BRIDGEND COUNTY BOROUGH COUNCIL
CONTRACT PROCEDURE RULES

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1. INTERPRETATION

1.1 In these Contract Procedure Rules:

"Act" means the Procurement Act 2023.

"Appropriate Chief Officer" means whichever of the following is responsible in any particular case for inviting tenders or placing an official order:

Chief Executive
Chief Officer - Legal and Regulatory Services, Human Resources and Corporate Policy and Monitoring Officer
Corporate Director – Education and Family Support
Corporate Director – Social Services and Wellbeing
Corporate Director – Communities.

This definition also includes any Officer to which functions have been delegated under the Council's Scheme of Delegation of Functions.

"Cabinet" means the executive body of the Council established in accordance with Part II of the Local Government Act 2000.

"Cabinet Functions" means the functions for which the Cabinet is responsible.

"Cabinet Members" means the leader and the members of the Cabinet.

"Chief Finance Officer" means the nominated Section 151 officer under the Local Government Act 1972 for the time being having statutory responsibility for the administration of the Council's financial affairs.

"Commissioning Form" means a document that requires completion by the client before going out to tender or to obtain quotations unless a Cabinet Report has been approved a copy of which can be found on the Corporate Procurement Page.

"Contract" means any form of contract or agreement entered into by the Council with any other party for the supply of goods, services or works, or any combination thereof.

"Contractor" means any person or organisation that undertakes a Contractual relationship with the Council.

"Contract Manager" means the officer with responsibility for the management of the Contract in accordance with Rule 26.

"Contract Value" means the total value of the Contract as calculated in accordance with CPR 2.2.

"Corporate Contracts Register" means a live database of Contracts.

"Corporate Procurement Manager" means the lead Officer for the Corporate Procurement Unit, who has functional responsibility for the delivery of Procurement strategy and guidance.

"Council" means the Bridgend County Borough Council.

"Data Protection Legislation" means (i) the UK GDPR and any applicable national implementing Law, as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable law about the processing of personal data and privacy.

“Dynamic Market” means a list of pre-selected suppliers, compliantly procured, which may be used to run a further competition for a requirement.

“Form of Tender” means a covering document signed by the tenderer to indicate that it understands the tender and accepts the terms and conditions and other requirements of participating in the exercise a copy of which can be found on the Corporate Procurement Page.

“Framework Agreement” means an agreement between one or more contracting authorities and one or more suppliers, that provides for the future award of Contracts by a contracting authority to the supplier or suppliers.

“Internal Providers” means an organisation managed, funded and staffed by the Council, which provides a service to various directorates and schools as its core business.

“Legal Requirements” means all UK and Welsh law that governs and or relates to the procurement of goods, services and works and the letting of concession contracts.

“Light Touch Contracts” means a contract for services of the type listed in Schedule 1 of the Regulations. Examples include contracts for health, social and related services.

"Monitoring Officer" means the officer for the time being designated as such under Section 5 of the Local Government and Housing Act 1989.

“Most Advantageous Tender” (MAT) means the tender that the Council considers satisfies its requirements and best satisfies the award criteria set by the Council that reflect qualitative, technical and sustainable aspects of the tender submission as well as price.

“Parties” means collectively the Council and any other party or parties entering into a Contract.

“Regulations” means the Procurement (Wales) Regulations 2024.

“Social Value” means the wider financial and non-financial impacts that procurements may have in addition to the core delivery of the contract. This may include the wellbeing of individuals and communities, social capital and the environment.

“Threshold” means the threshold amounts prescribed by the Act above which the procurement of the Contract becomes a ‘covered procurement’ as defined by section 1 of the Act. The thresholds are set out in Schedule 1 of the Act and are different for goods and services, works, Light Touch and concession contracts.

"Trade Journal" means a newspaper or journal circulating among such persons or bodies as undertake Contracts of the category for which tenders are to be invited.

“UK GDPR” means the UK General Data Protection Regulation.

1.2 Words importing the singular shall include the plural and vice versa.

1.3 Any reference to any statutory provision shall include reference to any statutory modification amendment or re-enactment thereof and any subordinate legislation made under them.

2. COMPLIANCE WITH CONTRACT PROCEDURE RULES AND LEGAL REQUIREMENTS

2.1. Every Contract shall:

2.1.1. Comply with the Council's Constitution, including in particular the Financial Procedure Rules, the Scheme of Delegation of Functions and these Contract Procedure Rules.

2.1.2. Comply with all relevant statutory provisions including in particular, but not limited to:

(a) the Act and the Regulations,
(b) the Local Government Act 1988,
(c) the Local Government (Contracts) Act 1997,
(d) the Local Government Act 1999,
(e) the Equality Act 2010,
(f) the Modern Slavery Act 2015,
(g) all relevant employment law,
(h) Data Protection Legislation,
(i) Social Partnership and Public Procurement (Wales) Act 2023.

Where there is any conflict between the requirements of these CPR's and any relevant statutory provisions, the statutory provisions take precedence.

2.1.3. Be consistent with the highest standards of integrity, having regard to the Bribery Act 2010.

2.1.4. Ensure fairness in allocating public Contracts.

2.1.5. Support the Council's corporate and departmental aims and policies and comply with any Council policy.

2.1.6. Be procured with regard to the Wales Procurement Policy Statement (WPPS), published by Welsh Government from time to time.

2.1.7. Be procured in accordance with all procurement planning guidance issued by the Corporate Procurement Manager.

2.1.8. Be procured in accordance with the Contractor Safeguarding Protocol.

2.2. For the avoidance of doubt, the Appropriate Chief Officer shall ensure that where the estimated Contract Value or amount of a proposed Contract (or series of Contracts) is likely to be equal to or to exceed the Threshold, then the tendering procedures to be adopted must be in accordance with the Act and Regulations. The Contract value shall be estimated in accordance with Schedule 3 of the Act, shall be inclusive of VAT and shall include the value of any extensions and other options provided for in the Contract. Where the value is unable to be estimated (for example because the duration of the Contract is unknown), the Contract must be treated as being above the Threshold amount.

2.3. The Appropriate Chief Officer must consider whether any Contract for the procurement of works, goods or services may be provided under more than one contract and awarded by reference to lots. If the contract is not subdivided into lots, reasons for this decision must be provided in the Tender Notice.

2.4. It shall be a condition of any contract between the Council and any person (not being an Officer of the Council) who is required to supervise a Contract on the Council's behalf that, in

relation to the Contract, they shall comply with the requirements of these Contract Procedure Rules and the Council's Financial Procedure Rules.

2.5. The Monitoring Officer with the agreement of the Chief Finance Officer may issue procurement guidance or protocols, and all Chief Officers and Contract Managers shall comply with any such guidance or protocol.

2.6. The use of the Council's in-house services and Internal Providers is not covered by or subject to these Contract Procedure Rules. Any contract subsequently let by the in-house services and Internal Providers to sub-contractors must be let in accordance with these Contract Procedure Rules.

2.7. Any failure by officers to comply with any of the provisions of these Contract Procedure Rules or associated guidance adopted by the Council may result in disciplinary action.

