

CONTRACT PROCEDURE RULES ('CPRs')

DRAFT FEBRUARY 2025

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CONTRACT PROCEDURE RULES ('CPRs') – DRAFT (7 Feb 2025)

1. Introduction

- 1.1** These Contract Procedure Rules (CPRs) provide a corporate framework for the *procurement* of all *Goods, Services* and *Works* for the Council, including *concession contracts*. These *Rules* apply to all procurements commenced on or after 24 February 2025 when the *Procurement Act 2023* came into force. Any procurements commenced prior to that date shall continue to be governed by the requirements of the Public Contracts Regulations 2015 ("**PCR**").
- 1.2** Sustainable Procurement is defined in the Wales Procurement Policy Statement as "the process whereby organisations meet their needs for goods, services, works and utilities in a way that achieves *value for money* on a whole life basis in terms of generating benefits not only to the organisation, but also providing opportunity for how this money can be spent in a way that delivers wider economic, social, environmental and cultural well-being both locally and within Wales but also to society and the economy, whilst minimising damage to the environment". "Procurement" under the Procurement Act 2023 means the award, entry into and management of a *contract*.
- 1.3** Procurement includes the identification of need, consideration of options, the actual procurement process and the subsequent management and review of the contracts.
- 1.4** The Council spends in the region of £150 million per annum on the external procurement of Goods, Services and Works. It is therefore important that the Council strategically manages this spend to ensure that it:
- i. Obtains value for money and the required level of quality and performance in all contracts let.
 - ii. Conducts its procurement activity openly, transparently and, where practicable, based on standard approaches and use of common systems that appropriately minimise complexity, cost, timescales and requirements for suppliers.
 - iii. Complies with all, English and Welsh law that governs and / or relates to the procurement of goods, services and works and the letting of concession contracts.
 - iv. Meets the principles of the Welsh Government's Wales Procurement Policy Statement (WPPS).
 - v. Considers all relevant guidance issued by Welsh Government including Welsh Procurement Advice Notes and the Code of Practice on Ethical Employment in Supply Chains.
 - vi. Supports the achievement of the seven well-being goals for Wales as set out in the Well-being of Future Generations (Wales) Act (2015).

- vii. Has procurement procedures which, when followed, should protect members and officers of the Council from any allegation of acting unfairly or unlawfully in connection with any procurement by the Council.
- viii. Subject to compliance with (iii), has considered, assessed and where practicable mitigated any risks associated with a particular procurement process and subsequently entering into contracts; and
- ix. Achieves the organisational outcomes of the Council's Socially Responsible Procurement Strategy and Policy.

- 1.5** These Rules are not intended as detailed guidance for implementation. Any *procurement guidance* issued by the Council's *Strategic Procurement Lead* must be taken into account, including the **Buying Responsibly Guides**. Appendix 2 (Definitions and Interpretations) - the first time a key word is used within the CPRs it is *italicised in bold blue text* to indicate that it is included within Appendix 2.
- 1.6** Contracts, which involve the receipt of income by the Council or the disposal of an asset or an undertaking by the Council, may often require competitive *tender*. The reason for this, for instance, is because they amount to a "concession", or confer a competitive advantage on the *contractor* as against its competitors, or the Council needs to be able to demonstrate that it has received an appropriate market value. Therefore, all references to competitive tenders and *quotations* within these CPRs shall apply (with such changes as are appropriate) equally to circumstances where the contract involves the receipt of income by the Council or the disposal of any asset or undertaking by the Council, as they do to purchases to be made by the Council, unless specifically stated otherwise.
- 1.7** These CPRs govern organisational behaviour in the conduct of procurement. It is important that such behaviour is undertaken in support and delivery of the wider policies and objectives of the Council and in respect of officers, this includes the Employees' Code of Conduct.
- 1.8** All Officers must comply with the Council's "Code of Conduct" in addition to the Council's "Anti-Fraud, Bribery and Corruption Policy" and must not invite or accept any gift or reward in respect of the award or performance of any contract. It will be for the officer to prove that anything received was not received corruptly. High standards of conduct are obligatory. Corrupt behaviour will lead to investigation under the council's disciplinary procedures and is a criminal offence under the "Bribery Act 2010"
- 1.9** Any person who is not an officer of the Council, but is engaged by the Council to advise, conduct, or supervise any stage of a Tender, must Comply with the Council's Contract Procedure and Financial Procedure Rules. No consultant shall make any decision on whether to award a contract or who a contract should be awarded to.
- 1.10** In conducting any procurement, the *Seven Principles of Public Life* and utmost probity must be demonstrated at all times

- 1.11** All values referred to in these Rules are **exclusive** of VAT **unless they refer to** procurements **above** the *Procurement Act Thresholds* (PAT) which are **inclusive of VAT**.
- 1.12** Any dispute regarding interpretation of these Rules shall be referred to the Chief Officer Law & Governance or their nominated officers for resolution in consultation with the Council's Strategic Procurement Lead.
- 1.13** These Rules shall be read in conjunction with the Council's Constitution as a whole and, in particular, in respect of contract payments, including compliance with the Council's Financial Procedure Rules.
- 1.14** The Chief Officer Law & Governance or their nominated officers in consultation with the Strategic Procurement Lead will amend these Rules from time to time, to ensure that they meet all Legal Requirements.
- 1.15** The Chief Officer Law & Governance or their nominated officers and the Strategic Procurement Lead shall periodically undertake a formal review of these Rules.

2. Compliance with these Rules

- 2.1** These Rules must be followed when dealing with any Council Procurement except for those Procurements and other matters referred to in Rule 3 (Exemptions).
- 2.2** Every Procurement undertaken by the Council or any other party on its behalf must comply with:
- i. All, English and Welsh law and associated guidance that governs and or relates to the procurement of goods, services and works and the letting of concession contracts and to the extent of any conflict between these CPR and any such legal requirements then the provisions of such legal requirements shall prevail.
 - ii. The Council's Constitution as a whole, and
 - iii. The Council's strategic objectives and policies including its Socially Responsible Procurement Strategy and Policy, and
 - iv. Other objectives and requirements listed in clause 1.4 of these rules.

- 2.3** The Strategic Procurement Lead may from time-to-time issue procurement guidance, following consultation with the Council's **Section 151** and **Monitoring Officer**. Senior Officer in each Council Service Area must ensure that employees in their Service Area are aware of such guidance and must require compliance with such guidance.
- 2.4** Any failure by officers to comply with any of the provisions of these CPRs or associated guidance adopted by the Council may result in disciplinary action. Any procurement carried out on behalf of the Council may only be undertaken by officers with the appropriate delegated authority to carry out such tasks and who have access to the relevant training, Guidance and support to undertake the particular procurement.

3. Exemptions to the Rules

These Rules do not apply to: -

- 3.1 The acquisition or disposal of land** (see Procedural Rules for the Acquisition or Disposal of Land. Any land contracts which involve development agreements shall be notified to the Chief Officer Law & Governance and legal advice sought on the procurement law implications)
- 3.2 Contracts of employment** which make an individual a direct employee of the Council.
- 3.3 Use of the Council's in-house services.**
- 3.4 Grants** (Grants are not regulated by public procurement law, as they are not public contracts. Grants are, however, regulated by the rules on subsidy control (formerly known as state aid) and by general public law controls relating to fiduciary duty and proper spending of public money. As appropriate, legal and financial advice should be obtained from the relevant Council officers). If there are any procurements for services, goods or works for which grant money is used then these will be caught by these CPRs.
- 3.5 Individual orders placed under a Framework Agreement** or a contract which provide for orders to be placed against an agreed schedule of rates, or under a measured term contract, provided that such contracts or Framework Agreements have been let by the Council in accordance with these Rules and the orders placed in accordance with the applicable Framework Agreement or contract. The Strategic Procurement Lead must be consulted before the use of any Framework not listed on the Council Supply Directory. If a Framework was let under Public Contracts Regulations 2015 ("PCR") any 'call offs' will continue to be governed by the PCR.

- 3.6 An individual care contract.** That is a contract for services entered into in pursuance of powers under The Social Services and Well-being (Wales) Act 2014 for the benefit of an individual, where: -
- i. the estimated value is below the *Light Touch* Regime under the Procurement Act (and/or is not a Regulated Below Threshold Contract).
 - ii. the Council does not have any existing framework or umbrella arrangements in place in respect of the relevant service.
 - iii. the individual care contract represents value for money and;
 - iv. where the contract is required to honour the preference of the individual service user; or
 - v. is required as a matter of emergency in the interest of the welfare of the individual service user.
- 3.7 Instructions and briefs to Counsel** issued by or on behalf of the Chief Officer Law & Governance and Legal Services to Counsel or nominated officer. The Chief Officer Law & Governance or their nominated officers will make arrangements to ensure that appropriate record is kept of all such instructions or briefs together with a record of Counsel's fee.
- 3.8 Goods, Services and Works procured by another public body** on behalf of, or for the joint benefit of the Council and other parties, and provided, that, in such case, the other public body's procurement / contract rules, all English and Welsh procurement law requirements, and the fundamental principles such as non-discrimination, equal treatment, transparency, mutual recognition and proportionality have been complied with (that is, a collaborative procurement arrangement such as contracts awarded via the Welsh Government Commercial Procurement Delivery Team, Crown Commercial Services etc. The advice of the Strategic Procurement Lead must be sought before placing reliance on any such arrangement).
- 3.9** Any other contract that is defined as 'exempted contract' under Schedule 2 of the PA 23.
- 3.10** When placing reliance on the exemptions stated above the *Senior Officer* in the Service Area should ensure that the best possible value for money is obtained for the Council.

