concerning the interpretation of these Rules.
- 2.4 Responsible Chief Officer's and Budget Holders shall ensure that they have completed the Council's online procurement training before undertaking procurement activity. Responsible Chief Officer's and Budget Holders are also to ensure that members of their teams who may partake in a procurement have also undertaken the online procurement training.
- 2.5 Officers undertaking procurement activity shall ensure that:
- 2.5.1 A contract made by or on behalf of the Council for works, goods or services complies with these Rules, the Council's Financial Procedure Rules and the Corporate Procurement Strategy.
- 2.5.2 All contracts with a potential value greater than £75,000 must be tendered in conjunction with the Category Manager within the Legal Services and Partnerships Directorate, using such electronic tender system and process as may be approved by the Monitoring Officer

from time to time, unless otherwise agreed by the Assistant Director, Legal Services and Governance.

- 2.5.3 The procurement by the Council of any works, goods or services complies with the Relevant UK Procurement Legislation. Where any conflict with these Rules arises, the Relevant UK Procurement Legislation shall take precedence over these Rules. In estimating any relevant value for the purposes of the Relevant UK Procurement Legislation, full account shall be taken of the provisions in these Rules governing aggregation of the value of a number of separate contracts.
- 2.4.1 In applying these Rules officers must have regard to the duty to secure Best Value under the Local Government Act 1999 and guidance issued thereunder. Current guidance indicates that “authorities should consider overall value, including economic, environmental and social value, when reviewing service provision. Social value is about seeking to maximise the additional benefit that can be created by procuring or commissioning goods and services, above and beyond the benefit of merely the goods and services themselves”. The Procurement Manager has produced guidance upon the application of environmental and social value which complements these Rules to which regard must be had.
- 2.4.2 In applying these Rules Budget Managers must have regard to the fact that small and medium Contractors, may face particular barriers to participation and consider whether such barriers can be removed or reduced.as required
- 2.4.3 In applying these Rules and during the carrying out of any procurement officers must have regard to the National Procurement Policy Statement.

3. Responsibilities of Responsible Chief Officers

- 3.1 In procuring works, goods and/or services Responsible Chief Officers shall always:-
- (a) achieve Best Value for public money spent;
 - (b) Maximise public benefit
 - (b) act, and be seen to act, with integrity and to treat all Contractors the same unless a difference between the Contractors justifies a different treatment;
 - (c) conduct tendering and price-testing in accordance with the highest standards of propriety and proper practice (including respecting the confidentiality of commercial information);
 - (d) do nothing that contravenes the Relevant UK Procurement Legislation;

- (e) ensure that before entering into any Contract:-
 - (i) there is adequate approved budgetary provision;
 - (ii) an authority from an Executive decision maker or officer exercising delegated powers is in place.
- (f) ensure that a purchase order on approved standard terms, or such other terms as may be approved by the Assistant Director, Legal Services and Governance, is issued by the Budget Manager for any contract with a value below £75,000;
- (g) ensure that there are in place effective mechanisms for the submission of invoices in relation to contracts which they are responsible for letting;
- (h) ensure that all contracts where the contract value exceeds £75,000 are procured through the Corporate Procurement Team and stored in accordance with the approved document management policies and retained in electronic form within the Council's electronic tendering system.

3.2 Responsible Chief Officers will ensure that prior to procuring goods or services their staff:

- (a) take into account the requirements of Best Value including the potential for the contract to deliver social and environmental benefits;
- (b) ascertain whether the subject matter of the contract falls within the scope of an in-house service or contractual arrangement that is already in place;
- (c) define the objectives of the procurement;
- (d) consider the need to carry out a Preliminary Market Engagement and issue a Preliminary Market Engagement Notice or record justifications as to why a Preliminary Market Engagement Notice was not carried published;
- (e) estimate the contract value and record how the estimate was arrived at;
- (f) for contracts with an estimated value of over £5,000,000, to create 3 appropriate and relevant Key Performance Indicators to be included and measured within the proposed contract;
- (g) consider the human resources implications of the procurement, in particular the implications of the Transfer of Undertakings (Protection of Employment) Regulations;
- (h) obtain and keep a record of any dispensation from compliance with these Rules;
- (i) assess the risks associated with the procurement and determine how they will be managed;
- (j) seek advice, where appropriate, upon the procurement process and what procurement method is most likely to achieve the purchasing objectives;
- (k) prepare a draft specification taking into account any European or British Standards that may need to be referred to

- (l) Consult the Council's Information Governance Group upon the need to undertake a Data Protection Impact Assessment and/ or IT Security C-Scape assessment in connection with the proposed procurement;
- (m) identify and obtain any approvals that may be required

- 3.3 For the purposes of these Rules, the estimated value of a contract shall be the estimated value net of VAT.
- 3.4 Contracts must not be artificially divided to keep them below any threshold which may apply.
- 3.5 Where a Contract spans more than one accounting period then for the purposes of these Rules the aggregate value of the Contract shall be taken to be the Contract Value.

4. Procurement Responsibilities

- 4.1 **Executive Members** are responsible for ensuring that procurement activity and contracts let within their portfolio follows the requirements set out within these Rules.
- 4.2 The **Overview and Scrutiny Commission** with responsibility for Procurement is responsible for overseeing the effective management of these rules and such procedures and guidance as may be introduced to support these rules from time to time. The relevant Scrutiny Commission is responsible for undertaking appropriate scrutiny and review of decisions taken, or due to be taken, by the Executive. Overview and Scrutiny Management Committee receives and considers any request for call in of a qualifying executive decision.
- 4.3 The **Assistant Director, Legal Services and Governance** is responsible for ensuring that there are in place effective procedures for the management of the Council's procurement activity, the storage and retention of contractual documentation and the conduct of any management of the Community Right to Challenge.
- 4.4 **Budget Managers** are responsible for ensuring that the requirements set out in paragraph 3.2 of these rules are or have been met in relation to contracts funded from within their budget and there is in place an appropriate authority for such procurement activity as they initiate.
- 4.5 The **Procurement Manager** is responsible for:
 - 4.5.1 Ensuring that the procurement of contracts for public works, goods and services with a value in excess of £75,000 comply with these Contract Procedure Rules, the Council's Financial Regulations, the Officer Code of Conduct and with the Relevant UK Procurement

Legislation and acts as the Assistant Director, Legal Services and Governance's deputy in relation to the application of the Community Right to Challenge.

- 4.5.2 Ensuring the publication of a Forward Plan of procurement activity identified by Procurement Category Managers with a value in excess of £25,000.
- 4.5.3 Ensuring the publication of a Pipeline Notice of procurement activity identified by the Procurement Category Managers with a value in excess of £2,000,000 in line with Relevant UK Procurement Legislation.
- 4.5.4 Ensuring that there is adequate and appropriate guidance available upon the process of procurement.
- 4.5.5 Ensuring that on such electronic filing system as may be operated to comply with these Rules from time to time, an electronic Contract File is retained in respect of each procurement exercise for a contract with a value exceeding £75,000 which includes:
 - (i) The identity of the Category Manager managing the procurement process
 - (ii) The rationale for the procurement route taken
 - (iii) A copy of the specification
 - (iv) Where required, the risk register
 - (v) A record in written form of any dispensation from these Rules and the reason for it.
 - (vi) Copies of all tenders or quotations
 - (vii) A copy of the evaluation process and reasons for the decisions as to acceptance or rejection of every tender or quotation
 - (viii) A copy of any debrief request and the response thereto
 - (ix) The award letter
 - (x) The copy of the final contract
 - (xi) The monitoring arrangements for management of the contract including the details of the Budget Manager responsible for on-going contract management
 - (xii) A copy of any extension to the contract granted in accordance with these Rules
 - (xiii) A copy of all the relevant Procurement Notices published

