

# Contract Procedure Rules

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*These Rules constitute the Council's Standing Orders in relation to contracts under Section 135 of the Local Government Act 1972 and apply to all contracts (excluding property contracts), including those made in the course of the discharge of functions which are the responsibility of the Executive.*

## **1.0 INTRODUCTION**

**1.1** These terms will have the following meanings in the Contract Procedure Rules:-

<b>Constitution</b>	The Council's Constitution of which these Rules form part.
<b>Contract</b>	Any agreement (other than Property Contracts and contracts of employment) made between the Council and any other person which is intended to be legally enforceable and involves the acceptance of an offer made by one party to commit itself to an action or series of actions
<b>Contractor</b>	A person with whom the Council has a contract
<b>Council</b>	North Yorkshire County Council
<b>Director</b>	Chief Executive Officer  Corporate Director Business and Environmental Services  Corporate Director Adult and Community Services  Corporate Director Children and Young People's Service  Corporate Director Finance and Central Services
<b>CDFCS</b>	Corporate Director Finance and Central Services
<b>Consultancy Contract</b>	A contract with a consultant architect, engineer, surveyor or other professional consultant (excluding Counsel)
<b>EU</b>	European Union
<b>HLS</b>	Head of Legal Services
<b>Leasing Agreement</b>	A contract for the provision of finance to enable goods or services to be obtained and where ownership in those goods does not automatically pass to the Council at the end of the contract period.
<b>MEA</b>	Most Economically Advantageous
<b>Member</b>	A member of the Council or co-opted member on a Council committee
<b>Officer</b>	A Council employee or other authorised agent
<b>OJEU</b>	The Official Journal of the European Union
<b>Person</b>	Any individual, partnership, company, trust, other local authority, Government department or agency
<b>Procurement Strategy</b>	The Council's Procurement Strategy as agreed from time to time.
<b>Property Contract</b>	A contract which creates an estate or interest in land or buildings
<b>Responsible Officer</b>	The Officer who is responsible for the procurement and/or management of a Contract
<b>Rules</b>	These Rules

<b>Tenderer</b>	A person who has expressed an interest in tendering for a Contract or who has tendered for a Contract
<b>YPO</b>	The Yorkshire Purchasing Organisation

## 1.2 References in these Rules to:-

- (a) any legislation (e.g. Act, Statutory Instrument, EU Directive) include a reference to any amendment or re-enactment of such legislation;
- (b) the value of any contract are to the total estimated aggregate gross value payable over the full period of the contract without any deduction for income due to the Contractor or the Council;
- (c) the singular include the plural and vice versa;
- (d) the masculine include the feminine and vice versa;
- (e) Directors, the CDFCS and the HLS shall be taken to include such Officers as are designated by those officers to undertake the duties and responsibilities set out in these Rules, except in the case of the following Rules:-
  - (i) Director - **Rules 3.3**
  - (ii) CDFCS - **Rules 2.1, 2.4, 2.5 and 2.10**
  - (iii) HLS - **Rules 2.1, 2.4 and 2.5**

where delegation is not permitted. A record of all duties and responsibilities as delegated under these Rules is to be maintained by each Director, the CDFCS and the HLS

## 2.0 GENERAL

2.1 These Rules are made by the Council on the advice of the CDFCS (in consultation with the HLS) under Article 14.02 of the Constitution.

2.2 These Rules apply to all contracts **except**:-

- (a) contracts of employment and
- (b) property contracts.

2.3 The Council has made Financial Procedure Rules under Article 14.01 of the Constitution which shall be applied in conjunction with these Rules.

2.4 The CDFCS (in consultation with the HLS) shall, as a minimum annually, review the application and effect of these Rules and shall propose such updated Rules to the Council as the CDFCS may consider appropriate.