4. Conflicts of Interest

- 4.1** No Elected Member, employee or agent of the Council shall improperly use their position to obtain any personal or private benefit from any contract entered into by the Council.

- 4.2** The Council must take all reasonable steps to ensure that a conflict of interest and/or potential conflicts of interest does not put a **supplier** at a perceived or actual unfair advantage or disadvantage in relation to a procurement. If any advantage cannot be avoided, or the supplier will not take steps that the Council considers are necessary in order to ensure it is not put at an unfair advantage then the suppliers must be excluded from the procurement.
- 4.3** The Council must undertake a “conflicts assessment” before publishing a tender or transparency notice or a dynamic market notice. If a conflict of interest or potential conflict of interest is identified the Council must set out the steps it has taken or will take to demonstrate that no such conflict of interest exists. The Council must keep any assessment under review, revise as is necessary and when publishing any notice confirm that a conflicts assessment has been prepared and revised in accordance with the Procurement Act (Part5).
- 4.4** Elected Members and employees of the Council shall comply with the requirements of section 117 of the Local Government Act 1972 and, as appropriate, the Officers and Members Code of Conduct set out in the Constitution in respect of the declaration of interests in contracts with the Council.
- 4.5** Such interests must be declared to the Monitoring Officer for inclusion in the appropriate registers, detailing how the conflict has been addressed.

5. Welsh Language Act

- 5.1** Any invitations to tender for a contract must state that tenders may be submitted in Welsh.
- 5.2** Any invitations to tender for a contract must be published in Welsh, where the:

 - i. Subject matter of the tender for a contract suggests that it should be produced in Welsh, or
 - ii. Anticipated audience, and their expectations, suggests that the document should be produced in Welsh.
- 5.3** Where a tender or quote has been submitted in Welsh, this must be treated no less favourably than a submission in English (including, amongst other matters, in relation to the closing date for receiving submissions, and in relation to timescale for informing bidders of decisions).
- 5.4** If a tender has been submitted in Welsh, and it is necessary to interview the bidder as part of the assessment process, you must:

 - i. Offer to provide a translation service from Welsh to English to enable the bidder to use the Welsh language at the interview; and
 - ii. If the bidder wishes to use the Welsh language at interview, provide a simultaneous translation service for that purpose (unless you conduct the interview in Welsh without a translation service).

- 5.5** When informing a bidder of the decision in relation to a quotation or tender, you must do so in Welsh if the quotation or tender was submitted in Welsh.
- 5.6** Where relevant to the subject matter of the contract, contracts must contain provision requiring the Contractor to comply with all applicable requirements of:
- i. The Authority's Welsh Language Scheme,
 - ii. The Welsh Language (Wales) Measure 2011, and
 - iii. The Welsh language standards issued to Monmouthshire County Council (Compliance Notice – Section 44 Welsh Language (Wales) Measure).

6. Procurement Planning

- 6.1** Before commencing any procurement, the Senior Officer responsible for the proposed procurement, must undertake (or ensure that it is undertaken) the appropriate level of preparation and planning, proportionate to the proposed value and nature of the project. Depending upon the value and nature of the procurement proposed this should include consideration of those matters referred to in clause 6.2 and the timely taking of finance, legal, digital and procurement advice as appropriate.
- 6.2** The preparation and planning stage of the process is critical. It will influence all future activity on the contract. If this part of the process is done correctly then the rest should flow without difficulty, but the reverse is also true. It is common to underestimate the planning stage or not carry it out at all. The key tasks at the planning stage include:
- i. Any officer that is required to lead a procurement process must be named with relevant approvals within the Councils Authorised Signatory List, which is held by the Strategic Procurement Lead.
 - ii. Ensuring the procurement is included on the Contract Forward Plan.
 - iii. Engagement with key stakeholders in order to identify and assess needs – what is being procured and why? What is the key driver for the procurement? What are the critical success factors? What outcomes are being sought?
 - iv. Advice on the procurement of software and licences shall in the first instance be brought to the attention of the Council's Digital Programme team (or its successor) and approval to proceed sought. Any exception to this rule will need to be justified by the relevant Chief Officer where the procurement activity is taking place and approved by the Head of Service with responsibility for Digital Services.
 - v. Checking that no existing in-house provision exists for the Goods, Services or Works required (see rule10)

- vi. Carrying out of options appraisal to look at different ways of meeting, the identified needs (e.g. buy, lease or rent?) and using the Carbon Reduction Guidance issued by the Strategic Procurement Lead to minimise the carbon impact of the procurement
- vii. Determining budget and funding, to define a realistic budget for the contract to achieve the desired results and then securing the funds to finance and manage the contract throughout its duration, including any disposal costs
- viii. Selection of the appropriate Procurement Procedure (see Appendix 1)
- ix. Using Guidance issued by the Strategic Procurement Lead to consider options to deliver wider well-being objectives including carbon reduction, **community well-being benefits** and fair work
- x. Preparing the specification (setting out the requirements)
- xi. Where a tender is to be awarded, determining the criteria and evaluation methodology and how to secure the Most Advantageous Tender.

6.3 The results of this planning stage must be properly documented by the Senior Officer responsible for the proposed procurement (or their nominated deputy) and, if used recorded in the Council's **electronic procurement** system.

7. Advice and Risk Assessment

- 7.1** At the outset of a procurement process, the Senior Officer (or their nominated officer) must ensure all proposed procurements with an estimated value in excess of £75,000 for goods, services and works are recorded on the Council's Contract Forward Plan. In addition to these Rules, the Senior Officer must follow all guidance issued by the Strategic Procurement Lead in respect of the procurement.
- 7.2** The advice of the Chief Officer Law & Governance (or their nominated officers) must be sought on all procurements with an estimated value in excess of £100,000 (unless a **Call Off Contract** is procured under a framework in line with the requirements of the framework and any advice or guidance from the Strategic Procurement Lead) and for lower value requirements where the complexity of the procurement requires, for example the inclusion of bespoke clauses. If there is any doubt, legal advice should be sought.
- 7.3** For Procurements with an estimated value in excess of £75,000 for goods, services and works, the Senior Officer shall carry out a risk assessment (proportionate to the nature and value of the proposed contract). The risk assessment shall be prepared at the outset and thereafter maintained and updated throughout the Procurement Process until the end of contract. The decision maker must be informed of any risks identified and of the contingency measures in place.

- 7.4** When carrying out any risk assessment in respect of a proposed procurement, regard must be had to the requirements to comply with the whole of these Rules.

8. Personal Data

- 8.1** In carrying out any Procurement, the Senior Officer responsible for the procurement must take all reasonable steps, including incorporation of appropriate provision into tender documentation and Contracts, to ensure that the personal data of individuals is protected in accordance with all legal requirements (including the Data Protection Legislation) and Codes of Practice from the Information Commissioner's Office (ICO) and as set out in the Council's Information Governance Policies. The Senior Officer must ensure the Councils' obligations and risks, in respect of personal data, are considered and indemnities are sought where appropriate. More information and guidance can be obtained from the Data Protection & Information Manager (or their nominated officers).

9. Other Advice

- 9.1** As part of the tender planning stage, the Senior Officer responsible for the procurement must ensure that they seek advice in relation to the organisations non procurement related requirements as set out in the Pre-Tender Report (Advice and Further Considerations Section).

10. Use of In-house Service

- 10.1** Before any external procurement is considered, it is important to check the Supply Directory to ensure that no existing in-house provision exists for the Goods, Services or Works required.
- 10.2.** In-house services must be used unless the Senior Officer of the procuring Service Area and the in-house service provider agree otherwise, evidenced in writing and retained by the procuring Senior Officer.

11. Framework Arrangements and Dynamic Markets

- 11.1** The Council has entered into a number framework agreements (including Dynamic Markets (formally DPS)) for the supply of various types of goods, services and works.
- 11.2** The Procurement Team maintain a register of such contracts and framework agreements in the Supply Directory and can provide advice on their use and any exceptions granted.
- 11.3** It is the responsibility of the Service Area requiring the procurement to ascertain whether there is a framework or other corporate purchasing agreement in place by checking the Supply Directory. If such a framework or corporate purchasing arrangement exists, then Service Areas must use this arrangement or otherwise obtain the prior agreement of the Strategic Procurement Lead.
- 11.4** The use of frameworks not listed in the Supply Directory is only permissible once the *Procurement Team* has approved its use (including checking that the framework agreement concerned may be relied upon by the Council). The Procurement Team will be able to advise on the use on 'non-Welsh' Frameworks and any additional requirements when using these Frameworks.
- 11.5** When using framework agreements, all guidance issued in relation to the use of the Framework concerned must be considered by the Service Area and followed. The award criteria, weightings and the terms and conditions of contract specified in the framework agreement must be used. It is the responsibility of the Service Area requiring the procurement to ensure that all supporting documentation necessary is assembled and completed, before placing reliance on a framework agreement. It should be noted that the relevant framework agreement will include terms and conditions governing contract/orders let under it and the Service Area should satisfy themselves that the terms and conditions are suitable for their requirements before using the framework (taking advice as appropriate). Whilst Procurement and Legal Services can provide advice and support, it will be expected that this provision will be complied with by the Service Area before seeking such advice.
- 11.6** Where Goods, Services or Works are regularly required, and arrangements described in Rule 11 are not available, consideration must be given to procuring a framework arrangement and the advice of the Strategic Procurement Lead must be obtained.
- 11.7** Collaborative and Joint working arrangements:
- i. Any consortia procurement arrangements must be approved for use by the Strategic Procurement Lead before reliance is placed on the same.
 - ii. Before proceeding with any proposed joint working arrangements, legal advice should be sought from the Chief Officer Law & Governance or their nominated officers

