

CPR Comparison Table

Legend	
<p>Green = New Orange = Moved to another document Purple = Significant change to rule Dark Blue = A material change to the rule but this should not result in a change to practice Light Blue = No significant change to the rule; although a significant amount of clarifying text or amendment may have been added Clear = No change to rule, although the text or formatting may have been altered and an insignificant level of clarifying amendment.</p>	
CPR 2016	CPR 2015
<u>DEFINITIONS</u>	<u>DEFINITIONS</u>
<p>Assistant Director for Procurement The Assistant Director who is responsible for Procurement (<i>this is currently an Assistant Director for Place</i>).</p>	<p><u>Assistant Director for Procurement</u> The Assistant Director designated by the Chief Executive as responsible for Procurement</p>
<p>Assistant Director for Corporate Property Management The Assistant Director who is responsible for corporate property management functions (<i>this is currently an Assistant Director for Place</i>).</p>	<p><u>Assistant Director for Corporate Property Management</u> The Assistant Director designated by the Chief Executive as responsible for corporate property management functions.</p>
<p>Award Criteria relate directly to the goods, services or works to be provided. Award criteria evaluate Supplier's offers made in relation to fulfilling the Council's requirements for the Supply, in particular the Specification.</p>	<p>-- New --</p>

Chief Executive	The Chief Executive is the head of the Council's paid staff and its principal adviser on policy matters and leads the discharge of Council strategy and responsibilities.	-- New --	
Commissioning	The relationship between commissioning and procurement is described in the diagram in Appendix 4	-- New --	
Conflict of Interest	Means any interest outside of the Council which may appear to an objective bystander to affect the fair judgment of an Officer or Member or any other person acting on the Council's behalf in the Procurement of a Supply or the disposal of property (including Land). The concept of conflict of interest shall at least cover any situation where relevant person has, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise his or her impartiality and independence in the context of a Procurement or sale procedure.	-- New --	
CPR	Means these Contract Procedure Rules.	<u>"CPRs"</u>	These Contract Procedure Rules.
Director	The person responsible for the proper compliance with these procedures whose name is included on a schedule approved by the Chief Executive.	<u>Director</u>	The person responsible for the proper compliance with these procedures whose name is included on a schedule approved by the Chief Executive. ...

Data Protection Legislation	<p>the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, and all other laws and regulations relating to the processing of personal data and privacy, and also where applicable the guidance and codes of practice issued by the Information Commissioner.</p>	-- New --	
Dynamic Purchasing System	<p>is a procurement tool available for contracts for works, services and goods commonly available on the market. It has its own specific set of requirements (as set out in Regulation 34 of the Public Contracts Regulations 2015); for example, it must be run as a completely electronic process, must remain open to new entrants, all Suppliers on the relevant category in the Dynamic Purchasing System must be invited to quote for contracts, and it should be set up using the restricted procedure.</p>	-- New --	
European Single Procurement Document	<p>is a standard electronic document that a tenderer for a contract to which the EU Procurement Rules apply may use to declare that none of the exclusion grounds apply to it and that it meets the necessary regulatory criteria or relevant commercial capability requirements. Only the preferred bidder will be required to submit all documentation to evidence the content of the form.</p>	-- New --	
EU Procurement Rules	<p>The rules on procurement for Supplies above the EU Threshold prescribed by the EU in</p>	<u>EU Procurement Rules</u>	<p>The rules on procurement for Supplies above the EU threshold prescribed by the EU in</p>

	<p>Directives relating to public contracts - as amended and supplemented by the European Court of Justice.</p> <p>These rules also normally extend to the WTO Government Procurement Agreement signatories, which (in 2016) are Armenia, Aruba, Canada, the EU, Iceland, Israel, Japan, Hong Kong China, Liechtenstein, Montenegro, New Zealand, Norway, Singapore, South Korea, Switzerland, Chinese Taipei, and the US.</p>		<p>Directives relating to works, supplies and services- as amended and supplemented by the European Court of Justice.</p>
EU Threshold/ (*)	<p>The financial threshold from time to time at which the EU Procurement Rules are applicable to a Supply. Recent and current EU Thresholds are set out in Appendix 2.</p>	<u>EU Threshold/ (*)</u>	<p>The financial threshold from time to time at which the EU Procurement Rules are applicable to a Supply (currently works £4,322,012, supplies and services £172,514),health & social care £625,050(January 2014)</p> <p>...</p>
Financial Ratio	<p>Is a pre-set method of determining a Supplier's financial standing, such as turnover, net asset value, and profitability.</p>	-- New --	
FPR	<p>The Financial Procedure Rules.</p>	<u>FPRs</u>	<p>The Financial Procedure Rules</p>
Framework Agreement	<p>Means an agreement between the Council and one or more Suppliers which operates as a Procurement tool through which contracts for Supplies can be sourced. Framework Agreements which deal with Supplies that are</p>	<u>Framework Agreement</u>	<p>Means an agreement or other arrangement between the Council and one or more Suppliers where the volumes to be delivered are not set out at the outset but which establishes the other terms (such as price) and standards</p>

	<p>above or aggregate above, the EU Threshold are subject to the EU Procurement Rules. They set out the terms for the Supply (often including the price) and the method for calling off orders. 'Framework' and 'Framework Suppliers' shall be construed accordingly;</p>		<p>under which the Supplier will accept and carry out orders for goods, works or services during the lifetime of the arrangement. 'Framework' and 'Framework Suppliers' shall be construed accordingly;</p>
<p>Grant</p>	<p>A grant payment is a gift which may be linked to outputs and outcomes, but is not a contract for works, goods or services. That distinction is crucial: for contracts these CPR apply; for grants see FPR 4 for rules about accepting grants and FPR 20 about giving grants.</p>	<p><u>Grant</u></p>	<p>A payment to a third party which is linked to outputs and outcomes which the Council believes will be beneficial, but is not a contract for works, goods or services entered into by the Council.</p>
<p>Income Contracts</p>	<p>This includes the disposal of an asset (other than Land) (such as a vehicle, piece of machinery, or surplus stores), and the sale of a right to exploit a business opportunity (such as the franchise to sell ice cream in a particular place, or to place advertising on council sites) and the operation of business activity (beyond that normally undertaken by a local authority).</p>	<p><u>Income Contracts</u></p>	<p>This includes the disposal of an asset (other than land or property)-such as a vehicle, piece of machinery, or surplus stores- , the sale of a right to exploit a business opportunity- such as the franchise to sell ice cream in a particular place, or to place advertising on council sites- and the operation of business activity, beyond that normally undertaken by a local authority.</p>
<p>Land</p>	<p>Means property that is freehold or leasehold property, rights of possession of land, easements and/or other estates or interests in land including buildings and/or other objects on land or in buildings which are not easily moved.</p>	<p><u>Land Assets</u></p>	<p>Means the property of the Council that is freehold or leasehold property (including any buildings on it), rights of possession of land, easements and/or other estates or interests in land.</p>

Land Contract	Means a contract which involves the acquisition, disposal, granting of leases and tenancies or otherwise renting or licensing of any Land and also the grant, variation, release, modification, or taking of any easement or covenant	-- New --	
Light Touch Regime	Means the regime applying to certain education, social care and other services where the EU Procurement Rules are less prescriptive about the procurement methodology, which are listed in Schedule 3 of the Public Contracts Regulations 2015.	-- New --	
Local Government Transparency Requirements	Means the statutory codes and legislation requiring the Council to publish information, such as [†] the Local Government Transparency Code and certain Regulations within the Public Contracts Regulations 2015.	-- New --	
Official Council Order	A standard corporate order form for a supply for a value of less than £100,000 approved by the Assistant Director Legal, Governance and Monitoring whether attached electronically or by paper to an order for Supplies.	<u>Official Council Order</u>	A standard corporate order form for a supply for a value of less than £100,000 approved by the Assistant Director Legal, Governance and Monitoring whether attached electronically or by paper to an order for Supplies.
Personal Data	means data which relate to a living individual who can be identified— (a) from those data, or (b) from those data and other information which is in the possession of, or is likely to	-- New --	

	<p>come into the possession of, the data controller, and includes any expression of opinion about the individual (e.g. references) and any indication of the intentions of the data controller or any other person in respect of the individual</p>	
Procurement	<p>The purchase, contract hire, lease, rental¹ or any other form of acquisition which results in a contract for Supplies where the Council is the buyer (therefore, in the context of the CPR, this does not include the Council providing the Supply to itself or gifts). Procurement also includes the establishment of Standing Lists, Framework Agreements and Dynamic Purchasing Systems. 'Procurement' and 'Procured' shall be construed accordingly.</p>	<p>2.7 These CPRs apply equally to the outright purchase, contract hire, lease, rental or any other form of procurement. Contract hire, lease and rental agreements require the specific advance approval of the Director of Resources or his delegate.</p>
Procurement Strategy	<p>The Council's Corporate Procurement Strategy 2013-2017, which can be found here: http://www.kirklees.gov.uk/business/businessWithCouncil/pdf/procurementStrategy.pdf</p>	<p><u>Procurement Strategy</u> The Council's Corporate Procurement Strategy, and any associated Purchasing Policy and Codes of Practice</p>
Public Concession Contract	<p>Means a contract in writing for a financial interest under which the Council entrusts works / services (as appropriate) and transfers associated risks to one or more suppliers; and the supplier(s) in exchange receive, at their risk, the right to exploit those works / services as payment.</p>	<p>--New --</p>

¹ Note: Contract hire, lease and rental agreements require the specific advance approval of the Director of Resources or his delegate [See the FPR].

QuickQuote	A facility to obtain low value quotes from a list of suppliers provided through the YORTender system.	<u>QuickQuote</u>	A facility to obtain supplier quotes provided through the YOR tender system.
Quotation:	A written offer in relation to a Supply or Disposal of Assets making reference to a price and (where applicable) other information.	<u>Quotation:</u>	A written offer in relation to a Supply or Disposal of Assets making reference to a price and (where applicable) other information.
Service	Any department, directorate or section responsible for delivering part of the Council's functions. It includes any subsidiary or otherwise closely related organisation to the extent that Council functions are delegated to the organisation.	<u>Service</u>	Any department, directorate or section responsible for delivering part of the Council's functions. It includes any subsidiary or semi-independent organisation which will expect the Council to contract on its behalf.
Specification	A written document detailing the Council's requirements. This can include things such as definitions, quantities, acceptance test methods, material requirements or characteristics, drawings, plans, certifications of compliance with standards, workmanship, data security measures, quality control including performance testing and KPIs, completion, delivery, safety, timing, key personnel qualities, communication requirements, returns policies and tolerances.	<u>Specification:</u>	A written document detailing the manner of provision of the Supply, (for example type, quantity, quality, time, location, occasions), and the risks and obligations placed on the Supplier
Special Purpose	Companies (limited by shares, or otherwise) or	<u>Special Purpose Vehicle</u>	Companies (limited by shares, or otherwise) or

Vehicle	any other legal entity, established by or in which the Council participates whether alone or with others to provide specific Supplies to the Council.		any other legal entity, established by or in which the Council participates whether alone or with others to provide specific Supplies to the Council
Standing List	A list of Suppliers who are assessed as suitable to provide Supplies to the Council prepared in accordance with CPR 7.	<u>Standing List</u>	A list of Suppliers prepared in accordance with Contract Procedure Rules 4.4 to 4.8.
Suitability Criteria	Relate to the assessment or vetting of Suppliers' general capability, fidelity, skill, competence, etc. to carry out the contract. 'Suitability' shall be interpreted accordingly.	--New -- (But see e.g. 4.13 'The Director is responsible for ensuring that the supplier selected is appropriate in terms of fidelity, skill, competence.')	
Supply	means the supply of any works, goods, or services; being provided, or to be provided, to or on behalf of the Council (whether by purchase, lease, hire or any other arrangement).	<u>Supply</u>	The purchase, lease, hire or other supply of any works, goods, or services, provided, or proposed to be provided, to or by the Council.
Supplier	Any person, partnership, company, or other organisation, which provides or contractually offers to provide any Supply to the Council or on behalf of the Council.	<u>Supplier</u>	Any person, partnership, company, or other organisation, which provides or offers to provide any Supply to the Council.
Value for Money	Securing the best mix of quality and effectiveness for the least outlay over the period of use of the goods or services bought.	-- New --	
YORTender	The on-line Supplier and Contract	<u>YORTender</u>	The on line Supplier and Contract Management

<p>Management System used by the Council to operate e-tenders and for the online management of suppliers and contracts and to advertise contracts.</p>	<p>System used by the Council to operate E tenders and for the online management of suppliers and contracts and to advertise contracts</p>
<p>* In the text a * means the value will track the EU threshold rounded down to the nearest £10,000. Also, see “EU threshold”</p>	<p>* See “EU threshold”</p> <p><u>Definition of EU Threshold</u> ... In the text a * means the value will track the EU lower threshold; the value will be the EU lower threshold rounded down to the nearest £10,000.</p>
<p>† The words “including”, “include”, “for example”, “e.g.”, and “such as” in these CPRs indicate examples and are not intended to be limiting</p>	<p>-- New --</p>
	<p><u>Assets</u> All property of whatever nature of the Council, and interests therein and including (not by way of limitation) contractual rights, intellectual property rights, and Land Assets.</p>
	<p><u>Disposal</u> The disposal of an Asset whether permanently or for a fixed period.</p>
	<p><u>Framework Contract</u> Means a contractually enforceable Framework Agreement or a contract that creates a contractually enforceable Framework Agreement.</p>
<p><u>INTRODUCTION</u></p>	<p><u>INTRODUCTION</u></p>

These Contract Procedure Rules aim to promote the highest standard of probity, integrity, and impartiality in making a clear, understandable and fair selection of suppliers and Supplies to the Council. Equally important are the delivery of best value through competitive procedures and the avoidance of practices which may restrict, prevent or distort competition.