4.6 **Each procurement Category Manager** is responsible for:

- 4.6.1 Planning the procurement activity within the category of supply for which the manager is responsible and producing a forward plan of procurement activity for the category;

- 4.6.2 Managing the procurement process and complying with any statutory time limits in relation to each procurement process.
- 4.6.3 In addition in relation to a contract with a value in excess of £75,000, a procurement strategy for that procurement has been prepared and that:
- a) Legal, financial and technical advice is taken;
 - b) The potential to secure social and environmental value through the procurement has been considered
 - c) instructions are issued for the preparation of requisite legal documentation and a risk register is in place identifying any potential risks related to the procurement exercise
- 4.6.4 That procurement processes are followed which adequately test whether tendering contractors and sub-contractors with design responsibility or specialist input as are intended to be used for a contract:
- a) have the technical capability to deliver the contract:
 - b) have the financial and resource capacity (taking into account contract value and risk) to perform the contract
- 4.6.5 Any agents, consultants, and contractual partners acting on the Council's behalf are required to follow a process equivalent to these Rules.
- 4.6.6 These Rules, the Financial Procedure Rules and any Codes of Practice are complied with.
- 4.6.7 An Assessment Summary is offered to all tenderers whether successful or not, to assist them in preparing future bids.
- 4.6.8 All Procurement Notices are published as required throughout the procurement process.

5. Corporate Purchasing Arrangements

- 5.1 Where a recurring pattern of purchases for like works, supplies or services is identified, Category Managers are expected to consider:
- (a) Whether the works, supplies or services are or are capable of being delivered effectively and efficiently by the Council itself;
 - (b) Whether a nationally or regionally negotiated contract exists which is appropriate to use for the procurement activity;
 - (c) Whether letting one or more Corporate Framework Contracts or arrangements will provide Best Value taking into account among other things invoicing and other administration costs.

- (d) Whether letting such a contract through a consortia of which the Council is a member (or could become a member) will achieve procurement efficiencies.
- (e) Whether to request the Assistant Director, Legal Services and Governance to establish an Approved List for a category of work.

5.2 Where aggregate annual spend in a given category of supply or service exceeds the relevant UK Procurement Threshold a Framework or Open Framework Contract must be tendered in accordance with the Relevant UK Procurement Legislation. Advice from the Procurement Manager must be taken as to which is the most appropriate in each particular case.

5.3 Where central purchasing arrangements exist or are established there shall be a presumption in favour of using those arrangements.

6. Declarations of Interest

6.1 Chief Officers shall ensure that officers involved in the procurement process are familiar with the Code of Conduct for officers.

6.2 Any officer involved in the procurement process who has any financial or non financial interests which could conflict with the Council's interests in relation to a procurement process or contract shall complete an annual declaration of interests, and provide a copy to his/her chief officer annually in compliance with the Code of Conduct Procedure which will be retained on the individual's personnel file. The Assistant Director, Legal Services and Governance shall keep a central register of completed staff declarations of interest which will be available for inspection.

6.3 Before proceeding with any procurement process and throughout the procurement process, the Category Manager must undertake a conflicts assessment which shall include details of conflicts or potential conflicts of interest and any steps taken or will be taken to ensure that a conflict of interest does not put a Contractor at an unfair advantage or disadvantage. Any conflicts assessment which identifies a conflict or potential conflict shall be reviewed by the Procurement Manager.

7. Representatives of the Community

7.1 In compliance with Best Value Guidance before initiating a procurement process and drawing up a specification for a procurement process, the Budget Manager in consultation with the Category Manager where appropriate must consider the need to consult those who use or are likely to use services provided by the authority, and those appearing to the authority to have an interest in any area within which the authority carries out functions, including local voluntary and community organisations and small businesses.

- 7.2 Service users may offer advice to the Budget Manager where appropriate, however, they will have no decision making role. All decisions shall be taken strictly within the appropriate scheme of delegation.
- 7.3 Where confidential information is shared with a service user, the Budget Manager shall ensure that a written undertaking is given to treat such information as confidential.

8. **Preliminary Market Engagement**

- 8.1 Consideration should be made to raise enquiries of potential contractors in advance of the initiation of a procurement exercise to prepare the marketplace for a tender, and/or to assist the Council to better understand what the market is able to provide to meet the outcome that the Council is trying to achieve.
- 8.2 However, when making enquiries of contractors before tender or quotation:
 - 8.2.1 No information shall be disclosed to one contractor which is not then disclosed to all those of which enquiries are made or which are subsequently invited to tender or submit a quotation.
 - 8.2.2 No contractor shall be led to believe that the information they offer will necessarily lead to them being invited to tender or submit a quotation, or be awarded the contract.
 - 8.2.3 Taking detailed technical advice on the preparation of the Specification, Invitation to Tender or Quotation from a potential contractor, must be avoided as this may put a contractor at an unfair advantage or distort competition.
 - 8.2.4 A written record, including notes of any telephone conversations and/or meetings held, and the responses and the names of all individuals spoken to or present shall be kept by on the Contract File.

9. **Pre-Tender and Quotation**

- 9.1 The Category Manager, prior to submitting a notice to the Central Digital Platform/ Find a Tender Service, inviting expressions of interest or any other form of bid, shall:
 - 9.1.1 Ensure there is a formal approval for the acquisition, purchase or disposal of goods, services or works ("the Contract") and the evaluation criteria from the body authorised to give that approval under the Constitution.
 - 9.1.2 Ensure that there is an estimate of the whole life cost of the Contract, including maintenance and on-going costs;

- 9.1.3 Ensure that there is finance in the budget to cover the likely expenditure on the Contract.
- 9.1.4 Take into account the outcome of any Scrutiny Commission review.
- 9.1.5 Ensure that there is clarity upon the desired outcomes or outputs from the Contract. The National Procurement Policy Statement should be taken into account when identifying any outcomes or outputs.
- 9.1.6 Assess the risks associated with the Contract and how to manage them.
- 9.1.7 Ensure that an appropriate specification for the Contract has been prepared.
- 9.1.8 Ensure that the award criteria for the competition have been determined.
- 9.1.9 Consult the Legal Service Commercial Team on the appropriate form of agreement for the Contract.
- 9.2 The Category Manager shall liaise with the Budget Manager and Legal Services Commercial Team to:
 - 9.2.1 Consider what procurement method is most likely to achieve the contracting objectives.
 - 9.2.2 Clarify the award criteria, including a price/quality split as appropriate, taking into account such policies as the Council may adopt from time to time.

