

| Current Provisions  | Proposed Amendments  |
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| <p><b>PROCUREMENT PRINCIPLES</b></p> <p><b>RULE 5</b></p> <p><b>General Requirements</b></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>(d) 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>(e) 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>(f) Based on criteria laid down by the Executive, the Chief Finance Officer will be responsible for evaluating the financial status of Tenderers and suppliers.</p> <p>(g) 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 Director of Law and Governance following consultation with the Director of Corporate Resources.</p> <p>(i) 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.</p> | <p><b>PROCUREMENT PRINCIPLES</b></p> <p><b>RULE 5</b></p> <p><b>General Requirements</b></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>(d) 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>(e) 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, <b>the Concession Contracts Regulations 2016</b>, and where applicable the Public Contracts Regulations 2006) must be complied with at all times.</p> <p>(f) Based on criteria laid down by the Executive, the Chief Finance Officer will be responsible for evaluating the financial status of Tenderers and suppliers.</p> <p>(g) 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;">(iii) 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;">(iv) any electronic tendering system has been approved by the Director of Law and Governance following consultation with the Director of Corporate Resources.</p> <p>(i) 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.</p> |

**APPENDIX B: Proposed Amendments to Part 4 G - Contract Procedure Rules**

**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 Director of Law and Governance.
  - (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. 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.

- (v) for those unforeseen emergencies, where immediate action is required in order to fulfil the

**RULE 6**

**Exceptions**

- (a) Subject to the requirements of EU Directives, EU Treaties, Acts of Parliament, the Public Contracts Regulations 2015, **and the Concession Contracts Regulations 2016** 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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    - 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.

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| <p>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> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul> <p>(c) In all cases under Rule 6 a full record of the reasons for the exception shall be maintained.</p>  | <p>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> <ul style="list-style-type: none"> <li>(i) of the appropriate Chief Officer <b>in consultation with the relevant Commercial Specialist</b> 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</li> <li>(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.</li> </ul> <p>(c) In all cases under Rule 6 a full record of the reasons for the exception shall be maintained.</p>   |
| <p><b>PROCUREMENT EXERCISE</b></p> <p><b>RULE 10</b></p> <p><b>Pre-Estimate</b></p> <p>(a) Before any Procurement Exercise is begun the Procuring Officer must calculate its Estimated Value in accordance with this Rule.</p> <p>(b) The Estimated Value shall be calculated as follows:</p> <ul style="list-style-type: none"> <li>(i) Where the contract period is fixed the Estimated Value shall be the total estimated maximum value of the supplies, services or works to be supplied over the period covered including any extensions to the contract;</li> <li>(ii) Where the contract period is indeterminate the Estimated Value shall be calculated by multiplying the estimated average monthly value by 48;</li> <li>(iii) For feasibility studies the Estimated Value shall be the value of the scheme or contracts which may be awarded as a result;</li> <li>(iv) For Concessions the Estimated Value shall be the estimated gross value of the service before income over the contract period;</li> <li>(v) The Estimated Value must exclude Value Added Tax (VAT) but must include all other taxes and duties;</li> <li>(vi) Periodic purchases for the same requirement, whether that is from the same or different suppliers, must be aggregated over a minimum of a 12 month period;</li> <li>(vii) Where the Council may be contributing only part of the Total Value of a contract, it is nevertheless the total Estimated Value that should be applied in determining the correct procedures to be applied under these Rules.</li> </ul> <p>(c) Where there is any doubt as to the Estimated Value then the procedure for the higher threshold in Rule 11</p> | <p><b>PROCUREMENT EXERCISE</b></p> <p><b>RULE 10</b></p> <p><b>Pre-Estimate</b></p> <p>(a) Before any Procurement Exercise is begun the Procuring Officer must calculate its Estimated Value in accordance with this Rule.</p> <p>(b) The Estimated Value shall be calculated as follows:</p> <ul style="list-style-type: none"> <li>(i) Where the contract period is fixed the Estimated Value shall be the total estimated maximum value of the supplies, services or works to be supplied over the period covered including any extensions to the contract;</li> <li>(ii) Where the contract period is indeterminate the Estimated Value shall be calculated by multiplying the estimated average monthly value by 48;</li> <li>(iii) For feasibility studies the Estimated Value shall be the value of the scheme or contracts which may be awarded as a result;</li> <li>(iv) For Concession <b>Contracts</b> the Estimated Value shall be the estimated <b>financial value to the supplier that shall be made over the duration of the Contract, net of value added tax;</b></li> <li>(v) The Estimated Value must exclude Value Added Tax (VAT) but must include all other taxes and duties;</li> <li>(vi) Periodic purchases for the same requirement, whether that is from the same or different suppliers, must be aggregated over a minimum of a 12 month period;</li> <li>(vii) Where the Council may be contributing only part of the Total Value of a contract, it is nevertheless the total Estimated Value that should be applied in determining the correct procedures to be applied under these Rules.</li> </ul> <p>(c) Where there is any doubt as to the Estimated Value then the procedure for the higher threshold in Rule 11</p> |

