

Current Provisions	Proposed Amendments
<p>RULE 2</p> <p>Delegation</p> <p>Appropriate Chief Officers and the County Solicitor may delegate their responsibilities under these Rules in accordance with Rule 6 of Section D (General scheme of delegation to heads of departments) of Part 3 (Responsibility for Functions) of the Constitution.</p>	<p>RULE 2</p> <p>Delegation</p> <p>Appropriate Chief Officers and the Director of Law and Governance may delegate their responsibilities under these Rules in accordance with Rule 6 of Section D (General scheme of delegation to heads of departments) of Part 3 (Responsibility for Functions) of the Constitution.</p>
<p>Rule 5</p> <p>General Requirements</p> <p>a) Every Contract or official order for works, supplies or services made by the Council shall be for the purpose of implementing the Council’s policies and must be made in accordance with the Council's duty of Best Value and Commissioning and Procurement Strategy.</p> <p>(b) When proposing to procure or making arrangements for procuring a service contract where the Estimated Value is equal to or greater than the EU Threshold then consideration must be given as to how the Contract might improve the economic, social and environmental wellbeing of Leicestershire, as required by the Public Services (Social Value) Act 2012 (“Social Value Act”).</p> <p>(c) Where the services are Light-Touch Services the threshold for contracts for public supply or services contracts applies for the purposes of the Social Value Act, being the sum specified in Regulation 5 (1) (d) of the Public Contracts Regulations 2015.</p> <p>(c) The Procuring Officer must ensure that whenever Corporate Contracts have been approved by a Commercial Specialist that supplies, services and works are ordered via these, unless it is agreed by the Commercial Specialist that better value for money can be clearly demonstrated outside of these approved Corporate Contracts. All such instances involving ESPO must be notified to ESPO by the Commercial Specialist.</p> <p>(d) Procedures set out in the relevant EU Directives, EU Treaties, Acts of Parliament and UK legislation (including for the avoidance of doubt the Public Contracts Regulations 2015 and where applicable the Public Contracts Regulations 2006) must be complied with at all times.</p> <p>(e) Based on criteria laid down by the Executive, the Chief Financial Officer will be responsible for evaluating the financial status of Tenderers and suppliers.</p> <p>(f) The Procuring Officer must ensure that sufficient budget provision has been agreed with the budget holder prior to any Procurement Exercise being undertaken.</p> <p>(h) Procurement Exercises should usually be undertaken by electronic means provided that:-</p> <p style="padding-left: 40px;">(i) the requirements of these Rules are followed with only such modifications as may be necessary to allow for procurement by such means; and</p> <p style="padding-left: 40px;">(ii) any electronic tendering system has been approved by the County Solicitor following consultation with the Director of Corporate Resources.</p>	<p>RULE 5</p> <p>General Requirements</p> <p>(a) Every Contract or official order for works, supplies or services made by the Council shall be for the purpose of implementing the Council’s policies and must be made in accordance with the Council's duty of Best Value and Commissioning and Procurement Strategy.</p> <p>(b) When proposing to procure or making arrangements for procuring a service contract where the Estimated Value is equal to or greater than the EU Threshold then consideration must be given as to how the Contract might improve the economic, social and environmental wellbeing of Leicestershire, as required by the Public Services (Social Value) Act 2012 (“Social Value Act”).</p> <p>(c) Where the services are Light-Touch Services the threshold for contracts for public supply or services contracts applies for the purposes of the Social Value Act, being the sum specified in Regulation 5 (1) (d) of the Public Contracts Regulations 2015.</p> <p>(c) The Procuring Officer must ensure that whenever Corporate Contracts have been approved by a Commercial Specialist that supplies, services and works are ordered via these, unless it is agreed by the Commercial Specialist that better value for money can be clearly demonstrated outside of these approved Corporate Contracts. All such instances involving ESPO must be notified to ESPO by the Commercial Specialist.</p> <p>(d) Procedures set out in the relevant EU Directives, EU Treaties, Acts of Parliament and UK legislation (including for the avoidance of doubt the Public Contracts Regulations 2015 and where applicable the Public Contracts Regulations 2006) must be complied with at all times.</p> <p>(e) Based on criteria laid down by the Executive, the Chief Financial Officer will be responsible for evaluating the financial status of Tenderers and suppliers.</p> <p>(f) The Procuring Officer must ensure that sufficient budget provision has been agreed with the budget holder prior to any Procurement Exercise being undertaken.</p> <p>(g) Procurement Exercises should usually be undertaken by electronic means provided that:-</p> <p style="padding-left: 40px;">(i) the requirements of these Rules are followed with only such modifications as may be necessary to allow for procurement by such means; and</p> <p style="padding-left: 40px;">(ii) any electronic tendering system has been approved by the Director of Law and Governance following consultation with the Director of Corporate Resources.</p>

(h) Subject to the provisions of Rule 28(b) Contracts shall not be longer than 5 years (including extensions) in duration or of indeterminate length without the prior written approval of the Director of Corporate Resources such approval to be obtained prior to the commencement of the Procurement Exercise.

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RULE 6

Exceptions

(a) Subject to the requirements of EU Directives, EU Treaties, Acts of Parliament and the Public Contracts Regulations 2015 the following contracts may be placed by direct negotiation with one or more suppliers, contracts:-

(i) for supplies, materials, services or works which are available only as proprietary and/or patented articles, services or works from one contractor or supplier and/or for which the Appropriate Chief Officer, on the advice of the Commercial Specialist , decides that there is no reasonably satisfactory alternative available in the European Union and for repairs to, or the supply of, parts of existing proprietary or patented articles or works, including machinery or plant; a note of that decision and the reasons for it must be retained on the appropriate file and where the contract is equal to or exceeds £164,176 , a copy of the note and reasons must be provided to the Director of Corporate Resources and the County Solicitor.

(ii) for works of art, museum specimens or historical documents;

(iii) which constitute a variation or extension of an existing contract, as permitted by the contract and/or the Council's Standard Financial Instructions subject to the provisions of Rule 30 (Contract Modifications and Extensions) and Rule 31 (Novation of Existing Contracts);

(iv) for the following social care services provided that the Estimated Value of such services does not exceed the EU threshold for Light-Touch Service contracts:

(aa) residential placements sought for an individual with a registered care provider of their choice;

(bb) supported living services sought for an individual with an appropriate care and support provider of their choice under the National Health Service and Community Care Act 1990;

(cc) individual school placements sought for a child with Special Educational Needs (SEN);

(dd) social care packages managed by or on behalf of individual clients under the personalisation agenda;

(ee) where certain needs of an individual (either an adult or a child) require a particular social care package, which is only available from a specific provider in the opinion of the Appropriate Chief Officer.

(ff) residential placements sought for an individual under the Shared Lives scheme (or any equivalent scheme).

In each case the Appropriate Chief Officer must ensure that the provider meets the relevant national minimum standards (for example those standards set by the Health and Social Care Act 2008, OFSTED and HMI) and that a record of the reasons for the choice of provider is maintained

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(a) Subject to the requirements of EU Directives, EU Treaties, Acts of Parliament and the Public Contracts Regulations 2015 the following contracts may be placed by direct negotiation with one or more suppliers, contracts:-

(i) for supplies, materials, services or works which are available only as proprietary and/or patented articles, services or works from one contractor or supplier and/or for which the **appropriate** Chief Officer, on the advice of the Commercial Specialist , decides that there is no reasonably satisfactory alternative available in the European Union and for repairs to, or the supply of, parts of existing proprietary or patented articles or works, including machinery or plant; a note of that decision and the reasons for it must be retained on the appropriate file and where the contract is equal to or exceeds £164,176 , a copy of the note and reasons must be provided to the Director of Corporate Resources and the **Director of Law and Governance**.

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(iii) which constitute a variation or extension of an existing contract, as permitted by the Contract and/or the Council's Standard Financial Instructions **subject to** the provisions of Rule 30 (Contract Modifications and Extensions) and Rule 31 (Novation of Existing Contracts);

(iv) for the following social care services provided that the Estimated Value of such services does not exceed the EU threshold for Light-Touch Service contracts:

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(cc) social care packages managed by or on behalf of individual clients under the personalisation agenda;

(dd) where certain needs of an individual (either an adult or a child) require a particular social care package, which is only available from a specific provider in the opinion of the **appropriate** Chief Officer.