2.8. Appropriate internal governance approval must be in place (Cabinet or Delegated Authority) before any procurement is carried out on behalf of the Council.

2.9. Any dispute regarding the interpretation of these Contract Procedure Rules shall be referred to the Monitoring Officer for resolution in consultation with the Corporate Procurement Manager.

2.10. Concession Contracts or Utilities Contracts must also be conducted in accordance with these Contract Procedure Rules.

2.11. These Contract Procedure Rules do not apply to Contracts let by school or college governing bodies acting in accordance with their approved schemes of delegation or contract procedure rules.

2.12. The Social Partnership and Public Procurement (Wales) Act 2023 (SPPPWA) requires the Council to prepare and publish a procurement strategy setting out how the authority intends to carry out public procurement. The procurement strategy must be reviewed each financial year and state how the Council intends to:

- Ensure that it will carry out public procurement in a socially responsible way, by setting objectives.
- Take all reasonable steps to meet its socially responsible procurement objectives when it carries out public procurement in relation to any prescribed contract.
- Make payments due under a contract promptly and, unless this is not reasonably practicable, no later than 30 days after an invoice (or similar claim) is submitted.

The Council must also prepare and publish an annual report which includes:

- A summary of the public procurement exercises during the year for the award of prescribed contracts.
- A statement of the extent to which all reasonable steps were taken to meet the Council's socially responsible procurement objectives.
- A statement of what further steps it will take in future public procurement exercises to meet its socially responsible procurement objectives.
- A summary of the public procurement the authority expects to carry out in the next two financial years.

The Council is also required to publish a contracts register of prescribed public contracts entered into by the authority.

2.13. For all Contracts the Council must consider how what is proposed to be procured might improve the economic, social and environmental and cultural well-being of the area and how, in conducting the procurement process, it might act with a view to securing that improvement. The Council must consider the sustainable development principles and the well-being objectives that the Council has adopted in accordance with the Well-being of Future Generations (Wales) Act 2015 and is required to comply with the social partnership duties set out in the SPPWA. Guidance on delivering Social Value through procurement is available on the Corporate Procurement Page on the Intranet.

2.14. Where appropriate the Council will need to include Social Value requirements proportionate to the value and related to the subject matter of the contract should be considered for inclusion tenders.

2.15. Every Contract shall include clauses in a form approved by the Monitoring Officer relating to the following matters:

2.15.1. Data Protection;
2.15.2. Freedom of Information;
2.15.3. Modern Slavery;
2.15.4. Bribery and Corruption;
2.15.5. Equalities and Human Rights;
2.15.6. Welsh Language Standards;
2.15.7. Audit;
2.15.8. Social Public Works clauses in major construction contracts (where required by the SPPWA);
2.15.9. Social Public Workforce clauses in outsourcing services contracts (where required by the SPPWA)

Template provisions for the above matters can be found on the Corporate Procurement Page on the Intranet.

2.16. Where a relevant specification issued by the British Standards Institution is current at the date of the procurement all Council specifications shall require as a minimum that the goods and materials used in the execution of the Contract shall be in accordance with that specification or an equivalent.

2.17. The Council is a signatory to the UK Steel Charter. The Appropriate Chief Officer must consider whether fulfilment of any of the steps contained within the Charter are applicable to the Contract being procured and if so liaise with the Corporate Procurement Manager to ensure that appropriate provisions are contained within the procurement documents. A copy of the UK Steel Charter can be found on the Corporate Procurement Intranet page.

2.18. The Council is a signatory to the Welsh Government Code of Practice – Ethical Employment in the Supply Chain. The Appropriate Chief Officer must ensure that employment practices are considered as part of the procurement process and liaise with the Corporate Procurement Manager to ensure that appropriate provisions are contained within the procurement documents. A copy of the Welsh Government Code of Practice – Ethical Employment in the Supply Chain can be found on the Corporate Procurement Intranet page.

2.19. The Council has adopted the principles contained within the Welsh Government Policy on Project Bank Accounts. The Appropriate Chief Officer must consider whether payment through a project bank account (PBA) is appropriate for any construction or infrastructure Contract (or other Contract with a significant sub-contracting supply chain) of over 6 months duration and valued at £2 million or more and where there are sub-contracting opportunities

valued at 1% or more of the contract value. The use of payment through a PBA for such Contracts will be required unless there are compelling reasons not to do so. The use of payment through a PBA must be applied to all construction and infrastructure projects and any other appropriate contracts valued at £2m or more which are part or fully funded by Welsh Government where the terms of such funding require a PBA to be applied.

2.20. Light Touch Contracts remain subject to these Contract Procedure Rules. Above Threshold contracts for Light Touch services are subject to more flexible procurement rules under the Act, as follows:

2.20.1. They may include the needs of the end user in the award criteria - often referred to as 'user choice' and may allow a direct award where:

(a) an individual has expressed a preference as to who should supply the services, and
(b) the Council considers that it is in the best interests of the individual receiving the services, and
(c) approval has been obtained in line with the Waivers requirements set out in Rule 3.2 below.

2.20.2. The requirement to publish a Transparency Notice does not apply to direct awards for user choice contracts.

2.20.3. Minimum procurement timescales for Light Touch Contracts are not mandated.

2.20.4. There is no maximum term specified for a framework that is a Light Touch Contract.

2.20.5. There is no mandatory requirement for a standstill period (though a voluntary standstill period may be applied).

2.20.6. There is no requirement to set, assess and publish KPIs.

2.20.7. There is no requirement to publish a Contract Performance Notice.

2.20.8. There are increased flexibilities for modifications made to Light Touch Contracts during their term (see CPR 3.6).

2.20.9. There is no requirement to publish a Contract Change Notice.

2.21. Every Social Care contract shall comply with the requirements of the National Framework for the Commissioning of Care and Support in Wales: Code of Practice and in particular the ten standards, or any updated statutory Code or Guidance as may be issued by Welsh Government from time to time.

3. EXEMPTIONS, WAIVERS, MODIFICATIONS AND PURCHASING ARRANGEMENTS APPROVED BY THE CORPORATE PROCUREMENT MANAGER

Exemptions

3.1. The Contract Procedure Rules do not apply to the situations set out in Rules 3.1.1 to 3.1.7:

3.1.1. For the acquisition or disposal of land, buildings or any complete work, or of an interest in or right over any of them, unless the transaction involves entering into a development agreement which would require a procurement process.

3.1.2. In the case of professional arrangements in accordance with Schedule 2 of the Act between the Council's Solicitor and Counsel or external Solicitors. The Monitoring Officer will make arrangements to ensure that a record is kept of all such instructions or briefs together with a record of Counsel's/ Solicitors fees.

3.1.3. For the carrying out of security works where the publication of documents in accordance with the tendering procedure could prejudice the security of the work to be done, provided the method of tendering has been approved by the Cabinet.

3.1.4. Employment Contracts which make an individual a direct employee of the Council.

3.1.5. In an emergency situation in which injury or damage to persons or property is threatened in which case the Appropriate Chief Officer may take any necessary action but must report the circumstances and the action taken to the next meeting of the Cabinet.

