

Agenda Item 14a	Appendix
Procurement Update	<b>A</b>



**CAMBRIDGESHIRE  
& PETERBOROUGH**  
COMBINED AUTHORITY

# **CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY**

## **PROCUREMENT GUIDANCE DOCUMENT**

# PART 1 - OVERVIEW

## 1 Background

### 1.1 Introduction to CPCA

1.1.1 The Cambridgeshire and Peterborough Combined Authority is a mayoral authority and as a body governed by public law as defined in [Regulation 2\(1\)](#) the Public Contracts Regulations 2015 (as amended) and are therefore required to carry out their procurements in accordance with that Legislation.

1.1.2 The Authority, in addition to complying with its statutory obligations, is committed to delivering against best practice, government policy guidance and in response to feedback provided by any third-party individual or organisation.

### 1.2 Document purpose

1.2.1 The Authority has created this document to take into account the recommendations from a recent procurement review.

1.2.2 The document has created to supplement the updated CPCA Contract Procedure Rules, Procurement Strategy and Procurement Policy, whilst also adopting best practice.

1.2.3 The document sets out the activities across the whole life cycle of a contract with the aim of supporting officers to deliver both compliant and effective procurements.

### 1.3 Document Structure

1.3.1 The document is split into 5 parts

- (a) Part 1 – Background
- (b) Part 2 – Procurement Instruction Document
- (c) Part 3 – Procurement planning
- (d) Part 4 – Procurement Design
- (e) Part 5 – Procurement Administration

### 1.4 Document Use

1.4.1 This document must be used alongside the other procurement documents detailed in 1.2 above, the wider constitution and other relevant policies.

1.4.2 It has been designed to provide detailed guidance for officers and members throughout the contracting life span.

1.4.3 Any deviation from the processes in this document MUST be approved by the Procurement & Contracts Manager and/ or Legal and the relevant Director.

## PART 2 - PID

### 2 Procurement Instruction Document

#### 2.1.1 Document Purpose

- (a) The role of this document is to ensure officers have considered a variety of factors, and carried out certain activities, along with evidencing that the procurement has the required funding approved and delegated authority to award.
- (b) No procurement may proceed until this document has been properly completed with the required level of detail and signed off by the Procurement & Contracts Manager.
- (c) The following summarise the sections of the form, along with guidance on what is required along with the level of detail expected.
- (d) Officers are required to ensure that the information provided is both accurate and sufficiently detailed; a lack of detail or any ambiguity in the completed document may result in the procurement launch being delayed.
- (e) Officers may complete this form themselves and submit or use it to support the planning of their procurement; specifically, working with procurement to complete each element and through those discussions, deciding how best to determine and describe their requirements and then design the procurement
- (f) The completed **Procurement Instruction Document** will be used to classify the procurement and to determine whether the requirement should use an existing arrangement and/ or whether the project must be monitored through the **Procurement Gateway Process**.
- (g) The completed **Procurement Instruction Document** will also be used to determine the level of support that will be required from the Procurement team and if the responsible Officer requires any specific training before they proceed with the procurement.

#### 2.1.2 Project scope

- (a) Officers need to set out whether the procurement is for good (supply), Services or Works; or mixed. This to be in line with the PCRs **Regulation 2** and in consideration of the relevant CPV codes.
- (b) Officers need to provide an overview of the project including its; aims and objectives, timescales, roles, and responsibilities, and any unique or otherwise distinguishing consideration that could influence how a procurement is designed or the contract is delivered.

#### 2.1.3 Contract Duration

- (a) Officers are required to explicitly detail the length of the contract to be awarded. This must include details of any initial contract duration, and any options to extend
- (b) Officers must justify the reason for the proposed duration and explain the rules under which the contract can be extended; the duration and extensions reasons must provide genuine benefits to the Authority and not be as a means to circumvent the need to reprocure.
- (c) Where officers are proposing a total duration in excess of 5 years, they must justify this decision by explaining
  - (i) how they will ensure the contract delivers value for money,

- (ii) how they will ensure that the contract is delivering against best practice;
  - (iii) how they ensure a culture of continuous improvement; and
  - (iv) the benefits that this approach provides to the Authority
- (d) In the event that the reason for the contract duration or the justifications for the proposed extensions are not considered acceptable, Officers may be required to revisit or reduce the proposed contract duration.

2.1.4 **Specifications (Regulation 42)**

- (a) Officers need to detail whether their requirements are based on an; input, output, or outcome-based specification; along with detailing any deviations/ changes in approach and to which elements the alternative approach applies.
- (b) Officers need to explain why that approach has been adopted, along with details of the anticipated benefits and/ or concerns relating to that approach; with particular reference to any deviations that have been included.
- (c) In additions, officers need to include details of whether the specification has considered and/ or incorporated input from
  - (i) previous lessons learned (contract specific or general),
  - (ii) market engagement,
  - (iii) external technical advisors, or
  - (iv) other factors or parties
 along with why something has or has not been adopted.  
  
 This all with the aim of ensuring it meets the authority's needs whilst also delivering Best Value.

2.1.5 **Policy Considerations**

- (a) Officers, need to detail, how through the procurement process, they will deliver against both the overarching procurement objectives as set out at section 9.5 of the CPRs, and the social value commitments as set out in the authority's Procurement Policy.

2.1.6 **Use of Lots (Regulation 46)**

- (a) In structuring the requirements, officers are required to evidence that they have considered whether the opportunity is suitable for SMEs to deliver, or if, through the use of Lots, it could become SME accessible; and then document the reason for the resulting decision.
- (b) Officers should note that the procurement does not need to be a framework agreement for the requirement to be split into Lots

2.1.7 **Variant Bids (Regulation 45)**

- (a) Officers, need to consider whether there may be a benefit in allowing bidders to submit variant bids.
- (b) Officers need to evidence that they have considered this option, and where permitted, how they will fairly evaluate the variant bid in the context of the broader evaluation methodology.

- (c) Any inclusion of a variant bid option will be subject to approval by Procurement.

2.1.8 **Preliminary Market Engagement (Regulation 40)**

- (a) Officers are encouraged to carry out market engagement to inform both the technical requirements and the procedure.
- (b) Officers must document why they have or have not run an event
- (c) Where officers have run an event, officer must detail
  - (i) How the event was published
  - (ii) when the event was,
  - (iii) who attended (individual names and companies)
  - (iv) summarise the key discussions, and
  - (v) what information has been carried through to the specification
- (d) this may be by way of an attachment to the form.

2.1.9 **Project budget calculations (Regulation 5)**

- (a) Officers must, through the competition of this section, demonstrate that their proposed contract is affordable; the following information must be provided as a minimum
  - (i) Estimated contract value – considering scope and duration (including extensions)
  - (ii) Details of how that value was calculated (including input from external experts)
  - (iii) Available (approved) budget – along with date and evidence of approval
  - (iv) Impact of the procurement coming in above this estimate

2.1.10 **Evidence of Delegated Authority**

- (a) Officers are required, where stipulated by the constitution, to document and evidence that the proposed contract has been through the required approvals process pre procurement and also detail, where relevant, if the outcome of the procurement needs to be reported on before the contract can be awarded.
- (b) This to include a summary of the approval, the date and a link to the decision

2.1.11 **Risk Assessments**

- (a) Officers must detail any risk assessments that have been carried out; risks to be considered include
  - (i) Time constraints
  - (ii) Budget constraints
  - (iii) Internal resourcing constraints
  - (iv) Funding obligations
  - (v) Seasonal impacts (construction, education)

- (vi) Stakeholder considerations
  - (vii) Social or Environmental considerations
- (b) For each assessment, officers must detail how the identified risks will be mitigated or managed; where this is not possible, officers must detail who, on behalf of the Authority, has accepted those risks and agreed the contract is to be procured (and ultimately, awarded).
- (c) The following risks have their own sections and as such do not need to be included here
- (i) Prior Involvement
  - (ii) TUPE
  - (iii) Conflicts of Interest
  - (iv) Programme/ critical dates

2.1.12 **Prior Involvement of Candidate or Tenders (Regulations 41)**

- (a) Officers are required, under the PCRs, to treat Candidates and Tenderers equally and to ensure fair competition
- (b) Officers are therefore required to evidence that they have considered whether the prior involvement of candidates or tenderers could impact the competition; specifically, where a contract is being renewed, where there has been a Preliminary Market Engagement event, or where any other supplier has had some input into the design of the contract specification.
- (c) In any of these cases, Officers must detail what the prior involvement was and then detail/ evidence that they have taken appropriate measures to ensure that competition is not distorted.

2.1.13 **TUPE (Regulation 18 & 41)**

- (a) Where a procurement includes TUPE, officers must detail what impact this has on the procurement; specifically, timescales, cost risks etc.
- (b) Officer must summarise input from HR and Legal on the risks to the procurement.
- (c) Officers must detail all measures taken to manage the identified risk including
  - (i) Provision of incumbent provider(s)
  - (ii) Collation and sharing of TUPE information
  - (iii) Inclusion of contract clause to manage post selection resource cost changes
- (d) Officers must detail how they propose to continue to manage any TUPE associated risks throughout the procurement and award period.

2.1.14 **Conflicts of Interest (Regulation 24)**

- (a) Officers are required to identify any potential conflicts-of-interest that may arise throughout the procurement and award process.
- (b) Officers are required to complete an initial conflict of interest assessment pre - procurement launch and attach it to the ***Procurement Instruction Document***

2.1.15 **Programme Considerations**

- (a) Officers are required to provide the following information as a minimum
  - (i) Date any current/ existing contract expires
  - (ii) Details of any mobilisation requirements (including TUPE) – detailing activities and key dates
  - (iii) Details of any internal or external approval requirement needed before contract signature/ go live.
  - (iv) Details of time allocated to administer the selected procurement process including contingency ([Regulation 47](#))
  - (v) Detail of any planned leave of key officers
- (b) In addition, and as a contingency, Officer's need to detail whether, where applicable, the current contract has an option to extend, details of what that option permits and whether there is approval to apply the extension if needed. Alternatively, the officer needs to demonstrate that, in the event of an unavoidable delay, how they might otherwise ensure an essential service is provided.

2.1.16 **Legal Considerations**

- (a) Officers must detail who in legal they have consulted with and the form of contract to be used to award the contract.
- (b) Officers should include detail of any deviations from the Authorities/ Industry standard forms, specifically, changes to
  - (i) Insurance levels
  - (ii) Liabilities
  - (iii) Termination, step in rights or performance obligations
  - (iv) Variations or Extensions
- (c) In the event that a detailed contract cannot be created, Officers, with input from Legal, must detail why and what the proposed approach is to agreeing a contract with potential suppliers.

2.1.17 **Route To Market**

- (a) Officer may propose how they would choose to procure the required contract and include an explanation as to why this is their preference; the options being
  - (i) To use an existing corporate contract
  - (ii) To use a CCS framework
  - (iii) To use another accessible Framework (subject to approval by procurement), or
  - (iv) Run an advertised procurement (Open, Restricted, Competitive Procedure with Negotiation (CPN))
- (b) Officers, where proposing the CPN, must detail what they would be seeking to negotiate (e.g., certain terms within a draft contract).
- (c) However, the final decision as to how a contract is procured will be for procurement and legal to agree.

2.1.18 **Urgent Decisions**

- (a) In the event of an urgent decision (potentially including a direct award) officers should speak to procurement before completing any forms and drafting any procurement documents so as to ensure the correct process is being adopted.

2.1.19 **Further Guidance**

- (a) Officers are advised to review the sections below before completing their Procurement Instruction Document or creating and procurement specific documentation.

# PART 3 – PROCUREMENT PLANNING

## 3 Procurement Categorisation

### 3.1 Category 1 – Public Contracts - Definitions

#### 3.1.1 **Goods**

(a) *Regulation 2 - contracts which have as their object the purchase, lease, rental or hire-purchase, with or without an option to buy, of products, whether or not the contract also includes, as an incidental matter, siting and installation operations; e.g.; tangible items*

(i) Stationery, furniture, uniforms

(ii) vehicles

#### 3.1.2 **Service**

(a) *Regulation 2 - contracts which have as their object the provision of services other than those referred to in the definition of “public works contracts”; e.g., labour. Under the broad heading of services, the authority has distinguished some sub-categories, the purpose of which is to distinguish threshold for advertisement and forms of contract.*

(i) **General labour** - Cleaning, transport, security

(ii) **Consultancy services** – these tend to involve advice and a desire to rely on the consultants’ advice and by extension, their Professional Indemnity Insurance (PI) examples include - construction consultants, HR services, financial services, cultural services.

#### 3.1.3 **Licences**

(a) These are an anomaly. Depending on what they are for, and how they are supported, they may be considered as either goods or services.

#### 3.1.4 **ICT – goods & services**

(a) In some instances, the Authority may wish to buy goods and services from a single supplier for efficiencies and maintenance purposes. For ICT, this includes the following

(i) IT equipment and consumables (even if it includes installation)

(ii) **IT Advisor services** – the Authority has distinguished this service from other consultancy services due to the complexity of the requirement and risk to the authority if the services were to become unavailable.

#### 3.1.5 **Works**

(a) The term works tends to refer to construction and is defined under Regulation 2 as *contracts which have as their object any of the following:—*

(i) *the execution, or both the design and execution, of works related to one of the activities listed in [Schedule 2](#);*

(ii) *the execution, or both the design and execution, of a work;*

(iii) *the realisation, by whatever means, of a work corresponding to the requirements specified by the contracting authority exercising a decisive influence on the type or design of the work;*

- (b) Officers should note that
  - (i) Not all construction activities amount to “works”, and
  - (ii) if the requirement is limited to just the design, then this is a service rather than works.
- (c) As a basic rule of thumb, construction includes both the provision of materials (goods) and the provision of labour (services); and if the majority of the costs is good/ materials then the contract is likely to be classified as works, whereas if the majority of the costs is labour, then the contract is likely to be services. E.g.;
  - (i) Installing a new heating system is works (the boiler and pipe work being expensive) whereas servicing a boiler is services – labour intensive (with just a few parts)
  - (ii) *A definitive list is included in [Schedule 2](#); and is based on CPV (Common Procurement Vocabulary)*

### 3.1.6 **Excluded/ Exempted Contracts - Regulation 10**

- (a) Some services do not require the Authority to run a procurement; examples include legal services associated with court proceeding, financial services associated with loans, employment contracts etc.
- (b) Before any such contract is awarded, officers must liaise with legal and procurement to firstly ensure that the requirement is indeed exempt and also to add the contract to the contract register (transparency requirement)

## 3.2 **Category 2 - Concession Contracts**

3.2.1 Concessions contracts are a discrete form of contract and are governed by the [Concession Contracts Regulations 2016](#)

- (a) Concessions are defined as –
  - (i) *a contract for pecuniary interest concluded in writing and entrusting the execution of works to one or more economic operators, the consideration for which consists either solely in the right to exploit the works that are the subject of the contract or in that right together with payment; and*
  - (ii) *involve real exposure to the vagaries of the market, such that any potential estimated loss incurred by the concessionaire shall not be merely nominal or negligible.*
- (b) Examples include
  - (i) Bus contracts where the whole of the service cost is paid by service users with minimal subsidy from the Authority
  - (ii) Providing a café service in a council building where their costs are paid by customers using the café (and potentially supported by lower rent payments)

## 3.3 **Category 3 – Light Touch Contracts**

3.3.1 Light touch Contracts are defined within Regulations 74-76 of the Public Contracts Regulations and [Schedule 3](#); these include the purchase of the following service

- (a) Legal Service – general legal advice
- (b) Education Services – training, courses

(c) Social Care

(d) Cultural services

3.3.2 Officers should liaise with procurement if they think that their contract falls within the definition of Light Touch

### **3.4 Category 4 – Utilities Contracts - Definitions**

3.4.1 Utilities Contracts are those that include the provisions of

(a) Gas & Heat

(b) Electricity

(c) Water

(d) Transport Services (including Bus routes, railways, tramways)

(e) Ports & Airport

(f) Postal Services

(g) Extraction of Oil and Gas

3.4.2 The Authority does not generally get involved in the procurement of utilities, an exception being transport contracts.