2.5 The CDFCS and the HLS have produced a *Procurement Manual* which provides detailed guidance on procurement techniques and the effect of the Rules. The Manual also sets out important issues to be considered in the procurement context including, but not limited to, the following:

- TUPE
- Sustainability
- Equalities

2.5.1 The CDFCS has also produced a *Finance Manual* which gives advice on financial procedures.

- 2.6 Where a contract for the acquisition or hire of goods or services involves any form of leasing agreement to finance the transaction then the CDFCS shall undertake the negotiation of terms and authorise the arrangement in accordance with Rule 8.3 of the Financial Procedure Rules.
- 2.7 Directors shall ensure that all documentation relating to contracts is retained in accordance with the Council's Records Retention and Destruction Schedule
- 2.8 Where the Council has awarded a contract to any person to supervise or otherwise manage a contract on its behalf such a person shall be required to comply with these Rules as if he were an Officer of the Council.

### **3.0 COMPLIANCE WITH LEGISLATION AND STANDARDS**

- 3.1 Every contract shall comply with all relevant applicable legislation and government guidance including:-
- (a) EU Law
  - (b) Acts of Parliament
  - (c) Statutory Instruments
- 3.2 Where relevant, every contract shall specify that materials used, goods provided, services supplied or works undertaken (as the case may be) shall comply with applicable standards. Such standards are, in order of priority:-
- (a) EU Standards
  - (b) British Standards implementing international standards
  - (c) British Standards
- 3.3 Directors shall ensure that the Council has the legal power to enter into any contract and that the Council does not purport to enter into any contract which is ultra vires.

### **4.0 SIGNATURE/SEALING OF CONTRACTS**

- 4.1 Every written contract must be either signed or sealed in accordance with this Rule and where contracts have a value exceeding £50,000 they must be either sealed, or signed by two Officers as described below.
- 4.2 The HLS and such of her staff as she may designate are authorised to sign any such contract.
- 4.2.1 The HLS also authorises such contracts to be signed by Directors (or by an Officer authorised by a Director to sign on the Director's behalf) up to and including the financial limits in **Rule 4.3** provided that:-

- (a) appropriate authority exists for the Council to enter into the contract, and
- (b) the contract is either:-
  - (i) in a nationally recognised form, or
  - (ii) a standard form prepared or approved by the HLS, or
  - (iii) is otherwise in a form approved by the HLS
 and
- (c) any variations to approved forms of contract must themselves be approved by the HLS, whether or not they are effected by amending the contract itself or by correspondence

**4.3** The financial limits relating to **Rule 4.2** are:

- (a)
 

Business and Environmental Services Directorate and Adult and  
Community Services Directorate

£500,000
- (b)
 

Children and Young People’s Service Directorate

£200,000
- (c)
 

Central Services Directorate, Chief Executive Officer’s Unit

£50,000

Finance and

**4.4** Contracts that exceed the financial limits specified in **Rule 4.3** shall be signed by:

- (a) the HLS (or a Legal Services’ Officer authorised by her); and
- (b) an authorised signatory in the relevant Directorate (or another Legal Services’ Officer authorised by the HLS).

**4.5** Only the HLS (or a Legal Services’ Officer authorised by the HLS) may seal a contract on behalf of the Council, in each case being satisfied that there is appropriate authority to do so.

**5.0 FORM OF CONTRACT**

**5.1** Every contract exceeding £100 in value shall be evidenced in writing (by the use of an order form, exchange of correspondence or other written medium).

**5.2** Every contract exceeding £20,000 in value shall be documented by a written form of agreement. Wherever appropriate and possible, such written agreements shall be made on the basis of terms and conditions agreed by the HLS (in consultation with the CDFCS). Such terms and conditions may be incorporated into standard order conditions. The Council may accept different terms and conditions proposed by a Contractor provided that the advice of the HLS as to their effect has been sought and considered.