3.1.6. In the case of Contracts for services entered into in pursuance of powers under the National Health Service and Community Care Act 1990, the Children Act 1989, Children's (Leaving Care) Act 2000 and Social Services and Wellbeing (Wales) Act 2014 for the benefit of an individual client, the Corporate Director Social Services and Wellbeing, insofar as it is consistent with the law, will make appropriate arrangements for provision.

Waivers

3.2. Waiver from obtaining quotations or tendering will only apply to the criteria listed in Rules 3.2.1 to 3.2.13 below and any waiver must be obtained, either:

(a) in respect of any new Contract from the Cabinet where the value of the Contract exceeds £,1,000,000; or

(b) in respect of any new Contract in accordance with the Council's Scheme of Delegation of Functions where the value of the Contract does not exceed £1,000,000.

3.2.1 Where no suitable quotes or tenders have been received in response to the Council's procedure for obtaining competitive offers and the Council considers that the award of a contract via that competitive tendering procedure is not possible in the circumstances. This is to include the open procedure, or the competitive flexible procedure where procurement falls within the scope of the Act. In these circumstances, a Contract cannot be awarded to an Excluded Supplier

3.2.2 The Contract concerns the production of a prototype, or supply of other novel goods or services, for the purposes stated in the Act.

3.2.3 The Contract can be provided only by a particular supplier for any of the following reasons:

(a) the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance,
(b) competition is absent for technical reasons,
(c) the protection of exclusive rights, including intellectual property rights,

but only, in the case of paragraphs (b) and (c), where no reasonable alternative exist and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement.

3.2.4 Extreme and unavoidable urgency brought about by events unforeseeable and not caused by any act or omission of the Council and in accordance with the strict conditions contained in the Act.

3.2.5 New works / services, constituting a repetition of existing works/services and ordered in accordance with the strict conditions contained in the Act, subject to approval in accordance with Rule 3.5

3.2.6 For supplies quoted and purchased on a commodity market.

3.2.7 For the purchase of supplies on particularly advantageous terms from a supplier which is undergoing insolvency proceedings as defined by the Act.

3.2.8 Where a tendering procedure is prescribed by legislation.

3.2.9 Contracts which can only be performed by a statutory undertaker.

3.2.10 Where goods, services and works are procured by another public body on behalf of the Council or through collaborative arrangements awarded via the National Procurement Service or the Regional Delivery Group or by the Council through a Contract properly let by another such organisation, then those organisations Procurement / Contract Procedure Rules will apply subject to compliance with all Legal Requirements.

3.2.11 Strictly in compliance with emergency regulations issued by the UK or Welsh Government under section 42 of the Act which are necessary to—

(a)protect human, animal or plant life or health, or
(b)protect public order or safety.

3.2.12 Where the Council has been allocated grant funding and:

(a) the grant conditions required spend of the grant in too short a time period to procure a Contractor in accordance with the procedural requirements set out in these Contract Procedure Rules,
(b) there has been no opportunity to commence the procurement prior to the grant award, and
(c) the spend is below the applicable Threshold amount.

Evidence of the grant application process timeline and basis for urgency will be required to support the approval of any waiver. Where funding conditions provide for the potential of grant funding claw back the prior approval of the Chief Finance Officer must be sought.

3.2.13 Where the Contract is for Light Touch services that are supplied for the benefit of a particular individual and in respect of which the Council would, in awarding a contract for their supply, be required under an enactment to have regard to the views of the individual, or a person providing care to the individual (their "carer"), in relation to who should supply the services, provided that:

(a) 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

(b) the Council considers that it is not in the best interests of the individual to award the contract following a competitive tendering procedure.

3.2.14 Where the Contract is between entities within the public sector as prescribed in Schedule 2 of the Act, including those Contracts where Schedule 2 would be applicable if the Contract Value was not below Threshold.

Modifications to existing Contracts and Framework Agreements

3.3. Contracts and Frameworks Agreements may be modified without the requirement for a new procurement procedure in accordance with Rules 3.3.1 to Rules 3.3.7:

3.3.1. Where the modifications to a Contract or Framework Agreement have been provided for in the contract as awarded and the tender or transparency notice for the award of that contract provided that such modifications would not change the overall nature of the Contract or the Framework Agreement;

3.3.2. Where the modifications to a Contract or Framework Agreement provides for the supply of goods, services or works in addition to the goods, services or works already provided for in the Contract, and where a change of Contractor:

(a) would result in the supply of goods, services or works that are different from, or incompatible with, those already provided for in the Contract, and

(b) it is considered that the difference or incompatibility would result in disproportionate technical difficulties in operation or maintenance or other significant inconvenience, and,

(c) the substantial duplication of costs for the Council;

provided that any increase in price does not exceed 50% of the value of the original Contract;

For the purpose of the calculation of the price the updated figure shall be the reference figure when the Contract includes an indexation clause.

3.3.3. Where all of the following conditions are fulfilled:

(a) the circumstances giving rise to the modification could not reasonably have been foreseen before the award of the Contract;

(b) the modification does not alter the overall nature of the Contract;

(c) the modification would not increase the estimated value of the Contract by more than 50 per cent.

For the purpose of the calculation of the price the updated figure shall be the reference figure when the Contract includes an indexation clause.

3.3.4. Where the Council agrees to a novation or assignment of the Contract to a new supplier that is not an excluded supplier following a corporate restructuring or similar circumstance.

3.3.5. Where the modification is not a substantial modification. A modification shall be considered substantial where one or more of the following conditions is met:

(a) the modification increases or decreases the term of the contract by more than 10% of the maximum term provided for on award, or

(b) the modification materially changes the scope of the contract; or

(c) the modification materially changes the economic balance of the Contract or the Framework Agreement in favour of the Contractor;

A reference to a modification changing the scope of a Contract is a reference to a modification providing for the supply of goods, services or works of a kind not already provided for in the contract.

3.3.6. Where the modification is a 'below-threshold modification'. A modification is considered to be 'below-threshold modification' if:

(a) the modification would not itself increase or decrease the estimated value of the Contract by more than 10% for service and supply Contracts and 15% for works Contracts, and

(b) the aggregated value of below-threshold modifications would be less than the Threshold amount for the type of Contract, and

(c) the modification would not materially change the scope of the Contract.

For the purposes of CPR 3.3.6 (b), where several successive modifications are made, the 'aggregated value of below-threshold modifications' is the amount of the estimated value of the contract after modification that is attributable to below-threshold modifications.

A reference to a modification changing the scope of a Contract is a reference to a modification providing for the supply of goods, services or works of a kind not already provided for in the contract.

3.3.7. Where the Council considers that a known risk has materialised that was not caused by any act or omission of the Council or the Contractor and:

(a) because of that fact, the Contract cannot be performed to the satisfaction of the Council, and

(b) the modification goes no further than necessary to remedy that fact, and

(c) awarding a further contract (instead of modifying the contract) would not be in the public interest in the circumstances, and

(d) the modification would not increase the estimated value of the Contract by more than 50 per cent, ignoring, for the purpose of estimating the value of the Contract, the fact that the risk has materialised.