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| <p>must be used.</p> <p>(d) Where the Estimated Value is £10,000 or more the Procuring Officer must notify in writing the appropriate Commercial Specialist of the Estimated Value before proceeding. A written record of that Estimated Value must then be kept on file by the Procuring Officer.</p>  | <p>must be used.</p> <p>(d) Where the Estimated Value is £10,000 or more the Procuring Officer must notify in writing the appropriate Commercial Specialist of the Estimated Value before proceeding. A written record of that Estimated Value must then be kept on file by the Procuring Officer.</p>   |
| <p><b>RULE 12</b></p> <p><b><i>Suitability Assessment and Award Evaluation Criteria</i></b></p> <p>(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.</p> <p>(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;</p> <p>(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).</p>  | <p><b>RULE 12</b></p> <p><b><i>Suitability Assessment and Award Evaluation Criteria</i></b></p> <p>(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.</p> <p>(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 <b>Standardised Selection Questionnaire or the European Single Procurement Document</b> must be used for the selection criteria;</p> <p>(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).</p>  |
| <p><b>RULE 14</b></p> <p><b>Contract Opportunity Publication</b></p> <p>(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.</p> <p>(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.</p> <p>(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:</p> <p style="padding-left: 40px;">(i) the deadline for receipt of Tenders where an Open Tendering procedure is being used; or</p> <p style="padding-left: 40px;">(ii) the deadline for receipt of Suitability Assessment Questionnaire, where a Restricted Tendering procedure is being used.</p> <p>(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</p> | <p><b>RULE 14</b></p> <p><b>Contract Opportunity Publication</b></p> <p>(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.</p> <p>(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.</p> <p>(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:</p> <p style="padding-left: 40px;">(i) the deadline for receipt of Tenders where an Open Tendering procedure is being used; or</p> <p style="padding-left: 40px;">(ii) the deadline for receipt of <b>the Standardised Selection Questionnaire or the European Single Procurement Document</b>, where a Restricted Tendering procedure is being used.</p> <p>(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</p> |

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| <p>any other requirements such as suitability requirements or explanatory information.</p> <p>(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.</p> <p>(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> <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>other requirements such as suitability requirements or explanatory information.</p> <p>(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.</p> <p>(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> <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><b>RULE 16</b></p> <p><b>Restricted Tendering</b></p> <p>(a) Subject to Rule 16 (b), this Rule applies to Tenders where the Estimated Value is equal to or exceeds the EU Threshold.</p> <p>(b) Where the services being tendered are Light-Touch Services the Procuring Officer may choose to use this Restricted Tendering procedure but is not required to.</p> <p>(c) Under Restricted Tendering, Procuring Officers need only send Invitations to Tender to:</p> <p style="padding-left: 40px;">(i) not less than five of the Persons who respond to the Contract Opportunity Publication and who best meet the shortlisting methodology agreed in Rule 12(c); or</p> <p style="padding-left: 40px;">(ii) where fewer than five Persons have applied or are considered suitable, to all those Persons who equal or exceed the minimum requirements for the shortlisting methodology agreed in Rule 12(c).</p> <p>(d) The shortlisting criteria and process must be prepared (in consultation with the Commercial Specialist) in advance of the issue of the Standardised Pre-Qualification Questionnaire and a copy retained on file.</p> <p>(e) All Persons that do not qualify for inclusion on the shortlist to receive an Invitation to Tender must receive notice that they have been excluded from the Procurement Exercise. Any Person requesting in writing the reasons why they were unsuccessful shall be informed by the Procuring Officer of the reasons for the Council's decision.</p> | <p><b>RULE 16</b></p> <p><b>Restricted Tendering</b></p> <p>(a) Subject to Rule 16 (b), this Rule applies to Tenders where the Estimated Value is equal to or exceeds the EU Threshold.</p> <p>(b) Where the services being tendered are Light-Touch Services the Procuring Officer may choose to use this Restricted Tendering procedure but is not required to.</p> <p>(c) Under Restricted Tendering, Procuring Officers need only send Invitations to Tender to:</p> <p style="padding-left: 40px;">(i) not less than five of the Persons who respond to the Contract Opportunity Publication and who best meet the shortlisting methodology agreed in Rule 12(c); or</p> <p style="padding-left: 40px;">(ii) where fewer than five Persons have applied or are considered suitable, to all those Persons who equal or exceed the minimum requirements for the shortlisting methodology agreed in Rule 12(c).</p> <p>(d) The shortlisting criteria and process must be prepared (in consultation with the Commercial Specialist) in advance of the issue of the <b>Standardised Selection Questionnaire or the European Single Procurement Document</b> and a copy retained on file.</p> <p>All Persons that do not qualify for inclusion on the shortlist to receive an Invitation to Tender must receive notice that they have been excluded from the Procurement Exercise. Any Person requesting in writing the reasons why they were unsuccessful shall be informed by the Procuring Officer of the reasons for the Council's decision.</p> |
| <p><b>RULE 17</b></p> <p><b>Negotiated Procedure, Competitive Procedure with Negotiation, Competitive Dialogue Procedure and Innovation Partnership Procedure</b></p> <p>The Negotiated Procedure, Competitive Procedure with Negotiation, Competitive Dialogue Procedure or Innovation</p>  | <p><b>RULE 17</b></p> <p><b>Negotiated Procedure, Competitive Procedure with Negotiation, Competitive Dialogue Procedure and Innovation Partnership Procedure</b></p> <p>The Negotiated Procedure, Competitive Procedure with Negotiation, Competitive Dialogue Procedure or Innovation</p>   |