Ensure that all relevant Public Notices, where required, have been published.
 - 9.2.3 Check whether there is an appropriate framework contract for the goods, services or works, or if an approved list has been established.
 - 9.2.4 Establish the market position and whether the goods, works or services the Council wishes to purchase are available, and within what price range.
 - 9.2.5 Prepare tender documentation, price estimates and contracts.
- 10. **Dispensations from the requirement for a competitive procurement process**
 - 10.1 No dispensations may be granted:

- 10.1.1 Where it would be in breach of the Relevant UK Procurement Legislation:
- 10.1.2 From any requirement to declare an interest under rule 6 or the provisions concerning representatives of the community under rule 7 of these Rules.
- 10.2 If a dispensation is required to relax the requirements in relation to seeking quotations or tendering, the Budget Manager must seek the approval of the Assistant Director, Legal Services and Governance (or such other officer as may be delegated by the Assistant Director, Legal Services and Governance from time to time) by submitting a completed dispensation request including, where applicable, the information identified at Appendix 2, together with all background documents including market testing and any declined quotations through such electronic system as is in operation from time to time.
- 10.3 Where the Total Value of the contract exceeds £75,000 a decision notice is required to be submitted for publication in addition to completion of the information identified at Appendix 2.
- 10.4 If approval is not granted the Budget Manager **MUST NOT** issue any formal order or contract. The Assistant Director, Legal Services and Governance shall be consulted as to the most appropriate procurement process and the final decision will be made by the Responsible Chief Officer.
- 10.5 Subject to the grant of a dispensation being in compliance with the Relevant UK Procurement Legislation, dispensations from the need for a competitive procurement process may be granted where:
 - 10.5.1 The contract concerns the production of a prototype, or supply of other novel goods or services, for the purpose of testing the suitability of the goods or services, researching the viability of producing or supplying the goods or services at scale and developing them for that purpose, or other research, experiment, study or development.
 - 10.5.2 The contract concerns the creation or acquisition of a unique work of art or artistic performance.
 - 10.5.3 Due to a particular supplier having intellectual property rights or other exclusive rights, only that supplier can supply the goods, services or works required, and there are no reasonable alternatives to those goods, services or works.
 - 10.5.4 Due to an absence of competition for technical reasons, only a particular supplier can supply the goods, services or works required, and there are no reasonable alternatives to those goods, services or works.

- 10.5.5 The contract concerns the supply of goods, services or works by the existing contractor which are intended as an extension to, or partial replacement of, existing goods, services or works in circumstances where a change in supplier would result in the Council receiving goods, services or works that are different from, or incompatible with, the existing goods, services or works, and the difference or incompatibility would result in disproportionate technical difficulties in operation or maintenance.
- 10.5.6 The contract concerns the supply of goods, services or works by the existing contractor that are similar to existing goods, services or works where—
- (a) the existing goods, services or works were supplied under a contract that was awarded in accordance with a competitive tendering procedure within the period of five years ending with the day on which the transparency notice is published, and
 - (b) the tender notice or any tender document in respect of that earlier contract set out—
 - (i) the Council's intention to carry out a subsequent procurement of similar goods, services or works in reliance on this dispensation justification, and
 - (ii) any other information specified in regulations under section 95.
- 10.5.7 The contract concerns goods purchased on a commodity market.
- 10.5.8 The award of the contract to a particular contractor will ensure terms particularly advantageous to the Council due to the fact that a contractor, whether or not the one to whom the contract is to be awarded, is undergoing insolvency proceedings.
- 10.5.9 Where the goods, services or works to be supplied under the contract are strictly necessary for reasons of extreme and unavoidable urgency (not attributable to any act or omission of the Council and could not have been foreseen by the Council), and as a result the contract cannot be awarded on the basis of a competitive tendering procedure.
- 10.5.10 The contract is a contract for the supply of user choice services (light touch services) and the individual to whom the services are to be supplied or their carer has expressed a preference as to who should supply the services, or the nature of the services to be supplied is such that only one supplier is capable of providing them, and the Council considers that it is not in the best interests of the individual to award the contract under section 19

- 10.6 The following forms of contract are not required to be let in accordance with the formal procurement procedures set out within these rules but remain subject to the requirement to deliver Best Value:
- 10.6.1 A contract between the Council and a person that is controlled by—
- (a) the Council,
 - (b) the Council acting jointly with one or more other contracting authorities,
 - (c) another contracting authority, where that authority also controls the Council, or
 - (d) another contracting authority acting jointly with one or more other contracting authorities, where the authorities acting jointly also control the Council.
- 10.6.2 A contract between the Council and another contracting authority only that relates to a horizontal arrangement between the Council and the authority. A “horizontal arrangement” means an arrangement—
- (a) entered into—
 - (i) with the aim of achieving objectives the Council and the authority have in common in connection with the exercise of their public functions;
 - (ii) solely in the public interest;
 - (b) in which no more than 20 per cent of the activities contemplated by the arrangement are intended to be carried out other than for the purposes of the Council and the authority's public functions.
- 10.6.3 A contract for the acquisition, by whatever means, of land, buildings or any other complete work, or of an interest in or right over any of them, or which concerns an interest in or right over any of them.
- 10.6.4 A contract for the acquisition, development, production or co-production of material intended for broadcast (by any means) by the Council to the general public.
- 10.6.5 A contract for the broadcast (by any means) by the Council to the general public of material (including, for example, a programme or an advertisement) supplied by the supplier.

- 10.6.6 A contract for the provision to the Council of arbitration, mediation or conciliation services, or of any other similar services.
- 10.6.7 A contract for the provision of exempt legal services to the Council. The following services are “exempt legal services”—
- (a) legal representation by a lawyer in judicial proceedings or other dispute resolution proceedings, whether in or outside the United Kingdom;
 - (b) the giving of legal advice by a lawyer in connection with, or in contemplation of, any such proceedings;
 - (c) document certification or authentication services provided by a notary in circumstances where the certification or authentication is required under an enactment or other rule of law to be performed by a notary;
 - (d) legal services provided by a person required to provide them under an enactment or an order of a court or tribunal.
- 10.6.8 A contract for the lending of money in any currency to the Council.
- 10.6.9 A contract for the provision or carrying out of an investment service or activity, or of an ancillary service, in relation to a financial instrument by an investment firm or a qualifying credit institution.
- 10.6.10 A contract of employment or a worker's contract.
- 10.6.11 Any other contract between the Council and an individual for the remuneration or compensation of that individual where they are appointed to a public office by the Council, including as a non-executive director of a public authority, or member of a public inquiry.
- 10.7 A contract is not an exempted contract under paragraphs 10.6.3 to 10.6.11 if, on award of the contract, the Council considers that the goods, services or works representing the main purpose of the contract could reasonably be supplied under a separate contract, and that contract would not be a contract of a kind listed in paragraphs 10.6.3 to 10.6.11. In considering whether goods, services or works could reasonably be supplied under a separate contract, the Council may, for example, have regard to the practical and financial consequences of awarding more than one contract.

11. Provider Selection Regime

The Provider Selection Regime may only be used where the service required falls under the definition of a Health Care Service as identified by the [Common Procurement Vocabulary Codes](#) referenced in the Provider Selection Regime. Such a procurement is required to be undertaken with a view to:

- Ensuring transparency, fairness and proportionality
- Securing the needs of the people who use the services
- Improving the quality of the services; and
- Improving efficiency in the provision of the services.

Direct Award Process A

- 11.1 This process will only apply where there is an existing provider of the health care services to which the proposed contracting arrangements relate and there is reasonable satisfaction that the health care service which the proposed contracting arrangements relate can only be provided by the existing provider due to the nature of the health care services.
- 11.2 The Budget Manager and Responsible Chief Officer must provide evidence of the key criteria being applied to the service and a report to the Council's Procurement team demonstrating the criteria being met in 11.2 of these Contract Procedure Rules. If the report does not reasonably satisfy the above criteria, then the Budget Manager and Responsible Chief Officer must consult with Procurement and Legal Services to identify the correct route.
- 11.3 The Category Manager shall publish the relevant required notices and the Budget Manager and Responsible Chief Officer shall provide any information required by the Procurement Team to enable the notices to be published.