For the purposes of CPR 3.3.7, a "known risk" means a risk that the Council considers:

(i) could jeopardise the satisfactory performance of the Contract, but

(ii) because of its nature, could not be addressed in the Contract as awarded, and

(iii) was identified in the tender or transparency notice for award of the Contract, by reference to the matters set out in sub-paragraphs 3.3.7(a) to (d) above.

In considering whether awarding a new contract would be in the public interest, the Council:

(1) must consider whether a new contract could provide more value for money, and

(2) may consider technical and operational matters.

3.4. Where several successive modifications are made:

3.4.1. the limitations imposed by the proviso at the end of Rule 3.3.2 and by Rule 3.3.3(c) shall apply to the value of each modification; and

3.4.2. such successive modifications shall not be aimed at circumventing the Act.

3.5. Before modifying an above Threshold Contract or when a modification will take the Contract Value above the Threshold, the Council must publish a Contract Change Notice in accordance with Section 75 of the Act, except where:

3.5.1. The modification increases or decreases the estimated value of the contract in the case of goods/services by less than 10% or in the case of works by less than 15%, or

3.5.2. The modification increases or decreases the term of the contract by less than 10%.

Such notice shall contain the information set out in Regulation 40 of the Regulations.

3.6. Light Touch Contracts may be modified without reference to the conditions set out in 3.1 to 3.5, subject to the necessary approvals set out in CPR 3.7.

3.6A These Contract Procedure Rules reflect the requirements of the Act and Regulations and will be applicable for all relevant procurements commenced after the Act came into effect on 24th February 2025. Contracts procured before 24th February 2025 remain regulated by the Public Contracts Regulations 2015. Subject to the prior approval of the Monitoring Officer an existing contract procured under the Public Contracts Regulations 2015 may be modified in accordance with the regulatory safe harbours available under regulation 72 of the Public Contracts Regulations 2015**.**

3.7. Approval to any modification of an existing Contract or Framework Agreement must be obtained, either:

3.7.1. from the Cabinet where the value of the modification of a Contract or Framework Agreement exceeds £1,000,000.; or

3.7.2. in accordance with the Council's Scheme of Delegation of Functions where the value of the modification of a Contract or Framework Agreement does not exceed £1,000,000.

save that for modifications made in accordance with 3.3.1 and 3.3.4 approval may be obtained in accordance with the Council's Scheme of Delegation of Functions irrespective of the value of the modification.

Notification of Waiver and Modification

3.8. If the Appropriate Chief Officer is seeking approval from the Cabinet of a waiver from the Council's Contract Procedure Rules under Rule 3.2 or a modification to an existing Contract or Framework Agreement under Rule 3.3, the report to the Cabinet shall set out the reason for requiring the waiver or modification and the Contract Procedure Rule(s) from which the waiver or modification is required. The report shall include a legal and financial statement and shall highlight any future commitments (whether or not of a financial character) which the proposed Contract might entail.

3.9. Where the value of any waiver or modification does not exceed £1,000,000, the reasons for requiring the waiver or modification must be approved by the Corporate Procurement Manager, and recorded in accordance with the Scheme of Delegation of Functions.

3.10. Where a waiver is sought by the Appropriate Chief Officer in respect of obtaining quotations or tendering, the report to the Cabinet or record of the decision under the Council's Scheme of Delegation of Functions shall in addition to the requirements of Rules 3.8 and 3.9 justify the use of an alternative method of selection so that propriety, value for money and compliance with Legal Requirements can be demonstrated.

Purchasing Arrangements approved by the Corporate Procurement Manager

3.11. Purchasing arrangements made for the Council by the Corporate Procurement Manager do not constitute exceptions as such, because they are made under the full provisions of these Rules.

3.12. Correct use of these arrangements, as advised by the Corporate Procurement Manager will be sufficient to ensure officers meet their responsibilities for compliance. Such arrangements are mandatory and include, but are not limited to:

3.12.1. Purchasing Frameworks or Dynamic Markets endorsed for use by the Council, where items are specified and costed and the option of a Direct Award has been provided for .i.e., no requirement to undertake a further mini competition.

3.12.2. Collaborative procurement arrangements undertaken by, or in consultation with the Corporate Procurement Manager.

3.12.3. Electronic systems and catalogues endorsed for use by the Council in procurement.

3.13. The Appropriate Chief Officer must ascertain whether there is a Framework Agreement or Dynamic Market approved by the Corporate Procurement Manager for use by the Council.

Where a Framework Agreement or Dynamic Market is available, it must be used in accordance with the guidance provided by the Corporate Procurement Manager.

3.14. Any joint procurement arrangements with other local authorities and or public sector bodies including membership or use of any consortia must be approved by the Corporate Procurement Manager.

3.15. Different legislation applies to Framework Agreements and Dynamic Markets set up by English contracting authorities (e.g Crown Commercial Services, ESPO, YPO). For example, Dynamic Markets set up by English contracting authorities cannot be used for below-threshold procurements.

3.16. Established Framework, Dynamic Market and consortia arrangements endorsed by the Corporate Procurement Manager for use by the Council shall be mandatory except where there is an applicable waiver or exemption, a copy of which shall be sent to the Corporate Procurement Manager.

3.17. Contracts to be awarded on the basis of a Framework Agreement or Dynamic Market must be in conformity with the Act. Where it is necessary to run a further mini competition, any subsequent mini-competition must be in accordance with the terms of the original Framework Agreement (except for the requirement to advertise and those stages in the procurement that are not applicable to a framework).

4. DELEGATED AUTHORITY TO ENTER INTO CONTRACTS

4.1. Each Chief Officer has been allocated the following functions under Scheme B2 of the Council's Scheme of Delegation of Functions (Functions delegated to Chief Officers without consultation and call-in) which shall be exercised where any proposed Contract administered by their Directorate/Office has an estimated value not exceeding £5,000,000.00:

(a) To authorise the invitation of tenders;

(b) To accept the Most Advantageous Tender received and enter into a Contract and any further deeds and documents which are supplemental to the Contract.

4.2. Each Cabinet Member has been allocated the following functions under Scheme A of the Council's Scheme of Delegation of Functions (Cabinet Functions delegated to Individual Cabinet Members) which shall be exercised where any proposed Contract falling within the Cabinet Member's portfolio has an estimated value exceeding £5,000,000.00 but not exceeding £10,000,000.00:

(a) To authorise the invitation of tenders;

(b) To accept the Most Advantageous Tender received and enter into a Contract and any further deeds and documents which are supplemental to the Contract.

4.3. Where the estimated value of any proposed Contract exceeds £10,000,000.00, the authority to do any of the following shall be sought from the Cabinet:

(a) To authorise the invitation of tenders;

(b) To accept the Most Advantageous Tender received and enter into a Contract and any further deeds and documents which are supplemental to the Contract.

5. CONFLICTS OF INTEREST

5.1. No member, employee or agent of the Council shall improperly use their position to obtain any personal or private benefit from any procurement entered into by the Council.

5.2. Members and employees of the Council shall comply with the requirements of Section 117 of the Local Government Act 1972, the Bribery Act 2010, and the Officers and Members code of conduct set out in the Constitution in respect of the declaration of interests in Contracts with the Council.