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| <p>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>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><b>RULE 17 A</b></p> <p><b>Concession Contracts</b></p> <p>Procuring Officers must only establish Concession Contracts with prior consultation of the Director of Law and Governance and with the prior approval of the Director of Corporate Resources also in the case of Concession Contracts above the EU threshold.</p>  |
| <p><b>SCHEDULE 1</b></p> <p><b>Interpretation</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>3. “Chief Finance Officer” is a statutory appointment pursuant to Section 151 of the Local Government Act 1972. The functions of the Chief Finance Officer are set out in Article 12 of Part 2 of the Council’s Constitution.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>7. "Contract Extension" means an extension to the duration of the Contract, but not including any alteration to the scope of the Contract.</li> <li>8. “Contracts Finder” means the web-based portal provided for the purposes of Part 4 of the Public Contracts Regulations 2015.</li> <li>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</li> </ol> | <p><b>SCHEDULE 1</b></p> <p><b>Interpretation</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>3. “Chief Finance Officer” is a statutory appointment pursuant to Section 151 of the Local Government Act 1972. The functions of the Chief Finance Officer are set out in Article 12 of Part 2 of the Council’s Constitution.</li> <li>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.</li> <li>5. “Concession Contract” means a works concession Contract or services concession Contract for pecuniary interest concluded in writing by means of which the Council entrusts the execution of works or the provision and the management of services (other than the execution of works) to one or more economic operators, the consideration for which consists either solely in the right to exploit the works or the services that are the subject of the Contract or in that right together with payment; and that meets the requirements of Regulation 3(4) of the Concession Contracts Regulations 2016 (CCR 2016).</li> </ol> <p>Regulation 3(4) of the CCR 2016 further defines the necessary requirements of the arrangement for the purposes of the regime, which are :</p> <ol style="list-style-type: none"> <li>(i) the award of the Contract must transfer to the concessionaire the operating risk in exploiting the works or services encompassing demand or supply risk or both; and</li> <li>(ii) the part of the risk transferred to the concessionaire involves real exposure to the vagaries of the market, such that any potential estimated loss incurred by the concessionaire is not merely nominal or negligible.</li> </ol> |