(ee) residential placements sought for an individual under the Shared Lives scheme (or any equivalent scheme).

In each case the **appropriate** Chief Officer must ensure that the provider meets the relevant national minimum standards (for example those standards set by the Health and Social Care Act 2008, OFSTED and HMI) and that a record of the reasons for the choice of provider is maintained on the individual's case notes. A record of the annual cumulative expenditure with each provider will be maintained by each directorate and made available for audit.

<p>on the individual's case notes. A record of the annual cumulative expenditure with each provider will be maintained by each directorate and made available for audit.</p> <p>v) for those unforeseen emergencies, where immediate action is required in order to fulfil the Council's statutory obligations under the Civil Contingencies Act 2004.</p> <p>(b) Other exceptions to these Rules may only be made within the relevant law and with the authority:-</p> <p>(i) of the Appropriate Chief Officer where the Estimated Value of the proposed contract is under £164,176. The Appropriate Chief Officer shall maintain a record specifying the reason for all such departures; or</p> <p>(ii) of the Executive where it is satisfied that an exception is justified on its merits. In an urgent case the Chief Executive after consultation with the Council Leader or Deputy Leader (save where this is not practicable) may direct that an exception be made subject to this being reported to the next meeting of the Executive.</p> <p>(c) In all cases under Rule 6 a full record of the reasons for the exception shall be maintained.</p>	<p>v) for those unforeseen emergencies, where immediate action is required in order to fulfil the Council's statutory obligations under the Civil Contingencies Act 2004.</p> <p>(b) Other exceptions to these Rules may only be made within the relevant law and with the authority:-</p> <p>(i) of the appropriate Chief Officer where the Estimated Value of the proposed contract is under £164,176. The Chief Officer shall maintain a record specifying the reason for all such departures; or</p> <p>(ii) of the Executive where it is satisfied that an exception is justified on its merits. In an urgent case the Chief Executive after consultation with the Council Leader or Deputy Leader (save where this is not practicable) may direct that an exception be made subject to this being reported to the next meeting of the Executive.</p> <p>(c) In all cases under Rule 6 a full record of the reasons for the exception shall be maintained.</p>
<p>RULE 8</p> <p>Annual Reporting</p> <p>The Director of Corporate Resources, in consultation with the County Solicitor, shall at least once in each financial year submit a report to the Corporate Governance Committee in relation to the operation of these Rules, including, among other things, details of the approved exceptions to these Rules and approved extensions to contract where not provided for in the contract, and proposed revisions to these Rules and/or changes required to accommodate the requirements of UK and EU procurement law as may be necessary from time to time.</p>	<p>RULE 8</p> <p>Annual Reporting</p> <p>The Director of Corporate Resources, in consultation with the Director of Law and Governance, shall at least once in each financial year submit a report to the Corporate Governance Committee in relation to the operation of these Rules, including, among other things, details of the approved exceptions to these Rules and approved extensions to contracts where not provided for in the Contract, and proposed revisions to these Rules and/or changes required to accommodate the requirements of UK and EU procurement law as may be necessary from time to time.</p>
<p>RULE 9</p> <p>Prevention of Corruption / Conflict of Interest</p> <p>(a) The Employee Code of Conduct (Part 5b of the Constitution) applies to any Procurement Exercise.</p> <p>(b) The following clause, or a clause that is substantially similar, will be included as a standard term and condition in every written contract in accordance with Rule 25(c):</p> <p>"The Council may terminate this contract and recover all its loss from the Contractor if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:</p> <p>(i) offer, give or agree to give to anyone any personal inducement or reward in respect of this or any other Council contract (even if the contractor does not know what has been done); or</p> <p>(ii) commit an offence under the Bribery Act 2010 or give any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or</p> <p>(iii) commit any fraud in connection with this or any other Council contract whether alone or in conjunction with</p>	<p>RULE 9</p> <p>Prevention of Corruption / Conflict of Interest</p> <p>(a) The Employee Code of Conduct (Part 5b of the Constitution) applies to any Procurement Exercise.</p> <p>(b) The following clause, or a clause that is substantially similar, will be included as a standard term and condition in every written contract in accordance with Rule 25(c):</p> <p>"The Council may terminate this Contract and recover all its loss from the Contractor if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:</p> <p>(i) offer, give or agree to give to anyone any personal inducement or reward in respect of this or any other Council contract (even if the contractor does not know what has been done); or</p> <p>(ii) commit an offence under the Bribery Act 2010 or give any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or</p> <p>(iii) commit any fraud in connection with this or any other Council contract whether alone or in conjunction</p>

Council members, contractors or employees.

Any clause limiting the Contractor's liability shall not apply to this clause".

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Rule 9 A

Counter Terrorism and Security Act 2015

Where appropriate, the Contract shall make appropriate provision for information sharing between the Contractor and the Council, and/or such other measures as are appropriate, such as staff training, to support the Council in meeting its duty under section 26 of the Counter-Terrorism and Security Act 2015 to have due regard to the need to prevent people from being drawn into terrorism.

RULE 11

Procurement Exercise Process

(a) Based on the Estimated Value, as identified in Rule 10, Table 1 below makes provision for the minimum requirements for the subsequent Procurement Exercise.

(b) All Contracts with an Estimated Value equal to or greater than the EU threshold must be referred to the Commissioning Support Unit prior to the commencement of the Procurement Exercise, the Commissioning Support Unit shall advise the Procuring Officer on the appropriate route to market which may include the use of ESPO and ESPO framework agreements, Crown Commercial Services framework agreements, etc.

Table 1: Minimum requirements for a Procurement Exercise **(for exceptions see Rule 6):**

Estimated Contract Value From	Estimated Contract Value Up To	Procurement Process	Minimum Contract Opportunity Publication	Documentation
£0	£5,000	Obtain a minimum of one oral/written Quotation	None	Record details
Above £5,000	£25,000	Obtain three written Quotations (where practical)	None.	Record details. (If three Quotations cannot be obtained a record of the reasons for this must be maintained and forwarded to the appropriate Commercial Specialist.) When inviting quotations officers should consider the benefits of including a local supplier in the invitation to quote where appropriate or applicable to th

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Procurement Exercise Process

a) Based on the Estimated Value, as identified in Rule 10, Table 1 below makes provision for the minimum requirements for the subsequent Procurement Exercise.

(b) In the case of a contract for individual independent day or residential school placement sought for a child with Special Educational Needs (SEN) with an Estimated Contract Value up to the EU threshold for Light Touch Services three quotes must be sought.

(c) All Contracts with an Estimated Value equal to or greater than the EU threshold must be referred to the Commissioning Support Unit prior to the commencement of the Procurement Exercise, the Commissioning Support Unit shall advise the Procuring Officer on the appropriate route to market which may include the use of ESPO and ESPO framework agreements, Crown Commercial Services framework agreements, etc.

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RULE 12

Selection and Award Evaluation Criteria

- (a) The Council shall not include a pre-qualification questionnaire stage where the value of the procurement is below the EU Threshold set out in Reg. 5 (1)(c) of the Public Contracts Regulations 2015. Below the EU Threshold only Suitability Assessment Questions may be asked. A standardised form of Suitability Assessment Questions must be used.
- (b) In a Procurement Exercise with an Estimated Value equal to or greater than the EU Threshold both selection and award criteria must be included. A Standardised Pre-Qualification Questionnaire must be used for the selection criteria;
- (c) Selection criteria must be included in the evaluation process where applying the Open Tendering procedure (Rule 15) or must be the only criteria used for the shortlisting methodology where applying the Restricted Tendering procedure (Rule 16).