These Contract Procedure Rules cover the Procurement of all Supplies (goods, works and services) and income contracts. Directors should recognise the Council’s view of the difference between Commissioning and Procurement (see Appendix 4).

These Contract Procedure Rules must be complied with strictly. They are minimum requirements. A more thorough procedure may be appropriate for particular Supplies. However, when designing the Procurement within the parameters of these CPRs, the process and the Specification should be clearly related to and proportional to the need which the Supply fulfils and should appropriately balance the value of and risks associated with any proposed action.

EU Procurement Rules, which are often more onerous, also apply to the procurement of all works, goods and services exceeding the EU Threshold, and where there is a conflict between these Contract Procedure Rules and the EU Procurement Rules, the EU Procurement Rules prevail.

The Council’s Financial Procedure Rules must also be complied with.

These Contract Procedure Rules aim to promote the highest standard of probity, integrity, and impartiality in making a clear, understandable and fair selection of suppliers to the Council. Equally important is the delivery of best value through competitive procedures, and the avoidance of practices which may restrict, prevent or distort competition.

These processes cover the procurement of all Supplies (goods, works and services) and income contracts.

In implementing them, the overriding objectives are supported by the detailed rules, but these must be viewed with a degree of proportionality, recognising the value of and risk associated with the proposed action.

These procedure rules must be complied with strictly. They are minimum requirements. A more thorough procedure may be appropriate for particular Supplies.

EU Procurement Rules, which are often more onerous also apply to the procurement of all works, goods and many services exceeding the EU Threshold, and where there is a conflict between these Contract Procedure Rules and the European Directives, the European Directives prevail.

The Council’s Financial Procedure Rules must also be complied with. Supplies must be obtained in a way that is compliant with the Council’s Procurement Strategy and Purchasing Policy.

RULE 1 – CONDUCT AND COMPLIANCE AND WAIVER

<p>1.1. All Council employees, and any person or organisation working on behalf of the Council in Procuring or managing a Supply, must comply with these CPRs.</p>	<p>1.1 All Council employees, and any person or organisation working on behalf of the Council in arranging or managing a Supply, must comply with these CPRs, ...</p>
<p>1.2. Cabinet may waive any parts of these CPRs on a case by case basis following consideration of a detailed report setting out in particular:</p> <p>1.2.1. the legality of the proposed non-compliant process or action; and</p> <p>1.2.2. the reputational and financial risks associated with the proposed non-compliant process or action.</p>	<p>1.1 ... unless there is a specific decision of the Council or Cabinet, following consideration of a detailed written report setting out why these standard processes are inappropriate.</p> <p>3.4 The Cabinet will determine the procedures leading to the award of any contract which a Director believes cannot be satisfactorily placed in accordance with the processes described in these CPRs.</p>
<p>1.3. Failure to comply with these CPRs without a valid waiver may result in disciplinary action against the officers concerned and may in some cases constitute a criminal offence.</p>	<p>1.9 Failure to comply with these CPRs may result in disciplinary action against the officers concerned.</p>
<p>1.4. Each Director must ensure: -</p> <p>1.4.1. Compliance with these CPRs and the FPRs, using training, instruction and internal control processes</p> <p>1.4.2. Appropriate supervision and performance management to ensure that decisions taken are subject to authorisation and quality control procedures</p>	<p>1.2 Each Director must ensure;</p> <p>(a) Compliance with these CPRs, using training, instruction and internal control processes;</p> <p>...</p> <p>(c) Appropriate supervision and performance management to ensure that decisions taken are subject to authorisation and quality control procedures.</p>
<p>1.5. When authorizing staff to procure Supplies on his or her behalf, each Director (or Assistant Director, as appropriate) must set a financial (or other) limit on the authority vested in individual officers to procure Supplies. Such limits must be recorded in the relevant Scheme of Officer delegations.</p>	<p>1.3 Each Director may delegate actions to other officers, and should set a financial (or other) limit on the authority vested in individual officers to procure Supplies and keep appropriate records. Assistant Directors designated in these rules may also delegate authority to</p>

	<p>other officers and should establish the extent of authority given to other individuals.</p> <p>Definition of Director:</p> <p>... Except as indicated otherwise, a Director may delegate authority to other persons to deliver their responsibilities.</p>
<p>1.6. The Assistant Director for Procurement may</p> <p>1.6.1. authorise officers outside of his or her directorate to act on his or her behalf in respect of any role assigned to the Assistant Director for Procurement in these CPRs;</p> <p>1.6.2. issue waivers in relation to the need to consult him or her under CPR 2.3.</p> <p>The Assistant Director for Procurement must record the precise extent of such authorizations and the officer to which roles have been delegated and share these authorizations with the Assistant Director Legal, Governance & Monitoring and the Assistant Director Financial Management, Risk, Performance & IT.</p>	<p>-- New --</p>
<p>1.7. A Director has authority to commence any Procurement subject to:</p> <ul style="list-style-type: none"> • compliance with these CPRs and FPRs, and • having appropriate delegated authority, and • compliance with management processes designed to ensure that proposed projects meet the Council’s business needs, and • seeking Value for Money 	<p>1.5 Subject to compliance with these CPRs and FPRs (and having appropriate delegated authority) a Director has authority to commence any procurement, subject to compliance with management processes designed to ensure that proposed projects meet the Council’s business needs, have appropriate arrangements for procurement and provide value for money.</p>

<p>1.8. These CPRs are a minimum standard and a more prescriptive procurement regime must be followed where this is required by European and UK law and agreements with grant funding organisations.</p>	<p>1.6 A more prescriptive procurement regime must be followed where this is required by:</p> <ul style="list-style-type: none"> - EU Procurement Rules - UK domestic legislation - A grant funding organisation
<p>1.9. The Assistant Director for Procurement, and the Assistant Directors Legal, Governance & Monitoring and Financial Management, Risk, Performance & IT may issue Guidance Notes to aid the interpretation of these CPRs, with the following leading responsibilities:</p> <ul style="list-style-type: none"> 1.9.1. The Assistant Director for Procurement – Good Procurement Practice; 1.9.2. Assistant Director Legal, Governance & Monitoring – The EU Procurement Rules and other laws and Corporate Governance; 1.9.3. Assistant Director Financial Management, Risk, Performance & IT – Financial Management, Best Value and Risk. 	<p>1.10 The Assistant Director for Procurement, and the Assistant Directors Legal, Governance & Monitoring and Financial Management, Risk, Performance & IT may issue Guidance Notes to aid the interpretation of these CPRs...</p>
<p>1.10. Any dispute concerning interpretation of these CPRs must be referred to the Assistant Director Financial Management, Risk, Performance & IT who, in consultation with the Assistant Director Legal, Governance & Monitoring, may provide clarification and determination.</p>	<p>1.10 Any dispute concerning interpretation of these CPRs must be referred to the Assistant Director Financial Management, Risk, Performance & IT who, in consultation with the Assistant Director Legal, Governance & Monitoring, may provide clarification and determination.</p>
<p>1.11. Subject to Part 3 of the Council’s constitution and without prejudice to the role of the Monitoring Officer or the Chief Finance Officer, the Chief Executive may reassign specific duties</p>	<p>1.11 The Chief Executive may reassign the duties delegated in these procedure rules to the Assistant Director for Procurement, and the Assistant Directors Financial Management, Risk, Performance & IT</p>

delegated in these CPRs to the Assistant Director for Procurement, and the Assistant Directors Financial Management, Risk, Performance & IT and Legal, Governance & Monitoring, provided that:

1.11.1. the post holders to whom these duties are assigned must hold general competencies in respect of:

- Public sector procurement in respect of duties reassigned from Assistant Director for Procurement;
- Finance in respect of duties reassigned from the Assistant Director Financial Management, Risk, Performance & IT;
- Law and Court procedure in respect of duties reassigned from Assistant Director Legal, Governance & Monitoring.

1.11.2. the same degree of separation of officer responsibility for the duties is maintained.

and Legal, Governance & Monitoring, except that the post holders to whom these duties are assigned must hold general competencies in respect of:-

- Public sector procurement; duties reassigned from Assistant Director for Procurement;
- Finance; duties reassigned from Assistant Director Financial Management, Risk ,Performance & IT;
- Law; duties reassigned from Assistant Director Legal, Governance & Monitoring;

And these duties cannot be assigned to the same person.

<p>1.12. Conflicts of Interest and Integrity²:</p> <p>1.12.1. Directors shall take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.</p> <p>1.12.2. Any Officer, Member or other person acting on the Council's behalf in Procuring a Supply must declare any potential Conflict of Interest as soon as he or she becomes aware of a potential Conflict of Interest and update the declaration in the event of any changes.</p> <p>1.12.3. Directors must record such declarations and in each case decide whether safeguards need to be put in place or the Officer or Member concerned should be removed from the Procurement or Disposal process.</p>	<p>1.8 Any officer or Member of the Council and any person or organisation, when acting on the Council's behalf in relation to any contractual matter, directly or indirectly concerning the Council, must conduct themselves such that the independence and integrity of these processes are maintained and seen to be maintained and there is compliance with the relevant officer or Member Code of Conduct. Officers must take care in all dealings with suppliers and potential suppliers that they do not infringe any aspect of the Bribery Act 2010, and must seek advice from their Director if they have any doubts.</p>
<p>1.13. Except where the Assistant Director Financial Management, Risk , Performance & IT agrees otherwise, these CPRs apply in respect of any goods, works or services obtained by another organisation, where the Council is providing a loan or making a grant contribution of £100,000 or more.</p>	<p>1.7 Except where the Assistant Director Financial Management, Risk , Performance & IT agrees otherwise, these CPRs apply in respect of any goods, works or services obtained by another organisation, where the Council is providing a loan or making a grant contribution of £100,000 or more.</p>
<p>RULE 2 – PREPARATION AND PROCESS</p>	<p>[2] <u>PRE CONTRACT PROCESS REQUIREMENTS</u></p>
<p>2.1 Each Director must ensure:-</p>	<p>2.1 & 2.4 The Director must ensure:-</p>

² Officers should also familiarise themselves with the FPRs 17 and 18, Chapter 7 of the Employee Handbook and Part 5.7 of the Council's Constitution and Members should also refer to Part 5.1 of the Constitution.

<p>(1) That Supplies of a similar type are procured together where it is sensible to do so. A Procurement must not be subdivided with the effect of preventing it from falling within the scope of these CPR or the EU Procurement Rules, unless justified by objective reasons.</p>	<p>2.4(6) Supplies of a similar type are procured together, and that orders are not split or aggregated for the purpose of avoiding the requirements of these CPRs, the EU Procurement Rules or any domestic legislation.</p>
<p>(2) Each Procurement complies with the following:</p> <ul style="list-style-type: none"> a. It is justified by a business case (that includes a risk assessment), and b. A whole life approach to management and operation, and sustainability issues, as a part of design, specification and assessment has been considered, and c. It aligns with the Procurement Strategy, and d. It complies with any requirements or agreements regarding the use of in-house Service suppliers, consortia and other suppliers. 	<p>2.1(1) The procurement is justified by a business case and aligns with the Procurement Strategy</p> <p>2.4 The Director must ensure that:- ...</p> <p>(3) There is compliance with any requirements or agreements regarding the use of in-house service suppliers, consortia and other suppliers whose usage is compulsory. (CPR 8)</p> <p>2.9 ... Approaches to procurement must consider a whole life approach to commissioning, management and operation, and sustainability issues, as a part of design, specification and assessment. (See also 2.4(4))</p>
<p>(3) The Supply is likely to be within budgetary provision (see CPR 12.1).</p>	<p>2.1 (2) The procurement is likely to be within budgetary provision.</p> <p><i>Also related to</i></p> <p>< 1.4 <i>A contract may only be awarded where the Director has sufficient approved budget to meet the costs. For revenue contracts for services the Director must be satisfied that there is likely to be sufficient ongoing funding to meet the contractual cost through the anticipated life of the contract.</i> ></p>

<p>(4) An estimate of the full cost of the Supply contract or Framework Agreement which is as accurate as possible is made. Valuations must:</p> <ul style="list-style-type: none"> a. be estimated by reference to the gross value of the Supply contract (including installation, supplier maintenance, options, and any income gained by all Suppliers involved in the agreement); b. assess the gross value of a Framework Agreement to be the reasonably estimated value of all Supply contracts which might be made through it; c. where the Supply contract includes a fixed duration, cover the entire possible duration of the contract (i.e. including any options, such as for extension or renewal); d. where a maximum contract duration is not certain, treat the contract as if it lasts for 4 years; e. include any grant funding; f. exclude VAT. 	<p>2.6 The Director must ensure that an estimate of the full cost of the Supply is prepared. The value should be estimated by reference to the gross value of the contract (including installation and supplier maintenance, and any income gained by all Suppliers involved in the agreement). Where the contract is for more than one year the contract value is determined by multiplying the expected annual value by the initial contract term (including any option period). If a term is not specified, 4 years must be used. Any grant funding must be included in calculating the contract value. VAT is excluded.</p>
<p>(5) Where the cost of the Supply is less than the EU Threshold and an approved Framework Agreement or Dynamic Purchasing System is not being used, there must be consultation with the Assistant Director for Procurement to see whether the value of the Supply needs to be aggregated with any other similar Supplies for the purposes of the EU Procurement Rules.</p>	<p>-- New --</p>
<p>(6) Regard is given to Best Value and the Public Sector Equality Duty and consultations with the public have been carried out as required.</p>	<p>-- New --</p>
<p>(7) The process can be adequately resourced.</p>	<p>2.1(3) The process can be adequately resourced</p>