Direct Award Process B

- 11.4 This process will only apply when the number of health care providers is not restricted by the Council and the Council will enter a contract with any health care providers who meet all the minimum requirements of the contract.
- 11.5 The Budget Manager and Responsible Chief Officer shall ensure that an expressions of interest process is established to determine all eligible health care providers that could deliver the contract and to openly advertise the opportunity to allow health care providers to demonstrate their ability to meet the minimum requirements.
- 11.6 The Category Manager shall publish the relevant required notices and the Budget Manager and Responsible Chief Officer shall provide any information required by the Category Manager to enable the notices to be published.

Direct Award Process C

- 11.7 This process will only apply where the Council is not required to follow the Direct Award Process A or B. The term of an existing contract is due to expire, and the Council will be proposing a new contract to replace the existing contract at the end of the term. The proposed contracting arrangements are not changing considerably, and the Council is of a reasonable view that the existing provider will likely satisfy the proposed contract to a sufficient standard.

- 11.8 Changing considerably in 11.10 shall mean:-
 - the new contract proposed is materially different in character to the existing contract when it was originally entered into; OR
 - the lifetime value of the new contract exceeds £500,000 and 25% of the original contract value.
- 11.9 The Budget Manager and Responsible Chief Officer shall be responsible for producing a report that highlights the existing providers current key performance data and their ability to satisfy the existing contract. The Budget Manager and Responsible Chief Officer shall keep in mind at all times the Council's duty to achieve best value.
- 11.10 If the report produced from 11.12 demonstrates that the existing provider is satisfying the existing contract then the Budget Manager and Responsible Chief Officer shall create the key criteria for the proposed contracted service. This will then be used as a measure of the quality assessment of the service, it may be appropriate to have the Provider complete a quality question assessment which is proportionate to the service being required.
- 11.11 The Category Manager shall publish the relevant required notices and the Budget Manager and Responsible Chief Officer shall provide any information required by the Category Manager to enable the notices to be published.
- Most Suitable Provider**
- 11.12 This process will only apply when the Council is not required to follow Direct Award Process A or B and the Council is not able or is unwilling to follow Direct Award Option C.
- 11.13 The Budget Manager and Responsible Chief Officer must identify and assess all the relevant providers who could deliver the proposed health care service and consider them for the delivery of the contract. The Budget Manager and Responsible Chief Officer should consider placing a market engagement event on YORTender to help identify the relevant providers.
- 11.14 The Budget Manager and Responsible Chief Officer must identify the key criteria for the service and produce a report that assesses all the identified providers ability to deliver against the key criteria. The report shall be proportionate to the service it seeks to award. It may be appropriate to produce a quality question assessment document which Providers are required to complete.
- 11.15 The Category Manager shall publish the relevant required notices and the Budget Manager and Responsible Chief Officer shall provide any information required by the Category Manager to enable the notices to be published.

Competitive Process

- 11.16 This process will only apply when the Council is not required to follow Direct

Award Process A or B and the Council is not able or is unwilling to follow Direct Award Option C.

11.17 The Budget Manager and Responsible Chief Officer will create the documentation required such as a specification and any ancillary documents for the service. The Budget Manager will ensure that they create the key criteria that the service will be assessed against.

11.18 The tender will be published by the Category Manager and shall be assessed by the relevant area of the Council with expertise.

11.19 Once the outcome of the tender has been established the Category Manager shall publish the relevant required notices and the Budget Manager and Responsible Chief Officer shall provide any information required by the Category Manager to enable the notices to be published.

12. Grounds for Exclusion

12.1 A tenderer will be excluded from inclusion in a tender process where they are identified as an excluded supplier.

12.2 A tenderer may be excluded from inclusion in a tender process where they are identified as an excludable supplier following consultation with the Assistant Director, Legal Services and Governance.

13. Contracts valued at less than £75,000

13.1 A contract or purchase made where the estimated value is:

13.1.1 For orders less than £5,000 the Budget Manager must ensure that the purchase represents Best Value.

13.1.2 £5,001 but less than £25,000 may be made after obtaining three written quotations, the receipt of which shall be documented.

13.1.3 For contracts with a value between £25,000 to £75,000 the contract is required to be advertised through Contracts Finder and/ or Find a Tender Service unless the contractor will be selected from a closed group of suppliers¹.

13.2 The Budget Manager shall be satisfied that the quotation accepted represents value for money. In the event that the requisite number of quotations cannot be obtained or it is not feasible or practicable to do so then the Budget Manager may seek approval from the Assistant Director, Legal Services and Governance to dispense with the requirement to obtain a number of

¹ Contracts Finder has been established by the Cabinet Office for the advertising of all public contracts with a value in excess of £25,000.

quotations. Approval should be sought by completing the form at Appendix 2 and submitting it to the Assistant Director, Legal Services and Governance.

13.3 In all cases the Budget Manager shall record:

- 13.3.1 Contractors approached.
- 13.3.2 Contractor responses (including a willingness to quote).
- 13.3.3 Details of any quotations provided.
- 13.3.4 The subject matter of the quotation.
- 13.3.5 The name of the contractor.
- 13.3.6 The date and time of the quote.
- 13.3.7 The price offered and other relevant trading items.
- 13.3.8 The name of the Budget Manager.
- 13.3.9 The contractor offering the most favourable quotation and the reasons why that quotation was accepted.
- 13.3.10 The risks associated with taking or omitting to take a particular course of action.

14. Contracts valued at more than £75,000

14.1 Budget Managers must ensure that the decision making requirements within the Constitution in relation to “key decisions” are met in relation to any procurement process that exceeds the threshold at which a decision is treated as a “key decision”, noting that:

14.1.1 Contracts must not be artificially divided to reduce their value below the threshold for “key decisions” or Relevant UK Procurement Legislation;

14.1.2 Contracts must be advertised on Find a Tender Service in addition to any other advertising unless the contractor will be selected from a closed group of suppliers.

14.1.3 Framework contracts should be tendered for regular repeat procurement activity.

14.2 Procedures for Contracts with a value between £75,000 and the UK Threshold

14.2.1 Any Contract with a value between £75,000 and UK Threshold shall be procured upon a **Request for Quotation** document.

14.2.2 Any contract for works with a value between **£177,897.50** and the UK Threshold for works shall be procured upon a **Works Request for Quotation** document.

CONTRACTS ABOVE UK THRESHOLD**15. Thresholds**

Table 1

	Supplies	Services	Works
Public Sector contracting authorities (excluding Central Government)	£177,897.50 (£214,904 inclusive of VAT)	£177,897.50 (£214,904 inclusive of VAT)	£4,477,174 (£5,372,609 inclusive of VAT)
Light Touch Regime Services		£552,950 (£663,540 inclusive of VAT)	
Light Touch Concession contracts		£4,477,174 (£5,372,609 inclusive of VAT)	

Concession contracts	£4, 477,174 (£5,372,609 inclusive of VAT)	£4, 477,174 (£5,372,609 inclusive of VAT)	£4, 477,174 (£5,372,609 inclusive of VAT)
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15.1 Thresholds are shown both inclusive and net of Value Added Tax in the table above. The net value should be used when determining whether the contract is above the relevant UK Threshold.

15.2 Procurement exercises with an estimated contract value within 10% of UK Threshold levels should also be advertised on the Central Digital Platform to avoid requirements being unintentionally breached.

15.3 **Standards**

If the European Committee for Standardisation (CEN) has issued a relevant standard, all the goods and materials used or supplied, and all the work done under the contract, must be in line with that standard.

15.4 **Common Currency**

A provision should be included in any contractual documentation requiring the contractor to convert prices into GB sterling.

15.5 **Number of Tenderers**

If the contract is expected to exceed UK Thresholds, a minimum of five contractors or suppliers must be invited to tender save where the adopted procedure provides otherwise. (In cases where fewer than five contractors or suppliers apply and are shortlisted, all contractors or suppliers who are not an excluded supplier, excludable supplier or non-compliant must be invited to tender.)

