

SECTION 12 – CONTRACT PROCEDURE RULES

Glossary of terms:-

- 12.1.1 "Tender" means a sealed bid or proposal to supply or receive goods, materials or services or for the execution of works.
- 12.1.2 "Contract" means any contract including a Purchase Order or otherwise for the supply or disposal of goods, materials or services or for the execution of works but shall exclude contracts of employment or for the sale and purchase of any interest in land.
- 12.1.3 "Quotation" means a written offer made by a supplier / contractor in response to a request received from the CJC in respect of the supply and / or disposal of goods, materials or services or for the execution of works where the values are below those in Rule 12.46.
- 12.1.4 "Purchase Order" means any order placed on the CJC's approved form(s) and signed by an appropriately authorised officer of the CJC, which includes the use of approved electronic forms, for supply or disposal of goods, materials or services or for the execution of works.
- 12.1.5 "Consideration" means the total value of (whether monetary or otherwise) payable by or to the CJC under the Contract or any series or combination of contracts of which it forms a part, the value of which will be aggregated for the purposes of the thresholds specified in Rules 12.45 to 12.47 .
- 12.1.6 "Most Economically Advantageous Tender" means that tender or quotation which when taking into account a number of criteria including but not limited to price, quality, delivery, technical merit and compatibility, functionality, support and overall cost effectiveness, affords the CJC the most economically advantageous solution.
- 12.1.7 "Clarification" – Once tenders and / or quotations have been received, there may need to be further contact with potential contractors before they can be fully evaluated. Clarification is either an exchange of documents or a minuted meeting with potential contractors to clarify aspects of a tender and / or quote and correct apparent errors.
- 12.1.8 "Framework Agreement" means an arrangement with one or more suppliers for the provision of goods, materials, works or services and which is in place for a set period of time but with no guarantees of volume of individual orders or of the consideration payable over the period. The commodity / service is acquired as and when it is needed during the Framework/contract period.
- 12.1.9 "The Exemptions Register" means the register maintained by the CJC's Monitoring Officer regarding requests for exemptions from tendering in accordance with Rules 12.57 to 12.60
- 12.1.10 "Contractor" means a third party with whom the CJC has entered into a contract for the supply or disposal of goods, services or works.
- 12.1.11 "Procurement Plan" means a plan or methodology to ensure larger or more complex procurements are carried out in a manner likely to deliver a best value solution and shall include but not be limited to the following elements:
- 12.1.11.1 confirmation of budgetary provision
 - 12.1.11.2 confirmation that a suitable corporate contract for similar goods, materials, services or works is not already in existence
 - 12.1.11.3 a business case (where applicable) for the procurement in terms of its contribution to the work of the relevant department and towards achievement of the CJC's corporate objectives

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- 12.1.11.4 the procurement methodology (including the applicability of UK law)
- 12.1.11.5 the identification of a lead officer
- 12.1.11.6 the identification of project implementation issues identified (if appropriate)
- 12.1.11.7 identification of evaluators
- 12.1.11.8 identification of contract manager
- 12.1.11.9 arrangements for transition planning / business continuity / mobilisation plans
- 12.1.11.10 an equality impact assessment where appropriate

Overriding principles

- 12.2 These Contract Procedure Rules are not intended to conflict with UK law. Wider legal requirements shall always take precedence over these rules.
- 12.3 These rules govern organisational behaviour in the conduct of procurement and commercial activity. It is given that such behaviour is undertaken in the support and delivery of the wider policies and objectives of the CJC.
- 12.4 Nothing in these rules shall preclude the CJC from its duty in spending public money wisely. Officers shall always seek value for money.
- 12.5 The nature and extent of procurement activity must be appropriate to the nature and value of the goods and services being procured.
- 12.6 Procurement management will be optimised to make the most of CJC resources; conducted in accordance with the CJC's strategic plans.
- 12.7 Utmost probity will be demonstrated at all times.
- 12.8 For contracts of a strategically important or politically sensitive nature, officers should:
 - 12.8.1 seek a decision from the CJC as to whether such tenders are to be invited under officers' recommended strategy; and
 - 12.8.2 ensure that Members are not involved in the tender evaluation process but where appropriate Members can be involved in the service design or commissioning stage prior to the start of a tender process.