<p>(8) The preparation of appropriate Specifications, costs/pricing, contract terms (other than Land Contracts and subject to CPR 2.1(10) below) and other procurement documentation. The documents must be likely to be understandable by all reasonably well informed people in the relevant industry in the same way.</p>	<p>2.5 The Director must ensure the preparation of specifications, costs/pricing and other documentation. ...</p> <p>(1) ...</p> <p>(2) ...</p> <p>(3) If the value of the contract is below £100,000, seek approval of the Assistant Director for Procurement pursuant to CPR 14.1(c) to use other arrangements and ensure that the risks involved have been considered and recorded [CPR 2.1(4); CPR1.2(b)]</p> <p>5.1 A written Specification detailing the Council's expectations and requirements, and the contract conditions must be prepared. The documentation must include a clear pricing document and details of what other information is to be returned as part of the Quotation. It must set out the criteria which the Council will use to evaluate the Quotations. Subject to legislative compliance, this may include factors which demonstrably aim to achieve the Council's policy, and the council's obligations as regards the protection of data. (see section 5.16)</p>
<p>(9) For contracts up to £100,000, other than Land Contracts (as to which see CPR 11); where a current or maintained set of terms which has been approved by the Assistant Director Legal, Governance & Monitoring is appropriate to the type of Supply being procured, the Director shall wherever possible use such contract terms. Otherwise, every contract for Supplies or Income</p>	<p>2.5 For all contracts that do not involve Land Assets (as to which see CPR 13) the Director must:</p> <p>(1) Use standard documentation (in accordance with any instruction and guidance) approved by the Assistant Director Legal, Governance & Monitoring (if this option is used the relevant Director is</p>

<p>Contract must set out:</p> <ul style="list-style-type: none"> a. Details of the Supply to be made or to be disposed of; b. The price or prices to be paid or received and/or the amounts and frequency or the method of calculation of contract payments with a statement of discounts or other deductions; c. The time(s) within which the contract is to be performed; d. Termination provisions and break clauses, if appropriate; e. Appropriate data protection clauses where personal data is involved; and f. Such other matters as the Assistant Director Legal, Governance & Monitoring considers to be necessary. 	<p>responsible for ensuring that the appropriate approved standard documents are used), or</p> <p>14.3 Every contract for the procurement of Supplies must set out:</p> <ul style="list-style-type: none"> a) Details of the Supply to be made or Asset to be disposed of; b) The price or prices to be paid or received and/or the amounts and frequency or the method of calculation of contract payments with a statement of discounts or other deductions; c) The time(s) within which the contract is to be performed; and d) Such other matters as the Assistant Director Legal, Governance & Monitoring considers to be necessary.(including those per clause 5.16)
<p>(10) For contracts above £100,000, other than Land Contracts (as to which see CPR 11); the Director must consult with the Assistant Director Legal, Governance & Monitoring who will prepare contract documentation appropriate for the contract.</p>	<p>2.5 ... (2) If the value of the contract is above £100,000, consult with the Assistant Director Legal, Governance & Monitoring who will prepare documentation appropriate for the contract; or ...</p>
<p>(11) Where a competitive process is being carried out: a transparent, unambiguous and clearly set out schedule of Award Criteria, which are objectively verifiable and non-discriminatory and are appropriately prioritised, must be prepared and advertised. These criteria must be linked to the subject matter of the contract, must not include unlawful non-commercial considerations or Suitability Criteria (which should be identified separately and must follow CPR 5.2 - 5.7) and must be proportional to the contract's main objectives.</p>	<p>2.4 (4) A schedule of evaluation criteria, appropriately prioritised is prepared, including as appropriate initial cost, operating and end of life costs, technical merit, quality, environmental impact, equality, and any other relevant consideration. (These criteria must not include unlawful non-economically advantageous considerations and must be proportionally related to the contract). (See also 2.9)</p>

<p>(12) Consideration of whether it would be appropriate to divide large procurements into contract Lots³ and must record the decision and reasoning.</p>	<p>-- New --</p>
<p>(13) The Assistant Director Financial Management, Risk, Performance & IT is satisfied regarding the financial standing of a proposed Supplier for any contract exceeding £160,000*.</p>	<p>2.4(2) The Assistant Director Financial Management, Risk, Performance & IT is satisfied regarding the financial standing of a proposed Supplier for any contract exceeding £ 170,000*.</p>
<p>(14) The appointment of an officer to carry out supervision of the resultant contract(s) in accordance with Financial Procedure Rule 21.8.</p>	<p>2.1(5) The appointment of an officer to carry out supervision of the resultant contract(s) in accordance with Financial Procedure Rule 21.8.</p>
<p>(15) That (unless Cabinet authorises otherwise) the formal Council policies and/or guides referred to in Appendix 1 are followed.</p>	<p>2.4(5) All procurement activity for a Supply must comply with, as applicable, the Council's "Project Management Handbook" and "Framework for Successful Projects" and the "Information Security Policy".</p> <p>2.1(6) Where the Public Services (Social Value) Act 2012 applies, consider how what is proposed to be procured might improve the economic, social and environmental well-being of the relevant area and consider related consultation.</p>
<p>(16) All supply contracts in excess of £300,000 will be bonded in the sum of 10% of the Quotation value, except where the Assistant Director Legal, Governance & Monitoring and Assistant Director Financial Management, Risk, Performance & IT agree either:</p> <ul style="list-style-type: none"> a. No bond is necessary; or b. A different value (or percentage) is appropriate; and or c. A parent company guarantee or other form of surety can be accepted instead. 	<p>14.8 All supply contracts in excess of £300,000 will be bonded in the sum of 10% of the Quotation value, except where the Assistant Director Legal, Governance & Monitoring and Assistant Director Financial Management, Risk, Performance & IT agree either:</p> <ul style="list-style-type: none"> a) No bond is necessary; or b) A different value (or percentage) is appropriate; and or c) A parent company guarantee or other form of surety can be accepted instead.

³ This is not the same thing as disaggregation. Please contact Corporate Procurement if there is any doubt about what this means.

<p>(17) A risk log is maintained during the Procurement process.</p>	<p>2.1(4) A procurement risk assessment has been carried out</p>
<p>2.2 Interviews may be held as part of score modification, but the interview itself must not be scored and, unless the Assistant Director for Procurement agrees otherwise, all bidders must be invited to interview.</p>	<p>-- New --</p>
<p>2.3 Before commencing any process to obtain any Supply having an estimated cost exceeding £20,000, the Director must consult with the Assistant Director for Procurement. The Assistant Director for Procurement must consider if any issues relating to the procurement may create risks that require consultation with the Assistant Director Legal, Governance & Monitoring and / or the Assistant Director Financial Management, Risk, Performance & IT, and undertake these consultations as necessary.</p>	<p>2.2 Before commencing any process to obtain any Supply having an estimated cost exceeding £100,000, the Director must consult with the Assistant Director for Procurement. The Assistant Director for Procurement must consider if any issues relating to the procurement may create risks that require consultation with the Assistant Director Legal, Governance & Monitoring and or the Assistant Director Financial Management, Risk, Performance & IT, and undertake these consultations as necessary.</p>
<p>2.4 The Director must provide to the Assistant Director for Procurement information necessary to enable the Council to comply with EU Procurement Rules. The Assistant Director for Procurement is responsible for ensuring the appropriate placing of notices in the Official Journal of the European Union (OJEU) and Contract Finder. Such notices may only be placed by officers authorised to do so by the Assistant Director for Procurement.</p>	<p>2.3 The Director must provide to the Assistant Director for Procurement information necessary to enable the Council to comply with EU Procurement Rules. The Assistant Director for Procurement is responsible for ensuring the appropriate placing of notices in the Official Journal of the European Union (OJEU). Such notices may only be placed by officers authorised to do so by the Assistant Director for Procurement.</p>
<p>2.5 Consultation with suppliers in the relevant market is permitted but it must be transparent, must not distort competition and must not prejudice the equal treatment of Suppliers. In respect of contracts for services, Directors must also consider (a) how what is proposed to be procured might improve the economic, social and environmental well-being of Kirklees, (b) which proportionate actions (which must comply with the EU Procurement Rules) might be taken in the Procurement with a view to securing that improvement, and (c) whether any consultation</p>	<p>2.8 Pre tender consultation with Suppliers must not prejudice any potential Supplier, and no technical advice may be sought or accepted from any Supplier in relation to the preparation of any specification or contract documentation where this may distort competition, provide any unfair advantage or prejudice the equal treatment of all potential Suppliers.</p>

<p>might be needed to inform them in relation to 2.6(b).</p>	
<p>2.6 In preparing a Specification, the Director should consider how the procurement activity might meet the Councils wider policy and strategy but subject always to ensuring full compliance with EU and UK procurement legislation.</p>	<p>2.9 In preparing a specification, the Director should consider how the procurement activity might meet the Councils wider policy and strategy but subject always to ensuring full compliance with EU and UK procurement legislation. ... (See also 2.4(4))</p> <p>5.11 The Director will ... consider the overall financial (and service delivery) impacts on the Council as a whole.</p>
<p>2.7 Where any Supplier is given possession of or access to any personal data, the Director must have regard to the Council's obligations as regards the Data Protection Legislation, any ICO directions to the Council and the undertaking which the Chief Executive gave to the Information Commissioner in July 2011. The Director must follow the Council's Information Security Policy, in particular regarding contracting with data processors and sharing data, and consult with the Information Governance Team. The Director must ensure that:</p> <ul style="list-style-type: none"> A. the Supplier is verified as suitable to be trusted with the personal data before allowing the Supplier access to the data; B. appropriate guarantees of the security of the personal data are included within a written contract; C. the performance of the contract is appropriately monitored; D. appropriate steps are taken to enforce the contract where the information security guarantees are not being met; E. appropriate steps are taken to minimise as far as possible the impact of a breach of data security. F. arrangements that appropriately deal with the transfer, return or deletion of the information at the end of the contract are established. <p>All contracts that involve the processing or sharing of personal</p>	<p>-- New --</p>

<p>data must be reported to the Information Governance Team, who will keep a log of these contracts. The log will be reviewed by the Information Governance Board on a six-monthly basis.</p>	
<p>Collaboration</p> <p>2.8 The potential for genuine collaboration with other public bodies must be considered when planning a procurement exercise.</p>	<p>2.10 The potential for collaboration with other public bodies must be considered when planning a procurement exercise.</p>
<p>2.9 However, the EU Procurement Rules provide for joint liability where one authority procures on behalf another (other than as a central purchasing organisation, e.g. YPO). This increases the risks for the passive partner(s). So when taking any benefit from a procurement in which a third party takes any degree of control, Directors must ensure that appropriate due diligence steps are taken to be sure that all arrangements are appropriate and compliant. Addition to procurements on a 'just in case' or speculative basis must be approved by the Assistant Director for Procurement.</p>	<p>-- New --</p>
<p>RULE 3 - CHOICE OF PROCUREMENT PROCESS</p>	

3.1 Subject to complying with the law, the process for procurement must comply with the following:

Value of Supplies	Requirement
Up to £200	Any Procurement means is permitted
between £200 and £20,000	<p>Any reasonable means to select the Supply is permitted. Reasons to justify the decision taken must be recorded.</p> <p>Reasonable Means to Select; this requires methods of selection which reflect reasonable trade practice. For supplies below £20,000, it might include informal briefs, supplier written quotations or proposals, verbal or telephone quotes (which are then written down), comparative pricing for suitable supplies over the internet. For Supplies valued at £20,000 or below which can be procured on a 'price only' basis, where the YORtender system includes a relevant list of suppliers who can submit a "QuickQuote" through this system, this approach should be considered. The Director remains responsible for ensuring that the supplier selected is appropriate in terms of Suitability.</p>

- 3.1 For Supplies involving an estimated value of below £200 any method of selection of a Supplier is permitted.
- 3.2 For Supplies involving an estimated value of between £200 and £20,000 any reasonable means to select the Supplier is permitted. Reasons must be kept to justify the decision taken. (See 3.6)
- 3.3 For Supplies involving an estimated value above £20,000 one of the following processes will apply.
- ◆ Quotations - Supplier Selection (CPR 4)
 - Receipt and Evaluation (CPR 5)
 - ◆ Framework Suppliers (CPR 6)
 - ◆ Exemptions (CPR 7)
 - ◆ Internal, Consortia & Compulsory (CPR 8)
 - ◆ Negotiated Contracts (CPR 9)
- 3.6 Reasonable Means to Select; this requires a methods of selection which reflects reasonable trade practice. At lower values it might include informal briefs, supplier written quotations or proposals, verbal or telephone quotes (which are then written down). The internet may be used as a means of obtaining comparative pricing for suitable supplies with an estimated value below £20,000. At higher values (where this applies in relation to works) it will require written specifications as regards the task, volumes, quantities,

<p>above £20,000</p>	<p>One of the following:</p> <ul style="list-style-type: none"> ◆ Quotations (CPRs 4 - 6) ◆ Framework Suppliers, Standing Lists, Etc. (CPR 7) ◆ Exemptions (CPR 8) ◆ Internal, Consortia & Compulsory (CPR 8) 	<p>constraints.</p>				
<p>3.2 These CPRs also apply to the selection of any nominated or named sub-contractor, product or manufacturer whose use by a Supplier is a requirement of a contract specification.</p>		<p>3.5 These CPRs also apply to the selection of any nominated or named sub-contractor, product or manufacturer whose use by a Supplier is a requirement of a contract specification.</p>				
<p>RULE 4 - ADVERTISING</p>						
<p>4.1 The Director must advertise for Suppliers and/or quotations as follows:</p> <table border="1" data-bbox="125 1193 1064 1321"> <thead> <tr> <th data-bbox="125 1193 589 1236">Estimated Value of Contract⁴</th> <th data-bbox="589 1193 1064 1236">Advertising Requirement</th> </tr> </thead> <tbody> <tr> <td data-bbox="125 1236 589 1321"></td> <td data-bbox="589 1236 1064 1321"></td> </tr> </tbody> </table>		Estimated Value of Contract ⁴	Advertising Requirement			<p>4.1 Quotations can be obtained:-</p> <ul style="list-style-type: none"> a) By inviting Quotations from selected potential Suppliers (4.2 to 4.10) b) By open Quotation (4.9 & 4.10 (a)) <p>4.3 The selected potential Suppliers will be chosen to submit quotations</p>
Estimated Value of Contract ⁴	Advertising Requirement					

