APPENDIX 16 CONTRACT PROCEDURE RULES

INTRODUCTION

The Local Government Act 1972 (Section 135) requires that Local Authorities make Standing Orders in respect of contracts for the supply of goods, services and materials or the execution of works to ensure competition and regulate the way tenders are invited.

These Contract Procedure Rules (CPRs) provide a corporate framework for the ***procurement*** of all ***Goods, Services*** and ***Works*** for the Council, including ***concession contracts***. These ***Rules*** apply to all procurements commenced on or after 24 February 2025 when the ***Procurement Act 2023*** came into force. Any procurements commenced prior to that date (or contracts procured off a framework or similar arrangement established prior that date) shall continue to be governed by the requirements of the Public Contracts Regulations 2015 (**"PCR"**).

Procurement decisions are among the most important decisions a manager will make because the money involved is public money and the Council is concerned to ensure that high quality goods, works and services are provided. The Council's reputation is equally important and should be safeguarded from any imputation or dishonesty or corruption.

These Rules are not intended as detailed guidance for implementation. Any ***procurement guidance*** issued by the Council's ***Director of Corporate Services*** must be taken into account, including the **Buying Responsibly Guides**.

1. CSO 1 – COMPLIANCE

1.1 Every contract made by the Council or on its behalf should comply with all applicable legislation from time to time in force and these Contract Standing Orders and Financial Standing Orders.

1.2 For these reasons failure to comply with Contract Standing Orders when letting contracts will fall within the scope of the Council's Officer Code of Conduct and / or Disciplinary code.

1.3 Employees have a duty to report breaches of Contract Standing Orders to either a Strategic Director, the Head of Procurement, the Head of Internal Audit, the Monitoring Officer or the Section 151 Officer.

Download a copy of the Councils Officer Code of Conduct

https://www.torfaen.gov.uk/en/Related-Documents/Democratic-Services/Constitution/Appendix-15.pdf

1.4 These Contract Standing Orders apply to all contractors for the supply of goods, services and works including the appointment of consultants.

Download a copy of the Guidance on the Procurement of Consultants

http://swoop.torfaen.gov.uk/Intranet/ToolsAndResources/Contract-Standing-Orders/Documents/Guidance-on-the-Procurement-of-Consultants.pdf

1.5 Schools are required to comply with the Local Management of Schools – Scheme of Delegation.

Download a copy of the Local Management of Schools – Scheme of Delegation

http://swoop.torfaen.gov.uk/Intranet/ToolsAndResources/Contract-Standing- Orders/Documents/Local-Management-of-Schools-Scheme-of-Delegation.pdf

1.6 The Director of Corporate Services is authorised to make changes to the linked operational procedures.

1.7 All Procurement Exercises shall comply with the Council's Policies regarding the Wales Procurement Policy Statement, the Well-being of Future Generations (Wales) Act 2015, Socially Responsible Procurement and the Welsh Language.

2. CSO 2 – DECLARATIONS OF INTEREST

2.1 Employees are required to complete a Code of Conduct declaration on appointment or change of role which shall be reviewed and signed by their Strategic Director. Employees are required to notify any changes in circumstances to their Strategic Director.

Download a copy of the Employees Code of Conduct

https://swoop.torfaen.gov.uk/Intranet/en/Document-Library/HR-Policies/CodeofConductforEmployees.docx

2.2 The Council must undertake a "conflicts assessment" before publishing a tender or transparency notice or a dynamic market notice. If a conflict of interest or potential conflict of interest is identified the Council must set out the steps it has taken or will take to demonstrate that no such conflict of interest exists. The Council must keep any assessment under review, revise as is necessary and when publishing any notice confirm that a conflicts assessment has been prepared and revised in accordance with the Procurement Act (Part5).

3. CSO 3 –EXEMPTIONS / DIRECT AWARD AND EXCEPTIONS FROM CONTRACT STANDING ORDERS

3.1 EXEMPTIONS

3.1 Contracts which are not required to be tendered are:

3.1.1 Purchases or sales by auction

Download a copy of the purchases or sales by auction guidance http://swoop.torfaen.gov.uk/Intranet/ToolsAndResources/Contract-Standing- Orders/Documents/Purchases-or-sales-byauction.doc

3.1.2 Contracts for the sale of land.

3.1.3 Contracts for the engagement of Counsel.

3.1.4 Exempted Contracts as detailed in Schedule 2 of the Procurement Act 2023.

3.1.5 Orders placed under a corporate framework arrangement or contract arranged by the Head of Procurement.

http://swoop.torfaen.gov.uk/Intranet/ToolsAndResources/Contract-Standing- Orders/Documents/Corporate-frameworkarrangementscontracts-arranged-by- the-Head-of-Procurement.doc

3.1.6 Orders placed under any other Framework Arrangements (eg Regional or national frameworks) that has been approved by the Head of Procurement. Not all Framework Contracts are the same, thus the advice of the Head of Procurement shall be sought before proceeding.

3.1.7 Orders placed with such consortia / Central Purchasing Bodies as may be approved by the Head of Procurement provided, he/she is satisfied that the purchasing arrangements of the consortia / Central Purchasing Bodies in question comply with current UK legislation and provide value for money.