General principles

Extent of Contract Procedure Rules

- 12.9 The objective of these procedures is to ensure that the CJC enters into contracts for the supply and / or disposal of goods, materials and services or for the execution of works on the most economically advantageous terms through the application of ethical, consistent and transparent practices and procedures which also comply with the best value requirements and with the CJC's Commissioning and Procurement Strategy
- 12.10 Officers have delegated powers to enter into contracts on behalf of the CJC, subject to these procedure rules provided that prior to so doing the officers are satisfied that the necessary budgetary provision is in place and that the CJC's Financial Procedure Rules will be followed.
- 12.11 Where goods, materials, services or works can be provided by an internal provider or trading unit then the internal provider or trading unit may be used without recourse to these procedure rules. Where there is no internal

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- provision or where there are proper service reasons or circumstances to seek competition, then these procedure rules must be observed on every occasion that the CJC procures a contract or if proposing to procure or
- 2.12 UK law must be followed where relevant and any contract or series of contracts which are likely to exceed the UK threshold limits from time to time and contracts (currently £213,477 for services and supplies and £5,336,937 in respect of works) must be reported to the CJC's Monitoring Officer prior to any action being taken.

Compliance

- 12.13 Every contract entered into by the CJC pursuant to or in connection with the CJC's functions shall comply with:
- 12.13.1 all relevant statutory provisions
 - 12.13.2 the relevant UK procurement rules
 - 12.13.3 the CJC's constitution including:
 - 12.13.3.1 these contract procedure rules; and
 - 12.13.3.2 financial procedure rules; and
 - 12.13.3.3 schemes of delegation; and
 - 12.13.3.4 the CJC's strategic objectives; and
 - 12.13.3.5 the CJC's commissioning and procurement strategy and policies.
- 12.14 Failure by officers to comply with any of the provisions of these contract procedure rules or any associated guidance adopted by the CJC from time to time may result in disciplinary action.
- 12.15 A number of purchasing arrangements may be put into operation within the CJC. Correct use of any such arrangements, as advised by the Monitoring Officer, is sufficient to ensure officers meet their responsibilities for compliance. Such arrangements may include:
- 12.15.1 framework Agreements available for use by the CJC,
 - 12.15.2 procurement arrangements undertaken by, or in consultation with the Monitoring Officer
 - 12.15.3 electronic systems and catalogues available for use by the CJC.
- 12.16 Any procurement carried out on behalf of the CJC may only be undertaken by officers authorised to do so.
- 12.17 All decisions taken in relation to the commissioning and procurement processes should be documented.

Procurement by consultants

- 12.18 Where the CJC uses consultants to act on its behalf in relation to any procurement, then the Chief Executive shall ensure that the consultants carry out any procurement in accordance with these contract procedure rules, including the reporting of any procurement to the Monitoring Officer.
- 12.19 No consultant shall make any decision on whether to award a contract or to whom a contract be awarded. Such decisions must be made by an officer of the CJC responsible for the procurement. The Chief Executive shall

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ensure that the consultant's performance in relation to procurement is in accordance with these contract procedure rules and UK law.

- 12.20 Where the CJC uses consultants to act on its behalf in relation to any procurement the consultant must declare any potential conflict of interest that may arise to the Chief Executive prior to the commencement of the procurement process.
- 12.21 Where the Chief Executive considers that such a conflict of interest is significant the consultant shall not be allowed to participate in the procurement process.
- 12.22 When consultants or technical officers are employed to supervise contracts they must similarly follow Contract Procedure Rules and the CJC's Financial Procedure Rules. Their contract for service must include this requirement.

Procurement of consultants

- 12.23 For the avoidance of doubt, the appointment of consultants shall be made in accordance with the requirements of these Contract Procedure Rules and the Financial Procedure Rules (reporting of costs).

Declaration of interest

- 12.24 No Member, officer or agent of the CJC shall improperly use their position to obtain any personal or private benefit from any contract entered into by the CJC.
- 12.25 Members and officers of the CJC shall comply with the requirements of section 117 of the Local Government Act 1972 about the declaration of private interest in contracts with the CJC.
- 12.26 Interests declared by Members and officers must be reported to the Monitoring Officer for inclusion in the appropriate register..

