

CONTRACT PROCEDURE RULES

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CONTRACT PROCEDURE RULES

1. Introduction

- (1.1) These Contract Procedure Rules provide the basic rules for anyone making a contract for supply to the Council. They apply equally to contracts for the supply of goods, services, or works (or any type of consideration) to the Council, and to concessions contracts involving the Council. In making such contracts, the overriding obligation on everyone working on behalf of the Council is to obtain the best value for money for the Council.
- (1.2) These Contract Procedure Rules explain the minimum standards and base procedures that the Council expects to be applied by all staff responsible for buying goods, services or works (or any type of consideration), or making concessions contracts, on behalf of the Council. The detailed procedures that must be followed are set out more fully in the Council's Procurement Manual and associated Contract Management Guidance available on the Council [Intranet](#).
- (1.3) These Contract Procedure Rules govern the *contractual aspects* of buying goods, services or works (or any type of consideration) or making concessions contracts, on behalf of the Council, and outline the contractual delegations (authority to engage a third party) for Officers. They apply in conjunction with Financial Procedure Rules, which govern the *financial aspects* (authority to commit budgetary funds) of buying.

2. CPR Outputs

- (2.1) The main intended *outputs* from these Contract Procedure Rules are:
- (i) To help Officers to deliver best value for money at all times;
 - (ii) To manage corporate risk when dealing with third parties;
 - (iii) To clearly set out the accountability for procurement decisions

3. Principles

- (3.1) The Executive, Deputy and Assistant Directors [ED, DD & AD] have delegated authority to invite bids, and to “accept” tenders (i.e. approve the “award” of contracts resulting from tenders) for Council contracts under these Contract Procedure Rules, and to exercise any other functions ascribed to the ADs or Client Officers in these Contract Procedure Rules. This includes, where applicable, authorising (where permissible) the extension or variation of contracts as an officer with delegated authority.
- (3.2) EDs, DDs and ADs shall ensure that the procurement and commissioning of goods, services and works by their Officers adheres to:

- (i) UK and/or English Law;
 - (ii) The UK National Procurement Policy Statement (NPPS);
 - (iii) The Council's Constitution including these Contract Procedure Rules, Financial Regulations and Financial Procedure Rules;
 - (iv) The Council's Procurement Manual and Contract Management Guidance;
 - (v) Any conditions imposed by a Funding Body for spending funds or awarding contracts made available by that Body for a specific project or activity;
 - (vi) The Council's formal Decision-Making process.
- (3.3) For the avoidance of doubt, the relevant "UK and/or English Law" includes The Public Contracts Regulations (Utilities, Contract Regulations and Concessions Contract Regulations) that are currently enacted, The Public Services (Social Value) Act 2012, and The Modern Slavery Act 2015
- (3.4) The alignment of these Rules with applicable UK Law will be reviewed on an annual basis. If these Rules (or the Procurement Manual) conflict in any way at any time with the UK Law, the Law shall always take precedence, including the period during which these Rules are being updated.
- (3.5) Where the value of a procurement is below the thresholds specified by the Regulations the procurement must still be conducted in accordance with the Regulation principles of openness, transparency & non-discrimination.
- (3.6) Each Executive Director, Deputy Director and Assistant Director shall:
- (i) be accountable for all procurements undertaken by their service;
 - (ii) ensure that best value for money is evidenced and achieved in all procurements for their service area;
 - (iii) ensure that all procurements for their service area are conducted in an open, transparent, and non-discriminatory manner;
 - (iv) ensure that all procurements for their service area observe the National Procurement Policy Statement (NPPS) where that exists;
 - (v) ensure that during the earliest stages of planning any procurement for their service area, & where relevant, TUPE is considered;
 - (vi) assess the ability to join up spending/contracts across other service areas to secure efficiencies and value for money;
 - (vii) ensure that all contracts awarded by their service area are managed to deliver optimum performance and best value for money;
 - (viii) operate a Scheme of Sub-delegation for their service area;
 - (x) in conjunction with the AD for Procurement & Contracts, ensure that training on these Contract Procedure Rules and the Procurement Manual is provided to Budget Managers & Client Officers;

- (3.7) All procurement activity must comply with the principles of best value for money as set out in the Procurement Manual, and the relevant guiding themes of the Corporate Plan applicable at the time.

