

Contract Procurement Rules 2013
Summary of Changes:

Page number and reference	New entry	Previous entry or clarification of amendment
Page 3 Part A	<p style="text-align: center;">Identify Requirements</p> <p style="text-align: center;">And carry out Risk Assessment with Risk Manager</p> <p style="text-align: center;">Contact Procurement and Legal who will support in</p> <p style="text-align: center;">Estimating Expenditure / Contract Value and selection of Appropriate Procurement Method</p>	<p style="text-align: center;">Identify Requirements</p> <p style="text-align: center;">Estimate Expenditure / Contract Value</p> <p style="text-align: center;">Rules 4 and 5</p> <p style="text-align: center;">Select Appropriate Procurement Method</p>
Page 3 Part A	<p style="text-align: center;">For Works Contracts below £250k see Table A for requirements.</p>	<p style="text-align: center;">Works Contracts £100k+</p>
Page 3 Part A	<p>Thresholds updated</p> <p>Goods/Services £500 - £10,000 – Get at least two written quotes</p> <p>Goods/Services £10,001 - £100,000 – Get at least three written quotes</p> <p>Goods/Services £100,001 + - competitive tenders</p> <p>Works - £250,000 + - competitive tenders (for works contracts below 250k see Table A for requirements)</p>	<p>Contract Value under £5,000 – Get at least one estimate</p> <p>Contract Value from £5,001 to £50,000 (works to £200,000) – get at least three quotes</p> <p>Goods/services contract value £50,001 + - competitive tenders</p> <p>Works contracts value £200,001 + - competitive tenders</p>
Page 4 1.1	<p>These Contract Procurement Rules (the Rules) provide a structure for the procurement of works, goods and services. Following them will ensure value for money, propriety and the proper expenditure of public funds. Officers must remember that their budgets are made up of public money and must ensure that they are spent correctly, fairly and transparently.</p>	<p>These Contract Procurement Rules (the Rules) provide a framework for the procurement of works, goods and services. Following them will ensure value for money, propriety and the proper expenditure of public funds</p>
Page 4 1.4	<p>Failure to comply with the Rules may result in Officers conduct being examined under the Council's Managing Misconduct Policy. It is a disciplinary offence to fail to comply with these Rules when letting contracts and employees have a duty to report breaches of these Rules following the procedures in the Confidential Reporting (Whistleblowing) Policy as described in section 3.13</p>	<p>1.1 Failure to comply with the Rules may result in Officers conduct being examined under the Council's Managing Misconduct Policy. It is a disciplinary</p>

		<p>offence to fail to comply with these Rules when letting contracts and employees have a duty to report breaches of these Rules to their Strategic Director and the Audit Manager.</p>
<p>Page 4 1.6</p>	<p>Contracts and Procurement Group</p>	<p>Procurement and Contracts Group</p>
<p>Page 4 1.7</p>	<p>You should ask for advice from Procurement Services and Legal Services, as per the contacts list at the end of these Rules, if any aspect of these rules are unclear. You should also seek Procurement and Legal Services advice at the indicated stages of any procurement process, and at any other time should you wish to do so.</p>	<p>You should ask for advice from the Procurement Officer, Legal and Internal Audit and Consultancy Services if any aspect of these rules are unclear. You should also seek Procurement and Legal advice at the indicated stages of any procurement process</p>
<p>Page 5 2.4</p>	<p>These Rules apply to all contracts with third parties and all sub-contracts where the Council nominates a sub-contractor or supplier, or where we appoint a consultant (refer to Part G) to act on behalf of the Council. They also apply, in appropriate circumstances, to the sale of assets, goods or services by the Council. They do not apply to:</p> <ul style="list-style-type: none"> • contracts of employment • purchases made at public auction • contracts with other local authorities or Central Government (this can refer to collaborative working such as consortia arrangements, where the Procurement rules of the lead authority apply). 	<p>1.2 These Rules apply to all contracts with third parties and all sub-contracts where the Council nominates a sub-contractor or supplier, or where we appoint a consultant to act on behalf of the Council. They also apply, in appropriate circumstances, to the sale of assets, goods or services by the Council. They do not apply to:</p>

		<ul style="list-style-type: none"> • contracts of employment • purchases made at public auction • contracts with other local authorities or Central Government (this refers to consortia arrangements, where the Procurement rules of the lead authority apply).
Pg5 Part C	<p>Officer's Interest in Contracts</p> <p>3.1. The nature of the Council's activities often calls for a close working relationship with commercial organisations and without making any implication of improper conduct by either Officers or contractors, it is in your interests to ensure that there cannot even be a suspicion of a conflict of interest.</p> <p>3.2. This Rule is of particular importance to staff who are in close contact with commercial firms seeking the opportunity to tender for the Council's services. It is important that the actions of such staff should be manifestly above suspicion of bias in favour of a particular firm and every care must be taken not to disclose 'in confidence' information e.g. tender prices.</p> <p style="text-align: center;"><u>Private Interests</u></p> <p>3.3 No contract may be awarded to an Officer of the Council, or to any partnership of which they, or any member of their family are a member (except for a corporation in which they are a shareholder) or to any company of which they or any member of their family are a director unless the Chief Executive has given permission for the award of the contract to proceed.</p> <p>3.4 In such a case the officer must disclose the full measure of their interest in the contract to their Strategic Director who will notify the Chief Executive.</p> <p>3.5 No Officer may accept a directorship in any company, without the express permission of the Chief Executive. Permission should be sought through their Strategic Director who will make a</p>	<p>3.1 to 3.12 moved position – previously under section 26</p> <p>Deleted – You must follow Rule 26 (Officers interest in Contracts) at all times. You should check with the Procurement Officer whether there are any suitable Framework Agreements or if your procurement should become a Framework Agreement.</p> <p>Deleted- See Rule 19 (Joining a Framework Agreement)</p>

submission to the Chief Executive.

3.6 Any member of staff who comes into official contact with any matter concerning a business organisation in which they or a member of their family have an interest must disclose this interest to their Strategic Director and ask that some other Officer deals with the matter.

3.7 All Officers are expected to be aware of and comply with the requirements of the Council's policy on Conflicts of Interest.

3.8 The exception to this rule is if two Officers of the Council put in an expression of interest to supply a service through the Community Right to Challenge Act 2012. Advice on this Community Right is available from the Corporate Legal Manager. Any officers that have put in an expression of interest cannot take part in the tendering process from a Council perspective, e.g they cannot participate in tender evaluation.

Prevention of Corruption

3.9 All Contracts should ensure that suppliers are under a contractual obligation to adhere to the requirements of the Bribery Act 2010 and the Councils' requirements as set out in the Councils Anti Bribery Policy.:

Use of Services supplied by Contractors

3.10 No Officer may purchase goods from or use the services of a contractor on preferential terms for private purposes if these terms are given either directly or indirectly because of the potential or actual contractual or other official business relationship between the contractor and the Council.