Electronic procurement

- 12.27 Any electronic procurement process (e.g. E-tendering) can only be conducted using an electronic system approved by the Monitoring Officer.

Spend Controls

- 12.28 The Section 151 Officer must maintain a list of names of officers who can procure or dispose of supplies, goods or works on behalf of the CJC, specifying a maximum financial limit for each transaction against each name.

Pre-Contract Requirements

- 12.29 Before commencing a high risk / high value / or sensitive procurement process under these procedure rules, the officer should consult with the Monitoring Officer to ensure that the following is addressed:
- 12.29.1 whether the appropriate commissioning process has been undertaken with the appropriate sign-off achieved at each milestone;
 - 12.29.2 the impact of the proposal on other CJC Services;
 - 12.29.3 whether there is adequate budgetary provision agreed / in place for the anticipated spend;

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- 12.29.4 a Procurement Plan is produced in consultation with the Monitoring Officer for contracts featured in the forward work plan.

Forward Work Plan

- 12.30 The relevant officer shall ensure that in conjunction with the Monitoring Officer all procurement events includes (but not be limited to), details of the anticipated procurement activity, an appropriate procurement plan, spend and target savings.

Sustainable procurement

- 12.31 For all contracts of £150,000 or over, over the term, the CJC shall take account of social, economic and environmental issues and a return on investment through the adoption of a community benefits approach when making strategic procurement decisions using the Sustainable Risk Assessment (SRA) template.

Data Processing Agreements

- 12.32 Where a procurement involves the disclosure of personal data within the meaning of Section 1 of the Data Protection Act 1988, the relevant officer shall ensure that where appropriate each procurement includes a Data Processing Agreement.

Contract terms and conditions

- 12.33 All contracts shall be entered into on the CJC's terms and conditions and this shall be stated on all requests for quotations and invitations to tender. The CJC's terms and conditions will be made available on the CJC's internet and a link will be provided on all requests for quotations, invitations to tender and purchase orders.
- 12.34 Exceptions to this rule must be approved in writing by the CJC's Monitoring Officer.

Revenue earning contracts

- 12.35 Any contracts relating to revenue earning must be referred to the Monitoring Officer at the earliest possible instance and in any case before the procurement exercise commences.

Regeneration opportunities

- 12.36 The relevant officer must ensure that each commissioning and / or procurement plan has considered the regeneration opportunities for each proposal.

Quotations & Tenders

- 12.37 At all times during the procurement process the CJC shall ensure that all tenderers are treated equally and in a non-discriminatory and transparent manner.
- 12.38 Officers are required to take into account the cumulative spend of repeatedly using the same supplier to ensure that the tender thresholds set out in Rules 12.42 to 12.44 are not breached.

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Thresholds

- 12.39 Thresholds for procurement do not apply within existing framework agreements available for use by the CJC.
- 12.40 The values under Rules 12.42 to 12.44 shall be the total or aggregate value of the contract over the whole contract period and not just the annual amount.
- 12.41 Even if the thresholds in Rules 12.42 and 12.43 are not breached, the Officers may still use one of the formal tendering procedures if for proper service reasons this is deemed appropriate.

All goods & services except works

- 12.42 Up to £5,000 it is necessary only to demonstrate that value for money is being achieved following the principles contained in these procedure rules and in the Guidance for Officers document.
- 12.43 From £5,000 to £49,999 the spirit of these procedure rules should be followed and wherever practicable, a minimum of 3 written competitive quotes must be obtained from firms, who, preferably are registered on a national procurement website (currently Sell 2 Wales). Alternatively the requirement may be openly advertised on a national procurement website (currently Sell 2 Wales). Such quotations must be retained for a period of not less than two years from the date of the Contract award.
- 12.44 £50,000 or above must be tendered, and advertised on a national procurement website (currently Sell 2 Wales). Where the UK threshold has been exceeded the procurement must be tendered and properly advertised. The relevant officer shall ensure that the Monitoring Officer is consulted before the advert is placed.
- 12.45 Where the competitive dialogue procedure is adopted a minimum of three tenders must be invited.