3.1.8 Individual Social Care Contracts which are established through the Council’s Care Management Process.

3.2 DIRECT AWARDS AND EXCEPTIONS

3.3 Direct Awards and Exceptions will not be granted as a matter of administration convenience and must be justified and supported by documented and evidenced reasons as to the legitimate need for the exemption to be granted. Ardal Exceptions Guidance must be followed and adhered to.

3.4 Where a Direct Award or exception is sought from tendering or price testing, the report must justify the use of an alternative method of selection so that propriety value for money and compliance with the Procurement Act 2023 and the Procurement (Wales) Regulations 2024 can be demonstrated, such as:

3.4.1 Where it is deemed necessary by regulations to protect life, health or public safety.

3.4.2 Where the contract is for the supply of user choice services, as designated by regulations and supplied for the benefit of the individual.

3.4.3 Where the contract is for the supply of prototypes or the testing, viability research or development of other novel (that is, developed at the request of the contracting authority) services

3.4.4 The creation or acquisition of a unique work of art or artistic performance.

3.4.5 Only one supplier can supply the goods, works or services because of intellectual property or other exclusive rights and there are no reasonable alternatives.

3.4.6 Only one supplier can supply the goods, works or services due to the absence of competition for technical reasons and there are no reasonable alternatives.

3.4.7 The extension or partial replacement of existing goods, services or works by the existing supplier where a change in supplier would result in receiving different or incompatible goods or services, resulting in disproportionate technical difficulties in operation or maintenance.

3.4.8 The supply of similar goods, services or works by an existing supplier where the existing contract was awarded competitively to the existing supplier in the last five years and the tender notice for the award specifically mentioned the contracting authority's intention to use this direct award justification.

3.4.9 Goods purchased on a commodity market.

3.4.10 A contract on particularly advantageous terms because the supplier is undergoing insolvency proceedings.

3.4.11 The goods, services or works are strictly necessary because of extreme and unavoidable urgency and cannot be awarded in a competitive tendering procedure.

3.5 Seeking approval for an exception from Contract Standing Orders as per CSO 3, approval level will depend on value of contract as per CSO 3.3 tables below for both TCBC and Schools.

3.6 An Ardal Pre Tender Report (TCBC) must be completed using the link below

https://forms.office.com/e/DXAGVNwaqr

3.7 DIRECT AWARD AND EXCEPTIONS AND CONTRACT GRANTED BY TCBC AND SCHOOLS

Net Value Range (£)		Direct Award or Exception to CPR granted by TCBC
From	To	
£0	£25,000	An exception is not required
£25,000	£75,000	Relevant Strategic Director after consultation with the Head of Procurement (or their delegated representative * as described below).
£75,001	£150,000	Relevant Strategic Director after consultation with Monitoring Officer, Section 151 Officer and Head of Procurement (or their delegated representative* as described below).
£150,001	£1,000,000	Relevant Strategic Director in consultation with the relevant Executive Member and, after consultation with the Monitoring Officer, Section 151 Officer and the Head of Procurement. (or their delegated representative * as described below).
£1,000,000	£2,000,000	Relevant Strategic Director in consultation with the relevant Executive Member, Leader and Chief Executive and after consultation with the Monitoring Officer, Section 151 Officer and the Head of Procurement. (or their delegated representative * as described below).
£2,000,000	Unlimited	Cabinet or Pensions Committee
** Head of Procurement* *Agreeing a Direct Award or a reduced number of tenders up to and over £150K (exemptions) Consultation on Chief Officer reports up to and over a £5M* *Senior Category Manager* *Agreeing a Direct Award or a reduced number of tenders up to £150K (exemptions) Consultation on Chief Officer reports up to £5M* *Category Manager* *Agreeing a Direct Award or a reduced number of tenders up to £150k (exemptions) Consultation on Chief Officer reports up to £1M*		

Net Value Range (£)		Direct Award or Exception to CPR granted by Schools
From	**To**	
£0	£10,000	An exception is not required
£10,001	£75,000	Headteacher after consultation with the Head of Procurement. (or their delegated representative * as described below).
£75,001	£150,000	Headteacher after consultation with the Monitoring Officer, Section 151 Officer and Head of Procurement. (or their delegated representative* as described below).
£150,001	£1,000,000	Headteacher in consultation with the Chair of the Governing Body and, after consultation with the Monitoring Officer, Section 151 Officer and the Head of Procurement. (or their delegated representative * as described below).
£1,000,000	£2,000,000	Headteacher in consultation with the Chair of the Governing Body Leader and Chief Executive and after consultation with the Monitoring Officer, section 151 officer and the Head of Procurement (or their delegated representative * as described below).
£2,000,000	Unlimited	Cabinet

***** *Head of Procurement***

Agreeing a Direct Award or a reduced number of tenders up to and over £150K (exemptions) Consultation on Chief Officer reports up to and over a £5M

Senior Category Manager

Agreeing a Direct Award or a reduced number of tenders up to £150K (exceptions) Consultation on Chief Officer reports up to £5M

Category Manager

Agreeing a Direct Award or a reduced number of tenders up to £150k (exceptions) Consultation on Chief Officer reports up to £1M

4. CSO 4 – ESTIMATES OF CONTRACT VALUE FOR SUPPLIES, SERVICES AND WORKS.

4.1 The Strategic Director shall record on the Pre-Tender Report Form an estimate net (i.e. excluding VAT) sum in writing of the likely expense of executing the work, or the provision of goods or services.