**5.3** The written form of agreement for all contracts exceeding £20,000 in value must clearly specify the obligations of the Council and the Contractor and shall include:-

- (a) the work to be done or the goods or services to be supplied
- (b) the standards which will apply to what is provided
- (c) the price or other consideration payable
- (d) the time in which the contract is to be carried out
- (e) the remedies which will apply to any breach of contract

**5.4** Where considered appropriate by the CDFCS, term contracts, standing offers and framework contracts may include a financial limit above which value, work to be done or goods or services to be supplied shall be subject to a separate procurement exercise in accordance with these Rules.

**5.5** The written form of agreement for all contracts exceeding £20,000 in value must include the following or equivalent wording:-

- (a) “If the Contractor:-
  - (i) Has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this Contract or any other Contract with the Council, or
  - (ii) Has committed any offence under the Prevention of Corruption Acts 1889 to 1916, or
  - (iii) Has committed an offence under Section 117 (2) of the Local Government Act 1972.

The Council may terminate the Contract immediately and will be entitled to recover all losses resulting from such termination”.

- (b) “If the Contractor is in persistent and/or material breach of contract the Council may terminate the Contract and purchase the materials (or goods or services as the case may be) from a third party and the Council may recover the cost of doing so from the Contractor”

**5.5.1** Other standard clauses are contained in the Procurement Manual relating to, for example, freedom of information, data protection, equalities, sustainability and best value; these are not mandatory for each such written agreement referred to in Rule 5.5 above, but should be included where appropriate.

## **6.0 BONDS AND LIQUIDATED DAMAGES**

**6.1** Directors (in consultation with the CDFCS) shall consider whether to include provision for the payment of liquidated damages by a Contractor for breach of contract in all contracts which exceed £20,000 in value.

**6.2** Where considered appropriate by a Director (in consultation with the CDFCS), the Contractor will be required to provide a performance bond to secure the performance of the contract. Such performance bonds should provide for a sum of not less than 10% of the total value of the contract or such other sum as the CDFCS considers appropriate.

- 6.3** Agreements made under Section 38 or Section 278 of the Highways Act 1980 shall always include provision for a bond in respect of such sum as the Corporate Director Business and Environmental Services shall consider appropriate except where:-
- (a) the identity of the developer renders the need for a bond unnecessary, or
  - (b) adequate alternative security is provided, or
  - (c) the Corporate Director Business and Environmental Services (in consultation with the CDFCS) agrees that it is inappropriate for a bond to be required.

## **7.0 QUOTATIONS**

- 7.1** Subject to Rule 7.10, where the estimated value of a contract is £5,000 or less the invitation of quotations is not mandatory, but at least three quotations should be invited where it is considered that better value for money will be obtained by doing so.
- 7.2** Subject to Rule 7.10, if the estimated value of a contract exceeds £5,000 but is less than £50,000 at least three written quotations must be invited from suitable potential Contractors. The estimated value of the contract shall be recorded in writing prior to quotations being sought.
- 7.3** All potential Contractors invited to submit quotations shall be provided in all instances with identical information and instructions. Where considered appropriate, Directors may permit potential Contractors who have been selected to submit quotations under **Rule 7.2** to also submit variant quotations (ie quotations which do not comply with some or all of the requirements of the primary quotation). The same opportunity to submit variant quotations must be given to all potential Contractors.
- 7.4** A written quotation may only be considered if:-
- (a) it has been received in a sealed envelope marked “quotation” and indicating the subject matter of the quotation and
  - (b) it has been opened at the same time as other quotations for the same subject matter in the presence of at least two Officers authorised to open quotations
- 7.5** Each Director shall maintain written records of all quotations received.
- 7.6** Before quotations are opened it must be recorded in writing whether the lowest price or the MEA quotation should be accepted. Where both price and quality are to be factors (ie where MEA applies) the quality criteria must be identified and the weighting between price and quality established and recorded before quotations are opened.
- 7.7** If:-
- (a) a quotation other than the lowest or the MEA quotation (as the case may be) is to be accepted, or
  - (b) less than three quotations have been received,
- the written approval of the Director (in consultation with the CDFCS or if the relevant Director is the CDFCS, in consultation with the Chief Executive Officer) shall be sought and obtained before the quotation is accepted.