Agency / Consortium Contracts

- 12.46 Where an Agency / Consortium arrangement is in force between the CJC and Central Government, other Local Authorities or other public body then these procedure rules shall not be deemed to be breached if the CJC is required to follow the procedure rules or Codes of Practice of that Agency, Local Authority or public body.

Form of Contracts

- 12.47 Subject to Rule 12.48 below, every contract shall be made or confirmed in writing and signed by all parties concerned. Electronic signatures with an audit trail established via software approved by the Monitoring Officer will be acceptable. High risk / high value / or sensitive contracts may only be signed by the Chief Executive, Section 151 Officer or Monitoring Officer. Officers may delegate the ability to sign all other contracts to other officers PROVIDED THAT the delegation is made in writing and recorded in a register to be kept by each officer.
- 12.48 Contracts entered into by means of the CJC's approved Electronic Purchase Order system are permitted PROVIDED THAT the authorising officer has been appointed in accordance with the Financial Regulations.

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- 12.49 Unless the Monitoring Officer considers it to be unnecessary, every contract must include as a minimum the following basic terms and conditions:
- 12.49.1 a description / specification of the works, goods, materials or services to be provided or carried out;
 - 12.49.2 the price to be paid or other consideration, the method, timing and frequency of payment and the calculation of any variations or increases;
 - 12.49.3 the time by which or term within which the contract is to be performed;
 - 12.49.4 the right for the CJC to:
 - 12.49.4.1 recover or withhold payment in the case of default;
 - 12.49.4.2 cancel, suspend or terminate all or part of the contract;
 - 12.49.4.3 perform the services itself or to replace the contractor;
 - 12.49.4.4 recover all related costs.
 - 12.49.5 to obtain an indemnity from the contractor to cover losses or liabilities incurred by the CJC as a result of the contractor's action or neglect;
 - 12.49.6 an obligation for the contractor to have sufficient Public and Employers' Liability Insurance and any other cover which is relevant to the contract;
 - 12.49.7 an obligation to comply with all Health and Safety legislation, regulations and code of practices etc. applicable to the contract;
 - 12.49.8 no right for the contractor to assign or sub-let the contract without the prior written consent of the CJC;
 - 12.49.9 that the CJC can cancel the contract and recover any resulting losses if the contractor or his / her employees or agents with or without his / her knowledge:
 - 12.49.9.1 does anything improper to influence the CJC to award the contract. (In this respect the attention of employees of the CJC is drawn to the CJC's Code of Conduct for Members which must be observed);
 - 12.49.9.2 Commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972 or the Equality Act 2010. in relation to the contract.
 - 12.49.10 that it is subject to the Laws of England and Wales.
- 12.50 Consideration must also be given to the inclusion and relevance to clauses relating to the Freedom of Information Act, Data Protection Act, sustainability, retentions, bonds or guarantees and the need to comply with the Welsh Language Act and the CJC's own Welsh Language Scheme.
- 12.51 Contractors Standard Terms and Conditions should not be accepted without seeking advice from the Monitoring Officer.

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Tenders

12.52 Except as specified in Rule 17.53 below where the consideration payable under any contract may reasonably be expected:

- 12.52.1 to exceed £100,000 in the case of a contract for the execution of construction or civil engineering schemes; or
- 12.52.2 to exceed £50,000 in the case of any other contract for the supply of goods materials and services or the execution of works (other than construction schemes referred to in Rule 17.55.1 above)

contractors shall be selected by the Officers by one of the following methods:

- 12.52.2.1 tendering by advertisement under Rules 12.60 to 12.62;
- 12.52.2.2 selective tendering from an approved contractors' list compiled in accordance with UK procurement laws as set out in Rule 12.63.