12. Estimating the Contract Value

- 12.1** The estimated contract value is the maximum value the Council could expect to pay under the contract including where applicable, amounts already paid. The value is **exclusive of value added tax**, up to the PA23 threshold, which the Council expects to be payable over the full duration of the contract (not the annual value and inclusive of any extensions). In estimating the value of a contract, the Council must take into account all of the facts which are material to the estimate and available to the authority at the time it makes the estimate.
- 12.2** In estimating the contract value the Service Area needs to account for the following:
- i. The value of any goods, services or works provided by the Council under the contract other than for payment.
 - ii. Amounts that would be payable if an option in the contract to supply additional goods, services or works were exercised.
 - iii. Amounts that would be payable if an option in the contract to extend or renew the term of the contract were exercised.
 - iv. Amounts representing premiums, fees, commissions or interest that could be payable under the contract.
 - v. Amounts representing prizes or payments that could be payable to participants in the procurement.
- 12.3** If the Council is unable to estimate the value of a contract in accordance with [Schedule 3](#) of the PA23 threshold (for example because the duration of the contract is unknown), the Council is to estimate the value of the contract as an amount of more than the threshold amount (see Procurement Act Thresholds) for the type of contract. It is recommended that service areas simply undertake the best valuation with the information available on what it expects to pay, following the detailed rules set out in Schedule 3. It is unlawful to exercise any discretion in valuing a contract with a view to avoiding the requirements of the Act. If there is uncertainty over calculating the estimated value of the proposed Contract, then the advice of Legal and Procurement Services should be sought.
- 12.4** No Works or requirements for Goods or Services may be artificially split to avoid consulting with the Strategic Procurement Lead or avoid compliance with procurement law or these Rules.
- 12.5** Where the Council has requirements over a period of time for Goods and Services where the contracts have similar characteristics and the Goods and Services are of the same type, and enters into a series of contracts or a contract which is renewable, then the estimated value shall be calculated by the total spend on such matters over the last 12 months or projected estimated spend for next 12 months or if the contracts have been continuous then the total value of the contracts, whichever is the greater. In estimating this value, the advice of the Strategic Procurement Lead must be sought.
- 12.6** In considering if the Procurement Act applies, the Council must have regard to the 'Estimating the Value of a Contract' set out in Schedule 3 of the Procurement Act and the advice of the Strategic Procurement Lead sought.

- 12.7** In estimating the value of a **Framework**, the Council estimate the sum of the value of all contracts that have or may be awarded in accordance with that Framework.
- 12.8** The Council must estimate the value of a **concession contract** as the maximum amount the supplier could expect to receive under or in connection with the contract including, where applicable, amounts already received. The amount a supplier could expect to receive includes the following—
- i. Amounts representing revenue (whether monetary or non-monetary) receivable pursuant to the exploitation of the works or services to which the contract relates (whether from the contracting authority or otherwise).
 - ii. The value of any goods, services or works provided by the contracting authority under the contract other than for payment.
 - iii. Amounts that would be receivable if an option in the contract to supply additional services or works were exercised.
 - iv. Amounts that would be receivable if an option in the contract to extend or renew the term of the contract were exercised.
 - v. Amounts representing premiums, fees, commissions or interest that could be receivable under the contract.
 - vi. Amounts received on the sale of assets held by the supplier under the contract.

13. Carbon Reduction

- 13.1** Service Areas must fully consider the [Circular or Sustainable Procurement Hierarchy](#) principles at the start of a tender process to identify opportunities to buy sustainably, minimise carbon impact, waste and any negative environmental impact. Carbon reduction requirements should be embedded into tenders and contracts in accordance with Guidance issued by the Strategic Procurement Lead.
- 13.2** Carbon Reduction Plans must be sought in all tenders above £6million (Inc VAT) in accordance with Guidance issued by Strategic Procurement Lead .

14. Community Well-being Benefits

- 14.1** Community Well-being Benefits (formerly Social Value) are well-being commitments offered by bidders over and above the primary contract requirements i.e. the requirements as stipulated in the specification and/or Terms and Conditions. The Community Well-being Benefits requirements should be used within tenders above £250,000 to capture each tenderers Community Well-being Benefits offer. The successful tenderers offer will form part of the Contract

- 14.2** The Strategic Procurement Lead will issue Community Well-being Guidance and Templates which must be used and followed, and the delivery of Community Well-being Benefits managed by the contract manager using the Council's online platform.
- 14.3** For all contracts below £250,000 in value, the inclusion of community benefits as a contractual obligation is optional but shall be considered.
- 14.4** In all cases where Community Well-being Benefits are being delivered, there must be a contractual requirement for the successful contractor to provide monitoring information on the community benefits as determined by the Strategic Procurement Lead. More generally, the named contract manager as part of the normal contract management process should monitor the delivery of community benefits.
- 14.5** Regard must be had to the Welsh Government guidance on Community Well-being Benefits and such other guidance as the Strategic Procurement Lead may issue from time to time on the approaches to delivering community well-being benefits through Council contracts.

15. Procurement Process and Procedures

A Summary of the Council's 4 Procurement Routes is set out in Appendix 3 and Appendix 4 (Governance and Procedures Overview).

16. Quotations- Goods (Supplies), Services and Works

- 16.1** Where possible, Goods, Services or Works must be obtained via existing approved arrangements including:
- i. firstly, in-house services provision (see Rule 10), and
 - ii. secondly, Framework Agreements and consortia arrangements approved for use by the Council's Strategic Procurement Lead (See Rule 11).
 - iii. if no in-house service or Framework arrangement available then quotations must be sought.
- 16.2 Quotations Process**
- i. Quotations must not be artificially split (rule 12.5) and rule 12.6 (repeat requirements) to avoid compliance with procurement law or these Rules.
 - ii. Any **request for quotation** (RFQ) shall include as a minimum a technical specification, pricing schedule and terms and conditions.

- iii. Bidders should be given sufficient time to submit a response to a request for quotation. Consideration should be given to the complexity of the quote being requested and sufficient time allowed for bidders to provide suitable quotes.
- iv. Quotes should only be accepted, via an email or the Sell2Wales system. If accepted in writing the acceptance should make clear that the Council's standard terms and conditions referred to in the Council's *purchase order* apply. On acceptance of the quotation (written or electronic), a purchase order must be sent via the *Purchase-to-Pay* (P2P) system, which contains reference to the Council's standard terms and conditions.
- v. In the circumstance where not all suppliers respond to the request for quotation with a submission, it is acceptable to evaluate and award the contract based on whatever submissions have been made, even where there is only one submission, provided Value for Money is achieved.
- vi. For quotations above £25,000 a minimum of two people must evaluate the quotations received.

16.3 Quotation Route 1 - Goods, Services and Works up to the value £25,000 (Excluding VAT)

16.3.1 For procurements with an estimated value of up to £25,000 the use of the Sell2Wales Quick Quote function is encouraged. As a minimum Services Areas must seek:

- i. At least Three written quotes from suitable supplier(s) via email, in order to demonstrate Value for Money. Where it is not possible to obtain three quotes, the Quotation Record Form can be used to record the reasons for this and evidence that the recommended decision still demonstrates value for money.
- ii. Where the market allows at least **one** quotation should be sought from a local supplier.

16.3.2 The Service Area must retain a copy of the quotation(s) received and make a copy available on request. A Quotation Record Form must be used to document the process undertaken for quotations above £10,000 and if 3 quotations are not sought the reasons must be set out and approved via the Quotation Record Form.

16.4 Quotation Route 2 – Goods, Services and Works between the value of £25,000 to £75,000 (Excluding VAT)

16.4.1 For procurements with a value between £25,000 to £75,000 then the requirement **must be managed through the Sell2Wales** website to ensure compliance with the Procurement Act and in particular the requirement to publish a below threshold Tender Notice (if opportunity advertised) and publish a Contract Details Notice **for all** quotations awarded. As a minimum the Service Area must seek:

- i. At least **four** written quotations from suitable suppliers and these should include suppliers who are either micro, small and medium-sized enterprises (SMEs), or voluntary, community and social enterprises (VCSEs). We encourage Service Areas to advertise opportunities through Sell2Wales.
- ii. Where the market allows at least **two** quotations should be sought from local suppliers, and these should include providers who are either micro, small and medium-sized enterprises (SMEs), or voluntary, community and social enterprises (VCSEs).

16.4.2 Note that the option to reserve procurements on the basis of location should **not be used** in relation to procurements which are of cross-border interest to suppliers from EU Member States.

16.4.3 The Service Area must keep an appropriate file record (Quotation Record Form) evidencing matters, including for Works that relevant competency and capability assessments have been undertaken. The Service Area needs to be satisfied, able to demonstrate compliance and that it has obtained value for money and complied with these Rules.

16.4.4 Where it is not a regulated *Below Threshold Contract* and there are less than four suppliers (but more than one) for the requested goods, services or works on the Sell2Wales system, it is acceptable to request quotations from the number (less than four) of the suppliers registered.

16.4.5 Where it is proposed to Direct Award, it is a requirement to follow the Direct Award authorisation procedures set out in CPR 17.

16.4.6 The quotation must be received electronically using the Sell2Wales system and will automatically be endorsed with the time and date of receipt and “locked” by the system until the closing time and date prescribed in the request for quotation.

