

# Contract Procedure Rules



January 2025

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## INTRODUCTION

1. Procurement is the process by which the council manages the acquisition of all its goods, services (including but not limited to consultants/consultancy services of any type) and works of all sorts. It includes the identification of need, consideration of options, the actual procurement process and the subsequent management and review of the contracts. These contract procedure rules (CPRs) apply to all areas of council activity and any type of sub-contracting, apart from contracts for the acquisition and sale of interests in land and the exempt contracts described in CPR 2.8 “Exempt contracts”.
2. These CPRs cover the procurement activities of the council, i.e., the letting of contracts governed by the Procurement Act 2023 (“**Act**”) and the Procurement (Wales) Regulations 2024/782 (“**Regulations**”). Compliance with the Act and the Regulations is a strict legal requirement upon the council, and it is not open to the council to waive compliance of these for procurements. This is the case unless the value of a contract to be procured is below the thresholds as set out in the Act. A more limited form of regulation applies to those contracts below the threshold values in the Act.
3. These CPRs apply to procurements which are to be commenced on or after 24<sup>th</sup> February 2025. Any procurements commenced prior to that date shall continue to be governed by the requirements of the Public Contracts Regulations 2015 (“**PCR**”), Utilities Contracts Regulations 2016 (“**UCR**”), and/or the Concession Contracts Regulations 2016 (“**CCR**”), as applicable, including the award of a call-off contract from a framework, where the procurement for the framework commenced before that date. Any contracts awarded under previous legislation will continue to be managed under that legislation until such a time as the contract ceases to exist. These CPRs also set out where relevant, whether officers should refer back to the requirements of any previous legislation and comply with the requirements of those. Any procurements commenced or to be commenced in accordance with the Health Services (Provider Selection Regime) (Wales) Regulations 2024 (“**PSR**”) shall continue to be governed by the requirements of the PSR.
4. Any procurements which have commenced under previous legislation, i.e., the PCR, UCR, CCR, including those resulting in Below Threshold Contracts, will continue to be procured under that legislation and any resulting contracts or contracts awarded will continue to be procured and subsequently managed (which includes modification and termination) under the previous legislation until:
  - 4.1. the end of the contract (for whatever reason) that is awarded under the previous legislation (including contracts that have had valid extensions).
  - 4.2. where no contract is awarded, the procurement process ends (i.e., because the procurement does not result in the award of a contract, e.g., because the council has discontinued the procurement);
  - 4.3. where the procurement in question is of a Framework Agreement end (for whatever reason) of the last contract awarded under the Framework Agreement during the term of the Framework Agreement.
  - 4.4. where the procurement in question is a Dynamic Purchasing System, the end (for whatever reason) of the last contract awarded under the Dynamic Purchasing System during the term of the Dynamic Purchasing System; or
  - 4.5. where the procurement in question is a Qualification System, the end (for whatever reason) of the last contract awarded under the Qualification System, or where it has an unlimited duration, the end (for whatever reason) of the last contract awarded before the termination of the Qualification System.
5. These CPRs have the following key objectives:
  - 5.1. To ensure that the council obtains value for money and achieves its duty of achieving best value as defined in section 3 of the Local Government Act 1999.
  - 5.2. To ensure that the council complies with UK and Welsh law that governs the procurement of goods, services and works.
  - 5.3. To establish procurement procedures which, when followed, should protect members and officers of the council from any allegation of acting unfairly or unlawfully which may be made in connection

with any procurement by the council relating to goods, services or works

- 5.4. To ensure that any risks associated with commencing procurement processes and subsequently entering into contracts are assessed as part of the procurement process; and
  - 5.5. To ensure that fairness and transparency remains at the forefront of all procurement activity undertaken by officers and approved by members on behalf of the council.
6. Procurement by the council is governed by the Act and Regulations. The law requires all council procurement and contracting to be conducted transparently, fairly and in a non-discriminatory manner. In the event of statutory or other legal requirements exceeding the requirements contained within these CPRs, then statute shall take precedence over any provision within these CPRs.
  7. Section 14 of the Act binds the council to follow the Welsh Procurement Policy Statement (“**WPPS**”), issued by the Welsh Government on 5 March 2021 and which has been and may be amended from time to time. The WPPS sets out a number of important obligations and principles upon the council for procurement including:
    - 7.1. Leveraging collaborative procurement activity in Wales to maximise long-term sustainable social and economic value outcomes from public spend.
    - 7.2. Integrating procurement into the heart of Welsh policy development and implementation.
    - 7.3. Progressing long-term sustainable procurement, which builds on and scales best practice and sets clear steps that show how procurement is supporting the delivery of organisational well-being objectives
    - 7.4. Raising the long-term standing and profile of the procurement profession and its role as an enabler for procurement policy
    - 7.5. Supporting the Welsh Government policy objectives relating to progressive procurement, such as the Foundational and Circular Economy, through collaborative, place-based (whether national, regional or local) procurement activity which nurtures resilient local supply chains
    - 7.6. Acting to prevent climate change by prioritising carbon reduction and zero emissions through more responsible and sustainable procurement the ambition of net zero public sector Wales by 2030
    - 7.7. Aligning ways of working and increasing stakeholder involvement to support innovative and sustainable solutions through procurement
    - 7.8. Collaborating with stakeholders to promote equal opportunities and Fair Work in Wales
    - 7.9. Improving integration and user experience of our digital solutions and applications, maximising the use of our procurement data to support decision making and promoting value-based procurement which delivers optimum long-term outcomes for Wales.
  8. The Act also sets out the following objectives for the procurement of contracts:
    - 8.1. Delivering value for money
    - 8.2. Maximising public benefit
    - 8.3. Sharing information for the purpose of allowing suppliers and others to understand the authority’s procurement policies and decisions
    - 8.4. Acting, and being seen to act, with integrity,

## **Procurement Objectives**

9. Additionally, in carrying out any procurement, the council shall
  - 9.1. Have regard to the fact that small and medium sized enterprises may face particular barriers to participation; and
  - 9.2. Consider whether such barriers can be removed or reduced.
10. In addition to the statutory requirements, the Council commits to undertake both regulated and unregulated procurements, observing and applying the following principles:

- 10.1. Proportionality.
- 10.2. Transparency.
- 10.3. Equal treatment; and
- 10.4. Non-discrimination.

11. It is a requirement of every procurement that the council considers the incorporation of requirements for the delivery of social value. The council is obliged by the Social Partnership and Public Procurement (Wales) Act 2023 to consider how the procurement might improve the economic, environmental, social and cultural well-being in Wales. However, the council's commitment to deliver social value goes further than the statutory requirement and applies this requirement to all procurements and furthermore requires all procurements to be undertaken with the inclusion of appropriate social value/community benefits measures, which are proportionate and relevant to the content and scope of the procurements being undertaken.

**Table 1**

**Procurement Thresholds – Please note all Thresholds now include VAT**

<b>Contract Value</b>	<b>Minimum Competition Requirements</b>	<b>Other Requirements</b>	<b>CPR Section</b>
Up to £24,000 (inc. VAT)	1 verbal or written quote able to demonstrate value for money	<ul style="list-style-type: none"> <li>• Use of Quick Quotes function encouraged</li> </ul>	<u>4.1</u>
£24,001 to £30,000 (Inc. VAT) Goods & Services	4 quotations via the Council's electronic procurement system	<ul style="list-style-type: none"> <li>• Prepare a formal "request for quotation" (RFQ)</li> <li>• Quotations must be received via electronic procurement system</li> <li>• A Commissioning Form must be completed and submitted to Corporate Procurement Team</li> </ul>	<u>4.2</u>
£24,001 to £300,000 (Inc. VAT) Works	4 quotations via the Council's electronic procurement system	<ul style="list-style-type: none"> <li>• Prepare a formal "request for quotation" (RFQ) / Invitation to Tender (ITT)</li> <li>• Quotations must be received via electronic procurement system</li> <li>• Must be supported by a named officer from Corporate Procurement team if over £30k</li> <li>• A commissioning form must be completed if over £24k</li> <li>• Community Benefits / Social Value mandatory for contracts above £1m and encouraged for contracts below £1m</li> <li>• Complete a Well-being/Sustainability Impact Assessment if applicable</li> </ul>	
£300,001 to the Relevant Statutory Threshold - Goods & Services	Advertisement on Sell2Wales via the Council's electronic procurement system	<ul style="list-style-type: none"> <li>• Must be supported by a named officer from Corporate Procurement team</li> <li>• A commissioning form must be completed</li> <li>• Complete a corporate Well-being/Sustainability Impact Assessment</li> <li>• Prepare all tender documents prior to placing advertisement</li> <li>• Tenders must be received via electronic procurement system</li> <li>• Community Benefits/Social Value mandatory for contracts above £1m and encouraged for contracts below £1m</li> </ul>	<u>4.3</u>

£300,001 to the Relevant Statutory Threshold (Inc. VAT) Works	<ul style="list-style-type: none"> <li>Advertisement on Sell2Wales via the Council's electronic procurement system for contracts over £250K</li> </ul>	<ul style="list-style-type: none"> <li>Must be supported by a named officer from Corporate Procurement team</li> <li>A commissioning form must be completed</li> <li>Complete an Integrated Impact Assessment</li> <li>Prepare all tender documents prior to placing advertisement</li> <li>Tenders must be received via electronic procurement system</li> <li>Community Benefits/Social Value mandatory for contracts above £1m and encouraged for contracts below £1m</li> </ul>	<u>4.4</u>
Above the Relevant Statutory Threshold	Advertisement on Sell2Wales via the Council's electronic procurement system	<ul style="list-style-type: none"> <li>Must be supported by a named officer from Corporate Procurement team</li> <li>A commissioning form must be completed</li> <li>Complete an Integrated Impact Assessment</li> <li>Prepare all tender documents prior to placing advertisement</li> <li>Minimum time limits for tender submissions must be followed</li> <li>Tenders must be received via electronic procurement system</li> </ul>	<u>4.5</u>
		<ul style="list-style-type: none"> <li>Community Benefits mandatory for contracts above £1m and encouraged for contracts below £1m</li> <li>Requirements for notifying bidders must be followed (CPR 5.6)</li> <li>Conflict of Interest Assessment to be complete and updated throughout the procurement (CPR 1.6.3) Statutory document available from Procurement Team</li> </ul>	
Light-Touch Regime (below the Relevant Statutory Threshold)	As above depending on the value of the contract	<ul style="list-style-type: none"> <li>As above depending on the value of the contract</li> <li>A commissioning form must be completed if the contract is above £24k</li> </ul>	<u>4.6, 4.1</u> <u>4.2, 4.3</u>
Light-Touch Regime (above the Relevant Statutory Threshold)	Advertisement on Sell2Wales via the Council's electronic procurement system	<ul style="list-style-type: none"> <li>Must be supported by a named officer from Corporate Procurement team</li> <li>A commissioning form must be completed</li> <li>Complete a Well-being/Sustainability Impact Assessment</li> <li>Prepare all tender documents prior to placing advertisement</li> <li>Tenders must be received via electronic procurement system</li> <li>Community Benefits mandatory for contracts above £1m and encouraged for contracts below £1m</li> <li>Requirements for notifying bidders must be followed (CPR 5.6)</li> <li>Conflict of Interest Assessment to be complete and updated throughout the procurement (CPR 1.6.3) Statutory document available from Procurement Team</li> </ul>	<u>4.6</u>

**Table 2****Authorisation thresholds for approving procurement strategy and inviting competitive bids**

<b>Value</b>	<b>Authorisation Required from</b>	<b>Documents Required</b>
Up to £300,000 (inc. VAT)	The Manager of the team where the procurement activity will be taking place, providing they have authority to approve spend to the estimated contract value. If they do not have authority to spend, then by the Chief Officer/Head of Service where the procurement activity is taking place.	<ul style="list-style-type: none"><li>• Commissioning Form Required if over £30,000 inc. VAT</li></ul>
£300,001 to £1,200,000 (inc. VAT)	Chief Officer/Head of Service where the procurement activity is taking place, the Section 151 Officer, and the Monitoring Officer. (Any of these individuals can refer the decision to Cabinet for consideration under the Cabinet Members Scheme of Delegation)	<ul style="list-style-type: none"><li>• Commissioning Form</li></ul>
£1,200,001 to £2,400,000 (Inc. VAT)	The relevant Cabinet Member (with agreement from Chief Officer/Head of Service where the procurement activity is taking place, the Section 151 Officer, and the Monitoring Officer). The Cabinet Member can refer the decision to Cabinet for consideration under the Cabinet Members Scheme of Delegation.	<ul style="list-style-type: none"><li>• Commissioning Form</li><li>• Delegated decision report</li></ul>
£2,400,001 and above (Inc. VAT)	Cabinet	<ul style="list-style-type: none"><li>• Commissioning Form</li><li>• Cabinet report</li></ul>



# SECTION 1 - GENERAL ARRANGEMENTS

## 1.1 Over-riding principles

- 1.1.1 These CPRs are not intended to conflict with UK and Welsh law. Statutory legal obligations shall always take precedence over these CPRs.
- 1.1.2 These CPRs govern organisational behaviour in the conduct of procurement. It is a given that such behaviour is undertaken in support and delivery of the wider policies and objectives of the council.
- 1.1.3 Nothing in these CPRs shall relieve the council from its duty to spend public money wisely. Officers must always seek value for money, which is itself a required objective under the Act.
- 1.1.4 The nature and extent of procurement activity must be appropriate and proportionate to the nature and value of the goods and services being procured. Procurement management must be optimised to make the most of council resources.
- 1.1.5 Transparency is key to demonstrating probity and so all stages of the procurement process must be open to scrutiny by councillors, especially the relevant cabinet member(s) who can ask to see or have demonstrated any documentation or electronic records associated with procurement activity for which they are responsible.
- 1.1.6 Utmost probity must be demonstrated at all times.
- 1.1.7 Arrangements for contracts made by schools shall not be subject to these CPRs but shall be subject to their own contract procedure rules. Please refer to the School Purchasing Rules.
- 1.1.8 Where there is any doubt about the interpretation or implementation of any of the CPRs, clarification and guidance should always be sought from the Corporate Procurement Team.
- 1.1.9 Whilst officers will be operationally responsible for conducting procurement, they derive their authority from councillors who are collectively accountable for the council's actions. These CPRs and the authorisation levels specified within them do not override normal arrangements for briefing, discussion and agreement of proposed actions with councillors especially those within the Cabinet/Executive.

## 1.2 Compliance

- 1.2.1 Every contract entered into by the council shall be entered into pursuant to or in connection with the council's functions and shall comply with:
  - i. All relevant statutory provisions
  - ii. Insofar as they apply, the relevant UK and Welsh procurement rules; and
  - iii. The council's constitution, including these contract procedure rules, the council's financial regulations, schemes of delegation, the Officer Code of Conduct, the council's strategic objectives, procurement strategy and relevant council policies.
- 1.2.2 Any failure by officers to comply with any of the provisions of these CPRs may result in disciplinary action

### 1.3 Welsh Language Standards

1.3.1 **All** advertisements in Sell2Wales and Find a Tender/Contracts Finder (where relevant and available) **must** be published bilingually in Welsh and English. The advertisement must state that quotations or tenders may be submitted in Welsh, and that a quotation or tender submitted in Welsh will be treated no less favourably than, and as per CPR 1.3.3 will be subject to the same timescales as, a quotation or tender submitted in English.

1.3.2 When requesting quotations or inviting tenders, **all** accompanying documentation (including criteria and evaluation methodology, draft contract/terms and conditions and specification) **must** be available in Welsh as well as English, and at the same time as the English Language versions are available, where:

- i. The subject matter of the contract suggests that it should be produced in Welsh; or
- ii. Where the anticipated audience, and their expectations, suggests that the documents should be produced in Welsh.

