

Pendle Borough Council



Contract Procedure Rules

October~~May~~ 2026

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CONTRACT PROCEDURE RULES

INTERPRETATION

1. These Contract Procedure Rules are standing orders of the Council (made pursuant to Section 135 of the Local Government Act 1972) with respect to the making of Contracts.
2. These rules comply with:
 - The Procurement Act 2023
 - The Public Contract Regulations 2015
 - The Public Services (Social Value) Act 2012
3. In these Rules, each of the expressions in the left-hand column below shall have the meaning stated against that expression in the right-hand column.

CPR Contract Procedure Rule.

Chief Officer is the Chief Executive, Director of Resources or Director of Place.

Contract is any agreement between the Council and one or more Providers for the supply of goods or materials to the Council, for the execution of works for or on behalf of the Council, or for the provision of services to the Council or to others on its behalf (including but not limited to the provision of services, wholly or partly, in return for a concession).

Contractor is any provider supplying or offering to supply goods, works, or services (including concessions) to the Council and includes any individual, firm, agent, company, partnership, public authority or other organisation.

Executive means Pendle Borough Council's Executive.

Corporate Leadership Team includes the members of Chief Officers and the following;

- Head of Legal and Democratic Services
- Head of Policy and Commissioning
- Head of Finance
- Assistant Director of Operational Services
- Assistant Director of Planning, Building Control and Regulatory Services
- Assistant Director Human Resources and Organisational Change
- Head of Environmental Housing and Health
- Head of Economic Growth

Manager(s) All procuring managers

Monitoring Officer	is the officer designated as such under s5 of the Local Government and Housing Act 1989 (currently the Head of Legal and Democratic Services).
Responsible Officer	any permanent or temporary staff member who is properly authorised to carry out any of the Council's contracts functions.
Section 151 Officer	is the officer with responsibility for the proper administration of the financial affairs of the Council in accordance with Section 151 of the Local Government Act 1972 (currently the Director of Resources) or the Deputy S151 Officer (the Head of Finance).

~~System Accountant~~[Corporate Procurement Officer](#) is the lead procurement officer for the Council, [reporting to the Head of Finance, responsible for maintaining standard procurement templates, the framework directory, the contracts register and the quarterly spend forecast.](#)

4. References to monetary values in these Contract Procedure Rules **exclude VAT**.
5. Where reference is made in these Contract Procedure Rules to the Director of Resources, in the absence of that officer the Head of Finance is the authorised substitute. In the absence of the Head of Legal & Democratic Services, the Legal Services Manager will be the authorised substitute.
6. Contracts valued at over £100,000 are a Key Decision and require prior approval by the Executive before the Contract is Awarded.

SECTION 1: SCOPE OF CONTRACT PROCEDURE RULES

CPR1 BASIC PRINCIPLES

- 1.1 All purchasing and disposal procedures must;
 - a) Comply with the Procurement Act 2023
 - b) achieve value for money for public money spent;
 - c) be consistent with the highest standards of integrity;
 - d) ensure fairness and equity in allocating public contracts;
 - e) comply with all legal requirements;
 - f) ensure that non commercial considerations do not influence any contracting decision;
 - g) support the Council's corporate and service aims and policies;
 - h) comply with the Council's Procurement Policy and Strategy.
- 1.2 No Officer shall seek to enter into a contract, or purport to enter into a contract, for the supply of works, goods or services unless there is adequate provision in the Council's Revenue Budget and/or Capital Programme.
- [1.3](#) Under no circumstances should Contracts be broken down in size so as to have the effect of lowering the Contract value or to avoid the requirements for tendering or the need for written quotations.
- [4.31.4](#) Each Service Area shall provide the Corporate Procurement Officer with a quarterly forecast of anticipated procurement activity, so that recurring or foreseeable spend can be aggregated and procured in line with these Rules

CPR2 SCOPE AND APPLICATION

- 2.1 These Procedure Rules shall apply to any Contract, with the exceptions listed in CPR 2.2, and also to the nomination of sub-contracts under any such Contract (whether in each case the Council is contracting or nominating on its own behalf or wholly or partly on behalf of others).
- 2.2 These Procedure Rules DO NOT apply to transactions of the following types;
 - a) Purchases or sales by auction or at public fairs or markets;
 - b) Contracts for the engagement of Counsel, or for the engagement of external Solicitors to represent the Council in specified legal proceedings;
 - c) Orders placed under a corporate contract;
 - d) Contracts with statutory undertaking(s) for work which only they can carry out;
 - e) Contracts of employment (inc temporary cover);
 - f) Contracts formalising the funding of particular voluntary sector bodies where the purpose of the contract is to establish the general conditions whereby the body may be funded by the Council.

CPR3 RESPONSIBLE OFFICERS' DUTIES

- 3.1 All employees of the Council and firms/advisors employed to act in any capacity to manage or supervise a Contract must comply with these Procedure Rules, the Council's Financial Procedure Rules, the Code of Conduct and with all binding UK legal requirements. Responsible Officers must ensure that any agent, Consultants and contractual partners acting on their behalf also comply.
- 3.2 Responsible Officers shall always;
- seek value for money;
 - show no favour or disfavour to any Provider nor discriminate against Providers;
 - conduct tendering and price testing in accordance with proper practices and the highest standards of propriety;
 - do nothing that contravenes domestic law;
 - ensure that adequate Contract records are kept for all Contracts upon which they are engaged.
 - have regard to any purchasing guidance that may be available;
 - check whether a corporate contract exists before seeking to let another contract; where a suitable corporate contract exists, this must be used unless there is an auditable reason not to do so;
 - take all necessary legal, financial and professional advice.
- 3.3 Where the Council uses consultants to act on its behalf in relation to any procurement, then the Responsible Officer shall ensure that the consultants carry out any procurement in accordance with these Contract Procedure Rules. No consultant shall make any decision on whether to award a contract or who a contract should be awarded to. The Responsible Officer shall ensure that the consultant's performance is monitored and appropriate records are kept.
- 3.4 When any employee either of the Council or of a Service Provider may be affected by transfer arrangements, Responsible Officers must ensure the Transfer of Undertaking (Protection of Employment)(TUPE) issues are considered and obtain legal advice before proceeding with inviting tenders or quotations.

CPR4 COMPLIANCE WITH CONTRACT PROCEDURE RULES AND LEGISLATION

- 4.1 Every Contract made by the Council or on its behalf shall comply with the all relevant domestic legislation, these Contract Procedure Rules and Codes of Practice and the Council's Financial Procedure Rules subject to the following provision. Guidance on best practice for procurement for public sector organisations, together with supporting documentation can be found on the Government website; <https://www.gov.uk/government/collections/procurement-policy-notes>
- 4.2 Arrangements made to meet the requirements of any present or future domestic legislation shall take precedence over any provision of these Contract Procedure Rules.
- [4.3 Whenever these Contract Procedure Rules are amended, the Corporate Procurement Officer shall issue a short briefing note to all Responsible Officers summarising the change and its effective date, before the revised Rules take effect.](#)

CPR5 EXEMPTIONS FROM CONTRACT PROCEDURE RULES

- 5.1 Exemptions from the requirements of these Contract Procedure Rules are to be the exception and not the rule. They must not be granted as a matter of administrative convenience and

must be supported by documented and evidenced reasons as to the legitimate need for the exemption to be granted.

- 5.2 When an exemption is sought from tendering or the requirement to obtain written quotations, the relevant Manager will need to justify the use of an alternative method of selection so that propriety, value for money and compliance with domestic legislation can be demonstrated. It will also include reasons such as, but not limited to, the following:
- a) that only one Provider is able to carry out the work or service or to supply the goods for technical or artistic reasons or because of exclusive or proprietary rights.
 - b) that time limits required for tendering cannot be met for reasons of extreme urgency and which were unforeseen and unattributable to the Council.
 - c) that additional goods, works or services are required which, through unforeseen circumstances, were not included in the original contract and which are either strictly necessary for the completion of the Contract or, for technical or economic reasons, cannot be carried out separately without great inconvenience/additional costs.
 - d) that goods are required as a partial replacement for or in addition to existing goods or installations and obtaining them from another Provider would result in incompatibility or disproportionate technical difficulties in operation or maintenance.
 - e) That despite seeking the relevant number of quotations, insufficient quotations have been obtained.
- 5.3 The Manager must complete a Request for an Exemption to Contract Procedure Rules and seek the prior agreement of the Director of Resources. See Appendix A.
- 5.4 The Director of Resources must then report to the next possible meeting of the Accounts & Audit Committee details of such exemptions.
- 5.5 Any Exemptions over £100,000 must be agreed by the Executive prior to contract award.
- 5.6 Exemption (on grounds other than 5.2 (a) to e)) from any of the following provisions of these Procedure Rules may be made only by the direction of the Executive where it is satisfied that the exemption is justified in special circumstances.
- (a) No exemption may be granted which would result in a breach of UK law;
 - (b) from CPR 27 (Acceptance of Tenders); unless on grounds of extreme urgency (e.g. during civil emergency) from CPR 29 (Form of Contract); or from CPR 30 (Execution of Contracts)

5.7 All exemption requests and decisions shall be recorded on the Council's waiver system, which shall maintain a live record of exemptions by service area, value and reason, visible to Corporate Leadership Team.