16.4.7 All quotations received will be automatically “unlocked” and available for evaluation in the electronic system after the closing time and date prescribed in the request for quotation. The officer in the Service Area running the quotation will open quotations; the electronic procurement system will automatically record all quotation prices. There is no requirement for Legal Services or Procurement Team officers to be present. Following evaluation of the submissions and acceptance of the quotation on the electronic system, a purchase order must be sent via the Purchase-to-Pay (P2P) system or the provision of CPR 24 (Placing of Orders) complied with.

16.4.8 If a quotation is to be openly advertised on the Sell2Wales system, then a Tender Notice will be issued by the Sell2Wales system, and the requirements of the Procurement Act complied with.

16.4.9 The prior consent of the Strategic Procurement Lead must be obtained to the use of an alternative Procurement Procedure or reliance being placed on Rule 17 (‘Direct Awards and Exceptions’). Where reliance is placed on “Exceptions” a Notice **must** be published on Sell2Wales to comply with the Procurement Act.

16.5 Tenders - Goods, Services and Works – general provisions

16.5.1 Where possible Goods, Services and Works must be obtained via existing approved arrangements including:

- i. firstly, in-house services provision (see Rule 10), and
- ii. secondly, Framework Agreements and consortia arrangements approved for use by the Council's Strategic Procurement Lead (See Rule 11).
- iii. if no in-house service or Framework arrangement available then tenders must be sought. Tenders must not be artificially split (rule 12.5) and rule 12.6 (repeat requirements) to avoid consulting with the Strategic Procurement Lead or avoid compliance with procurement law or these Rules.
- iv. The details of **the tender must be included on the Council's Contract Forward Plan at the earliest opportunity**. Failure to do this may result in delays in the procurement process.

16.6 Tender Process

16.6.1 The invitation to tender must include details of the Council's requirements for the particular contract including:

- i. a specification of the Services, Goods or Works being procured and instructions on whether any *variants* are permissible.
- ii. the procurement timetable including the tender return date and time, which shall allow a reasonable period for the applicants to prepare their tenders (including a time for bidders to seek clarifications on the tender documents). Any clarification should also include any clarification on the terms and conditions and a statement included to advise applicants not to raise any changes to terms and conditions as part of their tender submission.
- iii. the Council's terms and conditions of contract.
- iv. the evaluation criteria including attached weightings.
- v. the Form of Tender.
- vi. pricing mechanism and instructions for completion.
- vii. whether the Council is of the view that TUPE may apply and/or whether this is a matter for the contractor to assess (internal advice should be sought prior to tender).
- viii. If personal data being handled as part of the contract that it will be processed in accordance with legal requirements including the General Data Protection Regulation (GDPR) and Data Protection Act.
- ix. form and content of method statements to be provided.
- x. rules for submitting of tenders.
- xi. any further information, which will inform or assist Tenderer(s) in preparing tenders.

16.6.2 Every Tenderer submitting a tender will be required to sign a declaration to the effect that:

- i. they have not and will not inform any other person outside their organisation of the amount of their tender.
- ii. they have not fixed the amount of any tender in accordance with a price fixing arrangement.
- iii. they accept that the Council is entitled to cancel the contract and to recover from them the amount of any loss resulting from such cancellation if it is discovered that there has been any corrupt or fraudulent act or omission by them which in any way induced the Council to enter into the contract.
- iv. acknowledging that the Council is not bound to accept the lowest or any tender submitted, that the tender exercise may be aborted at any stage during the tender process and that they tender at their own cost and expense.
- v. Bidders shouldn't qualify their tender.

16.6.3 In respect of proposed procurements with an estimated value in excess £75,000 for Goods, Services and Works, the Service Areas must use the Pre-Tender Report Form to obtain the prior approval from the Procurement Team to issue the invitation to tender documentation, including specification, evaluation criteria and weightings.

16.6.4 Prior disclosure to Tenderers of the award criteria and weightings is a fundamental requirement that must be complied with for all the Council's procurements. In respect of all quotes/tenders, where the main quote/tender criterion is the most advantageous tender, the Senior Officer must ensure that evaluation criteria or sub-criteria is listed in the Request for Quote or Invitation to Tender documentation, in order of importance. Any particular scoring or weighting attributable to any criteria or sub criteria must be clearly stated.

16.6.5 In developing tender documentation, Service Areas need to consider whether there may be any potential modifications needed and if so, how potential modifications will be made during the operation of the contract and where applicable, provide details for those in the tender documentation.

16.6.6 The prior consent of the Strategic Procurement Lead must be obtained to the use of an alternative Procurement Procedure or reliance being placed on Rule 17 (Direct Awards and Exceptions). Where reliance is placed on "Exceptions" a Notice must be published on Sell2Wales to comply with the Procurement Act.

16.6.7 The procurement of any goods, services or works, including an extension or modification (formerly known as a *variation*) to a contract requires appropriate levels of authority before it can commence and prior to contract award.

16.7 Tender Route 3 – Goods, Services and Works – between the value of £75,000 (Excluding VAT) to Procurement Act Threshold (Including VAT)

16.7.1 For procurements with an estimated value of £75,000 up to the Procurement Act Thresholds amounts, then:

- i. The Service Area must notify the Procurement Team as soon as possible of their requirement and ensure the tender is on the Contract Forward Plan, failure to do this may result in delays in issuing the tender. Where practical, at least 6 months in advance of the need.
- ii. All requirements must be managed on the Council's electronic procurement system or on Sell2Wales the national procurement website and tenders invited using a Procurement Act procedure.
- iii. The Council's Pre-Tender Report Form and Contract Award Form must be used to record the procurement actions taken for goods, services and works over £75,000.

16.7.2 As a minimum the Service Area must seek:

- i. At least **four** written tenders from suitable providers and these should include providers who are either micro, small and medium-sized enterprises (SMEs), or voluntary, community and social enterprises (VCSEs).
- ii. Where the market allows at least **two** tenders should be sought from local suppliers, and these should include providers who are either micro, small and medium-sized enterprises (SMEs), or voluntary, community and social enterprises (VCSEs).

16.7.2 We encourage Service Areas to advertise opportunities through Sell2Wales and seek advice from the Strategic Procurement Lead. If the Tender is to be openly advertised, then a Tender Notice will be issued via the Sell2Wales system, and the requirements of the Procurement Act complied with.

16.8 Tender Route 4 – Goods, Services and Works above the Procurement Act Thresholds.

16.8.1 For all procurements above Procurement Act Threshold:

- i. The Service Area must notify the Procurement Team as soon as possible of their requirement and ensure the tender is on the Contract Forward Plan, failure to do this is likely to result in delays in issuing the tender. Where practical, at least 12-18 months in advance of the need.
- ii. the advice of the Strategic Procurement Lead and, unless using an approved Framework Agreement, the Chief Officer Law & Governance (or their nominated officers) must be sought at the outset to determine the Procurement Procedure to be followed and at all subsequent stages of the procurement process.
- iii. the procurement process will be conducted in accordance with the advice received and where applicable will in any event be in accordance with the requirements of the Procurement Act and *Regulations* for the time being in force.
- iv. All requirements must be managed and advertised on the Council's electronic procurement system and on Sell2Wales the national procurement website and tenders invited using a Procurement Act procedure. This will ensure that the required *Notices* as set out in Appendix 5 are published as required.

- v. In accordance with section 16 of the Procurement Act 2023 Preliminary Market Engagement is encouraged and
- vi. the requirements of such Procurement Act and Regulations will take precedence over any requirements set out in these Rules.

17. Direct Awards and Exceptions

- 17.1** In exceptional circumstances and subject to the following requirements the rules set out in sections 13 shall not apply and *reduced number of tenders* or a *single tender* may be invited.
- i. This provision (Direct Awards and Exceptions) does not apply to procurements above the Procurement Act Thresholds, in which case compliance with the provisions of the PA 23 and Regulations is mandatory.
 - ii. Before proceeding to let any contract the Service Area must state in the Quotation Record Form, Pre-Tender Report and Contract Award Report the reasons why a Direct Award or reduced number of tenders is proposed, why the proposed way forward (reduced number of tenders or Direct Award) represents value for money and is in the Council's best interest.
 - iii. Further information on the justification for direct awards can be obtained within [Schedule 5](#) of the PA2023. The Strategic Procurement Lead will issue Guidance on the types of scenarios where a direct award could be made which could include the following:
 - The public contract concerns the creation or acquisition of a unique work of art or artistic performance.
 - Due to an absence of competition for technical reasons, only a particular supplier can supply the goods, services or works required
 - The public contract concerns the supply of goods, services or works by the existing supplier which are intended as an extension to, or partial replacement of, existing goods, services or works in circumstances where, (a) a change in supplier would result in the contracting authority receiving goods, services or works that are different from, or incompatible with, the existing goods, services or works, and (b) the difference or incompatibility would result in disproportionate technical difficulties in operation or maintenance.
 - The goods, services or works to be supplied under the public contract are strictly necessary for reasons of extreme and unavoidable urgency, and as a result the public contract cannot be awarded on the basis of a competitive tendering procedure. Urgency is unavoidable if it, is not attributable to any act or omission of the Council, and could not have been foreseen by the Council.
 - iv. Before proceeding with a reduced number of tenders or a Direct Award, the consent of the Strategic Procurement Lead must be obtained on a Pre-Tender Report Form. The Strategic Procurement Lead reserves the right not to sign and approve any request for a Direct Award or reduced number of tenderers, which in their reasonable opinion do not warrant approval, in which case the proposed procurement should not proceed. It must be appreciated that the Strategic Procurement Lead cannot authorise any direct awards or exceptions, (and Council

Service Areas should not proceed with any proposed procurement) that would be in breach of the requirements of the Regulations or any other Legal Requirement. The Strategic Procurement Lead will set out their justification for not approving requests on the Quotation Record Form, Pre-Tender Report and Contract Award Form, in which case the procurement will not have approval to proceed. It should also be noted that there will also be no approval to proceed with award of the contract and accordingly Legal Services will be unable to complete any contract in these circumstances.