Download a copy of the Ardal Pre Tender Report (TCBC) which must be completed using the link below

https://forms.office.com/e/DXAGVNwaqr

4.2 The estimated value of the contract is the maximum amount the Council could be expected to pay under the contract, including any amounts already paid and must take account of all available facts which are material to the estimate.

4.3 The amount the Council could expect to pay includes the following:

4.3.1 The value of any goods, services or works provided by the contracting authority under the contract other than for payment.

4.3.2 Amounts that would be payable if an option in the contract to supply additional goods, services or works were exercised.

4.3.3 Amounts that would be payable if an option in the contract to extend or renew the term of the contract were exercised.

4.3.4 Amounts representing premiums, fees, commissions or interest that could be payable under the contract.

4.3.5 amounts representing prizes or payments that could be payable to participants in the procurement.

4.4 No procurement may be artificially split to avoid compliance with these Contract Standing Orders, the Procurement Act 2023 and the Procurement (Wales) Regulations 2024.

5. CSO 5 – OBTAINING QUOTATIONS / TENDERS FOR CONTRACTS

5.1 Directorates must undertake all procurements in accordance with the Ardal Buying Responsibly Guides, click on the link below to download a copy of the relevant buying responsibility guide(s):

An Introduction to Buying Responsibly

Getting Started

Route 1 (up to £25,000)

Route 2 (£25,000 to £75,000)

Route 3 (£75,000 to Procurement Act Threshold)

Route 4 (Above Procurement Act Threshold)

Procurement of Goods, Services and Works up to £75,000.

5.2 All procurements under £75,000 net value must follow the process in the table below **and a <u>digital Quotation Record Form</u>** must be completed. Directorates must use and follow the relevant Buying Responsibly Guide(s) above.

Route / Value (*excluding VAT)	**Recommended**	**Minimum Requirements (where call of from FW comply with minimum requirements)**	**Notice Publication Requirement (PA2023)**
Route 1 £0-£25k	Invite 3 quotes	1 written quotation via email where you can demonstrate value for money and record all contracts over £10k* on Quotation Record Form	None
Route 2 £25K - £75K*	Advertise opportunity through S2W	Invite 2 quotes through Sell2Wales	Below Threshold Tender Notice where advertised Contract Details Notice for all awards including without competition

Procurement of Goods, Services and Works above £75,000.

5.3 The Service Area must notify the Procurement Team as soon as possible of their requirements and ensure the tender is on the Contract Forward Plan, failure to do this may result in delays in issuing the tender. Where practical, at least 6 months in advance of the need.

5.3.1 All requirements must be managed on the Council's electronic procurement system or on Sell2Wales the national procurement website and tenders are invited to use a Procurement Act procedure.

5.3.2 The Council's Pre-Tender Report (PTR) Form must be used to record the procurement actions taken for goods, services and works over £75,000.

Route / Value (*excluding VAT)	Recommended	Minimum Requirements (where call of from FW comply with minimum requirements)	Notice Publication Requirement (PA2023)
Route 3 £75K* - PA2023 thresholds	Advertise through S2W	Invite 4 tenders through S2W	Various in accordance with PA2023
Route 4 PA2023 thresholds and above	Preliminary Market Engagement	Advertise through S2W	

Download the Responsible Guide(s) for your reference:

Route 3 (£75,000 to Procurement Act Threshold)

Route 4 (Above Procurement Act Threshold)

5.3.3 The Head of Procurement should be consulted prior to any contract exceeding the current tendering threshold prior to commencing the tendering process.

6. CSO 6 – PRE-TENDER / QUOTATION ENQUIRES

6.1 Enquiries of providers may be made before tenders or quotations are invited in order to:

6.1.1 Establish whether the goods, works or services the Council wishes to purchase are available and within what price range;

6.1.2 Prepare tender documents, price estimates and contracts.

6.1.3 Establish whether particular providers wish to be invited to tender or quote.

6.2 In making enquiries;

6.2.1 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.

6.2.2 No provider will be lead to believe that the information they offer will necessarily lead to them being invited to tender or quote or be awarded the contract.

6.2.3 Where the value of the procurement exceeds PA23 threshold, a Preliminary Market Engagement Notice must be published.

7. CSO 7 – RECEIPT OF TENDERS

7.1 Tenders shall be received on the e-tender system approved by the Section 151Officer.

7.2 Tenders received after the date and time for receipt of tenders will only be opened and considered with the agreement of Head of Procurement (or their nominated officer, who should be at Head of Service level or above) if this was the result of an identified system wide failure of the Council's e-procurement system Proactis (and not the bidders' ICT system) and notification has been received by the Council in advance of the tender deadline.