- 7.8** Subject to Rule 7.10, a quotation for a price in excess of £50,000 may be accepted if (and only if):-
- (a) the original estimated price was less than £50,000 **and**
  - (b) the price quoted does not exceed that original estimated price by more than 10% **and**
  - (c) the written approval of the Director (in consultation with the CDFCS) has been obtained.

If the conditions at (a) and (b) are not met, Directors must seek tenders in accordance with **Rule 8**.

- 7.9** Where a quotation involves payment **to** the Council, the provisions of **Rules 7.6 and 7.7** shall apply except that the word “lowest” shall be replaced by the word “highest” in these paragraphs.

### **Consultancy Contracts**

- 7.10** Where the estimated value of a Consultancy Contract is £30,000 or less, at least one quotation should be invited, and up to three quotations should be invited where the Responsible Officer considers that better value for money will be obtained by doing so.
- 6.9.1** Where the estimated value of a Consultancy Contract exceeds £30,000 but is less than £100,000 at least three written quotations should be invited from suitable potential Contractors. The estimated value of the Contract shall be recorded in writing prior to quotations being sought.
- 6.9.2** Rule 7.8 shall apply to Consultancy Contracts subject to the figure of £100,000 being substituted for the figure of £50,000 in that Rule.

## **8.0 TENDERS**

- 8.1** If the estimated value of a contract is £50,000 or more written tenders must be invited in accordance with the following provisions of this Rule.
- 8.2** Before Directors invite tenders it must be recorded in writing whether the lowest price or the MEA tender is to be accepted. Where both price and quality are to be factors (i.e. where MEA applies) the quality criteria must be identified and the weighting between price and quality established and recorded before tenders are invited.
- 8.3** All potential Contractors invited to submit tenders shall be provided in all instances with identical information and instructions. Where considered appropriate, a Director may, (in consultation with the CDFCS) permit potential Contractors who have been selected to submit tenders under **Rule 8.1** to also submit variant tenders (ie tenders which do not comply with some or all of the requirements of the primary tender). The same opportunity to submit variant tenders must be given to all potential Contractors.
- 8.4** Directors must seek tenders on the basis of one of the following procedures:-

(a) **Open Tenders**

An invitation to tender notice must be given in at least one newspaper (which may be local, regional, or national but must be appropriate for the subject matter of the tender) and in a suitable trade journal where appropriate and, where required, in OJEU. The notice must specify brief details of the subject matter of the contract, how tender documents may be obtained and the tender closing date. This date must be at least 28 days after the publication of the first advertisement for the invitation to tender notice and, where relevant, at least 14 days after the last invitation to tender notice is published.

(b) **Restricted Tenders – Ad Hoc List**

If a Director (in consultation with the CDFCS) considers it appropriate that any invitation to tender shall only be made to a limited number of potential Contractors considered as being suitable to be invited to tender the following procedure shall apply:-

- (i) a notice must be given in at least one newspaper (which may be local, regional or national but must be appropriate for the subject matter of the contract) and in a suitable trade journal where appropriate and, where required, in OJEU. The notice must specify brief details of the subject matter of the contract and invite potential Contractors to apply to the Council to be considered for invitation to tender by the Council. Details must be included in the notice specifying how such expressions of interest are to be submitted and the closing date for their receipt by the Council which must be at least 28 days after the first advertisement for the contract is published and, where relevant, at least 14 days after the last advertisement is published
- (ii) the criteria which are to be applied in evaluating expressions of interest must be recorded in writing before the expressions of interest are considered
- (iii) after expressions of interest have been received the Director (in consultation with the CDFCS and such other Officers as are appropriate having regard to the subject matter and likely value of the contract) shall evaluate the expressions of interest received
- (iv) after evaluation, invitations to tender shall be sent to at least 4 Tenderers selected by the Director in consultation with the CDFCS or, if less than 4 Tenderers applied or are considered suitable, such Tenderers as have been selected by the Director (in consultation with the CDFCS)