- v. Where a direct award or exception has been agreed by the Strategic Procurement Lead , the following approval will need to be obtained.
 - Value up to £75,000 – Head of Service
 - Excess of £75,000 – The responsible Chief Officer, S151 Officer and Cabinet Member.

All approved exceptions to these CPR's will be reported to the Councils Governance & Audit Committee on at least a 6 monthly basis.

- 17.2** The following situation should not arise, and this provision is inserted purely for completeness. If the Strategic Procurement Lead is presented with any Pre Tender Report or Contract Award Report, which contains proposals that are in breach of the Procurement Act, Regulations or any Legal Requirements and following advice the relevant Service Area does not withdraw the proposal, then the matter shall be reported by the Strategic Procurement Lead to the Chief Officer with responsibility for the Service Area concerned, the Council's Chief Financial Officer (S151 officer), and Monitoring Officer for consideration and determination as to the way forward (including the presentations of any reports required to Cabinet and or Council). It must be appreciated that Statutory Officers cannot be expected to authorise any proposed procurements which would be in breach of the requirements of the Procurement Act, Regulations or any other legal requirements. The Chief Internal Auditor will be notified of the above.

18. Electronic Tendering

- 18.1** All procurement with a value of £25,000 or above (including requests for quotations) **must be conducted using Sell2Wales** or the Council's approved electronic system. It is the responsibility of the Senior Officer of each service to ensure that their staff comply with this rule.
- 18.2** Any officer required to use the Council's electronic procurement system must notify the system administrator so that they can be registered with the appropriate and required levels of access. Similarly, it is the responsibility of the relevant Senior Officer to notify the Councils Strategic Procurement Lead of changes to any officer's eligibility to use the system (e.g. staff leaving or disciplinary measures) at the earliest opportunity so that the user access can be deactivated.

- 18.3** Where rule 15.1 applies, all requests for quotations and invitations to tender, along with all associated procurement documentation, must be issued via Sell2Wales and/or the Council's approved electronic procurement system.
- 18.4** Where rule 15.1 applies, all quotes and tender submissions from bidding organisations, including all supporting documentation, must be received via Sell2Wales or the Council's approved electronic procurement system.

19. Conditions of Participation

- 19.1** The Council should also consider whether supplier is an excluded /excludable supplier as defined by Schedule 6 of the Procurement Act
- 19.2** The Council may set conditions of participation which a supplier must satisfy in order to be awarded a public contract.
- 19.3** The Conditions must only relate to the supplier's:
- i. legal and financial capacity to perform the contract, or
 - ii. technical ability to perform the contract, including any necessary Health and Safety and Environmental management measures
- 19.4** When setting conditions of participation, Officers must ensure they are a proportionate means of assessing the supplier's relevant capacity or ability, having regard to the nature, complexity and cost of the public contract.
- 19.5** The Council should also consider whether the supplier is an excluded /excludable supplier as defined by Schedule 6 of the Procurement Act
- 19.6** For Below Threshold contracts the Council has a duty to consider small and medium-sized enterprises and should provide suitable rationale for including conditions of participation.

20. Receipt, Custody and Opening of Electronic Tenders

- 20.1** Where these rules require and even when the rules do not require but it is practicable the Council's electronic procurement system must be used and all tenders submitted by electronic arrangements via the Council's electronic procurement system. After the tender submission deadline has passed tenders submitted electronically must be opened in accordance with guidance issued by the Strategic Procurement Lead, and the electronic

record kept shall, as a minimum meet the requirements set out in the guidance document issued by the Strategic Procurement Lead on the opening and recording of electronic tender submissions.

21. Late Tenders

- 21.1** Tenders received after the date and time for receipt of tenders will only be opened and considered with the agreement of Strategic Procurement Lead and Chief Officer Law & Governance (or their nominated officers) if this was the result of an identified system wide failure of the Council's e-procurement system (and not the bidders' ICT system) and notification has been received by the Council in advance of the tender deadline.

22. Tender Evaluation

- 22.1** Evaluation Team - For each Contract with an estimated value above £75,000 in respect of Goods, Services and Works, the Senior Officer of the Service Area requiring the procurement shall form an evaluation team ('Evaluation Team') with responsibility for evaluating tenders. Written records of the membership of the evaluation team and evaluation undertaken must be kept. The minimum number of people in the Evaluation Team is two.
- 22.2** The Strategic Procurement Lead will issue evaluation guidance to ensure each team member understands their role and responsibility during the evaluation.
- 22.3** Where the Contract estimated value exceeds the Procurement Act Threshold except as otherwise stated in 7.2), the Chief Officer Law & Governance (or their nominated officers) and the S151 officer shall be consulted and, where they consider it appropriate, representatives of those officers shall be included on the Evaluation Team. Consideration should also be given to including service users on the Evaluation Team.
- 22.4** The Evaluation Team shall examine tenders in accordance with the predetermined evaluation criteria for the quotes/tenders and identify quotes/tenders that best meet the criteria. The evaluation criteria shall be strictly observed (and remain unchanged) at all times throughout the contract award procedure.
- 22.5** As a general rule, no adjustment or qualification to any quote or tender(s) submitted is permitted. Errors found during the examination of quotes or tenders shall be dealt with in one of the following ways:

- i. If the error is not arithmetical the tenderer shall be given details of the error(s) and shall be given the opportunity of confirming without amendment or withdrawing the quote or tender; or
- ii. If an arithmetical error is found, the responsible officer shall correct the error(s) provided that, apart from these genuine arithmetic error(s), no other adjustment revision or qualification is permitted. An appropriate record shall be kept.

23. Post Tender Clarification

- 23.1** The Senior Officer, following consultation with the Strategic Procurement Lead and in accordance with any requirements set by the Strategic Procurement Lead (regarding records to be kept) may seek clarification from Tenderers in respect of their tenders provided this does not involve discrimination. Clarifications should be undertaken in the Council's electronic procurement system and a record of all clarifications needs to be maintained within the system including minutes of any clarification interviews. Legal advice should be sought as required.
- 23.2** At all times during any clarification process the Council shall consider and comply with the principles of non-discrimination, equal treatment, transparency, mutual recognition and proportionality, principles that shall apply to all the Council's Procurements.

24. Standstill, Awarding Contracts and Letters of Intent

- 24.1** A decision to award a Contract may only be made by:
- i. Subject to Clause 24.2 an officer with the requisite delegated authority to award contracts in accordance with the Council's Scheme of Delegations or
 - ii. Otherwise pursuant to a decision of the Council, one of its Committees or Cabinet.
- 24.2** For all Procurements valued at above £75,000, the decision to award a Contract shall be made by the relevant Head of Service using the Council's pro forma Contract Award report unless the decision is to be made by a Chief Officer or the Cabinet, in which case the Council's standard reporting forms for such decisions shall be used. The Senior Officer must ensure, prior to seeking such a decision, that sufficient funds are in place to meet all contract payments and if any funding is being obtained from third parties that any conditions attaching to such funding have been complied with.

- 24.3** A Contract shall only be awarded using the pre-determined tender evaluation criteria and weightings to the most advantageous tender. When a decision is subject to the Council's 'Call in Procedure' (See the Council's Scrutiny Procedure Rules), any decision will be subject to that call in period and the decision to award the contract should not be acted upon until the call in period has expired.
- 24.4** Before entering into a public contract the Council must publish a contract award notice. Before publishing a contract award notice, the Council must provide an assessment summary to each supplier that submitted an assessed tender. The assessment summary must provide information about the Council's assessment of the tender and if different, the *most advantageous tender* submitted in respect of the contract.
- 24.5** The Council may not enter into a public contract before the end of the mandatory or voluntary eight working day standstill period, beginning on the day that the contract award notice is published.
- 24.6** If any additional information is to be disclosed to tenderers, this must be agreed in advance with the Strategic Procurement Lead , taking into account the requirements of any legislation relating to the disclosure of information.
- 24.7** A letter of intent is not an appropriate substitute for a formal contract but in exceptional circumstances can be issued as an interim measure until a formal contract has been signed. Letters of intent shall only be used with the prior agreement of, and in a form approved by, the Chief Officer Law & Governance (or their nominated officers). It should be noted that letters of intent can be legally binding agreement and accordingly must refer to the relevant contract documents as a minimum.
- 24.8** Save for exceptional circumstances, no Contractor should be asked to provide any Services, supply any Goods or carry out any Works (including preliminary Works) until the Contract is concluded or the Services, Goods or Works concerned are covered by a letter of intent. Should the Senior Officer for the Service Area concerned make any decision to the contrary, such decision shall contain a full risk assessment as to the possible implications to the Council of the Contractor being allowed to start before the contract terms and conditions have been finalised or a letter of intent issued.

