



South Yorkshire Mayoral Combined Authority

Contract Procedure Rules

Version control

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June 2020	Draft V0.2	Ian Hodge	Amendments following consultation with Statutory Officers
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1. Introduction

- 1.1 These Contract Procedure Rules (CPRs) are made by the Authority in accordance with Section 135 of the Local Government Act 1972. The CPRs regulate the way tenders are invited and set out the responsibilities and procedures to be followed by Officers when procuring goods, services or works on behalf of the Authority.
- 1.2 The CPRs support Officers to conduct procurement exercises that:
- comply with the Authority's strategic objectives, procurement strategies, policies and statutory legal obligations
 - promote the fundamental principles of public sector procurement, i.e. being open, fair and transparent
 - reduce the risk of challenge by being effective, efficient and robust.
- 1.3 Prior to commencing a procurement/sale/contracting process on behalf of the Authority, Officers should ensure that they have the required budgetary provision in place and understand what approvals (see CPR 28) will be required at the point of contract award and that this step is planned onto the programme. Failure to do so may result in delay at the point of any required contract signing. It is important to note that having budgetary provision as part of the annual budget setting process or as part of any approved programme is not approval to award a contract and commit spend, that approval can only be given as part of a contract award process that has followed these CPR's
- 1.4 On 18th November 2019 the Authority declared a climate emergency and pledged to consider the impact of our decisions around all areas of strategic policy and investment, and how these align with our ambition to become a net zero carbon city region by 2040. Procurement can play an important role in helping the city region achieve its ambitious plans and all procurement activity should consider the extent that it can assist in meeting the targets. All procurement activity should have full regard to the Authority's environmental policies and strategies.

2. Scope, Compliance and Waivers

- 2.1 All the Authority's contracts must be entered into in accordance with these CPRs.
- 2.2 The CPRs should be read in conjunction with the Authority's Constitution, the Financial Regulations and Scheme of Delegation.
- 2.3 Officers and Members must exercise the highest standards of conduct, integrity and impartiality when involved in the procurement, award and management of contracts and pay due regard to the requirements of the relevant Code(s) of Conduct.
- 2.4 If there is any doubt regarding the scope or application of these CPRs guidance should be sought from the Procurement Expert.
- 2.5 Where the estimated value of a contract exceeds the relevant procurement threshold, the contract must be procured in accordance with the Public Contracts Regulations 2015 and where possible these CPRs.

- 2.6 In the event that these CPRs are not compatible with the requirements of the Public Contract Regulations 2015 (PCR 2015) then the requirements of the Regulations shall take precedence.
- 2.7 Non-compliance with CPRs, Financial Regulations or PCR 2015 legal requirements can have serious consequences for the Authority. Following CPRs allows the Authority to comply with the requirements of legislation and Officers should be aware that any non-compliance may result in disciplinary action.
- 2.8 Where any Contract Procedure Rule indicates that an Officer “must” follow a certain course of action that CPR cannot be waived under any circumstances. All other Contract Procedure Rules must be complied with unless otherwise authorised via the waiver process (see CPR 40 below).

3. Exempt Contracts

- 3.1 The following contracts are exempt from the requirement for competitive tendering except where the Public Contract Regulations 2015 apply in which case the Regulations must be complied with.
- 3.2 Services that are provided ‘in-house’ or by another Authority (where the conditions of the Public Contract Regulations are met).
- 3.3 Contracts of employment that make the individual a direct employee of the Authority. For the avoidance of doubt these CPRs do apply to the procurement of agency/recruitment services, the appointment of Consultants and the provision of short-term agency workers.
- 3.4 Additional works, supplies or services that are required due to unforeseen circumstances, which are either strictly necessary for the completion of the contract, or for technical or economic reasons cannot be carried out separately without great detriment to the Authority. Where a contract variation is required this must be executed in accordance with CPR 32 (Contract Variation). Approval to use this exemption must be supported by the submission of a business case (Appendix 3) to the Authorised Officer listed at 4.3.
- 3.5 Legal services contracts and arbitration services that fall within the exemptions set out in Regulation 10 of the Public Contracts Regulations 2015.
- 3.6 Financial services associated with the purchase and sale of securities or financial instruments, including the procurement of research.
- 3.7 Acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property.
- 3.8 Subscriptions, specific training or other goods, services and works not considered to be procurements. This includes purchasing of unique product where no genuine alternative is available such as subscription to an accrediting body, membership of a unique group of organisations or attendance at a sector specific conference. If the value is above the relevant EU Threshold, Monitoring Officer approval is required.
- 3.9 Bus service subsidy contracts awarded in accordance with either the de-minimis or urgency provisions of the Transport Act 1985 and/or EU Regulation 1370/2007, as incorporated into

UK law by UK Regulation (EC) No 1370/2007 (Public Service Obligations in Transport) (Amendment) (EU Exit) Regulations 2020.

- 3.10 Public passenger transport services by tram or train in accordance with the direct award provisions of EU Regulation 1370/2007 as incorporated into law by UK Regulation (EC) No 1370/2007 (Public Service Obligations in Transport) (Amendment) (EU Exit) Regulations 2020.

4. Delegated Authority

- 4.1 Officers conducting procurement exercises on behalf of the Authority should act in accordance with these Contract Procedure Rules and the Authority's scheme of delegation.
- 4.2 Within approved budgets Officers are, subject to approval of the Procurement Report, empowered to seek tenders and quotations for goods, services and works in accordance with these CPRs. These officers are empowered to authorise any other suitable officer to lead a procurement process on their behalf.
- 4.3 The decision to award any contract (including a call from a Framework Agreement) may be taken either:-
- i. in accordance with the Officer Scheme of Delegation set out in part 4E of the Constitution and ensuring compliance with The Openness of Local Government Bodies Regulation 2014 (noting that there is no financial limit for such delegated decisions); or
 - ii. If the Officer Scheme of Delegation is not appropriate, by a Thematic Board upto £200,000 (for Goods/Services) and £500,000 for Works, or above these levels or where the procurement involves the potential TUPE transfer of the Authority's employees by the Authority (MCA Board).
- 4.4 Where a contract award that meets the criteria of a Key Decision the Officer should pay due regard to, and act in accordance with, Part 5B of the Constitution.

5. IT, HR, Legal, Communications and Finance

- 5.1 The proposal to procure software, hardware or systems must be approved by the Head of Information and Technology.
- 5.2 The proposal to procure services relating to HR, Legal, Communications or Finance must be approved by the relevant Senior Responsible Officer.
- 5.3 Approval to procure includes any renewal, extension or variation of an existing contract.

6. Pre-procurement requirements

Prior to undertaking a procurement exercise Officers must ensure that:

- 6.1 A procurement report (Appendix 1, for contracts valued £25k or more) has been completed and approval to commence the procurement has been obtained.
- 6.2 The proposed expenditure is contained within an approved budget in accordance with the Authority's Financial Regulations.