4. Scope of these Contract Procedure Rules

- (4.1) These Contract Procedure Rules do not apply to:

- (i) contracts of employment;
- (ii) contracts that relate solely to the purchase or acquisition of land;
- (iii) contracts awarded by schools that are outside the control of the Council (such as academies and foundation schools);
- (iv) the engagement of external solicitors/barristers for potential legal proceedings and urgent advice;
- (v) the allocation or disbursement of grant funding to third parties;
- (vi) contracts or agreements where the Council is the party providing the goods or services to, or undertaking works for, another body.

5. Compliance

- (5.1) Once the need for goods, services or works is determined, it is necessary to decide on a process by which they shall be acquired. These Contract Procedure Rules shall govern any such process, including quotations, tenders, and all aspects of frameworks and Dynamic Purchasing Systems.
- (5.2) Every contract subsequently made by or for the Council for the carrying out of works, or for the supply of goods, materials or services to the Council must comply with these Contract Procedure Rules.
- (5.3) Where the procurement of goods, services or works is taking place, or where any form of consideration is involved, for activity that is subject to Funding from an external Funding Body, any conditions imposed by the Funding Body shall take precedence over these Contract Procedure Rules (but never over the Regulations). Where the Funding conditions require greater rigour than these Contract Procedure Rules, and in the context of ensuring that the funding is secured, the Funding conditions shall be fully observed; where the Funding conditions are of less rigour than these Contract Procedure Rules, these Rules shall be fully observed.
- (5.4) Where tenders, quotes or bids have been invited by any consortium, collaboration or agency arrangement of which the Council is a member, and where the Contract Procedure Rules adopted by the lead agency (“the contracting authority”) differ from these Contract Procedure Rules, these Contract Procedure Rules shall take precedence, in particular where the Council is the contracting authority in such instances.

- (5.5) Any consultant appointed by the Council shall at all times comply with these Contract Procedure Rules where their roles requires an involvement in any contract for supply. The contract with any consultant must provide that all records maintained by the consultant in relation to a contract must be made available to the Council on request and handed over to the Council on completion of the assignment.
- (5.6) Where the Council wishes to appoint a consultant or “contractor” to undertake any procurement or contract related (as defined by these CPRs) activities, the RBC Procurement Hub must be consulted prior to the appointment of any such consultant or “contractor”
- (5.7) The Procurement Manual must be followed, and the associated Contract Management Guidance must be observed, as part of these rules.

ESTABLISHING A CONTRACT - PROCUREMENT OBLIGATIONS

6. Requirement for a nominated Client Officer and Contract Manager

- (6.1) From the outset, contract files should clearly record the identity of the officer undertaking the procurement (Client Officer) and the officer responsible for managing the subsequent contract (Contract Manager).
- (6.2) All contracts must be fully documented in a central contract file with a complete audit trail recording all communications and actions taken. This file must adhere to the records management [policy](#) of the Council and should be held by the Contract Manager.
- (6.3) Where a contract for the supply of goods, services or works, or any type of consideration, is to be made in respect of activity that is subject to external Funding, the Client Officer must ensure that the Funding conditions are observed throughout the process, and that an audit trail is maintained for examination by the Funding Body (or its representatives).

7. Authorisation to initiate a procurement

- (1) The Client Officer leading the procurement is responsible for ensuring and recording on the contract file that the relevant authority (Council, Committee or delegated Officer as appropriate) to proceed has been obtained and that there is sufficient budgetary provision in place for the procurement before proceeding.
- (2) Contracts with an estimated value of £500,000 per annum or over must be discussed with the relevant ED before proceeding. Agreement must be reached on the sourcing approach (tender, quotation, framework, etc.),

specification, evaluation criteria and scoring, in accordance with the procurement governance framework instigated by the AD of Procurement and Contracts, and the approval of the ED shall be secured on file.