Hospitality

The utmost discretion must be exercised if offers of hospitality, gifts etc. are received from contractors with whom staff deal in the course of their official duties. Dealings must be kept strictly on a business footing and the highest standard of watchfulness and integrity must be maintained at all times. See also the Council Gift's and Hospitality Policy http://srvinternet01.north-herts.gov.uk/intracontent/index/human_resources/personnel/working_trust/gifts_hospitality.htm

Record of Interests

	<p>3.11 The Corporate Legal Manager shall record in a book to be kept for the purpose, particulars of any notice given by an officer of the Council of a pecuniary interest in a contract. During office hours any Member of the Council may inspect the book. See also the Council Conflicts of Interest Policy http://srvinternet01.north-herts.gov.uk/intracontent/index/human_resources/personnel/working_trust/conflicts_of_interest.htm</p> <p>3.13 Whistleblowing When a Member, employee or a contractor raises concerns about the activities of the Council which are ethically questionable, this is known as whistleblowing and is covered by the Councils’ “Confidential Reporting Policy”. The policy applies to all employees and those contractors working for the Council on Council premises, for example, agency staff. It also covers suppliers and those providing services under a contract with the Council on their own premises. Further information is available at http://srvinternet01.north-herts.gov.uk/intracontent/index/human_resources/personnel/working_trust/confidential_reporting.htm</p>	
Pg7 4.1	<p>The estimated annual and total aggregate values of any contract (whether for works, goods or services – see below and Table A) should be established prior to going to the market and should be recorded in writing.</p> <p>The aggregate value of any contract is calculated on the basis of the total value of the consideration including any options for extensions or renewals (usually the cost payable but may include any benefit in kind or other benefit to the contractor) estimated to be payable over the entire contract period. Where the contract provides for an option to renew or extend, then the estimate should be based on the assumption that the option is exercised.</p> <p>Some contracts might be indefinite in length. In relation to services, the value shall be the total expenditure incurred over a four year period. In relation to supply of goods the value shall be the total expenditure incurred over a twelve month period. Note works contracts cannot be indefinite as they end when the works are complete</p>	<p>The estimated annual and total aggregate values of any contract (whether for works, goods or services – see below and Table A) should be established prior to going to the market and should be recorded in writing.</p> <p>(a) “Works Contract” means a contractor carries out a significant amount of construction or demolition of buildings or earthworks.</p> <p>(b) “Services Contract” means a contractor provides us a service of some sort, e.g. consultancy services,</p>

		<p>courier services, street cleaning etc. This may involve providing some goods, e.g. a report or refuse bins, but most of the work involves doing something for the Council other than “works”.</p> <p>(c) “Goods Contract” means a contractor provides with some tangible items without significant services, e.g. provision of photocopier paper.</p>
Pg 7 4.1.1	<p>The aggregate value of any works contract shall include not only the value of the works themselves over the entire estimated length but also all the related services, equipment and materials which the contractor will be expected to provide under the contract, so it is vital that the specification of the contract is comprehensive. If other contractors are providing separate services, i.e. Quantity Surveyors or Architecture Consultancy in relation to works contracts, these are not included and are treated as separate contracts to the main contract.</p>	<p>The aggregate value of any contract is calculated on the basis of the total value of the consideration (usually the cost payable but may include any benefit in kind or other benefit to the contractor) estimated to be payable over the entire contract period. If the contract period is indefinite:</p> <p>(a) in relation to services – the value shall be the total expenditure incurred over a four year period; or</p> <p>(b) in relation to supply of goods – the value shall be the total</p>

		<p>expenditure incurred over a twelve month period.</p> <p>nb. Works contracts are never indefinite.</p>
Pg8 4.1.2	<p>“Consultancy Services” (see Part G) means a contractor who provides specialist advice to the Council. This does not cover training providers.</p>	added
Pg8 4.7	<p>If there is an intention to use indices for calculating any contract uplift, please ask Financial Services for advice.</p>	<p>If there is an intention to use indices for calculating any contract uplift, please ask the Procurement Officer or Legal for advice.</p>
Pg8 Table A	<p>In all instances, please contact the Procurement Officer for advice in order to ensure we meet requirements for transparency, openness and fairness in advertising opportunities</p>	<p>In all instances, please contact the Procurement Officer for advice on advertising the opportunity in order to ensure we comply with Transparency requirements</p>
Pg 8 Table A	<p>Thresholds and requirements for both works and goods and services updated.</p>	
Page 11 6.2	<p>Officers should demonstrate that value for money has been obtained and should maintain records accordingly, in line with the Document Retention Schedule.</p>	<p>Officers should demonstrate that value for money has been obtained and should maintain records accordingly.</p>
Page 11 7.1	<p>Once a quotation process has started, there must be no contact with any of the bidders unless it is through a clarification process. Clarification questions usually relate to the contract or the specification and responses are time sensitive. Clarification responses are the responsibility of the Project Manager and Legal Services, although please keep Procurement Services informed of progress.</p>	added
Page 11 7.3	<p>Please see Table A for contract notice requirements. The project manager may also place an advert</p>	<p>All contract notices, including timescales for responses, must be</p>

	in a trade publication (please be aware that some publications charge for adverts	published via the e-tendering system (once it is live) and the Procurement Officer will advise on this process. The e-tendering system will then post the notice either to Supply2Gov – www.supply2.gov.uk or the OJEU http://simap.europa.eu , depending on the value. This information will also be provided on the Council's website
Page 12 7.4.1	For all procurements which require Portfolio Holder (e.g. Goods & Services procurements above £100,000 and Works procurements over £250k) input, you must agree the specification with the Portfolio Holder prior to going out to quotation or tender.	For all procurements which require Portfolio Holder (e.g. procurements above £50,000) input, you must agree the specification with the Portfolio Holder prior to going out to quotation or tender
Pg 12 7.5.1	For all procurements which require Member input, you must consult on the scoring method including environmental and economic factors prior to going out to quotation or tender.	For all procurements which require Member input, you must agree the scoring method with Members prior to going out to quotation or tender
Page 12 7.6	Added to sentence – (Please check with the Procurement and Legal Services before proceeding)	
Page 12 7.6.1	Where you can demonstrate that there are insufficient suitably qualified contractors or suppliers to meet the requirements for a minimum of three quotations, both suitably qualified candidates must be invited and this approach agreed under Rule 20 (Waivers	Where you can demonstrate that there are insufficient suitably qualified contractors or suppliers to meet the requirement in Rule Error! Reference source not found. , all suitably qualified candidates must be invited
Page12 7.6.2		Deleted - If the Officer decides not to invite at least three formal quotations and Rule Error! Reference source not found.

		(Error! Reference source not found.) does not apply, then the Officer must obtain a waiver under Rule Error! Reference source not found. (Error! Reference source not found.)
Page 12	<u>Goods & Services Contracts below £100,000 / Works Contracts below £250k</u>	<u>Contracts below £50,000</u>
Page 12 7.7	Strategic Directors may make such arrangements as they consider appropriate for the opening of quotations, provided that they are not opened until after the time appointed for the receipt of the quotations. Responses must be opened at one time in the presence of the Procurement Officer (or their Line Manager) and the Project Manager (or nominated officer) with the results recorded on a quotation record sheet. Both officers are to sign and date the appropriate pages of the quotation document and the record sheet. A copy to be kept by Procurement Services and Legal Services.	Amended: Strategic Directors may make such arrangements as they consider appropriate for the opening of quotations, provided that they are not opened until after the time appointed for the receipt of the quotations and that they are all opened at one time in the presence of the Procurement Officer (or their Line Manager) and the Project Manager (or their nominated officer) and the results are recorded on a quotation record sheet. (link to be inserted)
Page 12	<u>Goods & Services Contracts above £100k / Works Contracts above £250k</u>	<u>Works Contracts above £50,000</u>
Page 13 7.10	(a) Rule 0 (Receipt of Hard Copy Tenders); and	(a) Rule 0 (Receipt of Hard Copy Tenders); and
Page13 8.2.1	It is highly recommended that all documentation and specifications are completed before proceeding to advert. If this is not done in the initial stages, officers may find that they have placed themselves under unnecessary pressure to meet the timescales they have set. In addition, please ensure that all Project meetings (e.g evaluation and moderation) are timetabled well in advance to ensure resource availability at key points, and no diary clashes	new