RULE 12

Suitability Assessment and Award Evaluation Criteria

- (a) The Council shall not include a pre-qualification questionnaire stage where the value of the procurement is below the EU Threshold set out in Reg. 5 (1)(c) of the Public Contracts Regulations 2015. Below the EU Threshold only Suitability Assessment Questions may be asked. A standardised form of Suitability Assessment Questions must be used.
- (b) In a Procurement Exercise with an Estimated Value equal to or greater than the EU Threshold both selection and award criteria must be included. A Standardised Pre-Qualification Questionnaire [**and /or the European Single Procurement Document**] must be used for the selection criteria;
- (c) Selection criteria must be included in the evaluation process where applying the Open Tendering procedure (Rule 15) or must be the only criteria used for the shortlisting methodology where applying the Restricted Tendering procedure (Rule 16).

RULE 14

Contract Opportunity Publication

- (a) Unless otherwise agreed by the Appropriate Chief Officer, the Procuring Officer must ensure, for all Procurement Exercises with an Estimated Value of £25,000 or more but less than the relevant EU Threshold, that Contract Opportunity Publication is given on a website approved by the Director of Corporate Resources for the purpose of notifying the supply market.
- (b) All Procurement Exercises with an Estimated Value of £25,000 or more must be advertised on Contracts Finder within 24 hours of the time when the Procurement Exercise is advertised in any other way. Procurement Exercises over the relevant EU Threshold must be advertised in the OJEU and on Contracts Finder.
- (c) For all proposed contracts which are advertised where the Total Value is below the EU threshold, a period of at least ten working days should be allowed between the date when an Invitation to Tender becomes available to all bidders and either:
 - (i) the deadline for receipt of Tenders where an Open Tendering procedure is being used; or
 - (ii) the deadline for receipt of Suitability Assessment Questionnaire, where a Restricted Tendering procedure is being used.
- (d) The Contract Opportunity Publication must express the nature and purpose of the Procurement Exercise, stating where further details may be obtained, how and to whom an interested supplier is to respond and any other requirements such as suitability requirements or explanatory information.
- (e) If the Estimated Value exceeds the relevant EU Threshold the Procuring Officer must ensure that Contract Opportunity Publication is first published in the OJEU and then on a website approved by the Director of Corporate Resources for the purpose of notifying the supply market and in Contracts Finder.
- (f) A Procurement Exercise that is equal to or more than the EU Threshold for Light-Touch Services must be procured in compliance with Chapter 3, Section 7 of the Public Contracts Regulations 2015.

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- (a) Unless otherwise agreed by the **appropriate** Chief Officer, the Procuring Officer must ensure, for all Procurement Exercises with an Estimated Value of £25,000 or more but less than the relevant EU Threshold, that Contract Opportunity Publication is given on a website approved by the Director of Corporate Resources for the purpose of notifying the supply market.
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- (c) For all proposed contracts which are advertised where the **Estimated Value** is below the EU threshold, a period of at least ten working days should be allowed between the date when an Invitation to Tender becomes available to all bidders and either:
 - (i) the deadline for receipt of Tenders where an Open Tendering procedure is being used; or
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- (f) A Procurement Exercise that is equal to or more than the EU Threshold for Light-Touch Services must be procured in compliance with Chapter 3, Section 7 of the Public Contracts Regulations 2015.

<p>(g) Only in exceptional circumstances should a Contract Opportunity Publication appear in ANY form before publication in the OJEU and neither should any advertisement contain any more information than that published in the OJEU.</p> <p>(h) The advertising requirements set out in this Rule 14 are minimum requirements and do not preclude further Contract Opportunity Publication where appropriate (e.g. in the local newspaper, trade or professional journal, the Council website).</p>	<p>(g) Only in exceptional circumstances should a Contract Opportunity Publication appear in ANY form before publication in the OJEU and neither should any advertisement contain any more information than that published in the OJEU.</p> <p>(h) The advertising requirements set out in this Rule 14 are minimum requirements and do not preclude further Contract Opportunity Publication where appropriate (e.g. in the local newspaper, trade or professional journal, the Council website).</p>
<p>RULE 17</p> <p>Negotiated Procedure and Competitive Dialogue Procedure</p> <p>Negotiated Procedure, Competitive Procedure with Negotiation, Competitive Dialogue Procedure and Innovation Partnership Procedure</p> <p>The Negotiated Procedure, Competitive Procedure with Negotiation, Competitive Dialogue Procedure or Innovation Partnership Procedure must only be used with the prior approval of the County Solicitor and the Director of Corporate Resources.</p>	<p>RULE 17</p> <p>Negotiated Procedure and Competitive Dialogue Procedure</p> <p>Negotiated Procedure, Competitive Procedure with Negotiation, Competitive Dialogue Procedure and Innovation Partnership Procedure</p> <p>The Negotiated Procedure, Competitive Procedure with Negotiation, Competitive Dialogue Procedure or Innovation Partnership Procedure must only be used with the prior approval of the Director of Law and Governance and the Director of Corporate Resources.</p>
<p>RULE 22</p> <p>Discussions and Post Tender Negotiations</p> <p>(a) In the case where the Estimated Value was below the relevant EU Threshold, the Procuring Officer in consultation with the appropriate Commercial Specialist may carry out Post Tender Negotiations with the Tenderer submitting the most competitive Tender in an attempt to secure improvements in the price or economic advantage in one or more of the following circumstances:</p> <ul style="list-style-type: none"> (i) where the most competitive Tender (according to the pre-determined award methodology and evaluation criteria) submitted exceeds the Estimated Value; (ii) where it is considered that the price of the most competitive Tender submitted does not represent the best value for money that can reasonably be obtained; (iii) where Tenders have been invited only on the basis of unit prices or a schedule of rates and the lowest in aggregate is not the lowest on all items; (iv) where the most competitive Tender contains conditions, trading terms, guarantees, or provisions relating to performance or service delivery less favourable than in other Tenders, or than stipulated for and this defect appears capable of being remedied by Post Tender Negotiations. <p>(b) When conducting Post Tender Negotiations, the following additional Rules shall apply:</p> <ul style="list-style-type: none"> (i) At no time during the negotiations must a Tenderer be informed of the detail of any other Tender 	<p>RULE 22</p> <p>Discussions and Post Tender Negotiations</p> <p>(a) In the case where the Estimated Value is below the relevant EU Threshold, the Procuring Officer in consultation with the appropriate Commercial Specialist may carry out Post Tender Negotiations with the Tenderer submitting the most competitive Tender in an attempt to secure improvements in the price or economic advantage in one or more of the following circumstances:</p> <ul style="list-style-type: none"> (i) where the most competitive Tender (according to the pre-determined award methodology and evaluation criteria) submitted exceeds the Estimated Value; (ii) where it is considered that the price of the most competitive Tender submitted does not represent the best value for money that can reasonably be obtained; (iii) where Tenders have been invited only on the basis of unit prices or a schedule of rates and the lowest in aggregate is not the lowest on all items; (iv) where the most competitive Tender contains conditions, trading terms, guarantees, or provisions relating to performance or service delivery less favourable than in other Tenders, or than stipulated for and this defect appears capable of being remedied by Post Tender Negotiations. <p>(b) When conducting Post Tender Negotiations, the following additional Rules shall apply:</p> <ul style="list-style-type: none"> (i) At no time during the negotiations must a Tenderer be informed of the detail of any other Tender submitted