8. CSO 8 – OPENING OF TENDERS

8.1 Tenders shall only be opened on the Proactis e-tender system at the end date and time as shown on the system; as been approved by the Section 151 Officer.

9. CSO 9 – ASSESSMENTS AND EVALUATIONS

9.1 For each contract with an estimated value of more than £75,000 in respect of Goods, Services and Works, the service area project team leader shall form an evaluation team with responsibility for evaluating tenders. Written records of the membership of the Evaluation Team and evaluations must be kept. The minimum number of people in the Evaluation Team is three, unless the Procurement Team agree to change the minimum number.

9.2 The Evaluation Team shall examine tenders in accordance with the predetermined evaluation criteria for the quotes / tenders and identify quotes / tenders that best meet the criteria. The evaluation criteria shall be strictly observed (and always remain unchanged) throughout the contract award procedure.

9.3 As a general rule, no adjustment or qualification to any quote or tender(s) submitted is permitted. Errors found during the examination of quotes or tenders shall be dealt with in one of the following ways:

9.3.1 If the error is not arithmetical the tenderer shall be given details of the error(s) and shall be given the opportunity of confirming without amendment or withdrawing the quote or tender; or

9.3.2 If an arithmetical error is found only the Service Area Project Team Leader shall correct the error(s) provided that, apart from these genuine arithmetic error(s), no other adjustment revision or qualification is permitted. An appropriate record shall be kept.

9.4 If the winning tenderer 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 by the Monitoring Officer and Section 151 Officer after consideration of a report by the Strategic Director concerned.

10. CSO 10 – ACCEPTANCE OF TENDERS

10.1 A decision to award a contract above £75,000 shall be made by completing a digital Contract Award Report.

ACCEPTANCE OF TENDERS AWARD CRITERIA BASED ON VALUES

Net Value Range (£)		**Who can Award Contracts?**
From	**To**	
£0	£75,000	Contract awarded based on the lowest price or using most advantageous criteria (price and quality), which were either detailed in the advertisement or in the Invitation to Quote may be awarded on behalf of the Council by a relevant Strategic Director.
£0	£75,000	**Not** awarded based on the lowest price or most advantageous tender shall be awarded on behalf of the Council by the relevant Strategic Director in consultation with the relevant Executive Member and, after consultation with the Head of Procurement. (or their delegated representative * as described below).
£75,001	£150,000	Contract awarded based on the lowest price or most advantageous criteria, which were either detailed in the advertisement or in the Invitation to Tender, may be awarded on behalf of the Council by a Strategic Director in consultation with the Head of Procurement (or their delegated representative *as described below).
£75,001	£150,000	**Not** awarded based on the lowest price or most advantageous tender shall be awarded on behalf of the Council by the Cabinet or sub committee appointed by the Cabinet or Pension Committee for that purpose.
£150,001	£1,000,000	Awarded based on lowest price or most advantageous tender may be Awarded by Strategic Director in consultation with the relevant Executive Member and, after consultation with the Monitoring Officer, Section 151 Officer and the Head of Procurement (or their delegated representative * as described below).
£150,001	£1,000,000	**Not** awarded based on the lowest price or most advantageous tender shall be awarded on behalf of the Council Cabinet or sub committee appointed by the Cabinet or Pension Committee for that purpose.
£1,000,000	£2,000,000	Awarded based on the lowest price or most advantageous tender may be awarded on behalf of the Council by a Strategic Director in consultation with the relevant Executive Member, Leader and Chief Executive and, after consultation with the Monitoring Officer, Section 151 Officer and the Head of Procurement. (or their delegated representative * as described below).

£1,000,000	£2,000,000	**Not** awarded based on the lowest price or most advantageous tender shall be awarded on behalf of the Council by the Cabinet or Pension Committee or sub committee appointed by the Cabinet for that purpose.
£2,000,001	Unlimited	All contracts to be awarded on behalf of the Council by the Cabinet or Pension Committee or sub committee appointed by the Cabinet for that purpose.
**** Head of Procurement***		
Agreeing a Direct Award or a reduced number of tenders up to and over £150K (exemptions) Consultation on Chief Officer reports up to and over a £5M		
Senior Category Manager		
Agreeing a Direct Award or a reduced number of tenders up to £150K (exemptions) Consultation on Chief Officer reports up to £5M		
Category Manager		
Agreeing a Direct Award or a reduced number of tenders up to £150k (exemptions) Consultation on Chief Officer reports up to £1M		

10.2 No contract may be awarded unless the expenditure involved has been included in the approved budget or has been otherwise approved by or on behalf of the Council.

10.3 All contracts over the value of £25,000 must be recorded on the Council's Contract Register and via Sell2Wales as an award notice.

11. CSO 11 – STANDSTILL PERIOD

11.1 Before entering into a public contract the Council must publish a contract award notice. Before publishing a contract award notice, the Council must provide an assessment summary in the form of a standstill letter to each supplier that submitted an assessed tender. The assessment summary must provide information about the Council's assessment of the tender and if different, the most advantageous tender submitted in respect of the contract.