In all other circumstances it is acceptable to produce English only documents, notwithstanding the requirement for all advertisements to be bilingual as per CPR 1.3.1 above.

1.3.3 Where a quotation or tender 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 time-scale for informing bidders of decisions).

1.3.4 If a quotation or 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).

1.3.5 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.

### 1.4 Procurement by council staff

1.4.1 Any council officer can undertake procurement activity under the direction of their line manager, having had due consideration of:

- i. The capability of that officer in question i.e. do they have sufficient experience and/or have they completed appropriate Procurement Service advised training to competently carry out the procurement activity, particularly when undertaking procurement at intermediate value or above (see CPRs [4.3](#) to [4.5](#)); and
- ii. The capacity of that officer i.e., do they have enough time to undertake the required tasks associated with the procurement activity, and can these requirements be balanced effectively with their other duties.

## **1.5 Procurement by consultants, agency staff or other non-council staff**

- 1.5.1 Where the council uses consultants, agency staff and/or any other non-council officer to act on its behalf in relation to any procurement, then the head of service where the procurement activity is taking place shall ensure that they carry out any procurement in accordance with these CPRs and all statutory procurement obligations.
- 1.5.2 No consultant shall make any decision on whether to award a contract or who the contract should be awarded to. Determination of these decisions is detailed in CPR 5.5.
- 1.5.3 Where the council uses consultants, agency staff and/or any other non-council officer to act on its behalf in relation to any procurement, they must declare any potential conflict of interest that may arise to the head of service prior to the commencement of the procurement process or at such time as the contractor becomes aware of such potential conflict of interest. Where the head of service considers that such a conflict of interest is significant the individual or company shall not be allowed to participate in the procurement process.
- 1.5.4 Note that it is the council, as the contracting authority, which is responsible for all actions and decisions of non-council staff in relation to the conduct of procurements, therefore there need to be proper governance procedures in place to manage and monitor non-council staff appropriately.

## **1.6 Declaration of interests & Conflict of Interest Assessment**

- 1.6.1 No member, officer or agent of the council shall knowingly use their position to improperly obtain any personal or private benefit from any contract entered into by the council.
- 1.6.2 Officers of the council shall comply with the requirements of section 117 of the Local Government Act 1972 and the officers code of conduct and members shall comply with the members code of conduct set out in the Constitution in respect of the declaration of interests in contracts with the council.
- 1.6.3 Such interests must be declared to the monitoring officer for inclusion in the appropriate registers, and a record of any conflict of interest pertaining to a contract should be placed on the contract file on the council's electronic procurement system, detailing how the conflict has been addressed.

**It is a mandatory requirement to complete a Conflict Assessment for any above threshold procurements and for all Officers involved in any part of the process to complete and sign a Conflict of Interest Declaration. The Conflict Assessment must be reviewed and updated throughout the life of the procurement process and of the contract. It is the Service area and Contract Managers responsibility to ensure this document is reviewed and updated.**

## **1.7 Procurement of ICT requirements**

- 1.7.1 All ICT procurement within FCC - including hardware, software and licences – shall be undertaken centrally by the Council's ICT team (or its successor) and via Digital Strategy Board. Any exception to this will need to be justified by the Chief Officer where the procurement activity is taking place and approved by the Chief Officer with responsibility for ICT, and a record of this justification and approval attached to the contract file on the council's electronic procurement system.

All ICT procurement within DCC – including hardware, software and licenses – shall be undertaken centrally by the Council's ICT team (or its successor). Any exception to this will need to be justified by the Head of Service where the procurement activity is taking place and approved by the Head of Service with responsibility for ICT, and a record of this justification

and approval attached to the contract file on the council's electronic procurement system.

## **1.8 Procurement of transport requirements**

1.8.1 All transport procurement requirements with FCC – including vehicle hire, taxi and bus hire, rail tickets, school transport, etc – shall be undertaken centrally by the Council's Integrated Transport Unit (ITU) (or its successor). Any exception to this will need to be justified by the Chief Officer where the procurement activity is taking place and approved by the Chief Officer with responsibility for ITU, and a record of this justification and approval attached to the contract file on the council's electronic procurement system.

All transport procurement requirements within DCC – including vehicle hire, taxi and bus hire, school transport, etc. shall be undertaken centrally by the Council's Fleet unit (or its successor). Any exception to this will need to be justified by the Head of Service where the procurement activity is taking place and approved by the Head of Service responsible for Fleet, and a record of this justification and approval attached to the contract file on the council's electronic procurement system.

## **1.9 Procurement of consultants**

1.9.1 FCC only - Any procurement of consultants, as defined in the "Consultancy Appointment Procedure", for contracts up to £30,000 requires completion of a business case and prior authorisation from the appointing Chief Officer. Procurement of consultants above the £30,000 threshold require completion of the business case, approval by appointing Chief Officer and the additional prior authorisation of the Chief Executive Officer in line with the Consultancy Appointment Procedure.

## **1.10 Procurement of property and works related requirements**

1.10.1 All property and works related procurement projects shall be undertaken either by:

- i. Property Design & Maintenance Team (or its successor within FCC) and Property Technical Services (or its successor within DCC) for building construction, building maintenance and landscaping related works for council owned properties. Any exception to this will need to be justified by the Chief Officer/Head of Service where the procurement activity is taking place and approved by the Chief Officer/Head of Service with responsibility for the relevant Property Teams, and a record of this justification and approval attached to the contract file on the council's electronic procurement system.
- ii. Housing Area Renewal Team (or its successor within FCC) for building construction and/or building maintenance works relating to private sector properties. Any exception to this will need to be justified by the Chief Officer where the procurement activity is taking place and approved by the Chief Officer with responsibility for the Housing Area Renewal Team, and a record of this justification and approval attached to the contract file on the council's electronic procurement system.
- iii. Streetscene & Transportation Team (or its successor within FCC) and Highways and Environmental Service (or its successor within DCC) for highways construction and civil engineering projects. Any exception to this will need to be justified by the Chief Officer/Head of Service where the procurement activity is taking place and approved by the Chief Officer/Head of Service with responsibility for the relevant Team, and a record of this justification and approval attached to the contract file on the council's electronic procurement system.
- iv. Housing & Asset Management (or its successor within FCC) and Property Technical Services (or its successor within DCC) for building construction and/or building maintenance works relating to the council's housing portfolio. Any exception to this will need to be justified by the Chief Officer/Head of Service where the procurement activity is taking place and approved by the Chief Officer/Head of Service with responsibility for the relevant Team, and a record of this justification and approval attached to the contract file on the council's electronic procurement system.

1.10.2 Where Services have existing frameworks or a Dynamic Market that can be called upon without the need for the involvement of the teams listed in CPRs 1.10.1 then this should be allowed where it offers value for money.

## **1.11 Land contracts and appointment of developers**

1.11.1 All land transactions must comply with section 120 – 123 of the Local Government Act 1972, depending upon whether the transaction involves disposal or acquisition.

1.11.2 Any land transactions are deemed to be Development Agreements where:

- i. The council requires or specifies works to be undertaken by the developer; and/or
- ii. The developer enters into an enforceable written obligation to carry out work; and/or
- iii. The developer may have some pecuniary interest – which need not necessarily be a cash payment – in carrying out the works.

Any land transactions which involve Development Agreements may be subject to the Act and shall be notified to the Monitoring Officer and advice sought.

## **1.12 Electronic procurement**

1.12.1 Requests for quotations above the value of £24,001 and **all** tenders must be conducted using the council's approved electronic system. It is the responsibility of the chief officer or head of service to ensure that their staff comply with this regulation.

1.12.2 Any officer required to use the council's electronic procurement system in the course of their duties must obtain written delegated authority approval and notify the corporate procurement team so that they can be registered on the system. Similarly, it is the responsibility of the relevant line manager to notify the Corporate Procurement Team of changes to any officer's eligibility for using the system (e.g. staff leaving or disciplinary measures) at earliest opportunity so that the user access can be deactivated.

### **1.13 Amendment and review of the CPRs**

1.13.1 A full review of these CPRs will be undertaken following any substantive changes to the law, or within five years of adoption, whichever is the sooner. Any changes to these CPRs will require the approval of Council.

1.13.2 Amendments to the appendices associated with these CPRs can be updated and/or amended as necessary by the Corporate Procurement Team in agreement with the Monitoring Officer.

# SECTION 2 - PROCUREMENT PLANNING

## GUIDANCE NOTE 1

### Preparation and planning

#### Pipeline Notices

In each financial year where the Council anticipates spending more than £100million on relevant public services, works or supply of goods contracts whether below or above the thresholds in the Act (but not including any Exempted Contracts or Dynamic Markets), the Council will be required to publish a pipeline notice ("**Pipeline Notice**"). The Pipeline Notice must set out the following specified information as required by the Regulations in relation to any public contracts with an estimated value of £2million or more, which the Council intends to publish a Tender Notice or Transparency Notice for during the reporting period. The reporting period means the period of 18 months beginning with the first day of the financial year. The Pipeline Notice must be published by the council within 56 days of the first day of the financial year, i.e., 1<sup>st</sup> April.

The specified information to be included for each procurement/contract in a Pipeline Notice is as follows, and a contracting authority may choose to include more information as well:

- The contracting authority's information
- The title of the procurement
- The unique identifier for the procurement.
- The contract subject-matter, and
- The estimated date when the following will be published –
  - o the Tender Notice for the public contract; or
  - o the Transparency Notice for the public contract.

**All service areas must provide the information set out above to the Corporate Procurement Service in line with the time scales set out above order for the Corporate Procurement Service to publish the Pipeline Notice.**

#### Preliminary Market Engagement

The Act permits contracting authorities to engage with the market however this is not mandatory. It further provides guidance on the permitted purposes of such engagement and obligates the contracting authorities to take steps to ensure that participating suppliers are not unfairly advantaged. **DO NOT undertake any pre-market engagement prior to consulting with Procurement** who will then publish the Preliminary Market engagement notice.

A preliminary market engagement notice is one which sets out that the council intends to conduct or has conducted preliminary market engagement, and any other information as specified by the Regulations ("**Preliminary Market Engagement Notice**").

If the council conducts preliminary market engagement, then it is obligated to either:

- a. publish a Preliminary Market Engagement Notice before it publishes a tender notice; or
- b. if not, explain in the Tender Notice, why it did not publish a Preliminary Market Engagement Notice.

The mandatory content of a Preliminary Market Engagement Notice includes (however, this does not prevent the council from publishing other information around the same procurement):

- The contracting authority information
- The title of the procurement.
- The unique identifier for the procurement.
- The contract subject-matter;
- either:
  - o the date when the council intends to close the preliminary market engagement, or
  - o the date when the preliminary market engagement closed, and
- a description of the process by which the council proposes to engage, or engaged, with suppliers during the preliminary market engagement, for example –
  - o the location, date and time of events, and
  - o any periods for the submission of expressions of interest and information by suppliers.

The Act does not specify timescales for when this should be published however it is advisable to allow sufficient time for those who may want to take part to prepare, proportionate to the nature of the engagement.

The provisions relating to Preliminary Market Engagement do not apply to engagement in respect of Frameworks – if preparation and planning involving engagement with stakeholders is undertaken in respect of frameworks, it must be done with the principles of public procurement in mind.

This preparation and planning stage of the process is critical and 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. The key tasks at the planning stage include:

- **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?
- **options appraisal** to look at different ways of meeting the identified needs (e.g. buy, lease or rent?)
- **budget and funding**, to define a realistic budget for the contract to achieve the desired results and then securing the funds to finance the contract
- **selection of the appropriate procedure** – see CPRs Guidance Note 3.
- where a tender is to be awarded on both price and quality, the **criteria and evaluation methodology** need to be developed and finalised

The results of this planning stage should be properly documented in the commissioning form and attached to the contract document of the council's electronic procurement system, and the Council should ensure

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<sup>1</sup> It should be noted that there are a limited number of scenarios where it may not be mandatory to publish a notice ahead of preliminary engagement (this will be fact specific, however is intended to be used, for example, where it is necessary to keep the preliminary engagement confidential for national security purposes or where there are other mitigating circumstances). Where private utilities are being procured it is not mandatory to publish a preliminary market engagement notice, however this is encouraged. The obligations around preliminary market engagement notices do not apply to below threshold contracts.



that it is not putting any supplier at an unfair advantage or otherwise destroy competition.<sup>2</sup> **It is quite common to underestimate the planning stage or not carry it out at all. Depending on the size and complexity of the contract, this stage of the process might take months before a tender notice is published. The biggest (and potentially most costly) and most common errors on contracts result from inadequate planning.**

### Planned Procurement Notices

This is an optional notice given under the Act which is published at the pre-procurement stage to give advance notice of an upcoming procurement. It is designed to give as much advance information to the market as possible to enable potentially interested suppliers to determine if the upcoming procurement is of interest and whether they may want to bid, allowing maximum time for preparation. This could be the first notice published about an upcoming procurement, or it may follow a Pipeline Notice or a Preliminary Market Engagement Notice.

A Planned Procurement Notice is used to inform the market that the council intends to publish a Tender Notice. A Planned Procurement Notice should not be used when:

- establishing a Dynamic Market
- awarding in accordance with a Framework; or
- making a direct award.

Officers should refer to section 4 of these CPRs for more information on content for inclusion in this type of notice.

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## **2.1 Frameworks, Dynamic Markets and other corporate purchasing arrangements**

2.1.1 In some instances, the council has entered into corporate purchasing agreements for certain goods, services and works. The use of these corporate purchasing agreements is subject to correct use, as advised by the Corporate Procurement Team, and is sufficient to ensure officers meet their responsibilities for compliance. Such arrangements include:

- i. Corporate purchasing agreements resulting from the Welsh Collaborative Procurement Hub or any other approved official purchasing consortiums.
- ii. Any other Frameworks and any subsequent call-off arrangements.
- iii. Dynamic Markets; and
- iv. Any joint procurement arrangements with another council or public sector organisation.

## GUIDANCE NOTE 2

### Frameworks and Dynamic Markets

#### **Frameworks**

Frameworks are agreements between a contracting authority (the council) and one, or more suppliers that provides for the future award of contracts by a contracting authority to the supplier or suppliers (“**Frameworks**”).

The Act stipulates that a Framework can be concluded with a single provider or with several providers, for the same goods, works or services.

The term of any Framework must not exceed four years for a Closed Framework or Eight years for an Open Framework, unless there are clear justifications for this which must be set out in the Tender Notice or Transparency Notice relating to the Framework.

Frameworks may either be established under the Open Procedure or the Competitive Flexible Procedure.

Call-Off Contracts should be awarded in accordance with the terms of the Framework and are not subject to the Act’s competitive tendering requirements (as these requirements will have already been met by the Council when establishing the Framework from which the Call-Off Contract will be awarded).

A Framework may also be directly awarded provided that Framework is not an Open Framework, although the circumstances in which this might apply to a framework will be extremely limited.

Depending on what route is chosen, whether a Competitive Tendering Procedure or where permitted, a Direct Award of a Framework, the relevant requirements of the route chosen/permitted under the Act is applicable to that Framework, i.e., the provisions around publishing a Tender Notice or a Transparency Notice, and provisions on Excluded Suppliers and Excludable Suppliers.

The Act explicitly prohibits Frameworks being used to award another Framework or a concession contract.

**Framework** - A Framework is one which is concluded with one or more suppliers and then the Framework is closed, and no new suppliers can join for the period of the Framework, i.e., there is a static number of suppliers for the duration.

**Open Frameworks** – An Open Framework is one which after it is concluded, can be reopened during the framework period so that new suppliers may join, as defined under Section 49 of the Procurement Act 2023. Essentially suppliers are appointed to a scheme of frameworks which provides for the award of successive frameworks on substantially the same terms. The terms and conditions of the Framework set out provisions which determine how to move from one framework to another, and in doing so confirms that the old framework ends, with the new framework (with its new suppliers) replacing the old.