Page 13 8.2.2	For all procurements which require Member input, you must consult on the specification with the Portfolio Holder prior to going out to quotation or tender.	For all procurements which require Member input, you must agree the specification with Members prior to going out to quotation or tender
page 13 8.2.3	You must not change the specification once the Request for Quote (RFQ) and Invitation to Tender (ITT) has been sent to interested bidders.	You must not change the specification after requesting quotations or tenders
Page 13 78.3.1	For all procurements which require Portfolio Holder input, you must consult on the scoring method with the Portfolio Holder prior to going out to quotation or tender	For all procurements which require Member input, you must agree the scoring method with Members prior to going out to quotation or tender
page 13 8.3..2	You must not change the scoring method once RFQs, Pre Qualification Questionnaires (PQQ) or Invitations to Tender (ITT) have been sent to interested bidders.	You must not change the scoring method after requesting quotations or tenders
Page 13 8.4.1	Contact Legal Services for advice if you need to negotiate or amend the contract during the tender process.	Contact Legal for advice if you need to negotiate or amend the contract during the tender process and follow Rule Error! Reference source not found. (Error! Reference source not found.) .
page 13 8.5	If you are unable, or if your Strategic Director decides that it is not feasible to meet these requirements you must obtain a waiver under Rule Error! Reference source not found. (Error! Reference source not found.) .	If you cannot, or if your Strategic Director decides that you should not meet these requirements you must obtain a waiver under Rule Error! Reference source not found. (Error! Reference source not found.) .
Page 14 Table B	Suppliers are pre-qualified as to their suitability as contracting partners. They are assessed as to	Suppliers are pre-qualified as to their suitability as contracting

	whether they have the capability to provide the works, goods or services.	partners. They are assessed as to whether they can provide the works, goods or services.
Pg 14 Table B Rule 11	This process may be used if we are named or named via a link (eg Supply Herts) as a member of an appropriate Framework Agreement, or if it is an Open Framework. The procedure is that defined by the Framework Agreement but generally invites supplier members to tender prices against a specification. There is not normally any negotiation on terms or conditions.	This process should be used if we are a member of an appropriate Framework Agreement. The procedure is that defined by the Framework Agreement but generally invites supplier members to tender prices against a specification. There is not normally any negotiation on terms or conditions
Page 14 Rule 12	(Contact the Procurement and Legal Services for advice)	new
Page 14 Part D	Once a tender process has started, there must be no contact with any of the bidders unless it is through a clarification process. Clarification questions usually relate to the contract or the specification and responses are time sensitive. Clarification responses are the responsibility of the Project Manager and Legal Services, although please keep Procurement Services informed of progress	new
Page 14 9.1	All adverts and contract award notices must be published as per Table A requirements.	All contract notices, including timescales for responses, must be published via the e-tendering system (once it is live) and the Procurement Officer will advise on this process. The e-tendering system will then post the notice either to Supply2Gov – www.supply2.gov.uk or the OJEU http://simap.europa.eu , depending on the value. This information will also be provided on the Council's website
Page 15	The Council has a standard ITT template which will be tailored to each procurement. Please contact	You should use the approved

9.2	Legal Services for the current version	starting point ITT. Contact the Procurement Officer or Legal for the current version
page 15 9.2.1		Deleted - See Rule Error! Reference source not found. (Error! Reference source not found.) for the meaning of “ITT
page 15 9.2.1	The ITT is a document that details the goods or services we require, in sufficient detail for the interested contractors to give us an accurate quotation of price and how they will meet our minimum expected service levels. The ITT incorporates the form of contract that we intend to contract under, as well as the detailed specification which is probably the most important element. The ITT for each specific procurement must be “owned” by the Project or Service Manager leading the procurement exercise. See also Rules 23 (contractual Terms) and 24 (Specification	The ITT is a document that details the goods or services we require in sufficient detail for the interested contractors to give us an accurate quotation of price and how they will meet our minimum expected service levels. The ITT incorporates the form of contract that we intend to contract under as well as the detailed specification which is probably the most important element. See also Rules Error! Reference source not found. (Error! Reference source not found.) and Error! Reference source not found. (Error! Reference source not found.).
page 15 9.3	. environmental and economic (e.g employment) factors: and social value, and	new
page 15 9.4	Rule 0 (Receipt of Hard Copy Tenders); and	Rule 0 (Receipt of Hard Copy Tenders); and

page 15 10.1.1	All adverts and contract award notices must be published as per the requirements in Table A.	All contract notices, including timescales for responses, must be published via the e-tendering system (once it is live) and the Procurement Officer will advise on this process. The e-tendering system will then post the notice either to Supply2Gov – www.supply2.gov.uk or the OJEU http://simap.europa.eu , depending on the value. This information will also be provided on the Council's website
page 16 10.5	The PQQ stage involves assessing the general capability of a company as a contracting party to provide the services. This is done by assessing	The PQQ stage involves assessing the companies general competence as a contracting party to provide the services. This is done by assessing:
Page 16 10.5	The following may be assessed at PQQ or ITT stage – Social Value and Equalities impacts.	new
Page 16 10.5		Deleted - insurance; and health and safety; and no longer assessed at PQQ stage
Page 16 10.8	The process for selecting and shortlisting contractors must be transparent ,fair and auditable .	The process for selecting and shortlisting contractors must be transparent and fair
Page 16 10.9	In relation to Contract Values under the EU Threshold – you must follow the requirements in Table A	In relation to Contract Values under the EU Threshold – you must invite a minimum of three supplier to

		tender
Page 16 10.9		Deleted - In relation to Contract Values over the EU Threshold – you must invite a minimum of five suppliers to tender, where possible. Not applicable to this section
page 16 10.10.1	The ITT incorporates the form of contract that we intend to contract under as well as the detailed specification which is probably the most important element. The Evaluation Criteria must also be included in this document. See also Rules Error! Reference source not found. (Error! Reference source not found.) and Error! Reference source not found. (Error! Reference source not found.) .	The ITT incorporates the form of contract that we intend to contract under as well as the detailed specification which is probably the most important element. See also Rules Error! Reference source not found. (Error! Reference source not found.) and Error! Reference source not found. (Error! Reference source not found.) .
page 17 11.1	The tendering procedures within the Rules will not apply to a contract for which the Strategic Director responsible, in consultation with the Strategic Director of Finance, Policy & Governance, agrees it is appropriate to purchase from suppliers through an approved external Framework Agreement.	The tendering procedures within the Rules will not apply to a contract for which the Strategic Director responsible, in consultation with the Strategic Director of Finance, Policy & Governance, agrees it is appropriate to award contracts to suppliers through an approved Framework Agreement.
page 17 11.3	This Rule only applies if the Council is already named or named via a link (eg Supply Herts) unless using a consortium framework. i.e ESPO (Eastern Shires Purchasing Organisation) or it is an Open	This Rule only applies if the Council is already a member of, or