8. Estimated Value of Contracts

- (8.1) An estimated value must be prepared and documented for every contract before starting the procurement process to confirm there is adequate budget provision, and to determine (in accordance with the Regulations) the appropriate form of tender, quotation or call off process to follow.
- (8.2) For contracts which continue over an indetermined number of years, the estimated value of the contract shall be taken to be the annual value multiplied the length of contract in years (inclusive of VAT), as this will allow the Client Officer to assess whether UK Regulations may apply. Where the contract term is indeterminate or indefinite the value will be forty-eight times the monthly cost. The value of all extensions permitted must be included when calculating that contract value.
- (8.3) For concession contracts (contracts for which the Council does not pay the provider for the services/works/goods, but the contractor receives consideration in other ways e.g., directly from the end user), the contract value will be based upon the anticipated income that the contractor is likely to receive from any source pursuant to such contract.
- (8.4) Contract values should be calculated in accordance with the Regulations to determine whether the full provisions of the Regulations need to be applied or not; in all cases, the provisions of the UK National Procurement Policy Statement shall be observed.

9. Division of Contracts

- (9.1) Large scale works or contracts shall not be broken down into smaller units for the purpose of creating lower value contracts, except where there are sound National or Local Policy, operational or management reasons for doing so. Any such action must be authorised by the AD for Procurement & Contracts in writing, with the reasons recorded on the contract file.

10. Frameworks and Dynamic Purchasing Systems (DPS)

- (10.1) Where the Council determines to establish a framework or DPS, it shall do so in accordance with the requirements of the Regulations.
- (10.2) Where the Council determines that a framework or DPS provides the best value for money option for securing the solution and meets all Regulatory and Policy obligations, it shall use it in accordance with the Regulations.

(10.3) Where a framework or DPS established by another organisation contains procedures that do not comply with the Regulations, the Regulations must be followed. It is the Council’s responsibility under the Regulations to satisfy itself of its obligations under the Regulations, and to ensure that the Regulations are followed at all times.

11. The Requirements for Competition

Total Value of proposed contract (incl. VAT)	Options for establishing a contract
Goods or Services	
Up to £5,000	Request at least one written quotation Undertake a compliant call off from a framework Use an appropriate DPS
£5,001 to £125,000	Invite at least 3 quotations (or tenders) Undertake a compliant call off from a framework Use an appropriate DPS
£125,001 to Regulation Threshold	Formal Tender process Undertake a compliant call off from a framework Use an appropriate DPS
Works	
Up to £25,000	Request at least one written quotation Undertake a compliant call off from a framework Use an appropriate DPS
£25,001 to £2.5m	Invite at least 3 Tenders Undertake a compliant call off from a framework Use an appropriate DPS
£2,500,001 to Regulation Threshold	Formal Tender process Undertake a compliant call off from a framework Use an appropriate DPS
Goods, Services and Works	
Regulation Threshold and Above	Undertake a Regulation-compliant tender Undertake a compliant call off from a framework Use an appropriate DPS

Table 1 - Contract Thresholds

- (11.1) The Council is obligated to demonstrate the principles of openness, transparency and non-discrimination when spending its money on goods, services, or works or when any form of consideration is involved.
- (11.2) The manner of doing this is determined by the total estimated value of the proposed contract over its duration (including all extension options, and to include VAT), and the methods are summarised in **Table 1** above.
- (11.3) The duration of a proposed contract shall be determined based on the likely means of securing best value for money based on industry practice, market sounding, and budget availability. The decision of whether to include an extension option (and the duration of any such option) shall be based upon the same considerations, as shall the decision of whether to invoke any such option (as the need for a further contract is considered).
- (11.4) Where the estimated value is of or above the relevant thresholds for goods, services or works, the tender procedure may be conducted in accordance with any of the applicable procedures as defined and set out in the Regulations.
- (11.5) For procurements for **concessions contracts** that exceed the Regulation thresholds, the procedure to instigate the contract shall be conducted in accordance with the principles of the Regulations, and in accordance with a procedure of the Council's choosing.
- (11.6) All procurements for care, social health education and other specific services listed in the Regulations that align to the relevant thresholds, may be conducted in accordance with "**The Light Touch Regime**", which aims to encourage innovation and flexibility via a more relaxed approach.