## **Awarding Call-Off Contracts**

The standard position when awarding Call-Off Contracts under a Framework is that they will be awarded following a competitive selection process. The competitive selection process must be provided for in the Framework.

A Call-Off Contract may only be awarded without a competitive selection process where:

- (a) only one supplier is the party to the Framework; or
- (b) if the Framework sets out the core terms for the Call-Off Contract and also the objective mechanism for selection of suppliers.

## **Dynamic Markets**

The council may establish arrangements for the purposes of awarding contracts under an appropriate Dynamic Market.

In establishing a Dynamic Market, the council must set conditions for membership which are proportionate means of establishing whether suppliers have the legal and financial capacity and the technical ability to perform the contracts to be awarded under the Dynamic Market. Such conditions shall be proportionate to the requirements, having regard to the nature, complexity and cost of the contracts to be awarded. The Dynamic Market remains open to new suppliers to join at any time. A Dynamic Market can be used to procure any type of purchases of goods, services or works, other than those purchased under concession contracts.

As Dynamic Markets are not public contracts in themselves, they are not subject to the standard transparency and notice requirements under the Act and Regulations, except for the following notices, Pipeline Notices (but only in so far as the public contracts awarded under the Dynamic Market), Planned Procurement Notices and Preliminary Market Engagement Notices. Instead, Dynamic Markets are subject to an alternative set of notices which are mandatory for the council to publish at various stages of the lifetime of a Dynamic Market see Guidance Note 4 of these CPRs.

Where contracts are awarded under Dynamic Markets, the standard transparency and notice requirements are applicable and should be complied with (and the value of such should be included in any Pipeline Notices published).

It is not mandatory to observe a standstill period when awarding a contract under a Dynamic Market, however a voluntary standstill period may be observed.

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- 2.1.2 It is the responsibility of the manager of the team where the procurement activity is taking place to ascertain whether there is a Framework, Dynamic Market or other corporate purchasing agreement in place, using the Central Digital Platform. If in any doubt the advice of the Corporate Procurement Team should be sought. The use of Frameworks or Dynamic Markets not on the contracts register is only permissible once they have been checked for compliance with procurement legislation by the Corporate Procurement Team.
  - 2.1.3 When using Frameworks or Dynamic Markets, the assessment criteria, weightings and any special conditions detailed in those must be fully complied with.

## **2.2 Estimating the contract value**

- 2.2.1 The general rule for estimating the value of a contract includes a calculation taking into account
- the value of any goods, services or works providing by the contracting authority under the contract other than for payment.
  - amounts payable if an option to extend or renew the term of the contract was exercised.
  - amounts payable if an option to supply additional works, services or goods was exercised amounts representing premiums, fees, commissions or interest that could be payable
  - if a collaborative arrangement the value is the total across all parties, but each party to follow their respective CPRs in terms of authorisation for their individual part of the contact value.
  - whole life costs including, for example, contract management costs
  - amounts representing prizes or payments that could be payable to participants in a procurement; and,
  - **inclusive of** VAT.

Frameworks are valued in accordance with this general rule, however, the particular valuation method for Frameworks must also be followed. This requires that the estimate of a Framework is the value of all contracts which could be awarded under that Framework.

Open Frameworks must be valued by including the value of all Frameworks that could be awarded under the Open Framework and therefore, the value of all contracts that could be awarded under each of the Frameworks in the scheme.

Concession contracts are to be valued differently. Concession contracts should be valued by way of estimating the maximum amount the supplier could expect to receive, taking account of a similar non-exhaustive list of variables in the general rule, with certain modifications more pertinent to concession contracts, such as amounts received on the sale of assets held by the supplier under the concession contract.

If a contract value cannot be estimated, then the contract is deemed to be valued as above threshold.

No procurement may be artificially split to avoid compliance with these CPRs, the Act or any successive legislation related to public procurement.

- 2.2.2 Where the same goods, services or works are purchased regularly by the Council it is the aggregated value of these purchases that determines the total contract value. The Procurement Team will support Services to monitor such aggregations to ensure the correct procedures are followed.

## **2.3 Pre-quotation/tender market testing and consultation**

Officers should also refer to 4.6 of these CPRs for requirements around Pre-Market Engagement.

- 2.3.1 It is permissible to consult in general terms with potential suppliers, prior to a request for quotation or invitation to tender, about the nature, level and standard of supply, price range and other relevant matters, and/or whether particular suppliers wish to be invited to quote or tender.

2.3.2 Officers may review the market for a proposed procurement through discussions with suppliers and other research but may not:

- i. Base any specification on one contractor's offering such as to distort competition. Bidders may be excluded from the procurement in circumstances where their prior involvement would distort competition (and there are no other means of ensuring equal treatment which can be applied);
- ii. Make any indication or commitment to contractors that their offer may be preferred by the council;
- iii. Suggest any procurement route which is not consistent with these rules;
- iv. Enter into negotiations about price where a competitive procurement process has yet to take place.

2.3.3 A written record, including notes of any meetings held, the responses and the names of all individuals present shall be attached to the contract file on the council's electronic procurement system. It is the responsibility of the manager of the team where the procurement activity is taking place to ensure this is actioned.

## GUIDANCE NOTE 3

### Selecting the appropriate procedure

**1. At intermediate value procurement (see CPR 4.3) we move from requesting quotations to the more formal approach of inviting tenders of which there are a number of options. The decision on which procedure to use is a critical one affecting the whole procurement process. The decision should be made and fully justified at the planning stage. The Council may not enter into public contracts unless awarded in accordance with one of the following processes:**

- **Competitive Tendering procedure:** the council may choose to award a public contract to a supplier submitting the most advantageous tender (“**MAT**”) in a competitive tendering procedure, which must take one of two forms:
- **Open procedure:** a single stage procedure under which any interested party can submit a tender. The decision to award the contract must be based solely on the single tender, subject to any disregarded tenders. This is a process where all providers interested in the contract and who have responded to an advertisement can submit tenders. All such tenders must be considered without any prior selection process. The selection and evaluation stages are carried out after the submission of the tenders.
- **Competitive flexible procedure:** this procedure is non-prescriptive and allows the council flexibility to design their own procurement process, to suit its specific needs and requirements. The Council must have regard to the Procurement Objectives and meet the procedural requirements applicable to the competitive tendering procedure, such as relating to time and transparency. The Council must decide who to award the contract to, based on who the Council considers appropriate for the purpose of awarding the public contract.

The Council must use the competitive flexible procedure where:

- it wishes to limit the number of suppliers before inviting tenders;
- when procuring under a dynamic market; and
- when reserving a public contract to Supported Employment Providers or Public Service Mutuels.

A competitive tendering procedure does not need to be used by the Council where a Direct Award is justified in accordance with the Act or when awarding a public contract under a Framework.

**2. Direct Award: this provides for the award of a public contract without using a competitive tendering procedure and the public contract is able to be placed with the supplier directly without competition.**

Under the Procurement Act 2023 there are limited circumstances in which the Council is permitted to award a public contract without first running a competitive tendering procedure. Officers should refer to the circumstances as set out in section 41 and Schedule 5 of the Act (“**Direct Award Justifications**”). Permitted justifications can include prototype and development, Single supplier, Additional or Repeat goods, works or services (subject to competitive original procurement),

commodities, urgency, advantageous terms due to supplier insolvency, and user choice.

Before awarding a contract in this way, the council must consider whether the supplier is an Excludable Supplier, if so, the council will need to determine if it is appropriate for the supplier to be awarded the contract. It is the responsibility of the Service to check if supplier is excludable.

A Direct Award must not be made to an Excluded Supplier, unless there is an overriding public interest in awarding the contract to that supplier. An overriding public interest arises where:

- (a) the award is necessary for the construction, maintenance or operation of critical national infrastructure
- (b) the award is necessary to ensure the proper functioning of a sector on which the defence, security or economic stability of the UK relies.
- (c) not awarding the contract to the supplier would prejudice the conduct of military or security operations or the effective operation of the armed forces or intelligence services; or
- (d) the contract is being awarded under the urgency provisions in Schedule 5, paragraph 13, and cannot be awarded to, or performed by, a supplier that is not an excluded supplier within the necessary time frame.

Direct Awards may also be made in order to protect life (under section 42 of the Act), as though a Direct Award Justification applies. Justification will only apply where secondary legislation has been made authorising such Direct Award. Secondary legislation may only be made by a Minister of the Crown who considers it necessary to protect human, animal or plant life or health, or to protect public order or safety.

The Council may switch to Directly Award from a competitive tendering procedure in circumstances where no or no suitable Tenders or RFQs in accordance with Section 43(2) of the Act, have been received in that competitive tendering procedure and the council considers that the award of a contract via that competitive tendering procedure is not possible in the circumstances (section 43 of the Act). In these circumstances, the Direct Award cannot be made to an Excluded Supplier.

#### **Direct Awards of below threshold contracts**

As set out in Section 41 and Schedule 5 of the Act ('Direct Award Justifications') plus the following:

- in relation to time limited grant funding from an external body, where the time limitations will not allow a competitive procurement process to be completed and where the grant conditions allow this
- where delay attributable to the quotation or tendering process would, in the estimation of the Chief Officer concerned, result in the Council incurring net expenditure or forfeiting net income in excess of the savings on the contract sum that might reasonably be expected to accrue from competitive tendering
- where delay attributable to the quotation or tendering process would, in the estimation of the Chief Officer concerned, create or increase danger to life or limb

- where delay attributable to the quotation or tendering process would, in the estimation of the Chief Officer concerned, result in or continue an unacceptable level or standard of service; or
- where relevant UK or EU legislation not otherwise referred to in these CPRs permits.

## Frameworks

Officers should refer to Guidance Note 2 of these CPRs for more information on Frameworks.

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### 2.4 Planning the procurement process

- 2.4.1 Whilst the following regulations outline key considerations for the planning stage of any procurement activity, the planning process must end with an approval to procure and commence any required document preparation and subsequently invite offers from the market. The authorisation thresholds and process are detailed later in [CPR's 2.7](#), but note that for any procurement activity where the value of the contract is estimated to be greater than £24,000 a commissioning form must be completed by the service area undertaking the procurement activity in order that the proposed route to market can be assessed and duly agreed/signed off.
- 2.4.2 The purpose of the commissioning form is to ensure that the procurement activity proposed has been properly considered and thought through by the relevant service area, and subsequently for the Corporate Procurement Team to assess whether the proposed route to market is compliant with the law and these CPRs. To enable this assessment the form includes:
- Justification of the need to buy.
  - Options appraisal outlining what options were considered and why the preferred option has been selected.
  - Detail of the estimated contract cost and confirmation of which budget the cost will be met
  - Confirmation of the procurement route to market proposed; and
  - Confirmation of what form of contract is to be used.
- 2.4.3 The commissioning form will be completed by the service area undertaking the procurement activity and then forwarded to the Corporate Procurement Team. The relevant Service Area will receive feedback from the Corporate Procurement Team on the commissioning form within five working days of its submission, providing all necessary details have been provided in the form.
- 2.4.4 Once the commissioning form has been returned to the relevant Service Area by the Corporate Procurement Team, the Chief Officer may make adjustment to the proposal based on any comments and/or recommendations made by the Corporate Procurement Team and record these on the relevant section of the Commissioning Form. The Procuring Officer must then secure the authorisation to progress – i.e., preparing the tender documentation and inviting bids – in line with the authorisation process detailed in [CPR 2.7](#).
- 2.5 Whilst the following regulations outline key considerations for the planning stage of any procurement activity, the planning process must end with an approval to procure and



commence any required document preparation and subsequently invite offers from the market. The authorisation thresholds and process are detailed later in CPR's 2.7, but note that for any procurement activity where the value of the contract is estimated to be greater than £24,000 a commissioning form must be completed by the service area undertaking the procurement activity in order that the proposed route to market can be assessed and duly agreed/signed off.

The commissioning form will be completed by the service area undertaking the procurement activity and then forwarded to the Corporate Procurement Team. The relevant Service Area will receive feedback from the Corporate Procurement Team on the commissioning form within five working days of its submission, providing all necessary details have been provided in the form.

Once the commissioning form has been returned to the relevant Service Area by the Corporate Procurement Team. The Procuring Officer must then secure the authorisation of the Commissioning Form in line with the authorisation process detailed in CPR 2.7 prior to issuing an Invitation to Tender. No ITT will be issued without a fully signed off Commissioning Form.

### **Well-being/Sustainable Impact Assessment**

**2.6** In addition to the commissioning form, for any procurement activity where the value of the contract is estimated to be greater than £30,000 (FCC) and at officer discretion and in consultation with Strategic Planning (DCC), the corporate Well-being/Sustainable Impact Assessment tool (or any equivalent corporate assessment that may be required) needs to be applied, and a record of this assessment appended to the commissioning form.

### **2.7 Authority to decide procurement strategy and invite competitive bids**

**2.7.1** For procurement activity where the value of the contract is estimated to be less than £300,000, the authority to decide the appropriate procurement strategy and invite competitive bids is as follows:

- i. By the manager of the team where the procurement activity will be taking place, providing they have authority to approve spend to the estimated contract value. If they do not have authority to spend, then:
- ii. By the Chief Officer/Head of Service where the procurement activity is taking place.

2.7.2 For procurement activity where the value of the contract is estimated to be greater than £300,000, the authority to decide the appropriate procurement strategy and invite competitive bids is as follows:

- i. **£300,001 to £1,200,000:** By agreement in writing from Chief Officer/Head of Service where the procurement activity is taking place, the Section 151 Officer, and the Monitoring Officer  
– recorded on the Procurement Commissioning Form detailed in CPR 2.5. Any of these individuals can refer the decision to Cabinet where they consider there are relevant issues pertaining to the procurement activity such that it should be considered as a key decision under the Cabinet Members scheme of delegation.
- ii. **£1,200,001 to £2,400,000:** by the relevant Cabinet Member through the scheme of delegation detailed in the Council’s constitution, which will also require the agreement from the Chief Officer/Head of Service where the procurement activity is taking place, the Section 151 Officer, and the Monitoring Officer – recorded on a delegated decision report with an accompanying completed Procurement Commissioning Form detailed in CPR 2.5. The Cabinet Member, or any of the other offices detailed above, can refer the decision to Cabinet where they consider there are relevant issues pertaining to the procurement activity such that it should be considered as a key decision under the Cabinet Members scheme of delegation.
- iii. **£2,400.001 and over:** by Cabinet – recorded on a Cabinet Report with an accompanying Procurement Commissioning Form detailed in CPR 2.5.

Once the decision has been made, it is the responsibility of the manager of the team where the procurement activity is taking place to ensure that all duly signed decision reports, and the Procurement Commissioning Form, are uploaded onto the electronic procurement system.

2.7.3 Where authority is given to invite competitive bids under CPR 2.7.2 iii the decision is subject to the five-day Cabinet call-in period. The offer should not go to the market until either this call-in period has elapsed or, in the event that the decision is called-in, the result of any review is known.

## 2.8 Exempt contracts

2.8.1 Exemptions are where the CPRs are suspended entirely. The following contracts are exempt from the requirements of these CPRs:

- i. Internal purchases or service provision.
- ii. Vertical arrangements, i.e., a Teckal arrangement – a public contract awarded by a Council to a legal person controlled by the Council and which carries out at least 80% of its activities for the Council.
- iii. horizontal arrangements, where two or more contracting authorities genuinely cooperate with each other to meet public service obligations that each is entrusted to perform.
- iv. utilities contracts between a utility and a relevant joint venture to which that utility is party, where the joint venture was formed for the purpose of carrying out that utility activity for at least three years and the parties to the joint venture are committed, by way of written agreement to continue to be parties to the joint venture for a period of three years following the date of that agreement.
- v. Contracts relating solely to the acquisition, by whatever means, of land, buildings or any other complete work (i.e., a functioning structure that results from the carrying out of works), or of an interest in or right over any of them (with the exception of development agreements – see [CPR 1.10](#));
- vi. Contracts for the acquisition, development, production or co-production of material intended for broadcast (by any means) by a contracting authority to the general public.