3.4.3 However, not all bus contracts will be utility contracts (or concessions) and as such, officers must liaise with procurement to understand which category/ regulations the procurement needs to be administered under.

## 4 Procurement Obligations

### 4.1 Overview

- 4.1.1 Officers need to be mindful that to achieve the optimal and an effective outcome from a procurement (Best Value) there needs to be considerable thought and upfront planning.
- 4.1.2 Every procurement is unique and although this document sets out a number of standard stages and activities, they all need to be tailored to the specific needs of the contract being procured.
- 4.1.3 The rest of this section details a number of considerations (decisions) that need to be addressed as part of the planning stage
- 4.1.4 The outcome of these decisions will determine which routes to market are permitted and most likely to achieve the contract requirements.

### 4.2 Applicable Legislation

- 4.2.1 The Authority is required to operate under a legislative and policy framework which includes the following:
  - (a) The Local Government Act 1972
  - (b) Public Contract Regulations 2015 (PCR2015) as amended from time to time including by The Public Procurement (Agreement on Government Procurement) (Thresholds) (Amendment) Regulations 2021
  - (c) Concession Contracts Regulation 2016
  - (d) Bribery Act 2010
  - (e) Equalities Act 2010
  - (f) Localism Act 2011
  - (g) Social Value Act 2012
  - (h) Modern Slavery Act 2015
  - (i) General Data Protection Regulation 2018
  - (j) Transparency Code 2015
  - (k) Public Procurement Policy Notes
- 4.2.2 In addition to the above legislation, the Authority must also comply with its own Contract Procedure Rules, Procurement Strategy, Procurement Policy, and the guidance within this document.

### 4.3 Procurement Policy Notes (PPNs)

- 4.3.1 The Authority, as a non-central body, is not mandated to adopt all or any of the Procurement Policy Notes (PPNs).
- 4.3.2 However, as part of our commitment to delivering Best Practice, the Authority has decided to adopt the following PPNs and as such, ALL procurements must be designed in accordance with this guidance. (Further advice is available from procurement if Officers are unsure how to embed these commitments within their contracts.
  - (a) PPN 03/23 – Standard Selection Questionnaire (SQ)

- (b) PPN 02/23 - Tacking Modern Slavery in Government Supply Chains
- (c) PPN 01/23 – Requirements to Publish on Contracts Finder
- (d) PPN 03/22 – Updated guidance on Data Protection legislation
- (e) PPN 10/21 – Thresholds and Inclusion of VAT
- (f) PPN 04/21 – Managing Conflicts of Interest
- (g) PPN 05/21 – National Procurement Policy Statement (NPPS)

4.3.3 With regards the following PPNs, the Authority has decided to adopt the aims and principles but not the exact means of achieving them

- (a) PPN 06/23 – Commercial Playbooks
- (b) PPN 06/21 – Taking Account of Carbon reduction plans
- (c) PPN 11/20 – reserving below threshold procurements
- (d) PPN 06/20 – taking account of social value in the procurement of public contracts
- (e) PPN 01/18 – Supply chain visibility
- (f) PPN 01/17 – Transparency Principles

4.3.4 ALL PPNs and relevant guidance on the aims and how to include them in a procurement can be accessed [here](#).

4.3.5 How the above should be applied/ considered is detailed in the relevant parts of this document.

## 4.4 CPCA Aims and Objectives

4.4.1 The procurement of any contract has the potential to deliver a broader set of benefits than conventionally included within the contract requirements/ specification.

4.4.2 Officers, in addition to complying with current public procurement legislation and the above PPNs, must also ensure that the procurement design, documents and process consider, and where appropriate, are aligned to the CPCA broader aims and objectives; including

- (a) The Procurement Policy
- (b) CPCA Growth Strategy
- (c) Business Plan
- (d) Digital Skills Strategy
- (e) Skills Strategy
- (f) Growth Ambition Strategy
- (g) Local Economic Recovery Strategy
- (h) Local Transport Plan
- (i) Cambridgeshire & Peterborough Independent Economic Review – CPIER

- 4.4.3 In the event that the inclusion of the above may add cost or create procurement risk, the decision as to what to adopt and how must be discussed with procurement and the relevant director.
- 4.4.4 The decision of what to include from the above, how, and why, (including any decision not to align with the above) must be documented in the *Procurement Instruction Document*.

## 4.5 Funding Obligations

- 4.5.1 Officers must also ensure that where a project is being funded by a grant or other central government funding, that any obligations (social, environmental, or economical) included within the funding conditions
- 4.5.2 The requirements and how they have been adopted within the procurement design must be documented in the *Procurement Instruction Document*.

## 5 Estimating Contract Values & Thresholds

### 5.1 Overview

- 5.1.1 The estimated value of the contract is used to inform a variety of decisions, including
- (a) Whether the available budget is likely to be sufficient to deliver the requirements,
  - (b) Whether the opportunity needs to be advertised,
  - (c) How it should be advertised,
  - (d) What level of turnover interested bidders must be able to demonstrate with regards their capacity to bid, and
  - (e) later in the life of the contract, the value by which the contract can lawfully be varied.
- 5.2.1 Officers therefore need to accurately calculate and document how they have calculated a contract's value, detailing what they have and have not included in their calculation, in line with the following;

### 5.2 Calculating Contract Values

- 5.2.1 The estimated value of a contract is based on either;
- (i) the money to be paid by the Authority to the successful tenderer ([Regulation 6](#) PCRs) or
  - (ii) the value to the market ([Regulation 9](#) CCRs) of the contract.
- 5.2.2 A contract value should be calculated as follows:
- (i) **A lump sum contract** – this is a one-off, capital project, only used by one project/team where the contract value is the total budget available (including any contingency).
  - (ii) **A periodic contract** – this is where there is an annual, regular, potentially on-going requirement, by the Authority – the contract value is the potential annual spend (across the whole Authority) multiplied by the number of years the contract is to run (including any extensions and any contingency for potential deviations from expected levels of requirement).
  - (iii) **A concession contract** – this is a term contract over a number of years whereby the revenue is paid based on usage levels, and usually by the service users, without any guarantee of full recompense or profit.
- 5.2.3 On high-value high-risk contracts, officers should consider whether a Should-cost-model (SCM) should be calculated, in according with the Commercial Playbook, to verify that the budget and estimated costs are realistic, and any bids received affordable.
- 5.2.4 The value of any contract is the TOTAL maximum, potential or reasonably foreseeable spend over the whole duration of the contract (including extensions) for a given requirement. Officers need to be able to justify this value and must not artificially inflate this value “just in case”
- 5.2.5 This “value” is the value that will be used within the advert for the opportunity (or inform the range to be included in the advert) and as such needs to be a “correct” as possible.
- 5.2.6 The Authority MUST NOT disaggregate or sub-divide like or similar requirements for the sole purpose of preventing the requirement to administer an above threshold procedure.

5.2.7 Where the estimated contract value is genuinely below these current thresholds, officers are still required to demonstrate that the procurement is delivering value for money but the nature of the procurement process may be defined by the Authority and needs to be proportionate to the value, effort and market interest in consideration to the nature of the purchase.

### 5.3 Procurement Thresholds

5.3.1 Where the estimated contract value exceeds the thresholds below, officers will be required to procure the contract competitively either through the use of an appropriate Framework or through the administration of an above threshold route to market as detailed in section 7 below,

#### 5.3.2 Above Threshold - PPN 10/21 - New Threshold Levels from 1 January 2022

##### (a) The Public Contracts Regulations (Inclusive of VAT)

- (i) Supplies & Services - £213,477
- (ii) Works - £5,336,937
- (iii) Light Touch Regime for Services - £663,540

##### (b) The Utilities Contracts Regulations (Inclusive of VAT)

- (i) Supplies and Services - £426,955
- (ii) Works - £5,336,937

##### (c) The Concession Contracts Regulations (Inclusive of VAT)

- (i) Services or works - £5,336,937

#### 5.3.3 Below Thresholds

(a) The Authority is permitted to set their own rules as to when they will advertise an opportunity/ contract to the open market.

(b) The table below sets the values at which officer will be required to seek quotes or advertise the opportunity on Contracts Finder.

Category/ Sector	Level 1 - Single Quote	Level 2 - Request for Quotes	Level 3a & b Simple Tender (advertised)
Goods (G)	£0 to £9,999	£10,000 to £29,999	£30,000 to Goods £GPA (3a)
Services (S)	£0 to £29,999	£30,000 to £49,999	£50,000 to Services £GPA (3a)
Consultancy Services	£0 to £49,999	£50,000 to £GPA	
Licences	£0 to £199,999		
ICT G & Services	£0 to £199,999		
Works	£0 to £99,999	£100,000 to £499,999	£500,000 to Works £GPA (3b)

Light Touch	£0 to £99,999	£100,000 to £299,999	£300,000 to Light Touch £GPA (3a)
Concession (ALL)	£0 to £99,999	£100,000 to £499,999	£500,000 to £GPA(3a)
Utilities	£0 to £99,999	£100,000 to £500,000	£500,000 to £GPA(3a)
Frameworks & DPS	In accordance with Framework Rules (direct award up to £199,999 (where permitted) with further competition above £200,000)		

- (c) In the event that there is a limited market, urgency or some other reason where there is not time to run a process, (above or below threshold) officers should speak to procurement to consider if there are any alternative means by which to deliver their requirements.
- (d) Furthermore, the above values are the minimum requirements for each category, officers are permitted to carry out an advertised process at any value where it is considered potentially beneficial to do so (being mindful of the increased time and cost of process compared to any saving that the competition may produce)

## **PART 4 – PROCUREMENT DESIGN**

### **6 Below Threshold - Routes to Market (Regs 105-112) (PCRs15)**

#### **6.1 Overview**

- 6.1.1 The method of procuring a contract will depend on the value of the contract, the nature of the requirements, available timescales, and contract complexity and risk factors.
- 6.1.2 Details of the various routes to market are set out below.

#### **6.2 Licences**

- 6.2.1 These are an anomaly. Depending on what they are for, and how they are supported, they may be considered as either goods or services.
- 6.2.2 For the purpose of purchasing them on behalf of the Authority, officers should liaise with procurement to discuss their requirement and then in accordance with section 3 and the value of the licence for 3 years, (assuming it is required for that long), will need to liaise with legal to agree the licence terms.
- 6.2.3 In the event that the value exceeds the threshold for Goods & Services (section 7 below), officers will need to liaise with procurement to ascertain if a procurement is required or whether the required licence is a monopoly e.g., Microsoft.

#### **6.3 Single Quote (Level 1)**

- 6.3.1 Generally, Officers may only use this route where the contract value has been calculated to be both Below Threshold and permitted by the Authority's Contract Procedure Rules
- 6.3.2 This route does not require an advert/ notice.
- 6.3.3 Officers must collate a written specification, obtain an appropriate form of contract from legal and then use this information as a basis for identifying a supplier who has the appropriate experience, capability, and capacity to deliver the scope, value, and risk, within the required timescales; and ideally local.
- 6.3.4 Officers must then obtain a formal offer in writing from the identified Supplier to ensure that the proposal both meets the Authority's requirements and demonstrates Value for Money
- 6.3.5 In the event that the proposal is either above budget and/ or would benefit from some technical changes, the Officer may seek to negotiate an improved offering from the supplier. In the event where this is necessary or desirable, it must be agreed with and overseen by Procurement.
- 6.3.6 Officers should allow 2 to 4 weeks for this route to market
- 6.3.7 In the event that there are no known suitable suppliers, then the requirement must be tendered,

#### **6.4 Request for Quotes (Level 2)**

- 6.4.1 As with the above, Officers may only use this route where the contract value has been calculated to be both Below Threshold and permitted by the Authority's Contract Procedure Rules
- 6.4.2 This route does not require an advert/ notice.

- 6.4.3 As with the Singles Quote process, a specification and contract must be collated, along with an award criteria/ evaluation methodology which may involve evaluating only the price, or both quality and price.
- 6.4.4 Officers must identify at least three suppliers to invite to submit a quote and at least one should be local. In the event that there are no or not enough known suitable suppliers, then the requirement must be tendered as a Level 3 process,
- 6.4.5 In the event that all proposals are above budget, the Officer may refine the technical requirements and invite all suppliers who submitted an initial response to refine and resubmit. In the event where this is necessary, it must be agreed with and overseen by Procurement.
- 6.4.6 Officers should allow 4 to 6 weeks for this route to market

## **6.5 Simple Tender (Level 3a - Goods & Services) (Regulations 105 to 112) (PCRs15)**

- 6.5.1 Officers may only use this route where the contract value has been calculated to be both Below Threshold and permitted by the Authority's Contract Procedure Rules (including where there are no known suppliers such that Level 1 and 2 cannot be used).
- 6.5.2 Again, a specification and contract must be collated, along with Due Diligence and an Evaluation Methodology which will be assessed as a single stage/ activity. Due Diligence should consider the experience, capability, and capacity of the supplier to deliver the contract (Backward Looking), and the Evaluation Methodology should assess both quality and price (Forward Looking), and these requirements and scoring considerations must be shared with all suppliers equally.
- 6.5.3 An advert/ below threshold tender notice must be placed on **Contracts Finder** (CF), all documents must be attached electronically, suppliers must be provided with a reasonable amount of time to write and submit their tender and all compliant tenders must be evaluated.
- 6.5.4 Officers should allow 6 to 10 weeks for this route to market

## **6.6 Simple Tender (Level 3b – Works) (Regulations 105 to 112) (PCRs15)**

- 6.6.1 Officers must follow the above process with one optional difference. The Due Diligence included in Level 3a may be substituted for the use of the Standard Selection Questionnaire (SSQ) or PAS91 Construction PQQ (Reg. 111) AND this may be included as a separate selection stage following which only the successful suppliers will be permitted to submit a tender for evaluation.
- 6.6.2 Officers should allow approximately 12 to 14 weeks

## 7 Above Threshold - Routes to Market (Regs 26-30 inc.) (PCRs15)

### 7.1 Open Tender (Regulation 27)

- 7.1.1 This is the default route to market for Above Threshold, advertised procurements
- 7.1.2 This route to market does NOT allow any form of negotiation at any stage (during the procurement, after identifying the preferred bidder or post contract signature)
- 7.1.3 Officers must collate **a comprehensive suite of documents** for issue to bidders via the e-tendering portal.
- 7.1.4 An advert/ notice must be placed on both *Find a Tender Services* (FTS) and *Contracts Finder* (CF), and all documents must be attached electronically.
- 7.1.5 These documents must include both the SSQ (Conditions of Participation) and the Evaluation Methodology (Award Criteria – Questions and Scoring for both quality and price). The procurement documentation must clearly detail the sequence for which these two documents will be assessed; e.g., SSQ first and then only those tenders where the bidder has passed the SSQ requirements or tender first and then only the SSQ of the preferred bidder.
- 7.1.6 Once the evaluation process is complete, the Authority will identify the preferred bidder; specifically, the bidder with the highest score
- 7.1.7 The Authority is then required to formally notify all bidders of the outcome of this process; this includes for the
- (a) Winning bidder - Their scores and the reason for those scores for EVERY question and in consideration of each of the bullet points of the question
- (b) Losing Bidder – their scores and the reason for those scores AND the winning bidder scores and the reason for those scores; specifically, ***the characteristics and relative advantages of the successful*** for EVERY question and in consideration of each of the bullet points of the question
- 7.1.8 Officers should allow approximately 14 weeks for this process (including a standstill period)
- 7.1.9 Officers are required to publish an award notice on Contracts Finder/ Find a Tender based on value once the contract has been signed.

### 7.2 Restricted Tender (Regulation 28)

- 7.2.1 This route to market is a two-stage process for Above Threshold procurements, and is to be used where the market has been assessed to be saturated (based on market research or officer expertise)
- 7.2.2 This route to market does NOT allow any form of negotiation at any stage (during the procurement, after identifying the preferred bidder or post contract signature)
- 7.2.3 Officers must collate **a comprehensive suite of documents** for issue to bidders via the e-tendering portal.
- 7.2.4 An advert/ notice must be placed on both *Find a Tender Services* (FTS) and *Contracts Finder* (CF), and all documents must be attached electronically.
- 7.2.5 These documents must include both the
- (i) SSQ (Conditions of Participation) and instructions
- (ii) the Evaluation Methodology (Award Criteria – Questions and Scoring for both quality and price) and instructions.