~~(b)~~ (a) A log of all exemptions, by value and reason, shall be published quarterly to Corporate Leadership Team.-

CPR6 JOINT, COLLABORATIVE AND E-PROCUREMENT ARRANGEMENTS

- 6.1 In order to secure value for money, the Council may enter into joint or collaborative procurement arrangements. Prior to any purchases or contracts being made, Responsible Officers should seek advice from the ~~System Accountant~~Corporate Procurement Officer on these matters and must consult the Director of Resources where the purchase is to be made using a joint or collaborative procurement arrangement with another local authority, government department, statutory undertaker or public service consortium.

- 6.2 Collaborative and Partnership Agreements are subject to all UK procurement legislation and must, therefore, follow these Contract Procedure Rules. If in doubt, Responsible Officers must seek advice from the Director of Resources and/or the [System Accountant/Corporate Procurement Officer](#) before embarking on a procurement process.
- 6.3 All purchases made via a bona-fide local authority purchasing and distribution consortium are deemed to comply with these Contract Procedure Rules and no exemption is required. However, purchases above the relevant threshold must be let under the relevant procedure, unless the consortium has satisfied this requirement already by letting their contract in accordance with the procedures on behalf of the Council and other consortium members. The Responsible Officer must be satisfied that the relevant procedures have been applied.
- 6.4 Any contracts entered into through collaboration with other local authorities or other public bodies, where a competitive process has been followed that complies with the Contract Procedures Rules of the leading organisation, will be deemed to comply with these Contract Procedure Rules and no exemption is required.

The use of e-Procurement technology does not negate the requirement to comply with all elements of these Contract Procedure Rules particularly those relating to competition and value for money unless specific exemptions apply.

SECTION 2: COMMON REQUIREMENTS

CPR7 STEPS PRIOR TO PURCHASE

- 7.1 Responsible Officers must appraise the purchase, in a manner commensurate with its complexity and value, and taking into account any guidance available from the Accountancy Section, by;
- a) taking into account the requirements of any relevant service/efficiency review;
 - b) appraising the need for the expenditure and its priority;
 - c) defining the objectives of the purchase;
 - d) assessing the risks associated with the purchase and how to manage them;
 - e) considering what procurement method is most likely to achieve the purchasing objectives, including;
 - internal and external sourcing;
 - partnering;
 - packaging strategy;
 - collaborative arrangements.
 - f) consulting users as appropriate about the proposed procurement method, contract standards and performance user satisfaction monitoring;
 - g) drafting the terms and conditions that are to apply to the contract;
 - h) [Social value considerations should be included in procurements in accordance with Council policy and guidance in force at the time of procurement. Social Value, including environmental priorities, must be considered in the procurement process. For contracts with a total value of £50,000 or more, it must be clearly evidenced how a contract will deliver its social value commitments and how this will be monitored post contract award.](#)

~~h)~~ Specifications should not be approved or used in procurement without clear statements of requirements for performance measurement and monitoring. These should be approved by Corporate Leadership Team. Implementation plans should be developed in draft at specification stage and refined during the evaluation process so that officers can be clear with bidders how contract monitoring will work in practice.

- 7.2 There should also be confirmation that;
- there is delegated approval for the expenditure and the purchase accords with the approved policy framework and Scheme of Delegation as set out in the Council's Constitution;
 - if the purchase is considered to be a Key Decision, all appropriate steps have been taken.

CPR8 INTERESTS OF OFFICERS IN CONTRACT MATTERS

- 8.1 Managers, Responsible Officers and any other person (whether or not in the employment of the Council) assisting any of them in connection with any part of the procurement process shall comply with all requirements applicable from time to time of the law and of the Council's Code of Conduct for Employees as regards:
- the declaration of interests (either generally or in relation to a particular procurement matter), and;
 - refraining from participation in some or all stages of particular procurement matters.

NB: At the time of adoption of these Rules, the Current provisions are:

- Section 117(1) of the Local Government Act 1972;
- The Council's Code of Conduct for Employees, ([updated October 2026](#)~~issued February 2012~~).

CPR9 PREVENTION OF CORRUPTION

- 9.1 The Responsible Officer must comply with the Employee Code of Conduct and must not invite or accept any gift or reward in respect of the award or performance of any contract. It will be for the Responsible Officer to demonstrate that anything received was not received corruptly. High standards of conduct are obligatory.
- 9.2 For the avoidance of doubt, all Gifts and Hospitality shall be recorded in the Council's Gift & Hospitality Register.
- 9.3 The Council also maintains an Anti-Fraud, Bribery and Corruption policy which sets out the Council's policy for dealing with these issues. Every organisation, whether large or small, is at risk from fraud and councils are no exception to this. All councils have a duty to protect the public purse and a major part of this is by limiting exposure to fraud and corruption and reducing risk through effective prevention and detection.

~~9.39.4~~ Before engaging a Provider, the Responsible Officer shall confirm the Provider is not on a relevant sanctions or debarment list, holds appropriate insurance, and, where handling Council or resident data, has appropriate data protection and cyber security arrangements. For business critical or higher value contracts, a financial health check shall be carried out and repeated periodically during the life of the contract

CPR10 RECORDS

Financial records shall normally be retained for a period of 6 years plus the current financial year. Some external funding may require longer periods of retention (see the Document Retention Policy).

10.1 Where the value of the contract is less than £50,000, the following records must be retained by the Responsible Officer;

- a) invitations to quote and quotations
- b) a record of;
 - o any exemption and the reason for them;
 - o the reason if the lowest price is not accepted.
- c) records of communications with the successful contractor

10.2 Where the value of the contract exceeds £50,000, the Responsible Officer must record;

- a) the method of obtaining the tenders (see Rule 20);
- b) any contracting decisions and the reasons for it;
- c) any exemption under Rule 5 together with the reasons for it;
- d) the award criteria in descending order of importance;
- e) tender documents sent to and received from candidates (where these are not returned to/retained by Legal and Democratic Services);
- f) pre-tender market research;
- g) clarification and post tender negotiation(s) (to include minutes of meetings where applicable);
- h) the contract documents;
- i) post contract evaluation and monitoring;
- j) communications with all candidates and with the successful contractor throughout the period of the contract.
- k) The anticipated saving or benefit expected from the contract.

CPR11 ADVERTISING

11.1 Responsible Officers shall ensure that, where proposed contracts, irrespective of their value, might be of interest to potential candidates, a sufficiently accessible advertisement is published. Generally, the greater the interest of the contract to potential bidders the wider the coverage of the advertisement should be. Examples of where such advertisements might be placed include;

- (a) The government's procurement portal (mandatory for all above threshold contracts and below-threshold open procurements). A below-threshold tender notice must be published on the central digital platform before being published elsewhere
- (b) The CHEST
- (c) the Council's website;

11.2 Responsible Officers are responsible for ensuring that all potential candidates for a contract are suitably assessed. For contracts below the threshold for goods and services, this

assessment process can be determined by the Responsible Officer but must, at least, ensure that candidates have sound;

- (a) economic and financial standing, and;
- (b) technical and professional ability to fulfil the requirements of the Council.

11.3 For contracts / procurements above the threshold for goods and services, subject to Rule 5 on Exemptions, the Responsible Officer must have regard to guidance issued by the Cabinet Office in relation to the qualitative selection of economic operators.

CPR12 DYNAMIC MARKETS

12.1 ~~Dynamic Markets should be used where recurrent transactions of a similar type are likely but where such transactions need to be priced individually and cannot easily be aggregated and priced in a single tendering exercise. Lists cannot be used where the procedure applies. Use a Dynamic Market for recurring purchases of a similar type that need to be priced individually rather than in one tender. Approved Lists cannot be used for these purchases~~

12.2 In consultation with the [Corporate Procurement Officer](#)~~System Accountant~~, Responsible Officers may draw up;

- a) Lists of contractors ready to perform contracts to supply goods and services of particular types on the basis of agreed contract terms; and
- b) Criteria for shortlisting from the Lists.

12.3 No contractor may be entered on a List until they have been satisfactorily assessed by the Responsible Officer, having regard to the questions that may be asked of the supplier/provider per guidance issued by the Cabinet Office per 11.3 above.

12.4 Lists may be drawn up after an advertisement inviting applications for inclusion on the Dynamic Market. The advertisement must be placed via The CHEST & Find a Tender portals, to secure the widest publicity among relevant suppliers. Contractors may be entered on a Dynamic Market between the initial advertisement and re-advertisement provided the requirements of Rule 12.3 are met.

12.5 The List and Shortlisting criteria must be reviewed at least annually by the Responsible Officer and re-advertised every three years. On re-advertisement, a copy of the advertisement must be sent to each person on the list, inviting them to re-apply. Review means;

- (a) completing a new assessment based on questions that are relevant to the subject matter of the procurement and proportionate;
- (b) the deletion of those contractors no longer qualified, with a written record kept justifying that decision.

CPR13 FRAMEWORK AGREEMENTS

13.1 Framework Agreements help public and third sector buyers to procure goods and services from a list of pre-approved suppliers, with agreed terms and conditions and legal protections. A Framework Agreement will contain instructions for use within its terms.