⁴ Please refer to CPRs 2.1(1) and 2.1(4)

Works; above £4,100,000*		Advertise on YORTender, Contracts Finder and OJEU- and in other media if appropriate (OJEU first); or Use approved Framework Agreement; or Use Dynamic Purchasing System
Goods; above £160,000*		
Services other than 'Light Touch Regime' services; above £160,000*		Use approved Framework Agreement; or Use Dynamic Purchasing System
'Light Touch Regime' services; above £580,000*		
<u>From</u>	<u>Up to</u>	If Standing List Exists From standing list; or Use approved Framework Agreement; or Use approved Dynamic Purchasing System
Works £100,001	Works; £4,100,000*	
Goods £20,001	Goods; £160,000*	If Standing List Does Not Exist Advertise on YORTender, Contracts Finder PLUS other reasonable advertising means; or Use approved Framework Agreement; or Use approved Dynamic Purchasing System
Services £20,001	Services other than 'Light Touch Regime' services; £160,000* 'Light Touch Regime' services; £580,000*	
<u>Goods or services from £200 up to £20,000</u>		Any reasonable means. "QuickQuote" must be considered where the YORTender system holds a relevant list of suppliers.
<u>Works from £200 to £100,000</u>		
<u>Below £200</u>		Any means (advertising is not necessary)

as follows.				
Estimated Value of contract		Standing list exists	Selection of supplier to Quote	Sections of CPRs that apply
Above the lower of the relevant EU Threshold and (or if no EU Threshold applies) Works; £4,320,000* Goods; £170,000* Services; £170,000* Health & Social Care £625,000*		All cases	Advertise on YORTender and OJEU- and in other media if appropriate (OJEU first)	
<u>From</u>	<u>Up to</u>	Yes	From standing list including activities where YORTender holds a relevant list of suppliers to participate in the "QuickQuote" system	4.4 to 4.8 & 4.13
Works £100,000	The lower of the relevant EU threshold and (or if no EU Threshold applies) Works - £4,319,999*			
Goods £20,000	Goods - £169,999*	No	Advertise on YORTender & other selection	4.9 to 4.10
Services £20,000	Services - £169,999* Health & Social Care £625,000*			

	<u>Works £20,000 to £99,999</u>		where YORTender holds a relevant list of suppliers to participate in the "QuickQuote" system this method must be used; otherwise any reasonable means must be used to select a list of prospective suppliers	4.13
	<u>Works, goods or services up to £19,999</u>	All cases	Any reasonable means. "QuickQuote" must be used where the system holds a relevant list of suppliers	3.6
RULE 5 – COMPETITION AND SUPPLIER SELECTION	<p>4.9 If an open Standing List is not maintained and the estimated value exceeds £100,000 (works), £20,000 (goods and services) the Director must advertise for suppliers on the YORTender system and may also use any reasonable means to identify other appropriate Suppliers.</p> <p>4.12 For any procurement below £100,000 (works), £20,000 (goods and services), the Director may use any reasonable means to select potential Suppliers. See 3.6. & 4.13.</p>			

Number of Quotations

5.1 Unless

5.1.1 an **approved** Framework Agreement or Dynamic Purchasing System is being used (and in which case the rules of the Framework Agreement or the Dynamic Purchasing System must be followed); or

5.1.2 it is otherwise agreed with the Assistant Director Financial Management Risk, Performance & IT in consultation with the Assistant Director Legal, Governance & Monitoring,

a Director must invite at least the following number of Suppliers to submit a written Quotation:

Estimated Value of Contract	Minimum Number
£20,000 to £99,999	3
£100,000 up to EU Threshold or £160,000* (whichever is lower)	4
Above EU Threshold or £160,000* (whichever is lower)	5

The Suppliers must have indicated that they are willing to submit a Quotation. If it is not possible to identify the number of willing prospective

4.2 Unless otherwise agreed with the Assistant Director Financial Management Risk, Performance & IT in consultation with the Assistant Director Legal, Governance & Monitoring, a Director must invite at least the following number of Suppliers to submit a written Quotation:

Estimated Value of Contract	Minimum Number
£20,000 to £99,999	3
£100,000 up to EU Threshold or £170000*	4
Above EU Threshold or £170,000* (whichever is lower)	5

The Suppliers must have indicated that they are willing to submit a Quotation. ...

If it is not possible to identify the number of willing prospective suppliers indicated above, the Director must retain a record of the efforts made and reasons why an appropriate number of suppliers could not be identified.

<p>suppliers indicated above, the Director must retain a record of the efforts made and reasons why an appropriate number of Suppliers could not be identified.</p>	
<p>Supplier Selection</p> <p>5.2 Directors must satisfy themselves that Suppliers have relevant and proportional minimum levels of Suitability.</p>	<p>2.4(1) Each Supplier is technically competent.</p>
<p>5.3 Where the procurement process has an overall value of less than £164,176, a qualification stage must not be used, although key, proportional, Suitability questions linked to the subject matter of the contract should, as appropriate, be used to establish the Suitability of the supplier. The questions (or absence of any) must be approved by the Assistant Director for Procurement.</p>	<p>2.11 ... Where the procurement process involves overall value of less than £100,000, and as appropriate in other cases, a prequalification stage can be omitted, although a verification process will need to be established to ensure skill, competence and fidelity of the supplier.</p>
<p>5.4 When operating a procurement process with a value of £164,176 or above, and subject to CPR 5.5, the Director must use the Council's standard form of Suitability questionnaire to establish Suitability and/or to establish a shortlist. Any variations to this must be agreed with the Assistant Director for Procurement who will notify relevant authorities as necessary (e.g. through mysteryshopper@crownccommercial.gov.uk).</p>	<p>2.11 When evaluating the suitability of contractors for inclusion on a specific contract or standing list of contractors, the Director must use an appropriate form of qualification questionnaire that establishes competencies that are appropriate and necessary for delivery of the contract. ...</p>
<p>5.5 The European Single Procurement Document must be accepted where applicable.</p>	<p>-- New --</p>
<p>5.6 The selection of any potential Supplier to submit a Quotation must be on the basis of a consistent, fair, justifiable and rational method, approved by the Assistant Director for Procurement. Selection Criteria must be transparent and financial ratios to be used as part of the evaluation must be disclosed. When conducting a procurement process which is subject to the EU Procurement Rules, minimum standard and/or pass marks</p>	<p>4.2. ... The selection of any potential Supplier to submit a Quotation must be on the basis of a consistent, fair, justifiable and rational method, approved by the Assistant Director for Procurement. ...</p>

must be published in the relevant OJEU contract notice or invitation to confirm interest.

5.7 Before any self-employed Supplier is awarded a contract, the supplier’s details must be obtained and assessed through the HMRC Employment Status Indicator (ESI) Tool. The results of this should be reported to Corporate Procurement. The Director and Corporate Procurement must agree on the approach to procurement if the assessment suggests that the council faces any risk. Any proposal to engage a self-employed person must be agreed with the Assistant Director for Procurement.

14.1 ... Before any self-employed contractor is awarded a contract, the supplier’s details must be obtained and assessed through the HMRC Employment Status Indicator (ESI) Tool. The results of this should be reported to Corporate Procurement. The Director and Corporate Procurement must agree on the approach to procurement if the assessment suggests that the council faces any risk.

RULE 6 – QUOTATION RECEIPT & EVALUATION

6.1. For Procurements which are valued above £160,000, Suppliers must be required to submit Quotations by electronic means of communication unless the Assistant Director for Procurement agrees otherwise. This must be through the YORTender system unless the Assistant Director for Procurement agrees otherwise.

5.2 Suppliers shall be given the choice of submitting Quotations electronically or in written, paper form. Where they have evidence that there will be no distortion of the market and that no supplier will be unreasonably disadvantaged and the EU Regulations not breached, the Assistant Directors for Procurement, Legal, Governance & Monitoring and Financial Management, Risk, Performance & IT may agree that in respect of a specific quotation or type of quotations only electronic quotes will be accepted.

6.2. All invitations must state clearly the date and time of return. Electronic quotations must be returned in accordance with the approved tendering system requirements. Paper quotations must be returned to:-

5.3 All invitations must state clearly the date and time of return. Electronic quotations must be returned in accordance with the approved tendering system requirements. Paper quotations must be returned to:-

Estimated Value	Returned to
£20,000 to £99,999	Service
£100,000 and above	Assistant Director for Procurement

Estimated Value	Returned to
£20,000 to £99,999	Service
£100,000 and above	Assistant Director for Procurement

<p>6.3. Paper quotations must be returned in a sealed envelope inscribed with the words: "Quotation for" and contain no other wording or marking to identify the sender.</p>	<p>5.4 Paper quotations must be returned in a sealed envelope inscribed with the words: "Quotation for" and contain no other wording or marking to identify the sender.</p>																													
<p>6.4. All of the paper quotations must be kept securely and unopened. If any quotation bears any name or identifying mark of the bidder, this should be removed or obliterated.</p>	<p>5.5 All of the paper quotations must be kept securely, unopened. If any quotation bears any name or identifying mark of the Supplier, this should be removed or obliterated.</p>																													
<p>6.5. All paper and electronic quotations received by the appointed time will be opened at the same time by:</p> <table border="1" data-bbox="96 596 1093 1145"> <thead> <tr> <th></th> <th>Estimated Value</th> <th>Media</th> <th>Representatives (at least)</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>£20,000 to £99,999</td> <td>Paper Only</td> <td>Two Service based officers</td> </tr> <tr> <td rowspan="2">B</td> <td rowspan="2">£20,000 to £99,999</td> <td>Electronic Only</td> <td rowspan="2">One Service representative & One (corporate) Procurement officer</td> </tr> <tr> <td>Paper & Electronic</td> </tr> <tr> <td>C</td> <td>£100,000 and above</td> <td>Any</td> <td>One Financial Management, Risk Performance & IT representative & One (Corporate) Procurement officer</td> </tr> </tbody> </table> <p>A Legal Services Officer can act as substitute for one of the officers in C above.</p>		Estimated Value	Media	Representatives (at least)	A	£20,000 to £99,999	Paper Only	Two Service based officers	B	£20,000 to £99,999	Electronic Only	One Service representative & One (corporate) Procurement officer	Paper & Electronic	C	£100,000 and above	Any	One Financial Management, Risk Performance & IT representative & One (Corporate) Procurement officer	<p>5.6 All paper and electronic quotations received by the appointed time will be opened at the same time by:</p> <table border="1" data-bbox="1135 596 2056 1145"> <thead> <tr> <th>Estimated Value</th> <th>Media</th> <th>Representatives (at least)</th> </tr> </thead> <tbody> <tr> <td>£20,000 to £99,999</td> <td>Paper Only</td> <td>Two service based officers</td> </tr> <tr> <td>£20,000 to £99,999</td> <td>Electronic Only Paper & Electronic</td> <td>One Service representative One (corporate) Procurement officer</td> </tr> <tr> <td>£100,000 and above</td> <td>Any</td> <td>One Financial Management, Risk Performance & IT representative One (Corporate) Procurement officer</td> </tr> </tbody> </table>	Estimated Value	Media	Representatives (at least)	£20,000 to £99,999	Paper Only	Two service based officers	£20,000 to £99,999	Electronic Only Paper & Electronic	One Service representative One (corporate) Procurement officer	£100,000 and above	Any	One Financial Management, Risk Performance & IT representative One (Corporate) Procurement officer
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<p>6.6. The Director (quotations estimated under £100,000) or Assistant Director for Procurement (quotations estimated at £100,000 or over) will maintain a written record of the:-</p>	<p>5.7 The Director (quotations estimated under £100,000) or Assistant Director for Procurement (quotations estimated at £100,000 or over) will maintain a written record of the:-</p>																													

<p>6.6.1. Nature of the Supply</p> <p>6.6.2. Name of each Supplier submitting a Quotation and the date/time of receipt</p> <p>6.6.3. Name of Suppliers failing to submit prices/proposal</p> <p>6.6.4. Prices from each Supplier</p> <p>6.6.5. Names of the persons present at the opening</p> <p>6.6.6. Date and time of opening of Quotations</p> <p>6.6.7. Any reason for rejecting any Quotation</p> <p>Each person present at the opening will initial each paper Quotation document, alongside the submitted price.</p>	<p>1. Nature of the Supply</p> <p>2. Name of each Supplier submitting a Quotation and the date/time of receipt</p> <p>3. Name of Suppliers failing to submit prices/proposal</p> <p>4. Prices from each Supplier</p> <p>5. Names of the persons present at the opening</p> <p>6. Date and time of opening of Quotations</p> <p>7. Any reason for rejecting any Quotation</p> <p>Each person present at the opening will initial each paper Quotation document, alongside the submitted price.</p>
<p>6.7. Late quotations must not be accepted unless the lateness is caused by the Council or other matters reasonably outside of the control of the tenderer AND no unfair advantage is given to the bidder which submits the late Quotation. Any decision to accept a late quotation will be made by the Assistant Director for Procurement following both (a) such verification as he or she feels appropriate and (b) approval by the Assistant Director Financial Management, Risk, Performance & IT. However, deadlines may be extended at any time prior to their arrival so long as this complies with the principle of equal treatment and non-discrimination between tenderers.</p>	<p><u>Late Quotations</u></p> <p>5.9 Where there is evidence of reasonable efforts to submit a paper Quotation on time, it may be accepted when it is late, provided that the other Quotations have not been opened at the time of its delivery and the Supplier has gained no advantage as a consequence of the late submission. Any decision to accept a late quotation will be made by the Assistant Director for Procurement following approval by the Assistant Director Financial Management, Risk, Performance & IT. The Assistant Director for Procurement can, after consultation with the Assistant Director Financial Management, Risk, Performance & IT, agree to accept late electronic quotations where there is evidence of software failure leading to the inability to make an on time submission.</p>
<p>6.8. Suppliers must always be required to submit bids which comply with the tender documents. Variant bids may be permitted providing that the tender documents:</p>	<p><u>Qualified Quotations</u></p> <p>5.10 Suppliers must always be required to submit a compliant Quotation.</p>