5.3. Such interests must be declared to the Monitoring Officer for inclusion in the appropriate registers.

5.4. Officers must complete a conflict of interests assessment form and declaration of interest form to identify any current or potential conflicts of interest, prior to participating in any tender exercise. Officers must keep their position regarding conflicts of interest under review throughout the process and update the form as necessary. A copy of the form can be found on the Corporate Procurement Page.

6. TRANSPARENCY REQUIREMENTS

6.1. Officers must comply with the transparency requirements of the Act in terms of notices which must be published on Sell2Wales. Officers must be suitably trained before they may publish any notices. A summary is set out below:

(i) Planning and pre-tender market engagement

Pipeline Notice – The Council's level of annual spend means that it must publish information on planned procurements in the coming financial year where the estimated contract value exceeds £2 million. This notice must be published 56 days prior to the start of the new financial year. Officers must provide colleagues in the procurement section with details of all new contracts with an estimated contract value of more than £2m which are planned for procurement within 18 months from the first day of the relevant financial year within the timescales to ensure compliance with this obligation.

Planned Procurement Notice - An optional notice to raise awareness of a specific opportunity and signpost to further information.

Preliminary Market Engagement Notice – Must be published if officers carry out preliminary market engagement.

(ii) Procurement

Tender Notice – Must be published to commence an above-threshold competitive procurement and invite tenders.

Transparency Notice – Must be published when officers intend to make a Direct Award (as defined in the Act) and before making any such award (except for Light Touch user choice Contracts).

Below-Threshold Tender Notice – This must be published prior to advertising a 'notifiable' below-threshold contract elsewhere.

Procurement Termination Notice – Must be published if the Council decides not to award a contract after publishing a tender or transparency notice.

(iii) Contract award

Assessment Summaries – Must be provided to each bidder who submitted a tender, at the end of the evaluation process.

Contract Award Notice – Must be published when the Council intends to award a Contract but can only be published after the Assessment Summaries have been issued to all bidders.

Contract Details Notice – Must be published within 30 days of the Contract Award notice (or 120 days in the case of Light Touch Contracts).

Below-Threshold Contract Details Notice - As above, but for notifiable below-threshold awards, and published as soon as is reasonably practicable after entering the contract.

(iv) Contract Management

Contract Change Notice – Must be published before a change is made to an existing contract that is above the prescribed value or contract duration thresholds set out in the Act. The notice must describe the nature of the change, the impact on the contract and reasons for it being permitted under the Act.

Payments Compliance Notice – Must be published by the Council every six months, the notice sets out details of compliance with the requirement under the Act to pay suppliers within 30 days of receipt of an undisputed invoice.

Contract Performance Notice – Where the Contract value exceeds £5 million, the Council must include at least three KPIs within the Contract, monitor the supplier's performance against them and publish a notice on an annual basis.

Contract Termination Notice – Must be published within 30 days of a Contract expiring or terminating for any reason.

7. SELECTIVE TENDERING, INVITATION OF TENDERS AND QUOTATIONS

7.1. Subject to any overriding Legal Requirements, all procurements shall be invited in accordance with the competitive procedures set out in these Contract Procedure Rules.

7.2. The appropriate service budget holder shall prepare the relevant part of the Commissioning Form for all invitations to tender and quotations and submit that to the Corporate Procurement Manager for approval.

7.3. A record of tenders and quotations shall be maintained by the Monitoring Officer on the Corporate Contracts Register.

7.4. In the case of procurements that are required to be undertaken in accordance with the Act, the advice of the Corporate Procurement Manager must be sought at the outset and at all subsequent stages of the procurement process, and the Commissioning Form must be completed. The Act will take precedence over the Contract Procedure Rules.

7.5. The value of a procurement means the estimated total amount that the Council would expect to pay over its full duration. All material facts at the time of estimating the value must be taken

into account, including any extension options and where applicable, the following considerations:

7.5.1. amounts already paid;

7.5.2. the value of any goods, services or works provided by the Council under the contract other than for payment;

7.5.3. the value of any option to supply additional goods, services or works;

7.5.4. any premiums, fees, commissions or interest that could be payable under the contract;

7.5.5. any prizes or payments that could be payable to participants in the procurement.

No procurement may be artificially split to avoid compliance with these Contract Procedure Rules and Legal Requirements. This Rule shall, however, not be construed as to avoid the requirements relating to "lots" under the Act.

7.6. For works Contracts all Contractors must be registered and verified on Constructionline. Constructionline show the Contractors and categories which have been pre-assessed with a recommended contract value. The recommended contract value is based on a financial risk assessment and is the maximum limit of work that must be placed with a Contractor without additional safeguards.

7.7. The basis of selection for companies on Constructionline shall be by way of rotation and/or the suitability of Contractors to undertake the project. Reasons for such choice must be recorded

Quotations

7.8. The invitation to submit quotations must include the specification, terms and conditions and evaluation criteria/weightings.

7.9. A reasonable time must be allowed for Contractors to return bids. Unless otherwise dictated by urgency, a minimum time period of not less than 14 days must be allowed for the return of quotations.

7.10. In accordance with the requirements of the Scheme of Delegation of Functions a record shall be kept by the Appropriate Chief Officer in the prescribed form. In any case in which at least three alternative written offers or quotations were not obtained, the Appropriate Chief Officer shall record the reasons why it was considered impracticable to do so. This should then be recorded on the Corporate Contracts Register.

Tenders

7.11. All of the invitation to tender documentation, including specification, evaluation criteria/weightings, must be approved by the Corporate Procurement Manager.

7.12. A minimum time period of not less than 14 days must be allowed for the return of tenders, except where the tender is subject to the Act in which case the time periods specified in the Act are applicable.

7.13. The Welsh Government approved approach as standard to Supplier selection must be applied and followed.

7.14. All tenders must be conducted transparently, fairly and in a non-discriminatory manner, in accordance with the following objectives:

7.14.1. delivering value for money;
7.14.2. maximising public benefit;
7.14.3. sharing information for the purpose of allowing suppliers and others to understand the authority's procurement policies and decisions;
7.14.4. acting, and being seen to act, with integrity.

8. THRESHOLDS AND ADVERTISING REQUIREMENTS

8.1. The following procedural requirements must be applied for all Contracts within the applicable threshold unless any grant funding conditions dictate otherwise. If the minimum number of businesses required for quotations cannot be identified the Corporate Procurement Unit will put an advertisement on Sell2Wales for the requirement. All quotes and tenders must be conducted electronically. The thresholds below do not apply to procurement through existing Framework Agreements endorsed for use by the Council.

8.2. Thresholds for all goods & services Contracts (except works Contracts) and advertising requirements are as follows and are set out in the Summary of Advertising (a copy of which can be found on the Corporate Procurement Page):

8.2.1. Up to £30,000 it is necessary to demonstrate that value for money is being achieved but no set procedural requirements apply.

8.2.2. Over £30,000 to £100,000 a minimum of two quotes to be requested from businesses preferably registered on Sell2Wales.