13.2 Contracts based on Framework Agreements may be awarded by either;

- (a) ~~applying If the Framework Agreement already sets clear enough terms, award the contract directly on those terms~~[the terms laid down in the Framework Agreement \(where such](#)

terms are sufficiently precise to cover the particular call off) without reopening competition;
or

(b) If not, run a mini competition: invite the Framework members capable of doing the work to submit written tenders, give them a fair amount of time to respond based on how complex the work is, and award to whoever submits the best tender against the criteria already set out in the Framework Agreement where the terms laid down in the Framework Agreement are not precise enough to complete the particular call off, by holding a mini competition in accordance with the following procedures;

- inviting the organisations within the Framework Agreement that are capable of executing the subject of the contract to submit written tenders;
- fixing a time limit which is sufficiently long to allow tenders for each specific contract to be submitted taking into account factors such as the complexity of the subject of the contract;
- awarding each contract to the tenderer who has submitted the best tender on the basis of the award criteria set out in the specification of the Framework Agreement.

13.2 Before commencing any procurement above £10,000, the Responsible Officer shall confirm in writing whether a suitable framework agreement, Dynamic Market or corporate contract exists, and shall retain that confirmation on the contract file. If an appropriate Framework Agreement is available, it must be considered regardless of the contract value.

13.3 Before running any independent competition above £10,000, the Responsible Officer shall check the Council's framework directory and record whether a framework was used, a mini competition was run under a framework, or no suitable framework was found, with reasons.

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CPR14 STANDARDS AND AWARD CRITERIA

14.1 The Responsible Officer must ascertain what relevant UK standards apply to the subject matter of the contract and ensure that those standards are considered and attained before awarding a contract.

14.2 The Officer must define Award Criteria that are appropriate to the purchase and designed to secure an outcome giving Value for Money for the Council and only use Award Criteria permitted by applicable UK legislation.

~~14.3~~ 14.3 All contracts, except where lowest price was predetermined to be the appropriate contract award criterion, shall be awarded on the basis of the offer which represents the Most Advantageous offer to the Council. The evaluation criteria shall be determined in advance of any tendering process and listed in the invitation to tender or invitation to negotiate, in order of importance. In addition, the evaluation criteria shall be strictly observed at all times throughout the contract award procedure by any person involved in the tender evaluation.

~~14.4~~ 14.4 The Most Advantageous Tender (MAT) approach lets the Council weigh up quality and sustainability alongside price, not price alone. Where used, set out the specific factors that matter for this contract, chosen from things like service, quality, running costs, technical merit, previous experience, delivery date, environmental impact, safety, after sales support, and any other genuinely relevant factor. The most advantageous tender (MAT) criterion enables the contracting authority to take account of criteria that reflect qualitative, technical and sustainable aspects of the tender submission as well as price when reaching an award decision. If this criterion is adopted, it must be further defined by reference to sub-criteria which may refer only to relevant considerations. These may include price, service, quality of goods, running costs,

~~technical merit, previous experience, delivery date, cost effectiveness, quality, relevant environmental considerations, aesthetic and functional characteristics (including security and control features), safety, after sales service, technical assistance and any other relevant matter.~~

14.5 Where a contract is valued at £50,000 or more, Responsible Officers must explicitly address sustainability, including the Council's environmental or net zero objectives where these have been set, as part of the award criteria.

14.6 For contracts valued at £50,000 or above, award criteria must include price (minimum 40%), quality, and social value (minimum 10%). Below £50,000 the Responsible Officer may set proportionate award criteria appropriate to the value and risk of the purchase, agreed with their manager.

14.7 Social value shall be assessed using the National TOMs (Themes, Outcomes, Measures) framework, with bidders committing to outcomes including local employment and apprenticeships, spend retained in the Lancashire supply chain, and support for town centre regeneration.

~~14.5 Price should account for at least 40% of the score.~~

~~14.6~~ 14.8 Award criteria must include:

~~Price (minimum 40%), Quality, Contracts over £50,000 must include Social Value (minimum 40%)~~ Price may be weighted up to 90% with quality (including social value) as low as 10%, for simple, low risk or commoditised purchases. For complex, critical or outcome sensitive services, such as care or construction quality (including social value) may be weighted up to 90%, with price as low as 10%. Where a contract does not clearly sit at either extreme, the 40% price/10% social default above applies, unless the Responsible Officer records reasons for a different weighting on the contract file.

Before setting weightings, the Responsible Officer shall consider:

- (a) is this a standardised, well specified purchase where suppliers are largely interchangeable, in which case weighted toward price, up to 90%;
- (b) does quality deliver vary between suppliers in ways that matter to the outcome, in which case weight toward quality;
- (c) is this safeguarding adjacent, outcome critical, or difficult to reverse if delivery fails, for example care, children's services or structural works, in which case weight heavily towards quality, price as low as 10%;
- (d) if none of the above clearly applies, use the 40% price / 60% quality default. The answer shall be recorded on the contract file alongside the chosen weighting.

~~14.7~~ 14.9 Award criteria must not include;

- Non-commercial considerations (excluding social value);
- matters which would discriminate against suppliers.

CPR15 INVITATION TO TENDER (ITT)/QUOTATIONS – GENERAL RULES

~~15.1 Invitations to Tender (ITT) shall state that no tender will be considered unless it is received by the date and time stipulated in the ITT. No tender delivered in contravention of this clause shall be considered unless in the opinion of the Head of Legal and Democratic Services, there is~~

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clear evidence that the tender was posted or hand delivered before the date for receipt of tenders in which case the Responsible Officer shall have discretion to admit the tender to opening and consideration. Subject to this exception tenders which are received late shall be retained unopened by the Head of Legal and Democratic Services until after the result of the tendering process has been published to tenderers. Tenders received after the deadline will not be considered, unless there is clear evidence it was sent in time, in which case the Head of Legal and Democratic Services decides whether to allow it. Any late tender that is not allowed in stays sealed and unopened until the result of the tender process has been announced.

15.2 All ITT shall include, but not be limited to, the following;

- a) a specification that describes the Council's requirements in sufficient detail to enable the submission of competitive offers;
- b) a requirement for tenderers to declare that the tender content, price or any other figure or particulars concerning the tender have not been disclosed by the tenderer to any other party (except where such disclosure is made in confidence for a necessary purpose);
- c) a requirement for tenderers to complete fully and sign all tender documents including a form of tender and certificates relating to canvassing and non collusion;
- d) notification that tenders are submitted to the Council on the basis that they are compiled at the tenderers expense;
- e) a description of the award procedure and, unless defined in a prior advertisement, a definition of the award criteria in objective terms and in descending order of importance;
- f) notification that no tender will be considered unless it is enclosed in a sealed envelope or container which bears the word 'Tender' followed by the subject to which it relates, but no other name or mark indicating the sender;
- g) a stipulation that tenders submitted by fax or other electronic means will not be considered (unless they have been sought in accordance with an electronic tendering system approved by the Head of Legal and Democratic Services and the Director of Resources e.g. the CHEST); a tender sent by fax or email will not be accepted, unless they are submitted through an electronic tendering system approved by the Head of Legal and Democratic Services and the Director of Resources, such as The Chest.
- h) The method by which any arithmetical errors discovered in the submitted tenders is to be dealt with. In particular, the overall price prevails over the rates in the tender or vice versa.

15.3 All ITT or Quotations must specify the goods, services or works that are required, together with the terms and conditions that will apply.

15.4 The ITT or Quotation must state that the Council is not bound to accept any quotation or tender.

15.5 All potential tenderers invited to submit a tender or quotation must be provided with the same information at the same time and subject to the same conditions. Any supplementary information must be given on the same basis

SECTION 3: CONDUCTING PURCHASE AND DISPOSAL

CPR16 ESTIMATES OF CONTRACT VALUE

- 16.1 Before seeking quotes or inviting tenders for the execution of any work or for the provision of any goods or services the Responsible Officer shall record an estimate in writing of the likely expense of executing the work, or the provision of goods or services in a suitable manner.
- 16.2 The estimated value of the Contract shall be calculated as follows:
- (a) where the contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the period, inclusive of any possible extension periods;
 - (b) where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions in the coming 12 months;
 - (c) where the contract is for an uncertain duration, by multiplying the monthly payment by 48;
 - (d) in the case of framework agreements and dynamic purchasing systems, the maximum estimated value of all contracts envisaged for the total term of the framework agreement or the dynamic purchasing system.

16.3 The thresholds referred to in these Rules shall update automatically on publication of a revised Cabinet Office Procurement Policy Note. The Director of Resources shall issue a short procurement note confirming the new figures, no further amendment to these Rules is required

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CPR17 PRE-TENDER/QUOTATION ENQUIRIES

- 17.1 Enquiries of Contractors may be made before tenders or quotations are invited in order to:
- (a) establish whether the goods, works or services the Council wishes to purchase are available and within what price range;
 - (b) prepare tender documents, price estimates and contract documents;
 - (c) establish whether particular Providers wish to be invited to tender or quote.
- 17.2 In making enquiries:
- (a) no information will be disclosed to one Provider which is not then disclosed to all those of which enquiries are made or which are subsequently invited to tender or quote;
 - (b) no Provider will be led to believe that the information they offer will necessarily lead to them being invited to tender or quote or be awarded the Contract.
- 17.3 Responsible Officers must not, however, seek or accept technical advice on the preparation of an Invitation to Tender or Quotation from anyone who may have a commercial interest in them, if this may prejudice the equal treatment of all potential Contractors or distort competition.