- 6.3 Due regard is given to all applicable legislation including the Public Services (Social Value) Act 2012, the Equality Act 2010 and Data Protection Act 2018.
- 6.4 Where appropriate an initial screening is carried out to ascertain whether a more detailed Equality Impact Assessment (EIA) is required to inform the procurement process and subsequent contract management.
- 6.5 A record of how social value has been considered, in all contracts valued over £25,000, shall be made in the Procurement Report.
- 6.6 A screening exercise is undertaken to determine whether the Data Protection Legislation applies to the contract. Where the screening indicates that the contract involves processing that is likely to result in a risk to the rights and freedoms of individuals, the Officer must carry out a data protection impact assessment. The Officer will keep a written record of the assessment on file and take appropriate and proportionate action throughout the procurement process and subsequent contract management.
- 6.7 In all cases and regardless of value, Officers must consider if the procurement might be of cross border interest to economic operators in other member states of the EU and advertised accordingly. A written record of this consideration and the conclusion reached shall be recorded in the Procurement Report.
- 6.8 They have ruled out the possibility of the service being provided in-house.
- 6.9 All appropriate advice has been obtained such as legal, financial, insurance and other professional advice such as procurement, health and safety, risk management, data protection and assurance.
- 6.10 Key stakeholders including Members (where appropriate) and Trade Unions (where TUPE might apply) have been identified and consulted.
- 6.11 The contract value is calculated in accordance with Public Contract Regulations 2015 (irrespective of whether the Regulations apply), including whole life costs for the duration of the contract, any period of extension and/or continuing costs and any unrecoverable VAT.
- 6.12 Contracts are not disaggregated into 2 or more separate contracts in an attempt to avoid the Public Contract Regulations or avoid competition in accordance with these CPRs.
- 6.13 Where the procurement is subject to Public Contract Regulations consideration is always given to dividing the contract into smaller lots. Where this is not possible the main reasons for the decision not to subdivide into lots shall be included in the procurement documents or Procurement Report.
- 6.14 Any risks associated with the procurement are identified, assessed and recorded together with the actions required to manage them.
- 6.15 Taking advice where necessary, the procurement is properly categorised for the purpose of the Public Contract Regulations as being works, supplies or services, and that any Light Touch Services are correctly identified.
- 6.16 All Officers and stakeholders involved in a procurement process over £25,000 must confirm there are no conflicts of interest amongst Officers involved in the procurement process as

part of the Procurement Report. Where necessary appropriate safeguards should be put in place.

7. Existing Arrangements and Frameworks (all contract values)

- 7.1 Where an existing contract is in place with a supplier for specific goods or services, then these should be used unless there are good reasons why this would not be the best course of action.
- 7.2 In all cases, where no existing contract is in place, consideration should be given to whether existing external arrangements would be appropriate such as the use of public service purchasing consortia (e.g. Crown Commercial Service, YPO, ESPO and NEPO) or existing frameworks in order to benefit from the advantages listed below.
- 7.3 The use of frameworks can save significant time and money, whilst still meeting the Authority's specific requirements. The benefits for the Authority include:
 - 7.3.1 Fast, efficient, easy to use PCR 2015 compliant frameworks that can reduce the cost and time associated with procurement processes
 - 7.3.2 Significant reduction in procurement timescales
 - 7.3.3 Reduced procurement costs
 - 7.3.4 Pre-agreed terms and conditions
 - 7.3.5 Ceiling prices that can be further reduced by competition at call off.
- 7.4 The framework may include a requirement for a mini competition exercise and this shall be tendered in accordance with the framework agreement, where possible these CPRs and where permitted by the framework, invited via YORtender.
- 7.5 Due diligence must be carried out to ensure it is legally viable for the Authority to make use of any such consortia arrangement or framework.
- 7.6 Where no suitable existing arrangements or frameworks are available a proportionate approach to procurement is required and Officers should comply with the appropriate Contract Procedure Rule according to the value of the contract.

8. Purchasing up to £5,000

- 8.1 Where variations in quality are minimal or there is no requirement to evaluate the quality of the goods, services or works, formal issue of a tender/quotation document is not required.
- 8.2 Officers should satisfy themselves that they have obtained, and kept a record of, an adequate amount of comparative pricing information, to include where possible at least one South Yorkshire based business, to ensure that the best value in terms of economy, efficiency and effectiveness is obtained.
- 8.3 The purchase order form shall specify the services, supplies or works to be provided and set out the price and payment terms.
- 8.4 Where variations in quality are significant Officers should consider issuing a formal quotation document to at least two suppliers, where possible one supplier should be a South Yorkshire based business.

9. Contract Value £5,000 – £25,000 (goods and services), £5,000 to £50,000 (works)

- 9.1 In all cases the details of the procurement exercise and subsequent contract award must be published on the Contract Register in order to comply with the Local Government Transparency Code 2015.
- 9.2 Formal competition is required; where there are a sufficient number of providers in the market at least three written quotes should be invited, including where possible at least one organisation based in South Yorkshire.
- 9.3 Officers may use YORtender to invite and receive quotes, including where appropriate the “Quick Quotes” facility.
- 9.4 In exceptional circumstances and considering all the information available an Officer may decide that it is justified to invite less than 3 quotations. In this situation a waiver form (Appendix 4) must be completed and approved before proceeding.
- 9.5 The quotation template (RFQ) shall be used by the Officer which describes as a minimum the services/goods/works to be provided and/or an explanation of the outcomes to be met. The methodology that the Authority will use to evaluate the quotes must be clearly explained and the quotation document must be made available electronically.
- 9.6 The specification must be approved by the Procurement Expert. Once approved the Procurement Expert shall provide an appropriate set of terms and conditions
- 9.7 The use of a pre-qualification stage is not permitted and the use of the Crown Commercial Service (CCS) Standard Selection Questionnaire is not permitted, however the exclusion questions and standard selection questions may be used as a guide in developing appropriate and proportionate questions to be used in a one-stage procurement process. Those questions may be used to assess the suitability, capability, legal status, and financial standing of a potential supplier, provided that the questions are relevant and proportionate to the contract.
- 9.8 All bids received shall be treated as confidential and will not be used for any other purposes other than that for which they were sought.
- 9.9 Negotiation should only take place if the quotation documents state that it may take place. Negotiations must be conducted by at least two appropriately authorised Officers and full written records of negotiations must be kept.
- 9.10 All Officers included in the tender evaluation panel will be required to confirm in writing to the Procurement Expert that no conflict of interest exists in relation to quote or tender submissions received, prior to evaluation taking place. In the event of any potential conflict of interest, the Monitoring Officer will decide if the Officer can be included in the evaluation panel or if a substitute must be nominated.
- 9.11 Prior to contract award a Conflict of Interest Declaration at Appendix 5, must be completed by each member of the evaluation panel and returned to the Procurement Expert.

10. Contract Value £25,000 - £100,000 (goods and services), £50,000 - £100,000 (works)

- 10.1 In addition to the requirements of CPR 9 the Officer conducting the procurement should comply with the following.
- 10.2 Procurement must be led by the Procurement Expert.
- 10.3 Where there are a sufficient number of providers in the market the contract opportunity should be openly advertised or at least 3 written tenders invited via YORtender.
- 10.4 The Officer should consider whether the procurement would be of interest to South Yorkshire based suppliers and, if it would, where possible at least 1 tender should be invited from these organisations.
- 10.5 All invitations to tender valued at £25,000 or more must be published on YORtender to ensure that all bidders are provided with exactly the same information and to ensure equal treatment.
- 10.6 If not invitation only, the invitation to tender must be advertised on Contracts Finder.
- 10.7 Award details must be published on the Contract Register and on Contracts Finder no later than 90 days after the contract is awarded.