	<p>Framework. If there is no appropriate Framework Agreement in place see Rule Error! Reference source not found. (Error! Reference source not found.).</p>	<p>can join an appropriate Framework Agreement. If there is no appropriate Framework Agreement in place see Rule Error! Reference source not found. (Error! Reference source not found.).</p>
<p>page 17 11.4</p>	<p>Each Framework Agreement has its own procedures in relation to purchasing from a Supplier under the agreement. These must be followed exactly. See Procurement and Legal Services for advice. These procedures may be quicker and more straightforward than full procurements. As with all Frameworks, it is important to consider whether it provides the best Value for Money outcome.</p>	<p>Each Framework Agreement has its own procedures in relation to awarding contracts to a supplier. These must be followed exactly. See the Procurement Officer or Legal Services for advice. These procedures are normally much quicker and easier than full procurements.</p>
<p>page 17 12</p>	<p>Please liaise with Procurement and Legal Services in the first instance.</p>	<p>new</p>
<p>page 17 12.1</p>		<p>deleted - You are awarding a repeat contract to the same supplier. You must have previously awarded a contract following a competitive tendering process not more than eighteen months previously. This option must not be used for tenders with an amalgamated value (both the previous and current Contract Values together) above the EU Threshold. You must also consider Rule Error! Reference source not found. (Error! Reference source not</p>

		found.) if the additional work contemplated has the effect of varying the original contract; or
page 17 12.1 (c)	<p>(c) Specialist consultants, suppliers, agents or professional advisors are required and:</p> <ul style="list-style-type: none"> (i) Evidence that there is no satisfactory alternative; or (ii) evidence indicates that there is likely to be no genuine competition; or (iii) it is in the Council's best interest to engage a particular consultant, supplier, agent or advisor; (Contact Procurement and Legal Services for advice) or 	<p>Specialist consultants, suppliers, agents or professional advisors are required and:</p> <ul style="list-style-type: none"> (iv) there is no satisfactory alternative; or (v) evidence indicates that there is likely to be no genuine competition; or (vi) it is in the Council's best interest to engage a particular consultant, supplier, agent or advisor; or
page 18 12.3(j)		Deleted – or competitive dialogue
page 18 13	<u>Receipt of Hard Copy Tenders</u>	<u>Receipt of Tenders</u>
page 18 13.1	You must inform suppliers of the date and time for return on tenders and the date and time of the tender opening. You should inform Procurement Services of the tender closing date for receipt of	You must inform suppliers of the date and time for return on tenders and the date and time of the

	tenders and subsequent tender opening dates.	tender opening. You should inform Committee Services of the tender closing date and tender opening dates.
page 19 13.3	<p>Tenders which do not meet the requirements of Rule Error! Reference source not found. may only be considered if:</p> <ul style="list-style-type: none"> (b) failure to comply is the Council's fault; or (c) a tender is late and it is clear after investigation by the SIAS Audit Manager that it was sent in such a way that in the normal course of events, it would have arrived on time. 	<p>Tenders which do not meet the requirements of Rule Error! Reference source not found. may only be considered if:</p> <ul style="list-style-type: none"> (d) failure to comply is the Council's fault; or (e) a tender is late and it is clear after investigation by the Strategic Director responsible and the Audit Manager that it was sent in such a way that in the normal course of events, it would have arrived on time.
page 19 13.4	In all other cases, late tenders shall not be considered, but given to the Legal Services department who shall open the tender to ascertain the name of the sender and return it stating the reasons for rejection.	In all other cases, late tenders shall not be considered, but shall be opened to ascertain the name of the sender and returned stating the reasons for rejection.
page 19 13.5	All envelopes received shall be kept securely by the Procurement Officer and shall not be opened or accessed until the time appointed for their opening	All envelopes received shall be kept securely and shall not be opened or accessed until the time appointed

		for their opening
page 19 13.6	. Bidders must be notified in reasonable time.	new
page 19 13.7	Contact Procurement and Legal Services for advice if there are any problems with receiving tenders	See 0(Procurement) and contact Legal for advice if there are any problems with receiving tenders
page 19 14.1	Tenders shall be opened together in the presence of the Procurement Officer (or Line Manager in case of absence) and the Project Manager (or nominated officer) responsible for the contract to which the tenders relate, and any Member who has expressed a wish to attend. Procurement will arrange the tender opening.	Tenders shall be opened together in the presence of not less than three officers of the Council, one designated by the Democratic Services Manager, one by the Strategic Director of Finance, Policy & Governance and one by the Head of Service responsible for the contract to which the tenders relate. Committee Services will arrange the tender opening.
page 19 14.2	On opening, the results of all tenders received must be recorded in writing on a tender opening record. This record must contain the title of the proposed contract, the estimated cost, and the names of all those invited to tender.	On opening, the results of all tenders received must be recorded in writing on a tender opening record. This record must contain the title of the proposed contract, the estimated cost, and the names of all those invited to tender. This will be carried out by Committee Services
page 19 14.3	Each tender shall be marked with the date of opening and signed by the officers present on each page where there is any financial data. This is to ensure that there can be no changes to the information that was provided at tender opening. The tender opening record shall be signed by all officers and Members present at the opening, and copies made available where appropriate.. The	Each tender shall be marked with the date of opening and signed by at least two officers present. The tender opening record shall be signed by all officers and Members

	<p>original documents shall be retained in the custody of the Corporate Legal Manager.</p>	<p>present at the opening and retained in the custody of the Corporate Legal Manager. This will be carried out by Committee Services</p>
<p>page 19 14.4</p>	<p>The Cabinet Portfolio Holder, or a Member nominated by them shall be given not less than two working days notice of the date, time and place appointed for the opening of all tenders with a Contract Value in excess of £100,000 to give them the opportunity of attending. This will be carried out by Procurement.</p>	<p>The Cabinet Portfolio Holder, or a Member nominated by them shall be given not less than two working days notice of the date, time and place appointed for the opening of all tenders with a Contract Value in excess of £50,000 to give them the opportunity of attending. This will be carried out by Committee Services</p>
<p>Page 20 14</p>		<p>Deleted - Any Member of the Council has the right to be present if they want at the opening of tenders to which Rule 0 applies, but is only entitled to receive prior notification of the time and place if a specific request has previously been made to the Democratic Services Manager. This will be carried out by Committee Services.</p> <p>1.3 Electronic tenders (when an appropriate system is available which meets the satisfaction of both the Corporate Legal Manager and the Strategic Director of Finance, Policy & Governance) may be submitted by electronic means provided that:</p>

		<ul style="list-style-type: none"> (a) Evidence that the transmission was successfully completed is obtained and recorded; and (b) Each tender submitted electronically is deposited in a secure mailbox approved by the Corporate Legal Manager in the manner prescribed in the advertisement or the invitation to tender documents before the return date; and (c) Electronic tenders are kept in a separate secure folder under the control of the Corporate Legal Manager which is not opened until the deadline is passed for receipt of tenders. <p>1.4 See 0(Procurement) and contact Legal for advice if there are any problems with opening tenders.</p>
page20 14	Where tenders are submitted through the Councils' e-tendering system, it will automatically record the receipt of the tender for audit purposes. Each tender submitted will be deposited in a secure tender box in the system to which only the project team, Procurement and Legal	new