- 7.2.6 All documents must be issued together and at the same time as the Advert
- 7.2.7 The completion of these documents by the bidders and their evaluation will take part in two stages
- (i) Bidders must complete and submit their response to the SSQ, the Authority then evaluate this in accordance with the instructions, and based on the scores, select those bidders to progress on to tender stage (detail of how many having been set out in the instructions).
  - (i) Selected Bidders then complete the tender stage documents and submit their response in accordance with the instructions. The Authority then evaluate these responses against the award matrix to identify the bidder with the highest score.
- 7.2.8 Once the evaluation process is complete, the Authority will identify the preferred bidder; specifically, the bidder with the highest score
- 7.2.9 The Authority is then required to formally notify all bidders of the outcome of this process; this includes for the
- (i) Winning bidder - Their scores and the reason for those scores for EVERY question and in consideration of each of the bullet points of the question
  - (ii) Losing Bidder – their scores and the reason for those scores AND the winning bidder scores and the reason for those scores; specifically, **the characteristics and relative advantages of the successful** for EVERY question and in consideration of each of the bullet points of the question
- 7.2.10 Officers should allow approximately 22 weeks for this process (including a standstill period)
- 7.2.11 Officers are required to publish an award notice on Contracts Finder/ Find a Tender based on value once the contract has been signed.

### 7.3 Competitive Procedure with Negotiations (*Regulation 29*)

- 7.3.1 Officers may only use a CPN in the following situations
- (i) *the needs of the contracting authority cannot be met without adaptation of readily available solutions;*
  - (ii) *they include design or innovative solutions;*
  - (iii) *the contract cannot be awarded without prior negotiation because of specific circumstances related to the nature, the complexity, or the legal and financial make-up or because of risks attaching to them;*
  - (iv) *the technical specifications cannot be established with sufficient precision by the contracting authority with reference to a standard, European Technical Assessment, common technical specification, or technical reference;*
- 7.3.2 Officers must justify to procurement why they wish to use this procedure and the specific benefits they are seeking to achieve; this to then be agreed by procurement. A failure of development of the specification or the contract (including failing to run a market engagement event) will not be an accepted reason.
- 7.3.3 An advert/ notice must be placed on both **Find a Tender Services** (FTS) and **Contracts Finder** (CF), and all documents must be attached electronically.
- 7.3.4 From a practical perspective, this route to market builds on the Restricted Procedure in that the SSQ/ selection stage is the same and the initial tenders and how they are evaluated is also the same; however, there are the following distinctions

- (i) The specification and/ or the contract may include some elements that would benefit from market input to finalise, and these are to be developed during the negotiation stage of the procedure
- (ii) The procurement documents must identify all “Minimum Requirements” (non-negotiable elements) as well as setting out clearly the purpose of the negotiations and what is to be negotiated. The Award criteria is also non-negotiable.
- (iii) The procurement documents must also set out whether the Authority reserves the right to accept initial tenders (having the effect of this process being the same as the Restricted Procedure) and/ or transparently detail how the Authority will decide whether to negotiate or not.
- (iv) The authority may also, in the instruction document, include an option to down select the number of bidders to participate in negotiations following the evaluation of initial tenders ([Regulation 65](#)).
- (v) The process for the negotiations and how they are to be managed must be clearly explained in the procurement documents, including how the Authority will decide to end the negotiation stage and request final tenders (Best and Final Offers)
- (vi) Once the Authority has decided to request final tenders, they must update the procurement documents to reflect the discussions and decisions made during negotiations (being mindful of confidential information of individual bidders and that the Minimum Requirement must NOT be changed, nor can the award criteria)
- (vii) Once the Authority has requested final tenders, the procedure reverts to a Restricted Procedure in that it does NOT allow for any further negotiation at any stage (during the procurement, after identifying the preferred bidder or post contract signature)

7.3.5 The final evaluation and identification of a preferred bidder follows that set out above for the Restricted Procedure.

7.3.6 Officers should allow a minimum of 6 to 12 months for this process.

7.3.7 Officers are required to publish an award notice on Contracts Finder/ Find a Tender based on value once the contract has been signed.

## 7.4 Competitive Dialogue ([Regulation 30](#))

7.4.1 This is a multi-stage, advertised process.

7.4.2 It includes the ability to discuss and define any unknown requirements.

7.4.3 Bidders are shortlisted to tender following a supplier qualification process (SQ), and then invited to participate in a number of rounds of dialogue based on the predefined scoring criteria.

7.4.4 This is used where there is only a high-level outcome specification, and it is unclear as to what (or part of it) is to be achieved.

7.4.5 This route is complex and takes a substantial amount of time and so will only be available where specified by procurement

7.4.6 Officers should allow a minimum of 9 to 18 months for this process.

## 7.5 Frameworks ([Regulation 33](#)) ([PCRs15](#))

- 7.5.1 A Framework Agreement is an arrangement with one or more suppliers (a closed (approved) list) to provide the requirements on an as required basis with no fixed commitment.
- (a) The Framework has a maximum duration of four years and subsequent awards can be made either by a direct award based on the framework prices or through further competition and evaluation – depending on what has been specified in the Framework Agreement.
  - (b) Suppliers are appointed to the Framework following a full tendering exercise that has assessed both quality and price.
  - (c) The Framework Agreement signed by successful Suppliers sets out the rules of participation in the Framework, specifically, terms and conditions, details of how any call-off contract will be awarded, the rules of participation in the competitions, what within the call of contracts can be modified as part of a further competition, maximum prices rates, scope of call-off contracts, and other general behaviours/ requirements of a supplier under the Agreement. It does not guarantee any level of commitment or any exclusivity.
  - (d) When selecting a Framework to use for a specific requirement, all and only those suppliers that are party to the selected Framework Agreement may be considered/ invited to participate in a further competition. You cannot “pick” which supplier to invite or mix and match across multiple frameworks to create a list of suppliers to invite to submit a tender.
  - (e) Contracts awarded under the Framework Agreement must be priced using the rates as follows
    - (i) Direct Awards – must be based on the framework rates as submitted in response to the procurement process.
    - (ii) Further Competition – can either be priced using the framework rates as submitted or offer a reduced rate. However, the pricing cannot exceed these rates.
  - (f) Contracts awarded under the framework can run past the framework end date where clearly permitted by the Framework Agreement.
  - (g) A framework can be established through the use of any of the above procedures, depending on potential market interest

#### 7.5.2 **New Framework Agreements**

- (a) The Authority is allowed to establish their own Framework Agreements.
- (b) A contract notice is required to advertise the opportunity/ the new Framework Agreement where the total potential spend exceeds the published thresholds.
- (c) An advert/ notice must be placed on both *Find a Tender Services* (FTS) and *Contracts Finder* (CF), and all documents must be attached electronically.
- (d) Officers would be required to provide a comprehensive specification and provide some indicative quantities; along with detailing how many suppliers are to be appointed to the framework and the overarching Framework Agreement duration.
- (e) In addition, officers would need to detail how they intend to award contracts under the Framework Agreement (direct award or mini competition) so as to ensure equal treatment.
- (f) Once established, the framework can only be used in accordance with how it has been set up.

- (g) A Contract Award Notice is required at the point that the authority establishes a new Framework Agreement.
- (h) Officers should allow approximately 22 weeks for this process (including a standstill period)

#### 7.5.3 **Existing Framework Agreements**

- (a) Officers should consider using a pre-existing Framework or where available; subject to it meeting the following requirements.
- (b) Before a Framework can be used, Procurement must assess whether it is accessible (excluding for CCS let arrangements) and carry out an assessment to ensure the required contract specification is in-scope of the framework specification, that the permissible contractual options are suitable for the proposed contract, and that the pricing model/ rates offer Value for Money.
- (c) Where a Framework is used, it must be in accordance with the Framework rules.
- (d) Officers should use the framework procurement templates and evaluation methodology where available and adapt them to meet the contract requirements.
- (e) Officers may, where permitted by the Framework Agreement, issue an Expression of Interest to all suppliers on the framework to identify which will respond to the opportunity. This may include, in some cases, some qualification requirements, again where expressly permitted by the Framework Agreement.
- (f) This route to market does not allow for a discrete SSQ assessment (Officers can NOT ask any backward-looking questions relating to experience or past performance). If Officers are concerned that the suppliers on the Framework Agreement do not have the required experience or expertise, they should not use that Framework Agreement.
- (g) Where the Framework allows for Direct Award, if the framework sets a value cap for the option this must be complied with, where no value cap is stated, officers must seek approval from procurement to direct award a contract in excess of £200,000
- (h) No advert/ notice is required for this route to market; however, officers are required to publish an award notice on Contracts Finder/ Find a Tender based on value.
- (i) Officers should allow a minimum of 8 to 14 weeks (including a standstill period) for this process

#### 7.5.4 **Commonly Used (approved) Frameworks**

- (a) Crown Commercial Services Frameworks
- (b) Eastern Shires Purchasing Organisation Frameworks
- (c) Homes England Frameworks
- (d) Highways England Frameworks
- (e) National LGPS Frameworks

## **7.6 Dynamic Purchasing Systems (DPS) (Regulation 34) (PCRs15)**

- 7.6.1 A Dynamic Purchasing System is a modern day approved list for a specific scope of requirements with one or more suppliers. It must be set up and used as follows
  - (a) This list refreshes at set intervals during the life of the DPS and as such is an open (approved) list.

- (b) The PCRs do not set an explicit maximum duration for running a DPS, but officers need to be pragmatic with the fact that its size will continue to grow with every refresh such that it could become unmanageable and include obsolete candidates.
- (c) Candidates are appointed to the DPS following an SSQ process and against a DPS agreement; as such, although their experience and expertise may have been assessed, they have not been assessed for either quality or price.
- (d) The DPS agreement sets out the rules of participation in the DPS, specifically, for what and when they need to notify the Authority of changes e.g., financial, legal structure etc., the rules of participation in the competitions, contract terms and conditions, how responses to competitions will be evaluated and any other information that Candidates must comply with when submitting a response. It does not guarantee any level of commitment or any exclusivity.
- (e) When selecting a DPS to use for a specific requirement, all and only those bidders that are party to the DPS Agreement may be considered/ invited to participate in a competition. You cannot “pick” which bidder to invite or mix and match across multiple DPSs to create a list of bidders to invite to submit a tender.
- (f) Competitions run under a DPS must be electronically managed.
- (g) Contracts awarded under a DPS must be by way of a competition which evaluates both quality and price and must be evaluated against the scoring matrix as published with the procurement documents when the DPS was launched.
- (h) Contracts awarded under the DPS can run past the DPS end date where clearly permitted by the DPS Agreement.
- (i) A DPS is fundamental administered as a split Restricted Procedure procurement;
  - (i) stage 1 the SSQ admits them to the DPS, and
  - (ii) stage 2 the tender – selects the supplier to be awarded the contract
- (j) There is no mandatory requirement to apply a standstill period; however, it is best practice and as such, a 10-day standstill period is to be adopted.
- (k) There is no requirement to publish an award notice when candidates are admitted onto the DPS, but the Authority is required to publish a Contract Award Notice when a contract is awarded under a DPS

#### 7.6.2 **New Dynamic Purchasing Systems (DPS)**

- (a) The Authority is allowed to establish their own DPS
- (b) A contract notice is required to advertise the opportunity/ the new DPS where the total potential spend exceeds the published thresholds.
- (c) An advert/ notice must be placed on both **Find a Tender Services** (FTS) and **Contracts Finder** (CF), and all documents must be attached electronically.
- (d) Officers would be required to provide a comprehensive specification and provide some indicative quantities; along with detailing how candidates are to be appointed to the DPS, the overarching DPS Agreement duration and the award criteria for future competitions.
- (e) Once established, the DPS can only be used in accordance with how it has been set up.

- (f) Officers should allow in excess of 8 weeks to establish a new DPS and then a further 6 weeks minimum to carry out a competition under the DPS and a further 2 weeks for a standstill period.
- (g) Officers must publish a Contract Award Notice once a contract has been signed

#### 7.6.3 **Existing Dynamic Purchasing Systems (DPS)**

- (a) Officers should consider using a pre-existing DPS or where available; subject to it meeting the following requirements.
- (b) Before a Framework can be used, Procurement must assess whether it is accessible (excluding for CCS let arrangements) and carry out an assessment to ensure the required contract specification is in-scope of the framework specification, that the permissible contractual options are suitable for the proposed contract, and that the pricing model/ rates offer Value for Money.
- (c) Where a DPS is used, it must be in accordance with the DPS rules.
- (d) As Bidders have been admitted onto the DPS by way of their SSQ submission, it is not permissible to ask any further SSQ/ backward looking questions at award stage; if officers are concerned as to the suitability/ experience of the bidders on the DPS they should not use that DPS.
- (e) Officers should use the DPS procurement templates and adapt them to meet the contract requirements and use the evaluation methodology as published
- (f) Officers should allow 6 weeks minimum to carry out a competition under the DPS and a further 2 weeks for a standstill period.
- (g) Officers must publish a Contract Award Notice once a contract has been signed

### 7.7 **Direct Awards (*Negotiated Procedure without prior publication - Regulation 32*) (PCRs15)**

- 7.7.1 As the purpose of the PCRs is to ensure effective competition, the use of a direct award above threshold is restricted to where it is absolutely necessary
- 7.7.2 Grounds for Direct Award include
  - (a) ***where no tenders, no suitable tenders, no requests to participate or no suitable requests to participate have been submitted in response to an open procedure or a restricted procedure, provided that the initial conditions of the contract are not substantially altered***
  - (b) ***where the works, supplies or services can be supplied only by a particular economic operator for any of the following reasons:—***
    - (i) *the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance,*
    - (ii) *competition is absent for technical reasons,*
    - (iii) *the protection of exclusive rights, including intellectual property rights, but only, in the case of paragraphs (ii) and (iii), 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;*
  - (c) ***insofar as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the contracting authority, the time limits for the open or***

*restricted procedures or competitive procedures with negotiation cannot be complied with.*

- 7.7.3 In the case of (b)(ii) above, officers will be required to publish an Expression of Interest using a PIN to evidence that competition is absent (there is only one supplier) before a direct award on such grounds will be agreed
- 7.7.4 In the event of (c) above, the urgency must not have come about through poor planning. In the event that the Authority has known of the requirement for more than 4 weeks, it is unlikely that the officer will be given approval to award a contract under this route to market and will need to either identify a suitable framework or run a compliant competitive process (e.g. an accelerated Open Procedure with a 15 day tender period in accordance with Regulation 27(5) and a 10 day standstill period.
- 7.7.5 In any of the above cases, where the Authority agrees to allow a direct award under one of the above grounds, the Authority will publish a Voluntary Ex Anti Transparency (VEAT) Notices and apply a standstill period before being able to enter into a contract with any supplier. Following award/ contract execution, the Officer will also be required to publish a Contract Award Notice.
- 7.7.6 Officers should allow at least 2 weeks for the publication of the VEAT notice in addition to the time needed to collate the specification and contract and execute it.