11.2 For contracts above Procurement Act Thresholds the Council may not enter into a public contract before:

- The end of the mandatory standstill period, or
- If later, the end of another standstill period provided for in the contract award notice.

11.3 The "mandatory standstill period" is the period of eight working days beginning with the day on which a contract award notice is published in respect of the contract. These requirements do not apply to contracts awarded:

- Under section 41 of the Procurement Act where a direct award has been made due to extreme and unavoidable urgency or to protect life etc.
- Awarded in accordance with a framework.
- Awarded by reference to a dynamic market.
- A light touch contract.

11.4 For contracts below PA23 Threshold, the Council may wish to include a 'Voluntary Standstill period'. A voluntary standstill period may not be less than a period of eight working days beginning with the day on which the contract award notice is published.

12. CSO 12 – LIQUIDATED DAMAGES, PERFORMANCE BONDS AND INSURANCE

12.1 The Senior Officer (of the Service Area requiring the procurement) is responsible for ensuring that a risk assessment is undertaken, to determine if a performance bond or performance guarantee is required. If appropriate, the advice of the Council's Finance officers should be sought.

12.2 Consideration should also be given to the appropriateness of including in the contract a provision for liquidated damages to be paid by the contractor in case the terms of the contract are not duly performed.

12.3 The above should be considered prior to going out to tender and if it may be required, provision included in the Tender

12.4 Where contracts exceed £250,000 in value the Head of Financial Services hall be consulted to determine whether a performance bond or a parent guarantee should be used.

Download a copy of the Performance Bond Requirement http://swoop.torfaen.gov.uk/Intranet/ToolsAndResources/Contract-Standing- Orders/Documents/Performance-Bond-Requirement.docx

12.5 Where construction projects exceed £250,000 the Project Officer shall liaise with the Insurance Manager to determine if the existing insurance arrangements in place are adequate. Separate bespoke insurance must be purchased for all construction projects over £500,000.

13. CSO 13 – FORM OF CONTRACT

13.1 A form of contract should be in place before the commencement of the work or supply of goods or services as follows: -

Net Value Range (£)		Form of Contract
£0	£75,000	Standard form of contract or otherwise approved by the Head of Legal Services
£75,001	Unlimited	Form of contract to be agreed with the Head of Legal Services.

14. CSO 14 – EXECUTION OF CONTRACTS

14.1 Contracts should be executed as follows: -

Net Value Range (£)		Execution by:
From	To	
£0	£75,000	Signed for and on behalf of the Council by the Hed of Legal Services or duly authorised officer except where: The Strategic Director shall consider in consultation with the Chief Legal Officer whether, having regard to the need for extension of the period of limitations, a Contract should be attested Under Seal.
£75,001	Unlimited	Made under the seal of the Council.

15. CSO 15 – CONTRACT MODIFICATION

15.1 Depending upon the nature of the modification proposed, the terms of the contract concerned, and scope of the original procurement exercise undertaken, contract modifications have the potential to amount to a new contract and/or procurement and can constitute a single tender award without advertisement and require a new procurement process.

15.2 It is essential that in cases of contract modification, s 74 PA 2023 and Schedule 8 thereof, are complied with and to that end the advice of the Head of Procurement should be obtained, if there is any uncertainty as to whether a Modification is permissible.

Complete the digital Contract Modification Form prior to agreeing any modification.

Link to be inserted

Appendix 1: Procurement routes and procedures

Where the Council carries out a procurement, which is fully regulated by the Procurement Act then the Council must use one of the following procurement procedures or route:

a. The Open Procedure - A single stage tendering procedure without restriction on who can submit tenders (Open procedure).

b. Competitive Flexible Procedure - such other competitive tendering procedure as the council considers appropriate for the purpose of awarding the public contract

c. Direct Award – where the justification applies under Schedule 5 of the Procurement Act a contract may be awarded directly to a Supplier without competition

d. Frameworks – a contract may be awarded in accordance with a framework. The framework call-off procedure must be followed

Appendix 2 - Definitions and Interpretations

In these Rules the following definitions apply:

Below threshold contract means a contract for the supply, for pecuniary interest, of goods, services or works to a contracting authority; a framework; or a concession contract, that has an estimated value of less than the 'threshold amount' for the type of contract (see Procurement Act Thresholds below)

Call off contract means a contract entered into following a procurement under a Framework Agreement.

Community Well-being Benefits means the delivery of social, economic and environmental benefit, through effective application of Community Benefits clauses in public contracts. The Community Well-being Benefits requirements should be used within tenders above £250,000 to capture each tenderers Community Well-being offer.

Concession Contracts means a contract between the Council and Contractor, for the supply, for pecuniary interest, of works or services to a contracting authority i.e. council where—

(a)at least part of the consideration for that supply is a right for the supplier/contractor to exploit the works or services, and

(b)under the contract the supplier/contractor is exposed to a real operating risk.

Construction Contract means a Works contract using an industry standard form of contract such as JCT, NEC or similar.

Contract means any form of agreement, contract (including, without limitation, purchase orders produced on the Council's e-procurement P2P system or any replacement of such system) for the supply of Goods, provision of Services or carrying out of Works and or concession contracts.