8.2.3. Over £100,000 to Threshold level a minimum of three to be requested from businesses preferably registered on Sell2Wales.

8.2.4. Above Threshold, requirements must be tendered and advertised on Sell2Wales in accordance with Legal Requirements and with such other advertising as directed by the Corporate Procurement Manager.

8.3. Thresholds for works Contracts and advertising requirements are as follows and are set out in the Summary of Advertising (a copy of which can be found on the Corporate Procurement Page):

8.3.1. Contract Up to £30,000 it is necessary to demonstrate that value for money is being achieved using contractors with Safety Schemes in Procurement (SSIP) accreditation and registered and verified to a bronze level on Constructionline but no other set procedural requirements apply.

8.3.2. Over £30,000 to £250,000 a minimum of two quotes to be requested from businesses with Safety Schemes in Procurement (SSIP) accreditation and registered and verified to a bronze level on Constructionline.

8.3.3. Over £250,000 to £1,000,000 a minimum of three quotes to be requested from businesses with Safety Schemes in Procurement (SSIP) accreditation and registered and verified to a bronze level on Constructionline.

8.3.4. Over £1,000,000 to Threshold level requirements must be tendered and advertised on Sell2Wales in accordance with such other advertising as directed by the Corporate Procurement Manager.

8.3.5. Above Threshold, requirements must be tendered and advertised on Find a Tender in accordance with Legal Requirements and with such other advertising as directed by the Corporate Procurement Manager.

8.4. Thresholds for Light Touch Contracts and advertising requirements are as follows and are set out in the Summary of Advertising (a copy of which can be found on the Corporate Procurement Page):

8.4.1. Up to £30,000 it is necessary to demonstrate that value for money is being achieved but no set procedural requirements apply.

8.4.2. Over £30,000 to £250,000 a minimum of two quotes to be requested from businesses preferably registered on Sell2Wales.

8.4.3. Over £250,000 a minimum of three quotes to be requested from businesses preferably registered on Sell2Wales.

8.4.4. Above Threshold, requirements must be tendered and advertised on Find a Tender in accordance with Legal Requirements and with such other advertising as directed by the Corporate Procurement Manager.

8.5. Regulated Below Threshold Contracts

8.5.1. Contracts which are above £30,000 and which are not concession, utilities or exempted Contracts are known as Regulated Below Threshold Contracts and the following requirements apply:

(a) The Council must consider whether there are any particular barriers to competition for small and medium-sized enterprises and whether any such barriers can be removed or reduced. This requirement does not apply to an award from a Framework Agreement.

(b) If the Council is going to advertise the opportunity, it must place a Below Threshold Tender Notice on Sell2Wales before advertising or inviting tenders by other means. All tenders must be conducted electronically.

(c) A Contract Details Notice must be published on Sell2Wales as soon as reasonably practicable after entering the Contract.

8.6. Additional Advertising

8.6.1. Where it is considered appropriate to use additional advertising e.g. specialist requirements, they should be placed in one or more of the following:

(a) A local newspaper.
(b) Trade Journal.

8.6.2. Where additional advertisements have been placed as outlined in Rule 8.6.1 the advertisement shall:

(a) Specify details of the Contract into which the Council wishes to enter.

(b) Invite persons or bodies interested to apply for permission to tender.
(c) Specify a time limit of not less than 14 days within which such applications or tenders are to be received by the Council, except where legislation or funding conditions dictates a different time period. Indicate the criteria and weighting to be used to select Tenderer and award the Contract, unless this is specified in the ITT.

9. PRELIMINARY MARKET ENGAGEMENT

9.1. The Council may conduct market consultation prior to seeking quotations or the issue of any tender. This may involve seeking or accepting advice from the market. This advice can be used in the planning and conducting of the procurement process as long as suppliers participating in the market engagement are not put at an unfair advantage and it does not distort competition. If the Council does conduct market consultation for above Threshold Contracts, it must publish a preliminary market engagement notice in accordance with the Act or provide reasons for not doing so in the tender notice.

10. PROCUREMENT BY CONSULTANTS

10.1. Where the Council uses consultants to act on its behalf in relation to any procurement, then the Appropriate Chief Officer shall ensure that the consultants carry out any procurement in accordance with these Contract Procedure Rules.

10.2. All decisions must be made in accordance with the Council's Scheme of Delegation of Functions.

10.3. No consultant shall make any decision on whether to award a Contract or who a Contract should be awarded to. The Appropriate Chief Officer shall ensure that the consultant's performance in relation to procurement is in accordance with these Contract Procedure Rules and legislation.

10.4. Where the Council uses consultants to act on its behalf in relation to any procurement the consultant must declare any potential conflict of interest that may arise to the relevant Appropriate Chief Officer prior to the commencement of the procurement process or at such time that the Contractor becomes aware of such a potential conflict of interest.

10.5. Where the Appropriate Chief Officer considers that such a conflict of interest is significant the consultant shall not be allowed to participate in the procurement process.

11. OTHER PROCUREMENT PROCEDURES

11.1. The use of reserved, concessionary contracts and dynamic markets may only be used following consultation and prior approval by the Corporate Procurement Manager.

12. NAMING PRODUCTS SUB-CONTRACTORS AND SUPPLIERS

12.1. The principle of non-discriminatory and equal treatment is undermined by the naming by the Council of products, Suppliers or sub-Contractors. Equivalents are nearly always able to be specified and will be advertised with the wording "or equivalent" where possible.

12.2. Where the Council has determined that a particular type of product or provision of service will be stipulated as an essential requirement of a Contract then this must be approved by the Appropriate Chief Officer following consultation with the Corporate Procurement Manager.

12.3. Main contractors must notify the Council of the name, contact details and legal representatives of its sub-contractors in so far as known at the time. This should take place after the award of the contract or, at the very latest, when the performance of the contract commences.

12.4. The Council may verify whether there are grounds for exclusion of sub-contractors, and must require the main contractor to replace a sub-contractor if there are mandatory grounds for exclusion and may require replacement (Section 28 of the Act).

12.5. Where the Council requires sub-contracting, or where a supplier has indicated to the council that they intend to sub-contract, then the sub-contractor must meet the conditions of participation of the procurement, and the supplier must enter into a legally binding agreement with the proposed sub-contractor. If it doesn't, the Council may choose not to enter into contract with the supplier, require them to enter into a sub-contracting arrangement with another supplier or terminate the contract if it has already been awarded. Where sub-contractors will be used, the contract should include a clause expressly requiring the main contractor to ensure sub-contractors receive payment within 30 days of presenting a valid invoice.

13. COMMUNICATION WITH BIDDERS

13.1. All correspondence between the Council and bidders must be concluded via the approved portal to maintain a defined audit trail. Under no circumstances may email correspondence outside the portal be used. Any verbal communication specific to the quote or tender must only be communicated through the relevant category specialist and must be confirmed via the portal. All clarification questions must be broadcast to all prospective bidders, where applicable i.e. not commercially sensitive.

13.2. The requirements for the submissions of bids must be set out in the Invitation to Tender (ITT) document issued to bidders via the portal. This will specify the return date and time, which will normally be 12 noon on the agreed date. The time and date when bidders upload their completed documents onto the system is recorded and forms part of an audit record.