CPR18 PURCHASING – COMPETITION REQUIREMENTS

- 18.1 Note that the Council's constitution states that all contracts over £100,000 shall be designated as Key Decisions and therefore require prior approval of The Executive before contracts are awarded. However, these Contract Procedure Rules apply to all contracts, irrespective of their value and the procedures set out should be followed at all times.
- 18.2 Where the estimated value of the proposed contract is within the values in the first column below, the award procedure in the second column must be followed;

18.2.1 Goods & Services

<u>Contract Value Goods & Services – Contract Value (excl VAT)</u>	Award Procedure	<u>Shortlisting Sign Off</u>
Up to £10,000	- Minimum of one written quotation should be obtained. - The most advantageous tender should be accepted. - The tender price should be within the agreed budget estimate. - An official order shall be issued.	Responsible Officer
£10,001 to £992,999	- Minimum of three written quotations must be obtained. - The most advantageous tender should be accepted. - The tender price should be within the agreed budget estimate. - An official order shall be issued	Manager and Responsible Officer
£25,000 to £49,999	Minimum of three written quotations must be obtained. The most advantageous tender should be accepted. The tender price should be within the agreed budget estimate. An official order shall be issued A contract details notice must be published on the central digital platform If holding an open competition (rather than inviting tenders from pre-selected suppliers) a below threshold tender notice must be published on the Governments central digital platform before being published elsewhere.	Manager and Responsible Officer with support from the Systems Officer
£50,001 to £100,000	A below threshold tender notice must be published on the Governments central digital platform before being published elsewhere. Tenders will then be invited using an Invitation to Tender made available via The CHEST The most advantageous tender should be accepted. The tender price should be within the agreed budget estimate. A contract details notice must be published on the central digital platform	Manager and Responsible Officer with support from the Systems Officer
£100,001 to threshold (£179,09987)	A below-threshold tender notice must be published on the Governments central digital platform before being published	Executive approval is required before award of the contract

<u>Contract Value Goods & Services – Contract Value (excl VAT)</u>	<u>Award Procedure</u>	<u>ShortlistingSign Off</u>
	elsewhere. Tenders will then be invited using an Invitation to Tender made available via The CHEST. - o <u>Full Invitation to Tender (ITT)</u> - o The most advantageous tender should be accepted. - o The tender price should be within the agreed budget estimate. - o A contract details notice must be published on the central digital platform - o Formal Legal Contract used.	Manager and Responsible Officer with support from the <u>Corporate ProcurementSystems Officer</u>
Above Threshold (Goods & Services £173,100)* (Works contracts £4,327,500)	- o Where the estimated value of a contract exceeds the current threshold the contract shall be tendered in accordance with the <u>Procurement Act 2023UK Regulations</u>, after consultation with the <u>Corporate Procurement OfficerSystems Accountant</u>. - o Thresholds are revised every 2 years, current threshold was implemented 1st January 2026	Executive approval is required before award of the contract Member of Corporate Leadership Team Manager and Responsible Officer

*Thresholds have been adjusted to account for VAT and should be used as stated when determining the appropriate procurement route.

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18.2.2 – Works

<u>Works Contract Value</u>	<u>Award Procedure</u>	<u>Sign Off</u>
<u>Up to £25,000</u>	- o <u>Minimum of one to three written quotes depending on risk should be obtained.</u> - o <u>The most advantageous tender should be accepted.</u> - o <u>The tender price should be within the agreed budget estimate.</u> - o <u>An official order shall be issued.</u>	<u>Responsible Officer</u>
<u>£25,001 to £99,999</u>	- o <u>Minimum of three written quotations (or formal ITT for high risk works) must be obtained.</u> - o <u>The most advantageous tender should be accepted.</u> - o <u>The tender price should be within the agreed budget estimate.</u> - o <u>An official order shall be issued</u>	<u>Manager and Responsible Officer</u>

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<u>Works Contract Value</u>	<u>Award Procedure</u>	<u>Sign Off</u>
<u>£100,000 to threshold (£4,327,499)</u>	- o <u>Formal advertised tender</u> - o <u>A below-threshold tender notice must be published on the Governments central digital platform before being published elsewhere.</u> - o <u>Full Invitation to Tender (ITT) - Tenders will then be invited using an Invitation to Tender made available via The CHEST</u> - o <u>The most advantageous tender should be accepted.</u> - o <u>The tender price should be within the agreed budget estimate.</u> - o <u>A contract details award notice must be published on the central digital platform</u> - o <u>Formal Legal Contract used.</u>	<u>Executive approval is required before award of the contract</u> <u>Manager and Responsible Officer with support from the Systems Officer</u>
<u>Above Threshold (£4,327,500)*</u>	o <u>Where the estimated value of a contract exceeds the current threshold the contract shall be tendered in accordance with the full Procurement Act 2023 Regulations, after consultation with the Corporate Procurement Officer.</u>	<u>Executive approval is required before award of the contract</u> <u>Member of Corporate Leadership Team</u> <u>Manager and Responsible Officer</u>

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* Thresholds have been adjusted to account for VAT and should be used as stated when determining the appropriate procurement route.

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18.3 The value bands in these tables are the Council's own internal management control. Where a contract reaches the statutory Procurement Act 2023 threshold, the statutory process applies regardless of which internal band it falls within.

18.4 For all contracts irrespective of value (unless it is not practical to do so), an official order shall be placed using the Council's approved Order Form using the Civica Financials system.

18.5 For contracts of value between £10,000 and ~~£99,000~~ £50,000, where the relevant number of quotations has been sought, but fewer quotations have been obtained, the Responsible Officer may seek an exemption from the requirement to obtain the number of quotations specified above with the written agreement of the Director of Resources.

~~48.5~~18.6 In all cases, except where it is impracticable for reasons of extreme urgency, confirmation of the Contractor's terms of business (usually via a quotation) shall be obtained before an order is placed.

~~48.6~~18.7 The Responsible Officer shall record the Contractors approached, their responses, details of any quotations provided, the subject matter of the quotation, the name of the Contractor, the time and date of the quotation, details of the price offered and any other trading terms.

Engagement of Consultants

~~48.7~~18.8 The engagement of consultants shall follow the principles for appointing contractors as set out in these Contract Procedure Rules with the proviso that, in circumstances requiring flexibility or specialised need, and within thresholds, the Manager may seek an Exception with the Director of Resources.

~~48.8~~18.9 Negotiated fee tenders may be contemplated in exceptional circumstances where;

- there is insufficient time to obtain competitive tenders; or
- systems or designs may be specific to a particular consultant (e.g. propriety systems); or
- in the view of the Chief Officer, it would be in the Council's best interest to negotiate a fee with the consultant due to their previous involvement in a project.

~~48.9~~18.10 It shall be a condition of the engagement of the services of a consultant responsible for the supervision of a contract on behalf of the Council that, in relation to the contract, they shall;

- comply with the Council's Financial Procedure Rules and these Contract Procedure Rules as though he/she were a member of the Corporate ~~Leadership~~Management Team;
- at any time during the discharge of the contract, produce to any relevant officer on request all the records maintained by them in relation to the contract; and
- on completion of the contract, forward all records to the relevant Manager, Responsible Officer or other designated Officer.

~~48.10~~18.11 Throughout the commission, the relevant Manager, Responsible Officer or other designated Officer shall ensure that appropriate monitoring arrangements are put in place.

~~48.11~~18.12 Exemption shall be reported to the next Accounts & Audit committee in line with CPR5.

CPR19 AWARD OF CONTRACTS – BASIC PRINCIPLES

19.1 No Contract may be awarded unless the proposed expenditure involved has been included in approved revenue or capital estimates or has been otherwise approved by, or on behalf of, the Council. The Responsible Officer shall ensure that evidence of authority to spend, and the budget code to be used, is recorded on the Contract file.

19.2 Contracts with a quoted value of £100,000 or less may be awarded on behalf of the Council by the relevant member of Corporate Leadership Team to the Contractor who offers the lowest price or whose offer is considered by the Manager to be the most advantageous to the Council, provided in both cases the price quoted is within the budgetary limits approved by the Executive.

- 19.3 Contracts with a quoted value in excess of £100,000 may be awarded on behalf of the Council by the Chief Executive, the Director of Resources or the Head of Legal and Democratic Services, following a report to the Executive, to the Provider who offers the lowest price or whose offer is considered to be the most advantageous to the Council provided in both cases the price quoted is within the budgetary limits approved by the Council or Committee appointed for that purpose.
- 19.4 No contract with a quoted value in excess of £100,000 shall be awarded until the Director of Resources has checked the Contractor's financial standing and provided written confirmation that this is satisfactory for the Contract to be undertaken.
- 19.5 The Responsible Officer/[Corporate Procurement Officer](#) shall ensure compliance for the publication of Contract Award Notices via the Governments Central Digital Platform and The CHEST and provide copies of the Notice(s) to the Director of Resources and the Head of Legal and Democratic Services.
- 19.6 Details of all Contract awards exceeding £5,000 shall be forwarded to the Finance Section for inclusion in the Council's Contracts Register as soon as possible after the award and prior to works commencing. Such notification to also include evidence of the authority to enter into the Contract.
- 19.7 In compliance with the Council's promotion of equality, Responsible Officer's should ensure they consider and comply with the Council's legal obligations under the Equality Act 2010 and its associated Public Sector Equality Duty. More information on this is provided at [Appendix B](#).