11. Contract Value £100,000 – EU Threshold

- 11.1 In addition to the requirements of CPR 9 and 10 the Officer conducting the procurement should comply with the following.
- 11.2 Where there are a sufficient number of providers in the market the contract opportunity should be openly advertised via YORtender.
- 11.3 The Officer should consider whether the procurement would be of interest to South Yorkshire based suppliers and, if it would, where possible at least 2 tenders should be invited from these organisations.

12. Use of Selection Questions

- 12.1 In sub EU Threshold procurements for goods and services Officers need to decide whether it is necessary to assess a supplier's eligibility, financial standing and technical capacity, taking advice accordingly. If it is determined that this assessment is necessary it must be carried out in compliance with the Public Contract Regulations, within a one stage procurement exercise and the CCS standard supplier questionnaire may not be used.
- 12.2 In sub threshold procurements for works contracts valued between the threshold for goods and services and the threshold for works a two-stage process is permitted and Officers may make use of the PAS 91 PQQ.
- 12.3 In procurements that exceed the procurement threshold under the Public Contracts Regulations 2015 for goods, services or works the Authority shall only enter into a contract if it is satisfied as to the supplier's eligibility, financial standing and technical capacity.

- 12.4 Potential suppliers should be permitted to self-declare that they meet the relevant criteria in the supplier selection stage. Only the winning supplier (and any organisations relied upon to meet the winning supplier's selection criteria) should submit evidence. This reduces the need for potential suppliers to submit supporting documents every time they wish to bid for a public contract.
- 12.5 If the winning supplier fails to provide the required evidence within set timeframes, or the evidence proves unsatisfactory, the award of the contract should not proceed. Officers may then choose to amend the contract award decision and award to the second-placed supplier, provided that they have submitted a satisfactory bid. Alternatively, the procurement process may be terminated.

13. Contract Value Above EU Threshold

- 13.1 Where the proposed contract exceeds the EU Threshold appropriate advice must be sought from the Procurement Expert and Legal Services, where appropriate.
- 13.2 Contract notices and award details must be published in the Official Journal of the European Union (OJEU) as well as on Contracts Finder and YORtender.
- 13.3 The current thresholds are:
- Services £189,330.00
 - Goods £189,330.00
 - Works £4,733,252.00
 - Light Touch Regime (Social and other specific services (as defined by the Regulations)) £615,278.00
- 13.4 Officers conducting above threshold procurements must consider dividing the contract into lots and justify any decision not to do so, in either the procurement documents or the Procurement Report.
- 13.5 A contract subject to the Public Contracts Regulations can only be awarded following a communication to all unsuccessful tenderers and a mandatory 10-day standstill period. Failure to comply can result in a challenge and the contract being declared ineffective.
- 13.6 Where the procurement was conducted under a framework agreement Officers should comply with CPR 13.5 above on a voluntary basis in order to avoid the risk of the contract being declared ineffective.
- 13.7 Post tender negotiation is not permitted except where the Authority is utilising the Competitive Procedure with Negotiation.
- 13.8 Officers must maintain a written record of the procurement process. The Procurement Report shall, as a minimum meet this requirement and the requirements of Public Contract Regulation 84.
- 13.9 Where the value of the contract exceeds the relevant procurement threshold the Officer must use one of the following procurement procedures as permitted by Public Contract Regulations 2015.

14. Open Procedure

- 14.1 In the open procedure, any interested supplier may submit a tender in response to a contract notice. An open procedure may be used for contracts below and above the EU procurement threshold
- 14.2 Where the procurement regulations apply the minimum time limit for the receipt of tenders is 35 days from the date on which the contract notice is sent. This can be shortened to 30 days where tenders may be submitted by electronic means i.e. via YORtender.
- 14.3 The invitation to tender shall be accompanied by information regarding the evaluation criteria to be used by the Authority.
- 14.4 Where the Authority has published a prior information notice (PIN) which was not itself used as a means of calling for competition, the minimum time limit for the receipt of tenders, subject to specific conditions being met, may be shortened further. Advice should be sought from the Programme and Performance Unit to ensure that conditions of the Public Contract Regulations are fulfilled.

15. Restricted Procedure

- 15.1 The restricted procedure is a two-stage process where any supplier may apply to participate in the tender competition by providing the selection information that is requested by the Authority. Following assessment of the information provided, only those suppliers invited to do so may submit a tender.
- 15.2 The time limit for receipt of selection information is 30 days from publication of the contract notice.
- 15.3 The time limit for receipt of invited tenders is 30 days from the date of the invitation to tender and this can be shortened to 25 days where tenders may be submitted by electronic means i.e. via YORtender.
- 15.4 Where the Authority has published a prior information notice (PIN) which was not itself used as a means of calling for competition, the minimum time limit for the receipt of tenders, subject to specific conditions being met, may be shortened further. Advice should be sought from the Programme and Performance Unit to ensure that conditions of the Public Contract Regulations are fulfilled.

16. Other Procurement Procedures

- 16.1 In most cases the Open or Restricted Procedures will be the preferred option for the Authority. In exceptional circumstances where they are not thought to be suitable then the Authority may opt to utilise another procurement procedure i.e. the Competitive Procedure with Negotiation, Competitive Dialogue, Innovative Partnerships and the use of the Negotiated Procedure Without Prior publication.
- 16.2 Before commencing any of these procurement procedures the Officer must obtain the approval of the Assistant Director (Procurement).
- 16.3 The Officer shall prepare a report in the format set out in Appendix 2 explaining the reasons why use of another procurement procedure is the recommended course of action. The

report must be submitted to the Officer described above (16.2) for consideration and approval or rejection.

- 16.4 Where approval is granted it will in all cases be on the condition that the process is supported by a suitably qualified procurement professional. Advice should be sought from the Programme and Performance Unit.

17. Invitation to Tender

- 17.1 The invitation to tender shall include details of the Authority's requirements for the contract including:

- 17.1.1 a description of the services, supplies or works being procured;
- 17.1.2 the procurement timetable including the tender return date and time, which shall allow a reasonable period for the applicants to prepare their tenders;
- 17.1.3 a specification and instructions on whether any variants are permissible;
- 17.1.4 the Authority's terms and conditions of contract, form of contract and bond;
- 17.1.5 the evaluation award criteria and sub-criteria including any weightings;
- 17.1.6 pricing mechanism and instructions for completion;
- 17.1.7 whether the Authority is of the view that TUPE may apply;
- 17.1.8 form and content of method statements to be provided;
- 17.1.9 rules for submitting tenders;
- 17.1.10 any further information which will inform or assist tenderers in preparing tenders.