Contractor / Supplier means any contractor, supplier or provider with whom the Council enters into a Contract for the carrying out of Works, provision of Services or the supply of Goods.

Contracts Register means the register maintained (in such form as determine from time to time) by the Head of Procurement, which lists all contracts (except arrangements in respect of Land) concluded by the Council with a value in excess of £30,000 inc VAT. (See clause 30.3 of the CPR).

“Covered procurement” under the Procurement Act means the award, entry into and management of a public contract.

CPRs acronym for Contract Procedure Rules as may be amended from time to time.

Electronic procurement. The procurement of all goods, services and works conducted using the Council’s approved electronic procurement system, as specified from time to time by the Head of Procurement.

Excluded Supplier –

A supplier is an “excluded supplier” if:

(a)the Council considers that:

(i) a mandatory exclusion ground (see Schedule 6 of PA 2023) applies to the supplier or an associated person, and

(ii) the circumstances giving rise to the application of the exclusion ground are continuing or likely to occur again, or

(b)the supplier or an associated person is on the debarment list by virtue of a mandatory exclusion ground.

Excludable supplier –

A supplier is n “excludable supplier” if:

(a) the Council considers that:

(i) a discretionary exclusion ground (see Schedule 7 of PA 23) applies to the supplier or an associated person, and

(ii) the circumstances giving rise to the application of the exclusion ground are continuing or likely to occur again, or

(b) the supplier or an associated person is on the debarment list by virtue of a discretionary exclusion ground.

The Framework Agreement. An agreement with one or more Contractors, the purpose of which is to establish the terms (in particular with regard to price and quantity) governing a contract or contracts to be awarded during the period for which the framework agreement applies.

Goods covers all products, goods, supplies, substances and materials that the Council purchases, hires or otherwise obtains.

Grant(s) a sum of money paid or to be paid by the Council to a third party, and in respect of which the Council does not require the grantee to provide the Council with any Services, or Goods or carry out any Works for the Council’s direct benefit. The Grant(s) may be conditional (i.e. obligation to spend the Grant(s) in a particular manner, to account for that spend and repay the Grant(s) if the Grant(s) conditions are breached).

Head of Procurement means the Operational Manager – Commissioning and Procurement Services or any officers under their supervision or management to whom they delegate authority to carry out any of the obligations, duties or activities required to be performed by the Head of Procurement under these Rules or to act in their absence.

Legal Requirements means all English and Welsh law and associated guidance that governs and or relates to the procurement of goods, services and works and the letting of concession contracts.

Light Touch Contracts - Light touch contracts are contracts for certain social, health, education and other public services and are subject to more flexible procurement rules. One thing these services have in common is that they are services provided directly to individuals or groups of people and therefore warrant special treatment and greater flexibility.

Modification (formerly known as a variation)- means any alteration to a Contract, including additions, omissions, substitutions, alterations, or changes of any other nature.

Monitoring Officer. The officer designated by the Council as its Statutory Monitoring Officer as required under Section 5 of the Local Government and Housing Act 1989. In summary, it is the role of the Monitoring Officer to report on matters they believe to be illegal or amount to maladministration, to be responsible for matters relating to the conduct of councillors and officers and, to be responsible for the operation of the Council's constitution

Local Government and Housing Act 1989 - https://www.legislation.gov.uk/ukpga/1989/42/section/5"

Most Advantageous Tender (MAT). A tender evaluated on the basis of qualitative, technical and sustainable aspects of the tender submission as well as price when reaching an award decision.

Notices means the notices referred to in the PA 2023 and attached in Appendix 5

Novation - the process of substituting an existing contract with a replacement contract, or substitution of a new party for a previous party in a contract.

An "**operating risk**" (see concession contract) is a risk that the supplier/contractor will not be able to recover its costs in connection with the supply and operation of the works or services, where the factors giving rise to that risk—

(a) are reasonably foreseeable at the time of award, and

(b) arise from matters outside the control of the contracting authority/council and the supplier/contractor.

Permitted Modification means a modification to a contract which is permitted either under the Procurement Act or as set out in rule 30.

Procurement. Means, for the purposes of these rules, "the process whereby the Council meets it need for goods, services, works and utilities in a way that achieves value for money on a whole life basis in terms of generating benefits not only to the organisation, but also providing opportunity for how this money can be spent in a way that delivers wider economic, social, environmental and cultural well-being both locally and within Wales, but also to society and the economy, whilst minimising damage to the environment". It includes the identification of need, consideration of options, the actual procurement process and the subsequent management and review of the contracts. "Procurement" under the Procurement Act 2023 (PA 23) means the award of, entry into and management of a contract.

Procurement Act means the Procurement Act 2023 (PA 23) as amended from time to time

Procurement Act Thresholds are prescribed in Schedule 1 (Threshold Amounts) .
The current thresholds, inclusive of VAT are:

- Services £214,904
- Light Touch Regime for Services £663,540
- Supplies £214,904
- Works £5,372,609
- Concession contracts £5,372,609

The thresholds change every two years and are due to change again on 1st January 2026

Procurement Guidance. means the Guidance issued/to be issued from time to time by the Head of Procurement, in consultation with the Council's S151 and Monitoring Officers.