CPR20 COMPETITIVE TENDERING – CONTRACTS OVER £50,000

20.1 No Contract, the estimated value of which exceeds £50,000, shall be made unless:

- a) at least 21 days' public notice has been given on the Governments Central Digital Platform and in such trade journals as the Responsible Officer shall consider desirable, stating the nature and purpose of the Contract, inviting tenders and stating the last date when tenders will be received; or
- b) tenders for the Contract (being a Contract for the execution of work) have been invited by the Responsible Officer from amongst the appropriate approved list of Providers compiled under CPR 12; or
- c) public notice has been given in respect of a particular Contract in the manner described in CPR 12 inviting applications from Providers to be placed on a list to be approved by the Council from which Providers selected by the Responsible Officer will be invited to submit tenders; or
- d) the proposed Contract, being a Contract for the execution of work, forms part of a serial programme the terms having been settled with the Contractor on the basis of the application of a stated addition or deduction to the rates and prices contained in an initial Contract awarded competitively following an invitation to tender in accordance with the provisions of (a), (b), or (c) above subject to a maximum extension under this Rule not exceeding 100% of the original Contract value or £100,000 whichever is the lower.

CPR21 TENDER INVITATION

21.1 The detailed procedures in this Section apply only to contracts at or above £100,000. Below this value, Responsible Officers shall use the Council's standard terms and conditions template, available from the Corporate Procurement Officer.

21.2 Following the end of the Expressions of Interest period, if applicable, Tender documents will be issued to all relevant parties who have lodged interest.

21.3 Reasonable requests for further information relating to the Contract documents will be granted provided the request enables the Council to supply the information not less than six days (or four days in cases of emergency) before the date specified for receipt of tenders. Information supplied to one Provider will be shared with all Providers unless in the opinion of the Responsible Officer and following consultation with the Head of Legal and Democratic Services there are appropriate grounds for not doing so.

21.4 Every invitation to tender will state that a tender will only be considered if it is;

- a) accompanied by an undertaking which shall become a condition of the Contract that the amount of the tender has not been calculated by agreement or arrangement with any person other than the Council and that the amount of the tender has not been communicated to any person other than the Council and will not be communicated to any person until after the closing date for the submission of tenders (except for the purposes of obtaining any bond/surety where this is a requirement of the proposed Contract).

21.4 Tenders must be submitted via The CHEST. Facsimile or postal submissions will not be considered.

CPR22 RECEIPT OF TENDERS

22.1 The detailed procedures in this Section apply only to contracts at or above £100,000. Below this value, Responsible Officers shall use the Council's standard terms and conditions template, available from the Corporate Procurement Officer.

22.2 Acceptance of late Tender Responses will be considered by the Authority, in its absolute discretion and only where an Applicant identifies, to the absolute satisfaction of the Authority (whose decision shall be absolute and final), that extraordinary circumstances beyond the reasonable management and control of the Applicant prevented the Tender Response from being submitted on time. Applicants must keep their contact details on the Chest up to date or they will be unable to receive communications from the Authority.

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CPR23 OPENING OF TENDERS

23.1 The detailed procedures in this Section apply only to contracts at or above £100,000. Below this value, Responsible Officers shall use the Council's standard terms and conditions template, available from the Corporate Procurement Officer.

~~23.123.2~~ All tenders with an estimated value in excess of £100,000 will be opened by the relevant member of Corporate Leadership Team or their nominated representative in the presence of the Head of Legal and Democratic Services or their nominated representative.

CPR24 ERRORS OR DISCREPANCIES IN TENDERS ETC.

24.1 The detailed procedures in this Section apply only to contracts at or above £100,000. Below this value, Responsible Officers shall use the Council's standard terms and conditions template, available from the Corporate Procurement Officer.

~~24.1~~24.2 Where examination of tenders reveals arithmetical or copying errors present in the documents submitted at the time of tender these shall be corrected by the Responsible Officer and details shall be recorded and maintained on the appropriate Contract file. If the correction has the effect that the tender is no longer the most competitive tender then the next tender in competitive order is to be examined and dealt with in the same way.

~~24.2~~24.3 Where examination of tenders or checking of a priced bill or specification submitted at the Council's request after tenders have been opened reveals errors or discrepancies (other than arithmetical errors in documents submitted at the time of tender as in CPR 24.1 above) which would affect the tender figure(s) in an otherwise successful tender, the Provider is to be given details of such errors and discrepancies but no other information and afforded an opportunity of confirming or withdrawing their tender in writing. If the tenderer confirms their tender all the rates and prices on which it was based shall be adjusted (upwards or downwards) by the same percentage so as to correspond with the tender figure (corrected in accordance with CPR 24.1 above if there was also an error or discrepancy requiring to be dealt with under that CPR).

~~24.3~~24.4 If the Provider withdraws, the next tender in competitive order is to be examined and dealt with in the same way. Any exception to the procedure outlined above may be authorised only by the Executive after consideration of a report from the Responsible Officer concerned.

CPR25 SHORTLISTING

25.1 Any shortlisting must have regard to the financial and technical standards relevant to the contract and the award criteria.

25.2 Details of Officers responsible for shortlisting are provided in Rule 18.2.

CPR26 CONTRACT NEGOTIATIONS

26.1 The Responsible Officer may negotiate the contract in the manner set out in CPR 26.2 below provided the terms of the contract remain substantially unaltered;

- a) where tendering produced no tenders or inappropriate tenders, for example where the tender figure in an otherwise successful tender exceeds approved or budgeted expenditure, or where the sum has changed since tenders were invited; or
- b) where tendering was discontinued because of irregular tenders, for example because tenders fail to meet the requirements specified in the Contract documents or offer variations on them or the works, supplies or goods fail to meet the tender specification.

26.2 The Responsible Officer shall invite all tenderers to amend their tenders, in writing, in such matters (e.g. unit price, delivery, discounts or by removing elements of the specification or bill of quantities) as the Responsible Officer specifies. All negotiations shall be conducted by at least two officers, one of whom should not be otherwise involved in the contract award. The Responsible Officer shall keep a written record of all negotiations, including notes of all meetings and the names of those people present.

CPR27 ACCEPTANCE OF TENDERS

- 27.1 A Tender which is not considered by the Responsible Officer to be the most advantageous to the Council (taking into account price, quality, and technical considerations), must not be accepted unless and until the Executive has considered and approved a written report from the Responsible Officer.
- 27.2 No Contract may be awarded unless the expenditure involved has been included in approved estimates or in capital or revenue accounts or has been otherwise approved by or on behalf of the Council.
- 27.3 The only exception permitted under this Procedure Rule is where works/supplies/services are ordered on grounds of extreme urgency (e.g. responding to a civil emergency). The Responsible Officer should consult with the Director of Resources and appraise them of the position so that as soon as practicable arrangements can be made to report the matter to the Executive.
- 27.4 No contract with a quoted value in excess of £100,000 shall be awarded until the Director of Resources has checked the Provider's financial standing and provided written confirmation that this is satisfactory for the Contract to be undertaken.
- 27.5 The Responsible Officer/[Corporate Procurement Officer](#) shall ensure compliance for the publication of Contract Award Notices via the Governments Central Digital Platform and The CHEST and provide copies of the Notice(s) to the Director of Resources and the Head of Legal and Democratic Services.
- 27.6 Details of all Contract awards exceeding £5,000 shall be forwarded to the Finance Section for inclusion in the Council's Contracts Register as soon as possible after the award and prior to works commencing. Such notification to also include evidence of the authority to enter into the Contract.

CPR28 NOMINATED SUB-CONTRACTORS AND SUPPLIERS

- 28.1 Contract Procedure Rules apply to the nomination of a sub-contractor or supplier for carrying out works or services or supplying goods or materials.
- 28.2 Where the estimated amount of the sub-contract or the estimated value of the goods to be supplied by the nominated supplier does not exceed £50,000 then unless in the opinion of the Responsible Officer there are grounds for exemption, competitive written quotations shall be sought in accordance with CPR 18.
- 28.3 Where the estimated amount of the sub-contract or the estimated value of the goods to be supplied by the nominated supplier exceeds £50,000 then unless in the opinion of the responsible Service Manager there are grounds for exemption, tenders shall be invited in accordance with CPR 20.
- 28.4 Any exemption from these Procedure Rule requirements must comply with CPR 5.

CPR29 RESERVE COMPETITIONS FOR BELOW-THRESHOLD CONTRACTS

- 29.1 The government has introduced a new, voluntary policy that permits the Council to reserve competitions for below-threshold contracts to businesses based locally or in the UK. Authorities may also reserve such competitions to Small and Medium-Sized Enterprises (SMEs) and Voluntary and Community Social Enterprises (VCSEs).
- 29.2 The policy is only available to 'relevant contracts', that is a below-threshold contract.
- 29.3 When running a competition for a below-threshold contract the following options can be considered:
- Reserving the competition to only contractors based within the United Kingdom;
 - Reserving the competition to only contractors based within the local area. The local area can be defined as Pendle only or Lancashire as a whole.
- 29.4 Below-threshold contracts may also be reserved to SME's and/or VCSE's.