25. Placing of Orders/Completion of Contracts and Retention of Contract Documentation

- 25.1** Frameworks - Orders placed under Framework Agreements must be placed using the order form prescribed in the Framework Agreement and on the terms and conditions set out in the Framework Agreement. (See Rule11.5)

- 25.2** For all other contracts with a value of up to £75,000, orders should be placed using the Council's electronic Purchase to Pay system (P2P) unless the Strategic Procurement Lead otherwise agrees or there is a more applicable form of contract required. The P2P system generates purchase orders, which incorporate by reference the Council's standard terms and conditions of contract.
- 25.3** For Contracts with a value above £75,000 Service Areas must use the appropriate standard form of contract issued or approved for use by the Chief Officer Law & Governance (or their nominated officers).
- 25.4** It is essential that the Goods, Services or Works are procured on the Council's standard terms and conditions and not those submitted by the Contractor. A contractor's terms and conditions should only be used following consultation with the Chief Officer Law & Governance or their nominated officers, and the Strategic Procurement Lead.
- 25.5** Contract documents, along with all associated related documents, must be saved to the Council's electronic procurement system and retained for a minimum of six years from the contract end date and, if the contract is concluded under seal, for a period of twelve years from the contract end date. Where the contract was funded, or partly funded, through some form of external grant then further grant specific conditions, as regard to retention of documents may apply and must be adhered to.
- 25.6** As minimum contracts must set out:
- i. The work, materials, services or supplies to be carried out or provided and standards required.
 - ii. The price to be paid (or, as appropriate, the sums to be received) with a statement of discounts, or other deductions, and where not known, the basis upon which the final contract sum is to be calculated.
 - iii. The time or times within which the contract is to be performed; and
 - iv. The commencement and termination dates of the contract.
 - v. The performance criteria and contract monitoring arrangements

26. Execution (Completion/Signing/Sealing) of Contracts

- 26.1** Contracts with a value in excess of £75,000 may only be signed on behalf of the Council by a Senior Officer.
- 26.2** For contracts below the threshold set out in rule 26.1 they can be signed by an Authorised Signatory. However, regardless of who signs there should be consideration in terms of separation of duties and the person who signs the contract on behalf of the Council should not be the same officer who led the offer to market

26.3 The Council's seal may only be affixed to a contract in the presence of the Chief Officer Law & Governance or their nominated officers.

27. After Award, Standstill Periods and Notices

27.1 Contract Award Notices and Assessment Summaries

27.1.1 Before entering into a public contract, the Council must publish a contract award notice setting out that the Council intends to enter into a contract. Before publishing a contract award notice in respect of a contract awarded under section 19 (award following competitive tendering procedure), a contracting authority must provide an assessment summary to each supplier that submitted an assessed tender. An "assessment summary" means, in relation to an assessed tender, not including any tender disregarded in the assessment of tenders, information about the contracting authority's assessment of:

- i. The tender, and
- ii. If different, the most advantageous tender submitted in respect of the contract.

27.2 Standstill

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

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

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

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

27.2.3 If a contract is of a kind described 25.3, a contracting authority may not enter into the contract before the end of any standstill period (a “voluntary standstill period”) provided for in the contract award notice. A voluntary standstill period may not be less than a period of eight working days beginning with the day on which the contract award notice is published.

27.2.4 For any other notices, please see noticing regime set out in Appendix 5.

27.3 Key performance indicators

27.3.1 Before entering into a public contract with an estimated contract value of more than £5 million, the Council must set at least three key performance indicators in respect of the contract. This does not apply if the Council considers that the supplier’s performance under the contract could not appropriately be assessed by reference to key performance indicators.

27.3.2 A “key performance indicator” is a factor or measure against which a supplier’s performance of a contract can be assessed during the life-cycle of the contract. The Council must publish any key performance indicators.

27.3.3 This section does not apply in relation to a public contract that is:

- i. a framework,
- ii. a concession contract, or
- iii. a light touch contract.

27.3.4 Section 71 of the Procurement Act sets out the provisions about assessing performance against, and publishing information about, key performance indicators.

27.3.5 If any additional information is to be disclosed to tenderers, this must be agreed in advance with the Strategic Procurement Lead, taking into account the requirements of any legislation relating to the disclosure of information.

28. Bonds, Securities, Liquidated and other Damages

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

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

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

29. Parent Company Guarantee

29.1 The Senior Officer (of the Service Area requiring the procurement) is responsible for seeking a Parent Company Guarantee where a contractor is a subsidiary of a parent company and:

- i. The award is based on evaluation of the parent company.
- ii. The financial status of the contractor (having regard, inter alia, to the proposed contract) warrants the same and or
- iii. The S151 Officer recommends.

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

30. Records

30.1 To ensure appropriate records are maintained the Council's electronic procurement system or Sell2Wales must be used for all contracts above £25,000.

30.2 For all Procurements below £25,000 where Sell2Wales or the Council's electronic procurement system is not used, Service Areas must keep appropriate records. As a minimum the records kept must detail:

- i. Which parties were selected to provide a quotation.
- ii. To whom the Contract was awarded and the reasons for so doing (lowest price or offer which represents best value to the Council), so that best value and the integrity of the process can be demonstrated.
- iii. The value of the contract.
- iv. The start and expiry date of the contract; and

- v. Details of whether the contract is a one-off or expected to be renewed

30.3 The Procurement Team shall maintain a Corporate Contract Register, which will record details of all contracts /contracts (above £25,000) awarded by the Council and the Procurement Act requires this Register to be published. Service Areas must use Sell2Wales for all procurements over £25,000 to enable the Council to meet its legal responsibilities.

31. Contract Management

31.1 On the Contract Award Report Form, the Senior Officer (of the Service Area concerned) must identify and nominate an individual (referred to as the 'Contract Manager'), who will manage the day-to-day aspects of the Contract for its term (See rule 34 re Contract End).

31.2 The day-to-day management of the Contract shall be undertaken by the Contract Manager and shall include monitoring and reporting (including making use of the Council's reporting tools on the Council's electronic procurement system) in respect of:

- i. supplier performance
- ii. compliance with quality, specification and contract terms
- iii. compliance with cost
- iv. user experience
- v. risk management
- vi. safeguarding
- vii. delivery of community well-being benefits
- viii. Any other performance measure as prescribed by the Strategic Procurement Lead

31.3 For all contracts where there are key performance indicators the Contract Manager must on an annual basis assess performance against the KPIs and publish this information. This must also be done upon termination of the contracts.

31.4 For all contracts, it is the responsibility of the Contract Manager to raise any incidents of poor performance immediately with the Contractor and seek rectification. In instances of particularly poor performance, or persistent poor performance, the Contract Manager should consider the appropriate course of action to take under the contract, taking advice as appropriate.

32. Modifying a Public Contract (formerly Contract Variation) – basic principles

- 32.1** Depending upon the nature of the modification proposed, the terms of the contract concerned, and scope of the original procurement exercise undertaken, contract modification have the potential to amount to a new contract and/or procurement, and thus can constitute a single tender award without advertisement and require a new procurement process.
- 32.2** In all cases of contract modification, careful consideration must be made of the impact of the increased value of the contract on the procurement threshold levels, particularly whether the increase in value will move a contract from below Procurement Act Threshold to above Procurement Act Threshold.
- 32.3** The advice of the Strategic Procurement Lead and the Chief Officer Law & Governance or their nominated officers must be obtained as to whether a Modification is permissible.
- 32.4** Contract and framework agreements may be varied without a new procurement procedure where it is a **Permitted Modification** as set out in 32.10.
- 32.5** In the circumstances detailed in CPR32.10 (permitted modifications) the decision to authorise or not a proposed contract modification shall be made, as appropriate, by Cabinet or the officers listed below, provided that the modification cost can be met within budget and complies with all Legal Requirements. Decisions to authorise modifications shall be recorded in writing and at Senior Officer level and above, and as appropriate, a Cabinet report must be prepared. All modifications shall be entered on the Council's electronic procurement system and the Contracts Register, and an amendment made to the original Purchase Order and/or Contract

Authorised Signatory. Modification (or aggregate value of all modifications made to the Contract) up to £75,000

Senior Officer Modification (or aggregate value of all modification made to the Contract) over £75,000 up to £1million

Relevant Chief Officer (in discussion with the Council's S151 Officer and liaison with Cabinet Member). Modification (or aggregate value of all modifications made to the Contract) over £1million up to £5 million

Cabinet decision. Modification (or aggregate value of all modifications made to the Contract) Above £5m.

- 32.6** CPR 32.5 shall not apply to modifications to Works contracts provided the modifications are in line with the Procurement Act, these CPRs and a relevant officer has been authorised to approve such modifications in the original award report. Such modifications shall also only be permissible if

they are within the approved budget for the contract. Any such modification shall be recorded the Contract Modification Form and the contract signed by the relevant officer.

- 32.7** As soon as it becomes known or apparent (whichever is the earlier) to the Contract Manager, that the total cost of a contract, will or is likely to exceed the contract sum, they must inform their service finance manager for financial monitoring purposes. The relevant Finance Manager will advise the Senior Officer and or Contract Manager of any further financial requirements that need to be complied with in order to inform future budget monitoring reports or any further financial governance decisions that need to be taken. In most circumstances a brief report must be prepared, which must address the reasons for increased cost, an analysis of options considered to reduce cost to budget, and the funding options considered to meet any budget shortfall, together with an indication of how any additional costs will be paid for. This brief report will ultimately feed into future budget monitoring or budget preparation reports. This report needs to consider any legal implications and be signed off by the Senior Officer and sent to the finance manager acting on behalf of the Section 151 Officer.
- 32.8** Any modification to the original Contract must be in the best interests of the Council and continued delivery of services. Section 74 of the Procurement Act sets out when a Contract may be modified. The Council may modify a public contract or a contract that, as a result of the modification, will become a public contract (a “convertible contract”) if the modification is:
- i. is a permitted modification under Schedule 8 of the Procurement Act – see 30.8,
 - ii. is not a substantial modification – see 30.09, or
 - iii. is a below-threshold modification – see 30.10.
- 32.9** A contracting authority may also modify a public contract or a convertible contract if the contract is a light touch contract.
- 32.10** **Schedule 8** of the Procurement Act sets out the conditions for a permitted modification and should be referenced for the detail but in summary the key area where a modification is allowed:
- i. **Provided for in the Contract.**
 - ii. **Urgency and the protection of life, etc**
 - iii. **Unforeseeable circumstances** where the modification would not increase the estimated value of the contract by more than 50 per cent.
 - iv. **Materialisation of a known risk**
 - v. **Additional goods, services or works** - using a different supplier would result in the supply of goods, services or works that are different from, or incompatible with, those already provided for in the contract. The modification must not increase the estimated value of the contract by more than 50 per cent.