	Services will have access. Once the tender has been awarded, the tender will be kept in a secure vault until the expiry of the retention period.	
page 20 15.1	The appropriate Strategic Director shall evaluate all the tenders or quotations received in accordance with the evaluation criteria set out in the bid documentation (either the invitation to quote or ITT). The Project/ Service manager leading the procurement is responsible for organising all the project meetings necessary to complete the procurement process.	The appropriate Strategic Director shall evaluate all the tenders or quotations received in accordance with the evaluation criteria set out in the bid documentation (either the invitation to quote or ITT)
page 20 15.3	You should contact Legal Services who will advise on the appropriate criteria for your procurement	You should decide who will be involved in the quotation/tender evaluation before the quotation/tenders are issued. Evaluation criteria can take two forms. You should contact the Procurement Officer or Legal to determine the most appropriate criteria for your procurement.
page 20 15.6	Tenders or quotations exceeding the approved budget may only be accepted once the budget holder has liaised with the Accountancy Manager to determine whether, and how, the budget can be increased	Tenders or quotations exceeding the approved budget may only be accepted once the budget holder is satisfied that they can increase the budget.
page 20 15.7b	in cases of urgency, the Chief Executive may use Urgency powers as set out in the Constitution. The appropriate Strategic Director shall report tenders or quotations accepted in this way to the next meeting of the Cabinet	in cases of urgency, the Chief Executive has consulted and obtained the approval of the Leader of the Council. The appropriate Strategic Director shall report tenders or quotations accepted in

		this way to the next meeting of the Cabinet
page 21 15.11	In its simplest form, the most economically advantageous tender criteria includes a balance between the price and quality aspects of your procurement so that the Council achieves the best product for the best price. Common balances are between 70–30 to 60-40 with the weighting towards either price or quality depending on whether price or quality is more important. The weighting decision is made by the Project/ Service Manager leading the procurement.	In its simplest form, the most economically advantageous tender criteria includes a balance between the price and quality aspects of your procurement so that the Council achieves the best product for the best price. Common balances are between 70–30 to 50–50 with the weighting towards either price or quality depending on whether price or quality is more important
page 21 15.12	<p>Most economically advantageous tender criteria must be set before the tender process commences and should include the following elements:</p> <ul style="list-style-type: none"> (a) a point scoring system for individual quality / best value considerations set at the commencement of the procurement process with weightings applied to quality / best value issues in accordance with their importance to the contract; and (b) a ‘quality threshold’ which sets the minimum standards expected. Tenders which fall below this will be excluded from consideration; and (c) an assessment of the price using either of the Council’s “standard” price assessment methods. 	<p>Most economically advantageous tender criteria should include the following elements:</p> <ul style="list-style-type: none"> (d) a point scoring system for individual quality / best value considerations with weightings applied to quality / best value issues in accordance with their importance to the contract; and (e) a ‘quality threshold’ which sets the minimum standards expected. Tenders which fall below this will be excluded from consideration; and (f) an assessment of the price using either of

		the Council's "standard" price assessment methods.
page 21 16	<u>Contract Award for over EU Thresholds</u>	<u>Contract Award</u>
page 21 16.3	All letters and documents must be uploaded through the Councils' e-tendering system and advice is available from Procurement	new
page 21 16.4	A "contract award notice" must be published in the OJEU , Contract Finder (and on the NHDC website) following procurements where the Contract Value is over the EU Threshold,. All contract award notices should be published via the Councils' e-tendering system. Again, Procurement can assist with this. .	A "contract award notice" must be published in the OJEU (and on the NHDC website, including timeframes for comment) following procurements where the Contract Value is over the EU Threshold, unless Rule Error! Reference source not found. (Error! Reference source not found.) applies. For lower value contracts, a Contract Award Notice is still required, however this will only be published on the NHDC website
page 21 16.5	The Strategic Director of Finance, Policy & Governance maintains a Contract Register showing all contracts entered into by the Council. Once awarded, all new contracts over £10,000 must be confirmed to Procurement Services so they can be recorded on the Contracts Register.	The Strategic Director of Finance, Policy & Governance maintains a Contract Register showing all contracts (except for minor contracts where the Strategic Director of Finance, Policy & Governance determines that this listing is unnecessary or inappropriate), entered into by the Council and a schedule of

		<p>contractual payments made on an individual contract basis.</p> <p>Once awarded, all new contracts over £50,000 must be confirmed to the Council's Procurement Officer so they can be recorded in the Contracts Register, it is optional but requested, to also report contracts over £5,000 to allow a more comprehensive register.</p> <p>The Strategic Director of the contracting department will be responsible for informing the Strategic Director of Finance, Policy & Governance of every contract payment for inclusion within the Contract Register.</p>
page 22 17	<u>Standstill Period (for EU Threshold only, not Part B or DPS (Dynamic Purchasing Systems))</u>	<u>Standstill Period</u>
page 22 17.2	1.5 The standstill period must be built into the procurement timetable and immediately follows notification to all tenderers regarding the proposed Contract Award.	The standstill period must be built into the procurement timetable and immediately follows Contract Award procedure.
page 22 18.1.1	Contracts under £10,000 must, as a minimum, be in the form of an official order, issued and signed by an authorised officer in accordance with the Council's Financial Regulations.	Contracts under £50,000 must, as a minimum, be in the form of an official order, issued and signed by an authorised officer in accordance with

		the Council's Financial Regulations.
page 22 18.1.2	Contracts in excess of £10,000, or in any other case where the responsible Strategic Director decides it is necessary or desirable, must be drawn up in a form approved by the Corporate Legal Manager	Contracts in excess of £50,000, or in any other case where the responsible Strategic Director decides it is necessary or desirable, must be drawn up in a form approved by the Corporate Legal Manager.
page 22 18.2		deleted - Any exceptions are to be reported to the Cabinet, together with the reasons for this omission
page 22 18.3		Deleted - in amount or value
page 22 18.4	A contract of any value may be sealed if requested by the responsible Strategic Director or the Corporate Legal Manager. Please contact Legal Services for advice	A contract of any value may be sealed if requested by the responsible Strategic Director or the Corporate Legal Manager. Please contact Legal for advice on when sealing may be appropriate for lower value procurements.
page 22 19	In some instances, a Framework Agreement can offer the most cost effective and appropriate means by which to procure. However, this may not necessarily be the case and so should be regarded as one potential means by which to proceed and should be compared to the alternatives. Procurement will research framework agreements to ensure that they are available for use by NHDC and Legal Services will check the terms and conditions of the call off agreement, if one exists. The Project manager should ensure that it is fit for purpose for their needs.	new

page 23 19.2		deleted - There are normally a number of suppliers (usually at least 3) and the Call-Off selects the particular supplier for your particular requirement.
page 23 19.3	<p>Frameworks can cover supply of works, goods or services. They are useful because once a Framework Agreement has been set up to cover a particular type of works, goods or service you do not need to carry out a full procurement exercise each time you need that supply. Dependant on how the framework has been set up, you can either purchase directly from a supplier, or carry out a mini competition amongst the suppliers. Some consortia require an access agreement to be completed. If there is no appropriate Framework Agreement in place, you can consider whether your procurement is suitable to be a Framework Agreement with other authorities. Procuring supply through a Framework Agreement may lead to price efficiencies due to increased purchasing power.</p>	<p>Frameworks can cover supply of works, goods or services. They are useful because once a Framework Agreement has been set up to cover a particular type of works, goods or service you do not need to carry out a full procurement exercise each time you need that supply, instead you carry out the Call-Off procedure of the Framework Agreement. This is normally much easier and quicker than a full procurement. If there is no appropriate Framework Agreement in place you should consider whether your procurement is suitable to be a Framework Agreement and whether other governmental organisations may need similar supply. Procuring supply through a Framework Agreement can often lead to price efficiencies due to increased purchasing power</p>
page 23 19.4	<p>The maximum duration of a Framework Agreement is four years . The term of a framework agreement may not exceed four years, save in exceptional cases, duly justified. Contact Procurement who will</p>	<p>The maximum duration of a Framework Agreement is four years unless, exceptionally, a longer</p>