<ul style="list-style-type: none"> ○ Say whether a standard or reference bid is also required; ○ Include the minimum requirements to be met by the variants; ○ set award criteria which can be applied to the variants; <p>and the variants which are submitted must conform to the requirements of the tender documents.</p> <p>Quotations which do not comply with the above in this CPR 6.8 may be accepted by the Director, only after approval by the Assistant Director Financial Management, Risk, Performance & IT.</p>	<p>Any variant Quotations which seek to change the Specification or other Contract documentation may be accepted by the Director, only after approval by the Assistant Director Financial Management, Risk, Performance & IT.</p>
<p>6.9. Where information or documentation submitted by a bidder as part of its quotation is or appears to be incomplete or erroneous or unclear, or where specific documents are missing, Directors may request the bidder concerned to submit, supplement, clarify or complete the relevant information or documentation, provided that requests for clarification:</p> <ul style="list-style-type: none"> 6.9.1. Set an appropriate time limit for a reply; 6.9.2. Do not request changes or otherwise seek to influence the bidder; 6.9.3. Treat all tenderers equally and fairly and so, for example, the request: <ul style="list-style-type: none"> 6.9.3.1. Must not occur before all of the bids have been subject to an initial evaluation 6.9.3.2. must not unduly favour or disadvantage the bidder to whom the request is addressed, and 	<p>-- New --</p>

<p>6.9.3.3. must be sent in the same way to all bidders unless there is an objectively verifiable ground justifying different treatment;</p> <p>6.9.4. Deal with all of the matters in the Quotation which are incomplete or erroneous.</p>	
<p>6.10. The Director will carry out an evaluation of the Quotations received against the pre-set Award Criteria (CPR 2.1(11)) and keep a written record of the analysis and outcome.</p>	<p><u>Evaluation</u></p> <p>5.11 The Director will carry out an evaluation of the Quotations received against the pre-set evaluation criteria (CPR 5.1) and keep a written record of the analysis and outcome and will consider the overall financial (and service delivery) impacts on the Council as a whole.</p> <p>5.13 For Quotations of £100,000 or above;</p> <p>a) The Director must carry out a full evaluation of all the relevant factors set out in the specification to determine which tender is successful.</p> <p>b) Detailed records must be retained to evidence the selection made</p> <p>c) The Director will instruct the Assistant Director Legal, Governance & Monitoring to accept the Quotation and issue a contract.</p>
<p>6.11. The use of or participation in e-auctions to set prices is permitted where:</p> <ol style="list-style-type: none"> I. bids can be ranked automatically and II. the mathematical formula to determine the rankings of the bids (or each variant where variants are permitted) is disclosed, and 	<p>10.1 The use of or participation in internet and e-auctions including “dynamic purchasing systems”,) is permitted, with the written agreement of the Assistant Director Financial Management, Risk Performance & IT , and subject to supervision by the Assistant Director for Procurement .</p>

<p>III. the written agreement of the Assistant Director Financial Management, Risk Performance & IT has been given, and</p> <p>IV. the process is subject to supervision by the Assistant Director for Procurement.</p>	
<p>6.12. The Director will require tenderers to explain the price or costs proposed in their tender where tenders appear to be abnormally low.</p>	<p>-- New --</p>
<p>6.13. The Director must ensure that, where required by EU procurement rules, appropriate notices of intention to award a contract to a particular supplier, or group of suppliers, are issued, and the necessary standstill period observed, prior to formal acceptance of the tender. The Assistant Director for Procurement will supervise the production and issuance of the mandatory debrief letters and inform the Assistant Director Legal, Governance & Monitoring that the debrief process has completed satisfactorily prior to formal acceptance of any quotation.</p>	<p>5.14 The Director must ensure that, where required by EU procurement rules , appropriate notices of intention to award a contract to a particular supplier, or group of suppliers, are issued , and the necessary standstill period observed, prior to formal acceptance of the contract. The Assistant Director Legal, Governance & Monitoring must take reasonable steps to satisfy themselves of compliance with this process prior to formal acceptance of any quotation.</p>
<p>6.14. Any complaint or challenge to the procurement process at any stage must immediately be referred to the Assistant Director for Procurement, who must take steps to investigate and (subject to CPR 6.15) take action as necessary, taking guidance from the Assistant Director Legal, Governance & Monitoring and the Assistant Director Financial Management, Risk, Performance & IT.</p>	<p>5.15 Any complaint or challenge to the contract process received at any stage during a procurement process must be immediately referred to the Assistant Director for Procurement, who must take steps to investigate and take action as necessary, taking guidance from the Assistant Director Legal, Governance & Monitoring and the Assistant Director Financial Management, Risk, Performance & IT.</p>
<p>6.15. If a formal complaint is made (e.g. a formal letter before Court action is received or Court or arbitration proceedings are commenced) the Assistant Director Legal, Governance & Monitoring must be informed immediately with full objective disclosure of the facts relating to the issue(s), who will</p>	<p>-- New --</p>

<p>manage the claim. At this stage information exchange should be restricted and Directors must not copy dispute related information to anybody who has not seen it before until the Assistant Director Legal, Governance & Monitoring advises about confidentiality and Legal Privilege.</p>	
<p>RULE 7 – QUICK QUOTE, STANDING LISTS, DYNAMIC PURCHASING SYSTEMS AND FRAMEWORK AGREEMENTS: CREATION AND USAGE</p>	
<p>7.1. The Assistant Director for Procurement will maintain a list of approved central purchasing organisations, purchasing consortia and Council "trading services".</p>	<p>8.4 The Assistant Director for Procurement will maintain a list of approved consortia and Council "trading services".</p>
<p>Quick Quote</p> <p>7.2. Where the YORtender system includes a relevant list of suppliers who can submit a “QuickQuote” through this system, this approach must be used to source contracts for Supplies with a value below £20,000 and which, taken together and with supplies of a similar type, do not aggregate above this figure. The Director remains responsible for ensuring that the supplier selected is appropriate in terms of Suitability.</p>	<p>4.13 Where the YORtender system includes a relevant list of suppliers who can submit a “QuickQuote” through this system, this approach must be used. The Director is responsible for ensuring that the supplier selected is appropriate in terms of fidelity, skill, competence.</p>
<p>Standing Lists</p> <p>7.3. The Assistant Director for Procurement will determine for which types of Supply Council-wide Standing Lists will be kept. The Assistant Director for Procurement will be responsible for creation and maintenance of lists which will be used Council-wide by any Director requiring Supplies of that type.</p>	<p>4.4 The Assistant Director for Procurement will determine for which types of Supply Council-wide Standing Lists will be kept. The Assistant Director for Procurement will be responsible for creation and maintenance of lists which will be used Council-wide by any Director requiring Supplies of that type.</p>

<p>7.4. Standing Lists may be used for Supplies where the aggregated value (in compliance with the EU Procurement Rules) of the Supply in question does not exceed the relevant EU Threshold. Framework Agreement or a Dynamic Purchasing System can be used where the aggregated value exceeds the relevant EU Threshold.</p>	<p>--New --</p>
<p>7.5. Standing Lists will be created by the selection of suppliers to be included from those responding to advertisements placed on at least the YORTender web site, Contracts Finder and one appropriate printed newspaper or journal. Standing Lists will remain valid for five years from creation. During that period the Standing List will remain open to the addition of further suppliers meeting the appropriate admission requirements and will remain advertised on the Council's web site for that time. Standing Lists must be renewed every 5 years.</p>	<p>4.5 Standing Lists will be created by the selection of Suppliers to be included from those responding to advertisements placed on at least the YORTender web site and one appropriate printed newspaper or journal. Standing Lists will remain valid for five years from creation. During that period the list will remain open to the addition of further Suppliers meeting the appropriate admission requirements and will remain advertised on the Council's web site for that time. Lists must be renewed every 5 years.</p>
<p>7.6. Admission to a Standing List should be on the basis of a transparent, rational, justifiable evaluation, of information submitted by prospective Suppliers relating to technical, financial and any other relevant matters determined by the Assistant Director for Procurement.</p>	<p>4.6 Admission to the list should be on the basis of a transparent, rational, justifiable evaluation, of information submitted by prospective Suppliers relating to technical, financial and another relevant matters determined by the Assistant Director for Procurement. A written record of the evaluation of each prospective Supplier should be kept.</p>
<p>7.7. The Assistant Director for Procurement (in consultation with the Assistant Director Legal, Governance & Monitoring) may delete a supplier from a Standing List only where there is appropriate evidence and a written report justifying the action.</p>	<p>4.7 The Assistant Director for Procurement (in consultation with the Assistant Director Legal, Governance & Monitoring) may delete a Supplier from a Standing List only where there is appropriate written evidence justifying the action.</p>
<p>7.8. If there are insufficient suppliers on a Standing List, or too few are willing to submit Quotations, to meet the CPR's quotation</p>	<p>4.8 If there are insufficient Suppliers on a Standing List, or too few are willing to submit Quotations, (i.e. less than the numbers set out in</p>

<p>requirements potential Suppliers must be sought as if a Standing List is not maintained.</p>	<p>4.2) prospective suppliers for contracts exceeding £100,000 (works), £20,000 (goods and services) must be selected in accordance with CPR 4.9 to 4.10 as if a Standing List is not maintained.</p>
<p>7.9. Each Director must establish and advertise a set of fair, proportionate and transparent rules that reflect these CPRs which set out how Supplies will be procured through each Standing List which they are responsible for.</p>	<p>4.10 Considering both the identified and YORTender notified Suppliers, the Director will decide if:</p> <ul style="list-style-type: none"> (a) All respondents are to be invited to submit a Quotation, or (b) All respondents are subject to an equitable system of evaluation to select the most appropriate Suppliers to submit quotations
<p>Council Framework Agreements and Dynamic Purchasing Systems</p> <p>7.10. Framework Agreements and Dynamic Purchasing Systems which are compliant with the EU Procurement Rules may be used to source contracts for appropriate types of Supplies. However they must not be used to attempt to create further Framework Agreements or Dynamic Purchasing Systems.</p>	<p>-- New --</p>
<p>7.11. Framework Suppliers will be chosen by a competitive process in accordance with these rules as if they were a Supply contract (but must not be procured through a standing list, another framework agreement or a Dynamic purchasing system) and in accordance with the EU Procurement Rules</p>	<p>6.2 Framework Suppliers will be chosen by a competitive process in accordance with these rules, and be subject to advice from the Assistant Director for Procurement, Assistant Director Financial Management, Risk, Performance & IT and the Assistant Director Legal, Governance & Monitoring</p>
<p>7.12. All Framework Agreements will be in the form of a written contract detailing the method by which the Council will call off Supplies during the duration of the Framework Agreement and stating that there will be no obligation to order any</p>	<p>6.3 All Framework Agreements will be in the form of a Framework Contract detailing the method by which the Council will call off Supplies during the duration of the contract and stating that there will be no obligation to order any Supplies of any type from a</p>

Supplies of any type from a Framework Supplier.	Supplier.
7.13. Framework Agreements above the EU Threshold must be closed to new entrants and must not last longer than 4 years without this being justified in a written assessment of the exceptional factors present and the approval of the Assistant Director for Procurement.	-- New --
7.14. Contracts created through Framework Agreements must not be greater than 4 years in duration without being justified in a written assessment of the exceptional factors present and the approval of the Assistant Director for Procurement.	-- New --
<p>7.15. Dynamic Purchasing Systems must :</p> <p>7.15.1. be set up by an advertised competitive process which is approved by the Assistant Director for Procurement; and</p> <p>7.15.2. remain advertised; and</p> <p>7.15.3. not limit the number of suppliers admitted to the system (but the system may be split into categories); and</p> <p>7.15.4. be set up with clear operative rules which involve obtaining quotations from all suppliers on the system, or on the relevant category on the system, as appropriate; and</p> <p>7.15.5. be operated wholly electronically; and</p> <p>7.15.6. be open to new entrants; and</p> <p>7.15.7. not last longer than 5 years.</p>	-- New --
7.16. When using Framework Agreements or Dynamic Purchasing Systems, the Council must follow the procurement rules set out in the Framework Agreement or the Dynamic Purchasing System.	8.2 When using the Framework Contract, the Council must follow the procurement rules established in the Framework Contract.
7.17. The Assistant Director for Procurement will ensure that the	6.4 The Assistant Director for Procurement will ensure that the use of