18. Publicity and Advertising

- 18.1 The Authority has legal obligations to ensure that contract opportunities and details of subsequent contract awards are suitably advertised and that procurement activity is conducted in an open, fair and transparent manner.
- 18.2 In all cases and regardless of value, Officers must consider if the procurement might be of cross border interest to economic operators in other member states of the EU. A written record must be kept of this consideration and the conclusion reached. If it is considered that there may be cross border interest a suitably accessible advert must be published, for the purposes of these CPRs this shall be an OJEU advert, in addition to the requirements of 18.3 and 18.4 below.
- 18.3 Below EU Thresholds:
- 18.3.1 Where the invitation to tender is restricted to a number of suppliers the tender should be published on YORtender.
 - 18.3.2 Where openly advertised all invitations to tender valued at £25,000 or more must be advertised on YORtender and on Contracts Finder no later than 24 hours after publication on YORtender.
 - 18.3.3 Award details must be published on the Contract Register and on Contracts Finder no later than 90 days after the contract is awarded.
- 18.4 Above EU Thresholds:

- 18.4.1 All contract notices must be sent to the EU Publications Office to be advertised in the OJEU.
- 18.4.2 When the Authority becomes entitled to publish the notice at National Level, the contract notice must be published on YORtender and Contracts Finder within 24 hours.
- 18.4.3 Award notices must be sent for publication on the OJEU no later than 30 days after the award.
- 18.4.4 Award notices must also be published on YORtender and Contracts Finder when permitted to publish at National Level and no later than 90 days after the contract is awarded.
- 18.5 YORtender and Contracts Finder notices must not contain more information than that provided in the OJEU notices.
- 18.6 Procurements through framework agreements need not be advertised unless a mini competition is required in which case advertising will be in accordance with the requirements of the framework agreement. Where the mini competition is managed outside of YORtender the subsequent contract award must be added to the Contract Register and, if above £25,000 on Contracts Finder.
- 18.7 Detail of contract awards with a value in excess of £5,000 must be added to the Contract Register.

19. Pre-Tender Submission Clarification

- 19.1 Where either the Authority or a tenderer seeks to clarify any aspects of the tender documentation, adequate time must be allowed for both the clarification question and the response.
- 19.2 Clarification questions and responses must be in writing and recorded in a log.
- 19.3 In above EU Threshold tenders a minimum of 6 days must be allowed between the last clarification response and the tender submission deadline, if this is not possible the tender return deadline should be extended. To avoid malicious clarifications being raised with the intention of extending the tender period the Officer should state in the tender documents the latest date that tenderers may raise clarification questions.
- 19.4 Unless the clarification is of a confidential nature both the question (anonymised) and the response must be issued to all tenderers.

20. Tender Invitation and Receipt

- 20.1 Tenders shall be opened by the Programmes and Performance Unit in the presence (if required) of at least one other officer. An immediate record shall be made of the Tenders received including names, addresses, value and the date and time of opening.
- 20.2 Where the contract value exceeds £5k the tender or quotation documents must be issued and received electronically, including (where possible) mini competitions under external frameworks. The Officer may choose to use YORtender for this purpose.

- 20.3 Where the contract value exceeds £25k the tender or quotation documents must be made available electronically via YORtender, the tender and quotation submissions must also be received electronically via YORtender, including (where possible) mini competitions under external frameworks.
- 20.4 Only in exceptional circumstances, such as large construction contracts where there are a large amount of drawings, physical models are required, or where a tenderer doesn't have the capacity to tender electronically such as in small community contracts, should hard copy submissions be permitted.

21. Hard Copy Submissions

- 21.1 In exceptional circumstances where hard copy submissions are permitted, they must be addressed to the Finance Director in a sealed envelope endorsed with the word "Tender" followed by the subject matter to which it relates. No marks shall be included upon the envelope that identifies the bidder prior to the opening of the envelope. Tenders shall be kept in a safe place and remain unopened until the time and date specified for their opening.
- 21.2 Hard copy tenders shall be opened in accordance with CPR 20.1.
- 21.3 Where above EU Threshold hard copy tenders are permitted, they must be managed in accordance with regulation 22 of the Public Contract Regulations.
- 21.4 Where hard copy submissions are requested the Officer must indicate in the Procurement Report the reasons for that requirement.

22. Managing Late Tender Submissions

- 22.1 YORtender does not allow tenders to be submitted after the deadline.
- 22.2 Late bids may only be accepted with the approval of the Monitoring Officer where the bidder has gained no advantage as a result of the late submission and for reasons where the late submission is through no fault of the bidder, for example where there is evidence that YORtender was unavailable.
- 22.3 Any hard copy submissions received after the specified time shall be disqualified. Any such tender should be returned promptly to the bidder who should be notified accordingly. The tender envelope may be opened to ascertain the name and address of the bidder concerned.

23. Managing Errors and Ambiguities

- 23.1 Tender Documents must state how errors in tenders will be dealt with. Whichever process is followed it must be transparent and fair to all tenderers.
- 23.2 Where a tenderer has made a material and genuine error, they may, with the approval of the Monitoring Officer, be given an opportunity to correct that error prior to tender evaluation. If correction is permitted the tenderer must submit the required information within a strict time limit. Failure to meet the time limit will result in the tenderer being given the choice to stand by the bid as submitted or withdraw their tender.

- 23.3 Where information or documentation submitted appears to be incomplete or erroneous, or where specific documents are missing, the Authority may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within a strict time limit provided that such requests are made in full compliance with the principles of equal treatment and transparency. Failure to meet the time limit will result in the tenderer being given the choice to stand by the bid as submitted or withdraw their tender.
- 23.4 Other errors in tender submissions should be dealt with either by asking the tenderer to confirm that they will honour their tender submission despite their error or if not withdraw the tender from the procurement process.
- 23.5 If a bidder agrees to stand by an error which jeopardises its ability to perform the contract to the standard required, or may result in legal dispute, then the Authority should consider whether this renders the bid to be unacceptable.

24. Abnormally Low Tenders

- 24.1 Where a tender appears to be abnormally low the Officer should request that the tenderer explains the tendered price in writing and considers the evidence provided. Should a satisfactory explanation not be provided the bid should be rejected following consultation with the Monitoring Officer.

25. Post Tender Clarification and Negotiation

- 25.1 Where an aspect of a submitted tender is genuinely unclear the Officer may request that the tenderer provides clarification of that matter. The response must only clarify the relevant part of the original tender and not contain any new information. Anything that is submitted and goes above and beyond clarification must be disregarded in the evaluation.
- 25.2 All clarifications and responses must be in writing and recorded in a log. It is important that clarifications are not used as a means to negotiate and advice should be sought if there is any doubt whether something is clarification or negotiation.
- 25.3 Where the Public Contract Regulations apply post tender negotiation is only permitted whilst using the competitive procedure with negotiation. Post tender negotiations are not permitted in open and restricted procedures.
- 25.4 In sub-threshold procurements where the Public Contract Regulations do not apply and it is considered that post tender negotiations are in the Authority's interests and may achieve added value then post tender negotiations may, subject to 25.5 exceptionally be appropriate where authorised by the Assistant Director (Procurement).
- 25.5 Post tender negotiations must only take place where they do not distort competition or disadvantage any bidder. The process should be transparent and non-discriminatory and ensure bidders are treated equally. Post tender negotiations with any tenderers must be in accordance with the following conditions:
- Post tender negotiation should only take place if the tender documents state that it may take place.
 - Conducted by a team of suitably experienced Officers.

- Written records of the negotiations are kept and a clear written record of the added value obtained is incorporated into the contract.

26. Evaluating Tenders

- 26.1 The tender evaluation criteria including sub-criteria and all weightings shall be pre-determined and published in the invitation to tender (ITT). The pre-determined criteria shall be strictly observed at all times throughout the evaluation process by any Officer involved in the tender evaluation. The tenders must be evaluated in accordance with the relevant Public Contract Regulations and the evaluation criteria as set out in the ITT. Except where lowest price was pre-determined to be the appropriate criteria, the contract shall be awarded to the offer that represents most economically advantageous offer to the Authority.
- 26.2 Detailed records must be kept of the evaluation process and the individual or consensus scores allocated, including the reasons why each score was given. Records should be saved electronically (PDF format) and stored in accordance with the Authority's Records Retention Policy.
- 26.3 The evaluation team must have appropriate separation of duties; the quality evaluation team must not be involved in the evaluation of price or be privy to the tendered prices and vice versa.