- vii. Contracts to facilitate the provision to the general public of an electronic communications service (within the meaning of s.32 of the Communications Act 2003).
- viii. contracts for the provision to a contracting authority of arbitration, mediation or conciliation or other similar services.
- ix. contracts for the provision of Exempt Legal Services.
- x. financial services – contracts for the lending of money in any currency to a contracting authority.
- xi. contracts of employment or worker's contracts.
- xii. contracts for the provision of research and development services.
- xiii. international agreements and organisations.
- xiv. any contracts that a contracting authority determines should not, in the interests of national security, be subject to this Act.

**“Exempted Contracts”.**

**2.9 Exceptions**

- 2.9.1 There is no provision for Exceptions under Procurement Act 2023, this has been addressed and replaced by Direct Award – see Guidance Note 3 of this CPR document.

**2.10 Health Care Services**

Where the Council procures health care services as described and provided for in [[Schedule 1] of the [Health Services (Provider Selection Regime) (Wales) Regulations 2024] (“**PSR**”), such procurements shall be carried out in accordance with the PSR and not the Act or Regulations.

**2.11 User Choice Contracts**

Paragraph 15 of Schedule 5 (Direct Award: User Choice Contracts) of the Act allows for Direct Award of a user choice contract provided certain conditions are met. User Choice Contracts are not suitable for a competitive tendering procedure due to the needs or preference of an individual. The council must also be of the view that it is in the best interests of the individual that the contract is not awarded under a competitive tendering procedure. It will be the responsibility of the Service area to consider value for money when utilising User Choice.

User choice services should be delivered under Light Touch Contracts for the purpose of benefitting a particular individual and where the council is required to take into account the view of the individual or their carer as to who should supply the user choice services.

## SECTION 3 - PROCUREMENT DOCUMENT PREPARATION

### 3.1 Preparing documentation

3.1.1 It is a requirement to produce all required documentation associated with the procurement activity prior to making any offer to the market. This should include:

- i. The **specification**, which should contain precise details of the requirements, be easily understood by the bidders, have clearly defined, achievable and measurable inputs, outputs or outcomes;

And where appropriate for contracts under £30,000, and for all contracts over £30,000:

- ii. A draft of the **contract**, including any bespoke terms and conditions that may be required over and above the standard terms and conditions of the form of contract used;
- iii. The **criteria and evaluation methodology** (including any weightings) for selection and award of the contract; and
- iv. The **tender invitation** clearly stating the requirement to submit bids electronically, the time and date it needs to be submitted by, along with any other relevant instructions and a clear statement that no bids will be considered that have been delivered other than as instructed.

Standard forms and templates are available from the Corporate Procurement Team, and where appropriate embedded in the Council's electronic procurement system. Any deviation from the standard forms and templates must be agreed in writing with the Corporate Procurement Team

### 3.2 Tender specifications – Standards

3.2.1 Relevant EU, British, and International standards which apply to the subject matter of the contract, and which are necessary to properly describe the required quality must be included in the tender specification.

### 3.3 Tender specifications - Nominated products

3.3.1 All goods and services should be specified by reference to objective, non-product specific descriptions. Equivalent goods or services are nearly always capable of being specified. If this is not possible for genuine technical reasons, and a particular type of product or service or method of production or delivery has to be stated, then the words "or equivalent" should always be added.

### 3.4 Tender specifications - Nominated suppliers and sub-contractors

3.4.1 Nomination of suppliers, contractors or sub-contractors amounts to the same as single-tender action and so must not be used (except where permitted by the Act for contracts equal to or greater than the Relevant Statutory Threshold, or the CPRs below the Relevant Statutory Threshold).

### 3.5 Contract terms and conditions (see also CPR 5.12)

- 3.5.1 Wherever possible, the council's standard terms and conditions, or industry standard national terms and conditions, shall be used with additional information added to specify:
- i. The work, materials, services or things to be furnished, had, done or disposed of (i.e., the specification);
  - 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, committed estimated price, or 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, together with a termination date of the contract; and
  - iv. Any additional bespoke terms and conditions that relate specifically to the contract in question (which will need to be agreed with Legal Services).
- 3.5.2 Note that at contract award stage the following information may also need to be included in the contract documentation;
- i. Any other relevant documents received as part of the successful bid which need to be appended as a schedule to the contract (e.g., pricing schedule, Freedom of Information declarations, etc.)

### **3.6 Sub-contracting (see also CPRs 5.15 and 6.4)**

- 3.6.1 In the procurement documents the Council may ask the bidder to indicate in its quotation or tender any share of the contract that it intends to sub-contract to third parties and any proposed sub-contractors.
- 3.6.2 Where sub-contractors will be used, the contract should include a clause expressly requiring the main contractor to abide by the fair payment requirements and ensure sub-contractors receive payment within 30 days of presenting a valid invoice.

### **3.7 Evaluation criteria**

- 3.7.1 At the procurement planning stage a decision **must** have been made about which evaluation method will be followed – lowest price or the most advantageous tender (“**MAT**”) under the Act (see CPR 2.7 for authorisation procedures).
- 3.7.2 The lowest price method of evaluation may only be used on Goods & Services contracts of a value less than £30,000 and Works contracts of a value less than £300,000.
- 3.7.3 For MAT, the criteria used must be linked to the subject matter of the contract to determine that an offer is the most advantageous, for example: price, quality, technical merit, aesthetic and functional characteristics, environmental characteristics, running costs, cost effectiveness, after-sales service, technical assistance, delivery date, delivery period, period of completion and social value. Whichever criteria are used, they must be objectively quantifiable and non-discriminatory, and they must be listed **in order of importance** in the tender documentation.
- 3.7.4 The award criteria used shall be given a weighting representing a percentage of the total importance. Social value/Community Benefits criteria shall be applied according to applicable policy

- 3.7.5 Where a procurement procedure has separate selection and award stages, the criteria used at the selection stage should not be used again at the award stage. Conditions of participation will typically be those that cover suppliers' capability and experience, whilst assessment criteria will assess which tender is the most advantageous.
- 3.7.6 Issues that are of importance to the council in terms of meeting its corporate priorities and objectives can also be used to as criteria evaluate bids. The bidding organisations approaches to continuous improvement and setting targets for service improvement or future savings could also be included. If such criteria are used there is still a requirement that they must relate to the subject matter of the contract and must be objectively quantifiable and non-discriminatory.
- 3.7.7 The procurement documentation should clearly explain the basis of the decision to bidding organisations, making clear how the evaluation criteria specified in the process will be applied, the overall weightings to be attached to each of the high-level criteria, how the high-level criteria are divided into any sub-criteria and the weightings attached to each of those sub-criteria.

# SECTION 4 - OFFER TO MARKET

## GUIDANCE NOTE 4

### What is the difference between a quotation and a tender?

There are broadly two competitive approaches used by the council to achieve best value in procurement:

1. A **request for quotation** (RFQ) is a less formal approach than a tender, and used for lower value, lower risk procurement. The council will provide a basic technical specification for the goods, services or works it requires, and bidders will quote their price, and in some cases outline how they intend to undertake the supply of good, services or works.
2. An **invitation to tender** (“ITT”) is a more formal approach where the council provides up-front documents laying down the terms and conditions of the offer; the work required to be undertaken and the quality that is expected. The ITT is issued to all suppliers on the same day. They are not allowed to canvass or collude with us, other than to seek clarity. All tenders must be returned before a specified time and date.

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#### 4.1 **Buying** **Up to £24,000 inc. VAT (Goods, Services & Works)**

- 4.1.1 The minimum requirement is **one** verbal or written quotation, although where practical competition is required. Where only one quote is requested, the manager still has a responsibility to ensure and be able to demonstrate that value for money has been obtained.
- 4.1.2 The council’s electronic procurement system has a Quick Quotes facility which is ideally suited to obtaining price only quotations at this threshold level, and will bring greater transparency, fairness and could achieve better value for money. Therefore, the use of the Quick Quotes facility is encouraged for this level of spend.
- 4.1.3 It is acceptable to use petty cash or corporate credit cards when buying goods, services or works at this threshold limit.
- 4.1.4 There is no requirement to openly advertise.
- 4.1.5 There is no prescribed timescale for receiving a request for quotation.
- 4.1.6 Following acceptance of the quotation (verbal, written or electronic) a purchase order **must** be sent via the Purchase-to-Pay (P2P) system or equivalent (e.g. T1 at DCC)
- 4.1.7 Quotes, regardless of whether one or more has been invited, can be accepted – verbally, in writing (including email) or via the council’s approved electronic procurement system – at the time of submission.

#### 4.2 **Lower Value Procurement** **£24,001 to £30,000 (Goods & Services) and £24,001 to £300,000 (Works)**

- 4.2.1 At least **four** quotations to be requested using the council's electronic procurement system.
- 4.2.2 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.
- 4.2.3 Any request for quotation (RFQ) shall include as a minimum a technical specification, pricing schedule and terms and conditions.
- 4.2.4 As an alternative to selection of suppliers, the requirement may also be openly advertised on Sell2Wales and on the council's approved electronic system, but this is not a mandatory requirement at this level. Note that when the requirement is openly advertised in this way there is no restriction on the number of suppliers that may respond.
- 4.2.5 There is no prescribed timescale for receiving a request for quotation, but consideration should be made of the complexity of the requirement being requested and sufficient time allowed for suppliers to provide suitable bids.
- 4.2.6 The quotation must be received electronically using the council's approved 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 has elapsed.
- 4.2.7 All quotations received will be automatically "unlocked" and available for evaluation in the electronic system at the same time within one hour of the closing time and date prescribed in the request for quotation.
- 4.2.8 Following evaluation of the submissions all bidders must be provided with an Assessment Summary and notified of the outcome of the tender process.  
Contractual T&C's to be prepared, issued and signed by all parties if applicable  
Following evaluation of the submissions and acceptance of the quotation on the electronic system, a purchase order **must** be sent via the FCC Purchase-to-Pay (P2P) system or DCC equivalent (T1).

**4.3 Intermediate Value Procurement  
£30,001 to the Relevant Statutory Threshold (Goods and Services) to £300,001 the Relevant Statutory Threshold (works)**

- 4.3.1 Where a procedure has been approved under [CPR 2.7](#), then the offer to market should only be undertaken under the supervision and guidance of a named officer from the Corporate Procurement Team.
- 4.3.2 Prior to inviting tenders, it is a requirement, if applicable, to undertake the Integrated Impact Assessment, or any equivalent corporate assessment that may be required. It is the responsibility of the manager where the procurement activity is taking place to ensure that this is undertaken, and that the result of this exercise is uploaded to the council's electronic procurement system.
- 4.3.3 All requirements **must** be openly advertised on Sell2Wales, and on the council's electronic procurement system.



- 4.3.5 At the time of inviting tenders the documents detailed in CPR 3.1 should have been prepared and be accessible to view on the council's electronic procurement system.
- 4.3.7 The tenders must be received electronically using the council's approved 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 invitation to tender has elapsed.
- 4.3.8 All tenders received will be automatically "unlocked" and available for evaluation in the electronic system at the same time within one hour of the closing time and date prescribed in the invitation to tender.
- 4.3.9 Following evaluation of the submissions all bidders must be provided with an Assessment Summary and notified of the outcome of the tender process. Following evaluation of the submissions and acceptance of the tender on the electronic system, a purchase order **must** be sent via the Purchase-to-Pay (P2P) system or DCC equivalent (T1).  
Contractual T&C's to be prepared, issued and signed by all parties.

**4.4 High Value Procurement  
Above the relevant statutory threshold (as set out at Appendix C) for contracts related to Goods, Services & Works**

- 4.4.1 At this threshold level it is critical that the offer to market is conducted in full compliance with the requirements of the Act. For this reason, adequate time must be allowed for the proper planning of the procurement activity, and this planning and the subsequent offer to market must be undertaken under the supervision and guidance of a named officer from the Corporate Procurement Team.
- 4.4.2 Prior to inviting tenders, it is a requirement, if applicable, to undertake the Integrated Impact Assessment, or any equivalent corporate assessment that may be required. It is the responsibility of the manager where the procurement activity is taking place to ensure that this is undertaken, and that the result of this exercise is uploaded to the council's electronic procurement system.
- 4.4.3 Above the Relevant Statutory Thresholds all requirements **must** be openly advertised on Sell2Wales (the S2W notice will automatically filter through to Find a Tender, Contracts Finder and there is no need to prepare and issue a separate notice on these systems) and the council's electronic procurement system with no exceptions (see CPR 4.9 for details).
- 4.4.4 At the time of inviting tenders, the documents detailed in CPR 3.1 should have been prepared and be accessible to view on the council's electronic procurement system.
- 4.4.5 The tenders must be received electronically using the council's approved 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 invitation to tender has elapsed.
- 4.4.6 All tenders received will be automatically "unlocked" and available for evaluation in the electronic system at the same time within one hour of the closing time and date prescribed in the invitation to tender.
- 4.4.7 Following evaluation of the submissions all bidders must be provided with an Assessment Summary and notified of the outcome of the tender process. Following evaluation of the submissions and acceptance of the tender on the electronic system, a purchase order **must** be sent via the Purchase-to-Pay (P2P) system or DCC equivalent (T1).

Contractual T&C's to be prepared, issued and signed by all parties.

## 4.5 Light-Touch Regime

### **(Section 9 of the Act and Schedule 1 of the Regulations)**

4.5.1 The light-touch regime (LTR) is a specific set of rules for certain contracts which include certain social, health, education and other public services, defined by Common Procurement Vocabulary (CPV) codes, and are subject to much more flexible procurement rules. The list of services to which LTR applies is set out in Schedule 1 of the Regulations (Annex A): this can be found in Appendix D of these CPRs. The procurement process for the LTR is described briefly below, but any officer undertaking procurement activity under this regime should do so in association with the Corporate Procurement Team and should always refer directly to the relevant sections of the Act and Regulations and any associated government guidance.

4.5.2 Below the threshold given in Appendix C CPRs 4.3.1 to 4.3.9 should be followed.

4.5.3 The Relevant Statutory Threshold values for "Light Touch" contracts are detailed in Appendix C. At and above the threshold level the mandatory requirements, in addition to CPR 4.6.2, are:

- i. Advertising – the publication of a Planned Procurement Notice Tender Notice (unless a direct award justification applies);
- ii. The publication of a Contract Award Notice following each individual procurement.
- iii. Compliance with the Procurement Objectives as set out in the Introduction of these CPRs;
- iv. Conduct the procurement in conformance with the information provided in the Tender Notice regarding any conditions for participation, time limits for contacting/responding to the authority, and the award procedure to be applied; and
- v. Time limits imposed by authorities on suppliers, such as responding to adverts or tenders, must be reasonable and proportionate.

The council has the flexibility to use any process or procedure when procuring under the Light Touch Regime, as long as it respects these obligations above. There is no requirement to use the standard procurement procedures (Competitive Tendering Procedures, Direct Award, Frameworks etc) that are available for other (non-Light Touch Regime) contracts. The council can use those procedures if helpful, or alternatively design its own procedure under the Competitive Flexible Procedure.

### 4.5.4 Time Periods

Section 54 of the Act provides for minimum time periods that must be provided for in Competitive Tendering Procedures. There are no set maximum time periods. The Council should in designing the procurement timetable, find an appropriate balance which gives suppliers sufficient time to prepare and takes in account, where relevant, matters such as:

- the nature and complexity of the contract,
- the need for site visits, physical inspections and other practical steps;
- the need for sub-contracting;
- the nature and complexity of any modification of the tender notice or any associated tender

documents; and

- the importance of avoiding unnecessary delay,

whilst always having regard to the Procurement Objectives.