15.6 If during the course of a competitive tendering exercise, an officer becomes aware that the value of bids received exceeds the UK Thresholds, but bid invitations have not been invited through the above UK Threshold notice procedure advice must be sought from the Assistant Director, Legal Services and Governance upon how to proceed.

15.7 **Procedures for above UK Threshold**

15.7.1 All contracts with a value in excess of the UK Threshold shall be let in accordance with a procurement method which is acceptable within the Relevant UK Procurement Legislation.

15.7.2 Consideration shall be given to breaking down a contract into lots in any tender for a contract with a value in excess of the UK Threshold, and shall be let broken down into lots unless there is a justification for not so doing.

- 15.7.3 Acceptable methods of procurement are:
- (a) the Open Procedure
 - (b) the Competitive Flexible Procedure
 - (c) call-off from an existing Framework contract
 - (d) Such alternate procedure as may be agreed by the Assistant Director, Legal Services and Governance under the Light Touch Regime where this applies.

15.7.4 **Open Procedure**

- 15.7.4.1 The open tender procedure allows all contractors who are interested in tendering for a contract to submit a tender. The procedure may be used where a Responsible Chief Officer in consultation with the Category Manager has decided that other forms of tendering for the Contract are unlikely to give rise to adequate competition.

- 15.7.4.2 Where this procedure applies the Tender Notice published through the Council's electronic tendering system should include the following information:

- The subject matter and estimated value of the contract
- How the tenders will be assessed including any conditions of participation and the criteria for awarding the contract
- The timescales for both the procurement process and delivery of requirements
- The specification for the proposed contract
- The proposed conditions of contract
- Formats for the presentation of documents by tenderers
- Where preliminary market engagement has been undertaken but a preliminary market engagement notice has not been published, the reasons why a preliminary market notice was not published
- Where the contract is not to be awarded in lots, but it would have been reasonable and appropriate to do so, the reasons for not doing so
- Confirmation that a conflicts assessment has been undertaken
- The latest date and time by which the tenderer must provide their completed tender documents
- The name and address of the Procurement Category Manager overseeing the tender.

- 15.7.5 An Invitation to Tender and must be sent to everyone who shows an interest. The Invitation to Tender must set out the Award Criteria for the contract.
- 15.7.6 Unless the Accelerated Procedure applies any timescales and procedures must be in accordance with the requisite Relevant UK Procurement Legislation timescales.
- 15.7.7 **Competitive Flexible Procedure**
- 15.7.8 The Competitive Flexible Procedure provides the opportunity and flexibility for the Council to design and undertake a bespoke multi-stage procurement process. There is no limit to the number of stages or supplementary processes that can be included.
- 15.7.9 The process should ordinarily include Preliminary Market Engagement undertaken in accordance with Section 8 (above) and have regard to the examples shown at Appendix 1.
- 15.7.10 **Tender Notice:** The Tender notice and associated tender documents must explain how the procedure will be carried out and invite suppliers to submit a request to participate or submit their first and only tender as part of the process and include the same information as is required for the Open Procedure together with:
- A description of the process to be followed during the procedure, including whether there is negotiation at any stage
 - Any conditions of participation that will be used to reduce or limit the number of suppliers progressing to the next stage of the process
 - Any other criteria (for example, award criteria) that will be used to reduce or limit the number of suppliers progressing to the next stage of the process
 - Whether the award criteria may be refined during the process (see assessment and award summary document)
- 15.7.11 **Light Touch Regime**
- 15.7.12 Where goods or services are proposed for procurement which fall within Schedule 1 of the Procurement Regulations 2024 and have an estimated contract value below the threshold in Table 1 (above) the obligation to procure such contract in compliance with UK Procurement Rules does not apply.
- 15.7.13 Where goods or services are proposed for procurement which fall within Schedule 1 of the Procurement Regulations 2024 (as amended from time to time) and

have an estimated contract value above threshold in Table 1 (above) the Category Manager shall ensure that procurement is undertaken in accord with a procurement process which complies with the obligations of transparency and equal treatment.

- 15.7.14 Schedule 1 of the Procurement Regulations 2024 includes, Health, social and related services, administrative social, educational, healthcare and cultural services, compulsory social security services, Benefit Services, other community, social and personal services including services furnished by trade unions, political organisations, youth associations and other membership organisation services, religious services, hotel and restaurant services, legal services (save where exempted by Schedule 2 of the Procurement Act 2023), government services, provision of services to the community, prison related services, investigation and security services and postal services.
- 15.7.15 In undertaking a procurement process through the Light Touch Regime, consideration should be given to taking into account:
- 15.7.15.1 the need to ensure quality, continuity, accessibility, affordability, availability and comprehensiveness of the services;
 - 15.7.15.2 the specific needs of different categories of users, including disadvantaged and vulnerable groups;
 - 15.7.15.3 the involvement and empowerment of users;
 - 15.7.15.4 Innovation.
 - 15.7.15.5 If UK procurement legislation applies, any advertisements, Timescales and procedures must be in accordance with the requisite UK timescales.
- 15.7.16 Accelerated Procedure
- Where there is considered to be a state of urgency that means that the normal minimum timescales are impractical, consultation and agreement must be provided by the Assistant Director, Legal Services and Governance to use the reduced timescales identified within the Relevant UK Procurement Legislation.
- 15.7.17 Advice must always be taken from the Legal Commercial Team in relation to the advertisement and letting of a **Service Concession**, that is a contract of the same type as a public service contract except for the fact that the consideration for the provision of services consists either solely in the right to exploit the service or in this right together with payment.

16. Selection of Tenders

16.1 The selection of which companies will be invited to tender will be subject to the value of the contract:

16.1.1 Quotations under the UK Threshold– the Budget Manager will invite a sufficient number of suppliers to enable a minimum of three technically competent companies to provide quotations through the Request for Quotation documentation.

16.1.2 Where the tender value will exceed the UK Threshold – selection of tenders must be in accordance with the Relevant UK Procurement Legislation.

17. Quotation / Tender Invitation

17.1 The invitation to tender or Request for Quotation must include a specification and where appropriate a bill of quantities or schedule of rates. In preparing specifications the Budget Manager must have regard to any guidance from the Procurement Manager and Legal Services Commercial Team.

17.2 The invitation to tender or Request for Quotation must state that the Council is not bound to accept any quote or tender.

17.3 All contractors invited to tender or quote must be issued with the same information at the same time and subject to the same conditions. Any supplementary information must be given on the same basis.

17.4 The invitation to tender or Request for Quotation must specify the evaluation criteria.

17.5 Where any prior advertisement has not defined the Award Criteria, invitations to tender or Request for Quotation must state the Award Criteria in objective terms and if possible in descending order of importance.

17.6 The invitation to tender must include a form of tender and instructions to tenderers.

17.7 The invitation to tender or Request for Quotation must include Contract terms and conditions which have the approval of the Assistant Director, Legal Services and Governance.

18. Submission, Receipt and Opening of Tenders

18.1 The period for a contractor's response.

18.1.1 Where contractors are invited to respond they must be given an adequate period in which to prepare and submit a proper quote or

tender, consistent with the urgency of the contract requirement. Normally at least four weeks should be allowed for submission of a tender.