Procurement Team – officers working for, or seconded into, the Procurement Team.

Procurement Process means the process, which spans the whole life cycle of the procurement, from identification of needs, options appraisal, supplier selection, award, and contract management through to the end of a contract or the end of the useful life of the asset, or disposal of the asset.

Procurement Routes. Means the procurement procedure to be followed in the Procurement. For example:

- **The open procedure**
- **Competitive flexible procedure**

See Appendix 1 for an overview of the procurement procedures available. The appropriate procedure to use must be considered on a case-by-case basis, as it will depend on factors that are specific to each procurement.

Purchase Order means an electronic order raised and authorised via the Council's e-procurement system P2P system, or such other electronic system in force for the time being

Purchase-to-Pay (P2P) means the Council's electronic method of processing payments. The Council uses the Systems Applications and Products (SAP) software or any such software.

Quotation means a quotation of price and any other relevant detail submitted to the Council upon the Council's request, without the formal issue of an invitation to tender.

Regulated below threshold procurement means a below threshold contract that is not: a. an exempted contract as defined in Schedule 2 of the Procurement Act; b. a concession contract; or c. a utilities contract.

Regulations. means The Procurement (Wales) Regulations 2024, as amended from time to time.

Rules means these Contract Procedure Rules.

Section 151 Officer means the officer designated by the Council as its Statutory Section 151 Officer as required under Section 151 of the Local Government Act 1972.

Senior Officer means the holder for the time being of any post named in the Scheme of Delegations outlined in Part 3, Sections 4A – E of the Constitution or, if such is the case, named in a decision of the Cabinet, Council or one of its committees, as having delegated powers and duties in respect of the procurement concerned.

Services includes all services, which the Council purchases or otherwise obtains including advice, specialist consultancy work, agency staff and all those activities constituting Services for the purposes of the PA 23 or Regulations.

Single Tender and Reduced Number of Tenders means where these Rules allow (and for good reason and subject to a proper business case), the Council limits the minimum number of Tenderers to be invited to tender to one or a lesser number than would otherwise normally be required by these Rules given the estimated value of the Contract concerned.

Supplier / Contractor means any contractor, supplier or provider with whom the Council enters into a Contract for the carrying out of Works, provision of Services or the supply of Goods.

Request for Quotation (RFQ). Means a request to provide a price and any other relevant detail, without the formal issue of an invitation to tender.

Tenderer(s) individual, individuals, partnerships, companies or other bodies invited to submit quotes/tenders/prices for providing the Council with Services, supplying Goods or carrying out Works.

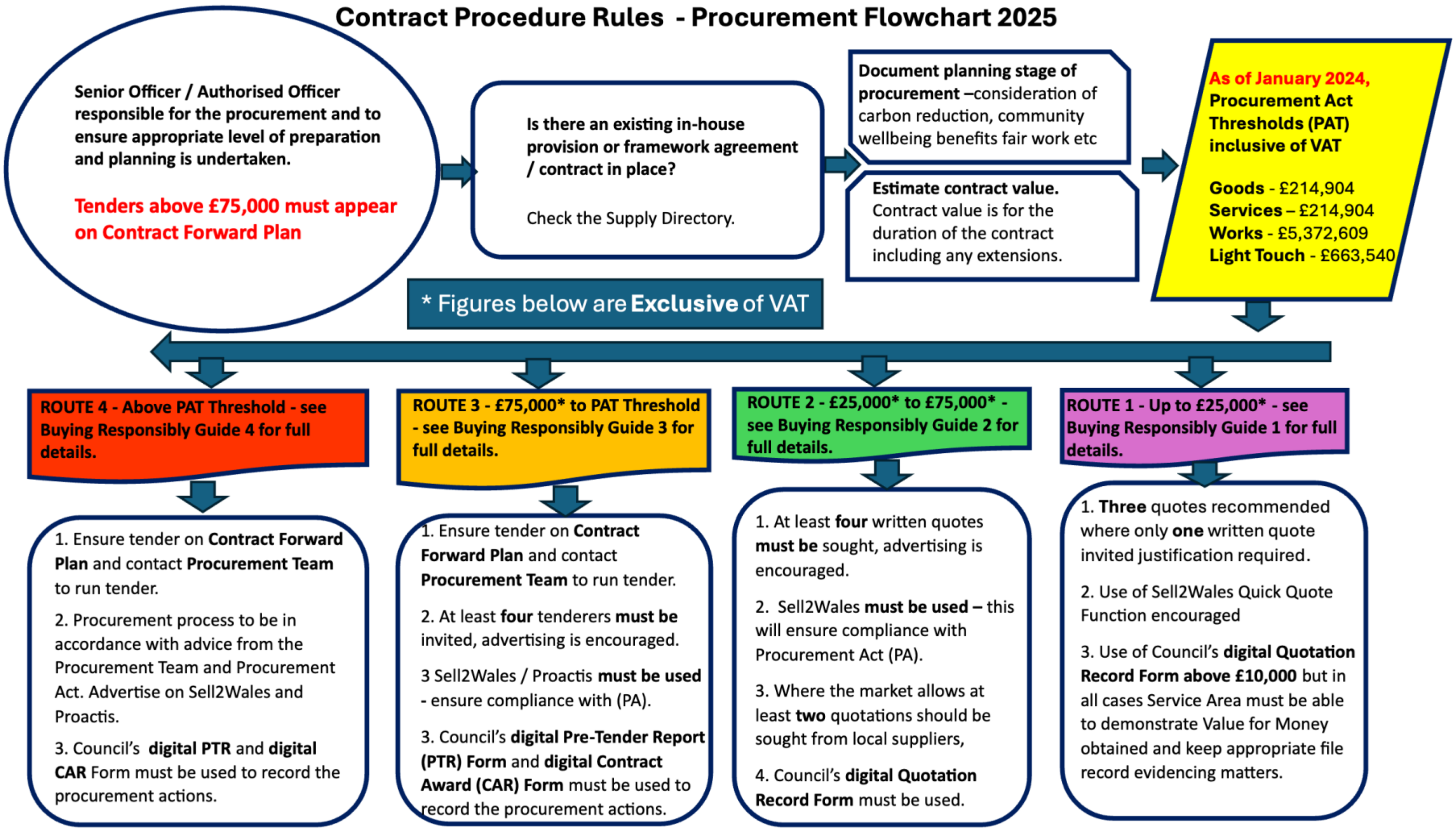
Value for Money should be considered as the optimum combination of whole-of-life costs in terms of not only generating efficiency savings and good quality outcomes for the organisation, but also benefit to society, the economy, and the environment, both now and in the future.