## **7.8 Light Touch Procurement (Regulations 74-76)(PCRs15)**

- 7.8.1 Light Touch procurements are subject to a slightly more flexible set of rules and a higher threshold before a Contract Notice is required.
- 7.8.2 Where a contract value is above threshold set out above, the Authority must publish an advert/ notice on **Find a Tender Services** (FTS) and **Contracts Finder** (CF), and all documents must be attached electronically.
- (a) The Contract Notice/ call for competition must including details of the
- (i) conditions for participation,
  - (ii) time limits for contacting the contracting authority, and
  - (iii) the award procedure to be applied.
- (b) Officers need to set out the procurement procedure comprehensively and transparently, they may either adopt any of the Part 2 PCR Procedures adopt a slightly modified version of one of those procedures or design their own.
- (c) In all of the above options, the Officer must clearly set out in the procurement document the selection and award procedures, and any scope for negotiation or dialogue, and how the preferred bidder will be identified.
- (d) In designing the award criteria, officers may take into account any of the following
- (i) the need to ensure quality, continuity, accessibility, affordability, availability and comprehensiveness of the services;
  - (ii) the specific needs of different categories of users, including disadvantaged and vulnerable groups;
  - (iii) the involvement and empowerment of users; and
  - (iv) innovation

- (e) Also, unlike other procedures, there may be occasions for which these requirements may be changed during the procedure; subject to the change not having discriminatory effects on any of the Bidders.
- (f) Furthermore, there is no mandatory requirement to apply a standstill period to a contract to be let under the Light Touch Regime; however, in accordance with best practice, the Authority has taken the decision that a standstill period will be applied in all but the most exceptional circumstances.
- (g) In all of the above option, the approach and any decision to amend it mid procurement will require the approval of the Procurement & Contracts Manager.
- (h) Officers should allow between 8 and 26 weeks, and a further 2 weeks for a standstill period, depending on the design of the procedure.
- (i) Officers must publish a Contract Award Notice once a contract has been signed

## 7.9 Concession Contract Procurements (CCRs16)

- 7.9.1 The procurement of Concession Contracts is governed by a different piece of legislation; specifically, [The Concession Contracts Regulations 2016 \(legislation.gov.uk\)](https://www.legislation.gov.uk)
- 7.9.2 The Threshold at which the CCRs applies is substantially higher for services than the PCR and there is no equivalent to the requirements of Regulations 105 to 112 in the CCRs; (No mandated requirement to advertise on Contracts Finder)
- 7.9.3 The CCRs do not include prescriptive procedures as with the PCR however it is still built on the general principles of requiring the Authority to “*treat economic operators equally and without discrimination whilst also acting in a transparent and proportionate manner*”.
- 7.9.4 As with LTR procurements, officers can simply adopt one of the PCR Part 2 Procedures and/ or adopt and tweak which ever procedure will most likely deliver the best outcome and achieve Best Value.
- 7.9.5 Officers will still be required to publish Contract Notices and Contract Award Notices on [Find a Tender Services](#) (FTS) (Although it is not mandatory to publish any notices on [Contracts Finder](#) (CF) the Authority has taken the decision to do so voluntarily as best practice) and all documents must be attached electronically
- 7.9.6 Where an officer believes their contract amounts to a concession contract (as per the definition provided at 3.2 above), they must engage with procurement and legal to discuss their requirements and agree how the procurement should be designed/ administered in consideration of the above and the specifics of the CCRs

## 7.10 Utilities Contracts Regulations (UCRs16)

- 7.10.1 The procurement of Utilities Contracts is governed by a different piece of legislation; specifically, [The Utilities Contracts Regulations 2016 \(legislation.gov.uk\)](https://www.legislation.gov.uk)
- 7.10.2 The Threshold at which the UCRs apply vary with regards goods and services and there is no equivalent to the requirements of Regulations 105 to 112 in the UCRs. (No mandated requirement to advertise on Contracts Finder)
- 7.10.3 The UCRs are also built on the general principles of requiring the Authority to “*treat economic operators equally and without discrimination whilst also acting in a transparent and proportionate manner*”.
- 7.10.4 The UCRs, much like the PCR include a number of prescribed procurement procedures which in the main, can be matched to those found in the PCR. However, there are some differences/ flexibilities in the UCR version of the procedures that need to be accommodated/ complied with. These include

- (i) There is no need to justify the use of a negotiated procedure
- (ii) The Negotiated Procedure with prior call for competition has more flexibility than its PCR counterpart.
- (iii) There are no Prior Information Notices

7.10.5 Officers will still be required to publish Contract Notices and Contract Award Notices on **Find a Tender Services** (FTS) (Although it is not mandatory to publish any notices on **Contracts Finder** (CF) the Authority has taken the decision to do so voluntarily as best practice) and all documents must be attached electronically

7.10.6 Where an officer believes their contract amounts to a Utilities contract (as per the definition provided at 3.4 above), they must engage with procurement and legal to discuss their requirements and agree how the procurement should be designed/ administered in consideration of the above. It is worth noting that the Authority may choose to apply the PCRs and their more rigorous procedures and low thresholds if deemed beneficial to the Authority.

## 8 Evaluation Methodologies

### 8.1 General Principles

- 8.1.1 In designing an evaluation methodology, Offices must have regard to the following recommended approaches whilst also seeking to deliver value for money
- 8.1.2 The Award Criteria must (In accordance with [Regulation 67](#))(PCRs)
- (i) relate to the subject-matter of the contract,
  - (ii) be sufficiently clear, measurable, and specific,
  - (iii) not break the rules on technical specifications,
  - (iv) be proportionate as a means of assessing tenders, having regard to the nature, complexity, social value considerations and the estimated cost of the contract.
- 8.1.3 All questions asked at award stage must be forward looking and seek relevant technical and/ or social value information from bidders on how they will deliver this contract in consideration of the Specification and Contract.
- 8.1.4 All Pricing information requested must either relate to a lumpsum/ fixed prices or a schedule of rates; for the latter, an evaluation model must be created and shared with bidders to assist them with competitively tendering.
- 8.1.5 Where the evaluation methodology includes legal considerations such as proposed amendments, assumption, or qualifications; Legal must be part of both the question and scoring matrix design.
- 8.1.6 The relative importance of each of the technical and Social Value questions along with the price/ costs must be clearly identifiable within the Award Criteria; usually as a percentage of the whole (out of 100).
- 8.1.7 In addition, the Authority must also provide bidders with a clear and relevant scoring matrix for each question or potentially, groups of questions. It is important that the language and requirements in the scoring matrices link back to the question(s) and the relevant parts of the Specification. Only criteria clearly detailed within the scoring matrices will be able to be considered during evaluation.
- 8.1.8 Once the Authority has invited tenders, questions and scoring matrices must not be amended.
- 8.1.9 All evaluators must be "Suitably Qualified and Experience Persons (SQEP) for the question they are evaluating
- 8.1.10 Evaluators will evaluate each of their allocated question individually.
- 8.1.11 Evaluators do not need to evaluate all questions but the MUST evaluate all responses to a specific question
- 8.1.12 Where the process includes multiple stages, this process will be applied consistently for all stages so as to ensure a fair, consistent, and transparent process.
- 8.1.13 In the event that there is an inconsistency or an obvious error in the tender response, the Authority reserves the right to clarify this with the bidder in accordance with this document.
- 8.1.14 The Authority will evaluate pricing/ cost submissions in accordance with the methodology set out in the Instruction Documents and independently from the quality evaluation process.

- 8.1.15 In the event that the submission includes an arithmetical error that can be rectified without the provision of any additional or different information, the Authority reserves the right to make the correction.
- 8.1.16 Where, as part of the evaluation process, the price is considered to be 'Abnormally Low', the Authority must notify the bidder and give them an opportunity to demonstrate they are able to deliver the contract for the price/ that the rates are sustainable. Where the explanation is unsatisfactory, the Authority reserves the right to disregard the tender.

## 8.2 Single Quotes

- 8.2.1 Where it is permitted by the CPRs and these rules to obtain a single quote, Officers are required to identify a local supplier and they need to identify a means by which to check that it offers value for money against at least two of the following
- (a) A comparison of the cost against the budget
  - (b) A comparison of the rates received against industry standards where such rates exist
  - (c) A comparison of the costs/ rates received against a Framework Agreement that could be used
  - (d) Another means of demonstrating value for money in agreement with procurement and finance
- 8.2.2 In the event that there are no local suppliers, or the quote exceeds the budget and/ or there are no other means than the budget to demonstrate value for money, the Procurement and Contracting Manager may, in consultation with finance, may require that a quotes process be used instead. Any such decision is to be recorded on the contract register.
- 8.2.3 In the event that the value of the contract exceeds £25k, officers must publish a Contract Award Notice on Contracts Finder once the contract is signed

## 8.3 Request for Quotes

- 8.3.1 Where it is permitted by the CPRs and these rules to obtain quotes; officers are required to obtain three, one of which as a minimum, should be from a local supplier.
- 8.3.2 Officers may either evaluate these on a
- (a) price only basis (up to £100k), or
  - (b) quality and price basis.
- 8.3.3 Where evaluating on a quality/ price basis,
- (a) Officers may apply a split in the region of 80:20 to 20:80 and
  - (b) Officers should include up between 2 and 4 method statement questions depending on value and complexity of the requirement. This may or may not include a question on social value, depending on the scope of the contract.
  - (c) A scoring matrix must also be created that is aligned to those questions and with a focus on ensuring Best Value.
  - (d) The evaluation of the quotes must be by at least 2 evaluators and their scores must be moderated so as to ensure that the scoring criteria has been applied correctly.
- 8.3.1 In the event that the value of the contract exceeds £25k, officers must publish a Contract Award Notice on Contracts Finder once the contract is signed

## 8.4 Simple Tenders – Goods & Services

- 8.4.1 Where it is permitted by the CPRs and these rules to carry out a simple tender for Good & Services (3a), officers must collate a suite of procurement documents in accordance with Part 4.
- 8.4.2 Officers are required to evaluate these on a quality: price, Most Economical and Advantageous Tender basis
  - (a) Officers may apply a split in the region of 70:30 to 30:70 and
  - (b) Officers should include up between 3 and 5 method statement questions depending on value and complexity of the requirement.
  - (c) Officers must include a question on social value (environmental, Skills, Carbon, local business focused), depending on the scope of the contract.
  - (d) A scoring matrix must also be created that is aligned to those questions (based on the Authority's standard approach, and with a focus on ensuring Best Value.
  - (e) The evaluation of the simple tenders must be by at least 3 evaluators and their scores must be moderated so as to ensure that the scoring criteria has been applied correctly.
- 8.4.3 Officers are required to complete a tender report and make a recommendation for award in that tender report.
- 8.4.4 In the event that the value of the contract exceeds £25k, officers must publish a Contract Award Notice on Contracts Finder once the contract is signed

## 8.5 Simple Tenders Works

- 8.5.1 Where it is permitted by the CPRs and these rules to carry out a simple tender for works (3b), officers must collate a suite of procurement documents in accordance with Part 4.
- 8.5.2 Officers may utilise a two-stage process and down select the number of bidders to be invited to tender.
- 8.5.3 At Selection Stage – Offices are required to use the Standard SSQ Parts 1 & 2 along with the financial and insurance questions from Part 3 and at least two project specific questions
  - (a) The Project Specific questions should require the bidder to submit case studies that demonstrate that they have the required skills and expertise, as well as having previously delivered similar requirements.
  - (b) The case studies should share the 100% score between them as appropriate for the nature of the questions and their importance against the specification.
  - (c) A scoring matrix must also be created that is aligned to those questions (based on the Authority's standard approach, and with a focus on providing confidence in the bidders' ability to deliver the contract.
- 8.5.4 At Award Stage - Officers are required to evaluate these on a quality: price, Most Economical and Advantageous Tender basis
  - (a) Officers may apply a split in the region of 70:30 to 30:70 and
  - (b) Officers should include up between 3 and 5 method statement questions depending on value and complexity of the requirement.
  - (c) Officers must include a question on social value (environmental, Skills, Carbon, local business focused), depending on the scope of the contract.
  - (d) A scoring matrix must also be created that is aligned to those questions (based on the Authority's standard approach, and with a focus on ensuring Best Value.

- 8.5.5 The evaluation of the simple tenders at both selection and award stage must be by at least 3 evaluators and their scores must be moderated so as to ensure that the scoring criteria has been applied correctly.
- 8.5.6 Officers are required to complete a tender report that details any decision to down select post selection and also detail who the preferred Bidder is and a recommendation for award.
- 8.5.7 In the event that the value of the contract exceeds £25k, officers must publish a Contract Award Notice on Contracts Finder once the contract is signed

## **8.6 Direct Award under a Framework**

- 8.6.1 Where it is permitted by the CPRs, these rules and the selected Framework Agreement to make a direct award, the Officer must comply, and evidence compliance with the referenced rules by way of a tender report detailing the following;
- (a) Where in the Framework it states that Direct award is permitted and the rules for applying a direct award
  - (b) A copy of the desk-top exercise carried out by the Officer including the criteria that were applied in identifying the preferred bidders
  - (c) Details of the rates to be paid under the framework for the direct award and how this delivers value for money (e.g., the supplier selected was the cheapest on the framework, or they were the cheapest of those who demonstrated the required expertise and have availability at the required time)
- 8.6.2 In the event that the value of the contract exceeds £25k, officers must publish a Contract Award Notice on Contracts Finder once the contract is signed

## **8.7 Mini Competition under a Framework**

- 8.7.1 Where it is decided to use an existing Framework Agreement (CPCA owned or otherwise), officers are required to conduct the further competition as follows
- (a) Create a set of questions and a pricing model aligned to what is permitted under the framework agreement
  - (b) Where permitted by the framework, officers should seek to utilise a quality/ price split of 60:40 (the reason for the split favouring quality being that the price element is capped by the framework rates)
  - (c) Officers should include up between 3 and 5 method statement questions depending on value and complexity of the requirement.
  - (d) Officers must include a question on social value (environmental, Skills, Carbon, local business focused), if permitted by the Framework Agreement and depending on the scope of the contract.
  - (e) A scoring matrix must also be created that is aligned to those questions and in accordance with what is permitted under the framework
  - (f) The evaluation of the further competition tenders must be by at least 3 evaluators and their scores must be moderated so as to ensure that the scoring criteria has been applied correctly.
- 8.7.2 Officers are required to complete a tender report and make a recommendation for award in that tender report.
- 8.7.3 In the event that the value of the contract exceeds £25k, officers must publish a Contract Award Notice on Contracts Finder once the contract is signed. In addition, where the

contract value exceeds the thresholds set out in section 5 above, officers should also apply a voluntary standstill period and publish a Contract Award Notice on FTS

## 8.8 Direct Award Reg 32

- 8.8.1 As with a direct award below the threshold for the nature of the requirements, officers are still required to evidence that the proposed contract delivers Best Value.
- 8.8.2 The means for demonstrating this will depend on the nature of the requirements, the reason for the direct award, the proposed value of the contract and the timescales for delivering the requirements; officers are therefore required to liaise with procurement, legal and finance and this is to then be agreed prior to agreeing the award.
- 8.8.3 Officers, when negotiating with a supplier under Regulation 32, should still aim to include some form of Social Value in line with PPN 06/20 and the associated guidance. In the event that this is not practical, Officers must seek approval from procurement not to include this requirement.
- 8.8.4 The means of selecting the supplier, how the proposal was assessed for Best Value, the inclusion of social value or not, and the justification for the direct award must all be documented in a tender report and approved in accordance with the contract value before the mandated VEAT notice and subsequent Contract Award Notice are published.