12. Exceptions to the Requirements for Competition

- (12.1) It is the Council's policy to adhere at all times to the requirement for open and fair competition to achieve, and evidence, best value for money.
- (12.2) The Council may waive the requirement for competition only in certain instances (and not at all where doing so is prohibited by the Regulations).
- (12.3) All applications for an exception to the requirements for competition shall be made in accordance with the Exception to Competition Application process outlined in the Procurement Manual.

- (12.4) All applications for exceptions, to include the reasons, shall be signed by the relevant AD, and submitted for consideration in accordance with the exceptions procedure as set out in the Procurement Manual.
- (12.5) Exception requests that contravene UK or English Law will be rejected.
- (12.6) Any exceptions to the requirements of competition shall only be granted in exceptional circumstances, where permitted by the Regulations, and generally for only such time as may be required to instigate a fully compliant solution; the relevant part(s) of the Regulations must also be expressly referenced, and all such applications recorded and logged.
- (12.7) Possible justifiable reasons for waving the requirement for competition (and pending the undertaking of a compliant solution) include:
- (i) Genuine emergencies - Critical preventative or remedial work where there is a real and imminent risk to the safety of people or property arising from a hitherto unforeseen 'catastrophic' event or incident such as fire, bombing, flooding, major landslide, etc.
 - (ii) Urgent situations not of the council's own making. The urgency must have been reasonably unforeseeable (e.g. existing supplier going into liquidation, urgently imposed statutory changes, etc.). Urgency arising through issues of the Council's own making (whatever the cause and regardless of whether it involved previous delays or resource shortages) shall not in itself justify exemption.
 - (iii) To avoid enforcement action against the Council for non-compliance with a relevant statutory provision;
 - (iv) Reasons of compatibility - If compatibility with existing goods, equipment or ICT software or systems is essential and where they cannot be sourced from another supplier (e.g. spare parts for existing equipment) or where additional units are being purchased to match existing equipment and there is an overwhelming case for matching the existing items on the grounds of functionality.
 - (v) The purchase of proprietary or patented goods, works or services. Similarly, for any highly specialised/niche services where, for all practical purposes, no realistic alternative source of supply exists.
 - (vi) Works orders placed with utility companies, e.g. for re-routing cables or pipework. The term utilities does not include telecommunications.
 - (vii) Where the Council wishes to obtain goods, services or works from another public sector body (including another local authority or NHS Trust).

- (viii) Where the Council wishes to undertake a compliant direct award from a framework that was established by means of competition and in accordance with the Regulations, and where the terms of the framework compliantly permit such an approach
- (12.8) Where the procurement of goods, services and works is taking place in respect of activity that is subject to Funding from an external Funding Body, confirmation of the acceptability of the proposed approach shall be sought from the Funding Body, in advance of any activity, where it is proposed that the activity may not be subject to competition; in such cases, any conditions imposed by the Funding Body shall override any of the potential reasons in Rule 12.7 herein (but never the Regulations).