	provide advice and guidance	period can be justified
page 23 19.5	Call-Off contracts may extend beyond the life of the Framework Agreement. The terms of the Framework and the maximum length of call off will need to be considered on a case by case basis.	Call-Off contracts may extend beyond the life of the Framework Agreement.
page 23 19.6	Useful Framework Agreements include Eastern Shires Purchasing Organisation (ESPO), the Government Procurement Service (GPS) Hertfordshire Business Services, Supply Hertfordshire, Yorkshire Purchasing Organisation (YPO) North East Purchasing Organisation (NEPO Pro 5 or through any consortia of Local Authorities.	<p>Many Framework Agreements have been set up by local government groups and by central government. Most of these Framework Agreements allow other local authorities to join under the same terms and conditions.</p> <p>Useful Framework Agreements include Hertfordshire Business Services, the Central Buying Consortium, the Office of Government Commerce Buying Solutions (including S-CAT and G-CAT), Eastern Shires Purchasing Organisation, or through any consortia of local authorities.</p>
page 23 Part E	Procurement Issues	Procurement Problems
page 23 20	In certain circumstances, it may be necessary to request a variation to these Procurement Rules. Such a request is referred to as a waiver. You must seek advice from Procurement and Legal Services in the first instance.	new
page 23	Waivers are not to be used as an alternative to a lack of forward planning. Where a waiver is needed	new

20.1	<p>due to unforeseen circumstances, it will be expected that the waiver will be for a short period of time to allow for a tender/quotation process to be carried out. Waivers which have been submitted to extend contracts or for reasons of extreme urgency must have a timetable attached to highlight when the procurement process is going to be undertaken within the framework of the Contract Procurement Rules</p>	
page23 20.2	<p>In relation to procurements <u>above</u> the EU Threshold, few elements of these Rules may be waived. Please contact Procurement and Legal Services for advice as the general law of public procurement is more complicated than can be summarised in these Rules.</p>	<p>In relation to procurements <u>above</u> the EU Threshold, few elements of these Rules may be waived. Please contact Legal for advice as the general law of public procurement is more complicated than can be summarised in these Rules</p>
page 23 20.3	<p>In relation to procurements <u>below</u> the EU Threshold only, any individual provision in these Rules may be waived. The waiver has to be agreed by:</p> <ul style="list-style-type: none"> (a) a Strategic Director, in consultation with the Strategic Director of Finance, Policy & Governance and the Corporate Legal Manager, if the Contract Value is £100,000 or less (whether for goods, services or works); or (b) the Cabinet for contracts over £100,000; or (c) the Chief Executive in consultation with the Leader of the Council if the matter is urgent and a meeting of the Cabinet cannot be called; or (d) the Chief Executive activating the Council's 'Major Incident Plan' or a business recovery plan (as outlined in the business continuity management strategy). 	<p>In relation to procurements <u>below</u> the EU Threshold only, any individual provision in these Rules may be waived. The waiver has to be agreed by:</p> <ul style="list-style-type: none"> (e) a Strategic Director, in consultation with the Strategic Director of Finance, Policy & Governance and the Corporate Legal Manager, if the Contract Value is £50,000 or less; or (f) the Cabinet for contracts over £50,000; or (g) the Chief Executive in consultation with the Leader of the Council

		<p>if the matter is urgent and a meeting of the Cabinet cannot be called; or</p> <p>(h) the Chief Executive activating the Council's 'Major Incident Plan' or a business recovery plan (as outlined in the business continuity management strategy).</p>
<p>page 24 20.5</p>		<p>deleted - Waivers which have been submitted to extend contracts or for reasons of extreme urgency must have a timetable attached to highlight when the procurement process is going to be undertaken within the framework of the Contract Procurement Rules.</p>
<p>page 25 22.5</p>	<p>There are restrictions on the use of post tender negotiations on Procurements over the EU Threshold, which follow the open or restricted procedures. The European Commission specifically rules out any negotiation on price.</p> <p>"In open and restricted procedures, all negotiations with candidates or tenderers on fundamental aspects of contracts, variations in which are likely to distort competition, and in particular on prices, shall be ruled out. However, discussions with candidates or tenderers may be held only for the purpose of clarifying, or supplementing the content of their tenders or the requirements of the contracting</p>	<p>new</p>

	<p>authorities, and provided this does not involve discrimination.”</p>	
<p>page 25 23.2</p>	<p>If your contractor requests or demands that the Council contracts on their standard terms and conditions, you should contact Legal Services who will advise you in relation to these terms. In many cases a Suppliers’ terms can be acceptable but sometimes negotiation is required</p>	<p>If your contractor requests or demands that the Council contracts on their standard terms and conditions, you should contact Legal who will review and advise you in relation to these terms. In many cases contractor’s terms are generally acceptable but in some cases negotiation is required. Legal can assist you to, or carry out on your behalf, any negotiation necessary.</p>
<p>page 26 24.3</p>	<p>Specifications should have regard to all of the Council’s priorities and policies, as well as any legislative requirements. In the specification (and/or award criteria) consideration should be given to factors such as the method of working or production, sourcing of materials, packaging, or type of fuel employed, whole life costing including disposal and environmental issues, which may impact on those wider policies and priorities. These factors should not be applied as a means to stifle competition and be commensurate with potential costs</p>	<p>. Specifications should have regard to all of the Council’s priorities and policies. In the specification (and/or award criteria) consideration should be given to factors such as the method of working or production, sourcing of materials, packaging, or type of fuel employed which may impact on those wider policies and priorities. These factors should not be applied as a means to stifle competition and be commensurate with potential costs</p>

page 26 25.2	or there is a benefit to the council to reduce the payment terms.	new
page 26 25.3	Strategic Directors shall be responsible for ensuring appropriate systems are in place for carrying out checks on contractors' final accounts. These checks should include a suitably qualified officer who has had no previous involvement in the contract	Strategic Directors shall be responsible for ensuring adequate checks on contractor's final accounts. These checks should include a suitably qualified officer who has had no previous involvement in the contract.
page 26 Section 26		<p>moved to section 3</p> <p><u>Officer's Interest in Contracts</u></p> <p>The nature of the Council's activities often calls for a close working relationship with commercial organisations and without making any implication of improper conduct by either Officers or contractors, it is in your interests to ensure that there cannot even be a suspicion of a conflict of interest.</p> <p>This Rule is of particular importance to staff who are in close contact with commercial firms seeking the opportunity to tender for the Council's services. It is important that the actions of such staff should be manifestly above suspicion of bias in favour of a particular firm and every care must be taken not to disclose 'in</p>

confidence' information e.g. tender prices.

Private Interests

No contract may be awarded to an Officer of the Council, or to any partnership of which they, or any member of their family are a member (except for a corporation in which they are a shareholder) or to any company of which they or any member of their family are a director unless the Chief Executive has given permission for the award of the contract to proceed.

In such a case the officer must disclose the full measure of their interest in the contract to their Strategic Director who will notify the Chief Executive.

No Officer may accept a directorship in any company, without the express permission of the Chief Executive. Permission should be sought through their Strategic Director who will make a submission to the Chief Executive.

Any member of staff who comes into official contact with any matter concerning a business organisation in which they or a member of their family have an interest must disclose this interest to their Strategic Director and ask

that some other Officer deals with the matter.