## 8.9 Above Threshold Procedures

- 8.9.1 For all above threshold procurement, officers must collate a comprehensive suite of procurement documents in accordance with Part 5.
- 8.9.2 Officers may utilise any of the routes to market set out in this Part, as permitted under the relevant legislation.
- 8.9.3 **For an Open Procedure**
  - (a) SSQ - Offices are required to use the Standard SSQ Parts 1 & 2 along with the financial, insurance and references questions from Part 3 as a minimum (Section 10.4.1 below). There is no requirement to include Project Specific questions or case study requirements (section 10.4.2 below)
  - (b) Award Stage - Officers are required to evaluate on the basis of Most Economical and Advantageous Tender with a split between quality: price,
    - (i) Officers may apply a split in the region of 70:30 to 30:70 and
    - (ii) Officers should include up between 3 and 8 method statement questions depending on value and complexity of the requirement.
    - (iii) Officers may (as this is an Open Procedure) include a question on past experience and this can be scored or on a pass/ fail basis. (Officers should speak to procurement on how best to include such a requirement so as to ensure Best Value and effective competition)
    - (iv) Officers must include a question on social value (environmental, Skills, Carbon, local business focused), depending on the scope of the contract.
    - (v) A scoring matrix must also be created that is aligned to those questions (based on the Authority's standard approach, and with a focus on ensuring Best Value. (Where an experience-based question is being included, this may need a different scoring matrix, more aligned with the SQ standard matrix) (Officers may also need to use/ create a different scoring matrix for the social value question, depending on its structure and content – advice should be sought from procurement)

#### 8.9.4 **Multi-Staged Process (RP, CPN, CD)**

- (a) At Selection Stage – Offices are required to use the Standard SSQ Parts 1 & 2 along with the financial and insurance questions from Part 3 and at least two project specific questions
- (i) The Project Specific questions should require the bidder to submit case studies that demonstrate that they have the required skills and expertise, as well as having previously delivered similar requirements.
  - (ii) The case studies should share the 100% score between them as appropriate for the nature of the questions and their importance against the specification.
  - (iii) A scoring matrix must also be created that is aligned to those questions (based on the Authority’s standard approach, and with a focus on providing confidence in the bidders’ ability to deliver the contract.
- (b) At Award Stage - Officers are required to evaluate these on a quality: price, Most Economical and Advantageous Tender basis
- (i) Officers may apply a split in the region of 70:30 to 30:70 and
  - (ii) Officer should include up between 3 and 8 method statement questions depending on value and complexity of the requirement.
  - (iii) Officers must include a question on social value (environmental, Skills, Carbon, local business focused), depending on the scope of the contract.
  - (iv) A scoring matrix must also be created that is aligned to those questions (based on the Authority’s standard approach, and with a focus on ensuring Best Value. (Officers may need to use/ create a different scoring matrix for the social value question, depending on its structure and content – advice should be sought from procurement)
- 8.9.5 The evaluation of an above threshold procurement, at both selection and award stage, must be by at least 3 evaluators (potentially up to 5) and their scores must be moderated so as to ensure that the scoring criteria has been applied correctly.
- 8.9.6 Officers are required to complete a tender report that details any decision to down select post SSQ stage and also, where permitted, post initial tenders/ between dialogue meetings) and also detail who the preferred Bidder is and a recommendation for award.
- 8.9.7 Before a contract can be signed,
- (a) Officers must issue a [Regulation 86](#) notice (outcome/ standstill letter) to all bidders (successful and unsuccessful) at the same time (further detail on what is required is set out in section 10 below), and
- (b) Officers must apply a mandatory standstill period of 10 days ending at midnight on the final day (which cannot end on a weekend).
- 8.9.8 Officers must publish a Contract Award Notice on both [Contracts Finder](#) and [Find a Tender](#) once the contract(s) is signed.

## 9 Rules on Drafting Questions & Scoring Matrices

### 9.1 General Guidance

9.1.1 Officers are to consider carefully what questions they ask bidders to answer.

9.1.2 The questions asked must be in accordance with the following

- (i) SSQ – backward looking – ***“what has the company done in the past that demonstrates they have the capability to deliver this contract’s requirements?”***
- (ii) Award – forward looking – ***“how will you deliver this contract going forward?”***

### 9.2 Selection Questions

9.2.1 **The SSQ questions are/ can be used to**

- (i) Check the bidder has an appropriate track record ([Reg 57](#)); AND
- (ii) that they have the capability and capacity; AND
- (iii) (potentially) to select which bidders to shortlist to invite to tender

**Post selection, the responses to the SSQ fall away**

9.2.2 The questions should focus on the parts of the specification which are the most risky, complex, or are critical to the delivery of a high-quality/ on-time contract

9.2.3 They should seek to provide confidence that the bidders shortlisted can all deliver the contract

9.2.4 They should not be something you want to interrogate at award stage.

### 9.3 Technical Questions

9.3.1 The Award Questions

- (i) Need to relate to the subject matter of the contract; AND
- (ii) Need to work seamlessly with the specification and the contract; AND
- (iii) Will be used to Identify the preferred bidder; AND
- (iv) Will become contractual and used to manage the delivery of the contract

**9.3.2 The number of questions asked should be asked based on the following**

(a) The value of the contract

(b) The complexity of the contract

(c) The form of specification

- (i) **Input Specifications** – very prescriptive detail on what is required, maybe 2 to 3 questions, should focus on getting assurance bidders can deliver and on time.
- (ii) **Output Specification** – sets out the output to be achieved, maybe 3 to 5 questions, should focus on how, when, who will deliver that output, to the required quality and on time.

- (iii) **Outcome Specification** – sets out the purpose of the contract, maybe 5-8 questions, should focus on what, how, when why and who will deliver that outcome, along with the quality, timescales, and budget.
- 9.3.3 Officers should, in designing their questions, consider (clearly identify in the question) which parts of the specification and/ or contract the bidder needs to address in their response
- 9.3.4 Officers should start by setting the scene to each question and then
- (i) Ensure they are actually asking a question/ seeking specific information (rather than simply making a statement)
  - (ii) Ensure that the wording of the question does not allow bidders to simple answer yes or no
  - (iii) Avoid using double negative
  - (iv) Avoiding using convoluted or complicated terminologies, acronyms or other shorthand that could create confusion or difference in interpretation.
  - (v) Not ask for information that only an incumbent could provide
  - (vi) Only ask for information that is irrelevant to contract delivery
- 9.3.5 Where a question includes multiple bullet points that need to be responded too, officers need to decide and make clear whether the weighting of the question applies as a whole or whether each of the individual bullet points in the question have a discrete weighting's within the overall.
- 9.3.6 Officers should also make clear if they want the response submitted in a particular format, sequence, or other presentation requirements. (NB, if it isn't in the question or the scoring matrix then you can consider it!)

## 9.4 Social Value Questions

- 9.4.1 As with drafting technical questions, the need to relate to the subject matter of the contract and Bidders need to understand what is expected from them
- 9.4.2 Officers may include their own specific social value requirements within the specifications such as
- (a) Net Zero compliance
  - (b) Real Living Wage Employer by the Living Wage Foundation,
  - (c) Apprenticeships
  - (d) Skills and development
- OR
- 9.4.3 Officers may choose to select questions from the Social Value Model (PPN 06/20) [PPN 06/20 Social Value Model](#)
- (a) Where officers select themes/ questions from the model, they may include the questions verbatim or use them as an idea and tailor them to their contract. Equally, they may use the scoring matrix as issued, or modify it to meet their requirements. [Social Value Model scoring matrix](#) and guidance
  - (b) Where officers are using themes and the principles of the Social Value Model but modified, this must be made very clear and bidders may “assume” that they can pick an answer from their library of Social Value Model, model answers

- 9.4.4 Definitions:
- (a) “Net Zero” above means a policy and all the practical measures taken by a potential bidder in a procurement by which this bidder ensures and achieves zero balance between the amount of greenhouse gas produced and the amount removed from the atmosphere in its operations.
  - (b) “Real Living Wage” is the hourly rate payable by organisations to their employees and contractors as this is set by the Living Wage Foundation, which corresponds to the hourly rate working people need to afford a minimum ‘decent’ standard of living.

## 9.5 Commercial Questions - written

- 9.5.1 In some cases, in addition to the evaluation of price/ cost, officers may also wish to ask for written explanations/ assurance that the price/ completed cost model etc. are both realistic and sustainable.
- 9.5.2 In creating such a question, officers need to identify what they consider to be their key risk or concerns and then create a question that links back to the commercial model/ price that would allow the bidder to address those risk/ concerns and provide confidence that if awarded the contract, they won’t come back asking for more money or the contract will fail.
- 9.5.3 Officers should involve finance in the drafting of any such questions and ensure that those who will be involved in the evaluation of the commercial element (price and this question) are suitably qualified to evaluate the answer). This question cannot be evaluated by the technical team or with reference to the technical responses.
- 9.5.4 As with the technical questions, the question needs to relate to the technical and legal requirements and need a bespoke scoring matrix that picks up on the risks and considerations that the question seeks to address and the level of confidence that the response provides.

## 9.6 Legal Questions

- 9.6.1 In most procurements (Open and Restricted) Bidders are simply required to accept the terms and conditions as issued (as there is no scope to negotiate make changes post issue of the procurement documents)
- 9.6.2 It is accepted that in CPNs and CD procedures that one of the most common elements to be finalised during such discussions is the contract/ legal obligations and is often linked to resolving a number of assumptions and qualifications.
- 9.6.3 Where the contract is open to amendment, officers need clearly set out what information they require from bidders and how they are going to consider/ accept or score such information.
- 9.6.4 As with any evaluation, officer need to ensure that
- (a) all bidders are treated equally,
  - (b) the question/ evaluation is focused on the needs of the contract and risk; and
  - (c) that the approach is transparent and applied as stated.
- 9.6.5 Any questions or evaluation of legal consideration must be discussed and agreed with legal and will require legal to evaluate the response to ensure accurate evaluation and fair treatment.

## 9.7 Page count/ word restrictions

- 9.7.1 Officers will also need to consider how many words/ pages they will allow bidders in which to respond to the required questions (too many and you get a lot of waffle, too few

and you get high-level basic details only); as such response restrictions should be proportionate to

- (i) The number of points in the question to be answered
- (ii) How much of the specification they need to address/ develop/ explain in answering the question
- (iii) The form of specification being used and the level of detail that is required to make the specification when read with the responses, performance manageable.
- (iv) The amount of time it will take bidders to respond, evaluators to evaluate and the authority to moderate; along with the available timescales
- (v) Whether the response needs; a programme, CVs, flow charts, policies, or other evidence to provide assurance that the supplier isn't just "talking the talk when they can't walk the walk".

## 9.8 Financial Evaluation

- 9.8.1 Depending on the nature of the contract, the financial evaluation may be based on a lump sum, an annual cost, a schedule of rates, service user costs
- 9.8.2 Where a lump sum or annual cost are the logical outcome of bidders completing the pricing document (often an excel document) then it is this value that should be evaluated
- 9.8.3 Where the pricing document requires bidder to provide rates; be that for requirements that will be paid for by the authority or the service users, those rates need to be translated into a value that can be evaluated.
  - (a) A value for "evaluation purposes only" ideally should be based on an indicative set of usage levels provided by the Authority and based on historic information. The reason for this usage data being provided by the Authority (for evaluation purposes only) is to ensure a level playing field and to prevent bidders from trying to "game" the evaluation process by low-balling prices of activities that are used less and loading prices that will be used often. It also aids in levelling the playing field where there is an incumbent.
  - (b) Due to the complexity of some contracts, it may be necessary to use an external consultant to create this pricing model for evaluation purposes and where relevant, the model should consider the guidance included in the Commercial Playbooks around SCMs.
  - (c) Once created, officers should try to "break" or manipulate the model before using it so as to satisfy themselves that it is not "gameable"
- 9.8.4 Once there is a value that can be evaluated the officer needs to discuss with procurement the optimal way to evaluate that price.
- 9.8.5 The most commonly used approach is the calculation of a relative score, other options include the Price per Quality Point, or a banding system

### 9.8.6 Relative Pricing

- (a) This mechanism works as follows
  - (i) The lowest priced bid score the maximum score available
  - (ii) The rest of the bidders are score relative to the lowest bid as follows
  - (iii)  $\frac{\text{Lowest Price}}{\text{Bidder's Price}} \times \text{price weighting} = \text{bidder's price score}$

- (b) This approach can cause bidders to price lower than they might otherwise as it creates a perception that there is a “race to the bottom”

**9.8.7 Price Banding**

- (a) This mechanism works as follows

- (i) The procurement document includes a table whereby for a range of values, the bidder can calculate their price score out of a possible 30% as follows

Over £1,000,000	fail
750,000 – 999,999	10%
500,000 – 749,999	20%
250,000 – 499,999	30%
250,000 or less	Abnormally low/ fail

**9.8.8 Maximum Price**

- (a) Sometimes the aim of the procurement is to maximise service delivery against a budget, in such cases, it may be preferable not to use a relative price of a price banding that favours the lowest price. In such cases, the above table should be reversed and those that use the whole budget score highest.

**9.8.9 Price per Quality Point (PCP)**

9.8.10 This approach seeks to reward bidders for providing a quality offering and is calculated as follows

- (a) The quality part of the evaluation uses the whole 100% of the score.
- (b) The quality responses are scored as per any quality questions, weighted, and then totalled
- (c) The bidder’s price is then divided by their quality score; such that, the higher the quality score, the lower the PCP
- (d) The Bidder with the lowest PCP wins.
- (e) An obvious concern with this method is that bidders could unnecessarily “gold plate” their offering. Officers can, to protect against this risk, include a maximum cost that bidders can submit. This must be made very clear along with the consequences of submitting a price above this maximum (e.g., exclusion from the procurement)
- (f) This evaluation methodology is the required methodology for a Competitive Dialogue; but should be considered for any procurement where there is a high emphasis on quality needed.

9.8.11 Officers should discuss all of the above with procurement before finalising their evaluation methodology as the method of evaluating price can impact whether the outcome of the procurement actually provides Best Value.

# PART 5 - PROCUREMENT ADMINISTRATION

## 10 Procurement Documentation Requirements

### 10.1 Instruction Document (ITT) (Regulation 54-56)(PCRs2015)

- 10.1.1 Every procurement that is Level 2 or above must include an instruction document.
- 10.1.2 Officers are to use the Authority's templates and tailor it to the contract's specific requirements.
- 10.1.3 This document must clearly set out the process (and Procedural Requirements) to be followed, including
  - (a) Background information – who the Authority is, what they are seeking to achieve and any other relevant information
  - (b) An overview of the technical requirements, funding obligations or pertinent contractual obligations e.g.; insurances
  - (c) Details of which procurement procedure has been adopted, the detailed procurement process (including where relevant, details of all stages), and indicative timescales
  - (d) Details of all documents being made available to Bidders to allow them to submit a response
  - (e) Details of how bidders are to submit clarifications and communicate with the authority
  - (f) Evaluation Methodology
    - (i) SSQ - Where there is a discrete selection stage – details of what is required, how the submitted information will be evaluated and how bidders will be selected to participate in the next stage of the procurement
    - (ii) Award - details of what is required from bidders (quality & price), how the submitted information will be evaluated and how the preferred bidders will be identified
  - (g) Multi-stage procurements only
    - (i) The purpose of the multi-stage approach
    - (ii) Details of whether initial tenders can be accepted
    - (iii) Details of Minimum Requirements and the Award Criteria
    - (iv) Details of how the Authority will decide to proceed to negotiation/ dialogue
    - (v) Details of how bidders will be down selected between stages (Regulation 63)
    - (vi) Detail of how the negotiation meeting/ dialogue meetings will be administered and information shared
    - (vii) Details of how the Authority will determine that the negotiation stage is complete
  - (h) Details of the Standstill process
  - (i) Pre-Award Supplier Assurance/ Due Diligence

- (j) Conditions of Tendering – all of the do's and don'ts of participating in the procurement process.
- (k) Form of Tender, anti-collusion certificate etc
- 10.1.4 Where the procurement requires supplier assurance, the elements to be revisited must be clearly documented in both the SSQ and the Instruction document. Equally, the impacts of any adverse changes must also be clearly stated; e.g., a supplier may be eliminated if they fail the SSQ or there are major concerns identified at award stage and those concerns cannot be mitigated with PCG or a Bond.
- 10.1.5 Where the process is multi-staged, this document must be updated as the procurement progresses.

## **10.2 Due Diligence Assessment**

- 10.2.1 Where a selection stage is not permitted (Levels 1, 2 & 3a), the Authority may still assess a basic level of supplier capacity and capability, this to generally include turnover, Profit Margins, and relevant ratios
- 10.2.2 Officers must liaise with Procurement and Finance to identify the most appropriate and thus required assessments in consideration of the contract value, any risks identified above and the potential impact of contract failure during delivery.
- 10.2.3 This assessment should then result in a simple pass or fail.

## **10.3 Standard Selection Questionnaire (SSQ Parts 1 & 2)(Regulation 57)(PCRs)**

- 10.3.1 Where a procurement is following either a Level 3b or Level 4 procurement, the Authority may set Conditions of Participation
- 10.3.2 The Authority must use the central government issued questionnaire as the foundation for this assessment. An unacceptable response to this questionnaire may result in the supplier being excluded
- 10.3.3 This part of the template includes the mandatory questions and is built into the e-tendering portal for bidders to respond to on-line.
- 10.3.4 The Authority must provide scoring guidance (what amounts to a pass or a fail) against each of the SSQ on the portal, to ensure transparency and fair competition.
- 10.3.5 In exceptional circumstances the SSQ may be submitted as a word document for Bidders to download, complete and return; but only where agreed by the Procurement and Contracting Manager.