PROCEDURAL STEPS FOR A PROCUREMENT

13. Specification, Selection/Assessment Criteria & Evaluation/Award Criteria

- (13.1) A specification, selection/assessment (“looking back”) criteria, and award/evaluation (“looking forward”) criteria (both to include weightings) must be prepared in advance of bids being sought, and included in any Contract Notice, Request For Quotation (RFQ), Invitation to Tender (ITT) or framework call off. The Director of Finance shall approve all financial scoring methodologies used.
- (13.2) The award/evaluation criteria must be based on determining the tender that provides the most advantageous solution, and must adhere to the Regulations. Where a framework advises a procedure that does not adhere to the Regulations, the Regulations must be adhered to (in the event that the Council still chooses to use the framework or DPS).

14. Late Submissions

- (14.1) Subject to 14(2) below, any tender or bid received after the specified time shall be promptly rejected and the bidder notified.
- (14.2) Any tender or bid that is received late may nevertheless be considered upon request if the AD for Procurement & Contracts and the Monitoring Officer are satisfied that:
 - (i) There is clear evidence of attempted submission by the tenderer in time for the due date and time and this has not been successful owing to circumstances beyond the control of the tenderer, and
 - (ii) No other tenders have been opened, and
 - (iii) No unfair advantage is likely to have been achieved.

15. Tender Assessment and Tender Evaluation

- (15.1) Tenders shall be *assessed*, in accordance with the Regulations and the selection/assessment (“looking back”) criteria stated in the SQ or ITT, and as per the Procurement Manual.
- (15.2) The Client Officer shall ensure that Council has determined that the successful bidder is sufficiently capable and financially sound to undertake the contract, and that the contractor or supplier has all appropriate and relevant Policies (incl. Health & Safety) and Insurances in place.
- (15.3) Tenders shall be *evaluated*, in accordance with the Regulations and the award/evaluation (“looking forward”) criteria in the Contract Notice and ITT, and as per the Procurement Manual, to identify the successful bid.

16. Errors and clarifications of tenders

- (16.1) Where examination of tenders reveals possible errors or ambiguities that would affect the tender score in an otherwise successful tender, the tenderer should be asked to explain the aspect for clarity. This explanation must not, however, be permitted to change any fundamental aspect of the submission.

17. Evaluation Report

- (17.1) At the conclusion of the award/evaluation process, the Client Officer will compile and agree with the evaluation panel an Evaluation Report to support the recommendation to award a contract to the successful tenderer and to comply with the Regulations. The Report will provide a summary of the tender process and will include full reasons for the decision to recommend the contract award. **NB** The Report will be fully disclosable under FOIA Legislation.

18. Tender Acceptance

- (18.1) The decision to authorise acceptance of a tender or bid shall be made in accordance with the information contained in the Evaluation report.
- (18.2) Acceptance of quotes, tenders or call offs with a value up to £100,000 per annum may be authorised by the relevant ED, DD or AD.
- (18.3) Acceptance of tenders or call offs with a value of £100,001 up to £500,000 per annum (revenue), or £100,001 up to £2.5m (capital), must be authorised by the signing of a formal decision report by the relevant AD, in consultation with their ED.

(18.4) Acceptance of tenders or call offs with a value of £500,001 per annum (revenue) or £2.5m per annum (capital) or greater, or other contracts that qualify as key decisions, must be authorised by:

- (i) A formal decision of Council or Committee, or
- (ii) An Executive Director with an authority delegated specifically by a formal decision of Council or Committee.

(18.5) Where the Council is undertaking a tender in order to establish a framework or DPS, the tender shall be accepted in accordance with CPR 18 (1)- (4), based on the total estimated value of the framework as calculated in accordance with CPR 8, and as stated in the Contract Notice.

(18.6) Where the Client Officer wishes to add a new supplier to a DPS, this shall be subject to the protocol outlined in the Procurement Manual.

19. Standstill Period

(19.1) At the conclusion of the relevant competitive evaluation for above Regulation threshold procurements, a standstill period shall be applied where required by the Regulations, and conducted in accordance with the procedures set out in the Regulations.

20. Award Notices and Contracts Register

(20.1) Where an above threshold requirement has been tendered under the Regulations, a Contract Award Notice shall be published, after the contract is awarded, and within the regulated number of days thereafter.