All Officers are expected to be aware of and comply with the requirements of the Council's policy on Conflicts of Interest.

Prevention of Corruption

All contracts should prohibit a contractor from offering or making a gift or other consideration of any kind as an inducement to some action pertaining to a contract and refer to the Prevention of Corruption Acts 1889 to 1916. Under these Acts it is an offence for an officer corruptly to solicit or accept any gift or consideration as an inducement or reward for:

- (i) doing or refraining from doing anything in his official capacity; or
- (j) showing favour or disfavour to any person in his official capacity.

Use of Services supplied by Contractors

No Officer may purchase goods from or use the services of a contractor on preferential terms for private purposes if these terms are given either directly or indirectly

because of the potential or actual contractual or other official business relationship between the contractor and the Council.

Hospitality

The utmost discretion must be exercised if offers of hospitality, gifts etc. are received from contractors with whom staff deal in the course of their official duties. Dealings must be kept strictly on a business footing and the highest standard of watchfulness and integrity must be maintained at all times. See also the Council Gift's and Hospitality Policy (http://srvinternet01.north-herts.gov.uk/intracontent/gifts_and_hospitality_policy.doc)

Record of Interests

The Corporate Legal Manager shall record in a book to be kept for the purpose, particulars of any notice given by an officer of the Council under Section 117 of the Local Government Act 1972, of a pecuniary interest in a contract. During office hours any Member of the Council may inspect the book. See also the Council Conflicts of Interest Policy (http://srvinternet01.north-herts.gov.uk/intracontent/conflicts_of

		interest.doc
page 27 26.6(c)	<p>circumstances arise during the performance of the contract which make it necessary to amend the specification or method of carrying out the works;</p> <p>in each case provided that:</p> <ul style="list-style-type: none"> (i) the cost to the Council of the variation is less than or equal to 20% of the value of the contract, for contracts up to £250,000; or (ii) the cost to the Council of the variation is less than or equal to 10% of the value of the contract, for contracts above £250,000 subject to a de-minimis of £50k; or (iii) that any additional cost is less than the EU Threshold; or 	<p>circumstances arise during the performance of the contract which make it necessary to amend the specification or method of carrying out the works;</p> <p>in each case provided that:</p> <ul style="list-style-type: none"> (iv) the cost to the Council of the variation is less than or equal to 20% of the value of the contract, for contracts between £60,000 and £250,000; or (v) the cost to the Council of the variation is less than or equal to 5% of the value of the contract, for contracts above £250,000; or (vi) the costed value of the variation does not increase the value of

		<p>the contract from below £60,000 to more than £72,000; and</p> <p>(vii) that any additional cost is less than the EU Threshold; or</p>
<p>page 27 26.7</p>	<p>Subject to the availability of budget funding, a Portfolio Holder may authorise variations to a contract which:</p> <ul style="list-style-type: none"> (k) adds more than 20% to the value of the contract for contracts up to £250,000; or (l) adds more than 10% to the estimated value of the contract for contracts above £250,000;(noting de- minimis in 26.6c(ii) or (m) increases the estimated value of the contract from below £60,000 to £72,000 or more; or (n) in the case of urgency or unforeseen circumstances where works, services or goods are to be added to or deleted from the contract which are substantially different in scope; <ul style="list-style-type: none"> in each case provided that any that any additional cost does not take the total costs of the project over the EU Threshold or within 10% and, if relevant, that the variation is within the scope of the OJEU notice. 	<p>Subject to the availability of budget funding, a Portfolio Holder may authorise variations to a contract which:</p> <ul style="list-style-type: none"> (o) adds more than 20% to the value of the contract for contracts between £60,000 and £250,000; or (p) adds more than 5% to the estimated value of the contract for contracts above £250,000; or (q) increases the estimated value of the contract from below £60,000 to £72,000 or more; or (r) in the case of urgency or unforeseen circumstances where

		<p>works, services or goods are to be added to or deleted from the contract which are substantially different in scope;</p> <p>in each case provided that any that any additional cost is less than the EU Threshold and, if relevant, that the variation is within the scope of the OJEU notice.</p>
page 28 27	<p>You should seek advice from both Procurement and Legal Services before negotiating / agreeing any extension, including Framework Agreements.</p>	<p>You should seek advice from Legal and Procurement before negotiating / agreeing any extension.</p> <p>This Rule Error! Reference source not found. may apply in addition to the Rule Error! Reference source not found. Single Tender Option</p>
page 28 27.1	<p>All extensions must be in writing in a form approved by the Corporate Legal Manager and conform to the appropriate Financial Regulations.</p>	<p>All extensions must be in writing and conform to the appropriate Financial Regulations</p>
page 28 27.3	<p>If the extension is for more than three months a single extension only may be approved by the appropriate Portfolio Holder, following consultation with the Finance & IT Portfolio Holder and the</p>	<p>A Portfolio Holder may approve extensions if the extension is more</p>

	Strategic Director of Finance, Policy & Governance, subject to compliance with rule 26.	than three months provided that any additional cost is less than the EU Threshold
page 28 28	<u>Contract Management</u>	<u>Post Contract Award</u>
page 28 29	Before the appointment of any Consultants, Officers must contact Procurement and Legal Services in the first instance who will provide advice and guidance on the process.	new
page 28 29.1	It is important that best value is obtained when employing consultants. Therefore, for all instances where the Contract Value of a consultancy appointment (see 29.2) is over £10,000, the commissioning officer must provide a report to the Head of Service responsible containing as a minimum the details listed in Rule 30 (Error! Reference source not found.).	It is important that best value is obtained when employing consultants. Therefore, for all instances where the Contract Value of a consultancy appointment is over £5,000, the commissioning officer must provide a report to the Head of Service responsible containing as a minimum the details listed in Rule Error! Reference source not found. (Error! Reference source not found.).
page 28 29.2	This requirement at 29.1 applies to the appointment of management or other advisory consultancy work (to replace, advise or bolster in-house staff resources in “business as usual” activities) The process outlined in 29.1 does not apply to technical or specialist contracts for services (employed for specific projects and included in approved overall project budget) e.g specialist engineers, architects, surveyors, barristers etc. However, proper procurement procedures must be followed when appointing in all circumstances	new
page 29 29.4	It should be a condition of contract with any consultant, agent or professional advisor who is to be responsible to the Council for the award or supervision of a contract on its behalf, that in relation to that contract they shall: (s) comply with these Procurement Rules as though they were an employee of the Council; and confirm their acknowledgement of this requirement, (this will be particularly relevant if a	It should be a condition of contract with any consultant, agent or professional advisor who is to be responsible to the Council for the award or supervision of a contract on its behalf, that in relation to that

	<p>consultant sub-contracts on behalf of the Council)</p> <p>(t) engage in skills transfer activities where required and appropriate.</p> <p>(u) produce on request all the records maintained by them in relation to the contract and award of contract; and</p> <p>(v) on completion of the contract, transmit all records that they have produced or received that relate to the contract to the appropriate Strategic Director.</p>	<p>contract they shall:</p> <p>(w) comply with these Procurement Rules as though they were an employee of the Council; and</p> <p>(x) produce on request all the records maintained by them in relation to the contract and award of contract; and</p> <p>(y) on completion of the contract, transmit all records that they have produced or received that relate to the contract to the appropriate Strategic Director.</p>
<p>page 29 29.9</p>	<p>At the end of a project a post-project appraisal exercise should be carried out by the Project Manager (and including Legal, Procurement and other relevant officers) that includes an assessment of the consultant's performance. When a project is complete, the Project Manager shall also forward a copy of the completed Lessons Log to the Performance and Risk Management Team. The team will review the content of the projects Lessons Log and enter the details of the relevant lessons in the Corporate Lessons Learnt Log</p>	<p>At the end of a project a post-project appraisal exercise should be carried out that includes an assessment of the consultant's performance.</p>
<p>Page 30 31.3</p>	<p>These Rules apply to all valuations of land carried out by a qualified and independent Chartered Surveyor appointed to act on behalf of, or to advise, the Council</p>	<p>These Rules apply to all valuations of land carried out by a qualified and independent Chartered Surveyor not in the employ of the</p>