13.3. Any late bids submitted will be recorded by the system and must be disqualified. A report will be required from the system administrator of the portal that there has been no system malfunction if a bidder challenges the disqualification.

13.4. Tenders must be opened electronically in accordance with Rule 15.

14. SUBMISSION AND CUSTODY OF TENDERS AND QUOTATIONS

14.1. Where tenders are invited in accordance with these Contract Procedure Rules or otherwise as determined by the Cabinet, the requirements for submission of tenders shall be set out in the invitation to tender document.

14.2. Electronic tenders and quotes are held in the approved portal and are inaccessible until the specified closing date and time.

15. OPENING OF ELECTRONIC TENDERS

15.1. Quotations or tenders for requirements having an estimated value or amount exceeding £30,000 and not exceeding £100,000 shall be opened via the approved portal at the same

time in the presence of one officer from the corporate procurement team, this is to include the technical and commercial envelope.

15.2. Tenders for Contracts having an estimated value or amount over £100,000 and not exceeding £1,000,000 shall be opened at the same time in the presence of two officers, one designated by the Monitoring Officer and the other an officer from the corporate procurement team, this is to include the technical and commercial envelope.

15.3. Tenders for Contracts having an estimated value or amount exceeding £1,000,000 shall be opened at the same time in the presence of the Monitoring Officer or their nominated representative and two further officers usually an officer from Democratic Services and an officer from the corporate procurement team.

15.4. All tenders opened in accordance with this Rule 15 shall include the Technical and Commercial envelope within the approved portal.

15.5. A record shall be kept of all tenders and quotations received through the approved portal approved by the Monitoring Officer, including any reasons for disqualification.

16. AMENDMENT OF TENDERS

16.1. If an error is identified in the invitation to tender documentation before the closing date for the return of tenders, all tenderers shall be appraised of the error and invited to adjust their tenders.

16.2. If an error in the invitation to tender documentation is identified after the closing date for the return of tenders, but prior to opening of tenders, all tenderers shall be given details of the error and afforded the opportunity of withdrawing the tender or submitting an amended tender.

16.3. Except as provided in this Rule 16, a tender may not be amended by the tenderer after it has been received unless examination of it reveals errors or discrepancies which would affect the tender figure in an otherwise successful tender, in which case:

16.3.1. If the error is not arithmetical the tenderer shall be given details of the error(s) and shall be given the opportunity of confirming without amendment or withdrawing the tender, or

16.3.2. If the error is arithmetical the Appropriate Chief Officer shall correct the error(s) provided that, apart from these genuine arithmetic error(s), no other adjustment revision or qualification is permitted.

17. POST-TENDER NEGOTIATION AND CLARIFICATION

17.1. Where procurement is conducted pursuant to the Act through either the open or competitive flexible procedure, no post-tender negotiations are permitted. Any negotiation in respect of the competitive procedure with negotiation must comply with the requirements of the Act.

17.2. The responsible officer may seek clarification from tenderers where appropriate following consultation with the Corporate Procurement Manager.

17.3. Where procurements do not exceed Threshold the Appropriate Chief Officer may authorise negotiations in exceptional circumstances, following the opening of tenders and before acceptance, subject to compliance with any Legal Requirements, and only when:

17.3.1. Amendments have been made to any relevant specification since the invitation of tenders, which could not have been foreseen at the invitation stage, or

17.3.2. The volume of goods, works or services required by the Council has substantially increased or decreased since the invitation of tenders, or

17.3.3. Only one tender has been received, or

17.3.4. Tender prices exceed financial targets predetermined by the Council, the Cabinet or the appropriate Committee,

in all instances, the possibility of such negotiations must have been indicated in the invitation to tender.

17.4. Negotiations shall be conducted in a manner which treats all tenderers equally and is non-discriminatory and transparent at all times during the procurement process, and a full record of the negotiations shall be made by the Appropriate Chief Officer which shall include the names of the officers involved, minutes of all meetings and copies of all relevant correspondence and other documents.

18. EVALUATION OF TENDERS

18.1. The Appropriate Chief Officer shall examine tenders in accordance with predetermined evaluation criteria.

18.2. In respect of all tenders the tender criteria shall be Most Advantageous Tender (which can be the lowest/highest price only where appropriate) and the evaluation criteria shall as a minimum be listed in the invitation to tender documentation in order of importance. Any particular scoring or weighting attributable to any criteria and sub-criteria must be clearly stated. In addition, the criteria must be strictly observed and remain unchanged at all times throughout the Contract award procedure.

18.3. Tenders must be checked for compliance with the exclusion grounds set out in the Act, depending on the tenderers, connected persons and named sub-contractors must also be checked against the central debarment list. If the name appears, advice should be sought from procurement colleagues as to any further action required.

19. ACCEPTANCE AND AWARD OF TENDERS

19.1. A Contract shall only be awarded subject to the tender evaluation criteria specified in the invitation to tender document.

19.2. Tenders for Contracts having an estimated value exceeding £5,000,000 may be invited and accepted only by the Cabinet unless the power to do so has been specifically allocated or delegated to a Cabinet Member or Appropriate Chief Officer.

19.3. No tender relating to a Contract to which Sections 2 to 9 of the Local Government (Contracts) Act 1997 apply, shall be accepted without the approval of the Monitoring Officer.

19.4. Before a tender is accepted other than for the sale of goods the Appropriate Chief Officer must obtain the Chief Finance Officer's confirmation that the tenderer's financial standing is satisfactory, unless the tenderer has already been approved using the prequalification of the tender process.

19.5. The award of any Contract shall be in accordance with the Act and any other Legal Requirements.

19.6. If the award of any Contract is subject to the Act then there shall be a standstill period of at least eight working days between the publication of the Contract Award Notice and the entering into of that Contract.

19.7. The Contract Award Notice issued as part of a tender process under the Act must not be issued prior to approval of award in accordance with the Council's constitution.

19.8. Feedback to unsuccessful tenderers must be included in Assessment Summaries and must include the characteristics and relative advantages of the tender selected.

19.9. Where a tender above Threshold has been tendered and advertised on Sell2Wales, the Council shall publish a Contract Award Notice on Sell2Wales which will follow the issue of the Assessment Summaries to all bidders who submitted a tender. Publication of the Contract Award Notice will trigger the standstill period.

19.10. All correspondence notifying evaluation outcomes must be communicated through the approved portal.

20. LETTERS OF INTENT

20.1. Letters of intent shall only be used with the agreement of the Monitoring Officer and only in exceptional circumstances.

20.2. Where the terms and conditions of the Contract are not fully agreed no Contractor shall be allowed on site to begin preliminary works until a full risk assessment has been carried out by the Appropriate Chief Officer as to possible implications to the Council of the Contractor being allowed to start on site before the Contract terms and conditions have been finalised.