<p>submitted or as to whether or not the Tender he submitted was the lowest.</p> <p>(ii) During negotiations in person there must always be present at least two officers of the Council.</p> <p>(iii) A note of the negotiations will be made by one of the Officers present recording those present, the time and location of the negotiations, detail of the discussion and any agreement reached.</p> <p>(iv) Post Tender Negotiations shall not enable any material departure from the published specification. The County Solicitor shall determine whether any proposed change to the specification constitutes a material departure.</p> <p>(c) Post Tender Negotiations are not allowed in the case of contracts with an Estimated Value exceeding the relevant EU Threshold. However, clarifications of errors or discrepancies in Tenders may take place in accordance with Rule 21.</p>	<p>or as to whether or not the Tender he submitted was the lowest.</p> <p>(ii) During negotiations in person there must always be present at least two officers of the Council.</p> <p>(iii) A note of the negotiations will be made by one of the Officers present recording those present, the time and location of the negotiations, detail of the discussion and any agreement reached.</p> <p>(iv) Post Tender Negotiations shall not enable any material departure from the published specification. The Director of Law and Governance shall determine whether any proposed change to the specification constitutes a material departure.</p> <p>(c) Post Tender Negotiations are not allowed in the case of contracts with an Estimated Value exceeding the relevant EU Threshold. However, clarifications of errors or discrepancies in Tenders may take place in accordance with Rule 21.</p>
<p>AWARD OF CONTRACT</p> <p>RULE 23</p> <p>Acceptance of Tenders</p> <p>(a) A Tender can only be accepted in accordance with the initial award methodology and evaluation criteria as set out in Rule 13. Any evaluation sheets must be maintained on file in accordance with Rule 34.</p> <p>(b) Any Tender with an Estimated Value of below £25,000 (where a Request for Quotation or an Invitation to Tender is not used) may only be accepted with the prior written approval of the Appropriate Chief Officer.</p> <p>(c) If the Tender to be accepted exceeds the budget which was agreed in accordance with Rule 5(f) the Procuring Officer must ensure that sufficient funds are available and approved by the appropriate budget holder, Appropriate Chief Officer or Executive prior to accepting the Tender.</p> <p>(d) Where an abnormally low Tender is submitted the Council shall require the Tenderer to explain in writing the price or costs proposed and may only reject the Tender where the explanation is unsatisfactory. Where it is established that the Tender is low due to breaches of environmental, social or labour law, the Council must reject the Tender.</p> <p>(e) The Appropriate Chief Officer shall have the authority to accept a Tender but in any particular circumstance may decline to give approval and refer the decision to the Executive to determine.</p>	<p>AWARD OF CONTRACT</p> <p>RULE 23</p> <p>Acceptance of Tenders</p> <p>(a) A Tender can only be accepted in accordance with the initial award methodology and evaluation criteria as set out in Rule 13. Any evaluation sheets must be maintained on file in accordance with Rule 34.</p> <p>(b) Any Tender with an Estimated Value of below £25,000 (where a Request for Quotation or an Invitation to Tender is not used) may only be accepted with the prior written approval of the appropriate Chief Officer.</p> <p>(c) If the Tender to be accepted exceeds the budget which was agreed in accordance with Rule 5(f) the Procuring Officer must ensure that sufficient funds are available and approved by the appropriate budget holder, appropriate Chief Officer or the Executive prior to accepting the Tender.</p> <p>(d) Where an abnormally low Tender is submitted the Council shall require the Tenderer to explain in writing the price or costs proposed and may only reject the Tender where the explanation is unsatisfactory. Where it is established that the Tender is low due to breaches of environmental, social or labour law, the Council must reject the Tender.</p> <p>(e) The appropriate Chief Officer shall have the authority to accept a Tender but in any particular circumstance may decline to give approval and refer the decision to the Executive to determine.</p>
<p>RULE 24</p> <p>Notification of Contract Award</p> <p>(a) The Procuring Officer must notify the successful Tenderer of the acceptance of their Tender and for all Procurement Exercises with an Estimated Value of £5,000 or more this notification must be in writing.</p> <p>(b) In the case where the Estimated Value is £25,000 or more the Procuring Officer must notify in writing all Tenderers who submitted a Tender of the decision as soon as possible after the decision has been made.</p> <p>(c) Where a Contract with an Estimated Value of £25,000 or more is awarded the Council must publish</p>	<p>RULE 24</p> <p>Notification of Contract Award</p> <p>(a) The Procuring Officer must notify the successful Tenderer of the acceptance of their Tender and for all Procurement Exercises with an Estimated Value of £5,000 or more this notification must be in writing.</p> <p>(b) In the case where the Estimated Value is £25,000 or more the Procuring Officer must notify in writing all Tenderers who submitted a Tender of the decision as soon as possible after the decision has been made.</p> <p>(c) Where a Contract with an Estimated Value of £25,000 or more is awarded the Council must publish information as</p>

information as required by the Public Contracts Regulations 2015 on Contracts Finder within a reasonable time.

(d) In the case where the Estimated Value is equal to or greater than the relevant EU Threshold the following additional Rules shall apply:

(i) The notice in Rule 24 (b) shall include the award criteria, the reasons for the decision, including the successful Tenderer's score, the score (if any) of the Tenderer receiving the notice, and the characteristics and (if appropriate) relative advantages of the successful Tenderer's Tender, any reasons why the recipient of the notice did not meet the technical specification, the name of the Tenderer awarded the contract, as well as the date when the standstill period required in accordance with Rule 24 (d)(ii) will come to an end.

(ii) A minimum period of 10 calendar days must elapse between the day of sending the notice in Rule 24 (b) and the date on which the Council enters into a contract, if the notice is sent electronically. Where the notice is sent by other means then either 15 days from the day of sending the notice or 10 days from the day of receipt of the notice by the last Tenderer to receive the notice must elapse. In all cases counting the day after sending the notice as day 1. The standstill period must end on a working day.

(iii) The Procuring Officer shall ensure that an OJEU contract award notice is placed within 30 days of the contract award where required. In the case where contracts are awarded under the regime covering Light Touch Services or Dynamic Purchasing System, award notices may be grouped together in accordance with regulation 74 for Light-Touch Services and regulation 50(5) for Dynamic Purchasing Systems.

(e) The Procuring Officer must notify the appropriate Commercial Specialist in writing of any contract that has been awarded with a Total Value of £10,000 or more.

required by the Public Contracts Regulations 2015 on Contracts Finder within a reasonable time.

(d) In the case where the Estimated Value is equal to or greater than the relevant EU Threshold the following additional Rules shall apply:

(i) The notice in Rule 24 (b) shall include the award criteria, the reasons for the decision, including the successful Tenderer's score, the score (if any) of the Tenderer receiving the notice, and the characteristics and (if appropriate) relative advantages of the successful Tenderer's Tender, any reasons why the recipient of the notice did not meet the technical specification, the name of the Tenderer awarded the **Contract**, as well as the date when the standstill period required in accordance with Rule 24 (d)(ii) will come to an end.

(ii) A minimum period of 10 calendar days must elapse between the day of sending the notice in Rule 24 (b) and the date on which the Council enters into a contract, if the notice is sent electronically. Where the notice is sent by other means then either 15 days from the day of sending the notice or 10 days from the day of receipt of the notice by the last Tenderer to receive the notice must elapse. In all cases counting the day after sending the notice as day 1. The standstill period must end on a working day.

(iii) The Procuring Officer shall ensure that an OJEU contract award notice is placed within 30 days of the contract award where required. In the case where contracts are awarded under the regime covering Light Touch Services or Dynamic Purchasing System, award notices may be grouped together in accordance with regulation 74 for Light-Touch Services and regulation 50(5) for Dynamic Purchasing Systems.

(e) The Procuring Officer must notify the appropriate Commercial Specialist in writing of any contract that has been awarded with a Total Value of **£5,000** or more.

RULE 25

Form of Contract

(a) A contract shall be formed:

(i) by exchange of letter or electronic communication accepting the successful Tender and incorporating the Invitation to Tender or Request for Quotation and the outcome of any subsequent negotiations and discussions; or

(ii) by completion of a formal contract incorporating the Invitation to Tender or Request for Quotation, the Tender and the outcome of any subsequent negotiations and/or discussions; or

(iii) by placing an order in accordance with Rule 26.

(b) In determining and negotiating the terms and conditions of contract, the Procuring Officer must ensure that the appropriate Standard Terms and Conditions are incorporated unless the Procuring Officer having consulted the County Solicitor and the appropriate Commercial Specialist considers it inappropriate to do so.

(c) All contracts with an Estimated Value of £25,000 or more must be in writing and where appropriate the Appropriate Chief Officer shall:

(i) ensure that the contract includes a definition of the circumstances that will be considered to constitute a default on the terms of the contract by the supplier. The contract must provide for notice of default to

RULE 25

Form of Contract

(a) A **Contract** shall be formed:

(i) by exchange of letter or electronic communication accepting the successful Tender and incorporating the Invitation to Tender or Request for Quotation and the outcome of any subsequent negotiations and discussions; or

(ii) by completion of a formal contract incorporating the Invitation to Tender or Request for Quotation, the Tender and the outcome of any subsequent negotiations and/or discussions; or

(iii) by placing an order in accordance with Rule 26.