<p>use of Framework Suppliers and Dynamic Purchasing Systems provide value for money, considering all procurement costs and alternative approaches.</p>	<p>framework suppliers provides value for money, considering all procurement costs and alternative approaches.</p>
<p>7.18. The Assistant Director for Procurement will maintain a list of all approved Framework Agreements and Dynamic Purchasing Systems (noting which of these comply with the EU Procurement Rules) which Directors are permitted to use.</p>	<p>6.5 The Assistant Director for Procurement will maintain a list of all Framework Supplier arrangements.</p>
<p>Use of Third Party Procurement Facilities</p> <p>7.19. Supplies may be obtained through third party Frameworks Agreements that:</p> <p>7.19.1. Are created by a public body or a private sector party as agent of a public sector body which is approved by the Assistant Director for Procurement (see also CPR 7.1);</p> <p>7.19.2. Have valid mechanisms that exist to enable the Council to use the Framework Agreement ((including appropriate transparent referencing in the procurement documents and inclusion in the framework call of conditions);</p> <p>7.19.3. Comply with the Council’s Contract Procedure Rules, or in the opinion of the Director of Resources rules which are broadly comparable;</p> <p>7.19.4. Are included in the CPR 7.18 approved list (and if the supply is above the EU Threshold is noted in the list as being compliant with the EU Procurement Rules);</p>	<p>8.1 Supplies may be obtained from third party contracts and Frameworks Contracts that;</p> <p>(1) Are created by a public body or a private sector party as agent of a public sector body.</p> <p>(2) Have valid mechanisms that exist to enable the Council to use the contract.</p> <p>(3) Comply with the Council’s Contract Procedure Rules, or in the opinion of the Director of Resources rules which are broadly comparable.</p> <p>(4) Have been procured in accordance with procurement law.</p>

<p>7.19.5. Where the EU procurement Rules apply, the procurement will not take the use of the framework more than 10% over the framework's advertised value.</p>	
<p>RULE 8 – EXCEPTIONS FROM COMPETITION</p>	
<p>8.1 Subject to compliance with the EU Procurement Rules the following are exempted from the competitive requirements of these CPR⁵:</p>	<p><There are substantial restrictions on the use of exceptions to competition where EU Procurement Rules apply></p> <p>7.1 The following are exempted from the competitive requirements:</p>
<p>Remains in FPRs</p>	<p>c) Grants awarded by the Council in accordance with an approved scheme.</p>
<p>8.1.1 Education or social care to meet an individual client need, requiring specialist provision, or necessary to accord with the Council's statutory obligations.</p>	<p>b) Education or social care to meet an individual client need, requiring specialist provision, or necessary to accord with the Council's statutory obligations.</p>
<p>8.1.2 Where there is genuinely only one potential Supplier, such as for works of art and copyrighted material or unique technology, where no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement.</p>	<p>a) Named products needed to be compatible with an existing installation, and available from only one Supplier.</p> <p>d) The commissioning or purchase of a work of art or similar.</p> <p>e) Unique or specialist Supplies available from only one Supplier.(this exception does not automatically justify the purchase of branded supplies).</p>

⁵ When the EU Procurement Rules apply, these exemptions may not be permitted (Directors must check this)

8.1.3 Items purchased or sold by public auction (in accordance with arrangements agreed by the Assistant Director Financial Management, Risk, Performance & IT)	f) Items purchased or sold by public auction (in accordance with arrangements agreed by the Assistant Director Financial Management, Risk, Performance & IT).
8.1.4 The selection of a supplier whose usage is a condition of a grant funding approval.	g) The selection of a Supplier whose usage is a condition of a grant funding approval.
8.1.5 The selection of a supplier on the instruction of a third party, providing the whole of the funding is met by the third party	l) The selection of a Supplier on the instruction of a third party, providing the whole of the funding is met by the third party.
8.1.6 Where the Assistant Director for Procurement agrees that for the purposes of standardisation, or otherwise, the Council will obtain particular Supplies from named Suppliers, selected following a process compliant with these CPRs.	h) Where the Assistant Director for Procurement agrees that for the purposes of standardisation, or otherwise, the Council will obtain particular Supplies from named Suppliers, selected following a process compliant with these CPRs.
8.1.7 Where the Assistant Director for Procurement does not believe that genuine competition can be obtained.	i) Where the Assistant Director for Procurement does not believe that genuine competition can be obtained.
8.1.8 Counsel or other external legal advice, provided that the Assistant Director Legal, Governance & Monitoring takes steps to ensure that value for money is being obtained.	j) Counsel, provided that the Assistant Director Legal, Governance & Monitoring takes steps to ensure that value for money is being obtained.
8.1.9 A necessary Supply required extremely urgently, not due to any action or inaction of the Council, with the prior agreement of the Assistant Director Financial Management, Risk Performance & IT.	k) A Supply required so urgently, (not due to any action, or inaction of the Council) and preventing compliance with these CPRs, with the prior agreement of the Assistant Director Financial Management, Risk Performance & IT.
8.1.10 Direct award from an approved (see CPR 7.18) Framework Agreement which has validly been set up to be called off on a non-	-- New --

<p>competitive basis or has less than the required number of Suppliers and which was set up in accordance with the requirements of these CPR and the EU Procurement Rules.</p>	
<p>The Director must make a written record of the justification for the selection of the Supplier. The Director must obtain the approval of the Assistant Director for Procurement before exercising the decision to apply an exception in respect of a supply valued in excess of £100,000.</p>	<p>7.2 The Director must make a written record of the justification for the selection of the Supplier. The Director must obtain the approval of the Assistant Director for Procurement before exercising the decision to apply an exception in respect of a supply valued in excess of £100,000.</p>
<p>8.2 Trial Purchases: Directors may purchase a trial of a Supply which is new to the Council up to £100,000, to ascertain if the Supply is of interest to the Council, without competition. Where an exception to competition in CPR 8.1 does not apply, a full competition compliant with the CPR must be held following the trial if the Director wishes to continue with the type of Supply. Arrangements must be made to ensure that the supplier involved in the trial has not acquired any advantage through that involvement when compared to any alternative suppliers of a similar product. The Assistant Director for Procurement must approve any proposed trial arrangement exceeding £20,000.</p>	<p>7.3 Trial Purchases. Directors may consider the use of unique supplies, services or works, and accept them for trial activity up to £100,000, to ascertain if the item is of interest to the Council, without competition. Where there are alternative products having the same or similar potential outcomes, then following the acceptance of the concept demonstrated by the trial, a full competition compliant with CPR 5 must be held. Arrangements must be made to ensure that the supplier involved in the trial has not acquired any advantage through that involvement when compared to any alternative suppliers of a similar product. Corporate procurement must approve any proposed trial arrangement exceeding £20,000</p>
<p>< There are substantial restrictions on the use of negotiated contracts where EU Procurement Rules apply></p> <p>NEGOTIATED CONTRACTS</p>	<p>< There are substantial restrictions on the use of negotiated contracts where EU Procurement Rules apply></p> <p><u>Occasions for Use</u></p>
<p>8.3 The Director and Assistant Director for Procurement may decide that;</p> <p>8.3.1 the usual arrangements for Supply are inappropriate and a</p>	<p>9.1 There may be occasions where;</p> <p>(a) The Director and Assistant Director for Procurement agree</p>

<p>Supply may be negotiated with a particular supplier.</p>	<p>that the usual arrangements for Supply are inappropriate and a Supply may be negotiated with a particular Supplier.</p>
<p>8.3.2 Following receipt of Quotations for the Supply, it is appropriate to seek to reduce the overall cost, or change other terms of the Supply by negotiation with one or more suppliers which have submitted Quotations.</p>	<p>(b) Following receipt of Quotations for the Supply the Director and the Assistant Director for Procurement agree that it is appropriate to seek to reduce the overall cost, or change other terms of the Supply by negotiation with one or more Suppliers which have submitted Quotations.</p>
<p>8.3.3 It is appropriate to negotiate a repeat, continuation or serial contract with an existing Supplier, by reference to the original Quotation for the Supply.</p>	<p>(c) It is appropriate for the Director and Assistant Director for Procurement to agree to the negotiation of a repeat, continuation or serial contract with an existing Supplier, by reference to the original Quotation for the Supply.</p>
<p>8.3.4 The use of another local authority as a supplier of services by its own labour or as a procurement agent acting on behalf of the council without competition is appropriate (although subject to EU Procurement Rules and compliance with these CPRs).</p>	<p>8.5 The Assistant Director for Procurement may permit the use of another local authority as a supplier of services by its own labour or as a procurement agent acting on behalf of the council without competition (although subject to EU procurement rules and compliance with these CPRs).</p>
<p>Note in the above, in order to achieve internal check, the Assistant Director for Procurement alone cannot reach such decisions. Where the Assistant Director for Procurement is making a decision in relation to a Procurement exercise by his or her own Director, there must be consultation with the Assistant Director Financial Management, Risk Performance & IT.</p>	<p>Note in the above, in order to achieve internal check, the Assistant Director for Procurement alone cannot reach such decisions. Where the Assistant Director for Procurement is acting in the capacity also as Director, there must be consultation with the Assistant Director Financial Management, Risk Performance & IT.</p>
<p>8.4 Verbal negotiation must be undertaken by at least two Council Officers at least one of whom must be independent of the process and approved by (or included on a list of negotiators kept by) the Assistant Director for</p>	<p><u>Process</u></p> <p>9.2 Verbal negotiation must be undertaken by at least two Council</p>

<p>Procurement.</p>	<p>Officers at least one of whom must be independent of the process and approved by (or included on a list of negotiators kept by) the Assistant Director for Procurement...</p>
<p>8.5 Written negotiation must be subject to evidenced independent check of process, calculation and overall value for money.</p>	<p>9.2 ... Written negotiation must be subject to evidenced independent check of process, calculation and overall value for money.</p>
<p>8.6 For any contract valued at above £100,000 the Director must obtain the approval of the Assistant Director Financial Management, Risk Performance & IT of the proposed terms of the negotiated Supply including its cost and the reason for choice before the contract is entered into.</p>	<p><u>Award</u></p> <p>9.4 When the terms for a negotiated Supply have been provisionally agreed the Director may accept it if the value is below £100,000 and issue an Official Council Order and or appropriate documentation to the Supplier. Above this amount, the Director must advise the Assistant Director Financial Management, Risk Performance & IT of the proposed terms of the negotiated Supply including its cost and the reason for choice. When the Assistant Director Financial Management, Risk, Performance & IT indicates that he is satisfied with the arrangement, the Director may then instruct the Assistant Director Legal, Governance & Monitoring to accept the arrangement and issue a contract.</p>
<p><u>Legal Issues</u></p> <p>8.7 The Assistant Director Legal, Governance & Monitoring must be consulted in advance of any negotiation in respect of any contract estimated to exceed £100,000 (except those in relation to Land where the Assistant Director for Corporate Property Management should be consulted irrespective of value).</p>	<p><u>Legal Issues</u></p> <p>9.3 The Assistant Director Legal, Governance & Monitoring must be consulted in advance of any negotiation in respect of any contract estimated to exceed £100,000 (except those in relation to Land Assets where the Assistant Director for Corporate Property Management should be consulted irrespective of value).</p>
<p>8.8 Before a decision pursuant to CPRs 8.1 to 8.3 is made, the Assistant</p>	<p>4.11 In some circumstances, the Assistant Director for Procurement may</p>

<p>Director for Procurement will determine whether the likely level of interest from suppliers based in other EU Member States is sufficiently low so that the EU Procurement Rules do not require the Procurement to be advertised.</p>	<p>determine that it is not necessary for procurements of value below £100,000 to be advertised where it appears unlikely that there will be interest from suppliers based in other EU Member States.</p>
<p>8.9 Before a decision pursuant to CPRs 8.1 to 8.3 is made, the Assistant Director for Procurement will decide whether the purchase is likely to be on terms which would be acceptable to a private buyer operating under normal market economy conditions. If the Assistant Director for Procurement does not think that this is likely to be achieved, he/she must consult with the Assistant Director Legal, Governance & Monitoring about the possibility of state aid before approving the exemption from competition.</p>	<p>-- New --</p>
<p>MANDATORY SUPPLIERS</p> <p>8.10 In respect of defined categories of goods, works and services the Assistant Director for Procurement may determine (following a fair competitive process which, as necessary, complies with the EU Procurement Rules or which eliminates the possibility of state aid) that the use of one (or more) Suppliers is compulsory.</p>	<p>8.3 In respect of defined categories of goods, works and services the Assistant Director for Procurement may determine (following a competitive process) that the use of one (or more) Suppliers is compulsory.</p>
<p>8.11 The Assistant Director for Procurement may also determine that Supplies of a particular type are to be obtained from Suppliers via a Framework Agreement or a Dynamic Purchasing System, and the standards to be established in the Framework Agreement contracts.</p>	<p>6.1 The Assistant Director for Procurement may determine that Supplies of a particular type are to be obtained from Suppliers via a Framework Agreement, and the standards to be established in the Framework Agreement contracts. One or more Framework Suppliers may be selected for any type of Supply.</p>