## **10.4 Standard Selection Questionnaire (SSQ Part 3)(Regulation 58)(PCRs)**

- 10.4.1 Where an Open Procedure is being followed, officers need to consider which of the following should also be assessed on a purely pass/ fail basis; specifically
  - (a) suitability to pursue a professional activity;
    - (i) Qualifications & Accreditations
  - (b) economic and financial standing;
    - (i) turnover & ratios & P&L
    - (ii) Insurance
  - (c) technical and professional ability.

- (i) References – Pass/ Fail
- (d) Other – Based on PPN Guidance
  - (i) Data Protection – Commitment - Pass/ Fail
  - (ii) Health & Safety – Commitment - Pass/ Fail
  - (iii) Carbon Reduction – Commitment - Pass/ Fail
  - (iv) Skills & Apprenticeships – Commitment - Pass/ Fail
  - (v) Tackling Modern Slavery - Commitment - Pass/ Fail
- 10.4.2 Where a Level 3b or a Level 4 Restricted, CPN or CD procedure is being used and the Authority wishes to select the most skilled and experienced bidder/ down select before award stage ([Regulation 63](#)), officers may in addition to the optional questions detailed in 7.4.1 above, may include additional/ project specific questions as follows
  - (i) Technical Questions that test how the bidder has deliver all or specific parts of the technical requirements, as included in the specification, previously (Backward looking)
  - (ii) Organisation Capacity, skills, and experience (generally)
- (b) Questions asked at SSQ stage must be backward looking – “what has the organisation done in the past?”, it should not include questions about individual staff or performance commitments
- (c) Officers should note that where something is assessed at SSQ stage, it should not also be assessed at award stage.
- (d) Furthermore, the response to the SSQ questions do not generally become part of the final contract; where this is the case, Officers should not ask questions at SSQ where they would wish to include the commitment in the contract
- 10.4.3 Officers are required to include details of how the responses to these questions will be evaluated. The scoring matrix should be based on the Authority’s standard approach but tailored to meet the specific requirements of the questions being asked.

## 10.5 Technical Specification (Regulation 42)

- 10.5.1 Specifications are not a legal document but are often the most legally significant document
  - (a) *“Technical specifications shall afford equal access of economic operators to the procurement procedure and shall not have the effect of creating unjustified obstacles to the opening up of public procurement to competition.”*
  - (b) Specifications should be based on Performance and Functionality
  - (c) Ultimately the specification document will become a schedule of the contract and will be one of the mechanisms through which officers will manage the resultant contract.
  - (d) The specification should not be drafted in isolation to the other procurement documents and should be input into by all affected stakeholders and where possible, a sample of service users. In particular, its content feeds into
    - (i) Procurement strategy
    - (ii) Selection requirements
    - (iii) Award requirements (questions and scoring matrix)

- (iv) Form of contract and specific contract obligations
  - (v) Key Performance Indicators
  - (e) Where a requirement is particularly technical, officers need to determine whether they have the technical experience and expertise to draft the specification or whether they need to instruct an external specialist to draft the document for/ with them.
  - (f) Furthermore, officers should consider whether to carry out a market engagement event to feed into the specification or if there is any other research that they could carry out to ensure that the specification is both appropriate and competitive.
  - (g) Where officers seek input from an external technical expert (individual or organisation) or engage with the market to ask questions or review the proposed specification, officer must ensure that they consider any potential (or perceived) conflict of interest (Reg 24) or unfair advantage (Reg 40 and 18) and take all reasonable steps to manage those risks
- 10.5.2 There are three types on specification commonly used, these are set out below.
- (a) **Input-based specification** – are traditional form of specification; substantial, exacting and very prescriptive in what, how, when
    - (i) Will need to include precise details regarding (for example):
      - What is wanted (product, model, colour, size, etc.)
      - How the contract is to be performed
      - By when and even by who
  - (b) **Output-based Specification** - the output is described but not how to achieve it, and
    - (i) Will need to include details regarding
      - What is wanted (e.g., a hospital with many beds, a block of flats each with a footprint of X)
      - Minimum standards
      - Timescales
      - Budget
  - (c) **Outcome-based specification** – defines the purpose of the project or contract, and
    - (i) Will need to include details regarding
      - the function or performance that a solution must fulfil for the end-users
      - quantify the desired outcomes (if possible)
- 10.5.3 Examples of these approaches is included below regarding the requirement to build a bridge.
- (i) An **Input specification** would talk about the materials that would be used, their depth and consistency, the volume of asphalt required, the British Standards regulations for these materials and the methods of preparing the surfaces along with a detailed bill of quantities, plans and schedule.
  - (ii) An **Output specification** would describe what you want –a bridge that has a hard surface, which is 2m wide and has a warranty of workmanship and materials.

- (iii) **An Outcome specification**, on the other hand, would simply explain why you are commissioning this project in the first place. You want to provide the shortest and most convenient means of pedestrian access from the main road to the entrance of an office block which would allow 500 pedestrians to use it simultaneously between the hours of 06:00 to 19:00 on working days.
- 10.5.4 It is possible to have a specification that is “broadly” based on one approach, but with elements of the others; however, unusual “restrictions” or levels of “discretion” can actually make it very difficult for bidders to provide compliant solutions.
- 10.5.5 Officers need to be careful, with regards any approach to creating a specification, that they do not
- (a) Include a requirement that is so prescriptive that it is anti-competitive
- (b) Specify a requirement based on brand, serial number etc unless they include the option to offer “equivalency”
- 10.5.6 Where a specification does include a product brand/ model number and bidders are invited to submit an equivalence, it is the responsibility of the Bidder to demonstrate how their proposed solution is equivalent and this should be clearly set out in the Instruction document in the conditions of tendering section.
- 10.5.7 In addition to the specification approach, it is important that the document is structured in a clear and logical order and that where possible, the requirements are explicit rather than implied (especially in an open and restricted procedure where there is no scope to negotiate/ develop the specification throughout the procedure).
- 10.5.8 The Specification should also include (and link back to the contract) specific sections on
- (i) **Quality Assurance Standards and environmental management standards** (Regulation 62 (PCRs))
- ISO accreditations
    - Quality Control
    - Cyber Security
    - Business Continuity Plans
  - Performance requirements – including KPIs, service levels and service credits (where relevant)
- (ii) **Economic, Innovation-Related, Environmental, Social or Employment-Related Consideration** (Regulation 70 (PCRs))
- Social Value - (Social Value Act 2012)
  - Policies and commitments
- (iii) **Subcontracting** and reliance on the capacity of others (Regulations 63 & 71 (PCRs))
- Sub-contracting and supply chain management expectations
- (iv) **Contract Management**
- Roles & Responsibilities – Bidder v Authority
  - Delays and remedies
  - Reporting/ Contract Management

(v) **Termination assistance/ exit planning** – including TUPE

10.5.9 **Specification Risks**

- (a) Bidders decide whether to participate in the procurement based on the content of the specification document, a poor document may reduce effective competition
  - (b) Ambiguous, poorly written specifications can result in
    - (i) may result in significant number of clarifications and extensions to the procurement timeline
    - (ii) bidders submitting very different solutions which cannot then be evaluated on a like for like basis
    - (iii) may require alteration post award which creates a procurement risk
- 10.5.10 Officers are encouraged to engage with procurement and legal as soon as possible so as to ensure that all essential considerations are included within the specification document.

## 10.6 Award Questions Response Document

10.6.1 **Overview**

- (a) Officers are required to populate the procurement response template with their questions.
- (b) It is important that the evaluation methodology and the response requirements are very clear, and that bidders understand what is expected from them
- (c) The aim is that by putting everything in one place and requiring them to complete our template that bidders do not accidentally miss answering a question or submit in a format that make it difficult for evaluators to evaluate.
- (d) Officers should also consider, where using different scoring matrices for different questions/ question types, whether to include the relevant scoring matrix after each question so as to remove any risk of ambiguity.
- (e) Officers are encouraged to engage with procurement before completing this document.

10.6.2 **Most Economical & Advantageous Tenders (MEAT)**

- (a) The default evaluation approach is to assess both quality and price; the split of the 100% score between the two considerations will depend on the route to market, value, specification, and complexity. As such, it is essential that officers, when completing this template, clearly identify the split to be applied to the different categories of question, include as follows,
  - (i) In the event that there is a written commercial question, the weighting for this question should be within the price share of the split.
  - (ii) Likewise, social value questions, the weighting should be taken from the quality share of the split.
  - (iii) In the event that the legal requirements are evaluated, this needs to be clear and should generally be a pass/ fail assessment.

10.6.3 **Quality**

- (a) Officers need to clearly detail in the template, the weighting share of each question; this should be as a portion of the whole, e.g., if quality has a share of 60% then the total of all quality questions (including social value) must be 60%

#### 10.6.4 **Price**

- (a) Officers need to summarise in this document what information they require for “price” and how it will be evaluated.
- (b) Ideally, the way in which the pricing information is requested, should align to how the price was calculated in section 5.2 above.
- (c) Where the pricing requirement is to be based on a schedule of rates, then a “pricing model” is required or where the use of the PCP is being considered, then how this is included in this document should be discussed with procurement with clear links to the explanation that will be included within the instruction document.

#### 10.6.5 **Social, Economic and Environmental**

- (a) As with other quality questions, officers need to include details of the questions and the question weighting in this section.

### 10.7 **Contract Document**

- 10.7.1 This document must provide the bidder with all of the information needed to understand the performance obligations that they will need to adhere to. Some key considerations being
  - (a) Performance management considerations including KPI reporting, change management and termination
  - (b) Payment Obligations and Mechanism including prompt payment to the supply chain and managing indexation and/ or inflation risks
  - (c) Liabilities, insurance, collateral warranties, and Intellectual Property
  - (d) Details of Health & Safety and/ or environmental considerations
  - (e) Details of relevant public sector legislation (GDPR, FOI, EIR etc)
- 10.7.2 Where the procurement process allows for negotiations/ dialogue, the document may be published in draft with the non-negotiable requirements clearly identifiable as mandatory.
- 10.7.3 Officers should liaise with legal on the drafting of this document as soon as a draft specification is available as the two documents need to be consistent and coherent.

### 10.8 **Clarification Record**

- 10.8.1 Procurement will create a clarification log for all procurements
- 10.8.2 Officers will be required, working with procurement, to answer all of the clarification questions asked by bidders throughout the procurement process.
- 10.8.3 This document will be shared with evaluators and may also become part of the contract (or inform updates to procurement document/ the contract in a multistage procurement)

### 10.9 **Form of Tender**

- 10.9.1 The Authority must publish a Form of Tender that all bidders must sign and return with their tender submission, and which must include as a minimum the following declarations:
  - (a) That they have complied with the rules of the procurement (Procedural requirements) and satisfied the conditions of participation

- (b) They have not acted in a way that would be assessed by the Authority as being unacceptable/ subject to either mandatory or discretionary exclusion e.g., bribery, corruption, fraud etc
  - (c) That they have the authority to submit a tender and that the price is fixed for the stated duration.
- 10.9.2 Where a procurement procedure is based on a two stage or multi-stage procedure, officers should ensure that it is clear in the instruction document at which point this must be completed and submitted by bidders.

## 10.10 Evaluation records

- 10.10.1 All evaluators are required to document their evaluation of every question for every bidder that they score.
- 10.10.2 These records must include
- (i) their name and date;
  - (ii) the question number and title;
  - (iii) all of the question sub-requirements;
  - (iv) comments against each limb of the relevant scoring matrix (ideally against each of the questions' sub-requirement);
  - (v) a score in accordance with the relevant scoring matrix; and
  - (vi) a summary of the reason for that score including, "what they did well and what they could do better"
- 10.10.3 Evaluators should make their notes digitally and these must be issued to procurement ahead of moderation and must NOT be deleted
- 10.10.4 Officers are also required, as part of their evaluation, to send any clarification requirements that they have through to procurement. Once all of the evaluators have submitted the questions and score sheet, procurement will then collate and issue these questions to the bidders and the response will be discussed at moderation. As with other clarifications, these may be included in the contract/ used to inform subsequent stages where applicable.

## 10.11 Moderation Records

- 10.11.1 The individual scores of each evaluator must be collated in a moderation spreadsheet
- 10.11.2 At moderation, the moderator must document
- (a) The individual evaluators' initial summaries,
  - (b) A chronology of the discussions for each question and each bidder;
  - (c) The consensus scores for each question for each bidder;
  - (d) And a reason (documented for each evaluator) why there have (if there have) been any changes to an evaluator's initial score
  - (e) Any clarifications questions asked as a result of moderation and how that response has been considered.

## 10.12 SSQ Report

- 10.12.1 where applicable, the results of the qualitative selection and reduction of numbers pursuant to regulations 65 and 66, namely
- (i) the names of the selected candidates or tenderers and the reasons for their selection;
  - (ii) the names of the rejected candidates or tenderers and the reasons for their rejection;
- 10.12.2 Details of if a higher than “twice the estimated contract value” is used in the SSQ assessment along with a justification for the increased threshold, such as reference to special risks.

## 10.13 SSQ Outcome Letters

- 10.13.1 Following the outcome of a selection stage, officers will be required to notify bidders of the outcome of their evaluation and moderation process.
- 10.13.2 Officers must notify all bidders at the same time
- 10.13.3 Although there is no automatic requirement to provide feedback as part of these letters, Bidders are entitled to request feedback under [Regulation 55](#); specifically, “the reasons for the rejection of its request to participate” and this must be provided within 15 days of the request.
- 10.13.4 The Authority has therefore decided, that in accordance with best practice, that Officers should provide bidders with the following
- (i) Their scores, and
  - (ii) The reason for their score
- And thus, the reason for their rejection
- (b) As there are no “preferred” Tenderers at SSQ stage, there is no requirement to provide them with the “characteristics and relative advantages of the successful tender”,

## 10.14 Initial Tender Outcome Letters

- 10.14.1 Although there is no formal requirement at this point around notifications, officers are encouraged to communicate with tenderers in a fair and transparent manner and in accordance with what was stated in the instruction document and in line with any decisions being made.
- 10.14.2 Where this letter is informing bidders that they have not been selected to participate in the next stage, then in accordance with Regulation 55, officers are required to notify “any tenderer that has made an admissible tender of the conduct and progress of negotiations and dialogue with tenderers”.
- 10.14.3 Officers must liaise with procurement as to what exactly should be included in the notification being mindful that the procurement is still live

## 10.15 Tender Outcome/ Standstill Letters

- 10.15.1 For all tendered procurements, officers must notify bidders of the outcome of their evaluation and moderation exercise.
- 10.15.2 Officers are recommended to apply a voluntary standstill period for all procurement with a value that is “above threshold” regardless of whether a standstill period is mandatory

- 10.15.3 Where a regulation 87 standstill period is applied (mandatory or voluntary) the Authority has committed to providing an outcome letter/ Regulation 86 notification to all bidders. This decision has been taken in line with best practice, to aid bidders in using unsuccessful outcomes to improve future tenders and to protect the authority from the risk of a claim of ineffectiveness.