(20.2) Every contract made by the Council, above or below the Regulations thresholds, shall be entered onto the Council's Contracts Register.

21. Management of Contracts

(21.1) Every Council contract shall be managed in accordance with any risk segmentation criteria that may have been applied, or as set out in the Procurement Manual and associated Contract Management Guidance.

(21.2) Budget Managers, Commissioning Officers and those managing contracts shall observe the protocols set out in the Contract Management Guidance associated with the Procurement Manual.

(21.3) Contract Managers shall ensure, and be able to evidence, that best value for money is being delivered in a timely manner by the contracted supplier, and that all applicable contractual expectations are being met.

CONTENT OF CONTRACTS

22. Form and Execution of Contracts

- (22.1) A written contract is required for all goods, services, or works, regardless of whether a formal tender or a quotation was or should have been obtained. The written contract may take the form of a Purchase Order.
- (22.2) Every contract for the supply of goods, works, or services of £100,001 up to £500,000 per annum must be in writing, in a form approved by the AD of Legal and Democratic Services.
- (22.3) Every contract for the supply of goods, works or services of £500,001 per annum (or greater) in value shall be in writing and shall be sealed with the common seal of the Council or provided the AD for Legal & Democratic Services is satisfied that the Council's interests are properly protected, signed by an officer authorised to use the Council's Common Seal.
- (22.4) All procurements, regardless of value, must use the Council's appropriate un-amended model contract available on the Intranet. Legal Services shall, in conjunction with the Procurement Team, keep current and formally review all model contract templates on a regular basis, and maintain version control.
- (22.5) Contracts up to £500,000 per annum may be signed by the ED, DD or AD
- (22.6) No Councillor of the Council, Officer of the Council, or consultant, shall enter, orally or in writing, into any contract on behalf of the Council unless they have explicit authorisation to do so.
- (22.7) A Letter of Intent may not be issued without the prior written approval of the Monitoring Officer or their nominee and after consultation with the Director of Finance or their nominee, and not at all if the Regulations have not been followed in identifying the proposed contractor(s).
- (22.8) In situations of extreme urgency (as defined in CPR 12 (7)), an oral instruction may be given to a Supplier to provide goods, works or services provided that CPR 22.6 is adhered to, and that written confirmation of the instructions (via PO or contract template) is sent to the Supplier within ten days, and copied to the AD for Procurement & Contracts.

23. Retention of Tenders and Quotations

- (23.1) All tenders and quotations (accepted and unaccepted) not forming part of a contract signed or sealed in accordance with these Contract Procedure

Rules shall be retained by the Client Officer for a period of 12 months after the relevant contract commencement date.

- (23.2) All tenders and quotations that are part of a contract signed or sealed in accordance with these Contract Procedure Rules shall be retained for a period of 12 years after the following have happened or been considered.
- (i) All payments under the Contract have been made.
 - (ii) The AD is satisfied that all of the requirements under the terms of the Contract have been successfully carried out whether by the Council or the Contractor and that no claims are likely to arise by or against the Council.
 - (iii) They are not likely to be required for inspection as part of the Annual Audit by the Council's external auditors, or a Funding Body.

24. Insurance

- (24.1) The Client Officer must consider the Council's need for appropriate indemnities backed by insurance, relevant to the goods, services or works being procured, and aligned to the standards of that respective industry.
- (24.2) For a contract for works or services, the contract must require the contractor to carry public liability insurance and employer's liability insurance, to an industry appropriate value, and as agreed with the Council's Insurance Manager.
- (24.3) In the case of a contract for professional services, the contract must also require the contractor to carry professional indemnity insurance to an industry appropriate value, and as agreed with the Insurance Manager.

25. Assignment or Novation of Contracts

- (25.1) Assignment or novation of contracts shall only be permitted with the prior consent of the Monitoring Officer, who must be satisfied that an effective vetting procedure of assignees or subcontractors has been implemented.