In most cases, a participation period of at least 25 days must be given for suppliers to submit requests, the only exceptions to this are:

- where the contract is a Light Touch Contract – in those instances there is no minimum participation period; and
- where the council considers there to be a state of urgency meaning a 25-day participation period is impractical: the minimum participation period may be reduced to 10 days.

The timescales may vary depending on the procurement procedure being followed and whether a Planned Procurement Notice has been issued (see Notice Requirements) but are significant and **non-negotiable**. Officers conducting any procurement activity at this threshold **must** inform the Corporate Procurement Team at the earliest opportunity to ensure the prescribed time limits can be met.

#### 4.6. Notice & Information Requirements

The Council must publish the following notices/information to the market during a procurement: It is the responsibility of the procuring officer to publish required notices.

##### Pre-procurement phase:

1. Planned Procurement Notice
  - a. This is an **optional** notice, which if published should be published at least 40 days but not more than 12 months before the day on which the Tender Notice is published (a “**Qualifying Planned Procurement Notice**”).
  - b. The notice must set out that the council intends to publish a Tender Notice and the Information contained in Regulation 16 (Planned Procurement Notices) of the Regulations as amended from time to time.
  - c. If a Qualifying Planned Procurement Notice is published, the council may, at its discretion reduce the tendering period to a minimum of ten days instead of the standard twenty-five days.
  - d. This may be used when the council intends to notify the market of the establishment of a Dynamic Market, but the use of the Planned Procurement Notice will not, in cases of Dynamic Markets, reduce the tendering period for contracts awarded under the Dynamic Market as the standard minimum tendering period is already 10 days.
2. Preliminary Market Engagement Notice
  - a. This is **mandatory** for the council to publish if the council has carried out preliminary market engagement and must be published prior to the Tender Notice (otherwise the Tender Notice has to give reasons as to why this wasn't the case).
  - b. This is applicable to all routes of procurement including Dynamic Markets.
  - c. Officers should refer to Section 2 Procurement Planning – Guidance Note 1 – Preparation and Planning of these CPRs for more details on Preliminary Market Engagement Notices.
3. Pipeline Notice (see Guidance Note 1)
  - a. This is **only applicable** where the council considers that in the next financial year it will spend more than £100million on relevant contracts, i.e., contracts for the supply of goods, services or works, other than Exempted Contracts (see 2.8 for Exempted Contracts) or Dynamic Markets (see Guidance Note 2 for Dynamic Markets and Point 5 below for Dynamic Market Notices).
  - b. Officers should refer to Guidance Note 1 of these CPRs for more details on Pipeline Notices.

Award Phase:

4. Tender Notice

- a. This is **mandatory** whether the council is undertaking a Competitive Tendering Procedure or an award by reference to membership of a Dynamic Market.
- b. A Tender Notice formally initiates the procurement procedure and invites suppliers either to submit requests to participate or submit a tender.
- c. The content of the notice depends on whether or not the Open Procedure or Competitive Flexible Procedure is being used and/or whether there is an award under a Framework or Dynamic Market.
- d. When publishing a Tender Notice, the information requirements as set out Regulation 18 (Tender Notices: Open Procedure), Regulation 19 (Tender Notices: Competitive Flexible Procedure), Regulation 20 (Tender Notices: Frameworks), Regulation 21 (Tender Notices: Dynamic Markets except qualifying utilities dynamic markets), or Regulation 22 (Tender Notices: qualifying utilities Dynamic Markets) as relevant should be complied with.

5. Dynamic Market Notices

- a. There are various Dynamic Market Notices which must be published at different stages of the Dynamic Markets lifetime. Each Dynamic Market Notice must only cover one Dynamic Market.
- b. These Dynamic Market Notices are **mandatory**. As a Dynamic Market is not a public contract, the usual other notice requirements of the Act and Regulations do not apply (other than the mandatory Preliminary Market Engagement Notice (see Note 2 above) and optional Planned Procurement Notice (see Note 1 above)) when the council is establishing or modifying a Dynamic Market or when the Dynamic Market ceases to operate.
- c. The Dynamic Market Notices required to be published are as follows, and should include the information as set out in Regulation 25 (Dynamic Market Notices (including qualifying utilities dynamic market notices)):

The Dynamic Market Intention Notice

- i. this should be published prior to the council establishing a Dynamic Market; and
- ii. should include the following information:
  1. information about the goods, services, or works that may be procured under the Dynamic Market;
  2. information establishing how the Dynamic Market will operate and any technical requirements;
  3. conditions for membership of the Dynamic Market and how applications can be made to join the Dynamic Market;
  4. information about the charging of fees under the Dynamic Market; and
  5. identification of the contracting authorities who are permitted to use the Dynamic Market.

The Dynamic Market Establishment Notice

- iii. this should be published as soon as reasonably practicable after the Dynamic Market has been established; and
- iv. should include the following information:
  1. the date the Dynamic Market was established;
  2. details of the suppliers who have been admitted to the Dynamic Market; and
  3. where the Dynamic Market has been divided into parts, the part to which each supplier has been admitted.

The Dynamic Market Modification Notice

- v. if a Dynamic Market is modified, the council must publish this notice as soon as

- reasonably practicable after the Dynamic Market has been modified; and
- vi. should include the following information:
    - 1. the date from which the modification has effect;
    - 2. if the list of suppliers on the Dynamic Market is being amended, details of any suppliers being added or removed; and
    - 3. a sufficiently detailed summary explaining any other modifications being made.

The Dynamic Market Cessation Notice

- vii. after the Dynamic Market ceases to operate, the council should publish this notice as soon as reasonably practicable; and
- viii. should include basic administrative information as well as the date on which the Dynamic Market ceased to operate.

6. Transparency Notice

- a. This is a **mandatory** notice which must be published by the council when awarding a public contract via Direct Award under section 41 and Direct Award under section 43 of the Act.
- b. The Transparency Notice must set out that the council intends to award a contract directly, and include the information contained in Regulation 26 (Transparency Notices) of the Regulations as amended from time to time.

7. Contract Award Notice

- a. This is a mandatory notice which must be published by the council prior to the award of each public contract.
- b. If the council is carrying out a Competitive Tendering Procedure, it must first issue to each supplier who has had a tender response assessed, an Assessment Summary.
- c. The Contract Award Notice must set out that the council intends to enter into a contract, and include the information contained in Regulation 27 (Contract Award Notices except those published by private utilities) of the Regulations as amended from time to time.

8. Key Performance Indicators

- a. This does not apply to awards of Frameworks, Concession Contracts or Light Touch Contracts.
- b. The Council must set and publish at least three key performance indicators before entering into a public contract for more than £5million unless the council considers that key performance indicators are not appropriate to assess the supplier's performance.
- c. Officers should refer to [section xxx] of these CPRs for further details on the assessment of the key performance indicators.

9. Contract Details Notice

- a. This is a **mandatory** notice which must be published by the council each time a public contract is entered into.
- b. If the contract is a Light Touch Contract, this must be published before the end of the period of 120 days beginning with the day on which the contract is entered into.
- c. Otherwise, the notice must be published before the end of the period of 30 days beginning with the day on which the contract is entered into.
- d. The Contract Details Notice must set out that the council has entered into a contract, and include the information contained in Regulation 32 (Contract Details Notices: Open or Competitive Flexible Procedure), Regulation 33 (Contract Details Notices: Frameworks), Regulation 35 (Contract Details Notices: Direct Award) or Regulation 36 (Contracts Details Notices: Below-Threshold Contracts) of the Regulations (as applicable depending on the route the council has taken) as amended from time to time.

#### 10. Procurement Termination Notice

- a. If the council decides, after publishing a Tender Notice or Transparency Notice in respect of a public contract, not to award the public contract, then this is a **mandatory** notice which the council must publish as soon as reasonably practicable after making the decision.
- b. This must set out the information contained in Regulation 37 (Procurement Termination Notice) of the Regulations as amended from time to time.

#### 11. Below-Threshold Notice

- a. This is a **mandatory** notice which must be published prior to the advertisement of a below threshold contract opportunity.
- b. This must set out the information contained in Regulation 24 (Below Threshold Notices) of the Regulations as amended from time to time.

### Contract Management Phase

#### 12. Payments Compliance Notice

- a. This is a **mandatory** notice – the council must prepare and publish this within 30 days of the last day of a reporting period, where it has either made a payment under a public contract or a sum owed by it under the contract becomes payable.
- b. This must set out information about the council's compliance with the obligation to make payments under public contracts within 30 days of such payments falling due, as well as the details contained in Regulation 38 (Payments Compliance Notices) of the Regulations as amended from time to time.

#### 13. Information about Significant Payments

#### 14. Contract Performance Notice & Information

- a. It is mandatory for the council to regularly assess a supplier's performance against the key performance indicators set and to publish information relating to that assessment and in relation to any particular breaches of the contract or poor performance by the supplier.
- b. This publication of information should be contained in a Contract Performance Notice, it is **mandatory** for the council to publish these notices.

#### 15. Contract Change Notice

- a. Before the council modifies a public contract or a convertible contract, it is **mandatory** for it to publish this notice.
- b. The exceptions to the mandatory requirement to publish this notice include circumstances where the modification:
  - i. increases or decreases the contract value by up to 10 % for goods or services or up to 15% for works; or
  - ii. changes the contract term by 10% or less of the maximum term provided for on award.
- c. If the modification is permitted due to novation or assignment on corporate restructuring then these exceptions do not apply and the council must publish this notice regardless.
- d. This must detail the information as contained in Regulation 40 (Contract Change Notices) of the Regulations as amended from time to time.

#### 16. Copy of Modification

- a. Before the end of the period of 90 days beginning with the day on which the permissible modification is made, the Council is obligated to publish a copy of its contract as modified or the modification itself.

## 17. Contract Termination Notice

- a. This is a **mandatory** notice which the council must publish before the end of the period of 30 days beginning with the day on which the public contract is terminated.
- b. This must set out that the contract has been terminated and include the information as contained in Regulation 41 (Contract Termination Notices) of the Regulations as amended from time to time.

### 4.7 Electronic arrangements

- 4.7.1 Above the £24,000 threshold detailed in CPR 4.1 all requests for quotations and invitations to tender, along with all associated procurement documentation, must be issued via the council's approved electronic procurement system.
- 4.7.2 Above the £24,000 threshold detailed in CPR 4.1 all submissions from bidding organisations, including all supporting documentation, must be received via the council's approved electronic procurement system.
- 4.7.3 In some exceptional circumstances, and only by agreement between the Chief Officer/Head of Service where the procurement activity is taking place and the Corporate Procurement Team, hard copy quotations or tenders may be accepted. In this event the procedures detailed in CPR 4.8 below must be followed.

### 4.8 Hard copy arrangements

- 4.8.1 In the event that hard copy quotations or tenders are to be accepted (see CPR 4.7.3 above), these must be submitted, sealed, in the envelope provided with the procurement documents and addressed to a named officer within the service where the procurement activity is taking place. The submitted envelope should not have any mark that would reveal the bidding organisation's identity and should clearly marked "Quotation for...." followed by a description of the goods, services or works being procured.
- 4.8.2 The named officer (see CPR 4.8.1 above) is responsible for recording the time and date of receipt, and for the safe custody of the submissions until the specified bid opening time.
- 4.8.3 All hard copy quotations or tenders for the same contract will be opened at the same time within 24 hours of the official return time/date having passed. This opening should be undertaken in the presence of at least two officers of the council, one of whom **must** be an officer who has had no previous involvement in pre-tender enquiries, the invitation to tender or preparation of associated documentation. It is the responsibility of the manager of the team where the procurement activity is taking place to ensure this is the case.
- 4.8.4 The designated officers present at the opening shall record the following details of each submission:
  - i. The time and date for the receipt of the bids;
  - ii. The name of each bidder and the amount of each bid; and
  - iii. The date the bids were opened.

This record shall be signed by all officers present at the opening.

4.8.5 If a hard copy submission is opened in error prior to the specified bid opening time, no attempt shall be made to ascertain any contents of the bid or its origin, and the matter must be immediately reported to the Chief Officer/Head of Service where the procurement activity is taking place. The envelope shall be re-sealed and signed by the officer who opened the envelope and the Chief Officer/Head of Service. If the Chief Officer/Head of Service has reason to suspect a breach of confidentiality or irregularity has occurred, they shall report the matter immediately to the Corporate Procurement Team and internal audit.

## 4.9 Advertising

4.9.1 Where the opportunity is going to be advertised on Sell2Wales, there are two options:

- i. The Planned Procurement Notice alerts the market to future contracts, and should be placed on Sell2Wales, Find a Tender and Contracts Finder. The publication of a Planned Procurement Notice is optional but by publishing it is possible to take advantage of reduced time limits for submission of bids later in the process. If it is not used, then the council must explain why it was not used in the Tender Notice.
- ii. The Tender Notice which launches a specific procurement, and should be placed on Sell2Wales, Find a Tender, Contracts Finder and the council's electronic procurement system.

4.9.2 As per CPR 1.3.1, **all** advertisement in Sell2Wales Find a Tender and Contracts and **must** be published bilingually in Welsh and English, where functionality allows. The advertisement must state that quotations or tenders may be submitted in Welsh, and that a quotation or tender submitted in Welsh will be treated no less favourably than a quotation or tender submitted in English.

4.9.3 Adverts can also be placed in relevant trade journals or other suitable publications.



## SECTION 5 - EVALUATION & CONTRACT AWARD

### 5.1 Late submissions

- 5.1.1 There is a one hour “grace” period built into the electronic procurement system after the prescribed closing time/date to allow for any problems that may arise with suppliers uploading their submissions. Submissions received within this one-hour grace period can be accepted. The electronic procurement system will not accept any submissions after this “grace” period.

### 5.2 The evaluation process

- 5.2.1 Submitted quotations or tenders must be evaluated in accordance with the predetermined evaluation criteria (see [CPR 3.7](#)) and awarded on the basis of the submission that best meets these criteria. The criteria **must** be strictly observed and not altered or adjusted in any way.

### 5.3 Errors and omissions in submitted bids

- 5.3.1 As a general rule, no adjustment or qualification to any submitted bid is permitted, save for in the event of an error or omission which may, at the council’s absolute discretion, be addressed. Errors or omissions found during the evaluation process shall be dealt with in one of the following ways:
- i. Where there is an error of clerical or arithmetical transcription or computation which would affect the quotation or tender figure in an otherwise successful submission, the bidding organisation will be given details of such errors via the council’s electronic procurement system and shall be allowed the opportunity of correcting those errors and confirming the correct details.
  - ii. Where there are errors or omissions other than those detailed above which would affect the quotation or tender figure or other elements of the submission, the bidding organisation will be given details of such errors via the council’s electronic procurement system and shall be allowed the opportunity of correcting those errors or withdrawing its submission.
- 5.3.2 Any corrections must be submitted within a defined timescale of the notification to the bidder of the error or omission. Corrections received after this timescale will not be accepted and the submission considered withdrawn and not further evaluated. This must be clearly stated to the bidder at the time of notification of the error or omission.

### 5.4 Post-quotation/tender negotiations and clarification

- 5.4.1 Generally:
- i. No post-tender negotiations are permitted under an open procedure;
  - ii. In some instances, it may be acceptable to seek clarification from bidding organisations, but this should only happen in exceptional circumstances and following consultation with the Corporate Procurement Team; and

- iii. Negotiations are only permissible under a Competitive Flexible Procedure. This should always be undertaken under the supervision of a named officer from the Corporate Procurement Team.

5.4.2 Where procurements are at intermediate value or below (i.e. below the Relevant Statutory Thresholds as set out in Appendix C) the Chief Officer/Head of Service where the procurement activity is taking place may authorise negotiations, having first consulted with the Corporate Procurement Team, if he/she considers that it is in the council's interest to do so. Such actions must not distort competition, and the Procurement Objectives apply, therefore negotiations should be kept to a minimum. It is the head of service's responsibility to ensure a written record of all negotiations are kept as part on the contract file on the council's electronic procurement system.