- 18.1.2 The Relevant UK Procurement Legislation lay down specific procurement processes and related time periods which, where the value of the Contract will exceed UK Thresholds, must be followed.
- 18.1.3 All tenders should be administered through the Council's electronic tendering system. All tender submissions should be made electronically through the electronic system.
- 18.1.4 If there appears to be an error in a bid or supporting information, the contractor must be invited to clarify the supporting information and/or confirm or withdraw the bid.
- 18.1.5 All communications must be in writing and logged on the electronic Contract File.

19. **Contract Award**

- 19.1 The Budget Manager shall ensure that finance is available in the budget and that all necessary approvals have been obtained to authorise the expenditure on the contract. In the event that a request is made to vary a contract which increases the cost to the Council the Budget Manager shall not agree such variation unless finance is available and within the budget to cover the cost of the variation. The Budget Manager shall ensure that evidence of authority to spend, and the budget code to be used, is recorded on the Contract File.
- 19.2 Contracts must be evaluated and awarded in accordance with the Award Criteria set out in the original tender or quotation documents and advertisement.
- 19.3 Every contract shall be in writing and bear the signature or other mark of all the parties and will be subject to an official order number.
- 19.4 In relation to any contract requiring compliance with the Relevant UK Procurement Legislation, a notification of intent to award a contract shall be issued to each supplier who has participated in the award procedure unless that supplier has already been lawfully excluded from the procedure. No contract shall be concluded with the successful supplier prior to expiry of the **mandatory standstill period**. In the event of a challenge being made by an unsuccessful supplier within the mandatory standstill period, advice from the Legal Commercial Team must be taken prior to the contract being awarded.

	<p>19.5 Contracts shall be awarded by the Responsible Chief Officer provided the award is in accordance with these Rules, the Procurement Strategy and Policy and Capital Programme. For each contract awarded a contract administrator will be nominated to monitor the contract performance.</p>
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	19.6	Contracts with a value which commits the Council to spend in excess of £250,000 within a financial year, must be accepted by the Cabinet, Leader, Portfolio Holder or the Area Committee as appropriate and be accompanied by a committee minute or decision record. The minute or decision record shall specify the nature of the goods, works, services or Concession for which the contract has been awarded, the value of the contract, the difference in the tenders and the name of the successful contractor.	
	19.7	<u>Form of Contract:</u>	
		19.7.1	Each Responsible Chief Officer shall ensure all contracts under £75,000 have an official purchase order and order number in the Council's approved form.
		19.7.2	All contracts must be in writing in a form approved by the Council's Legal Service.
		19.7.3	Every Contract over £250,000 as well as being in writing shall also be under the Council's official seal and executed as a Deed.
		19.7.4	Each Responsible Chief Officer shall ensure that an electronic copy of every contract entered into by them shall be provided to the Corporate Procurement Unit for details and a copy of it to be entered onto the Council's Contract Register.
20.	<u>Assessment Summary</u>		
	20.1	The Category Manager shall provide all those contractors who submitted a tender an assessment summary. This should normally include:	
		20.1.1	How the Award Criteria were applied.
		20.1.2	The prices or range of prices submitted, in either case not correlated to contractor names.
		20.1.3	The evaluation scoring matrix used, without disclosing the individual contractor names or identities.
		20.1.4	The names of contractors where there were three or more contractors involved.
	20.2	The confidentiality of quotations, tenders and the identity of contractors must be protected subject to the provisions of the Freedom of Information Act 2000.	
21.	<u>Contract Conditions</u>		
	21.1	Every contract shall state as a minimum:	

		21.1.1	The works or services (including Concessions) to be performed and/or the goods to be supplied.
		21.1.2	The parties to the contract, including any guarantor.
		21.1.3	The price and any discounts, or the method by which prices and discounts are to be calculated, and the method and timing of payments.
		21.1.4	The time within which the contract is to be carried out.
		21.1.5	That the contractor will not assign the contract without written consent of the Council.
		21.1.6	That the contractor may pay liquidated damages (where these can be assessed and ascertained) as a pre-estimate of the potential loss sustained by the Council or other damages to the Council should the terms of the contract not be properly carried out, including the method by which such damages will be calculated and the circumstances in which they will be payable.
		21.1.7	The performance of every contract over £100,000 (except a supply contract) may be required to be adequately secured by either a guarantee or a bond or a deposit of money if the Responsible Chief Officer so decides.
		21.1.8	Any requirements of the Council in regard to equalities.
		21.1.9	That the contractor shall adopt safe methods of work and comply with all other requirements of the Health and Safety at Work etc. Act 1974 in order to protect the health and safety of its personnel, the personnel of the Council and all other persons.
		21.1.10	That appropriate procedures must be in place to ensure that children and vulnerable clients are safeguarded.
		21.1.11	That the contractor shall comply with data protection and freedom of information requirements if appropriate.
		21.1.12	That the Council may cancel the contract and recover any loss if the contractor, its employees, agents and sub-contractors offer any reward relating to the contract, commit any offence under the Prevention from Corruption Acts 1889 to 1916, the Bribery Act 2010, the Employment Relations Act 1999 (Blacklists) Regulations 2010 or improperly influence or make any attempt so to influence the award or administration of the contract.
		21.1.13	For contracts with a value in excess of £5,000,000 a minimum of 3 Key Performance Indicators relevant to the specific contract.

		21.1.14	Any other terms and conditions specified by the Assistant Director, Legal Services and Governance who has a general authority to set standard and particular contract conditions.
22.	<u>Contract Specifications</u>		
	22.1	The Budget Manager shall ensure the contract specifies as necessary: <ul style="list-style-type: none"> (a) the tasks required, their volume and frequency (b) the level of input, time and resources required or the outputs required (c) the facilities on-site, health and safety and access arrangements (d) the quality required, testing and inspection methods, standards of performance expected and performance monitoring arrangements (e) the duration of any contract and any other details not included elsewhere (f) the quality of materials (g) reference to relevant Council policies 	
	22.2	Technical specifications shall be defined by reference to relevant European specifications or, where they do not exist, in the following order; to British technical specifications, British standards implementing international standards, other British standards and technical approvals or any other standards. Where an appropriate standard is current at the date of tender, all works, services and supplies shall be at least of equal quality.	
	22.3	Specifications shall not refer to supplies of a particular make or source unless:	
		22.3.1	This is justified by the contract requirements.
		22.3.2	The contract requirements cannot otherwise be described precisely and intelligibly, provided references are accompanied by the words "or equivalent".
23.	<u>Post Contract Monitoring and Evaluation</u>		
	23.1	During the life of the contract the Budget Manager must, in accordance with any Council approved guidance, ensure that there are in place, arrangements that will ensure :	
		23.1.1	Monitoring of contract performance and risk management.
		23.1.2	Compliance with specification and contract, including any key performance indicators.
		23.1.3	Costs are controlled.
		23.1.4	Any best value requirements are observed.
		23.1.5	User satisfaction.