26. Security of Contract Delivery

- (26.1) Every contract for works shall provide for liquidated damages as standard, to be paid by the contractor in case the terms of the contract are not performed, unless otherwise agreed by the Director of Finance.
- (26.2) The Client Officer shall consider, based on the specific requirement and standard industry practices, whether a Parent Company Guarantee or Performance Bond shall be a requirement of the contract.

27. Corruption, Bankruptcy & Cancellation

(27.1) Every contract must state that the Council may cancel the contract and recover any resulting losses if the contractor, their employees, or anyone acting on their behalf, with or without their knowledge, does anything improper to influence, or commits an offence under Bribery Act 2010.

28. Variations or Extension

(28.1) Any contract may be varied or extended where permitted by the Regulations, and (only) where provision for an extension has been provided in the original Notice, ITT and subsequent contract. Variations must be in accordance with the existing contract terms & within permitted variation limits as stated by the Regulations.

(28.2) Contracts below the Regulation threshold may be extended only where provision for an extension has been provided in the original Notice and subsequent contract, and only varied in accordance with the existing contract terms and aligned to the variation limits in the Regulations.

(28.3) Approval of any contract variation or extension shall be based on the total contract value *including* the proposed variation or extension, and in accordance with the Tender Acceptance levels set out in CPR 18.

(28.4) Where a variation would mean that the value of a contract would exceed the Regulation Threshold, or where there would be a material change to the contract, the contract must be treated as a new Procurement under these Contract Procedure Rules (and no variation enacted).

29. Registration of Contracts

(29.1) The Council will keep a Register of all contracts of £5,000 and over placed by the Council, and publish this externally. The Register must state the name of the contractor, the name of the Council's Contract Manager, the work to be done or goods to be supplied, the duration and value of the contract. Any Client Officer letting a contract must ensure details are supplied to the AD for Procurement & Contracts for entry in the Register.

30. Termination of Contract

(30.1) Early termination of any contract by agreement or in accordance with the termination provisions set out in the contract (every contract made must include such provision) is subject to the following authorisation:

- (i) Contracts classed as Key Decisions (by Committee, Council, or Officer)
- in accordance with the Key Decision Rules.

(ii) Contracts up to £500,000 per annum - by the relevant ED, DD or AD.

31. Glossary

Assessment	The term used to describe the scoring of initial part of a bid submission (usually termed the Supplier Questionnaire)
Assessment Criteria	The means by which the Assessment of the initial part of a bid submission is undertaken. The means of assessment (or “selection”) must be determined in advance of the publication of any Contract Notice, appropriately weighted, and clearly set out in the bid documentation
Award Criteria	The means by which the Evaluation of the specification element of a bid submission is undertaken. The evaluation (or “award”) criteria must be determined in advance of the publication of any Contract Notice, appropriately weighted, and clearly set out in the bid documentation
Best value for money	The optimum combination of whole life cost and benefits to meet the council’s requirements, and includes consideration of social responsibility, equality, economic factors, and sustainability
Budget Manager	An officer with budgetary responsibility for the spend relating to a Procurement
Client Officer	A person appointed in accordance to lead and co-ordinate procurement procedure for a particular contract and completing the Procurement Plan
Consideration	The main element of a contract, consideration describes why each party is joining the agreement; consideration from each side is what makes a contract legally binding.
Contract	Each agreement between the Council and a Contractor or a Supplier, which creates an obligation to perform a particular duty in return for consideration (i.e. “payment”)
Contractor	The supplier, provider or business contracted by the Council to furnish goods, deliver a service or undertake works
Commissioning Officer	An officer with responsibility for commissioning a service
Committee	The Committee with delegated responsibility for the function or service covered by the contract, or the Policy Committee on behalf of the responsible Committee
Contract Management Plan	A document agreed with the supplier for the proper management of the contract to ensure the benefits anticipated by the contract are realised for the Council
Contracts Register	The central repository of key contract information as required under the Transparency Act, containing details of contracts entered into with a value of £5,000 or more
DPS	Dynamic Purchasing System. Similar to a framework, but has the facility to add suppliers during the DPS term.