21. EXECUTION OF CONTRACTS

21.1. Every Contract not exceeding £500,000 in amount or value shall be in writing in a form approved by the Monitoring Officer such form being the Form of Tender. However the Form of Tender should not be used in the following situations and a formal Contract must be entered into:

21.1.1. where the appropriate Chief Officer has assessed the level of risk associated with the Contract including the potential for challenge or latent defects and deems the level of risk to be high,

21.1.2. where the Contract is being procured through a Framework or Dynamic Market and the applicable call off procedure requires the use of another form of contract, or

21.1.3. where the Contract must be executed as a deed under seal.

21.2. The Form of Tender must be issued as part of the tender and must be signed and returned by the bidder. On contract award the signed Form of Tender must be issued with the award letter, signed by either the Appropriate Chief Officer or the Monitoring Officer, or another officer

authorised in writing to sign on behalf of the Appropriate Chief Officer or the Monitoring Officer. Both Parties are to keep a signed Form of Tender.

21.3. Every Contract, including Framework Agreement call off contacts, which exceeds £500,000 in amount or value, shall be referred to the Monitoring Officer to approve the form of contract prior to issuing invitations to tender.

21.4. Contracts in writing or official orders not executed as a deed under seal may be signed either by the Appropriate Chief Officer or by an officer in writing authorised to approve on behalf of the Appropriate Chief Officer.

21.5. Every Contract for Works (other than Framework Agreements) exceeding £1,000,000 shall require a performance bond and for Contracts below this limit the Appropriate Chief Officer shall determine the necessity for a Performance Bond based on an assessment of risk for that Contract. A Surety shall be approved by the Chief Finance Officer.

21.6. A risk assessment shall be conducted for all service Contracts to determine the necessity for a performance bond. The approval of the Chief Finance Officer is required where a performance bond is not deemed necessary for service Contracts in excess of £1,000,000 in value.

21.7. Contracts not exceeding £500,000 may be signed electronically except in the following situations:

21.7.1. where the appropriate Directorate has assessed the level of risk associated with the Contract and it deems the level of risk to be high; or

21.7.2. where the Contract must be executed as a deed under seal.

21.8. The use of electronic signature must be in accordance with the procedure set down by the Corporate Procurement Manager.

22. ASSIGNMENT AND NOVATION

22.1. Any Contract subject to potential assignment or novation must be referred to the Monitoring Officer at the earliest possible instance.

23. TERMINATION OF CONTRACTS

23.1. For any Contract, or part thereof, exceeding £100,000 in value, early termination shall be approved by the Appropriate Chief Officer in consultation with the Monitoring Officer and the Chief Finance Officer and must be in accordance with the termination provisions set out in the Contract. Contracts of a lesser value may be terminated early by agreement prior to the expiry date or in accordance with the termination provisions set out in the Contract.

23.2. Whenever an above Threshold Contract is terminated a Contract Termination Notice must be published within thirty (30) days of the termination date.

24. FINANCIAL LIMITS

24.1. With the exception of the financial limit specified in Rule 21, which may be varied only by the Council, the financial limits specified in these Contract Procedure Rules or any of them may

be varied at any time by the Monitoring Officer in consultation with the Chief Finance Officer, but any alterations shall be reported to the next meeting of the Council.

25. RECORD AND DOCUMENT RETENTION AND CONTROL

25.1. A full report of all Contracts awarded should be written and kept electronically (a checklist of what the report should contain can be found on the Corporate Procurement Page).

25.2. A full record of all documents used including the Delegated Power to invite and accept, any other internal approvals, should be scanned and uploaded into the approved portal or procurements 'o' drive against the specific Contract reference number.

25.3. All Contracts under seal i.e. Deeds (inc. Tenders) must be retained for a minimum of 12 years after the term of the Contract has expired. Contracts which have not been sealed must be retained for a minimum of 6 years after the term of the Contract has expired, unless a longer period is required by legislation or grant conditions.

25.4. Unsuccessful tender and pre-qualifying documents which have been accepted for tender purposes will be retained for a minimum period of 2 years after the start of the Contract within the approved portal.

25.5. Any tender which is rejected or disqualified at the time of opening will be notified via the approved portal.

25.6. All request for quotations must be retained for a minimum period of 2 years after the term of the Contract has expired.

25.7. Where Contracts are subject to the Act, they must also comply with the record, document retention and control requirements of the Act, including keeping records which are sufficient to explain any material decisions made for the purpose of awarding or entering into a Contract.

26. CONTRACT MANAGEMENT

26.1. The officer identified on the Commissioning Form will act as the Contract Manager and will be responsible for ensuring the obligations of these Rules and ensuring that all Legal Requirements are fulfilled. The Appropriate Chief Officer must ensure that the appointed Contract Manager has the appropriate skills, experience and training.

26.2. A Contract must not start until the Contract has been signed or sealed by both parties and dated without the prior approval of the Monitoring Officer. Contract Managers must allow time for this in their forward work plan.

26.3. Within ten calendar days of the start of the Contract, the Contract Manager must add the details of the Contract onto the Corporate Contracts Register and record all the required information within etenderwales. These details must be maintained and updated as and when required to do so. Contract Managers should contact the Corporate Procurement Manager if training is required.

26.4. Every above Threshold Contract with a total estimated value of more than £5m must include at least three key performance indicators (KPI's) (excluding Light Touch Contracts). These must be included in the Contract Details Notice.

26.5. The Contract Manager is responsible for:

26.5.1. Managing the Contract and ensuring that it is carried out in accordance with its terms and conditions.

26.5.2. Monitoring the Contractor's performance including where relevant, performance against KPI's and carrying out mid-Contract reviews to determine ongoing value for money.

26.5.3. Publishing a Contract Performance Notice where required, to report annual KPI scores for public contracts valued above £5m and poor supplier performance / breach of contract within 30 days of the event (not required for Light Touch Contracts).

26.5.4. Ensuring that the Contractor maintains the insurance policies required by the Contract.

26.5.5. Keeping a record of all payments, claims, monitoring, changes and certificates under the Contract.

26.6. The Contract Manager must consult the Monitoring Officer for consideration of the Council's legal position:

26.6.1. Before any Contract is to be terminated or suspended; or

26.6.2. In the event of a claim for payment not clearly within the terms and conditions of Contract.

26.7. Whenever an above Threshold Contract expires or is terminated, the Contract manager must publish a Contract Termination Notice within thirty (30) days of that expiry/termination.

27. CORPORATE CONTRACTS REGISTER

27.1. The Corporate Contracts Register is held within the approved portal and all quotations and tenders conducted must be created into a register entry. It is the responsibility of each Contract Manager to create and maintain their own Contracts within the portal.

27.2. It is the responsibility of each Contract Manager to update the register following a quotation or tender process within the approved portal.

27.3. Any officer that requires training must contact the Corporate Procurement Unit.

28. REVIEW AND AMENDMENT OF CONTRACT PROCEDURE RULES

28.1. The Corporate Procurement Manager shall continually review these Contract Procedure Rules and shall undertake a formal review at least every three years.

28.2. With the exception of Rule 24.1 the Monitoring Officer shall have authority to make alterations of a minor nature or such as are required to be enacted immediately to ensure compliance with statutory obligations. Any minor changes will be reported to the next meeting of the Council.