SECTION 4: CONTRACTS AND OTHER FORMALITIES

CPR30 FORM OF CONTRACT

30.1 The detailed procedures in this Section apply only to contracts at or above £100,000. Below this value, Responsible Officers shall use the Council's standard terms and conditions template, available from the Corporate Procurement Officer.

- ~~30.1~~ 30.2 Every Contract exceeding £100,000 in value must be in writing, using the Council's standard contract ~~and in any other case where the Director of Resources so decides, shall either be documented using an approved Standard Form of Contract~~ or be in writing in a form approved by the Director of Resources and shall specify;
- a) the works or services to be performed and/or the goods or materials to be supplied;
 - b) the parties to the contract including any guarantor;
 - c) the price to be paid with a statement of discounts or other appropriate adjustments;
 - d) the time within which the Contract is to be performed or carried out;
 - e) that the Provider will not assign the Contract without the written consent of the Council;
 - f) any appropriate restriction on sub-contracting by the Provider;
 - g) where appropriate that the Provider will pay liquidated damages or other damages to the Council should the terms of the Contract not be properly carried out, including the method

by which such damages will be calculated and the circumstances in which they will be payable;

- h) any performance bond or parent company guarantee required and the Responsible Officer shall consult with the Head of Legal and Democratic Services before including or excluding such a requirement in the tender documents;
- i) that the Provider will adopt safe methods of work and comply with all other requirements of the Health and Safety at Work Act 1974;
- j) that the Council may cancel the Contract and recover any loss if the Provider, its employees, agents and sub-providers offer any reward relating to the Contract or commit any offence under the Prevention of Corruption Acts 1889 to 1916 or have given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972;
- k) that the Provider shall comply with UK Data Protection legislation and indemnify the Council in respect of the use, disclosure or transfer of personal data by the Provider, its employees, agents and sub-Providers.
- l) that services will be delivered to all customers fairly and without unlawful discrimination in support of the Council's obligations under the Public Sector Equality Duty as set out in the Equality Act 2010. The Provider shall not unlawfully discriminate within the meaning of the Race Relations Act 1976 or any comparable statutory provision relating to discrimination in employment, and shall ensure that all employees, agents and sub-contractors do not unlawfully discriminate, and shall comply with all relevant codes of practice issued by the Equalities and Human Rights Commission, or comparable body and, so far as is practicable, operate an equal opportunities policy which complies with the practical guidance and recommendations contained in such codes of practice;
- m) Payment arrangements, including reference to the payment of valid, undisputed invoices by the Council within 30 days. It will be a condition of the contract that the Contractor/Supplier is required to include similar provisions in their contracts, and so on, down the supply chain:-
- n) -that the Provider complies with the Modern Slavery Act 2015 and, where its turnover exceeds £36 million, provides evidence of its published slavery and human trafficking statement.

30.230.3 In every contract, the Contractor shall be required to indemnify the Council against;

- a) any claim which may be made in respect of employers' liability against the Council or the Contractor by any workmen employed by the Contract or any Sub Contractor in the execution of the works or the provision of goods and services;
- b) any claim for bodily injury to or damage to property of third parties;
- c) any claim which may be made under the Health and Safety at Work etc Act 1974 against the Council or the Contractor unless such claim is substantially due to the neglect of the Council or any of its Officers.

30.330.4 In respect of 30.2 above, the Contractor shall be required by the Head of Legal and Democratic Services to produce satisfactory evidence that he is insured against any such claims.

30.430.5 Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current at the date of the tender, every contract shall require that, as the case may be, all goods and materials used or supplied and all workmanship shall be in accordance with that Standard.

CPR31 EXECUTION OF CONTRACTS

- 31.1 Contracts with a value upto £100,000 may be signed by the relevant member of Corporate Leadership Team.
- 31.2 Every Contract which exceeds £100,000 in value shall either be signed or sealed for and on behalf of the Council by the Chief Executive, Director of Resources or the Head of Legal and Democratic Services or be executed as a deed.

CPR32 CONTRACT VARIATION

- 32.1 Where by reason of any extra or variation (other than a Contract extension under CPR 20.1(d)) it is apparent that:
- (a) the ~~contract~~tender sum is to be exceeded by 10 per cent; or
 - (b) the variation would extend the Contract period by more than three months or 50 per cent of the original Contract period; or
 - (c) if the works, services or goods to be added or deleted from the Contract are substantially different in scope
- 32.2 The Responsible Officer shall report the same to the Director of Resources and the Head of Legal and Democratic Services.
- 32.3 Should further variations as set out in CPR 32.1 above arise after the Responsible Officer's report, these further variations shall also be reported as set out in CPR 32.2 above.
- 32.4 Details of all variations shall be reported to the Executive on a regular basis as part of the regular monitoring / budgetary control process ensuring compliance with Financial Procedure Rules.

CPR33 UNSATISFACTORY PROGRESS

- 33.1 If the Executive is satisfied following consideration of a report from a Responsible Officer that a Contractor has not completed a contract in a satisfactory manner, such Contractor shall not thereafter for a period of three years be invited to tender, be included on a Dynamic Market or, if the said Contractor submits a tender in response to a public advertisement, that tender shall not be considered.

SECTION 5: CONTRACT MANAGEMENT

CPR34 MANAGING CONTRACTS

- 34.1 Members of Corporate Leadership Team are responsible for allocating contract management responsibilities for all new contracts. All contracts must have a named Contract Manager for the entirety of the contract.

CPR35 RISK ASSESSMENT AND CONTINGENCY PLANNING

- 35.1 A business case must be prepared for all procurements with a potential value over the EU threshold. Provision for resources for the management of the contract, for its entirety, must be identified in the business case.

- 35.2 For all contracts with a value over £100,000, contract managers must;
- a) maintain a risk register during the contract period;
 - b) undertake appropriate risk assessments; and
 - c) for identified risks, ensure contingency measures are in place.

CPR36 CONTRACT MONITORING, EVALUATION AND REVIEW

36.1 All contracts which have a value higher than the UK threshold limits or, irrespective of value, which the Executive designates, must be subject to regular formal reviews with the contractor.

36.2 During the life of the Contract, the Responsible Officer must monitor in respect of, but not limited to, the following;

- a) performance;
- b) compliance with specification and contract;
- c) cost;
- d) any value for money requirements;
- e) risk management;
- f) user satisfaction.

36.3 The Council shall maintain a commercial pipeline listing all contracts due to expire or require retender within 24 months, reviewed quarterly by Corporate Leadership Team. Suppliers shall be segmented as critical or routine; critical suppliers shall have a named relationship owner and an annual review meeting.

SECTION 6: CONTRACTS FOR THE SALE OF ASSETS

CPR37 DISPOSAL OF ASSETS

37.1 Before negotiations on the disposal of an asset reach the stage of provisional agreement for sale or tenders are invited for the disposal of land, the Executive shall have declared the asset surplus to the Council's requirements to be marketed for sale or, if there is unlikely to be any competition, shall have approved negotiations with one party (CPR 43). If appropriate, approval will have been granted for the submission of a planning application for development.

~~CPR38 DISPOSAL OF ASSETS – ESTIMATED VALUE NOT EXCEEDING £10,000~~

CPR38 DISPOSAL OF ASSETS PROCEDURE

~~38.1~~ 38.1 Sales of assets (including land) ~~which have a value of less of £10,000 or less,~~ disposal should be by competitive tender or public auction with notification via the Council's website, or as per the procedures below and in accordance with the Officer Scheme of Delegation.

~~CPR39 DISPOSAL OF ASSETS – ESTIMATED VALUE EXCEEDING £10,000~~

~~39.1 Sales of assets (including land) which have a value of less of £10,000 or less, disposal should be by competitive tender or public auction with notification via the Council's website, or as per the procedures below and in accordance with the Officer Scheme of Delegation.~~

CPR3940 ADVERTISEMENT

- 39.1 Where an asset (land or property) is marketed for sale, sales particulars will be produced and the asset will be advertised widely, including electronically, and by other means most appropriate for the subject asset. Sealed tenders will be invited by a specified closing date and may include the requirement for a binding contract pack together with payment of a 10% deposit to be submitted with the Tender. Any deposit would be refunded to unsuccessful tenderers. The sales particulars will advise interested parties that the Council is **not** obliged to accept any tender.
- 39.2 Sealed tenders will be opened and recorded in writing by the Head of Legal and Democratic Services or their nominated representative.
- 39.3 The highest offer will be accepted and reported to the Executive (except where delegated powers to officers allow the sale to be completed without reporting back to Executive). All marketing of the asset will cease at this stage.
- 39.4 In the event of a late tender which is higher than the highest tender received within 15 working days of the notified last date for tenders, all tenderers will be advised of the amount of the late tender and be requested to submit their 'best and final' financial tender in the form of a sealed bid by a set date no more than 15 working days following the receipt of the late tender. Only the first late tender received shall trigger the process by which best and final sealed tenders are invited. The tenders will be opened in accordance with Rule 39.2. The highest tender at that date must be accepted and no further offers shall be considered. Subject to the Executive's approval to accept the higher tender, Legal Services must then be instructed to complete the sale with early exchange of contracts.
- 39.5 Subject to the agreement of the Director of Resources, an exemption from Rules 40.1 will be granted if;
- a) the assets to be disposed of are so specialised that only a limited number of potential buyers are available but in such cases a reasonable number of those potential buyers shall be invited to submit tenders;
 - b) there would be no genuine competition (for whatever reason);
 - c) sales are to be by Auction.
 - d) Disposal is to be in accordance with CPR440, CPR412 or CPR423.