27. Debriefing and Feedback

- 27.1 Feedback is not required for quotations of £5k - £25k.
- 27.2 Once a decision to award a contract at £25k and above is made all tenderers must be notified at the same time, as soon as possible, in writing, of the intention to award the contract to the successful bidder, giving reasons for the decision.
- 27.3 The Officer will provide the evaluation results (tenderers score and winning tenderers score) to unsuccessful tenderers and will offer to provide further written feedback.
- 27.4 Where unsuccessful tenderers request a further debrief this should be provided to them in writing.
- 27.5 A contract subject to the Public Contracts Regulations can only be awarded following a communication to all unsuccessful tenderers and a mandatory 10-day standstill period. Failure to comply can result in a challenge and the contract being set aside.
- 27.6 Where the procurement was conducted under a framework agreement Officers should comply with CPR 27.5 above on a voluntary basis in order to avoid the risk of the contract being declared ineffective.
- 27.7 If an unsuccessful bidder challenges the decision to award the contract and the contract has not already been awarded then the award process must be postponed, the Assistant Director (Procurement) and the Monitoring Officer must be informed and legal advice obtained.

28. Awarding Contracts

- 28.1 A contract may only be awarded in accordance with the delegations set out in CPR 4.

- 28.2 Contracts executed as a deed shall be under seal unless otherwise authorised by the Monitoring Officer.
- 28.3 Contracts may be signed by the Monitoring Officer or an Officer authorised by the Monitoring Officer.
- 28.4 Electronic signatures may be used in accordance with the Electronic Signature Regulations 2002.
- 28.5 Every contract must be in writing and must be concluded (executed by all parties) prior to the commencement of any works, services or any supply. Exceptionally, and only for certain categories of procurement such as construction, a letter of intent may be utilised to enable forward planning and mobilisation activities. Proceeding under a letter of intent can give rise to risks and suitable legal advice should always be sought before utilising a letter of intent.
- 28.6 When a contract is awarded the Officer must ensure that the award is published in accordance with CPR 18.
- 28.7 Where the nature of the contract meets the criteria of a Key Decision, the decision to award the contract must be published on the forward plan, at least 28 days in advance of the decision being made. Officers should allow sufficient time in the procurement plan to accommodate this process.
- 28.8 Where directed Officers shall submit a report regarding the award of any procurement to the earliest available meeting of the appropriate Board or Committee.
- 28.9 The Officer should check whether the successful tenderer is an existing supplier or requires to be added to the finance system as a new creditor.
- 28.10 A purchase Order should be raised and issued with the signed contract.

29. Records and Retention

- 29.1 The Authorised Officer with delegated authority in respect of a particular procurement shall maintain a list of all tenders received.
- 29.2 A Contracts Register of all contracts awarded above £5,000 shall be maintained and made publicly available by the Assistant Director (Procurement) on behalf of the Authority. The Contracts Register may be maintained electronically on YORtender.
- 29.3 For every individual contract a file shall be maintained for a period of 6 years. The file may be held electronically.

30. Contract Management

- 30.1 All contracts must have appropriate and proportionate contract management procedures and practises in place. Officers should consider whether the use of Key Performance Indicators and/or liquidated damages would be appropriate and if so, they should be incorporated into the contract in a proportionate manner.

31. Contract Variation

- 31.1 Approval to implement a contract variation must be requested by providing a business case in Appendix 3 Request to implement a CPR.

- 31.2 The value of the variation shall be calculated in accordance with Public Contract Regulations 2015 (irrespective of whether the Regulations apply), including whole life costs for the duration of the variation and/or continuing costs and any unrecoverable VAT.
- 31.3 A variation must not materially affect or change the scope of the original contract. Such a variation could constitute a new award/contract. Where a proposed variation exceeds 10% of the original contract value (goods and services) or 15% of the original contract value (works), the Public Contract Regulations must be followed where applicable and suitable legal advice obtained.
- 31.4 All Contract variations must be in writing, signed by both parties and the contract register should be updated accordingly.
- 31.5 If the variation meets the criteria of a Key Decision, the decision to authorise the variation must be published on the forward plan, at least 28 days in advance of the decision being made.

32. Contract Novation

- 32.1 Approval to implement a contract novation must be requested by completion of a business case in Appendix 3 Request to implement a CPR.
- 32.2 Novation involves an agreement to change a contract by substituting the original contractor with another. Where the Authority is approached regarding novation the Officer should seek advice as follows:
- 32.3 For services or supplies contracts under the procurement threshold or works contracts under £250,000 the Monitoring Officer should be consulted for advice.
- 32.4 For services or supplies contracts valued above the procurement threshold or works contract valued above £250,000 suitable legal advice must be sought.

33. Contract Extension

- 33.1 Approval to implement a contract extension must be requested by completion of a business case in Appendix 3 Request to implement a CPR, to be approved by the Monitoring Officer and the Finance Director.
- 33.2 Contracts should not be extended unless the extension will achieve value for money.
- 33.3 Where the contact value exceeds the EU procurement threshold contract extensions are only permitted if there is provision in the contract to do so and the contract has not already expired. Once a Contract has expired it cannot be extended.
- 33.4 Below EU Threshold contracts may be extended by negotiation.
- 33.5 Where a contract is extended the contracts register should be updated accordingly.
- 33.6 Where the decision to extend a contract incurs expenditure that exceeds the threshold of a Key Decision, it is not necessary to treat that decision as a Key Decision, providing the option to extend the contract was included in the decision to award the contract.

34. Contract Termination

- 34.1 Approval to implement a contract termination must be requested by completion of a business case in Appendix 3 Request to implement a CPR.
- 34.2 Either party to the contract may terminate a contract early, by agreement, in accordance with the termination provisions set out in the contract. Any termination by the Authority must be agreed by the Monitoring Officer and authorised as directed by the Monitoring Officer.
- 34.3 Where termination is initiated by the contractor, or is planned to be initiated by the Authority, under circumstances that are not by mutual agreement, legal advice must be obtained.

35. Contract Review and Exit

- 35.1 At least twelve months prior to the expiry of the contract the Officer should have an exit plan in place. The exit plan should contain, as a minimum, provision for the handover of any assets or data, a strategy for post exit arrangements and if necessary, plans for re-procurement, including allowance of time for any required approval processes.

36. Joint Procurement

- 36.1 Any joint procurement arrangements with other authorities or public bodies including membership or use of purchasing consortia for procurements above £250,000 shall be approved by the Monitoring Officer prior to seeking any other required approval. Approval shall only be given where the joint procurement arrangement assures compliance with the Public Contract Regulations. This Procedure Rule does not apply to utilising existing framework agreements.
- 36.2 The Authorising Officer must be satisfied that any joint procurement shall be undertaken in accordance with the principles of these CPRs.
- 36.3 Approval to embark on a joint procurement exercise must be requested by completion of a business case in Appendix 3 Request to implement a CPR.