(c) **Restricted Tenders - Standing List**

If a Director (in consultation with the CDFCS) considers it appropriate to maintain a standing list of suitable Contractors for particular types and/or values of work the following procedure shall apply: -

- (i) a notice must be given in at least one newspaper (which may be local, regional or national but must be appropriate for the subject matter of the contract) and in a suitable trade journal where appropriate and, where required, in OJEU. The notice must specify brief details of the subject matter of the contract and invite potential Contractors to apply to the Council to be considered for invitation to tender by the Council. Details must be included in the notice on how such expressions of interest are to be submitted and the closing date for their receipt by the Council which must be at least 28 days after the first advertisement for the contract is published and, where relevant, at least 14 days after the last advertisement is published. Such notices must be repeated at intervals of no more than five years

- (ii) the criteria which are to be applied in evaluating expressions of interest must be recorded in writing before the expressions of interest are considered
- (iii) after expressions of interest have been received the Director (in consultation with the CDFCS and such other Officers as are appropriate having regard to the subject matter and likely value of such type of contract(s)) shall evaluate the expressions of interest received. The Director shall then maintain a list of such approved Contractors categorised by value and/or type of contract
- (iv) the Director may remove Contractors from an existing standing list where the Director and CDFCS and the HLS agree that such removal is appropriate, having regard to the conduct and/or status of the Contractor and all other relevant factors
- (v) the Director (in consultation with the CDFCS) may approve an application from a potential Contractor to be added to an existing standing list
- (vi) the inclusion of each Contractor on such lists shall be reviewed once in every five years from the date of inclusion
- (vii) invitations to tender shall be sent to at least 4 Contractors on the standing list or to all Contractors on a standing list if it includes less than 4 Contractors
- (viii) each Director shall maintain arrangements so as to provide the CDFCS, on request, with a report of tenders invited from standing lists which will include the names of persons invited to tender and the reasons for selection

## **9.0 GENERAL TENDER REQUIREMENTS**

### **9.1** A written tender may only be considered if:-

- (a) it has been received in a sealed envelope marked "Tender" and indicating the subject matter of the tender, and
- (b) the identity of the Tenderer cannot be ascertained from the Tender envelope, and
- (c) subject to 9.4, the tender has been returned to the HLS (or a person designated by her) before the tender closing date (which shall be a time and date when County Hall is open for business)

### **9.2** The HLS (or a person designated by her) shall be responsible for the reception and safe custody of tenders until they are opened.

### **9.3** Tenders must be opened at the same time and in the presence of the HLS (or a person designated by her) or, where Legal Services is undertaking the procurement, the CDFCS (or an Officer designated by him). Whoever opens the Tenders shall maintain a record of the tenders received. Such a record shall include the date and time of tender opening, the identity of the officer(s) present, the identities of tenderers and the tendered sums (where readily ascertainable). A copy of such a record shall be provided as soon as practicable to the Chief Internal Auditor.

### **9.4** If a Tender is received after the specified tender closing date it may not be considered unless the HLS is satisfied that the Tender was posted or otherwise dispatched in sufficient time to be delivered before the specified time but that delivery was prevented by an event beyond the control of the tenderer **and** that other Tenders have not been opened.

### **9.5** Where quotations and tenders are received in accordance with arrangements introduced for electronic commerce under **Rule 12** then the provisions of **Rule 9.1** shall not apply.

## **10.0 TENDER ACCEPTANCE**

**10.1** Where tenders are to be evaluated on the basis of MEA the Director shall record the evaluation model to be used to score the quality criteria referred to in **Rule 8.2** prior to the tenders being opened. The evaluation model should not be communicated to tenderers without the approval of the CDFCS (in consultation with the HLS).