The reason for the exemption will be included in the report to the Executive recommending that the asset is declared surplus for disposal.

CPR401 DISPOSAL OF LAND AT A DISCOUNT

- 40.1 Ordinarily, in accordance with s123 of the Local Government Act 1972, the Council is required to obtain 'best consideration' for the disposal of land. However, the General Disposal Consent (England) 2003 includes provisions to allow disposal of land at less than 'best consideration'.
- 40.2 In addition to compliance with these Contract Procedure Rules where applicable, any disposal of land at a value less than 'best consideration' must only be undertaken;

- a) in accordance with the General Disposal Consent (England) 2003 which, amongst other things, limits the value of any discount to £2million; and
- b) with the approval of the Executive following a report including;
 - unrestricted value of the land (i.e. the best price reasonably obtainable for the land on terms that are intended to maximise consideration (and assessed in accordance with the General Disposal Consent (England) 2003);
 - the value of discount being given; the reasons for giving the discount;
 - the restricted value.

CPR4¹² LAND EXCHANGE (OTHERWISE REFERRED TO AS ‘LAND SWAPS’)

- 41.1 In the event that a land exchange is proposed to the Council, the prospective purchaser should express interest in acquiring the land in writing and specify the particular purposes for which the land is required and the equivalent land being exchanged. The Council's land should not be exchanged for speculative purposes. No respective land values should be discussed or agreed at this stage.
- 41.2 Following a report from the Responsible Officer setting out the benefits and disadvantages of the proposal and any financial and legal implications including respective independent valuations of each area of land, the Executive will consider the proposed land exchange and the reasons why it is being recommended. The Executive will decide (acting on behalf of the Council in its capacity as Vendor) if the proposal is acceptable in principle and whether to agree in the particular circumstances (which will be recorded) that the negotiations should proceed following this procedure.
- 41.3 Following approval in principle by the Executive, the Responsible Officer will inform the prospective purchaser that;
 - a) the Council is following this procedure;
 - b) until such time as a legally binding agreement to dispose of the land is entered into, the Council is obliged to consider any other offers for the land which may be received.
- 41.4 Negotiations must be in writing.
- 41.5 Subject to the proposed land exchange being considered reasonable, the terms and conditions of the disposal will be reported to the Executive for approval.
- 41.6 In the event that the land exchange needs to be dealt with urgently, the approval of the Strategic Director in consultation with the Group Leaders will be sought and the terms reported to the next meeting of the Executive. The application of this rule should be by exception and should not be the normal procedure for land exchanges.
- 41.7 If applicable, exchange of contracts for the land exchange should be conditional upon planning permission being obtained for the use proposed by the purchaser. In the event that planning permission is not granted, the Council will not be liable to the prospective purchaser for any costs relating to the proposed exchange.

CPR4²³ DISPOSAL BY WAY OF NEGOTIATED TENDER PROCEDURE FOR SALE TO ONE PARTY

- 42.1 The prospective purchaser should express interest in acquiring the land in writing and specify the particular purposes for which the land is required. The land should not be required for speculative purposes. No price should be discussed at this stage.
- 42.2 The Executive will consider the proposed use of the land and the reasons why it is being recommended that negotiations should proceed by way of negotiated tender for disposal to one party.
- 42.3 The Executive will then decide (acting on behalf of the Council in its capacity as Vendor) if the proposed use is acceptable, whether to declare the land surplus to requirements and whether to agree in the particular circumstances (which will be recorded) that the negotiations should proceed following this procedure. Prior to this, Property Services should establish whether any planning uses other than the one proposed by the purchaser will yield a higher value and inform the Executive if this is the case so that this can be considered as part of the decision to dispose of the asset. Negotiations must be in writing.
- 42.4 The prospective purchaser should be informed that;
- a) the Council is following this procedure;
 - b) until such time as a legally binding agreement to dispose of the land is entered into, the Council is obliged to consider any other offers for the land which may be received.
- 42.5 The prospective purchaser should be invited to make a 'best and final' financial offer for the land taking into account any terms and conditions of the sale, state and condition of the land.
- 42.6 If the 'best and final' financial offer is considered to be reasonable, the terms and conditions of the disposal will be reported to the Executive for approval.
- 42.7 In the event that the disposal needs to be dealt with urgently, the approval of the Strategic Director in consultation with the Group Leaders will be sought and the terms reported to the next meeting of the Executive. The application of this rule should be by exception and should not be the normal procedure for disposal.
- 42.8 If appropriate the exchange of contracts to dispose of the land to the prospective purchaser may be conditional upon planning permission being obtained for the use proposed by the purchaser. In the event planning permission is not granted, the Council will not be liable to the prospective purchaser for any costs incurred relating to the proposed disposal.

CPR434 CONTRACTS TO BE IN WRITING

- 43.1 Unless the assets to be disposed of are such that the title passes on delivery, every contract shall be in writing.

APPLICATION FOR EXEMPTION FROM CONTRACT PROCEDURE RULES

Contact Officer:		Date of request:	
Directorate:		Service Area:	
Name of Contractor:			
Address of Contractor:			
Contact Name for Contractor:			
Amount of the contract (Net): (estimated or actual)		Expenditure Code and Budget Provision (please provide the expenditure code and confirm whether or not the scheme is grant funded)	
Contract awarded date:			
Contract start date: (estimated or actual)		Contract extension available: Y/N	
Contract end date: (estimated or actual)		Total option to extend in months if Y:	
Procurement process used (click box): Request for Quote ☐ Invitation to Tender ☐ Other (please state in adj. box) ☐			
Nature of Contract: (include items/services to be provided)			
Is the Request retrospective? Yes / No			
NOTE: Where this request is retrospective, the Manager must explain in writing why prior approval was not sought. Retrospective requests shall be reviewed by the Monitoring Officer and reported to Accounts & Audit Committee as a category distinct from prospective exemptions.			
Are there any Conflicts of Interest with this request? Yes / No			

Please outline the CPR’s you wish to exempt (please quote para no.)

Please explain why you want an exemption to the above CPR and how you have satisfied yourself that the procurement requirements do not apply?

How was this particular contractor selected and what evidence do you have to demonstrate value for money? How was this particular contractor selected and what evidence do you have to demonstrate value for money? Have any alternative arrangements been considered?
What is the proposed action to be taken at the end of the exception? (i.e. contract terminates or to be re-commissioned/procured- if the latter please provide further details of how this will be achieved.)

APPROVAL REQUEST

The information provided on this form is correct. The proposed expenditure is within Budget and Policy Framework and is in accordance with the requirements of the Contract Procedure Rules with the exception of those for which an exemption is being applied for.

Signature of Director / Head of Service	Date:
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Please email completed forms to ~~Phil Hartup, System Accountant~~ the Corporate Procurement officer, Finance.

FINAL SIGN OFF BY DIRECTOR OF RESOURCES

TO BE DELETED AS APPROPRIATED

Accepted

I have no objections to the exemption sought and I am satisfied that value for money can be demonstrated.

Signature of Director of Resources	Date:
Date reported to Accounts & Audit Committee:	

EQUALITY CONSIDERATIONS IN PROCUREMENT

Background

When conducting procurement activities, the Council must ensure it meets the legal obligations under the Equality Act 2010 and its associated Public Sector Equality Duty in a way that is consistent with achieving value for money and relevant public procurement law.

What is the Public Sector Equality Duty?

The PSED is contained within section 149 of the Equality Act 2010. It requires those public bodies which are subject to the duty, to have due regard to the three aims of the duty:

- Eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act;
- Advance equality of opportunity between people who share a protected characteristic and people who do not share it; and
- Foster good relations between people who share a protected characteristic and people who do not share it.

The PSED should help to ensure that public goods and services are accessible to, and meet the diverse needs of all users to ensure that no one group is disadvantaged in accessing public goods and services.

Who does the duty apply to?

The PSED applies to the public bodies listed in Schedule 19 to the Equality Act 2010 (when they are exercising their functions, including procurement) and to other organisations when carrying out a public function¹. In terms of public procurement, departments should be aware of the following:

- Contracting out a service to which the PSED applies – if a department is contracting out a service to which the PSED applies, the department will need to consider whether the contractor would need to meet certain requirements of the PSED in carrying out that service so that the department can fulfil its duty.
- Contracting out a public function – the successful contractor will be required to fulfil the requirements of the PSED in respect of the public function that it is performing but not beyond that function, e.g. in its wider business/functions. Although this is a statutory duty on the contractor, it would usually be set out in the contract conditions. In addition to the statutory duty on the contractor, the department's PSED itself is non-delegable and so, the public body subject to the PSED remains liable for compliance with its duty and not the contractor.