<p>8.12 Supplies must be obtained from internal Council Services (which are capable of supplying them directly) without competition except:</p> <p>8.12.1 Where Cabinet has determined that Supplies of a particular kind will be subject to a competitive process;</p> <p>8.12.2 In respect of the outsourcing of an activity having a value below £100,000;</p> <p>8.12.3 In respect of services provided within schools;</p> <p>8.12.4 In respect of ad hoc services for the design and construction of buildings or parts of buildings.</p>	<p>8.6 Supplies must be obtained from internal Council Services (which are capable of supplying them directly) without competition except where the Council has determined that Supplies of a particular kind will be subject to a competitive process.</p> <p>8.7 Directors may agree outsourcing of an activity having a value below £100,000. Any decision to outsource an activity of a type that is currently delivered by a Council Service exceeding £100,000 per annum in value must be approved by Cabinet. This does not apply to services provided in schools or to individual construction or design tasks awarded on an ad hoc basis.</p>
<p>RULE 9 - RECORD KEEPING AND REPORTING.</p>	
<p>9.1 Directors must keep detailed written records of the progress of all procurement or disposal procedures (including negotiation).</p> <p>To that end, Directors must ensure that they keep sufficient documentation to justify decisions taken in all stages of the procedure, such as documentation on —</p> <p>9.1.1 communications with economic operators and internal deliberations,</p> <p>9.1.2 preparation of the procurement or sale documents,</p> <p>9.1.3 any dialogue or negotiation,</p> <p>9.1.4 supplier vetting and</p> <p>9.1.5 reasons for award of the contract.</p> <p>The documentation must be kept for a period of at least 3 years from the date of award of the contract.</p>	<p>11.1 Directors must keep detailed written records of all stages and all actions taken in reaching conclusions leading to the selection of a particular Supplier or Disposal of an Asset.</p> <p>5.12 If the amount of the Quotation proposed for acceptance is below £100,000, the Director must carry out any evaluation indicated by the specification, and use this to create a record demonstrating the reason for the choice.</p> <p>1.2 Directors must ensure... (b) That records be kept to justify all decisions taken;</p>
<p>9.2 A full trail of electronic quotations received must be recorded in YORTender or retained in a database approved by the Assistant Director Financial Management, Risk Performance & IT.</p>	<p>5.8 Notwithstanding 5.7, a full trail of electronic quotations received must be recorded or retained in a database approved by the Assistant Director Financial Management, Risk Performance & IT.</p>

	E-mail quotations (other than by the use of YORtender) are not permitted, except where approved by the Assistant Director for Procurement.
9.3 All contracts over £5,000 must be reported to the Assistant Director for Procurement who will arrange to publish these transactions on the statutory contracts register (also see Appendix 3).	11.2 All contracts over £5,000 must be reported to Corporate Procurement who will arrange to publish these transaction on the statutory contracts register
9.4 A report must be made at the end of each procurement process which is subject the EU Procurement Rules on the Council's standard 'Regulation 84 Report' template.	-- New --
9.5 Each Director must promptly provide to the Assistant Director for Procurement the information specified in Appendix 3.	<p>11.4 All Directors must supply all necessary information promptly to enable compliance with the Council's obligations under legislation and regulation to publish data about its contractual arrangements and payments.</p> <p>11.3 Each Director must provide to the Assistant Director for Procurement, when requested:-</p> <ul style="list-style-type: none"> (a) Details of all contracts awarded for Supplies of £100,000 or above following a competitive process including the name of the Supplier, and amount of the Quotation and if the chosen supplier was not the cheapest, then the same information in relation to unsuccessful Suppliers, and the reason why the successful Supplier was chosen. (b) Details of all contracts awarded for Supplies of £100,000 or above, which result from negotiation including the reason for negotiation and the name of the successful Supplier and value of the contract. (c) Details of all contracts awarded for supplies of £20,000 or above which a Director considered to be exempt from the competitive requirements by virtue of CPR 7.1, including the

	reason for the exemption.
9.6 The Assistant Director for Procurement must ensure that the appropriate publications are made to comply with the Local Government Transparency Requirements (and each Director will notify the Assistant Director for Procurement of all grants and any expenditure above £500; also see CPR 9.3 above).	-- New --
9.7 The Director must keep a written record of the reasons for using a negotiated procedure	9.5 The Director must keep a written record of the reasons for using a negotiated procedure, the methodology and outcomes of the negotiation
RULE 10 - INCOME CONTRACTS (INCLUDING NIL VALUE AND DISPOSAL CONTRACTS)	
<p>10.1. This CPR 10 applies when the council intends to derive income from</p> <p>10.1.1. The disposal of property (other than Land);</p> <p>10.1.2. The sale of a right to exploit a business opportunity;</p> <p>10.1.3. The operation of business activity (including concessions).</p> <p>CPR 10 does not apply to Land (See CPR 11).</p>	<p>12.1 These CPRs apply when the council intends to derive income from</p> <p>(a) The disposal of an asset (other than land or property (see CPR13);</p> <p>(b) The sale of a right to exploit a business opportunity;</p> <p>(c) The operation of business activity, beyond that normally undertaken by a local authority.</p>
<p><u>The disposal of an asset</u></p> <p>10.2. The procedure for the Disposal of assets is;</p> <p>10.2.1. Assets valued at below £200 may be disposed of by any means.</p> <p>10.2.2. Assets valued at between £200 and up to £20,000 must be disposed of by a method chosen by the Director and a written justification of the choice retained.</p>	<p>12.2 <u>The disposal of an asset</u></p> <p>The procedure for the Disposal of Non-Land Assets is;</p> <p>(a) Assets valued at below £200 may be disposed of by any means.</p> <p>(b) Assets valued at between £200 and up to £20,000 must be</p>

<p>10.2.3. Assets valued above £20,000 must be disposed of following public notice either by open quotation process, closed quotation process involving at least 3 prospective purchasers or public auction. The use of the Council web site is permissible for this purpose.</p> <p>Leased assets must be disposed of only in accordance with the instruction of the lessor.</p>	<p>disposed of by a method chosen by the Director and a written justification of the choice retained.</p> <p>(c) Assets valued above £20,000 must be disposed of following public notice either by open quotation process, closed quotation process involving at least 3 prospective purchasers or public auction. The use of the Council web site is permissible for this purpose.</p> <p>Leased assets (other than Land Assets) must be disposed of only in accordance with the instruction of the lessor.</p>
<p><u>The sale of a right to exploit a business opportunity</u></p> <p>10.3. The letting of a contract for rights to exploit a business opportunity must only take place following a competitive selection process. (For these purposes the value shown is the gross income generated by the Council or by the concessionaire as a result of the rights or franchise granted by the council).</p>	<p>12.3 <u>The sale of a right to exploit a business opportunity</u></p> <p>(a) The letting of a contract for rights to exploit a business opportunity must only take place following a competitive selection process. (For these purposes the value shown are the gross income generated by the Council or by the concessionaire as a result of the rights or franchise granted by the council).</p>
<p>10.4. An arrangement that will not generate income in excess of £20,000 over the duration of the contract will be subject to a process arranged and undertaken by the Director responsible for the activity.</p>	<p>(b) An arrangement that will not generate income in excess of £20,000 over the duration of the contract will be subject to a process arranged and undertaken by the Director responsible for the activity.</p>
<p>10.5. The Assistant Director for Procurement must supervise the tendering of any arrangement expected to generate income in excess of £20,000.</p>	<p>(c) The Assistant Director for Procurement must supervise the tendering of any arrangement expected to generate income in excess of £20,000,</p>

<p>10.6. Where an income contract is below £100,000 the Director or Assistant Director for Procurement (as appropriate) must set up the appropriate contractual arrangement.</p>	<p>(d) Where an income contract is below £100,000 the Director or Assistant Director for Procurement (as appropriate) must set up the appropriate contractual arrangement.</p>
<p>10.7. The Assistant Director Legal Governance & Monitoring must issue any income contract valued at £100,000 or more.</p>	<p>(e) The Assistant Director Legal Governance & Monitoring must issue any income contract valued at £100,000 or more.</p>
<p>10.8. Public Concession Contracts above £4,104,000 are subject to the Public Concessions Regulations 2016 and will be subject to a process to be determined by the Assistant Director for Procurement which complies with these Regulations.</p>	<p>-- New --</p>
<p><u>The operation of business activity, beyond that normally undertaken by a local authority.</u></p> <p>10.9. If the income from an Income Contract (Traded service) is intended to be or become profitable or be commercial in nature, advice must be obtained from the Assistant Director Legal Governance & Monitoring.</p>	<p>12.4 <u>The operation of business activity, beyond that normally undertaken by a local authority.</u></p> <p>(a) If the income from an Income Contract (Traded service) is intended to be or become profitable or be commercial in nature, advice must be obtained from the Assistant Director Legal Governance & Monitoring.</p>
<p>10.10. If an Income Contract has any potential to distort the relevant market (e.g. service provision at below market rate costs) advice must be obtained from the Assistant Director Legal Governance & Monitoring.</p>	<p>12.4 (b) If an Income Contract (Traded service) has any potential to distort the relevant market (service provision at below market rate costs) advice must be obtained from the Assistant Director Legal Governance & Monitoring.</p>
<p>RULE 11 - LAND</p> <p>11.1 Procurement of Land will generally be by the means described in this CPR 11. The Assistant Director for Corporate Property Management must be consulted in respect of all Land transactions of any value except where the Assistant Director Legal Governance & Monitoring authorises other</p>	<p>[13] LAND ASSETS</p> <p>13.1 Procurement of Land Assets will generally be by the means described in this rule. The Assistant Director for Corporate Property Management must be consulted in respect of all Land Assets transactions of any value except where the Assistant Director Legal</p>

nominated officers to deal with tenancies or licences for specific purposes.

11.2 The Assistant Director for Corporate Property Management (and any other Director authorised so to do) will arrange the acquisition or disposal of estates or interests in land (including any buildings erected on it) either pursuant to the authority delegated to him by a Director in accordance with Part 3 (Section F) of the Constitution or, in the case of a decision made by Cabinet then in accordance with the authority delegated to him from the Cabinet.

11.3 Where any proposed land transaction cannot be executed within the terms established in this rule, arrangements must be agreed between the Assistant Director for Corporate Property Management and the Assistant Director Legal, Governance & Monitoring, and details of the process leading to the transaction must be recorded, and the circumstances reported to Cabinet either for information, if falling within the delegated authority of officers, or in order to secure the relevant authority to give effect to the transaction.

11.4 Where Land Assets are sold at a public auction, the Assistant Director for Corporate Property Management must submit a sealed reserve price (prepared by a qualified valuer on a professional basis) for consideration alongside the bids submitted or made. If a successful bid is less than the reserve price then the Assistant Director for Corporate Property Management may accept a lower bid provided that such lower bid is not less than 10% below the professional valuation of the reserve price.

Governance & Monitoring authorises other nominated officers to deal with tenancies or licences for specific purposes.

13.2 The Assistant Director for Corporate Property Management (and any other Director authorised so to do) will arrange the acquisition or disposal of estates or interests in land (including any buildings erected on it) either pursuant to the authority delegated to him by a Director in accordance with Part 3 (Section F) of the Constitution or, in the case of a decision made by Cabinet then in accordance with the authority delegated to him from the Cabinet.

13.3 Where any proposed land transaction cannot be executed within the terms established in this rule, arrangements must be agreed between the Assistant Director for Corporate Property Management and the Assistant Director Legal, Governance & Monitoring, and details of the process leading to the transaction must be recorded, and the circumstances reported to Cabinet either for information, if falling within the delegated authority of officers, or in order to secure the relevant authority to give effect to the transaction.

13.4 Where Land Assets are sold at a public auction, the Assistant Director for Corporate Property Management must submit a sealed reserve price (prepared by a qualified valuer on a professional basis) for consideration alongside the bids submitted or made. If a successful bid is less than the reserve price then the Assistant Director for Corporate Property Management may accept a lower bid provided that such lower bid is not less than 10% below the professional valuation of the reserve price.

RULE 12 – EXECUTING CONTRACTS

<p>SUPPLIES</p> <p>12.1. A contract may only be awarded where the Director has sufficient approved budget to meet the first year costs and is satisfied that there is likely to be sufficient ongoing funding to meet the contractual cost through the anticipated life of the contract.</p>	<p>1.4 A contract may only be awarded where the Director has sufficient approved budget to meet the costs. For revenue contracts for services the Director must be satisfied that there is likely to be sufficient ongoing funding to meet the contractual cost through the anticipated life of the contract.</p>
<p>12.2. Contracts for all Supplies up to and including £100,000 must be in writing and can be made by the Director either:-</p> <p>12.2.1. By issuing the order through the Council’s electronic purchasing system (currently SAP) and incorporating the correct standard terms; or</p> <p>12.2.2. By issuing (electronically or on paper) contract terms which the Director has assessed as being appropriate both in terms of suitability and risk.</p> <p>If the Director and Assistant Director Legal, Governance & Monitoring decides that it is appropriate for the contract to be sealed (or if it is required by law), the contract will be executed by the Assistant Director Legal, Governance & Monitoring.</p> <p>The Assistant Director for Procurement must ensure that the Councils electronic procurement systems are set up so that the most appropriate Official Council Order are available to be attached to the supply being purchased.</p>	<p><u>Award</u></p> <p>5.12 If the amount of the Quotation proposed for acceptance is below £100,000, the Director must carry out any evaluation indicated by the specification, and use this to create a record demonstrating the reason for the choice. The Director may accept any Quotation by issue of an official electronic order that sets out the nature of the items to be supplied, and linked to the specified activity and quotation. There must be compliance with paragraph 5.16</p> <p>14.1 The procurement of all Supplies (and the provision of Supplies to outside bodies) up to £100,000 can be made by the Director or officers authorised by the Director either:-</p> <p>(a) By the issue of an official electronic Council order; or</p> <p>(b) By the issuing of a written paper official Council order; or</p> <p>(c) In accordance with other procurement arrangements agreed with the Assistant Director for Procurement; or</p>