- vi. **Transfer on corporate restructuring** - A *novation* or assignment of a public contract to a supplier that is not an *excluded supplier* is a permitted modification if it is required following a corporate restructuring or similar circumstance.

32.11 A substantial modification is a modification which would:

- i. increase or decrease the term of the contract by more than 10 per cent of the maximum term provided for on award,
- ii. materially change the scope of the contract, or
- iii. materially change the economic balance of the contract in favour of the supplier.

32.12. Below threshold Modifications

32.12.1 A modification is a **below-threshold modification** if:

- i. The modification would not itself increase or decrease the estimated value of the contract by more than—
 - i. In the case of a contract for goods or services, 10 per cent.
 - ii. In the case of a contract for works, 15 per cent.
- ii. The aggregated value of below-threshold modifications would be less than the threshold amount for the type of contract.
- iii. The modification would not materially change the scope of the contract, and
- iv. The modification is not listed within Schedule 8 or defined as a substantial modification.

32.13. Contract change notices

32.13.1 Before modifying a public contract or a convertible contract (see section 74(1)), the Council must publish a contract change notice. This does not apply if:

- i. The modification increases or decreases the estimated value of the contract by:
 - i. in the case of a contract for goods or services, 10 per cent or less,
 - ii. in the case of a contract for works, 15 per cent or less, or
- ii. The modification increases or decreases the term of the contract by 10 per cent or less of the maximum term provided for on award, unless the modification is a novation or assignment on corporate restructuring.

32.13.2 A “contract change notice” is a notice setting out that the Council intends to modify the contract. It is not required for ‘light touch’ contracts.

33. Assignments and Novations

- 33.1** Any proposals to assign or novate a contract must be referred to the Chief Officer Law & Governance or their nominated officers at the earliest possible instance for advice.

34. Termination of Contract

- 34.1** For any Contract exceeding £25,000 in value early termination shall be approved by the appropriate decision maker and for any contract over £75,000 the advice of the Chief Officer Law & Governance or their nominated officers and Strategic Procurement Lead must be first sought. Contracts of a lesser value may be terminated early (prior to the expiry date) by agreement with the Contractor or in accordance with the termination provisions set out in the Contract. Legal advice should be sought as appropriate. The Senior Officer must inform the Strategic Procurement Lead when any Contract is terminated early and the reasons for the same.
- 34.2** For any Contract exceeding £5,000,000 in value, early termination shall be approved by Cabinet unless the matter relates to a Council function in which case matters shall be reported to Council.
- 34.3** If required by the Procurement Act then a contract termination notice will need to be published.

35. Payments on Account and Contract Payments

- 35.1** Payments on account should only be made upon certification by the person designated under the Contract for that purpose ('the appropriate person'). The appropriate person will keep detailed records of any such payment, which shall be open to inspection by the Strategic Procurement Lead and S151 officer.
- 35.2** The Senior Officer of the relevant service area shall make arrangements to retain adequate details relating to all contract payments made to allow for a proper audit of all such payments. All payments made must comply with the process as set out in Financial Procedure Rules.

36. Contract End

- 36.1** For contracts with a duration of more than 12 months, then at an appropriate point but generally at least six months prior to the end of the contract term, the Contract Manager should review the Contractor's performance and consider what, if any, replacement arrangements are required.
- 36.2** Some contracts may require active steps to be taken to end the contract (e.g. serving of notices) and or steps to be taken to decommission the contract arrangements. The Senior Officer of the Service Area concerned is responsible for ensuring that where appropriate, matters are diarised and appropriate steps taken to bring contracts to an end and sufficient time allowed to put in place any replacement arrangements that may be required.

37. Transitional Arrangements

- 37.1** For any procurements commenced before the Procurement Act 2023 comes into force, further advice should be sought from the Strategic Procurement Lead and Chief Officer Law & Governance (or their nominated officers).

Appendix 1: Procurement Routes and Procedures

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

- a. **The Open Procedure** - A single stage tendering procedure without restriction on who can submit tenders (Open procedure).
- b. **Competitive Flexible Procedure** - such other competitive tendering procedure as the council considers appropriate for the purpose of awarding the public contract
- c. **Direct Award** – where the justification applies [in accordance with schedule 5 of the Procurement Act] a contract may be awarded directly to a Supplier without competition
- d. **Frameworks** – a contract may be awarded in accordance with a framework. The framework call-off procedure must be followed.

Appendix 2- Definitions and Interpretations

In these Rules the following definitions apply:

Authorised Signatory means officers that have been approved and named within the Council's Authorised Signatory List to advertise procurements on behalf of the Council, for which the coordination is the responsibility of the Strategic Procurement Lead.

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

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

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

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

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

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

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

Contract Manager means an officer responsible for the monitoring and management of a contract.

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

Contracts Register means the register maintained (in such form as determine from time to time) by the Strategic Procurement Lead, which lists all contracts (except arrangements in respect of Land) concluded by the Council with a value in excess of £25,000 inc VAT. (See clause 30.3 of the CPR).

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

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

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

Excluded Supplier –

A supplier is an “excluded supplier” if:

(a) the Council considers that:

- (i) a mandatory exclusion ground (see Schedule 6 of PA 2023) applies to the supplier or an associated person, and
- (ii) the circumstances giving rise to the application of the exclusion ground are continuing or likely to occur again, or

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

Excludable supplier –

A supplier is an “excludable supplier” if:

(a) the Council considers that:

- (i) a discretionary exclusion ground (see Schedule 7 of PA 23) applies to the supplier or an associated person, and
- (ii) the circumstances giving rise to the application of the exclusion ground are continuing or likely to occur again, or

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

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

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

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

Strategic Procurement Lead means the Council’s lead Procurement officer responsible for strategic procurement, managing the Council’s relationship with the **Procurement Team**, the delivery of the strategic procurement objectives and ensuring compliance with procurement legislation.

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

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

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

Monitoring Officer. The officer designated by the Council as its Statutory Monitoring Officer as required under Section 5 of the Local Government and Housing Act 1989.

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

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

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

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

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

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

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

Procurement. Means, for the purposes of these rules, “the process whereby the Council meets its need for goods, services, works and utilities in a way that achieves value for money on a whole life basis in terms of generating benefits not only to the organisation, but also providing opportunity for how this money can be spent in a way that delivers wider economic, social, environmental and cultural well-being both locally and within Wales. but also to society and the economy, whilst minimising damage to the environment”. It includes the identification of need, consideration of options, the

actual procurement process and the subsequent management and review of the contracts. "Procurement" under the Procurement Act 2023 (PA 23) means the award of, entry into and management of a contract.

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

Procurement Act Thresholds are prescribed in [Schedule 1 \(Threshold Amounts\)](#) .

The current thresholds, inclusive of VAT are:

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

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

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

Procurement Team – means officers working for, or seconded into, the Council's commissioning and procurement function which may include officers of any other Local Authority who assist the Council in that regard.

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

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

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

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

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

Purchase-to-Pay (P2P) means the Council's electronic method of processing payments.

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

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

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

Rules means these Contract Procedure Rules.

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

Senior Officer means any officer who is at Head of Service level or above or, if such is the case, named in a decision of the Cabinet, Council or one of its Committees, as having delegated powers and duties in respect of the procurement concerned."