## 5.5 Awarding the contract

5.5.1 No contract can be awarded without an approved, associated budget which is sufficient to meet the financial obligations of the contract over its lifetime.

5.5.2 Where the contract award is within the cost and quality parameters established at the earlier procurement strategy approval stage (see CPR 2.7), the award can be made by:

- i. By the manager of the team where the procurement activity will be taking place, providing they have authority to approve spend to the contract value. If they do not have authority to spend, then:
- ii. By the Chief Officer/Head of Service where the procurement activity is taking place, providing they have authority to approve spend to the contract value or that the procurement activity has prior authorisation under CPR 2.7.

5.5.3 For contracts of less than £300,000, where the contract award will be of greater cost than that which was approved at the procurement strategy stage (see CPR 2.7), the award can be made by the Chief Officer/Head of Service where the procurement activity is taking place, regardless of the percentage of increase but notwithstanding the responsibility to ensure and be able to demonstrate that value for money has been obtained.

5.5.4 For contracts of more than £300,000, where the contract award will be of greater cost than that which was approved under CPR 2.7 (regardless of the percentage of increase), award approvals must be undertaken in the following manner:

- i. **£300,001 to £1,200,000:** By agreement in writing from Chief Officer/Head of Service where the procurement activity is taking place, the Section 151 Officer, and the Monitoring Officer. Any of these individuals can refer the decision to Cabinet where they consider there are relevant issues pertaining to the contract award such that it should be considered as a key decision under the Cabinet Members scheme of delegation;
- ii. **£1,200,001 to £2,400,000:** by the relevant Cabinet Member through the scheme of delegation detailed in the Council's constitution, which will also require the agreement from the Chief Officer/Head of Service where the procurement activity is taking place, the Section 151 Officer, and the Monitoring Officer. The Cabinet Member, or any of the other offices detailed above, can refer the decision to Cabinet where they consider there are relevant issues pertaining to the contract award such that it should be considered as a key decision under the Cabinet Members scheme of delegation;
- iii. **£2,400.001 and over:** by Cabinet.

- 5.5.5 When awarding contracts on lowest price, award approvals must be made to the bidding organisation submitting the lowest price, unless the quote or tender is deemed to be an abnormally low bid which cannot be justified by the bidder to be sufficient to deliver the contract. In this circumstance it should be treated as an error and the procedure detailed in CPR 5.3 followed.
- 5.5.6 For all contracts over the £24,000 threshold an award approval report must be completed (available on request from the Corporate Procurement Team) and uploaded to the electronic procurement system. It is the responsibility of the Chief Officer/Head of Service where the procurement activity is taking place to ensure this happens.

## **5.6 Notifying candidates**

- 5.6.1 When a contract is awarded in line with CPR 5.5.4 ii and iii that decision is subject to the five day Cabinet call-in period. Bidders should not be notified until either this call-in period has elapsed or, in the event that the decision is called-in, the result of any review is known.
- 5.6.2 Where the contract value is less than the high value, Relevant Statutory Threshold, (at either quotation, pre-qualification or tender stage) he/she informs that supplier of the reasons for being unsuccessful and, if the supplier was unsuccessful at quotation/tender stage they must also be informed of the as well as the name of the bidder winning the contract.
- 5.6.3 Where the contract value is at high level (above the Relevant Statutory Threshold), prior to publishing the contract award notice, the Council must provide an 'assessment summary' to all bidders, which provides information to enable a relevant supplier to understand why its tender was either successful or unsuccessful. This Assessment Summary will need to be prepared by the lead evaluating officer for the tender and reviewed by Procurement prior to be issued to the supplier. Additionally, the relevant notices need to be published before and after entering into the contract. Officers should refer to 4.6 of these CPRs for further information on the publication of notices.
- 5.6.4 Where the procurement activity is at high level (above the Relevant Statutory Threshold), there must be a standstill period between communicating the award decision to all tenders and conclusion of the contract. This mandatory standstill period is 8 working days which begins on the day the Contract Award Notice is published.

A standstill period is not mandatory where the council awards a public contract in accordance with a Direct Award under section 41 and section 43 of the Act; contracts awarded under Frameworks or Dynamic Markets; and Light Touch Contracts. The Council may voluntarily enter into a standstill period, which should be for no less than 8 working days from the day on which the Contract Award Notice is published.

## **5.7 Contract award notice**

- 5.7.1 Where the contract has been advertised on Sell2Wales, Find a Tender and Contracts Finder, the council must subsequently publish a bilingual contract award notice, where enabled, on Sell2Wales, Find a Tender and Contracts Finder.
- 5.7.2 The Contract Award Notice should be actioned in accordance with the timescales set out in 4.6 of these CPRs. It is the responsibility of the manager of the team where the procurement activity is taking place to ensure this happens.

## **5.8 Letters of intent**

- 5.8.1 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 can only be issued by an officer of the council with the prior approval in writing of the Monitoring Officer.
- 5.8.2 In the case of works contracts, a letter of intent in a form approved by the Monitoring Officer is acceptable in order to allow work to commence, although the issue of a formal contract must follow without delay.

## **5.9 Bonds, Securities, Liquidated and other damages**

- 5.9.1 The manager where the procurement activity is taking place is responsible for ensuring that a risk assessment is undertaken to determine whether some form of performance bond or performance guarantee is required.
- 5.9.2 All contracts should include a provision for liquidated damages to be paid by the contractor in case the terms of the contract are not duly performed, save where the Monitoring Officer approves another type of remedy.

## **5.10 Parent Company Guarantee**

- 5.10.1 The manager where the procurement activity is taking place is responsible for seeking a Parent Company Guarantee where:
- i. A contractor is a subsidiary of a parent company; and/or
  - ii. The award is based on evaluation of the parent company; and/or
  - iii. There is some concern over the stability of the contractor.

## **5.11 Non-concluded terms and conditions**

- 5.11.1 Before any award of contract, it is the responsibility of the manager of the team where the procurement activity is taking place to ensure that the terms and conditions of the contract are fully agreed between the council and the successful bidder.
- 5.11.2 Where terms and conditions of contract are not fully agreed, no contractor shall be allowed to commence delivery of goods, services or works.
- 5.11.3 The council should under normal circumstances **never**:
- i. enter into a contract on the contractors own standard terms and conditions; or
  - ii. negotiate terms and conditions which are significantly different to those included or referred to at quotation or tender stage.

Any deviation from these principles can only be undertaken with the prior approval of the Monitoring Officer.

## **5.12 Contract documents (see also CPR 3.5)**

- 5.12.1 Where the procurement is up to a total value of £30,000 the use of a Purchase Order is an acceptable form of contract, which must make reference to the successful quotation and the council's terms and conditions of purchase. In some circumstances, particularly where there is a risk of contractual disputes, it may still be appropriate to have a signed contract in place.
- 5.12.2 Where the procurement is greater than £30,000, all contracts for goods, services and works must be concluded in writing using the appropriate standard contract, or other bespoke contract as approved by the Monitoring Officer, before the contract commences. In this circumstance there is still a requirement to also raise a purchase order.
- 5.12.3 Two copies of the contract will be sent to the successful tenderer to duly sign. After signing and returning both copies to the council, they will both be signed on behalf of the council. One copy will be scanned and placed on the contract file in the council's electronic procurement system, and the original retained by the relevant service area. The second copy will be returned to the successful tenderer for its retention. It is the responsibility of the manager where the procurement activity is taking place to ensure that the contracts are sent out, duly signed, returned and recorded on the electronic procurement system.
- 5.12.4 Contract documents, along with all associated related documents, must be retained for a minimum of six years from the contract end date and, if 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 further conditions with regard to retention of documents may apply and **must** be adhered to.
- 5.12.5 Emergency contracts awarded under CPRs 2.9.3 iii and 2.9.3 xv need not be in writing before commencement but must be confirmed in writing within four weeks. It is the responsibility of the manager where the procurement activity is taking place to ensure this is the case.

## **5.13 Contract signatures**

- 5.13.1 Contracts not under seal can be signed on behalf of the Council by:
- i. By the manager of the team where the procurement activity will be taking place, providing they have authority to approve spend to the estimated contract value. If they do not have authority to spend, then:
  - ii. By the Chief Officer/Head of Service where the procurement activity is taking place

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.

## **5.14 Sealing of contracts**

- 5.14.1 A contract must be sealed where:
- i. The council wishes to enforce the contract for more than six years after its end (e.g. for land or construction works); or

- ii. The price paid or received under the contract is a nominal price or there is no consideration and does not reflect the value of the goods or services; or
- iii. Where there is any doubt about the authority of the person signing for the other contracting party; or
- iv. Where it is required by law; or
- v. The total value of the goods, services or works exceeds £300,000.

5.14.2 Where contracts are completed by each side adding their common seal, the affixing must be attested by or on behalf of Legal Services. Legal Services are responsible for the process of sealing contracts on behalf of the Monitoring Officer.

**5.15 Sub-contracting notification**  
(see also CPR 3.6 and 6.4)

5.15.1 Main contractors must notify the council of the name, contact details and legal representatives of its sub-contractors in so far as known at the time. This should take place after the award of the contract or, at the very latest, when the performance of the contract commences.

5.15.2 The Council may verify whether there are grounds for exclusion of sub-contractors and must require the main contractor to replace a sub-contractor if there are mandatory grounds for exclusion and may require replacement (Section 28 of the Act).

5.15.3 Where the council requires sub-contracting, or where a supplier has indicated to the council that they intend to sub-contract, then the sub-contractor must meet the conditions of participation of the procurement, and the supplier must enter into a legally binding agreement with the proposed sub-contractor. If it doesn't, the council may choose not to enter into contract with the supplier, require them to enter into a sub-contracting arrangement with another supplier or terminate the contract if it has already been awarded. Where sub-contractors will be used, the contract should include a clause expressly requiring the main contractor to abide by the fair payment requirements and ensure sub-contractors receive payment within 30 days of presenting a valid invoice.

**5.16 Contracts Register**

5.16.1 The following contracts shall be recorded on a central contract register hosted on the council's approved electronic system:

- i. Applicable contracts over the value of £30,000 (intermediate value procurement and above)
- ii. all contracts **of any value** that need to be renewed

5.16.2 It is the responsibility of the Chief Officer/Head of Service to ensure that their staff comply with CPR 5.16.1 above, and that the information provided in relation to the contracts register includes as a minimum:

- i. The contractor;
- ii. The value of the contract;
- iii. The start and expiry date of the contract;
- iv. Details of whether the contract is a one-off or expected to be renewed
- v. Signed copy of the contract and signed contract award report uploaded to the record
- vi. Contract Risk Level (DCC only)

## SECTION 6 - CONTRACT MANAGEMENT

Officers should refer to 4.6 of these CPRs for more details on the notices and information which must be published at certain intervals of the contract lifecycle.

The Council has obligations to report on contract performance and contract termination and will need to have regard to the Procurement Objectives when making contract management decisions.

Before entering into a public contract, the council must set and publish at least three Key Performance Indicators before entering into a public contract for more than £5 million unless the contracting authority considers that Key Performance Indicators are not appropriate to assess the supplier's performance.

[This is not a requirement in relation to Light Touch Contracts, but Officers should comply with these requirements to ensure best practice.]

### 6.1 Managing contracts

6.1.1 All contracts **must** have a named contract manager for the entirety of the contract, and that this individual has sufficient capability and capacity (see [CPR 1.4](#) for guidance) to undertake this role effectively. It is the responsibility of the head of service where the procurement activity is taking place to ensure that this is the case.

6.1.2 All contract management activities should seek to ensure that the contract is delivered in compliance with the terms and conditions of the contract, and shall be undertaken via the council's electronic procurement system.

### 6.2 Risk assessment and contingency planning

6.2.1 It is the responsibility of the contract manager (see CPR 6.1.1) to ensure that a risk assessment is undertaken to determine whether a contract should be categorised as high, medium or low risk (different contract management arrangements will apply depending on the risk category of the contract).

6.2.2 It is the responsibility of the contract manager to ensure that for all contracts categorised as medium or high risk:

- i. A risk register is maintained throughout the contract period;
- ii. Risk assessments are undertaken regularly; and
- iii. For identified risks, appropriate and adequate contingency measures are in place

### 6.3 Contract performance

6.3.1 It is the responsibility of the contract manager (see CPR 6.1.1) to ensure that regular performance reviews are undertaken for contracts categorised as medium or high risk. Such reviews should be undertaken at regular intervals depending on the complexity and length of the contract and in line with applicable corporate policy/policies but **must** be undertaken at the end of each contract. The review should cover good and bad performance, complaints, issues and defects arising under the contract, and a record of all reviews must be kept on the contract file on the council's electronic procurement system. Where the council has published Key Performance Indicators, the contract manager should at least annually during the lifetime of the contract, assess the supplier's performance against the Key Performance Indicators and publish certain information in relation to that assessment. Officers should refer to 4.6 of these CPRs detailing the requirements around Contract Performance Notices.



- 6.3.2 For all contracts it is the responsibility of the contract manager to raise any incidents of poor performance or breach immediately with the supplier and seek rectification. In instances of particularly poor performance, or persistent poor performance, the Contract Manager can consider whether to recommend:
- i. early termination of the contract (see [CPR 6.6](#) and note the requirements of the Contract Termination Notice); or
  - ii. where the contract has been awarded under a Framework, suspension of the supplier from that Framework.
  - iii. Seek legal advice relating to contract

- 6.3.3 The contract manager must publish information about the supplier's non-performance or breach within 30 days beginning with the day on which this first applies to the contract, where either the supplier has: (a) breached the contract resulting in termination, award of damages or settlement agreement; and/or (b) poorly performed and has not improved performance despite the opportunity to do so.

#### **6.4 Change in sub-contractors (see also CPRs [3.6](#) and [5.15](#))**

- 6.4.1 Where sub-contractors are involved in the delivery of the contract in the course of the normal contract management arrangements the contract manager is required to check whether there has been any change in sub-contractors and record any changes in the electronic procurement system.

#### **6.5 Assignments and novation**

- 6.5.1 Any contracts subject to potential assignment and novation must be referred for legal advice..

#### **6.6 Termination of contract**

- 6.6.1 Contracts may be terminated in line with the terms and conditions of the contract. Authorisation levels for contract termination are set out in [CPR 6.8](#). In all cases a report must be provided and attached to the contract file on the council's electronic procurement system detailing the reasons for the termination. This is to be undertaken in liaison with Legal Services.
- 6.6.2 Where a contract has been terminated early, it is the responsibility of the contract manager to ensure that the corporate contracts register (see [CPR 5.16](#)) is updated accordingly. A Contract Termination Notice should also be published (see 4.6 of these CPRs for further information). This is to be undertaken in liaison with Legal Services.

#### **6.7 Contract Modifications**

Officers should refer to the transition requirements under the Act and Regulations when considering modification of a public contract. Contracts let and agreed prior to 24<sup>th</sup> February 2025 will continue to be governed by PCRs. In these circumstances the obligations as set out in the relevant legislation should be complied with including any notice requirements.

- 6.7.1 For any Public Contract procured under the Procurement Act 2023 they may only be varied without a new procurement procedure where:
- i. the modification is a 'permitted modification' under Schedule 8 (Permitted Contract Modifications) of the Act; (insert link to list above)
  - ii. the modification is not a 'substantial modification' (i.e., one which may:
    - Increase or decrease the term of the contract by more than 10%;
    - materially change the contract scope (that is, provide for services, works or goods not already provided for under the contract); or
    - materially changes the economic balance of the contract in favour of the supplier.
    - Officer to seek procurement team for further advice if needed
  - iii. the modification is a 'below-threshold modification', i.e., one which permits certain low value variations, this change is permitted where all of the following criteria are satisfied:
    - the value of the contract is not increased or decreased by more than 10% (for services or goods), or 15% for works;
    - the modification does not meet the criteria for a permitted modification or non-substantial modification (under section 74(1)(a) and section 74(1)(b) of the Act);
    - the modification does not materially alter the scope of the contract (that is, provide for goods, works or services not originally provided for); and
    - the aggregated value of the below-threshold modification is below the relevant financial threshold for the type of contract. The council will need to determine the value of any below-threshold modifications cumulatively throughout the term to ensure that their total value falls below the relevant financial threshold.
  - iv. the contract is a Light Touch Contract.