APPENDIX I

EU Regulations	<i>The Regulations that governed the Council’s procurement activity prior to the UK leaving the European Union [the Public Contracts Regulations 2015, Concessions Contracts Regulations 2016 & Utilities Contracts Regulations 2016]</i>
EU Threshold	<i>A financial threshold for goods, services or works above which the EU Regulations applied when in force</i>
Evaluation	The term used to describe the scoring of the part of a bid submission that relates directly to the requirement (usually termed the Statement of Need or Specification)
Evaluation Criteria	The means by which the Evaluation of the specification element of a bid submission is undertaken. The evaluation (or “award”) criteria must be determined in advance of the publication of any Contract Notice, appropriately weighted, and clearly set out in the bid documentation
Financial Regulations	The Financial Regulations set out in the Council’s constitution as updated from time to time, which provide financial controls around commitments including contracts
Framework Agreement	An agreement which allows the council to call-off from a supplier a range or pre-defined goods or services. Each call-off constitutes a standalone contract made on the terms and conditions of the Framework Agreement
NPPS	The UK Government’s National Procurement Policy Statement, which sets out the UK Government’s policy priorities that the Council should have regard to in its procurement activity (where it is relevant to the subject matter of the contract and where it is proportionate to do so)
NPPS Policy Priorities	The UK Government’s 3 Policy Priorities for the Council to have regard to through its procurement activity: <ul style="list-style-type: none"> • Creating new businesses, new jobs and new skills; • Improving supplier diversity, innovation and resilience; • Tackling climate change and reducing waste;
Policy Statement	The UK Government’s NPPS (National Procurement Policy Statement), which sets out the UK National priorities that the Council should have regard to in its procurement activity (where it is relevant to the subject matter of the contract and where it is proportionate to do so)
Procurement	The term given to the whole “buying” process, from the identification of a need, the selection of a supplier, the award of a contract, and the management of that contract.
Procurement Plan	The planning document that is completed before a high value procurement is started that documents such as the business case, option appraisal, risk assessment, TUPE, Social Value and Equality, Diversity & Inclusion considerations that are relevant to the procurement

APPENDIX I

Quotation	An invitation to bid to supply goods, services or works to the Council against a statement of requirements and general contractual obligations. A quotation is less regulated than a tender, is often on a fixed cost basis, and is generally used for more straightforward requirements.
Regulations	The relevant UK Regulations for public sector procurement, the Local Government Transparency Code 2014, and the Public Services (Social Value) Act 2012 and any amendments replacements of or re-enactments thereof
Regulation Threshold	A financial threshold for goods, services or works above which the relevant Procurement Regulations apply;
Scheme of Sub Delegation	The means by which Directors and Assistant Directors may choose, where permitted, to delegate powers granted to them by the Constitution, to officers within their Areas.
Selection Criteria	The means by which the Assessment of the initial part of a bid submission is undertaken. The means of assessment (or “selection”) must be determined in advance of the publication of any Contract Notice, appropriately weighted, and clearly set out in the bid documentation
Supplier	Any person or body of persons providing, or seeking to provide, goods, services, or works to the Council.
Tender	A formal invitation to bid to supply goods, services or works to the Council, in accordance with a specification of requirements and specified contractual obligations. A tender is more regulated than a quotation, and is used where a more detailed solution breakdown is required.
UK Regulations	The relevant Contract Regulations made in the UK, and the Local Government Transparency Code 2014 and any amendment to replacement of or re-enactment thereof
UK Thresholds	A financial threshold for goods, services or works above which the UK Procurement Regulations apply; where UK Threshold is used in these Rules, unless specifically stated it shall be the threshold for goods, works and services
Value	The total contract value, inclusive of VAT & all permissible extensions (whether taken up or not), for the purpose of determining the correct procedure to be followed