	23.2	A minimum of 3 Key Performance Indicators are required to be produced for all contracts with an estimated value of more than £5m and the Budget Manager must, at least once every 12 months assess and publish details of supplier performance against the set KPIs to the Central Digital Platform, using a Contract Performance Notice. The KPIs should be those that are relevant or important to the delivery, performance or success of the respective contract.	
	23.3	To enable consistency and ensure that data is comparable across public contracts, the central digital platform will require KPI data to be published using the same standardised rating system: <ul style="list-style-type: none">• Good• Approaching target• Requires improvement• Performance is below the key performance indicators• Inadequate:<ul style="list-style-type: none">• Performance is significantly below the key performance indicators.• Other.	
	23.4	The Budget Manager in consultation with the Category Manager shall maintain under review the extent to which the purchasing need and the contract objectives are being met by a tendered contract. Where the contract is to be re-let, a report on contract performance should be prepared to inform the approach to re-letting the subsequent contract.	
	23.5	The Procurement Manager will retain and compile information regarding the 30 days payment compliance for payments made under each contract awarded by the Council. The Procurement Manager will ensure that the Payment Compliance Notice is published every six months in line with the Procurement Act 2023.	
	23.6	The Category Manager will retain and publish on a quarterly basis information regarding any payment in excess of £30,000 made by the Council under a contract awarded in accordance with the Procurement Act 2023.	
24.	<u>Contract variation</u>		
	24.1	Contract variation of the original contract sum shall be reported by the Responsible Chief Officer to the Assistant Director, Legal Services and Governance.	
	24.2	No variation may be made unless allowed for in the contract documentation.	
	24.3	No variation, notwithstanding the application of clauses in conditions of contract, shall be made until the Responsible Chief Officer has identified and approved any additional funding required.	
	24.4	The Category Manager will be responsible for the publication on the Central Digital Platform of any Contract Change Notices required by the Procurement Act 2023 including, of copies of the contract if the contract value before or prior the change is over £5 million.	
25.	<u>Termination</u>		
	25.1	If a contract is terminated for whatever reason, the Responsible Chief Officer will notify both the Assistant Director, Legal Services and Governance and Procurement	

		Manager as soon as practicable and not more than 5 days after the termination of contract. The Category Manager will be responsible to ensure that within 30 days of terminating a contract, the Contract Termination Notice is published on the Central Digital Platform.
26.	<u>Nominating Products, Contractors or Suppliers</u>	
	26.1	These Rules apply where the Council nominates a sub-contractor or supplier for carrying out works or services or supplying goods or materials that form part of a tender. Sub-contractors or suppliers shall send with the tender an undertaking to work for the main contractor and indemnify them for the sub-contracted works or materials.
27.	<u>Technical Amendment</u>	
	27.1	The Assistant Director, Legal Services and Governance has the authority to make technical amendments from time to time to make these Rules consistent with legal requirements, changes in Council structures and personnel and best practice after consultation with the Chief Executive and Resources Director.
28.	<u>Definitions</u>	
	28.1	<p>The following terms in these Rules have the meaning indicated and shall be interpreted accordingly:</p> <p>‘Award Criteria’ are the criteria by which the successful quotation or tender is selected.</p> <p>‘Best Value’ means the duty placed on local authorities to secure continuous improvement in the way in which services are provided, having regard to a combination of economy, efficiency and effectiveness and as implemented by the Council.</p> <p>‘Bond’ has a similar effect to an insurance policy where a contractor does not do what it has promised under a contract, the Council can claim the sum of money specified in the bond, often 10 per cent of the contract value. A bond is intended to protect the Council against a level of cost arising from a contractor's failure.</p> <p>“Budget Manager” means the officer with delegated responsibility for management of the budget from which it is anticipated that the costs arising from a contract will be funded.</p> <p>‘Responsible Chief Officer’ in these Rules means the Chief Executive, Corporate Directors, Assistant Director or Head Teacher.</p> <p>‘Concession’ means a contract whereby a payment is received to permit a service to be provided to the public for a charge.</p> <p>‘contract’ or ‘sub-contract’ means any agreement for the supply of goods, materials or services, the execution of works and the awarding of concessions.</p>

		<p>‘Contractor’ is a supplier of goods, materials, works, services or concessions to the Council.</p> <p>‘Contract File’ comprises a record of all matters relating to a contract whether in paper or electronic form.</p> <p>Crown Commercial Services is the Government Agency responsible for leading and providing guidance upon Central Government Procurement activity.</p> <p>‘Disposal’ the divestment of Council ownership in any asset except land or buildings.</p> <p>‘Key Decision’ has the meaning assigned to it within the Interpretation provision included in the Articles of the Constitution.</p> <p>“Procurement Act 2023” means the Procurement Act 2023 and any subordinate legislation and procurement policies applicable from time to time.</p> <p>“Procurement Notices” means</p> <ul style="list-style-type: none"> • Planned Procurement Notice • Preliminary Market Engagement Notice • Tender Notice • Transparency Notice • Contract Award Notice • Contract Details Notice • Procurement Termination Notice • Below Threshold Notice • Payments Compliance Notice • Information about Significant Payments • Contract Performance Notice • Contract Change Notice • Contract Termination Notice <p>as set out within the Procurement Act 2023</p> <p>‘Quotation’ means any written response to an invitation to quote which includes the price of goods or services to be supplied.</p> <p>“Relevant UK Procurement Legislation” means for contracts and frameworks procured prior to 24 February 2025 the Public Contracts Regulations 2015 and/or the Concession Contracts Regulations 2016 where applicable or for any contracts and frameworks procured on or after 24 February 2025 the Procurement Act 2023.</p> <p>‘Tender’ means any offer which if accepted is capable of resulting in a contract.</p>
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		<p>‘Total Value’ is the whole of the value or estimated value (in money or equivalent value) of the contract whether or not it comprises several lots or stages to be paid or received by the Council and calculated as follows:</p> <ul style="list-style-type: none"> (a) Where the contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the period. (b) Where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions in the coming 12 months. (c) Where the contract is for an uncertain duration by multiplying the monthly payment by 48. (d) In the case of feasibility studies it is the value of the scheme or contracts which may be awarded as a result. (e) In the case of nominated suppliers and sub-contractors it is the value of that part of the main contract to be fulfilled by the nominated supplier or sub-contractor. <p>“UK Thresholds” means the thresholds set out within Schedule 1 of the Procurement Act 2023</p>
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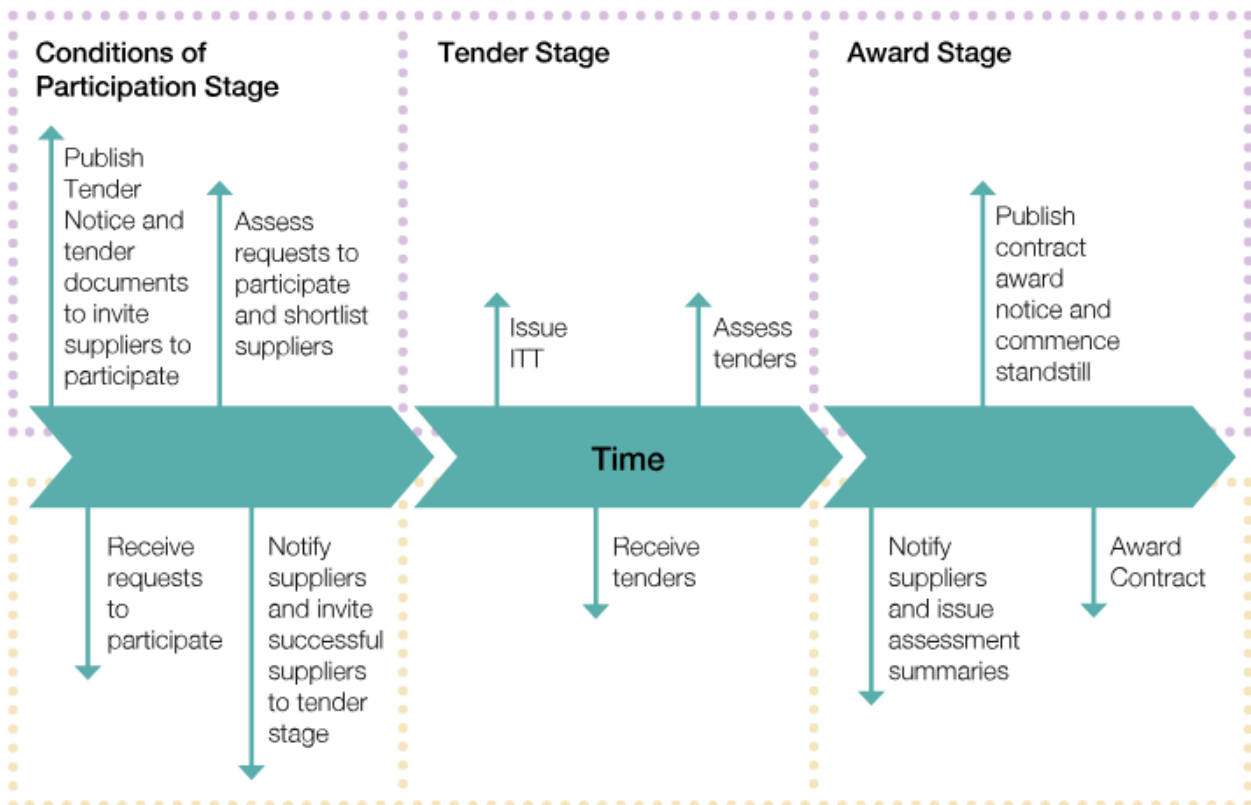
Appendix 1**Competitive Flexible Procedure:**