## **10.16 Tender Report / Regulation 84 Report (PCRs)(Level 3 and 4)**

- 10.16.1 Officers are required to create a tender (evaluation and decisions) report; this should include as a minimum
- (a) Introduction and Background to the procurements
  - (b) Details of the contract value, duration, any lots, regional packages, or other relevant information
  - (c) Details of the procurement procedure (including when using an existing framework or DPS), the stages and where a CPN or CD, the justification for the use of that procedure along with minimum requirements or any other key information
  - (d) A justification for the use (or not) of Lots
  - (e) The evaluation methodology including the questions and scoring matrices
  - (f) Details of the evaluators and which questions they were evaluating
  - (g) Details of how many tenders were received along with any issues, non-compliances etc
  - (h) Details of any training provided to evaluators
  - (i) Details of any templates or other guidance issued to evaluators
  - (j) Details of any clarifications raised by evaluators or during moderation
  - (k) Details of any moderation templates, the process applied and the date of the meetings
  - (l) Details of any issues that arose during the evaluation or moderation process and how they were managed
  - (m) A summary of the moderation scores, weighted scores, and total
  - (n) Details of the commercial evaluation process and the scores (including calculations)
  - (o) Details of any abnormally low clarifications/ tenders rejected where found to be abnormally low
  - (p) A table summarising all technical and commercial scores
  - (q) The name of the successful tenderer and the reasons why its tender was selected
  - (r) Details of any lessons learned
  - (s) Details of any governance in place/ required before the contract can be signed
  - (t) Appendices
    - (i) Appendix A – Award Criteria
    - (ii) Appendix B – Scoring Matrices

- (iii) Appendix C - Evaluator SQEP record
- (iv) Appendix D – Moderation Notes
- (v) Appendix E – Pricing Calculation
- (vi) Appendix F - Governance/ budget approval
- (vii) Appendix G – Conflict-of-Interest Register
- (viii) Appendix H – Details of any Prior Involvement Measure taken
- (ix) Appendix I – A copy of the SSQ Report

## 10.17 Conflict of Interest Register

- 10.17.1 The Authority has an obligation to create and maintain a Conflict-of-Interest Register.
- 10.17.2 Officers are therefore required, at every stage of a procurement, to notify procurement where there is even a minor change in circumstances that could amount to or be perceived as amounting to a conflict-of-interest.
- 10.17.3 Regulation 24 details that
  - (a) *the concept of conflicts of interest shall at least cover any situation where relevant staff members have, directly or indirectly, a financial, economic, or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.*
    - (i) *“relevant staff members” means staff members of the contracting authority, or of a procurement service provider acting on behalf of the contracting authority, who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure*

## 10.18 Letters of Intent

- 10.18.1 Following the completion of a procurement process/ a standstill period, the officer may, where it is deemed necessary due to potential delays in executing a contract, seek to issue a letter of intent to the preferred bidder.
- 10.18.2 Any such letter of intent should be approved by legal, procurement and finance and in accordance with the Scheme of Delegation and the value of the letter.
- 10.18.3 This to be an exception process rather than the rule.

# 11 Notices

## 11.1 Prior Information Notice (*Regulation 48*)(PIN)

- 11.1.1 Officers can use a PIN in a number of different ways; including
- (a) **As a call for competition** ahead of a procurement using either a Restricted Procedure or a Competitive Procedure; subject to the following
    - (i) it refers specifically to the supplies, works or services that will be the subject-matter of the contract to be awarded;
    - (ii) it indicates that the contract will be awarded by restricted procedure or competitive procedure with negotiation without further publication of a call for competition and invites interested economic operators to express their interest;
    - (iii) it contains all the required information as per the link below
    - (iv) it has been sent for publication between 35 days and 12 months prior to the date on which an invitation is sent for the purposes of regulation 54(1) or (2).
  - (b) As a means to publicise a **Market Engagement Event**
  - (c) As a means to **shorten the time period for receipt of Tenders** as follows
    - (i) Open Procedure – reduced to 15 days
    - (ii) Restricted Procedure – Tender stage reduced to 10 days
    - (iii) CPN – Tender stage reduced to 10 days
  - (d) The above being reliant on the PIN having been published in accordance with the following
    - (i) the prior information notice included all the information required in regulation 48(2), insofar as that information was available at the time the prior information notice was published;
    - (ii) the prior information notice was submitted for publication between 35 days and 12 months before the date on which the contract notice was submitted.
- 11.1.2 A PIN may NOT be used for multiple purposes, e.g., a call for competition and to shorten the time for the submission of tenders. Advice should be sought from procurement is considering using a PIN as part of the procedure.
- (a) The notice needs to include specific information and as such officers must liaise with procurement to collate this information; further detail is available at [Information to be included in notices](#) (Part B or Part I for TLR)

## 11.2 Contract Notice – Find a Tender Service (*Regulation 49*)

- 11.2.1 A Contract Notice is used as **a call for competition** (advert for above threshold procurements) (value or benefit to the supplier)
- (a) As a call for competition is required for the following
    - (i) Open Procedure, Restricted Procedure, CPN or a CD
    - (ii) A Procedure to launch a Light Touch Regime Procurement
    - (iii) Establishing a Framework or a DPS

- (iv) A procurement launched in accordance with the Utilities Contracts Regulations 2016
  - (v) A procurement launched in accordance with the Concessions Contracts Regulations 2016
- (b) It is NOT required when
- (i) The competition is being let under an established framework of DPS
  - (ii) The call for competition was via a PIN
  - (iii) The contract is being awarded under Regulation 32
  - (iv) The value of the procurement is below threshold
- 11.2.2 The notice needs to include specific information and as such officers must liaise with procurement to collate this information; further detail is available at [Information to be included in notices](#) (Part C or Part H for LTR or CCR)

### 11.3 Contract Award Notice – Find a Tender Service (*Regulation 50*)

- 11.3.1 A contract award notice tells the market **that you have awarded** an above threshold contract (value or benefit to the supplier)
- (a) It is MANDATORY in the following situations
- (i) A contract or Framework Agreement has been awarded following an Open Procedure, Restricted Procedure, CPN or a CD Procedure
  - (ii) An Award under Regulation 32
  - (iii) An award under a DPS
  - (iv) An award of a Utilities Contract
  - (v) An award of a Concessions Contract
- (b) Is RECOMMENDED (and therefore **is required**) in the following situation
- (i) A call-off under a framework agreement
  - (ii) An Award following a Light Touch procurement procedure
- 11.3.2 The notice needs to include specific information and as such officers must liaise with procurement to collate this information; further detail is available at [Information to be included in notices](#) (Part D or Part J for CCR or LTR)

### 11.4 Voluntary Ex Anti Transparency Notice (VEAT) – Find a Tender Service

- 11.4.1 Transparency Notices are to be used where a direct award has been made under Regulation 32. The notice must be published by Procurement and must be published for a period in excess of 10 days (a standstill period) before the contract can be signed.

### 11.5 Modification Notice – Find a Tender Service

- 11.5.1 Modification Notices are required where a change is made to a contract in accordance with [Regulation 72](#) as follows

- (a) 72(1)(b) – for additional works, services or supplies by the original contractor that have become necessary and were not included in the initial procurement, where a change of contractor—
  - (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, services or installations procured under the initial procurement,
  - (ii) would cause significant inconvenience or substantial duplication of costs for the contracting authority, provided that any increase in price does not exceed 50% of the value of the original contract;
- (b) 72(1) (c) - where **all** of the following conditions are fulfilled:—
  - (i) the need for modification has been brought about by circumstances which a diligent contracting authority could not have foreseen;
  - (ii) the modification does not alter the overall nature of the contract;
  - (iii) any increase in price does not exceed 50% of the value of the original contract or framework agreement.
- (c) The notice needs to include specific information and as such officers must liaise with procurement to collate this information; further detail is available at [Information to be included in notices](#) (Part G)

## 11.6 Contract Notice – Contracts Finder (*Regulation 106*)

- 11.6.1 A contract notice (call for competition) must be placed on Contracts Finder where both of the following apply
  - (a) The value of the contract is in excess of £30k (including VAT) AND
  - (b) The Authority has, in some means, advertised the opportunity elsewhere (e.g., the Authority’s website, the Authority’s e-tending portal or any form of social media or written publication)
- 11.6.2 The information to be published on Contracts Finder shall include at least the following:—
  - (a) the internet address at which the procurement documents are accessible;
  - (b) the time by which any interested economic operator must respond if it wishes to be considered;
  - (c) how and to whom such an economic operator is to respond; and
  - (d) any other requirements for participating in the procurement.

## 11.7 Contract Award Notice – Contracts Finder (*Regulation 108*)

- 11.7.1 A contract award notice is required for EVERY contract award that has a value (or benefit to the supplier) that is over £30k (including VAT)
- 11.7.2 The following information to be published on Contracts Finder:—
  - (a) the name of the contractor;
  - (b) the date on which the contract was entered into;
  - (c) the value of the contract.

## 12 Procurement Process Management

### 12.1 E-tendering portal

- 12.1.1 Where an officer is using any a procedure, then it must be managed through the Authority's e-tendering portal.
- 12.1.2 The administration of the e-tendering portal will be by Procurement, with input from the project officer.
- 12.1.3 The e-tendering portal has been set up to allow the Authority to manage their procurements using a variety of procedures (in accordance with Current Public Procurement Legislation and the Authority's CPRs) and using different process methodologies (online questions or document exchange).
- 12.1.4 The procedure and how the portal will be used will depend on the value and scope of the procurement, how well developed the requirements are, the nature and format of the information to be issued and received in return, and the complexity of the requirements and whether there is a requirement for a multi-stage procedure to demonstrate Best Value.
- 12.1.5 The process methodology will depend on the nature of the nature of the purchase, the value, the stage and the complexity. E.g., SSQ is usually managed through the use of online questions and evaluation whereas, construction award stage method statements questions are usually managed as "document exchange" and then evaluated offline. The decision as to which methodology will be used will be decide by procurement.
- 12.1.6 Overall, the e-tendering portal will support and evidence that the Authority is complying with its obligations; specifically, equal treatment, non-discrimination, and transparency.
- 12.1.7 On a practical level, the e-tendering portal will enable the Authority
  - (a) Manage the practical procurement activities
  - (b) Evidence process-compliance and equal treatment of bidders
  - (c) Ensure transparency, including but not limited to
    - (i) Advertise an opportunity
    - (ii) Share documents/ information equally
    - (iii) Communicate with Bidders
    - (iv) Receive and respond of clarification requests
    - (v) Publish award notices
    - (vi) Store contracts and related documentation.,

## **12.2 Communications (Regulation 22) (PCRs2015)**

- 12.2.1 All communication with bidders must be through the e-tendering portal; the exception being where the procedure allowing for negotiation or dialogue meetings which can take place in person.
- 12.2.2 All communications must be shared with all bidders unless it is a clarification that the bidder has highlighted as being commercially sensitive and it is accepted by the Authority that it is indeed commercially sensitive
- 12.2.3 A log of all communications/ clarifications must be collated and attached to the tender report

## **12.3 Preliminary Market Engagement (Regulation 40) (PCRs2015)**

- 12.3.1 Where a Market Engagement Event is being held, it must be advertised on Contracts Finder and where appropriate (based on value) on Find a Tender Service as a Future Opportunity/ PIN
- 12.3.2 Where a Market Engagement Event is being held, it must be made accessible to all interested parties, allow parties sufficient time to plan/ arrange for the best person within their organisation to attend (e.g., a minimum of two weeks' notice)
- 12.3.3 Managed online or if in person, with an option to join online.
- 12.3.4 If there is a specific "Request for Information" that the event is seeking to understand, this may be shared in advance of the event and if possible, suppliers who cannot attend the event should be allowed to submit their input electronically through the e-tendering portal
- 12.3.5 Should be a structured event with slides
- 12.3.6 Have a note taker present to document all information shared, all questions asked, and all responses provided
- 12.3.7 Should have a register of attendance
- 12.3.8 Should result in an information pack that can be shared with all tenderers when the procurement is launched so as to aid in demonstrating equal treatment/ levelling the playing field
- 12.3.9 The information from the event and the learnings used to inform the specification and the delivery model should be attached to the Tender Report

## **12.4 Managing Conflicts of Interest (Regulation 24) (PCRs2015)**

- 12.4.1 Officers are required to stay sensitive to the fact that the risk around Conflict-of-Interest is an evolving risk and work with procurement to constantly monitor and mitigate such risks.
- 12.4.2 In the event that a COI is identified, Officers must initially seek to remove the affected individual from participation in the procurement; where this is not possible due to technical reasons, they must discuss options with procurement to manage both the perceived and actual risk that it presents to the integrity of the procurement.
- 12.4.3 In the event that there are no other individuals that can evaluate alongside or instead of the conflicted person, the risk must be escalated to legal and alternative measures (such as bringing in additional, external evaluators to support the process)

## **12.5 Confidentiality (Regulation 21) (PCRs2015)**

- 12.5.1 Officers are required, throughout the procurement process, to be mindful to the confidential nature of the content of the submissions, some of the questions that may be asked, and the outcome of the evaluation process before the formal announcement to the market.
- 12.5.2 Officers must therefore not discuss or share any of this information outside of those involved within the procurement exercise.
- 12.5.3 During the evaluation period, evaluators are also required to keep their individual evaluations and scores confidential until the moderation meeting.
- 12.5.4 In the event that an officer/ evaluator is unsure whether something is confidential, they should liaise with procurement and legal for advice.

## **12.6 Clarifications (Regulation 56(4))(PCRs2015)**

- 12.6.1 Bidders are allowed, during the procurement procedure, to ask clarification questions where something is unclear or conflicting or missing. Officers are required to provide any such information requested by procurement promptly.
- 12.6.2 It is essential that officers answer any such questions accurately and as fully as possible and not to discriminate against a bidder by being less forthcoming for some bidders than they are for others.
- 12.6.3 Evaluators during the evaluation process may also ask clarification questions. Any such questions must be issued to procurement to review before being issued to the bidders.
- 12.6.4 Clarification questions are not an opportunity for bidders to change or supplement their response, only to clarify where something is unclear, conflicting, or clearly erroneous and can be resolved without the bidder needing to resubmit a response in full or in part.
- 12.6.5 A Register of all such clarifications will be maintained by procurement

## **12.7 Moderation**

- 12.7.1 Once all evaluators have completed their individual evaluations, they must ALL meet to discuss and agree a consensus score and reason for each award criteria (individual questions).
- 12.7.2 The moderation meeting must be managed by an independent person (usually a member of the Procurement team) to ensure that the evaluation process and outcome is in accordance with the procedure and award criteria as detailed in the Instruction Document, and that all evaluators are active participants in the discussion such that the consensus score is represents the Authority's assessment of the submission.

## **12.8 Negotiations**

- 12.8.1 Where the procurement is Above Threshold and the route to market/ procurement design has expressly allowed for negotiation/ dialogue, this will be carried out in accordance with process detailed within the Instruction Document.
- 12.8.2 The negotiation/ dialogue meetings may be managed virtually or in person and all suppliers will be given the same opportunity to discuss and potentially improve their proposal and/ or price in accordance with the process stated aims and objectives as detailed in the Instruction Document.

- 12.8.3 The Authority reserves the right to use any non-commercially sensitive information to update their specification and/ or the contract before re-issuing/ inviting re-submission of proposals by bidders.

## 12.9 Assurance

- 12.9.1 Where a procurement process has taken longer than 6 months, the Authority will repeat either the Due Diligence or Selection/ Participation assessments relating to financial standing, and risk (in accordance with what was stated in the Instruction Document) to ensure the preferred bidder still meets the Authority's standards.
- 12.9.2 In the event that the bidder fails this assurance review, the Authority will disregard the bidder/ their tender and potentially award the contract to the second placed bidder, subject to them passing the same assurance checks.

## 12.10 Recommendations

- 12.10.1 Once the evaluation and moderation process is complete, the Authority will combine all of the final, weighted scores to both rank the bidders and to identify which bidder(s) are the preferred bidder(s).

## 12.11 Supplier Notifications (*Regulation 86*) (*PCRs2015*)

- 12.11.1 As per the procurement documents section above, all tenderers must be notified at the same time following the competition of the procurement process

## 12.12 Standstill (*Regulation 87*) (*PCRs2015*)

- 12.12.1 As per the procurement documents section above, a standstill period is to be applied for all above threshold value contracts.

## 12.13 Contract Execution

- 12.13.1 Once the standstill period has ended, officers must liaise with legal to collate a contract to be signed.
- 12.13.2 Once the contract has been signed by the bidder and the Authority a copy must be sent to procurement to be placed on the contract register.

## 12.14 Contract Award Notice

- 12.14.1 Once the contract is signed, a Contract award Notice must be placed on both **Contracts Finder** and where applicable (based on value) must also be placed on **Find A Tender Service**.

## **13 Contract Management**

### **13.1 Procurement Pipeline**

- 13.1.1 Officers are required to effectively plan for all procurements.
- 13.1.2 Officers must notify procurement and legal of potential procurements as follows
  - (a) Cyclical contracts – 12 months’ notice
  - (b) Capital project – at the point that funding is approved; or at least 6 months’ notice
  - (c) Funding Projects – at the point that the application for funding is submitted, but with at least 3 months’ notice
- 13.1.3 The procurement pipeline must be reviewed and updated quarterly
- 13.1.4 The Pipeline will be published on the procurement pages to aid suppliers with planning for future opportunities.