‘Due regard’ and assessing relevance

The public procurement rules allow for equality-related issues to be taken into account in the procurement process where they are relevant to the subject matter, or relate to the performance, of the contract. ‘Due regard’ in the context of public procurement means consciously considering the relevance of the three aims of the duty to the individual procurement and ensuring that where equality issues are incorporated into the procurement process, it is done in a proportionate way (i.e. the actions taken are proportionate to the degree of relevance of the equality issue to the individual procurement), taking into account value for money. It is important that the issues are looked at substantively and with an open mind, it is not enough to just note that there will be no negative impact, as there are parts of the duty which look at whether positive improvements can be made. It is good practice for those subject to the PSED to keep a record of the process of consideration to help demonstrate they have given real consideration to the three aims (whether or not equality is relevant to what is being procured). Departments should also be aware of their obligations to publish certain information under the Equality Act 2010 (Specific Duties Regulations)

The degree of relevance of equality will vary depending on the individual procurement.

For services, the degree of relevance is likely to be greater if:

- The service involves direct contact with the public
- The service combines technical performance with provision directly to the public, for example, transport services and communication services;
- The service will be performed on the public authority’s premises, where the contractor’s workforce will be in contact with the public authority’s employees, for example, facilities management services.

For goods, the degree of relevance of equality is likely to be greater if:

- The goods need to meet specific technical needs of the user, for example, meeting the needs of disabled people to ensure that the goods are fit for purpose.

For works, the degree of relevance of equality is likely to be greater if:

- The works need to ensure accessibility for disabled people, for example, building accessibility for disabled people;
- The works are being performed on the public authority’s premises where the contractor’s workforce will be in contact with the public authority’s employees or members of the public.

The extent to which equality can be reflected in the procurement process varies depending on both the degree of relevance of equality to the individual procurement and on the stage of the procurement process. A case-by-case assessment is needed. If in doubt, departments should seek advice from Legal Services.

Where it is clear from the start of the procurement, having conducted pre-procurement engagement and in identifying the need, that equality is not relevant to what is being procured, no further consideration or actions are required. The PSED is a continuing duty so if equality is a relevant consideration in what is being procured it should be considered at an early stage and throughout the procurement process (both beforehand and at the time a relevant decision is being made). As a matter of good practice, departments may wish to keep some formal record to show that they have considered the duty in conducting a procurement exercise.

Ensuring transparency

In keeping with relevant procurement law and the Government's commitment to be more transparent about how public money is spent, where equality requirements are being incorporated into the procurement process, this must be clearly set out in the tender documents and resulting contract documents.

Under the Government's transparency policy, all central government tender documents and contract for procurements over the value of £10,000 must be published on Contracts Finder. Greater transparency of tender documents and contracts will provide some indication as to whether and how equality has been incorporated into a particular procurement. This information will allow potential providers and the public to hold the Council to account where they believe that relevant equality considerations are not adequately addressed in a particular procurement or where they believe that such matters have not been incorporated in a proportionate way.

Appendix C

Government Guidance Thresholds and Inclusion of VAT

[Guidance: Thresholds \(HTML\) - GOV.UK](#)

- UK Limit
- Good and Services £207,72014,994 (including VAT), £173,1009,987 (excluding VAT)
- Works £5,193,000 (including VAT), £4,327,500 (excluding VAT)

Appendix D

Agent	A person or organisations acting on behalf of the Council or on behalf of another person
Award Criteria	The criteria by which the successful quotation or tender is be selected
Award Procedure	The procedure for awarding a contract as specified in Rules CPR19,20, and 27
Below Threshold Contract	A below-threshold contract is a public contract for goods, works, or services with an estimated value below the statutory thresholds set out in Schedule 1 of the Procurement Act 2023 .
Best Value	The duty, which Part 1 of the Local Government Act 1999 places on local authorities, to secure continuous improvement in the way in which functions are exercised, having regard to a combination of economy, efficiency and effectiveness as implemented by the Council. The terminology has now in many cases been superseded by Value for Money.
Bond	An insurance policy: if the contractor does not do what it has promised to do under a contract with the Council, the Council can claim from the insurer the sum of money specified in the bond (often 10% of the contract value). A bond is intended to protect the Council against a level of costs arising from the contractor's failure.
Candidate	Any person who asks or is invited to submit a quotation or tender
Chief Officer	The officers defined as such in the Council's Constitution
Code of Conduct (employee)	The code regulating the conduct of Officers
Committee	A committee which has the power to make decision for the Council, for example a joint committee with another local authority, but not a scrutiny committee
Constitution	The constitutional documents approved by the Council which; • Allocates powers and responsibilities within the Council and between it and others • Delegates authority to act to the Executive, Committees and Officers • Regulates the behaviour of individuals and groups through rules of procedure, codes and protocols
Consultant	Someone employed for a specific length of time to work to a defined project brief with clear outcomes to be delivered, who brings specialist skills or knowledge to the role, and where the Council has no ready access to employees with the skills, experience or capacity to undertaken the work
Contracting Decision	Any of the following decisions; • Composition of approved lists • Withdrawal of invitation to tender

	• Whom to invite to submit a quotation or tender • Shortlisting • Award of contract • Any decision to terminate a contract
Exempted Contract	An exempt procurement is a contract specifically listed in Schedule 2 of the Procurement Act 2023 that is exempt from standard competitive tendering rules. These contracts allow public authorities to avoid costly, lengthy, or inappropriate procurement processes for specific needs, such as national security, acquisition of Land/buildings, public employment, legal services etc.
Financial Procedure Rules	The Financial Procedure Rules outlining officer responsibilities for financial matters issued by the Director of Resources in accordance with the Council's Constitution.
Framework Agreement	An agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price, and where appropriate, the quantity envisaged.
Government Procurement Agreement	The successor agreement to the General Agreement on Trade and Tariffs.
Invitation to Tender (ITT)	Invitation to Tender documents in the form required by these Contract Procedure Rules.
Most Advantageous Tender (MAT)	Similar to MEAT (below), but new guidance providing greater reassurance to contracting authorities that they can take a broader view of what can be included in the evaluation of tender in assessing value for money including social value as part of the quality assessment.
Most Economically Advantageous Offer/ Tender (MEAT)	From the Council's perspective the most economically advantageous offer from a Supplier assessed by reference to relevant evaluation criteria linked to the subject matter of the contract in question for example, quality, price, technical merit, aesthetic and functional characteristics, running costs, cost effectiveness, after sales service and technical assistance, delivery date and delivery period or period of completion
Nominated Suppliers and Sub Contractors	Those persons specified in a main contract for the discharge of any part of that contract.
Non Commercial Considerations	• The terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion, transfer or training of or the other opportunities afforded to, their workforces ('workforce matters'); • Whether the terms on which contractors contract with their sub-contractors constitute, in the case of contracts with individuals, contracts for the provision by them as self employed persons of their services only; • Any involvement of the business activities or interests of contractors with irrelevant field of government policy; • The conduct of contractors or workers in industrial disputes between them or any involvement in the business activities of contractors in industrial disputes between other persons; • The country or territory of origin of supplies to, or the location in any country or territory of the business activities or interests, of contractors; • Any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees;

	- Financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support; - Use or non use by contractors of technical or professional services provided by the authority under the Building Act 1984 Workforce matters and industrial disputes as defined above cease to be non commercial considerations to the extent necessary or expedient to comply with Best Value, or where there is a transfer of staff to which the Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE) may apply.
Parent Company Guarantee	A contract which binds a parent of a subsidiary company as follows: if the subsidiary company fails to do what it has promised under a contract with the Council, the Council can require the parent company to do so instead.
Procurement Strategy	The document setting out the Council's approach to procurement and key priorities for the next few years.
Public Contract	A public contract is a contract entered into by a contracting authority with a value above the relevant threshold that is not exempted by Schedule 2 of the Procurement Act 2023 (Act) .
Quotation	A quotation of price and any other relevant matter (without the formal issue of an Invitation to Tender).
Relevant Contract	Contracts to which these Contract Procedure Rules apply.
Responsible Officer	The officer designated by the Chief Officer to deal with the contract in question. Ordinarily, this will be a member of Corporate Leadership Team.
Shortlisting	The process of selecting candidates who are to be invited to quote or bid or to proceed to final evaluation.
Social Value	Social value is the positive, often non-financial, impact an organization has on society, the environment, and the economy, beyond its core commercial activities. It measures improvements in community wellbeing—such as job creation, carbon reduction, or training
Tender	A candidate's proposal submitted in response to an Invitation to Tender.
Total Value	The whole of the value or estimated value (in money or equivalent value) for a single purchase or disposal calculated as follows; - Where the contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the period; - Where the purchase involves recurrent transactions for the same type of item, by aggregating the value of those transactions in the coming 12 months; - Where the contract is for an uncertain duration, by multiplying the monthly payment by 48 months or the annual payment by 4 years; - For feasibility studies, the value of the scheme or contracts which may be awarded as a result; - For nominated suppliers and sub contractors, the total value shall be the value of that part of the main contract to be fulfilled by the nominated suppliers and sub contractors.
Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)	Subject to certain conditions, these regulations apply where responsibility for the delivery of works or services for the authority is transferred from one organisation (e.g. private contractor, local authority in house team) to another (e.g. following a contracting out or competitive tendering process) and where the individuals involved in carrying out the work are transferred to the new employer. These regulations seek to protect the rights of employees in such transfers, enabling them to enjoy the same terms and conditions, with continuity