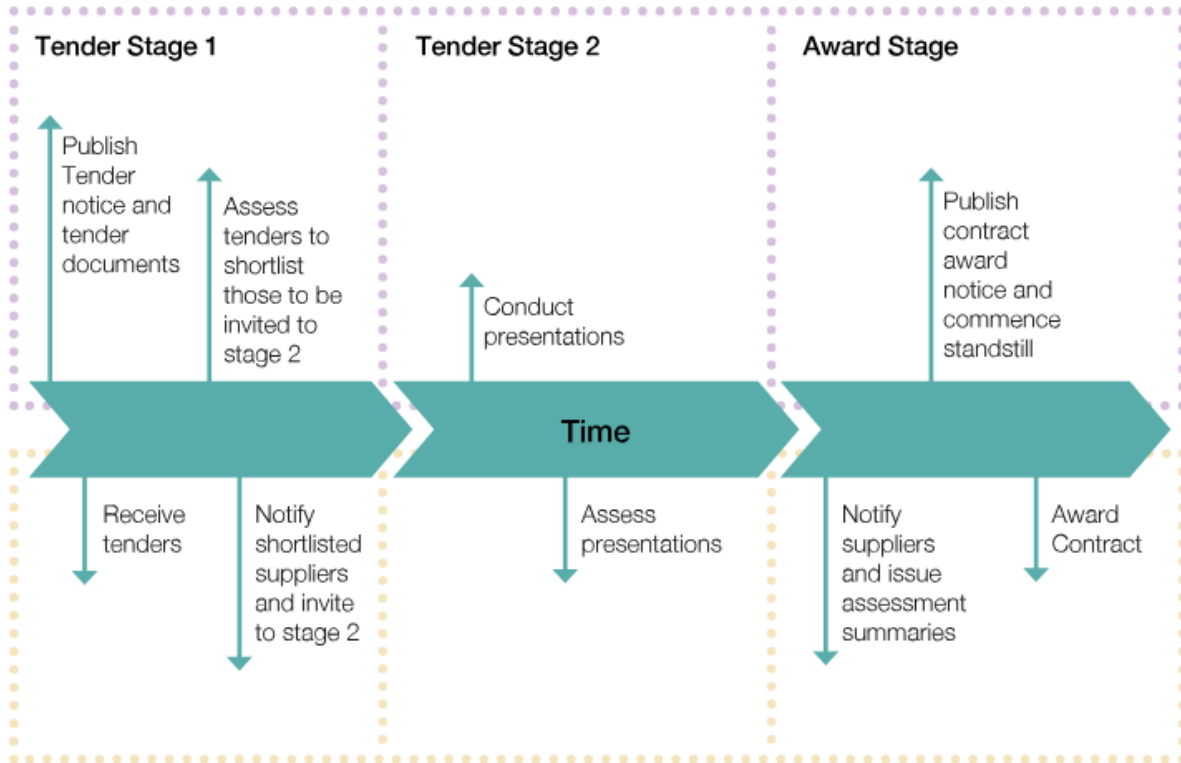
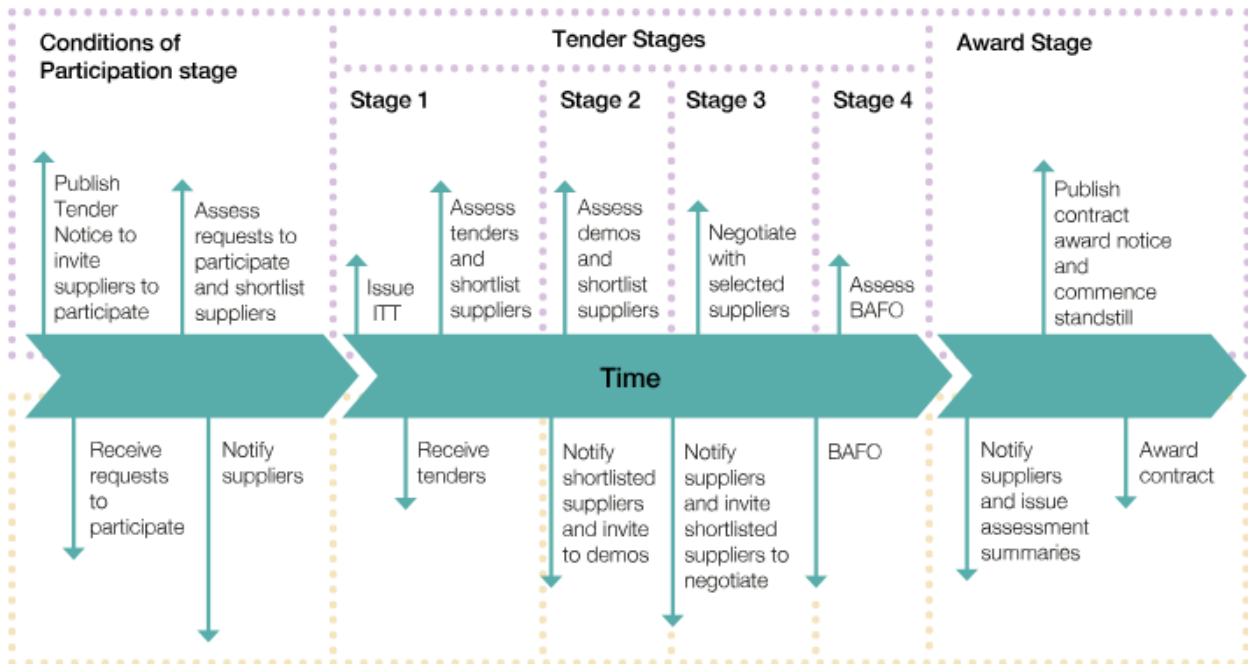
In the competitive flexible procedure there is no requirement for a conditions of participation / participation stage.

Tenders can be invited in the first stage, as per the open procedure. Following an intermediate assessment of the tenders received, the highest scoring tenders may be taken forward to a further stage before having a final assessment stage.

Contracting authorities are to be able to engage with suppliers under the competitive flexible procedure to discuss the requirement and improve tenders as long as they do so in accordance with the tender notice and any associated tender documents.

Examples of the process from [Government Guidance](#) are shown below

Two Stage process:

Two Stage Process using supplementary process**Multi-stage process:****Appendix 2**

[Insert new Dispensation form template here]