(b) In determining and negotiating the terms and conditions of contract, the Procuring Officer must ensure that the appropriate Standard Terms and Conditions are incorporated unless the Procuring Officer having consulted the **Director of Law and Governance** and the appropriate Commercial Specialist considers it inappropriate to do so.

(c) All contracts with an Estimated Value of £25,000 or more must be in writing and where appropriate the

be given to the supplier and for any resulting losses to be recovered from the supplier if the default is not rectified.

(ii) decide whether it is necessary to require suppliers to provide a Performance Bond with a third party. The need for this will depend on an assessment of the risk associated with the contract or the supplier.

(iii) ensure that the contract provides for the supplier to have an insurance policy, which can be inspected during the contract period. The Chief Financial Officer shall be consulted on the insurance requirements.

(iv) consult the Chief Financial Officer on the appropriate VAT requirements.

(d) Every contract must be signed by the Appropriate Chief Officer or an Officer designated by him and in cases determined by the County Solicitor shall be under seal in the form prepared or approved by him.

(e) Except after consultation with the County Solicitor, work or services must not be authorised to commence or goods to be supplied where such works, services or goods are to be the subject of a contract under seal entered into between the Council and the supplier, until the County Solicitor has advised that the contract has been signed by the supplier.

Chief Officer shall:

(i) ensure that the **Contract** includes a definition of the circumstances that will be considered to constitute a default on the terms of the **Contract** by the supplier. The **Contract** must provide for notice of default to be given to the supplier and for any resulting losses to be recovered from the supplier if the default is not rectified.

(ii) decide whether it is necessary to require suppliers to provide a Performance Bond with a third party. The need for this will depend on an assessment of the risk associated with the **Contract** or the supplier.

(iii) ensure that the **Contract** provides for the supplier to have **insurance policies**, which can be inspected during the **Contract** period. The Chief Financial Officer shall be consulted on the insurance requirements.

(iv) consult the Chief Financial Officer on the appropriate VAT requirements.

(d) Every contract must be signed by the **appropriate** Chief Officer or an Officer designated by him and in cases determined by the **Director of Law and Governance** shall be under seal in the form prepared or approved by her.

(e) Except after consultation with the **Director of Law and Governance**, **works** or services must not be authorised to commence or goods to be supplied where such works, services or goods are to be the subject of a contract under seal entered into between the Council and the supplier, until the **Director of Law and Governance** has advised that the **Contract** has been signed by the supplier.

RULE 25 A -Contract Management

(a) The Procuring Officer shall immediately upon completion of every Procurement Exercise;

(i) in respect of contracts having a value of less than £25,000 and where the Electronic Tendering System has not been used, enter the Contract details in the Councils contracts register;

(ii) in respect of contracts of whatever value handled via the Electronic Tendering System the Procuring Officer shall ensure that the details of the Contract are published in the Council's contracts register.

(b)All contracts shall be managed in accordance with these Rules and the Council's contract management framework which can be found in the Commissioning Toolkit.

(c)The authorised officer or Contract Manager responsible for the management of the Contract shall:

(i) obtain prior approval in accordance with Rule 30 before proceeding to authorise (in writing) any modification/extension to the Contract.

(ii) ensure all documentation is uploaded to the Council's contract management system.

	<p><i>(iii) ensure that a record is kept of all certificates and instructions issued under the Contract;</i></p> <p><i>(iv) keep documents in support of each payment showing how the payment amount has been valued and maintain a record of all such payments including any professional fees;</i></p> <p><i>(v) apply price fluctuation clauses detailed in the Contract;</i></p> <p><i>(vi) before terminating any contract and in particular for breach, consult the Director of Law and Governance;</i></p> <p><i>(vii) resolve all contractual matters and contractual claims, and issue any final account and final certificate in accordance with the terms of the Contract, taking advice from the Director of Law and Governance.</i></p>
<p>STANDING LISTS</p> <p>RULE 27 -Standing Lists</p> <p>(a) Standing Lists must not be created or added to without the prior written approval of the Appropriate Chief Officer in consultation with the appropriate Commercial Specialist.</p> <p>(b) Procuring Officers must not use a Standing List where the total value of contracts to be awarded using the Standing List is estimated to exceed the relevant EU Threshold.</p> <p>(c) The Standing List must contain the names of all Persons who are approved and indicate the categories of contract and the values or amounts in respect of those categories for which those Persons are approved.</p> <p>(d) At least four weeks before a list is first compiled, the Procuring Officer must publish on a website approved by the Director of Corporate Resources for the purpose of notifying the supply market a notice inviting applications by a specified date for inclusion in it.</p> <p>(e) Procuring Officers must renew all Standing Lists at intervals not exceeding four years. At least four weeks before each renewal, each Person whose name appears in the list must be notified by the Procuring Officer of the intention to review the list. If they wish to remain on the list they must re-apply for inclusion. Procuring Officers must ensure that notices inviting applications for inclusion in the list are published in the manner provided by Rule 27(d).</p> <p>(f) The case where the use of a Standing List has been authorised the Procuring Officer must send Invitations to Tender to not less than four of the Persons from among those approved for a contract of the relevant category and amount or value. Where fewer than four Persons are approved for a contract of the relevant category and amount or value Invitations to Tender shall be sent to no fewer than three Persons. Where there are fewer than three Persons the procedure for Standing Lists must not be used unless the appropriate Commercial Specialist advises otherwise.</p> <p>(g) The Procuring Officer in consultation with the Commercial Specialist shall determine the criteria for selecting Persons from the list.</p> <p>(h) In such circumstances as the Director of Corporate Resources shall determine, Procuring Officers shall provide</p>	<p>STANDING LISTS</p> <p>RULE 27 -Standing Lists</p> <p>(a) Standing Lists must not be created or added to without the prior written approval of the appropriate Chief Officer in consultation with the appropriate Commercial Specialist.</p> <p>(b) Procuring Officers must not use a Standing List where the total value of contracts to be awarded using the Standing List is estimated to exceed the relevant EU Threshold.</p> <p>(c) The Standing List must contain the names of all Persons who are approved and indicate the categories of contract and the values or amounts in respect of those categories for which those Persons are approved.</p> <p>(d) At least four weeks before a list is first compiled, the Procuring Officer must publish on a website approved by the Director of Corporate Resources for the purpose of notifying the supply market a notice inviting applications by a specified date for inclusion in it.</p> <p>(e) Procuring Officers must renew all Standing Lists at intervals not exceeding four years. At least four weeks before each renewal, each Person whose name appears in the list must be notified by the Procuring Officer of the intention to review the list. If they wish to remain on the list they must re-apply for inclusion. Procuring Officers must ensure that notices inviting applications for inclusion in the list are published in the manner provided by Rule 27(d).</p> <p>(f) The case where the use of a Standing List has been authorised the Procuring Officer must send Invitations to Tender to not less than four of the Persons from among those approved for a contract of the relevant category and amount or value. Where fewer than four Persons are approved for a contract of the relevant category and amount or value Invitations to Tender shall be sent to no fewer than three Persons. Where there are fewer than three Persons the procedure for Standing Lists must not be used unless the appropriate Commercial Specialist advises otherwise.</p> <p>(g) The Procuring Officer in consultation with the Commercial Specialist shall determine the criteria for selecting Persons from the list.</p>