For any above or below threshold contract where the modification is deemed 'substantial' a Contract Variation/Modification Report must be completed and submitted to Corporate Procurement/Legal Services for relevant advice and the Report must be signed in full by all authoring Officers prior to progressing with any modifications/variations

- 6.7.2 In these circumstances, the contract variation shall be authorised by the Contract Manager, provided that the variation cost can be met within budget. Such variation shall be entered on the electronic procurement system and the Contracts Register, and an amendment made to the original Purchase Order. Note that substantial contract variations shall be subject to the authorisation requirements detailed in CPR 6.8.1.
- 6.7.3 In all cases of contract modification, and **prior to the modification being entered into**, the council should ensure it publishes a Contract Change Notice for each modification. Officers should refer to 4.6 of these CPRs for more information on publishing this notice.
- 6.7.4 Any decision to extend the contract period (term) may only be made before the original expiry date, where it is in accordance with the terms and conditions of the original contract.
- 6.7.5 In all cases of contract variation, careful consideration must be made of the impact of the increased value of the contract on the Relevant Statutory Threshold levels, particularly whether the increase in value will move a contract from intermediate, below threshold value into high value. In this circumstance the variation or extension should not normally be granted.

## **6.8 Authority to decide contract terminations and substantial variations**

6.8.1 Every contract termination or substantial variation must be authorised in writing and issued before the termination or variation is actioned. Authorisation levels are as follows:

- i. **Up to £300,000:** By the manager of the team where the procurement activity is taking place, providing they have authority to approve spend to the estimated contract value. If they do not have authority to spend then by the Chief Officer/Head of Service where the procurement activity is taking place;
- ii. **£300,001 to £1,200,000:** By agreement in writing from Chief Officer/Head of Service where the procurement activity is taking place, the Section 151 Officer, and the Monitoring Officer. Any of these individuals can refer the decision to Cabinet where they consider there are relevant issues pertaining to the contract variation such that it should be considered as a key decision under the Cabinet Members scheme of delegation;
- iii. **£1,200,001 to £2,400,000:** by the relevant Cabinet Member through the scheme of delegation detailed in the Council's constitution, which will also require the agreement from the Chief Officer/Head of Service where the procurement activity is taking place, the Section 151 Officer, and the Monitoring Officer. The Cabinet Member, or any of the other offices detailed above, can refer the decision to Cabinet where they consider there are relevant issues pertaining to the contract variation such that it should be considered as a key decision under the Cabinet Members scheme of delegation;
- iv. **£2,400.001 and over:** by Cabinet.

Contract values should be based on the cumulative total (i.e. including any previous modifications) and in all cases, a report must be provided and attached to the contract file on the council's electronic procurement system detailing the reasons for the variation or extension, as well as the relevant notice requirements complied with. With reference to PCRs or Procurement Act 2023.

## **6.9 Contract end**

6.9.1 At an appropriate point, but generally at least six months prior to the contract end date, the contract manager should review whether or not the contract needs to be renewed, either in its current or an amended form. This should involve consideration of the contract management information collected throughout the life of the contract, which should help inform whether, or how, the requirement may be delivered in future.

6.9.2 If there is no further requirement for the contract, the existing contract may be allowed to lapse. However, some contracts may require more active decommissioning, for example where it involves disposal or reallocation of resources or where consultation is required. It is the responsibility of the contract manager to ensure that contract is appropriately decommissioned and that sufficient time is allowed to do this.

6.9.3 If there is an ongoing requirement beyond the end of the existing contract, the contract manager is required to:

- i. consider whether there is an alternative approach to delivering the outcome without the need for the council to spend at all, or at least to reduce the spend;
- ii. have due consideration of our duties under the Well-Being of Future Generations (Wales) Act 2015 to take into account the impact of any decisions we make; and

- iii. have due regard to the impact a renewed contract or approach may have on local economic prosperity.

6.9.4 If the contract is to be renewed, in its existing or amended form, then the contract manager (or other officer as directed by management) shall commence the planning process as set out in Section 2 of these CPR's. the relevant notice and information requirements should be complied with (see 4.6 of these CPRs for more information).

## Glossary of Terms

<b>Term</b>	<b>Definition</b>
Act	Procurement Act 2023
Below Threshold Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder, notifying the opportunity for a below threshold contract. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
CCR	Concession Contracts Regulations 2016
Chief Officer	Chief Officer of the relevant Council Service Area
Code of conduct	The Code regulating the conduct of officers and members as set out in the Constitution
Concession Contract	A contract for a concession as defined under Regulation 3 of the CCR.
Contract	An agreement for the supply of goods, or services, or concessions or the execution of works
Contract Award Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Contract Change Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Contract File	A record of all matters relating to the contract
Contract Notice	Formal advert placed on Sell2Wales, Find a Tender, and Contracts Finder notifying potential suppliers about a contract opportunity
Contract Termination Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder, notifying the termination of a contract. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Contracting Authority	A defined term in the Act, meaning a public body that is subject to the procurement regime
Contractor	A supplier of goods or services or concessions or works to the Council

Contracts register	all contracts over the value of £30,000 shall be recorded on a central contract register hosted on the council's approved electronic system
CPRs	These Contract Procedure Rules
Day	A calendar day unless otherwise specified
Direct Award	means the direct award of a public contract in accordance with sections 41, 42 or 43 of the Act.
Direct Award Justifications	means the justifications for directly awarding a public contract in accordance with section 41 and Schedule 5 of the Act.
Dynamic Markets Notices	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Dynamic Market Intention Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Dynamic Market Establishment Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Dynamic Market Modification Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Dynamic Market Cessation Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Dynamic Purchasing System	An electronic procurement method as defined under the Regulation 34 of the PCR, which has replaced by Dynamic Markets under the Act.
DSPCR	Defence and Security Public Contracts Regulations 2011
Electronic procurement	The procurement of all goods, services and works conducted using the council's approved electronic system
Excludable Suppliers	means those suppliers which are excludable in accordance with section 57(2) of the Act.
Excluded Suppliers	means those suppliers which are excluded in accordance with section 57(1) of the Act.

Exempt Contracts	Refers to contracts which are out of scope of the CPRS. For more information on exempt contracts, officers should refer to 2.8 of these CPRs.
Exempt Legal Services	the exempt legal services as provided for in section 14 of the Act.
Framework	an agreement established under the Act and more particularly described in Section 2 of these CPRs.
Framework Agreement	An agreement under the PCR 2015 which allows an officer to call off or undertake a mini competition to provide goods, services or works in accordance with the terms of the agreement. The Framework Agreement usually constitutes a non-binding offer with no obligations to call off from the contractor. If the Council calls off from the contractor a binding contract comes into being.
Goods	Items that are tangible in nature i.e. they are of physical property
Head of Service	Head officer of the relevant Service area.
High Value Procurement	Procurement of goods, services and works where the value is at or above the Relevant Statutory Thresholds as detailed in Appendix C of these CPRs
Intermediate Value Procurement	Procurement of goods, services and works where the value is between £30,001 and the Relevant Statutory Thresholds as detailed in Appendix C of these CPRs
Invitation To Tender	Invitation to tender documents in the form required by these CPRs
Light Touch Regime	A specific set of rules for certain contracts that tend to be of lower interest to cross-border competition. These rules can only be used in conjunction with services listed in Schedule 1 of the Regulations
Low Value Procurement	Procurement of goods, services and works where the value is between £10,001 and £30,000
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
PCR 2015	Public Contracts Regulations 2015

Payments Compliance Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Pipeline Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Preliminary Market Engagement Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Procurement	The process by which the council manages the acquisition of all its goods, services and works of all sorts
Procurement Objectives	Objectives of Procurement Contracts as set out in Section 12 of the Act. For information on these objectives, officers should refer to the Introduction of these CPRs.
Procurement Termination Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
PSR	the Health Services (Provider Selection Regime) (Wales) Regulations 2024
Public Service Mutual	an organisation as defined in section 33(5) of the Act.
Purchase order	An electronic order raised and authorised via the Council Proactis P2P system (FCC only)
Qualification System	A system of qualification which may be used when procuring utilities contracts as defined by Regulation 77 of the UCR.
Qualifying Planned Procurement Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Quotation	A quotation of price and any other relevant matter made without the formal issue of an invitation to tender
Regulations	Procurement (Wales) Regulations 2024/782
Relevant Statutory Thresholds	the thresholds as set out in Appendix C to these CPRs and Schedule 1 (Threshold Amounts) of the Act as amended and updated from time to time



RFQ	A formal Request for Quotation. For information on this request, officers should refer to section 4 of these CPRs.
Section 151 Officer	The officer designated by the Council as its Statutory Section 151 Officer as required under Section 151 of the Local Government Act 1972
Services	Intangible commodities i.e. they are non-physical in nature
Statutory Procurement Obligations	The legislation governing the procurement of contracts by Contracting Authorities
Supported Employment Provider	as defined in section 32(4) of the Act.
Tender	A Contractor's formal proposal submitted in response to an invitation to tender
Tender Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
Transparency Notice	Formal notice placed on Sell2Wales, Find a Tender, and Contracts Finder. For information on details for inclusion on this notice, officers should refer to 4.6 of these CPRs.
UCR	Utilities Contracts Regulations 2016
User Choice Contracts	means contracts as defined in paragraph 16 of Schedule 5 (Direct Award: User Choice Contracts) of the Act.
Value for money	The optimum combination of whole life costs, quality and benefits to meet the Council's requirement. Such term equates to the requirement of the MAT.
Working day	Any day other than a Saturday or a Sunday or a day which is a bank or a public holiday throughout Wales
Works	Activities listed in Schedule 3 of the Procurement (Wales) Regulations 2024
WPPS	Welsh Procurement Policy Statement

Roles and Responsibilities of Officers

Officer	Duty	C.P.R.
<b>Built Environment Team / Manager</b>	Property and works related procurement	<u>1.8.1 (ii)</u>
<b>Cabinet / Cabinet Portfolio Holder</b>	Authority to decide procurement strategy and invite competitive bids	<u>2.7.2</u>
	Authority to approve exceptions from part or all of the CPRs	<u>2.11.1</u>
		<u>2.11.3</u>
	Contract award approvals	<u>5.5.4</u>
Authority to decide contract terminations, variations and extensions	<u>6.8.1</u>	
<b>Contract Managers</b>	Monitoring the delivery of community benefits	<u>2.4.5</u>
	All contracts must have a named Contract Manager	<u>6.1.1</u>
	Ensure that all risks are recorded, monitored and have appropriate measures in place	<u>6.2</u>
	Ensure that regular performance reviews are undertaken	<u>6.3.1</u>
	Raise any incidents of poor performance immediately with the contractor and seek rectification	<u>6.3.2</u>
	Ensure that the Welsh Government's Community Benefit Toolkit is duly completed and submitted as required	<u>6.3.3</u>
	Issue the contractor with a feedback form at the end of each contract	<u>6.3.4</u>
	Check for and record any changes to sub-contractors involved with the delivery of a contract	<u>6.4.1</u>
	Ensure that the corporate contracts register (see CPR 4.1) is updated where a contract has been terminated early	<u>6.6.2</u>
	Actions required around contract end	<u>6.9</u>
<b>Corporate Procurement Team</b>	Guidance and clarification of over-riding principles	<u>1.1.7</u>
	Receive notifications of officers' requirements to use the ePortal and register officers on the system	<u>1.11.2</u>
	Amendments to the Appendices of the CPRs	<u>1.12.2</u>
	Provide advice and guidance on Framework Agreements and the use there of.	<u>2.1.1</u>
		<u>2.1.2</u>
		<u>2.1.3</u>
		<u>2.1.5</u>
		<u>2.2.2</u>
		<u>2.4.3</u>
	Review completed Commissioning forms	<u>2.5.2</u>
		<u>2.5.3</u>
		<u>2.5.4</u>
	Advice on the most appropriate procurement procedure	<u>GN4</u>
Advice on commissioning a Direct Award	<u>2.9.3 (ii)</u>	
	<u>3.1.1</u>	
	Use of standard forms and templates	<u>3.1.1</u>

	Demonstration of value for money on buying below £10,000 threshold	<u>4.1.1</u>
	Exceptions to electronic tendering to allow hard copy submissions	<u>4.7.3</u>
	Opening of hard copy submissions	<u>4.8.5</u>
	Post quotation/tender negotiations	<u>5.4.2</u>
	Awarding contracts	<u>5.5.2 (ii)</u>
		<u>5.5.3</u>
		<u>5.5.4 (i) (ii)</u>
		<u>5.5.6</u>
	Signing of contracts not under seal	<u>5.13.1 (ii)</u>
	Recording of contracts on the Contracts Register	<u>5.16.2</u>
	Establishing a named contract manager	<u>6.1.1</u>
	Authority to decide contract terminations, variations and extensions	<u>6.8.1</u>
<b>Legal Services</b>	Bespoke contract terms and conditions	<u>3.5.1 (iv)</u>
	Affixation of Council seal to contracts where appropriate	<u>5.14.2</u>
	External legal advice on above threshold exceptions and variations, advice on terms and conditions when using local authority standard terms or model form contract (e.g. JCT or NEC) and support in call off terms and conditions.	
<b>Monitoring Officer</b>	Declaration and recording of conflicts of interests by Members and employees	<u>1.6.3</u>
	Land contracts and appointment of developers	<u>1.10.2</u>
	Amendments to the Appendices of the CPRs	<u>1.12.2</u>
	Authority to decide procurement strategy and invite competitive bids	<u>2.7.2 (ii)</u>
	Authority to approve exceptions from part or all of the CPRs	<u>2.11.1 (iii)</u>
	Awarding contracts greater than £25,000 where the value of the award is greater than at approval stage	<u>5.5.4 (ii)</u>
	Letters of intent	<u>5.8.1</u>
		<u>5.8.2</u>
	Approval of alternative remedies to liquidated damages when contract terms are not duly performed by the contractor	<u>5.9.2</u>
	Non-concluded terms and conditions	<u>5.11.3</u>
	Approval of bespoke contract documents	<u>5.12.2</u>
	Sealing of contracts	<u>5.14.2</u>
	Assignments and novation of contracts	<u>6.5.1</u>
	Authority to decide contract terminations, variations and extensions	<u>6.8.1 (iii)</u>
<b>Section 151 Officer</b>	Authority to decide procurement strategy and invite competitive bids	<u>2.7.2 (ii)</u>
	Authority to approve exceptions from part or all of the CPRs	<u>2.11.1 (iii)</u>
	Exceptions to MAT selection criteria	<u>3.7.3</u>

	that is a concession contract	
3	Defence and security contract not within row 1, 2, or 8	£426,955
4	Utilities contract that is a works contract	£5,336,937
5	Utilities contract that is a light touch contract	£884,720
6	Utilities contract not within row 3, 4, or 5	£426,955
7	Light touch contract that is a concession contract	£5,336,937
8	Light touch contract not within row 5 or 7	£663,540
9	Concession contract not within row 2, 6, or 7	£5,336,937
10	Works contract not within row 1, 4 or 9	£5,336,937
11	Contract for the supply of goods, services or works to a central government authority not within any other row	£138,760
12	Contract for the supply of goods, services or works to a sub-central government authority not within any other row	£213,477