37. Procurement by Consultants

- 37.1 Any Consultants used by the Authority shall be appointed in accordance with these Contract Procedure Rules. Where the Authority uses Consultants to act on its behalf in relation to any procurement, then the Authorised Officer shall ensure that the Consultants carry out any procurement in accordance with these CPRs, or using an equivalent market appropriate, open and transparent process that is compliant, where applicable with the Public Contract Regulations 2015. Consultants shall only be permitted to make recommendations on whether to award a contract or who a contract should be awarded to.

38. Purchasing Cards

- 38.1 Purchasing cards shall be used in accordance with these procedure rules.

39. Review and Amendment of Contract Procedure Rules

- 39.1 These Contract Procedure Rules shall be reviewed and updated on a regular basis as determined by the Authority. Changes to titles, statutory thresholds and minor amendments will be undertaken in consultation with the Monitoring Officer from time to time. Amended Contract Procedure Rules shall be agreed periodically as determined by the Monitoring Officer and adopted by the Authority.

40. Waivers of Contract Procedure Rules

- 40.1 While the Authority may choose to waive certain requirements within these Contract Procedure Rules it is important to note that the requirements of Public Contract Regulations 2015 cannot be waived under any circumstances.
- 40.2 Waivers must be obtained in advance of the procurement action, cannot be issued retrospectively and should not be requested due to a lack of planning.
- 40.3 Circumstances where a Waiver to the requirement for competition may be justified include for example, the procurement of goods, services or works, where evidence can be provided that they are obtainable only from one supplier, where no equivalent or reasonably satisfactory alternative is available and no genuine competition can be obtained;
- 40.4 In order to waive a Contract Procedure Rule the Officer must complete the waiver form attached to these CPRs at Appendix 4.
- 40.5 Waivers up to £50,000 may be authorised by the Assistant Director (Procurement) or, if the position is vacant or the Assistant Director (Procurement) is for any reason unable to act, the Director of Finance or his / her delegate:
- 40.6 Waivers up to £100,000 may be authorised by the Director of Finance or, if the position is vacant or the Director of Finance is for any reason unable to act, the Monitoring Officer:
- 40.7 Waivers in excess of £100,000 must be referred to the Authority.
- 40.8 Where it is necessary to waive CPRs because of an unforeseeable emergency involving immediate risk to persons or property, serious disruption to the Authority, or other significant situation that requires urgent action, the waiver may be approved verbally without completion of a waiver form up to a maximum of £100,000. The Officer must prepare a report describing the situation and actions taken for submission to the next appropriate Board meeting.
- 40.9 Waivers are granted for a specific period of time and cannot be extended. If waivers are not actioned on time a new waiver must be requested.
- 40.10 All applications to waive Contract Procedure Rules and a record of the decision to approve or reject the application must be recorded on the Authority's CPR Waiver Log.
- 40.11 Where the waiver results in a contract valued in excess of £5,000 detail of the waiver should be recorded on the Contract Register.
- 40.12 Where any Contract Procedure Rule indicates that an Officer "must" follow a certain course of action that CPR cannot be waived under any circumstances. All other Contract Procedure Rules must be complied with unless otherwise authorised via the waiver process.

41. Nominated Sub Contractors

41.1 If a sub-Contractor or sub-Consultant is to be nominated or named to a main Contractor, they must be procured in accordance with these Contracts Procedure Rules and under terms that are compatible with the main contract. The procurement documents should require that the nominated Contractor or Consultant must also be willing to enter into:

41.1.1 a contract with the main contractor on terms which indemnify the main contractor against the main contractor's own obligations under the main contract in relation to the work or goods or materials included in the sub-contract;

Or

41.1.2 an agreement to indemnify the Authority in such terms as may be prescribed.

42. Managing Supplier Risk

42.1 Officers must consider any steps necessary to protect the Authority's interests in the event of contractor default. Officers should assess whether additional security is required in the form of a bond, guarantee and retention or, where performance is required by a particular date and where delay would have financial consequences for the Authority, provision for liquidated damages. This consideration should be based on risk to the Authority taking account of the circumstances, including:

42.1.1 value of the Contract

42.1.2 impact on the business operations

42.1.3 type of Goods, Services or Works being procured

42.1.4 payment profile of the Contract

42.1.5 financial strength of the suppliers in the market

42.1.6 affordability and proportionality.

43. External Grant Funded Procurements

43.1 The purchase of goods, works and services in grant funded projects are subject to rigorous audits to confirm that processes have complied with Public Procurement Law and the conditions of the grant in which the funding was given.

43.2 Examples of grant funding are the European Structural and Investment Fund (ESIF) which includes European Regional Development Fund (ERDF) and European Social Fund (ESF).

43.3 Failures by grant recipients to comply with Public Procurement Law, Treaty Principles and the conditions of the grant can lead to the claw back of funding. Depending upon the characteristics of the breach, this could be up to 100% of the grant.

43.4 There are separate penalties for breaches of Public Procurement Law.

- 43.5 Funding should only be sought to fund a procurement where the Authority is satisfied that it has fully considered and planned how it will be able to demonstrate compliance with Public Procurement Law, Treaty Principles and the terms and conditions of the grant.
- 43.6 Information on procurement rules for ESIF funded projects is given at:
<https://www.gov.uk/government/publications/european-structural-and-investment-funds-procurement-documents>

Definitions

“Assistant Director (Procurement)”	The relevant Assistant Director, or equivalent Head of Service with responsibility for Authority’s procurement function.
“Authorised Officer”	A person with appropriate delegated authority to act on the Authority’s behalf.
“Authority”	Sheffield City Region Combined Mayoral Authority; or any designated Board of the Authority that has delegated powers to act on behalf of the Authority.
“Conflict of Interest Declaration”	Appendix 5 to these Contract Procedure Rules.
“Consultant”	Provider of professional services, expertise, expert analysis or advice to facilitate decision making; undertake a specific one-off task or set of tasks; or perform a task involving skills or perspectives not available within the Authority.
“Contract”	Means an agreement between the Authority and any Contractor or supplier made by formal agreement or by issue of a letter of acceptance or official order for goods, works or services.
“Contract Extension”	An extension to the duration of the contract for a specified period, not including any alteration to the terms and conditions or any significant alteration to the scope of the contract. A contract cannot be extended if it has expired.
“Contract Renewal”	A renewal of a contract that has expired and the parties agree to enter into a new contract for the same goods, services or works.
“Contract Variation”	Any amendment, supplement or modification to the Contract.
“Contractor”	Any person or body of persons providing, or seeking to provide, supplies, services or works to the Authority. May be used interchangeably with supplier.
“Contracts Finder”	The web-based procurement portal provided by or on behalf of the UK Government Cabinet Office.
“Contracts Register”	A public register held and maintained by the Authority containing details of contracts valued at £5,000 or more.
“EU Threshold”	The thresholds described at CPR 13.3.
“Forward Plan”	A list of Key Decisions submitted to the Scrutiny Committee.