	<p>(d) By a contract approved by the Assistant Director Legal, Governance & Monitoring.</p> <p>If the Director and Assistant Director Legal, Governance & Monitoring agree that it is appropriate for the contract to be sealed (or if it is required by law), the contract will be executed by the Assistant Director Legal, Governance & Monitoring .</p> <p>The Assistant Director for Procurement must ensure that the Councils electronic procurement systems are set up so that the most appropriate Official Council Order is automatically attached to the supply being purchased.</p> <p>14.5 In respect of any contract for Supplies valued at less than £100,000:</p> <p>a) An electronic official order must be used wherever possible, but where a supplier will accept an order only on their own standard terms, the Director must be satisfied as regards those terms, or seek the guidance of the Assistant Director Legal, Governance & Monitoring.</p> <p>b) Where a Director believes that the wording of an Official Council Order may be inappropriate they must consult the Assistant Director Legal, Governance & Monitoring.</p>
<p>12.3. Contracts for all Supplies above £100,000 must be in writing, issued by the Assistant Director Legal, Governance & Monitoring.</p>	<p>14.2 The procurement of all Supplies (and the provision of Supplies to outside bodies) of £100,000 and above must be made by a contract, in writing, issued by the Assistant Director Legal, Governance & Monitoring.</p>

<p>Every contract for Supplies (which includes call-offs from Framework Agreements and Dynamic Purchasing Systems) and every Framework Agreement with an estimated value of more than £100,000 must be in writing and must (subject to CPR 12.4) be either:-</p> <p>(a) Made under the corporate common seal of the Council, attested by one legal officer, or</p> <p>(b) Signed by two legal officers</p> <p>who have been nominated as contract signatories by the Assistant Director Legal, Governance & Monitoring under her Scheme of Officer Delegations.</p>	<p>Every contract for the procurement of Supplies (which includes call-offs from Framework Agreements entered into by this Council and on its behalf by procurement bodies such as Yorkshire Purchasing Organisation) and every Framework Contract with an estimated value of £100,000 or more must be either:-</p> <p>(a) Made under the corporate common seal of the Council, attested by one officer</p> <p>or</p> <p>(b) Signed by two legal officers</p> <p>who have been nominated by the Assistant Director Legal, Governance & Monitoring; except where clause 14.4 below applies.</p>
<p>12.4. Notwithstanding CPR 12.3, the Assistant Director Legal, Governance & Monitoring may authorise officers who are not Legal Officers to sign specific or specialist contracts for Supplies of above £100,000. Two authorised officers must sign each such contract.</p>	<p>14.4 The Assistant Director Legal, Governance & Monitoring may authorise other nominated officers to sign specific or specialist contracts for Supplies of £100,000 or above. Two authorised officers must sign each such contract.</p>
<p>LAND</p> <p>12.5. The Assistant Director Legal, Governance & Monitoring will complete all land transactions, including acquisition or disposal by way of freehold or leasehold purchase or sale or the taking or granting of all short or long term leases or tenancies (with the exception of the granting of tenancies for housing and</p>	<p>14.6 The Assistant Director Legal, Governance & Monitoring will complete all land transactions, including acquisition or disposal by way of freehold or leasehold purchase or sale or the taking or granting of all short or long term leases or tenancies (with the exception of the granting of tenancies for housing and associated properties for rent which is delegated to Kirklees Neighbourhood Housing Ltd) and other</p>

<p>associated properties for rent which is delegated to Kirklees Neighbourhood Housing Ltd) and other deeds and documents associated with Land. The Assistant Director Legal, Governance & Monitoring may nominate other officers to enter into Land commitments and arrangements using documentation previously approved by the Assistant Director Legal, Governance & Monitoring.</p>	<p>deeds and documents associated with Land Assets. The Assistant Director Legal, Governance & Monitoring may nominate other officers to enter into Land Assets commitments and arrangements using documentation previously approved by the Assistant Director Legal, Governance & Monitoring.</p>
<p>12.6. Any contract for the sale or acquisition of, or any other deed or document relating to, Land must either be signed by, or have the corporate common seal affixed in the presence of, the Assistant Director Legal Governance & Monitoring (or by a legal officer nominated by him or her).</p> <p>Additionally, the Assistant Director Legal Governance & Monitoring may authorise other nominated officers to be authorised signatories to tenancies or licences for specific purposes as referred to in CPR11.1.</p>	<p>14.7 Any contract for the sale or acquisition of, or any other deed or document relating to, Land Assets must either be ;</p> <p>a) Signed by : or b) Have the corporate common seal affixed</p> <p>in the presence of the Assistant Director Legal Governance & Monitoring; (or by a legal officer nominated by him or her).</p> <p>Additionally, the Assistant Director Legal Governance & Monitoring may authorise other nominated officers to be authorised signatories to tenancies or licences for specific purposes as referred to in CPR13.1.</p>
<p>GENERAL</p> <p>12.7. The Assistant Director Legal, Governance & Monitoring is entitled to sign any agreement in any way related to Procurement or the sale of any item, services or works or any security instrument (regardless of whether another Director or the Chief Executive</p>	<p>14.11 The Assistant Director Legal, Governance & Monitoring is entitled to sign any agreement related to the procurement or sale of any item, services or works, which is not covered by these CPRs, or any other Council or Cabinet delegation provided that these are not subject to any contrary direction from the Council or Cabinet.</p>

<p>may sign such things), provided that this is not subject to any contrary direction from the Council or Cabinet.</p>	
<p>RULE 13 – VARIATION AND TERMINATION OF CONTRACTS AND RELEASE OF BONDS</p>	
<p>13.1. A Director may terminate any contract strictly in accordance with any contractual provision which allows for termination without fault, but with prior consultation with the Assistant Director for Procurement if alternative Supplies would be required.</p>	<p>-- New --</p>
<p>13.2. A Director, in consultation with the Assistant Director Legal, Governance & Monitoring, has the power to terminate any contract in the event of any breach of contract justifying termination, where in the opinion of these officers no other remedy is appropriate. Where the financial implications of a decision to terminate a contract exceed, or may exceed £100,000, the reason for termination and any consequences must be reported to the next meeting of the Cabinet.</p>	<p>14.10 A Director, in consultation with the Assistant Director Legal, Governance & Monitoring, has the power to terminate any contract in the event of any breach of contract justifying termination, where in the opinion of these officers no other remedy is appropriate. Where the financial implications of a decision to terminate a contract exceed, or may exceed £100,000, the reason for termination and any consequences must be reported to the next meeting of the Cabinet.</p>
<p>13.3. The Assistant Director Legal, Governance & Monitoring may release any bond held by the Council, on request from the Assistant Director for Procurement.</p>	<p>14.9 The Assistant Director Legal, Governance & Monitoring may release any bond held by the Council, on request from the Assistant Director for Procurement. ...</p>
<p>13.4. The Assistant Director Financial Management, Risk, Performance & IT is entitled to negotiate with any bond issuer on sums of settlement proposed, and in consultation with the Assistant Director Legal, Governance & Monitoring accept such proposed sums.</p>	<p>14.9 ... The Assistant Director Financial Management, Risk, Performance & IT is entitled to negotiate with any bond issuer on sums of settlement proposed, and in consultation with the Assistant Director Legal, Governance & Monitoring accept such proposed sums.</p>

<p>13.5. Directors may vary contracts by operating ‘clear, precise and unequivocal contractual review clauses’ which were advertised in the original Procurement, strictly in accordance with the contract.</p>	<p>-- New --</p>
<p>13.6. Any variation with a value above £20,000 to a contract which cannot be fulfilled by following CPR 13.5 must be subject to the approval of the Assistant Director for Procurement.</p>	<p>-- New --</p>
<p>13.7. Any variation with a value in excess of £100,000 to a contract which cannot be fulfilled by following CPR 13.5 must be made in writing and signed in accordance with CPR 12.3 even if it does not need a new Procurement process.</p>	<p>-- New --</p>
<p>RULE 14 - MISCELLANEOUS</p> <p>14.1 A Special Purpose Vehicle (as a limited liability company or otherwise) to be wholly or partially owned or controlled by the Council, will only be formed or joined on the approval of the Cabinet, following a detailed evaluation by the Assistant Director Legal, Governance & Monitoring and Director of Resources. This does not apply to any purchase of shares or similar for the purpose of investment.</p>	<p>[15] SPECIAL PURPOSE VEHICLES</p> <p>15.1 A Special Purpose Vehicle (as a limited liability company or otherwise) to be wholly or partially owned or controlled by the Council, will only be formed or joined on the approval of the Cabinet, following a detailed evaluation by the Assistant Director Legal, Governance & Monitoring and Director of Resources This does not apply to any purchase of shares or similar for the purpose of investment.</p>
<p style="text-align: center;">Appendix 1</p>	<p style="text-align: center;">-- New --</p>
<p style="text-align: center;">Examples of Policies which are relevant to CPR 2.1(15)</p> <p>Kirklees Council Social Value Policy Statement (see:</p>	<p style="text-align: center;">-- New --</p>

<http://www.kirklees.gov.uk/business/businessWithCouncil/pdf/socialValuePolicyStatement.pdf>)

Information Security Policy

The Council's "Project Management Handbook" and "Framework for Successful Projects" when the Assistant Director for Procurement advises that they are relevant

Evaluation Panel Guide

Appendix 2

EU Procurement Rules Thresholds

	EU Thresholds 2012-2013	EU Thresholds 2014-2015	EU Thresholds 1 Jan 2016 –31 Dec 2017
Supply and service contracts	£173,934	£172,514	£164,176 (£160,000*)
Light Touch Regime Contracts (Annex XIV)		£625,050	£589,148 (£580,000*)
Works contracts	£4,348,350	£4,322,012	£4,104,394 (£4,100,000*)

Small lots –
supplies &
services

£66,672 £62, 842 (**£60,000***)

Small lots –
works

£833,400 £785, 530 (**£780,000***)

* These are current the values for the purposes of these CPRs.

Appendix 3

Information to be Reported to the Assistant Director for Procurement (CPR 11)

	Information	When
A.	Details of all contracts awarded for Supplies of £100,000 or above following a competitive process including the name of the Supplier, and amount of the Quotation and if the chosen supplier was not the cheapest, then the same information in relation to unsuccessful Suppliers, and the reason why the successful Supplier was chosen.	When Requested
B.	Details of all contracts awarded for Supplies of £100,000 or above, which result from negotiation including the reason for negotiation and the name of	When Requested

	the successful Supplier and value of the contract.		
C.	Details of all contracts awarded for supplies of £20,000 or above which a Director considered to be exempt from the competitive requirements by virtue of CPR 7.1, including the reason for the exemption.	When Requested	
D.	<p>Contracts with a value of £5,000 or more (see CPR 11.1), with the following information:</p> <ol style="list-style-type: none"> 1. reference number 2. title of agreement 3. local authority department responsible 4. description of the goods and/or services being provided 5. supplier name and details 6. sum to be paid over the length of the contract (or if unknown, the estimated annual spending or budget for the contract) 7. Value Added Tax that cannot be recovered 8. start, end and review dates 9. whether or not the contract was the result of an invitation to quote or a published invitation to tender, and 10. whether or not the supplier is a small or medium sized enterprise and/or a voluntary or community sector organisation and where it is, provide the relevant registration number 	In All Cases On Contract Award	

E.	all other information necessary to enable compliance with the Council's obligations under legislation and regulation to publish data about its contractual arrangements and payments.	In All Cases On Request	
F.	Copies of Regulation 84 reports	All cases where the EU Procurement Rules apply On Contract Award	

Appendix 4

Relationship between Commissioning and Procurement

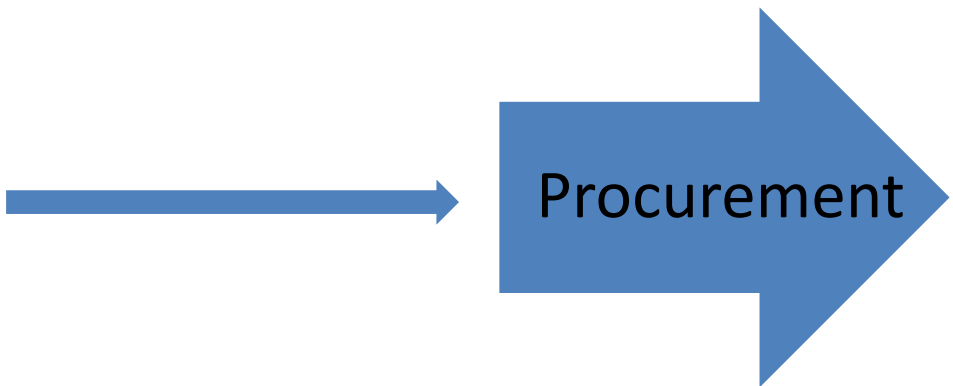
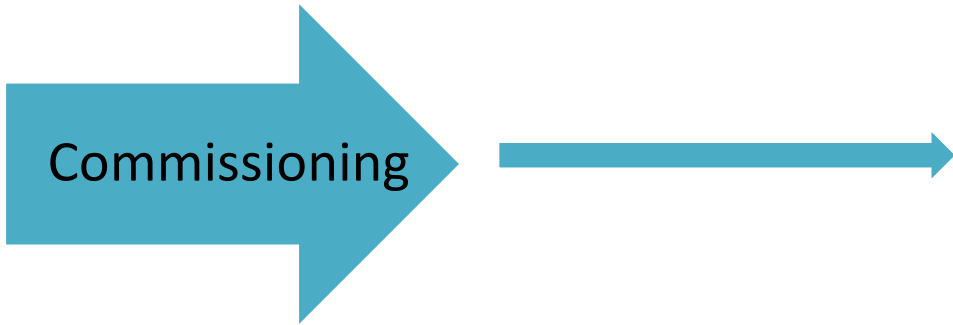
The arrows indicate the stages of the whole resourcing process

Start  Finish

Identifying need, outcomes, objectives, value for money, determination of specification

Supplier requests for clarification may require consideration of objectives.





Obtaining market information, e.g. what is generally available on the market and general information about costs.

Some procurement rules (e.g. on non-discriminatory specifications and anti-competitive market engagement apply)

Contract award processes. EU Procurement Rules and / or CPR pervade