Exemptions from tendering

12.53 Subject to Rules 12.54 and 12.55 below contracts with a value below the UK threshold from time to time may be authorised in advance by the Section 151 Officer even if their procurement has not been undertaken in accordance with Rule 12.52 in the following circumstances:

- 12.53.1 for the supply of goods, materials, services or works where there appears in the written opinion of the Officers to be only one supplier with no acceptable alternative and complies with Rule 12.55 below;
- 12.53.2 for the supply of goods or materials, services or works where the CJC has decided to standardise by buying from only one supplier or where in the written opinion of the officer the services, goods or specialised materials are required for which there is only a single source of supply and complies with Rule 12.55 below;
- 11.53.3 where in the written opinion of the officer the extension, addition to or maintenance of existing goods, materials or services where this can only be done satisfactorily by the original contractor or supplier and complies with Rule 12.55 below;
- 12.53.4 for the urgent supply of goods, materials, services or works where the Officers has certified in writing that the tender process would prevent the supply within the timescales required. Such urgency should not ordinarily have been created by earlier in-action or lack of forward planning, but where the urgency has been so created the Section 151 Officer may nevertheless approve the request subject to such conditions as s/he considers necessary to ensure future compliance with these procurement rules;
- 12.53.5 for the supply of used or second-hand goods or materials where the Officers has certified in writing that the market for such goods or materials is such that it would be unreasonable to tender or where the time required to complete the tender process is likely

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- to lead to the loss of opportunity to purchase a used or second-hand item;
- 12.53.6 for the supply of goods, materials, services or works in any other circumstances where the Officer has certified in writing that there are proper service reasons for not tendering for the supply of goods, materials, services or works and that they are satisfied that there will be no economic disadvantage to the CJC as a result of not so tendering.
- 12.54 Requests for exemptions under Rules 12.53 must be submitted to the Section 151 Officer for approval. No exemption will be deemed agreed until written consent is obtained from the Section 151 Officer.
- 12.55 When Officers makes a request for an exemption under Rules 12.53.1 to 12.53.3 above s/he must certify in writing on each occasion that the advantages and disadvantages of proceeding with a single supplier are documented.
- 12.56 All exemptions granted by the Section 151 Officer in accordance with Rules 12.53 and 12.54 shall be recorded in the Exemptions Register.
- 12.57 A contract may also be entered into other than in accordance with Rule 12.52:
- 12.57.1 where the contract is awarded through a Consortium, Association or similar body, of which the CJC is, for the time being, a member, or is able to use; or .
- 12.57.2 where the CJC, considers that there are special circumstances justifying the waiving of procedure rules and authorises such waiver by resolution.
- 12.58 Subject to Rule 12.55, all contracts shall be governed by either the CJC's own Conditions of Contract (as varied or amended from time to time, such variations and / or amendments being consistent with and in accordance with the CJC's Commissioning and Procurement Strategy) or such other forms of contracts as may be approved from time to time by the Monitoring Officer.
- 12.59 The CJC may if appropriate use a Contractors' Terms and Conditions with the approval of the Monitoring Officer and provided that they include, or are amended to include, the matters referred to in Rule 12.53.

Tendering By Advertisement

- 12.60 Subject to Rules 12.61 and 12.62 below, all tender opportunities must be advertised via a national procurement website (currently Sell 2 Wales) and in accordance with UK procurement laws where appropriate
- 12.61 An advertisement may appear in the local press, where, in the opinion of the officer there is unlikely to be a satisfactory response having regard to the nature of the goods, materials, services or works being procured.
- 12.62 The advertisement may also appear in an appropriate trade journal and / or national newspaper or such other media where in the opinion of the officer this is likely to be to the advantage of the CJC.

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Selective Tendering from an Approved Contractors' List

- 12.63 The intention of such lists is to ensure the availability of suitably qualified contractors for work of a recurring nature for which several contracts a year may be issued (for example, highway maintenance work).

Creation of Approved Lists

- 12.64 When for operational reasons an officer believes that the procurement of goods and / or services could best be undertaken by selection of an approved list of contractors, the officer must ensure that the list of contractors is compiled in accordance with the UK procurement laws and only after consultation with the Monitoring Officer.

Inviting Tenders

- 12.65 Every Invitation to Tender (ITT) must include as a minimum the following documentation or information or via a Framework Agreement:

- 12.65.1 a description / specification of the works, materials, goods or services to be carried out / supplied together with a required delivery date or term;
- 12.65.2 applicable Terms and Conditions (including Certificates as to Canvassing and Collusive Tendering) in accordance with Rule 17.58;
- 12.65.3 Form of Tender specifying the period which the Tender is open for acceptance;
- 12.65.4 the criteria to be used to evaluate and award the Contract will ordinarily include a reference to the most economically advantageous tender and in the case of contracts to be awarded in accordance with UK thresholds, weighted criteria;
- 12.65.5 the fact that the CJC does not bind itself to accept the lowest or any tender;
- 12.65.6 a set of Instructions to Tenderers detailing the administration arrangements regarding the procurement process (including the tender deadline).