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

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

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

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

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

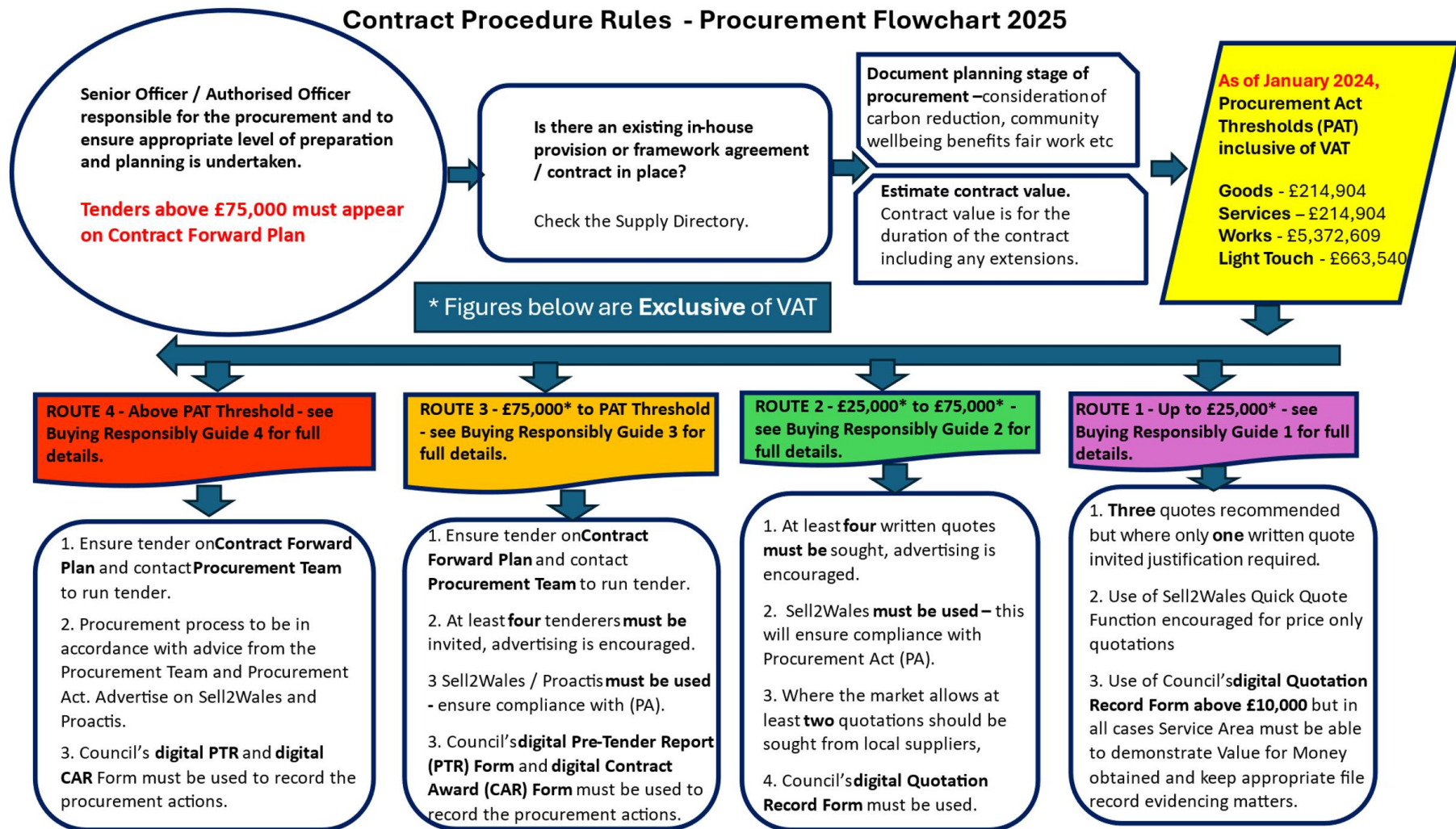
Value for Money should be considered as the optimum combination of whole-of-life costs in terms of not only generating efficiency savings and good quality outcomes for the organisation, but also benefit to society, the economy, and the environment, both now and in the future.

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

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

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

Appendix 3 – Procurement Process Flow Chart



Appendix 4 – Governance and Procedures Overview

This chart provides a high-level overview of the procurement procedures and governance requirements for contracts let under the Procurement Act 2023 (PA2023). It relates to the procurement of goods, services and works both through Request for Quotation (RFQ), Tender or Call-Off from a Framework. Please note internal Procurement Team.

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

BTTN	Below Threshold Tender Notice
CDN	Contract Details Notice
S2W	Sell2Wales

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

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

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

Appendix 5 – Noticing Regime

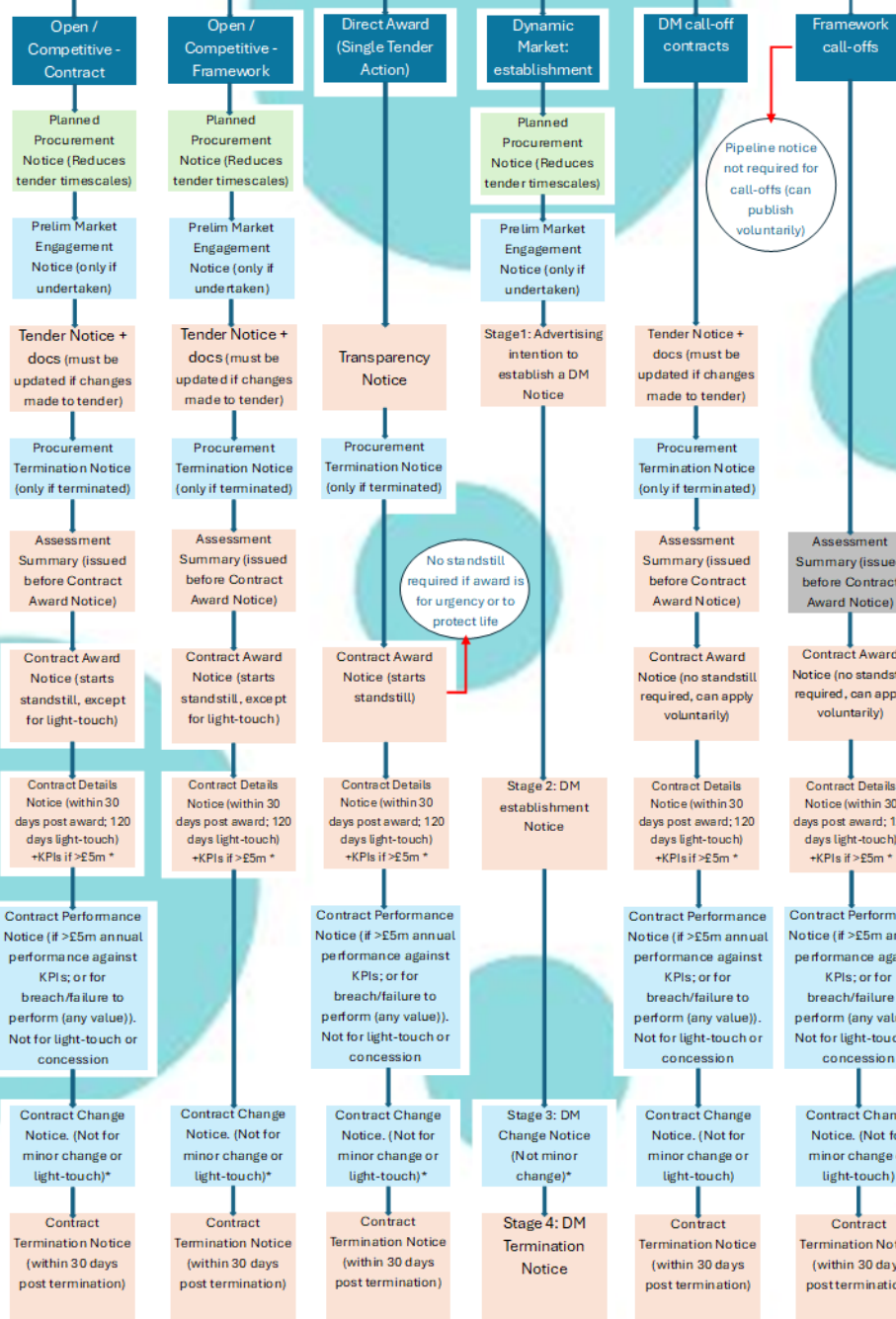
Green = Optional
 Notice Orange = Mandatory
 Notice Blue = Conditional
 Notice Grey = Voluntary
 All values are inclusive of VAT @20%
 unless otherwise stated

Procurement Act 2023 – Noticing Regime (for local authority)

* Contract Details Notice & Change Notice: must also publish redacted copy of contract if value is >£5m under a reserved (non-devolved) procurement

Above Procurement Act 2023 (PA23) Threshold = public contracts
 Thresholds: Goods/Services £213+; Works £5.3m+; Concession £5.3m+; Light-touch £663k+
 (Not including exempt contracts)

Pipeline Notice – only if total FY contract spend of £100m+ for next 18 months.
 Notice for all planned procurements with estimated value of more than £2 million; except FW call-offs (voluntary only). Must be published within 56 days of 1st April each year



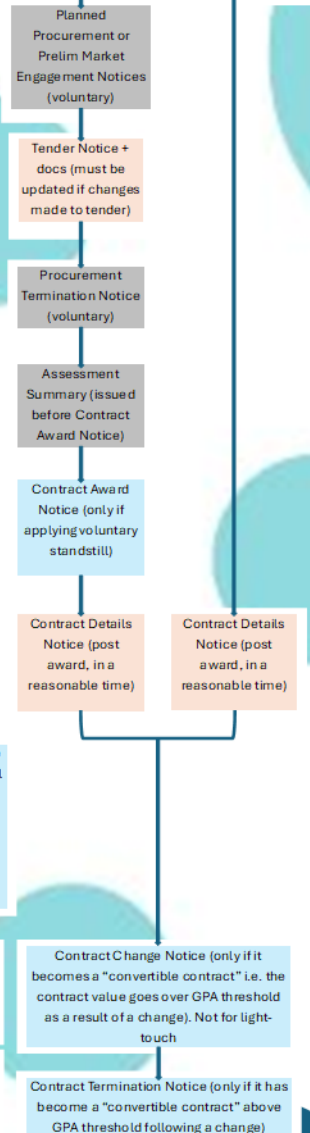
Payment Compliance Notice: compliance with 30 days payment terms (published every 6 months), and individual contract payment above £25k (exclusive of VAT) notice (published quarterly). Not including concessions.

Below PA23 Threshold = regulated below-threshold contracts
 (Not including exempt contracts or concessions)

Notifiable below-threshold contract:
 value between £25k (Exclusive of VAT) and PA23 threshold

Openly advertised tender
 (award of a contract, FW or DM)

Closed group of invited suppliers
 (award of a contract, FW, STA or FW/ DM call-off)



This flow chart is intended as a guide only; Procurement Leads are responsible for checking what notices are required and when to publish