		Council.
Page 30 31.4	At least two officers of the Council or an officer of the Council and a duly appointed Chartered Surveyor or other agent shall be involved in all negotiations relating to land transactions which engage Part 3 of the Council Constitution (Responsibility for functions: Terms of Reference and the Scheme of Delegation)	At least two officers of the Council or an officer of the Council and a duly appointed valuer / advisor or other agent shall be involved in all negotiations relating to land transactions which engage Part 3 of the Council Constitution (Responsibility for functions: Terms of Reference and the Scheme of Delegation).
Page 30 31.5	It shall be the duty of the Council's Chartered Surveyor whether employed or appointed to report on any transaction authorised by the Council to the relevant Committee or Group at appropriate times . Which Committee or Group depends on the particular transaction and the authorisation for that transaction. Please Legal Services for advice.	It shall be the duty of the Council's valuer whether employed or appointed to report on the progress of any transaction authorised by the Council to the appropriate Committee or Group at least at every other convened meeting of that Committee or Group. Which Committee or Group depends on the particular transaction and the authorisation for that transaction. Please contact the Procurement Officer or Legal for advice.
Page 31 31.6	All valuations prepared for the purpose of a transaction or balance sheet estimate shall be supported by evidence of the values of comparable properties in the locality where information and relevant comparators are available	The Strategic Director of Finance, Policy and Governance shall maintain confidential records of the most up to date situation in the

		<p>local property market for all valuations prepared for the purpose of a transaction or balance sheet estimate.</p> <p>All valuations prepared for the purpose of a transaction shall be accompanied by evidence of the values of comparable properties in the locality from the above records</p>
<p>Page 31 31.7</p>		<p>Deleted - The property or land will be appropriated to the directorate at the then open value as certified by the Council's valuer</p>
<p>Page 31 31.8</p>	<p>No property or land owned or leased by the Council, other than land held for investment purposes or previously declared surplus to requirements shall be disposed of until a report has been prepared by the Strategic Director of Finance, Policy and Governance and presented to Cabinet containing:</p> <ul style="list-style-type: none"> (z) a description of the property or land, its title, physical characteristics and development constraints; and (aa) any information from the Council's records or those of statutory undertakers which would affect the property or land's value or development potential; and (bb) an assessment of the development potential of the property or land; and (cc) evidence that the property or land has been offered to all directorates and that the Council has no operational use for the property or land; and (dd) recommendations on the following: <ul style="list-style-type: none"> (i) the title to be transferred; and (ii) the method of disposal; and (iii) whether negotiations must proceed with a special purchaser; and (iv) the estimated price the Council may receive.(in a Part 2 report) (ee) In arriving at the recommendation, other factors that officers need to take into consideration 	<p>No property or land owned or leased by the Council shall be disposed of until a detailed report has been prepared by the Strategic Director of Finance, Policy and Governance containing:</p> <ul style="list-style-type: none"> (ff) a description of the property or land, its title, physical characteristics and development constraints; and (gg) any information from the Council's records or those of statutory undertakers which would affect the property or land's value or development potential; and

	<p>are:</p> <ul style="list-style-type: none"> (i) issues that need to be resolved before marketing of the property or land can proceed; and (ii) whether legal and other costs must be recovered from the prospective purchaser and if so an estimate of their amount; and (iii) whether the appointment of external advisors or agents is required 	<ul style="list-style-type: none"> (hh) an assessment of the development potential of the property or land; and (ii) evidence that the property or land has been offered to all directorates and that the Council has no operational use for the property or land; and (jj) recommendations on the following: <ul style="list-style-type: none"> (i) the title to be transferred; and (ii) the method of disposal; and (iii) whether negotiations must proceed with a special purchaser; and (iv) the estimated price the Council may receive. (kk) In arriving at the recommendation, other factors that officers need to take into consideration are: <ul style="list-style-type: none"> (i) issues that
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		<p>need to be resolved before marketing of the property or land can proceed; and</p> <p>(ii) whether legal and other costs must be recovered from the prospective purchaser and if so an estimate of their amount; and</p> <p>whether the appointment of external advisors or agents is required</p>
Page 31 31.9	All disposals of property or land owned or leased by the Council shall be by one of the following methods: Private Treaty, Public Auction, Formal Tender, Informal Tender, statutory offer back to the former owner, or long lease. Costs of marketing and disposal will be charged to the receipt..	All disposals of property or land owned or leased by the Council shall be by one of the following methods: Private Treaty, Public Auction, Formal Tender, Informal Tender, statutory offer back to the former owner, or long lease i.e. Virtual Freehold
Page 32 Glossary of terms	Eu Threshold - <u>These</u> are updated bi-annually and the current figures can be found at http://procurement.cabinetoffice.gov.uk/policy-capability/latest-policy-and-regulations/public-procurement-policy	£156,442 for the year 2010/11 in relation to Goods or Services Contracts and £3,927,260 in relation to Works Contracts. These are updated bi-annually and the current figures can be found at http://www.oqc.gov.uk/procurement

		policy and application of eu rules eu procurement thresholds .asp
Page 32 Glossary of terms ITT	<p>The ITT is a document that details the goods or services we require in sufficient detail for the interested contractors to give us an accurate quotation of price and how they will meet our minimum expected service levels.</p> <p>The ITT will also contain a Form of Contract that we will require the winning bidder to use. There are also a number of certificates that we require tenderers to return.</p> <p>There is a standard ITT starting point which contains all of the legal requirements that you will need to complete with help from Legal Services. This will be tailored to suit your requirements</p>	<p>The ITT is a document that details the goods or services we require in sufficient detail for the interested contractors to give us an accurate quotation of price and how they will meet our minimum expected service levels.</p> <p>For higher value procurements, the ITT will also contain a Form of Contract that we will require the winning bidder to use. There are also a number of certificates that we require tenderers to return.</p> <p>There is a standard ITT starting point which contains all of the “legal” requirements that you will need to complete with help from Legal and Procurement. This will be tailored to suit your requirements.</p>
Page 32 Glossary of terms PQQ	<p>It works by splitting the procurement process into two stages. The first, the PQQ stage involves assessing the companies general competence as a contracting party to provide the services – but not the way that they would actually provide the services. This is done by assessing their financial standing, and other matters that do not relate to the quality of their services, just their ability to provide the service over the contract lifetime which is assessed by the second stage, the ITT.</p>	<p>It works by splitting the procurement process into two stages. The first, the PQQ stage involves assessing the companies general competence as a contracting party to provide the services – but not the way that they would actually provide the services. This is done by assessing their financial standing, their insurance and other matters that do not relate to the quality of their services, just their</p>

		ability to provide the service over the contract lifetime which is assessed by the second stage, the ITT.
Page 33 Key Contacts		Updated