- 12.66 Every ITT must state that a tender will only be considered if it is received by the due date and time and the means by which the tenders should be returned.

- 12.67 Tenders in paper format may only be invited after prior written approval from the Monitoring Officer.

Receipt and Opening of Tenders.

- 12.68 A record of all tenders received must be made on the date of opening and retained for a period of 3 years. Such records shall include the name of the tenderer, the nature of the goods, services, materials or works, the date, the price or consideration (where this is possible), and the name of the officer.

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- 12.68.1 The officer having consulted with the appropriate Monitoring Officer, may at his / her absolute discretion permit consideration of a tender submitted after the tender deadline PROVIDED THAT:
- 12.68.1.1 s/he is satisfied that it is in the best financial interests of the CJC to do so; and
 - 12.68.1.2 s/he is satisfied that the tenderer has not secured an advantage over the other tenders by failing to submit a tender before the tender deadline; and
 - 12.68.1.3 the decision to admit the tender is taken before the remaining tenders are opened.
- 12.68.2 A tender which has been properly submitted in accordance with the ITT (or would have been properly submitted but for a fault for which the CJC and / or its IT suppliers are responsible) but for some reason has not been recorded shall be dealt with as follows:
- 12.68.2.1 if it is presented to the Monitoring Officer before the other tenders have been opened but after the closing date then it shall be considered along with the rest;
 - 12.68.2.2 if it is presented to the Monitoring Officer after the other tenders have been opened then provided the Monitoring Officer is satisfied that the tender was received by the CJC in accordance with the ITT it may be considered.

Evaluation of Tenders

- 12.69 For most contracts and for all contracts governed by UK procurement law a tender evaluation procedure based on a price quality ratio should be used. Where a price quality ratio is not used, approval must be obtained from the Monitoring Officer
- 12.70 All evaluations shall score tenders objectively using criteria which have been weighted in order of importance, and published in the ITT and will normally include whole life costing where the full cost of maintenance, decommissioning and disposal should be taken into account.
- 12.71 The published criteria and weightings must be strictly observed at all times throughout the evaluation process.
- 12.72 The members of the evaluation panel should be identified by the officer at the earliest opportunity and wherever possible should be involved in establishing the evaluation criteria, weightings and the questions to be asked of Tenderers.
- 12.73 All evaluators must be appropriately trained in the use of the electronic evaluation process and the application of the relevant scoring regime.

Accepting Tenders

- 12.74 Officers may approve the amendment of a tender after it has been received and before it has been accepted only to enable the correction of a genuine error, but only after consultation with the Monitoring Officer .
- 12.75 Officers may accept other than the lowest tender where the goods, materials, services or works tendered for are not available for immediate

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supply by the winning tenderer in breach of contract and where (a) specifically provided for in the tender documentation and (b) in the opinion of officers after consultation with the Monitoring Officer the contract may be awarded to the second placed tenderer

Debriefing

- 12.76 Information must be made available to tenderers via contract award notices. For contracts awarded over the UK threshold the contract award notices must be sent for publication in the relevant publication not later than 30 days after contract award and in the form of notice prescribed in the relevant regulations.
- 12.77 The responsible officer shall ensure that within 15 days of the date on which the CJC receives a request in writing from any supplier who was unsuccessful (at either the selection or tender stage) inform that supplier of the reasons for being unsuccessful and, if the supplier was unsuccessful at the tender stage, the responsible officer shall inform him / her of the characteristics and relative advantages of the successful tender as well as the name of the person awarded the contract.
- 12.78 Requests from losing tenderers for face to face debriefing meetings should be referred to the Monitoring Officer.
- 12.79 If any additional information is to be disclosed to tenderers, this must be agreed in advance with the Monitoring Officer, taking into account the requirements of any legislation relating to the disclosure of information.

Contracts Register

- 12.80 All contracts over the value of £5,000 over the term must be recorded on the CJC's Contracts Register. It is the duty of the officer to ensure compliance.