**10.2** If:-

- (a) a tender other than the lowest or the MEA (as the case may be) is to be accepted, or
- (b) less than three tenders have been received

the written approval of the Director (in consultation with the CDFCS or, if the relevant Director is the CDFCS, in consultation with the Chief Executive Officer) must be obtained before a tender is accepted and a signed and dated record kept of the reasons for the action taken; HOWEVER, no such approval can be given in respect of (a) above where that contract is subject to the EU procurement regime other than in exceptional circumstances agreed by the HLS.

**10.3** Each Director shall maintain a written record of all successful tenderers in a form approved by the CDFCS.

**9.4** Where a tender involves payment **to** the Council, **Rules 8.2 and 10.2** shall apply except that the word “highest” shall be substituted for “lowest” in those Rules.

## **11.0 ALTERATIONS TO TENDERS/QUOTATIONS AND POST TENDER NEGOTIATIONS**

**11.1** Tenders may not be altered by Tenderers after the tender closing date except:-

- (a) where the Director is satisfied that arithmetical errors having been inadvertently made by the Tenderer, such errors can be corrected; or
- (b) where post tender negotiation is undertaken in accordance with **Rule 11.2**; or
- (c) where post tender clarification is undertaken in accordance with **Rule 11.4**.

**11.2** Post tender negotiations may be undertaken with selected tenderers in accordance with the following conditions:-

- (a) that the Director (in consultation with the CDFCS) considers that added value may be obtained
- (b) that post tender negotiations are permitted by law
- (c) that post tender negotiations are conducted by a team of suitably experienced officers approved by the Director and trained in post tender negotiations
- (d) that a record of the negotiations is kept by the Council
- (e) that a clear record of the added value obtained by the post tender negotiations is incorporated into the Contract with the successful tenderer

**11.3** **Rules 11.1 and 11.2** shall also apply to alterations to quotations.

**11.4** **Rules 11.1, 11.2 and 11.3** shall not operate to prevent clarification of any tender or quotation to the extent permitted by law and where such clarifications are sought the provisions of

**Rules 11.2 (c) and (d)** shall apply except the word 'clarification' shall be substituted for the word "negotiation" in these Rules.

## **12.0 ELECTRONIC COMMERCE**

**12.1** Nothing in these Rules shall prevent:-

- (a) invitations to quote or tender being issued by use of the internet. A Director (in consultation with the CDFCS) may publish invitation to tender notices on appropriate internet web sites in substitution for publication in newspapers or trade journals.
- (b) receipt of quotations or tenders by use of the internet provided the Director and the CDFCS have agreed that suitable privacy and security mechanisms are in place for the receipt and opening of such submissions.

**12.2** For the avoidance of doubt, **Rule 9.3** shall apply to such electronic commerce transactions.

## **13.0 PURCHASING CARDS**

**13.1** Where purchasing cards are issued by the Council the following provisions shall apply:-

- (a) their use shall be subject to the procedures laid down by the CDFCS
- (b) cards shall only be issued to, and used by, Officers nominated by a Director (in consultation with the CDFCS)
- (c) for the purpose of **Rule 5.1** the payment invoice will constitute evidence in writing of the contract.

## **14.0 CERTIFICATION OF CONTRACTS**

**14.1** The Local Government (Contracts) Act 1997 clarified the power of local authorities to enter into certain contracts, including Private Finance Initiative contracts. Where contracts need to be certified under the 1997 Act, only the following Officers are authorised to do so: the Corporate Director Children and Young People's Service, the Corporate Director Business and Environmental Services, the Corporate Director Adult and Community Services and the Corporate Director Finance and Central Services.