## List of services covered by the Light Touch Regime

**Schedule 1 of the Procurement (Wales)  
Regulations 2024  
Light Touch Services**

CPV code (1)	Service (2)	Reservable (3)
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**Health, social and related services**

75231200	Services related to the detention or rehabilitation of criminals	
75231240	Probation services	
79611000	Job search services	
79622000	Supply services of domestic help personnel	R
79624000	Supply services of nursing personnel	R
79625000	Supply services of medical personnel	R
85000000	Health and social work services	R
85100000	Health services	R
85110000	Hospital and related services	R
85111000	Hospital services	R
85111100	Surgical hospital services	R
85111200	Medical hospital services	R
85111300	Gynaecological hospital services	R
85111310	In vitro fertilisation services	R
85111320	Obstetrical hospital services	R
85111400	Rehabilitation hospital services	R
85111500	Psychiatric hospital services	R
85111600	Orthotic services	R
85111700	Oxygen-therapy services	R
85111800	Pathology services	R
85111810	Blood analysis services	R
85111820	Bacteriological analysis services	R

85111900	Hospital dialysis services	R
85112000	Hospital support services	R
85112100	Hospital-bedding services	R
85112200	Outpatient care services	R
85120000	Medical practice and related services	R
85121000	Medical practice services	R
85121100	General-practitioner services	R
85121200	Medical specialist services	R
85121210	Gynaecological or obstetric services	R
85121220	Nephrology or nervous system specialist services	R
85121230	Cardiology services or pulmonary specialists services	R
85121231	Cardiology services	R
85121232	Pulmonary specialists services	R
85121240	ENT or audiologist services	R
85121250	Gastroenterologist and geriatric services	R
85121251	Gastroenterologist services	R
85121252	Geriatric services	R
85121270	Psychiatrist or psychologist services	R
85121271	Home for the psychologically disturbed services	R
85121280	Ophthalmologist, dermatology or orthopedics services	R
85121281	Ophthalmologist services	R
85121282	Dermatology services	R
85121283	Orthopaedic services	R
85121290	Paediatric or urologist services	R
85121291	Paediatric services	R
85121292	Urologist services	R
85121300	Surgical specialist services	R
85130000	Dental practice and related services	R
85131000	Dental-practice services	R
85131100	Orthodontic services	R
85131110	Orthodontic-surgery services	R
85140000	Miscellaneous health services	R

85141000	Services provided by medical personnel	R
85141100	Services provided by midwives	R
85141200	Services provided by nurses	R
85141210	Home medical treatment services	R
85141211	Dialysis home medical treatment services	R
85141220	Advisory services provided by nurses	R
85142000	Paramedical services	R
85142100	Physiotherapy services	R
85142200	Homeopathic services	R
85142300	Hygiene services	R
85142400	Home delivery of incontinence products	R
85143000	Ambulance services	R
85144000	Residential health facilities services	R
85144100	Residential nursing care services	R
85145000	Services provided by medical laboratories	R
85146000	Services provided by blood banks	R
85146100	Services provided by sperm banks	R
85146200	Services provided by transplant organ banks	R
85147000	Company health services	R
85148000	Medical analysis services	R
85149000	Pharmacy services	R
85150000	Medical imaging services	R
85160000	Optician services	R
85170000	Acupuncture and chiropractor services	R
85171000	Acupuncture services	R
85172000	Chiropractor services	R
85200000	Veterinary services	R
85210000	Domestic animal nurseries	R
85300000	Social work and related services	R
85310000	Social work services	R
85311000	Social work services with accommodation	R
85311100	Welfare services for the elderly	R

85311200	Welfare services for disabled people	R
85311300	Welfare services for children and young people	R
85312000	Social work services without accommodation	R
85312100	Daycare services	R
85312110	Child daycare services	R
85312120	Daycare services for disabled children and young people	R
85312200	Home delivery of provisions	R
85312300	Guidance and counselling services	R
85312310	Guidance services	R
85312320	Counselling services	R
85312330	Family-planning services	R
85312400	Welfare services not delivered through residential institutions	R
85312500	Rehabilitation services	R
85312510	Vocational rehabilitation services	R
85320000	Social services	R
85321000	Administrative social services	R
85322000	Community action programme	R
85323000	Community health services	R
98133000	Services furnished by social membership organisations	R
98133100	Civic betterment and community facility support services	R
98200000	Equal opportunities consultancy services	
98500000	Private households with employed persons	
98513000	Manpower services for households	
98513100	Agency staff services for households	
98513200	Clerical staff services for households	
98513300	Temporary staff for households	
98513310	Home-help services	
98514000	Domestic services	
<i>Administrative social, educational, healthcare and cultural services</i>		
75000000	Administration, defence and social security services	
75121000	Administrative educational services	R
75122000	Administrative healthcare services	R



75124000	Administrative recreational, cultural and religious services	
79950000	Exhibition, fair and congress organisation services	
79951000	Seminar organisation services	
79952000	Event services	
79952100	Cultural event organisation services	
79953000	Festival organisation services	
79954000	Party organisation services	
79955000	Fashion shows organisation services	
79956000	Fair and exhibition organisation services	
79995000	Library management services	
79995100	Archiving services	
79995200	Cataloguing services	
80000000	Education and training services	
80100000	Primary education services	
80110000	Pre-school education services	R
80200000	Secondary education services	
80210000	Technical and vocational secondary education services	
80211000	Technical secondary education services	
80212000	Vocational secondary education services	
80300000	Higher education services	R
80310000	Youth education services	R
80320000	Medical education services	R
80330000	Safety education services	R
80340000	Special education services	R
80400000	Adult and other education services	
80410000	Various school services	
80411000	Driving-school services	
80411100	Driving-test services	
80411200	Driving lessons	
80412000	Flying-school services	
80413000	Sailing-school services	
80414000	Diving-school services	

80415000	Ski-training services	
80420000	E-learning services	R
80430000	Adult-education services at university level	R
80490000	Operation of an educational centre	
80500000	Training services	
80510000	Specialist training services	
80511000	Staff training services	R
80512000	Dog training services	
80513000	Horse riding school services	
80520000	Training facilities	R
80521000	Training programme services	R
80522000	Training seminars	R
80530000	Vocational training services	
80531000	Industrial and technical training services	
80531100	Industrial training services	
80531200	Technical training services	
80532000	Management training services	
80533000	Computer-user familiarisation and training services	
80533100	Computer training services	
80533200	Computer courses	
80540000	Environmental training services	
80550000	Safety training services	
80560000	Health and first-aid training services	
80561000	Health training services	
80562000	First-aid training services	
80570000	Personal development training services	
80580000	Provision of language courses	
80590000	Tutorial services	R
80610000	Training and simulation in security equipment	
80620000	Training and simulation in firearms and ammunition	
92000000	Recreational, cultural and sporting services	
92100000	Motion picture and video services	

92110000	Motion picture and video tape production and related services
92111000	Motion picture and video production services
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92111100	Training-film and video-tape production
92111200	Advertising, propaganda and information film and video-tape production
92111210	Advertising film production
92111220	Advertising video-tape production
92111230	Propaganda film production
92111240	Propaganda video-tape production
92111250	Information film production
92111260	Information video-tape production
92111300	Entertainment film and video-tape production
92111310	Entertainment film production
92111320	Entertainment video-tape production
92112000	Services in connection with motion-picture and video-tape production
92120000	Motion-picture or video-tape distribution services
92121000	Video-tape distribution services
92122000	Motion picture distribution services
92130000	Motion picture projection services
92140000	Video-tape projection services
92200000	Radio and television services
92210000	Radio services
92211000	Radio production services
92213000	Small scale radio systems services
92214000	Radio studio or equipment services
92215000	General Mobile Radio Services (GMRS)
92220000	Television services
92221000	Television production services
92222000	Closed circuit television services
92224000	Digital television
92225000	Interactive television
92225100	Film-on-demand television
92226000	Teleprogramming

92230000	Radio and television cable services
92231000	International bilateral services and international private leased lines
92232000	Cable TV
92300000	Entertainment services
92310000	Artistic and literary creation and interpretation services
92311000	Works of art
92312000	Artistic services
92312100	Theatrical producers', singer groups', bands' and orchestras' entertainment services
92312110	Theatrical producer entertainment services
92312120	Singer group entertainment services
92312130	Band entertainment services
92312140	Orchestral entertainment services
92312200	Services provided by authors, composers, sculptors, entertainers and other individual artists
92312210	Services provided by authors
92312211	Writing agency services
92312212	Services related to the preparation of training manuals
92312213	Technical author services
92312220	Services provided by composers
92312230	Services provided by sculptors
92312240	Services provided by entertainers
92312250	Services provided by individual artists
92312251	Disk-jockey services
92320000	Arts-facility operation services
92330000	Recreational-area services
92331000	Fair and amusement park services
92331100	Fair services
92331200	Amusement park services
92331210	Children animation services
92332000	Beach services
92340000	Dance and performance entertainment services
92341000	Circus services

92342000	Dance-instruction services	
92342100	Ballroom dance-instruction services	
92342200	Discotheque dance-instruction services	
92350000	Gambling and betting services	
92351000	Gambling services	
92351100	Lottery operating services	
92351200	Casino operating services	
92352000	Betting services	
92352100	Totalisator operating services	
92352200	Bookmaking services	
92360000	Pyrotechnic services	
92370000	Sound technician	
92400000	News-agency services	
92500000	Library, archives, museums and other cultural services	R
92510000	Library and archive services	R
92511000	Library services	R
92512000	Archive services	R
92512100	Archive destruction services	R
92520000	Museum services and preservation services of historical sites and buildings	R
92521000	Museum services	R
92521100	Museum-exhibition services	R
92521200	Preservation services of exhibits and specimens	R
92521210	Preservation services of exhibits	R
92521220	Preservation services of specimens	R
92522000	Preservation services of historical sites and buildings	R
92522100	Preservation services of historical sites	R
92522200	Preservation services of historical buildings	R
92530000	Botanical and zoological garden services and nature reserve services	R
92531000	Botanical garden services	R
92532000	Zoological garden services	R
92533000	Nature reserve services	R
92534000	Wildlife preservation services	R

92600000	Sporting services	R
92610000	Sports facilities operation services	R
92620000	Sport-related services	R
92621000	Sports-event promotion services	R
92622000	Sports-event organisation services	R
92700000	Cybercafé services	

**Compulsory social security services**

75300000 Compulsory social security services

*Benefit services*

75310000	Benefit services	
75311000	Sickness benefits	
75312000	Maternity benefits	
75313000	Disability benefits	
75313100	Temporary disablement benefits	
75314000	Unemployment compensation benefits	
75320000	Government employee pension schemes	
75330000	Family allowances	
75340000	Child allowances	

**Other community, social and personal services including services furnished by trade unions, political organisations, youth associations and other membership organisations services**

98000000	Other community, social and personal services	
98120000	Services furnished by trade unions	
98130000	Miscellaneous membership organisations services	
98132000	Services furnished by political organisations	
98133110	Services provided by youth associations	R
<b><i>Religious services</i></b>		
98131000	Religious services	

**Hotel and restaurant services**

55100000	Hotel services	
55110000	Hotel accommodation services	
55120000	Hotel meeting and conference services	
55130000	Other hotel services	

55200000	Camping sites and other non-hotel accommodation	
55210000	Youth hostel services	
55220000	Camping-site services	
55221000	Caravan-site services	
55240000	Holiday centre and holiday home services	
55241000	Holiday centre services	
55242000	Holiday home services	
55243000	Children's holiday-camp services	
55250000	Letting services of short stay-stay furnished accommodation	
55260000	Sleeping-car services	
55270000	Services provided by bed and breakfast establishments	
55300000	Restaurant and food-serving services	
55310000	Restaurant waiter services	
55311000	Restricted-clientele restaurant waiter services	
55312000	Unrestricted-clientele restaurant waiter services	
55320000	Meal-serving services	
55321000	Meal-preparation services	
55322000	Meal-cooking services	
55330000	Cafeteria services	
55400000	Beverage-serving services	
55410000	Bar management services	
55510000	Canteen services	
55511000	Canteen and other restricted-clientele cafeteria services	
55512000	Canteen management services	
55520000	Catering services	
55521000	Catering services for private households	
55521100	Meals-on-wheels services	
55521200	Meal delivery service	
55522000	Catering services for transport enterprises	
55523000	Catering services for other enterprises or other institutions	

55523100	School-meal services	
55524000	School catering services	

**Legal services, to the extent not included by paragraph 14 of Schedule 2 to the 2023 Act**

75231100	Law-courts-related administrative services	
79100000	Legal services	
79110000	Legal advisory and representation services	
79111000	Legal advisory services	
79112000	Legal representation services	
79112100	Stakeholders representation services	
79120000	Patent and copyright consultancy services	
79121000	Copyright consultancy services	
79121100	Software copyright consultancy services	
79130000	Legal documentation and certification services	
79131000	Documentation services	
79132000	Certification services	
79132100	Electronic signature certification services	
79140000	Legal advisory and information services	

**Other administrative services and government services**

75100000	Administration services	
75110000	General public services	
75111000	Executive and legislative services	
75111100	Executive services	
75111200	Legislative services	
75112000	Administrative services for business operations	
75112100	Administrative development project services	
75120000	Administrative services of agencies	
75123000	Administrative housing services	R
75125000	Administrative services related to tourism affairs	
75130000	Supporting services for the government	
75131000	Government services	

**Provision of services to the community**

75200000	Provision of services to the community	
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75210000	Foreign affairs and other services
75211000	Foreign-affairs services
75211100	Diplomatic services
75211110	Consular services
75211200	Foreign economic-aid-related services
75222000	Civil defence services
75230000	Justice services
75231000	Judicial services

**Prison related services, public security and rescue services to the extent not excluded by paragraph 20 of Schedule 2 to the 2023 Act**

75231210	Imprisonment services
75231220	Prisoner-escort services
75231230	Prison services
75240000	Public security, law and order services
75241000	Public security services
75241100	Police services
75242000	Public law and order services
75242100	Public-order services
75242110	Bailiff services
75250000	Fire-brigade and rescue services
75251000	Fire-brigade services
75251100	Firefighting services
75251110	Fire-prevention services
75251120	Forest-firefighting services
75252000	Rescue services
79430000	Crisis management services
98113100	Nuclear safety services

**Investigation and security services**

79700000	Investigation and security services
79710000	Security services
79711000	Alarm-monitoring services
79713000	Guard services

79714000 Surveillance services  
79714100 Tracing system services  
79714110 Absconder-tracing services  
79715000 Patrol services  
79716000 Identification badge release services  
79720000 Investigation services  
79721000 Detective agency services  
79722000 Graphology services  
79723000 Waste analysis services

*International services*

98900000 Services provided by extra-territorial organisations and bodies  
98910000 Services specific to international organisations and bodies

*Postal services*

64000000 Postal and telecommunications services  
64100000 Post and courier services  
64110000 Postal services  
64111000 Postal services related to newspapers and periodicals  
64112000 Postal services related to letters  
64113000 Postal services related to parcels  
64114000 Post office counter services  
64115000 Mailbox rental  
64116000 Post restante services  
64122000 Internal office mail and messenger services

*Miscellaneous services*

50116510 Tyre-remoulding services  
71550000 Blacksmith services

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**Useful Websites**

National Procurement

Service: <http://nps.gov.wales>

Sell2Wales:

<http://www.sell2wales.gov.uk>

Value Wales:

<http://gov.wales/topics/improvingservices/better/vfm/>

Public Contract Regulations 2015:

<http://www.legislation.gov.uk/uksi/2015/102/contents/made>

Procurement Act 2023:

<https://www.legislation.gov.uk/ukpga/2023/54/enacted>

[The Procurement \(Wales\) Regulations 2023](#)

[The Procurement \(Wales\) Regulations 2024 \(legislation.gov.uk\)](#)

Community Benefits:

<https://www.gov.wales/procurement-social-value-community-benefits>