“Framework Agreement”	An agreement which allows an Authority to appoint a supplier to provide supplies, services or works in accordance with the terms of the agreement. The Framework Agreement itself usually constitutes a nonbinding offer with no obligations on the Authority to call off from the supplier. If the Authority calls off from the supplier a binding contract comes into being.
“Key Decision”	A decision that is likely to result in expending, or saving in excess of £250,000, or have significant effects on persons living or working in an area, comprising two or more wards or electoral divisions.
“Key Performance Indicators”	A quantifiable measure used to evaluate the success of an organisation in meeting performance objectives.
“Light Touch Services”	Public contracts for social and other specific services as set out in Chapter 3, Section 7 of the Public Contract Regulations 2015.
“Monitoring Officer”	The Monitoring Officer performing the functions of the “Monitoring Officer” as described under section 5 of the Local Government and Housing Act 1989.
“National Level”	Publication may take place at national level when the Authority is notified that the OJEU notice has been published, or if not notified, 48 hours after confirmation that the notice has been received by the EU Publications Office.
“OJEU”	Official Journal of the European Union.
“Procurement Expert”	The designated Officer of the Authority’s procurement department.
“Procurement Report”	Appendix 1 to these Contract Procedure Rules.
“Treaty Principals”	The Treaty on the Functioning of the European Union applies to all procurement activity regardless of value, including contracts below the thresholds at which advertising in the Official Journal of the European Union is required and including contracts which are exempt from application of the EU Procurement Directives. These EU Treaty Principles apply to all procurements with a “cross-border interest”, whether or not the full procurement regime (and, therefore, the Regulations) applies.
“YORtender”	The procurement portal for the Yorkshire & Humber Region. Suppliers can register their capabilities and interest in opportunities, receive email alerts and gain immediate access to current opportunities.

Appendix 1 Procurement Report

(Contracts valued £25k or more)



11 Broad Street West, Sheffield, S1 2BQ

Authors should send this form to procurement@sheffieldcityregion.org.uk

Section A: Report by		
1.	Report Author	
2.	Contact Telephone Number	
3.	Team	
4.	Department	
5.	Date	
6.	Responsible Officer (<i>A.D. or above</i>)	
7.	Signature of Responsible Officer	
Section B: Pre-procurement Requirements.		
Request to commence a procurement exercise following due consideration of the points below.		
8.	Subject-matter and purpose of the contract, framework agreement or DPS to be procured.	
9.	Proposed procurement procedure (<i>If not Open or Restricted please also complete Appendix 2</i>)	
10.	Contract value including whole life costs, extension periods and unrecoverable VAT.	
11.	Consideration of interest to economic operators in other member states of the EU and proposed action.	
12.	Possibility of in-house provision excluded.	
13.	Detail of equality screening / impact assessment and proposed action.	
14.	Consideration of social value and proposed action.	
15.	Data protection screening / impact assessment and proposed action	
16.	Advice taken (<i>legal, financial, insurance, procurement, health and safety, risk management, data protection and assurance</i>).	
17.	Consultation with key stakeholders including Members (where appropriate) and Trade Unions (where TUPE might apply).	
18.	Consideration of dividing the contract into lots. If not possible the reasons why.	
19.	Advice taken to properly categorised the contract as goods, services, works or 'Light Touch' services.	
20.	Identified risks and proposed actions to manage them. (<i>political, economic, social and demographic, technological, legal, environmental, contractual and financial</i>).	
21.	Confirmation that the expenditure is contained within an approved budget.	

22.	Proposed Quality / Price Weighting	
23.	Confirmation that there is no known Conflict of Interest of relevant Officers in relation to the procurement	

Section C: Approval to commence the procurement (to be completed by Authorised Officer)		
Procurement Expert Comments	Based on the information detailed above, it is recommended that the request as proposed in this report is approved/rejected (delete as appropriate).	
Signed		Date
Decision Director or A.D for the business area.	Based on the information detailed above, the request to commence the procurement is approved/rejected (delete as appropriate).	
Signed		Date

Section D: Recommended course of action following the completion of a procurement exercise.		
Note: in addition to meeting internal reporting requirements, where the value of the contract exceeds the EU Threshold, completion of section D will ensure compliance with Regulation 84 of the Public Contract Regulations.		
24.	Subject-matter of the contract, framework agreement or DPS	
25.	Value of the contract, framework or DPS	
26.	Names of successful candidates at selection stage and the reasons for their selection	
27.	Names of unsuccessful candidates at selection stage and the reasons for their rejection	
28.	Reasons for the rejection of any tenders found to be abnormally low	
29.	Justification for use of competition with negotiation process or competitive dialogue process	
30.	Justification for use of negotiated procedure without prior publication of a notice	
31.	Reasons why it was decided not to award the contract/framework agreement	
32.	Reasons why non-electronic means was used for submission of tenders	
33.	Conflicts of interest detected and subsequent measures taken	
34.	If applicable the reasons for the decision not to subdivide the contract into lots	
35.	Name(s) of successful tenderer(s)	
36.	Reasons for selection of successful tenderer(s)	
37.	Name(s) of the main contractor's subcontractors (if any)	
38.	Share of the contract/framework agreement that the successful tenderer intends to sub-contract	

Section E: Approval to award a contract / framework (to be completed by Authorised Officer)	
Decision In accordance with CPR 4	Based on the information detailed above, the award of the contract / framework is approved/rejected (delete as appropriate).

Signed		Date	
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Appendix 2 Request to use a Procurement Procedure (other than open or restricted).

Authors should refer to CPR 16 before completing the form below and sending to procurement@sheffieldcityregion.org.uk

Section A: Report By:		
1.	Report Author	
2.	Contact Telephone Number	
3.	Team	
4.	Department	
5.	Responsible Officer (<i>A.D. or above</i>)	
6.	Signature of Responsible Officer	
7.	Date	
By signing this report, I confirm that I have read and understand the requirements of CPR 16.		

Section B: Background		
8.	Title of Procurement	
9.	Request to use the following procurement procedure	Please tick <input checked="" type="checkbox"/>
10.	Competitive procedure with negotiation	<input checked="" type="checkbox"/>
11.	Competitive dialogue	<input checked="" type="checkbox"/>
12.	Innovation partnership	<input checked="" type="checkbox"/>
13.	Use of the negotiated procedure without prior publication	<input checked="" type="checkbox"/>
14.	Contract Value (<i>exc. Recoverable VAT</i>)	
15.	Contract Dates	
16.	Name of Supplier(s) (<i>if applicable</i>)	

Section C: Report	
17.	Reason for request and recommended course of action
<i>[Sufficient information must be included to enable the Authorised Officer to make a decision e.g. justification for using the procedure), explanation of how value for money is being achieved including any savings secured by this approach. Any social, economic or environmental advantages from this course of action]</i>	
18.	Consequences of proposed request not being approved

Section D: Comments and recommendation (Procurement Expert to complete this Section)		
19.	Date Received	
20.	Legal / Head of IT Comments	
21.	Procurement Expert Comments	Based on the information / reasons detailed above, it is recommended that the request as proposed in this report is approved/rejected (delete as appropriate).
	Signed	
	Date	
	Any Conditions	

Section E: Decision (to be completed by Authorised Officer)		
Decision Assistant Director (Procurement)	Based on the information / reasons detailed above, the request as proposed in this report is approved/rejected (delete as appropriate).	
Signed		Date

Appendix 3 Request to Vary/amend/extend etc Contract under CPR31-36

Authors should refer to the relevant CPR before completing the form below and sending to procurement@sheffieldcityregion.org.uk

Section A: Report By:	
1.	Report Author
2.	Contact Telephone Number
3.	Team
4.	Department
5.	Responsible Officer (<i>A.D. or above</i>)
6.	Signature of Responsible Officer
7.	Date
By signing this report, I confirm that I have read and understand the requirements of the relevant CPR.	