<p>such information as shall reasonably be necessary of the extent to which Standing Lists have been utilised.</p>	<p>(h) In such circumstances as the Director of Corporate Resources shall determine, Procuring Officers shall provide such information as shall reasonably be necessary of the extent to which Standing Lists have been utilised.</p>
<p>FRAMEWORK AGREEMENTS</p> <p>RULE 28</p> <p>Framework Agreements</p> <p>(a) Procuring Officers must establish all Framework Agreements in accordance with these Rules.</p> <p>(b) Framework Agreements must not be awarded for more than 4 years, including any extensions without the prior written consent of the Director of Corporate Resources following consultation with the County Solicitor.</p> <p>(c) All suppliers on the Framework Agreement capable of performing the contract must be invited to participate in a Further Competition unless it is clear from the terms of the Framework Agreement which supplier best meets the award methodology set out in the Framework Agreement in which case that supplier may be selected.</p> <p>(d) Additional suppliers may only be added to a Framework Agreement throughout its duration in circumstances where:</p> <p style="padding-left: 40px;">(i) the Estimated Value is below the EU Threshold; or</p> <p style="padding-left: 40px;">(ii) the services tendered are Light-Touch Services to which the full regime of the Public Contracts Regulations 2015 is not considered to apply: and</p> <p>provided that the Invitation to Tender states:</p> <p style="padding-left: 80px;">(aa) that new suppliers may be added to the Framework Agreement; and</p> <p style="padding-left: 80px;">(bb) how many suppliers can apply to be added to the Framework Agreement; and</p> <p style="padding-left: 80px;">(cc) that the same evaluation criteria and award methodology are applied when deciding whether to award a place on the Framework Agreement to new suppliers as was applied at the time of the original award.</p>	<p>FRAMEWORK AGREEMENTS</p> <p>RULE 28</p> <p>Framework Agreements</p> <p>(a) Procuring Officers must establish all Framework Agreements in accordance with these Rules.</p> <p>(b) Framework Agreements must not be awarded for more than 4 years, including any extensions without the prior written consent of the Director of Corporate Resources following consultation with the Director of Law and Governance.</p> <p>(c) All suppliers on the Framework Agreement capable of performing the contract must be invited to participate in a Further Competition unless it is clear from the terms of the Framework Agreement which supplier best meets the award methodology set out in the Framework Agreement in which case that supplier may be selected.</p> <p>(d) Additional suppliers may only be added to a Framework Agreement throughout its duration in circumstances where:</p> <p style="padding-left: 40px;">(i) the Estimated Value is below the EU Threshold; or</p> <p style="padding-left: 40px;">(ii) the services tendered are Light-Touch Services to which the full regime of the Public Contracts Regulations 2015 is not considered to apply: and</p> <p>provided that the Invitation to Tender states:</p> <p style="padding-left: 80px;">(aa) that new suppliers may be added to the Framework Agreement; and</p> <p style="padding-left: 80px;">(bb) how many suppliers can apply to be added to the Framework Agreement; and</p> <p style="padding-left: 80px;">(cc) that the same evaluation criteria and award methodology are applied when deciding whether to award a place on the Framework Agreement to new suppliers as was applied at the time of the original award.</p>
<p>CONTRACT AMENDMENTS</p> <p>RULE 30</p> <p>Contract Modifications and Extensions</p> <p>Contract Modifications</p>	<p>CONTRACT AMENDMENTS</p> <p>RULE 30</p> <p>Contract Modifications and Extensions</p> <p>Contract Modifications</p>

- (a) Subject to Rule 30(b) below, Contracts may be modified where the value of the modification is;
- (i) below the current EU Threshold for service/supply/works contracts; and
 - (ii) is less than 10% of the initial Contract value for service and supply contracts and less than 15% of the initial Contract value for works.
- (b) The Appropriate Chief Officer in consultation with the Commercial Specialist shall be authorised to modify the contract in accordance with Rule 30(a) above provided:
- (i) the modification does not alter the overall nature of the Contract; and
 - (ii) where there is, or has been more than one modification, the value shall be the net cumulative value of all modifications for the purpose of Rule 30(a) above.
- (c) In all other circumstances, where the proposed modification exceeds the values stated under Rule 30(a) (i) and/or 30(a) (ii) or where the proposed modification does not fall within Rule 30(a) above, the Appropriate Chief Officer in consultation with the Commercial Specialist and the County Solicitor must gain the prior approval of the Director of Corporate Resources. This authorisation must be issued before the supply, services or works are carried out.
- (d) Prior to any modification being agreed which would result in an increase in the Total Value of the Contract the Procuring Officer must ensure that sufficient additional budget provision has been approved by the budget holder.

Contract Extensions

- (e) Where a Contract Extension has been provided for both in the Initial Procurement Documents and in the Contract in clear and precise terms then the Appropriate Chief Officer shall be authorised to extend the Contract in consultation with the Commercial Specialist.
- (f) For the purpose of this Rule 30 “Initial Procurement Documents” shall mean any notice, OJEU notice, Request for Quotation, Invitation to Tender or Specification.
- (g) Where the Initial Procurement Documents and/or the Contract does not provide for an extension the Appropriate Chief Officer in consultation with the Commercial Specialist shall consider the extension as a modification to the Contract and shall only be authorised to extend the Contract in accordance with Rules 30(a) and 30(b) above.
- (h) In all other circumstances and where Rule 30(e) and 30(g) above do not apply, the Appropriate Chief Officer in consultation with the Commercial Specialist and the County Solicitor must gain the prior approval of the Director of Corporate Resources. This authorisation must be issued before the extension is carried out.
- (i) Prior to any extension being agreed which would result in an increase in the Total Value of the Contract the Procuring Officer must ensure that sufficient additional budget provision has been approved by the budget holder.

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- (i) below the current EU Threshold for service/supply/works contracts; **and**
 - (ii) is less than 10% of the initial Contract value for service and supply contracts and less than 15% of the initial Contract value for works.
- (b) The **appropriate** Chief Officer in consultation with the Commercial Specialist shall be authorised to modify the **Contract** in accordance with Rule 30(a) above provided:
- (i) the modification does not alter the overall nature of the Contract; and
 - (ii) where there is, or has been more than one modification, the value shall be the net cumulative value of all modifications for the purpose of Rule 30(a) above.
- (c) In all other circumstances, where the proposed modification exceeds **either of the values stated under Rule 30(a) or** where the proposed modification does not fall within Rule 30(a) above, the **appropriate** Chief Officer in consultation with the Commercial Specialist and the **Director of Law and Governance** must gain the prior approval of the Director of Corporate Resources. This authorisation must be issued before the supply, services or works are carried out.
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- (h) In all other circumstances and where Rule 30(e) and 30(g) above do not apply, the **appropriate** Chief Officer in consultation with the Commercial Specialist and the **Director of Law and Governance** must gain the prior approval of the Director of Corporate Resources. This authorisation must be issued before the extension is carried out.
- (i) Prior to any extension being agreed which would result in an increase in the Total Value of the Contract the Procuring Officer must ensure that sufficient additional budget provision has been approved by the