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| <p>Regulations 2015.</p> <p>10. "Contract Manager" means an Officer responsible for the administration and management of the 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. "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>22. "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>23. "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>24. "Invitation to Tender" means the document(s) containing the specification, proposed terms and conditions</p> | <p>6. "Concession Contracts Regulations 2016" means the Concession Contracts Regulations 2016 as amended, consolidated, extended, re-enacted or replaced. These Regulations implement Directive 2014/25/EU of the European Parliament and of the Council on Public Procurement.</p> <p>7. "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.</p> <p>8. "Contract Extension" means an extension to the duration of the Contract, but not including any alteration to the scope of the Contract.</p> <p>9. "Contracts Finder" means the web-based portal provided for the purposes of Part 4 of the Public Contracts Regulations 2015.</p> <p>10. "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> <p>11. "Contract Manager" means an Officer responsible for the administration and management of the Contract.</p> <p>12. "Contract Modification" means an alteration to the scope of the contract.</p> <p>13. "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>14. "Council" means Leicestershire County Council.</p> <p>15. "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>16. "Electronic Tendering System" means an electronic tendering system approved in accordance with Rule 5 (g) (ii).</p> <p>17. "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>18. "Estimated Value" means the value as estimated under Rule10.</p> <p>19. "E-Tender" means a Tender that has been submitted using an Electronic Tendering System.</p> <p>20. "EU Threshold" means the respective threshold for Services, Supplies, Works or Light-Touch Services contracts referred to in the Public Contract Regulations 2015 and the Concession Contracts Regulations 2016.</p> <p>21. "Executive" means the executive or committee determined in accordance with the Council's constitution.</p> <p>22. "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</p> |
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| <p>and other appropriate information as issued to the Tenderers to solicit Formal Tenders.</p> <p>25. "Irregular Tender" means a Tender that does not fully comply with the instructions given in the Invitation to Tender.</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"><li>(i) Costs of acquisition;</li><li>(ii) Costs of use, such as consumption of energy and other resources;</li><li>(iii) Maintenance costs;</li><li>(iv) End of life costs, such as collection and recycling costs;</li><li>(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 costs of emissions of greenhouse gases and of other pollutant emissions and other climate change mitigation costs.</li></ul> <p>27. "Light-Touch Services" means those services referred to in regulation 74 and Schedule 3 of the Public Contracts Regulations 2015.</p> <p>28. "Officer" means an employee of the Council.</p> <p>29. "OJEU" means Official Journal of the European Union.</p> <p>30. "Person" includes a partnership, body corporate or unincorporated association.</p> <p>31. "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>32. "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>33. "Procuring Officer" means any Officer, acting under the delegated powers of the appropriate Chief Officer, who is responsible for the procurement of works, goods and/or services.</p> <p>34. "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>35. "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>36. "Request for Quotation" ("RFQ") means a document or documents containing the specification, and</p> | <p>Innovation Partnership Procedure. And Formal Tender shall be construed accordingly.</p> <p>23. "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>24. "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>25. "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>26. "Irregular Tender" means a Tender that does not fully comply with the instructions given in the Invitation to Tender.</p> <p>27. "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"><li>(i) Costs of acquisition;</li><li>(ii) Costs of use, such as consumption of energy and other resources;</li><li>(iii) Maintenance costs;</li><li>(iv) End of life costs, such as collection and recycling costs;</li><li>(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 costs of emissions of greenhouse gases and of other pollutant emissions and other climate change mitigation costs.</li></ul> <p>28. "Light-Touch Services" means those services referred to in regulation 74 and Schedule 3 of the Public Contracts Regulations 2015.</p> <p>29. "Officer" means an employee of the Council.</p> <p>30. "OJEU" means Official Journal of the European Union.</p> <p>31. "Person" includes a partnership, body corporate or unincorporated association.</p> <p>32. "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>33. "Procurement Exercise" means any process by which goods, services and/or works are to be procured</p> |
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proposed terms and conditions issued to potential suppliers to solicit written Quotations.

37. "Standard Terms and Conditions" means standard contractual terms used by Leicestershire County Council, including those attached to iprocurement orders or orders generated by 'line of business' systems, those included in Request for Quotation templates, and standard industry terms.
38. "Standardised Pre-Qualification questionnaire" means a questionnaire that complies with the Crown Commercial Service statutory guidance relating to Pre-Qualification Questionnaires.
39. "Standing List" means a list of Persons which has been established in accordance with Rule 27.
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.
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.
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.
43. "Tenderer" or "Tenderers" means the Person or Persons invited to participate in a Procurement Exercise.
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.
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.
46. Words imparting the masculine include the feminine gender.
47. "Rule(s)" means these Contract Procedure rules as may be amended from time to time.

[end of Contract Procedure Rules]

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.

34. "Procuring Officer" means any Officer, acting under the delegated powers of the appropriate Chief Officer, who is responsible for the procurement of works, goods and/or services.
35. "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.
36. "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.
37. "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.
38. "Standard Terms and Conditions" means standard contractual terms used by Leicestershire County Council, including those attached to iprocurement orders or orders generated by 'line of business' systems, those included in Request for Quotation templates, and standard industry terms.
39. "Standardised Selection Questionnaire" means a questionnaire that complies with the Crown Commercial Service statutory guidance relating to Pre-Qualification Questionnaires.
40. "Standing List" means a list of Persons which has been established in accordance with Rule 27.
41. "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.
42. "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.
43. "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.
44. "Tenderer" or "Tenderers" means the Person or Persons invited to participate in a Procurement Exercise.
45. "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.
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48. "Rule(s)" means these Contract Procedure rules as may be amended from time to time.

[end of Contract Procedure Rules]