Record and document retention and control

- 12.81 All tenders, once assessed shall be retained in secure storage (including secure electronic storage). All contracts under seal i.e. Deeds (including Tenders) to be retained for a minimum of 12 years; contracts under hand for a minimum of 6 years; unsuccessful tender documents for 2 years.

Contract management

- 12.82 All high risk / high value / or sensitive contracts must have a named CJC contract manager for the duration of that contract. All such contracts are to have regular, documented reviews with the contractor. The reviews should include but not be limited to:
- 12.82.1 business transfer;
 - 12.82.2 service implementation;
 - 12.82.3 operational issues;
 - 12.82.4 compliance with contract terms;
 - 12.82.5 compliance with financial terms.

Contract variation

- 12.83 Variation refers to a change to the terms of the agreement that the parties had previously agreed and accepted when the contract was signed.

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- 12.84 The Chief Executive, Section 151 Officer or Monitoring Officer is authorised to agree any variations to an existing Contract provided that this still represents the most economically advantageous solution for the CJC and does not significantly alter any proposal previously agreed by the CJC.
- 12.85 Contract variations should only be approved if they do not amount to a material change to the contract that was originally procured.
- 12.86 Variations must not be confused with claims, which usually arise from unforeseen issues or outside events. The contractors' right to claim arises from general law and does not require the consent of the CJC. The term 'claim a variation' is misleading. A contractor either applies for a variation or makes a claim.
- 12.87 The form of all contract variations must be approved by the Monitoring Officer or an officer nominated by him / her.
- 12.88 Agreed variations must be in writing and signed by all parties to the contract and recorded in the CJC's Contracts Register. It is the duty of the officers to ensure compliance

Contract Extensions

- 12.89 A contract extension is a type of variation requiring continuation of a contract after its stated expiration date.
- 12.90 The decision to extend the contract period (term / duration) may only be made before the original expiry date, where it is in accordance with the terms and conditions of the original contract and contemplated by the original procurement exercise.
- 12.91 Where the terms of the contract and or original procurement exercise do not expressly provide for extension then such a contract may only be extended in exceptional circumstances, where legislation permits and value for money issues have been addressed. Such decisions shall be made by the officers in consultation with the Monitoring Officer .
- 12.92 Contract extensions made pursuant to Rule 12.91 and which amount to a material change to the terms of the contract that was originally procured should be strictly time limited to allow a new procurement process to take place.
- 12.93 All extensions must be in writing and recorded in the CJC's Contracts Register. It is the duty of officers to ensure compliance

Financial Limits

- 12.94 Where any financial threshold is specified in these Contract Procedure Rules, that figure is at 23rd June 2022 and may be reviewed from time to time as appropriate by the Section 151 Officer and the Monitoring Officer has delegated authority to amend the Constitution accordingly without reference to CJC.

Disposals

- 12.95 Although the CJC will in the majority of cases be acquiring goods, materials, services or works, these Contract Procedure rules equally apply to any disposal or provision by the CJC and shall be followed whenever possible and appropriate.

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- 12.96 The CJC should seek to obtain best value for any item of which it disposes which may mean a competition between interested parties and this may involve the use of an electronic auction site.
- 12.97 Advice should be taken from the Section 151 Officer when disposals are being considered to discuss the appropriate method or process to be used. Reference should also be made to the section on Asset Disposal in the Financial Regulations.
- 12.98 In the case of work carried out or services provided by the CJC for third parties, the Local Authorities (Goods and Services) Act 1970 allows this on behalf of defined Public Bodies. It is not permitted (apart from some exceptional circumstances) to provide services or carry out work to private individuals or to companies and, where this is being considered, advice must be sought from the Monitoring Officer.

Compliance with Procedure rules

- 12.99 It is an implied condition of employment of all staff of the CJC with responsibility for the administration of contracts that they should at all times observe the provisions of these Contract Procedure Rules and the CJC's Financial Procedure Rules. Failure to do so may be regarded as a serious disciplinary matter.

Review and amendment of contracts procedure rules

- 12.100 The Monitoring Officer shall continually review these contract procedure rules and shall undertake a formal review every five years. Any proposed amendments will be reported to CJC for approval save as otherwise provided in these Contract Procedure Rules.