Variant Bid means an offer/bid, which contains variants on the requirements specified by the Council in its procurement documentation.

Variation and Variations means any alteration to a Contract, including additions, omissions, substitutions, alterations, or changes of any other nature.

Works includes all works of new construction and repairs in respect of physical assets (buildings, roads, etc.) including all those activities constituting Works for the purposes of the Procurement Act 2023.

Appendix 3 – Procurement Process Flow Chart



Appendix 4 – Governance and Procedures Overview

This chart provides a high-level overview of the procurement procedures and governance requirements for contracts let under the Procurement Act 2023 (PA2023). It relates to the procurement of goods, services and works both through Request for Quotation (RFQ), Tender or Call-Off from a Framework. Please note internal services or existing contractual arrangements including frameworks (FW) should always be used where they meet requirements unless otherwise approved by the Procurement Team.

Value (*excluding VAT)	Route	Recommended	Minimum Requirements (where call-off from FW comply with minimum requirements)	Notice Publication Requirement (PA2023)	System	Governance requirements in addition to Authorities own decision-making requirements	Exceptions to minimum requirements including Direct Awards	Resourced and Managed by	Modifications	Contract Register	Terms and Conditions (where call-off from FW, always use FW T&C)
£0-£25K*	1 – Written Quote	3 written quotes encouraged through S2W / Email.	1 written quotation via email where you can demonstrate value for money	None	Email or S2W	QRF completed and retained by Service Area.	Not applicable	Managed by Service Area (through S2W where applicable) in accordance with procurement guidance	PO / contract amendment	None PO record	Standard or Framework
£25K-£75K*	2 – S2W RFQ	Advertise opportunity through S2W	Invite 4 quotes through S2W	BTTN where advertised CDN for all awards including without competition	S2W	QRF completed and retained by Service Area	Managed within Service Area – reasons recorded on QRF and Procurement approval required	Managed through S2W by Service Area in accordance with procurement guidance	PO / contract amendment	S2W CDN created by Service Area	Standard or Framework
£75K*-PA2023 thresholds	3 – Below Threshold Tender	Advertise through S2W	Invite 4 tenders through S2W		Proactis and/or S2W	Record on Contract Forward Plan PTR / CAR to record procurement route agreed with Ardal Procurement and Service Area approval Legal / Finance advice as required.	PTR to set out justification Procurement / Legal / Finance advice as required	Service Area lead with Ardal Procurement support Proactis Sourcing / Sell2 Wales project created and managed by ArdalProcurement	CMF to record procurement consultation and Service Area approval Legal / Finance advice as required	Proactis Contract Record created by Ardal Procurement	Use standard or Framework or agree with Legal Services
PA2023 thresholds and above	4 – Above Threshold Tender	Preliminary Market Engagement	Advertise through S2W	Various in accordance with PA2023	Proactis and/or S2W						Agree with Legal Services or Framework

BTTN	Below Threshold Tender Notice
CDN	Contract Details Notice
S2W	Sell2Wales

QRF	Quotation Record Form
PTR	Pre-Tender Report
CAR	Contract Award Report
CMF	Contract Modification Form

PA2023 Thresholds incl. VAT	
Goods and Services	£214,904
Works	£5,372,609
Light Touch	£663,540

Please note in addition to above, for all contracts a purchase order (PO) will be required to manage payments to suppliers and contractors

Appendix 5 – Noticing Regime