	budget holder.
<p>RULE 31</p> <p>Novation of Existing Contracts</p> <p>The novation of a contract to a new Person requires the prior written approval of the Director of Corporate Resources in consultation with the County Solicitor.</p>	<p>RULE 31</p> <p>Novation of Existing Contracts</p> <p>The novation of a Contract to a new Person requires the prior written approval of the Director of Corporate Resources in consultation with the Director of Law and Governance.</p>
<p>RULE 32</p> <p>Early Termination of Contracts</p> <p>Unless a provision for early termination is clearly stated in the contract, Procuring Officers shall seek advice from the County Solicitor where it is intended to terminate a contract early. Where the Total Value of the contract is equal to £172,514 or more the prior written approval of the Director of Corporate Resources shall also be obtained.</p>	<p>RULE 32</p> <p>Early Termination of Contracts</p> <p>Unless a provision for early termination is clearly stated in the Contract, Procuring Officers shall seek advice from the Director of Law and Governance where it is intended to terminate a Contract early. Where the Total Value of the Contract is equal to £164,176 or more the prior written approval of the Director of Corporate Resources shall also be obtained.</p>
<p>MISCELLANEOUS PROVISIONS</p> <p>RULE 33</p> <p>Application of these Rules to ESPO</p> <p>(a) Where acting solely on behalf of the Council ESPO must comply with these Rules where applicable.</p> <p>(b) In cases where ESPO is acting on behalf of the Council:</p> <p>(i) ESPO is authorised to act as agent of the Council in place of the Appropriate Chief Officer or Procuring Officer for the purposes of Rules 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 27 and 28 and these Rules shall be construed accordingly.</p> <p>(ii) ESPO is authorised to act as agent of the Chief Executive for the purposes of Rules 18, 19 and 20.</p> <p>(iii) For the avoidance of doubt, decisions under Rule 23 shall remain the responsibility of Procuring Officers who may receive advice from ESPO.</p>	<p>MISCELLANEOUS PROVISIONS</p> <p>RULE 33</p> <p>Application of these Rules to ESPO</p> <p>(a) Where acting solely on behalf of the Council ESPO must comply with these Rules where applicable.</p> <p>(b) In cases where ESPO is acting on behalf of the Council:</p> <p>(i) ESPO is authorised to act as agent of the Council in place of the appropriate Chief Officer or Procuring Officer for the purposes of Rules 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 27 and 28 and these Rules shall be construed accordingly.</p> <p>(ii) ESPO is authorised to act as agent of the Chief Executive for the purposes of Rules 18, 19 and 20.</p> <p>(iii) For the avoidance of doubt, decisions under Rule 23 shall remain the responsibility of Procuring Officers who may receive advice from ESPO.</p>
<p>RULE 34</p> <p>Document Retention</p> <p>(a) All contract records, that might be required in court proceedings must be retained for at least six years and any under seal for at least twelve years from expiry of the contract.</p> <p>(b) Where the contract is externally funded any contingent liabilities and/or grant conditions must be taken account of by the length of the retention period.</p>	<p>RULE 34</p> <p>Document Retention</p> <p>(a) All Contract records, that might be required in court proceedings must be retained for at least six years and any under seal for at least twelve years from expiry of the Contract.</p> <p>(b) Where the Contract is externally funded any contingent liabilities and/or grant conditions must be taken account of by the length of the retention period.</p>
<p>RULE 35</p>	<p>RULE 35</p>

<p>Supervision of Contracts by Third Parties</p> <p>(a) The Procuring Officer shall ensure that it is a condition of any contract between the Council and any Person (not being an Officer of the Council) who is involved in a Procurement Exercise or the management of a contract on behalf of the Council that in relation to that contract he must comply with the requirements of these Rules and other reasonable requirements of the Council.</p> <p>(b) Such Person must:</p> <p>(i) at any time during the carrying out of the contract produce to the Appropriate Chief Officer or his representative or Council Auditor on request all records maintained by him in relation to the contract; and</p> <p>(ii) on completion of the contract transmit all records to the Appropriate Chief Officer.</p>	<p>Supervision of Contracts by Third Parties</p> <p>(a) The Procuring Officer shall ensure that it is a condition of any contract between the Council and any Person (not being an Officer of the Council) who is involved in a Procurement Exercise or the management of a contract on behalf of the Council that in relation to that contract he must comply with the requirements of these Rules and other reasonable requirements of the Council.</p> <p>(b) Such Person must:</p> <p>(i) at any time during the carrying out of the Contract produce to the appropriate Chief Officer or his representative or Council Auditor on request all records maintained by him in relation to the Contract; and</p> <p>(ii) on completion of the Contract transmit all records to the appropriate Chief Officer.</p>
<p>SCHEDULE 1</p> <p>Interpretation</p> <ol style="list-style-type: none"> 1. "Appropriate Chief Officer" means the Chief Officer responsible for the function to which the contract relates except that, where another Chief Officer is responsible for the letting of the contract, it shall mean that Chief Officer in consultation with the Chief Officer on whose behalf the contract is to be let. 2. "Best Value" means the duty of the Council to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness. 3. "Chief Financial Officer" is a statutory appointment pursuant to Section 151 of the Local Government Act 1972. The functions of the Chief Financial Officer are set out in Article 12 of Part 2 of the Council's Constitution. 4. "Commercial Specialist" means an Officer authorised by the Director of Corporate Resources to manage the procurement of a category or categories of goods, services and/or works. Where there is no Commercial Specialist for the goods, services and/or works being procured the Head of Commissioning and Procurement shall adopt this role. 5. "Concessions" are contracts of the same type as public service contracts, except for the fact that the consideration for the provision of services or works consists either solely in the right to exploit the service or work, or in this right together with payment. 6. "Contract" means a binding agreement between two or more parties for performing, or refraining from performing, some specified act(s) in exchange for lawful consideration. 7. "Contract Extension" means an extension to the duration of the contract, but not including any alteration to the scope of the contract. 8. "Contracts Finder" means the web-based portal provided for the purposes of Part 4 of the Public Contracts Regulations 2015. 9. "Contract Opportunity Publication" is the means by which a Procurement Exercise is advertised, and includes (where appropriate) the 'Contract Notice' and Contracts Finder as defined in the Public Contract Regulations 	<p>SCHEDULE 1</p> <p>Interpretation</p> <ol style="list-style-type: none"> 1. "Chief Officer" means the chief officer responsible for the function to which the Contract relates except that, where another chief officer is responsible for the letting of the Contract, it shall mean that chief officer in consultation with the chief officer on whose behalf the Contract is to be let. 2. "Best Value" means the duty of the Council to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness. 3. "Chief Financial Officer" is a statutory appointment pursuant to Section 151 of the Local Government Act 1972. The functions of the Chief Financial Officer are set out in Article 12 of Part 2 of the Council's Constitution. 4. "Commercial Specialist" means an Officer authorised by the Director of Corporate Resources to manage the procurement of a category or categories of goods, services and/or works. Where there is no Commercial Specialist for the goods, services and/or works being procured the Head of Commissioning and Procurement shall adopt this role. 5. "Concessions" are contracts of the same type as public service contracts, except for the fact that the consideration for the provision of services or works consists either solely in the right to exploit the service or work, or in this right together with payment. 6. "Contract" means a binding agreement between two or more parties for performing, or refraining from performing, some specified act(s) in exchange for lawful consideration. 7. "Contract Extension" means an extension to the duration of the Contract, but not including any alteration to the scope of the Contract. 8. "Contracts Finder" means the web-based portal provided for the purposes of Part 4 of the Public Contracts Regulations 2015. 9. "Contract Opportunity Publication" is the means by which a Procurement Exercise is advertised, and includes (where appropriate) the 'Contract Notice' and Contracts Finder as defined in the Public Contract Regulations 2015.