Section B: Proposal to implement one of the following procedures	
8.	Title of Procurement
9.	Request to use the following procurement procedure Please tick <input checked="" type="checkbox"/>
10.	CPR 3.4 – Additional works, supplies or services - that are required due to unforeseen circumstances, which are either strictly necessary for the completion of the contract, or for technical or economic reasons cannot be carried out separately without great detriment to the Authority. <input checked="" type="checkbox"/>
11.	CPR 31 - Contract Variation <input checked="" type="checkbox"/>
12.	CPR 32 - Contract Novation <input checked="" type="checkbox"/>
13.	CPR 33 - Contract Extension <input checked="" type="checkbox"/>
14.	CPR 34 - Contract Termination <input checked="" type="checkbox"/>
15.	CPR 36 - Joint Procurement Exercise <input checked="" type="checkbox"/>
16.	Value (<i>exc. Recoverable VAT</i>)
17.	Contract Dates
18.	Name of Supplier(s) (<i>if applicable</i>)
19.	YORtender Reference Number (<i>if applicable</i>)

Section C: Report	
20.	Reason for request and recommended course of action
<i>[Sufficient information must be included to enable the Authorised Officer to make a decision e.g. justification for using the procedure), explanation of how value for money is being achieved including any savings secured by this approach. Any social, economic or environmental advantages from this course of action]</i>	
21.	Consequences of proposed request not being approved

Section D: Comments and recommendation (Procurement Expert to complete this Section)		
22.	Date Received	
23.	Legal / Head of IT Comments	
24.	PPU Comments	
25.	Assistant Director (Procurement)	Based on the information / reasons detailed above, it is recommended that the request as proposed in this report is approved/rejected (delete as appropriate).
26.	Signed	
	Date	
	Any Conditions	

Section E: Decision (to be completed by Authorised Officer)			
Note: where approval constitutes a Key Decision this must be published on the forward plan			
Decision (Finance Director / Monitoring Officer / Head of Paid Service / Chief Executive)		Based on the information / reasons detailed above, the proposal described in this report is approved/rejected (delete as appropriate).	
Signed		Date	

Appendix 4a Waiver Request Form

Contracts less than £50,000



Guidance Notes

Authors should refer to CPR 40 before completing the form below and sending to procurement@sheffieldcityregion.org.uk

Section A: Report By:		
1.	Report Author	
2.	Contact Telephone Number	
3.	Team	
4.	Department	
5.	Responsible Officer (<i>A.D. or above</i>)	
6.	Signature of Responsible Officer	
7.	Date	
By signing this Waiver, I confirm that I have read and understand the requirements of CPR 40.		

Section B: Background – Request to waive Contract Procedure Rule(s):		
8.	Title of Procurement	
9.	CPR(s) to be waived	
10.	Contract Value (<i>exc. Recoverable VAT</i>)	
11.	Contract Dates	
12.	Propose waiver end date	
13.	Name of Supplier(s)	

Section C: Report	
14.	Reason for request and recommended course of action
<p><i>[Sufficient information must be included to enable the Authorised Officer to make a decision e.g. justification for using the supplier including details of previous contracts (dates, value, scope, procurement process used), explanation of how value for money is being achieved including any savings secured by this approach. Any social, economic or environmental advantages from this course of action]</i></p>	
15.	Consequences of proposed waiver not being approved
16.	Repeat Waiver: <i>If applicable provide details of previous waiver and reason why previous waiver has not been actioned.</i>

Section D: Comments and recommendation (Procurement Expert to complete this Section)		
17.	Date Received	
18.	Legal / Head of IT Comments	
19.	Procurement Expert Recommendation	
	Signed	
	Date	
	Any Conditions	

Section E: Decision (to be completed by Authorised Officer)			
Decision (Assistant Director (Procurement))	Based on the information / reasons detailed above, the request to waive the Contract Procedure Rule(s) as proposed in this report is approved/rejected (delete as appropriate).		
Signed		Date	

Appendix 4b Waiver Request Form

Contracts greater than £50,000



Guidance Notes

Authors should refer to CPR 40 before completing the form below and sending to procurement@sheffieldcityregion.org.uk

Section A: Report By:		
1.	Report Author	
2.	Contact Telephone Number	
3.	Team	
4.	Department	
5.	Responsible Officer (<i>A.D. or above</i>)	
6.	Signature of Responsible Officer	
7.	Date	
By signing this Waiver, I confirm that I have read and understand the requirements of CPR 40.		

Section B: Background – Request to waive Contract Procedure Rule(s):		
8.	Title of Procurement	
9.	CPR(s) to be waived	
10.	Contract Value (<i>exc. Recoverable VAT</i>)	
11.	Contract Dates	
12.	Propose waiver end date	
13.	Name of Supplier(s)	

Section C: Report	
14.	Reason for request and recommended course of action
<p><i>[Sufficient information must be included to enable the Authorised Officer to make a decision e.g. justification for using the supplier including details of previous contracts (dates, value, scope, procurement process used), explanation of how value for money is being achieved including any savings secured by this approach. Any social, economic or environmental advantages from this course of action]</i></p>	
15.	Consequences of proposed waiver not being approved
16.	Repeat Waiver: <i>If applicable provide details of previous waiver and reason why previous waiver has not been actioned.</i>

Section D: Comments and recommendation (Procurement Expert to complete this Section)		
17.	Date Received	
18.	Legal / Head of IT Comments	
19.	Procurement Expert Comments	
20.	Assistant Director (Procurement)	Based on the information / reasons detailed above, it is recommended that the request to waive the Contract Procedure Rule(s) as proposed in this report is approved/rejected (delete as appropriate).
	Signed	
	Date	
	Any Conditions	

Section E: Decision (to be completed by Authorised Officer)			
In accordance with CPR 40	Based on the information / reasons detailed above, the request to waive the Contract Procedure Rule(s) as proposed in this report is approved/rejected (delete as appropriate).		
Signed		Date	

Appendix 5 Conflict of Interest Declaration (Contracts valued 5,000 or more)



11 Broad Street West, Sheffield, S1 2BQ

Guidance Notes: A copy of this form must be completed and returned to procurement@sheffieldcityregion.org.uk for all Officers forming part of tender evaluation panel prior to any contracts being awarded.

Section A: Background	
Title of Procurement	
Procurement method	
Procurement Value	
Number of Supplier submissions	
Preferred Supplier	

Section B: Supplier Details		
	Name	Details
1		
2		
3		
4		
5		

Section C: Conflicts of Interest	
Is there anything that should stop you evaluating these tenders?	Yes/ No
Are any of your family directly employed by or a Director of any of the firms applying?	Yes/ No
Have you or any family member had any previous associations with any of the companies that should be declared	Yes/ No
If you answered Yes to any of the questions above please provide further detail below	

Section D: Declaration

Based on the above information I confirm that in relation to this procurement or the prospective suppliers:

- [I do not have a conflict of interest and proceeded as an evaluator]
- [I declared a potential conflict of interest and received Monitoring Officer confirmation I could proceed as an evaluator]
- [I declared a potential conflict of interest and was removed as an evaluator at the Monitoring Officer's request]
- [I declared conflict of interest and did not proceed as an evaluator]

Name	
Date	
Signature	

Section E: Comments and recommendation (Procurement Expert to complete this Section)

Date Received	
Signed	
Date	
Any Comments	

Section E: Decision (Monitoring Officer to complete this Section only if a potential conflict of interest identified)

Statutory Officer Decision	
Signed	
Date	
Any Comments	