## **15.0 EXCEPTIONS TO CONTRACT PROCEDURE RULES**

**15.1** A Director does not need to invite quotations or tenders in the following circumstances:-

- (a) purchases through the agency of YPO or other consortium or similar body, eg GCAT, in accordance with the approved purchasing methods of such a consortium or body, or

- \_\_\_\_\_ (b) purchases at public auctions, or
- (c) the purchase of goods, works or services which are of such a specialised nature as to be obtainable from one contractor only except where the value of the contract exceeds the relevant EU threshold; or
- (d) the instruction of Counsel by the HLS, or
- (e) repairs to or the supply of parts for existing proprietary machinery or plant, or
- (f) social care contracts where:-
  - (i) the service is currently supplied by a contractor to the satisfaction of the Corporate Director Adult and Community Services or the Corporate Director Children and Young People's Service and where the foreseeable disruption to service users cannot justify the invitation of further quotations or tenders, or
  - (ii) the service is of a specialist or personal nature and where service users must be involved in the selection of the contractor and where the Corporate Director Adult and Community Services and the Corporate Director Children and Young People's Service considers it inappropriate for quotations or tenders to be invited, or
  - (iii) \_\_\_\_\_ where the Corporate Director Adult and Community Services and the Corporate Director Children and Young People's Service is satisfied that the urgency of the need for the service prevents the invitation of quotations or tenders

**15.2** Specific exceptions to Contract Procedure Rules are permitted:-

- (a) \_\_\_\_\_ where the HLS and the CDFCS agree that it is appropriate that the EU Negotiated Procedure or the EU Competitive Dialogue Procedure may be employed on a procurement exercise, or
- (b) in such other circumstances as the CDFCS and the HLS may agree in writing

**15.3** The Rules shall not require tenders or quotations to be sought (except if there is a legal requirement to do so):-

- (a) where a Director considers that emergency action is genuinely necessary to make a building or structure safe and/or water tight, or to preserve Council property, or
- (b) where a Director (in consultation with the CDFCS) considers that other urgent action is genuinely required

A written record, signed and dated by the Director, shall be kept of the reasons for the action taken under this Rule.

**16.0 COMPLIANCE, CONTRACT REGISTER AND ANNUAL PROCUREMENT PLANS**

**16.1** Every officer shall comply with these Rules and any unauthorised failure to do so may lead to disciplinary action.

**16.2** Each Director shall take all such steps as are reasonably necessary to ensure that Officers within their Directorate are aware of and comply with these Rules, the *Procurement Manual* and the *Finance Manual* referred to in Rule 2.5.

**15.3** The CDFCS shall be responsible for monitoring adherence to these Rules.

**15.4** Each Director shall nominate a representative to act as a key contact point in relation to procurement matters for the Directorate; such representatives shall be termed “**Procurement Champions**” in this Rule.

**15.5** Procurement Champions are responsible for the production of an Annual Procurement Plan (‘**APP**’) which will be completed in such format as the CDFCS shall require and which will include the following details:

- (a) contracts for supplies and services which the Directorate intends to award in the next financial year
- (b) in respect of each contract to be awarded:
  - (i) the Business Unit and Responsible Officer
  - (ii) the subject matter of the contract
  - (iii) the date the procurement process is expected to start
  - (iv) the date the contract is expected to start
  - (v) the duration of the contract
  - (vi) the contract’s annual value
  - (vii) the procurement methodology to be adopted

**15.6** The Procurement Champions shall present their Directorate APP to the Corporate Procurement Members’ Working Group annually at such time as the CDFCS shall require (which will normally be at the commencement of the new financial year).

**16.7** The Council has established, as part of its Corporate Procurement Strategy, a Contract Register (‘**the Register**’) the purpose of which is to:

- (a) record key details of all contracts with an aggregate value of £20,000 or more
- (b) identify a contract reference number.

**15.6.1** Procurement Champions shall ensure that:-

- (a) all relevant contracts are entered onto the Register and the appropriate contract number recorded
- (b) the Register is maintained by entering new contracts onto it and removing expired contracts from it in line with the Council’s Records Retention and Destruction Schedule.

## **17.0 DECLARATION OF INTERESTS**

**17.1** If it comes to the knowledge of a Member, Responsible Officer or other Officer that a Contract in which he has an interest (determined in accordance with the Members’ and/or Officers’ Code of Conduct as appropriate) has been or is proposed to be entered into by the Council, he shall immediately give written notice to the HLS.