<p>2015.</p> <p>10. "Contract Modification" means an alteration to the scope of the contract.</p> <p>11. "Corporate Contract" means any Contract or Framework Agreement or other arrangement put in place by the Council itself, ESPO, or any other Public Sector Organisation (including other Local Authorities) or Consortium in which the Council is entitled to participate and which, where necessary, has been awarded in compliance with EU legislation.</p> <p>12. "Council" means Leicestershire County Council.</p> <p>13. "Dynamic Purchasing System" means a completely electronic process, which has a limited duration, for making commonly used purchases, as more particularly defined and described in the Public Contract Regulations 2015.</p> <p>14. "Electronic Tendering System" means an electronic tendering system approved in accordance with Rule 5 (g) (ii).</p> <p>15. "ESPO" means the Eastern Shires Purchasing Organisation being a local authority purchasing and distribution consortium of which the Council is a joint member authority.</p> <p>16. "Estimated Value" means the value as estimated under Rule10.</p> <p>17. "E-Tender" means a Tender that has been submitted using an Electronic Tendering System.</p> <p>18. "EU Threshold" means the respective threshold for Services, Supplies, Works or Light-Touch Services contracts referred to in the Public Contract Regulations 2015.</p> <p>19. "Executive" means the executive or committee determined in accordance with the Council's constitution.</p> <p>20. "Formal Tender Process" is a process following the requirements of Open Tendering, Restricted Tendering, Standing List, Negotiated Procedure, Competitive Procedure with Negotiation, Competitive Dialogue or Innovation Partnership Procedure. And Formal Tender shall be construed accordingly.</p> <p>21. "Framework Agreement" is a general term for agreements with suppliers which set out terms and conditions under which specific purchases (call-offs) can be made throughout the term of the agreement. The Framework Agreement may, itself, be a contract to which the EU procurement directives and Public Contracts Regulations 2006 and 2015 apply.</p> <p>22. "Further Competition" is undertaken where not all the terms of a proposed contract are laid down in a Framework Agreement. It involves re-opening competition between the economic operators which are parties to the Framework Agreement and which are capable of performing the proposed contract, on the basis of the same or, if necessary, more precisely formulated terms, and where appropriate other terms referred to in the contract documents based on the Framework Agreement.</p> <p>23. "Invitation to Tender" means the document(s) containing the specification, proposed terms and conditions and other appropriate information as issued to the Tenderers to solicit Formal Tenders.</p> <p>24. "Irregular Tender" means a Tender that does not fully comply with the instructions given in the Invitation to</p>	<p>10. "Contract Manager" means an Officer responsible for the administration and management of a Contract.</p> <p>11. "Contract Modification" means an alteration to the scope of the Contract.</p> <p>12. "Corporate Contract" means any Contract or Framework Agreement or other arrangement put in place by the Council itself, ESPO, or any other Public Sector Organisation (including other Local Authorities) or Consortium in which the Council is entitled to participate and which, where necessary, has been awarded in compliance with EU legislation.</p> <p>13. "Council" means Leicestershire County Council.</p> <p>14. "Dynamic Purchasing System" means a completely electronic process, which has a limited duration, for making commonly used purchases, as more particularly defined and described in the Public Contract Regulations 2015.</p> <p>15. "Electronic Tendering System" means an electronic tendering system approved in accordance with Rule 5 (g) (ii).</p> <p>16. "ESPO" means the Eastern Shires Purchasing Organisation being a local authority purchasing and distribution consortium of which the Council is a joint member authority.</p> <p>17. "Estimated Value" means the value as estimated under Rule10.</p> <p>18. "E-Tender" means a Tender that has been submitted using an Electronic Tendering System.</p> <p>19. "EU Threshold" means the respective threshold for Services, Supplies, Works or Light-Touch Services contracts referred to in the Public Contract Regulations 2015.</p> <p>20. "Executive" means the executive or committee determined in accordance with the Council's constitution.</p> <p>21. 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<p>Tender.</p> <p>25. “Life-Cycle Costing” means all or part of the following costs over the life-cycle of a product, service or works, to the extent that they are relevant:</p> <ul style="list-style-type: none"> (i) Costs of acquisition, (ii) Costs of use, such as consumption of energy and other resources, (iii) Maintenance costs, (iv) End of life costs, such as collection and recycling costs, (v) Costs imputed to the environmental externalities linked to the product, service or works during its life cycle, provided their monetary value can be determined and verified. These costs may include the cost of emissions of greenhouse gases and of other pollutant emissions and other climate change mitigation costs. <p>26. “Light-Touch Services” means those services referred to in regulation 74 and Schedule 3 of the Public Contracts Regulations 2015.</p> <p>27. “Officer” means an employee of the Council.</p> <p>28. “OJEU” means Official Journal of the European Union.</p> <p>29. “Person” includes a partnership, body corporate or unincorporated association.</p> <p>30. “Post Tender Negotiations” means the ability to negotiate with a Tenderer after a Tender has been opened and evaluated in accordance with the published evaluation criteria for the purposes of securing an improvement in the delivery of the contract including but not limited to improvements in price.</p> <p>31. “Procurement Exercise” means any process by which goods, services and/or works are to be procured including but not limited to Request for Quotations and Formal Tender Processes. For the purpose of these Rules a contract for a Concession shall be treated as a Procurement Exercise.</p> <p>32. “Procuring Officer” means any Officer, acting under the delegated powers of the Appropriate Chief Officer, who is responsible for the procurement of goods and services.</p> <p>33. “Public Contracts Regulations 2015” means the Public Contracts Regulations 2015 as amended, consolidated, extended, re-enacted or replaced. These Regulations implement Directive 2014/24/EU of the European Parliament and of the Council on Public Procurement.</p> <p>34. “Quotation” means an offer to sell works, goods and/or services at a stated price under specified conditions. A Quotation may or may not be written.</p> <p>35. “Request for Quotation” (“RFQ”) means a document or documents containing the specification, and proposed terms and conditions issued to potential suppliers to solicit written Quotations.</p> <p>36. “Standard Terms and Conditions” means standard contractual terms used by Leicestershire County Council, including those attached to procurement orders or orders generated by ‘line of business’ systems, those</p>	<p>26. “Life-Cycle Costing” means all or part of the following costs over the life-cycle of a product, service or works, to the extent that they are relevant:</p> <ul style="list-style-type: none"> (i) Costs of acquisition, (ii) Costs of use, such as consumption of energy and other resources, (iii) Maintenance costs, (iv) End of life costs, such as collection and recycling costs, (v) Costs imputed to the environmental externalities linked to the product, service or works during its life cycle, provided their monetary value can be determined and verified. 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<p>included in Request for Quotation templates, and standard industry terms.</p> <p>37. "Standardised Pre-Qualification Questionnaire" means a questionnaire that complies with the Crown Commercial Service statutory guidance relating to Pre-Qualification Questionnaires.</p> <p>38. "Standing List" means a list of Persons which has been established in accordance with Rule 27.</p> <p>39. "Suitability Assessment Question" means a question which relates to the subject matter of the procurement and is proportionate and which the Council requires for assessing the Tenderers suitability.</p> <p>40. " Commissioning and Procurement Strategy" means the strategy document that explains how the Council's commissioning and procurement activity will be used between 2014 and 2018 to improve the quality of life for the people of Leicestershire and make Leicestershire the best possible place to live and work for everyone.</p> <p>41. "Tender" means the formal offer from a Tenderer, which is capable of acceptance by the Council, which is a response to an Invitation to Tender. It shall include all documents comprising the submission including pricing, technical specification and method statements as well as information about the Tenderer. A written Quotation is also a Tender. The term "Tender" also includes an E-Tender except where the context implies otherwise.</p> <p>42. "Tenderer" or "Tenderers" means the Person or Persons invited to participate in a Procurement Exercise.</p> <p>43. "Total Value" means the value of a Contract which has been calculated in accordance with Rule 10(b) (excluding Rule 10 (b) (vii)) reading where appropriate Total Value for Estimated Value.</p> <p>44. "In writing" or "written" for the purpose of interpreting these Rules includes transmission by any electronic means which have been approved by the County Solicitor in consultation with the Director of Corporate Resources.</p> <p>45. Words imparting the masculine include the feminine gender.</p> <p>46. "Rule(s)" means these Contract Procedure Rules as may be amended from time to time.</p>	<p>38. "Standardised Pre-Qualification Questionnaire" means a questionnaire that complies with the Crown Commercial Service statutory guidance relating to Pre-Qualification Questionnaires.</p> <p>39. "Standing List" means a list of Persons which has been established in accordance with Rule 27.</p> <p>40. "Suitability Assessment Question" means a question which relates to the subject matter of the procurement and is proportionate and which the Council requires for assessing the Tenderers suitability.</p> <p>41. " Commissioning and Procurement Strategy" means the strategy document that explains how the Council's commissioning and procurement activity will be used between 2014 and 2018 to improve the quality of life for the people of Leicestershire and make Leicestershire the best possible place to live and work for everyone.</p> <p>42. "Tender" means the formal offer from a Tenderer, which is capable of acceptance by the Council, which is a response to an Invitation to Tender. It shall include all documents comprising the submission including pricing, technical specification and method statements as well as information about the Tenderer. A written Quotation is also a Tender. The term "Tender" also includes an E-Tender except where the context implies otherwise.</p> <p>43. "Tenderer" or "Tenderers" means the Person or Persons invited to participate in a Procurement Exercise.</p> <p>44. "Total Value" means the value of a Contract which has been calculated in accordance with Rule 10(b) (excluding Rule 10 (b) (vii)) reading where appropriate Total Value for Estimated Value.</p> <p>45. "In writing" or "written" for the purpose of interpreting these Rules includes transmission by any electronic means which have been approved by the Director of Law and Governance in consultation with the Director of Corporate Resources.</p> <p>46. Words imparting the masculine include the feminine gender.</p> <p>47. "Rule(s)" means these Contract Procedure Rules as may be amended from time to time.</p>
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