### **13.2 Contracts Register**

- 13.2.1 All contracts, once signed must be added to the Contract Register
- 13.2.2 The contract register will be published on the Authority website to aid suppliers with planning for future opportunities
- 13.2.3 All quarterly (or otherwise) reports must be attached to the contract register to demonstrate appropriate management and to provide a clear audit trail of performance, issues, and resolutions
- 13.2.4 All contract modifications must be attached to the contract register
- 13.2.5 All performance related notifications must be attached to the contract register
- 13.2.6 All payment deductions that are made must be formally notified to the supplier and recorded on the contract register

### **13.3 Contract Storage**

- 13.3.1 All contracts that are signed electronically are to be stored on the contract register
- 13.3.2 Contracts that require sealing must both be scanned and stored on the contract register and the originals then stored in a fireproof cabinet at the CPCA offices.

### **13.4 Document Retention (*Regulation 83*) (*PCRs2015*)**

- 13.4.1 All procurement documents issued and received via the e-tendering portal, all evaluation notes, moderation records and related reports and recommendations must be added to the project on the e-tendering portal and all such documents will be stored indefinitely on the portal.
- 13.4.2 All executed contract documents, financial and performance reports, change notices or other relevant contract management documents must be stored on the contract register part of the e-tendering portal and will be stored indefinitely
- 13.4.3 Any other information not held on the portal will be in accordance with the Authority’s retention policy.

## 13.5 Contract Review

- 13.5.1 Meeting must be held periodically (Annually/ quarterly/ monthly) in accordance with the contract and any additional measures that may have been introduced.

## 13.6 Performance Management

- 13.6.1 Contract performance against stated Key Performance Indicators must be monitored on a monthly/ quarterly basis (depending on what was detailed in the contract) and reported to the Audit & Governance Committee quarterly.
- 13.6.2 An annual report on contract performance against all current contracts must be collated as part of a commitment to continuous Improvement and this information must be reported/ the relevant information published annually as required by this document and ***Applicable Public Procurement Legislation***.
- 13.6.3 Where a performance failure is identified the following must be applied:
- (a) Legal are consulted as to permissible measures under the contract.
  - (b) Management meetings are held more frequently with the interval being based on the severity of the failure.
  - (c) A remedial plan is agreed and signed.
  - (d) Revised, intermediate performance targets are set out and monitored to ensure improvement and performance failure resolution within the agreed timescales.
- 13.6.4 Where the above measures do not deliver the required improvements within the required timescales, legal should be consulted to escalate the remedial requirements or initiate the termination of the contract.

## 13.7 Financial Management

- 13.7.1 The Authority is required to make payments against its contracts within at most, 30 days.
- 13.7.2 In addition, the Authority must monitor and ensure payments throughout the supply chain of all Authority contracts are being made in accordance with relevant legislation and best practice.
- 13.7.3 For each and all contracts, a register of payments made, late payments, additional payments over and above the original contract value and any deductions, must be collated and reported to the Audit & Governance Committee quarterly.
- 13.7.4 An annual report on payment performance against all current contracts must be reported/ the relevant information published annually as required by this document and ***Applicable Public Procurement Legislation***.
- 13.7.5 Where a payment is late, a supplier is entitled to claim statutory late payment interest unless otherwise documented in the contract
- 13.7.6 In addition, payments on construction contracts must comply with the form of contract used and where practical, should comply with the Construction Supply Chain Charter as far as reasonably possible to do so.

## 13.8 Social Value Reporting Management

- 13.8.1 Officers are required, in addition to other performance measures, to collate information at quarterly meetings on how the supplier has performed against the social value commitments made in the submission.
- 13.8.2 All such reports must be added to the contract register with other quarterly reports.

## 13.9 Contract Modifications (*Regulation 72*) (PCRs)

- 13.9.1 Where an Officer proposes to change (modify or extend) a contract that was subject to an Above Threshold competitive procedure, they must liaise with Procurement and Legal to complete the appropriate template and carry out a compliance and risk assessment as to whether the change is a permitted modification.
- 13.9.2 The completed template must then be approved as follows
- (a) By Finance – to confirm that there is available budget
  - (b) By the Director – to confirm the additional requirement (time and/ or goods and service) are justified
  - (c) By Legal – where the authority for the contract was subject to a key decision and that the delegation allows for the additional spend.
- 13.9.3 Once the change/ modification is approved, it must be formally instructed in accordance with the terms of the contract and signed by both parties. A copy of this contract amendment must be added to the contract register and any change in value/ duration amended accordingly.
- 13.9.4 Any agreed changes must be reported by way of a Modification/ Change Notice in accordance with the ***Applicable Public Procurement Legislation***.

## 13.10 Contract Exit

- 13.10.1 For all cyclical requirements, a year before the contract is expected to expire, the Contract Manager must meet with the Project Officer and supplier and start planning both for the contract exit and procurement of the replacement contract.
- 13.10.2 Where the contract will require a mobilisation period, and/ or TUPE obligations, the Contract Manager must involve both HR and Legal in early discussions so as to ensure all legal obligations are managed accordingly.
- 13.10.3 A lessons learned activity should also be initiated at this point to enable and ensure continuous improvement.

## 13.11 Contract Termination (*Regulation 73*)(PCRs2015)

- 13.11.1 The Authority reserves the right to terminate a contract in any of the following situations
- (a) Where an express clause has been included that allows termination for convenience
  - (b) Where the supplier's performance under the contract cannot be remedied or
  - (c) Where there has been a case of insolvency or other organisation failure,
- in which case the Officer should seek advice from Legal and Procurement to terminate the contract.

- 13.11.2 Any contract terminated for performance must be formally noted on the Contract Register and where applicable under the *Applicable Public Procurement Legislation* this information should be published.

### **13.12 Contract Termination *Other***

- 13.12.1 Officers must inform procurement and legal if for any reason they wish to terminate a contract
- 13.12.2 Potential reasons for termination include
- (i) Performance failures
  - (ii) Insolvency/ administration
  - (iii) Convenience (where expressly permitted in the contract)
- 13.12.3 Where a contract is terminated, the Authority must assess if the reason for termination is one that must be reported to the cabinet office.
- 13.12.4 The reasons for the termination must be added to the contract register, along with the date and any relevant financial information.

### **13.13 Lessons Learned**

- 13.13.1 At the close of the contract, or as part of the contract exit planning, a lessons learned activity should be carried out in accordance with the gateway process.
- 13.13.2 This information should be shared with officers involved in procurement activities to ensure ongoing process improvements and best practice

## 14 Approvals

### 14.1 Award a Contract

14.1.1 The following table sets out who can approve/ sign/ execute a contract and for what value.

Existing Delegated Authority	Works – executed as a Deed	
Monitoring Officer	Up to £500k + VAT	Up to £600k Inc. VAT
Key Decisions Process	Over to £500k exc. VAT	Over £600k inc. VAT
Existing Delegated Authority	Goods & Services – signed underhand	
Responsible Officer	Up to £25k exc. VAT	Up to £30k inc. VAT
Project Finance Officer	Up to £100k exc. VAT	Up to £120k inc. VAT
Project Director	Up to £250k exc. VAT	Up to £300k inc. VAT
Monitoring Officer	Up to £500k exc. VAT	Up to £600k inc. VAT
Key Decisions Process	Over to £500k exc. VAT	Over £600k inc. VAT

### 14.2 Waivers

14.2.1 Where an officer seeks to deviate from the requirements of this document a waiver must be completed and approved in accordance with the following rules

	Activity	Approval Requirements
Exemption from obtaining quotes (level 2)	Under £25k (exc. VAT) (Goods) The responsible officer must complete and sign the template	The completed (signed) form must then be approved by both Procurement and Legal
	Over £30k up to £100k (exc. VAT) (Services) The responsible officer must complete and sign the template and also have it approved by the Project Finance Officer	
	Over £100k (exc. VAT) up to £GPA threshold (Goods & Service) The responsible officer must complete and sign the template and also have it approved by the Project Finance Officer and the Project Director	

	<p>Over £100k up to £500k (exc. VAT) (Works, Concessions, Utilities)</p> <p>The responsible officer must complete and sign the template and also have it approved by the Project Finance Officer, the Project Director, and the Monitoring Officer</p>	
Exemption from advertisement (level 3)	<p>Under £GPA threshold (Goods &amp; Service)</p> <p>The responsible officer must complete and sign the template and also have it approved by the Project Finance Officer and the Project Director</p>	The completed (signed) form must then be approved by both Procurement and Legal and where a Key Decision, the individual(s) with delegated authority.
	<p>Over £300k up to £500k (exc. VAT) (Light Touch)</p> <p>The responsible officer must complete and sign the template and also have it approved by the Project Finance Officer, the Project Director, and the Monitoring Officer</p>	
	<p>Over £500k (exc. VAT) up to £GPA threshold (Works, Concessions, Utilities)</p> <p>Spend over this value is a Key Decision and so must be taken to Board for approval by the Project Director and Monitoring Officer</p>	
Exemption from further competition under a framework	<p>Over £200k up to £500k (exc. VAT) (ALL)</p> <p>The responsible officer must complete and sign the template and also have it approved by the Project Finance Officer, the Project Director, and the Monitoring Officer</p>	The completed (signed) form must then be approved by both Procurement and Legal

- 14.2.2 Where a contract is awarded under a Waiver and is over £30k Inc. VAT, a Contract Award Notice must be published on Contracts Finder and the contract added to the contract Register

### 14.3 Exemptions

- 14.3.1 Where an officer deems that the proposed expenditure is exempt from these rules, the officer must complete a procurement exemption form regardless of value and/ or category/ sector. This must be approved by procurement and legal.

### 14.4 Modifications

- 14.4.1 All modification reports must be approved by the appropriate persons
- 14.4.2 Approval will be based firstly on whether the modification is expressly permitted by the contract and then the following
- (a) and was therefore approved as part of the overall approval, the relevant director can approve the modification

- (b) Whether the modification is expressly permitted by the contract, and there is available budget to cover the extension, but it was not part of the initial approval, the modification must be approved by the relevant director and finance
- (c) Whether the modification is expressly permitted by the contract, but there is no available budget to cover the extension, this must be referred to finance and based on the value of the required modification, escalated to whoever within the Scheme of Delegation, has the Authority to approve the additional budget.
- (d) Where the modification is unplanned but has been assessed to be a lawful modification, approval is to be based on the revised total contract value and is subject to there being budget (approved or subject to approval) to cover the modification.
- (e) A copy of the approved modification report along with all required approvals (by email or signature) must be attached to the contract register and reported as appropriate.

## Useful hyperlinks

### 15 General Links

- 15.1.1 [The Public Contracts Regulations 2015 \(legislation.gov.uk\)](https://www.legislation.gov.uk)
- 15.1.2 [The Utilities Contracts Regulations 2016 \(legislation.gov.uk\)](https://www.legislation.gov.uk)
- 15.1.3 [The Concession Contracts Regulations 2016 \(legislation.gov.uk\)](https://www.legislation.gov.uk)
- 15.1.4 [Procurement policy notes - GOV.UK \(www.gov.uk\)](https://www.gov.uk)
- 15.1.5 [National Procurement Policy Statement.pdf \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)
- 15.1.6 **Procurement Instructions Document**
- 15.1.7 **Procurement Gateway Process**
- 15.1.8 [Current Thresholds PPN](#)
- 15.1.9 [Standard Selection Questionnaire PPN](#)
- 15.1.10 [Contract Register](#)
- 15.1.11 [E-tendering Portal](#)

# Appendices

## 16 Appendix 1 - Roles & Responsibilities

### 16.1 Procurement and Contracting Manager (directly or through delegation)

- 16.1.1 Responsibility for the Rules, guidance documents and procurement templates.
- 16.1.2 Design, implementation, and management of a Procurement Gateway Process.
- 16.1.3 Provision of Procurement Advice and assistance on all expenditure, including route to market and contract choice.
- 16.1.4 Overview and management of any frameworks and corporate contracts.
- 16.1.5 Oversee all exemptions to the PCRs and these rules.
- 16.1.6 Organising and running market engagement events.
- 16.1.7 Provision of advice on commercial structure and evaluation methodology.
- 16.1.8 Appointment of external legal support for complex procurements.
- 16.1.9 Management of the e-tendering portal.
- 16.1.10 Tender Moderation.
- 16.1.11 Signing off All Regulation 84 Tender Reports for process compliance.
- 16.1.12 All formal Procurement correspondence.
- 16.1.13 Collating/populating all Contract Documents and ensuring signature
- 16.1.14 Oversee contract monitoring and all contract variations.
- 16.1.15 Attendance at bi-annual contract management meetings.
- 16.1.16 Management and monitoring the Contract Register.
- 16.1.17 Forward Planning of cyclical requirements.
- 16.1.18 Chief Finance Officer (directly or through delegation)
- 16.1.19 Development and implementation of the Financial Regulations.
- 16.1.20 Approving budgets for procurement of contracts.
- 16.1.21 Signing of All Regulation 84 Tender Reports for budgetary compliance.

### 16.2 Procurement Contract Manager responsibilities

- 16.2.1 Notices
  - (a) Pipeline Notice – new – annually – only if annual spend is over £100m in relevant contracts
  - (b) Contracts Detail Notice (and Contract) - published within 30 days of contract signature
  - (c) Payment Compliance Notice – bi-annually

(d) Contract Change Notice – previously contract modification notice and only required for a Reg72(1)(b) and (c) modification – will be required for all modifications – there is significant concern how to manage this for construction and what actually amount to a modification

(e) Contract Termination Notice – new – if required

(f) Performance Information - annually

#### 16.2.2 **Collate**

(a) monthly spend information

(b) quarterly performance information

(c) collate details of supplier that have failed the SQ assessment and report where required

(d) monthly monitor the excluded/ debarment list from central government

(e) details of any contract terminations and report where required

(f) Details of all subcontractors being used and monitor these against the excluded/ debarment list

#### 16.2.3 **Own the Conflict-of-Interest Register**

(a) Create a general and project specific conflict of interest register

(b) Monthly/ procurement stage updates to the register

(c) Escalate any concerns to procurement manager/ legal

#### 16.2.4 **Contract Change Register**

(a) Record all changes made to contracts for compliance with reporting and also Reg 72/ Schedule 8 rules

#### 16.2.5 **Activities**

(a) Attend all contract management meetings for governance and reporting

(b) Weekly review of all registers to ensure up to date

(c) Provide support to procurement manager as deputy, portal management, attending meetings

### 16.3 **Monitoring Officer (directly or through delegation)**

16.3.1 General advice as required.

16.3.2 Lawfulness and governance of complex procurement decisions taken.

16.3.3 Provision of any legal document requirements and support managing external legal services.

16.3.4 Signing of All Regulation 84 Tender Reports for governance compliance.

16.3.5 Approval of all contract documents before signature.

16.3.6 Approval of all waivers to these rules.

16.3.7 Approval of any contracts awarded under Regulation 32.

16.3.8 Directors

- 16.3.9 Project approval and authority to proceed.
- 16.3.10 Signing of All Regulation 84 Tender Reports for Award Approval.

#### **16.4 Project/ Contract Managers**

- 16.4.1 To following the instructions of the Procurement and Contracting Manager and Monitoring Officer.
- 16.4.2 Development of Project Initiation Documents and Gateway reports.
- 16.4.3 Confirmation of Project Budget & Authorisation to Procure.
- 16.4.4 Creation of Contract Specification and Contract Management requirements.
- 16.4.5 Managing any technical enquiries during a procurement process.
- 16.4.6 Evaluation of tender returns.
- 16.4.7 Complete the tender report.
- 16.4.8 Manage the delivery of the contract in accordance with the specification, tender return and the contract management processes included in the contract.

#### **16.5 All Officers Must:**

- 16.5.1 Comply with the Combined Authority's Financial Regulations.
- 16.5.2 Declare any gifts or hospitality received either before, during or after the procurement to the Head of Procurement
- 16.5.3 Not disclose any confidential information to unauthorised persons.
- 16.5.4 Conduct the procurement process in a fair, open, and transparent manner.
- 16.5.5 Ensure the process delivers value for money.