

## Part 3 – Section 7 – Contract Procedure Rules

### 1 Introduction

- 1.1 This part of the Constitution sets out the Council's rules for buying goods, services and works on behalf of the Council and disposing of some types of property (defined as Assets in these rules).

In this document the rules are referred to as the "CPRs".

- 1.2 These CPRs are standing orders made pursuant to section 135 of the Local Government Act 1972. They are mandatory. Failure to comply with any of the provisions of these CPRs must be reported immediately to the Assistant Director Commissioning and Procurement. Failure to comply with these CPRs may be viewed as a disciplinary offence. They should be read in conjunction with the other parts of the Council's Constitution.
- 1.3 A glossary of key terms and definitions is set out at section 8 of these CPRs.
- 1.4 Responsible Officers of the Council (referred to as 'officers' or 'responsible officers' in these rules) must comply with the Procurement Guidance that supports these CPRs. This will set out, expand, and explain some of the provisions, the contents of which officers must also follow. Where there is uncertainty regarding the interpretation of these CPRs, procurement or legal should be consulted for clarification.
- 1.5 For the purposes of these CPRs all values are inclusive of VAT save where indicated.

### 2 Scope of the CPRs

- 2.1 The CPRs apply whenever the Council is commissioning or procuring Supplies, Services or Works, or disposing of Assets, known as procurement activity. The Procurement Act 2023 (PA 2023) (which includes the Procurement Regulations 2024) and any other secondary legislation that may be made under it, together with certain supplementary legislation governs public procurement in England and Wales of these services.
- 2.2 Only certain sections of these CPRs apply to procurements governed by the Health Care Services (Provider Selection Regime) Regulations 2023 (PSR). Relevant health care services are identified by the relevant CPV codes at Schedule 1 of the PSR. CPV codes are used to classify the subject matter of procurements. For procurements under the PSR, those regulations should be followed. There is no minimum value for the application of the PSR and therefore they must be applied to all contracts regardless of value. The PSR is retrospective, therefore any contracts that are covered by PSR must be extended, or modified/varied, in line with the PSR, including relevant notifications or notices. Contracts covered by the PSR must follow these CPRs in all other respects, including governance and record keeping.

- 2.3 Light Touch Services are also covered by the PA 2023 but limited to certain sections. Light Touch Services are contracts which apply to certain health care, social care, education, and other public service contracts. The Light Touch process, which allows for more flexibility, can only be used where the Council is procuring an activity which is covered by a relevant CPV code set out Schedule 1 of the Procurement Regulations 2024. Please see Procurement Guidance for detail.
- 2.4 Concession contracts, as defined in Section 8 of the PA 2023, are covered by all Sections of the PA 2023. A Concession is a type of contract where the contractor is granted the rights to exploit a contract and receive income from third parties or make a profit. However, the Supplier must be exposed to real operating risk, as part of that contract. Seek advice from Legal Services for further guidance.
- 2.5 These CPRs will continue to apply to contracts let under the Public Contracts Regulations 2015 until their expiry, which for the avoidance of doubt, includes procurements commenced but not concluded before 24 February 2025 and call off contracts awarded through a Framework Agreement or Dynamic Purchasing System established under the PCR 2015. For clarification please seek advice from the Procurement Team.

### **Officer Responsibilities**

- 2.6 Subject to any overriding legal obligation, officers must comply with the CPRs when commissioning and/or procuring Supplies, Services or Works, disposing of Assets, and making decisions about these matters.
- 2.7 Officers responsible for commissioning, procurement and disposal of Assets must in addition comply with other relevant parts of the Constitution, such as the Access to Information Procedure Rules and the Finance Procedure Rules, and with all applicable laws.
- 2.8 Officers must ensure that any person or organisation acting on behalf of the Council within the scope of the CPRs also complies.
- 2.9 Officers must take all legal, procurement, financial, technical and other advice that they need to ensure they comply with the law and the Council's rules and policies and that the procurement method and contract are fit for purpose.
- 2.10 Officers must comply with measures put in place by the Council to prevent, identify and remedy conflicts of interest which arise during the conduct of procurement. In particular:
- 2.11 Officers must comply with the Officers' Code of Conduct when conducting procurement.
- 2.12 Officers must prepare and comply with the Conflict of Interest Assessment Policy.
- 2.13 Officers must comply with Section 117 of the Local Government Act 1972 by declaring in writing any personal interest in a contract to the Section 151 Officer.
- 2.14 Officers must not accept any gift or hospitality from any person, or on behalf of any legal entity, for any contract being procured by the Council. To do so is a disciplinary offence. Officers must inform the Monitoring Officer if offered a gift or hospitality during a tender process.

### **Application of these CPRs**

- 2.15 These CPRs apply to all Relevant Contracts unless they are subject to an Exception in these Rules at 2.18 below or an exemption applies in the PA 2023.
- 2.16 A contract procured on behalf of or by any organisation, which is in receipt of funding, for which the Council is the Accountable Body, is also a Relevant Contract under these Rules.
- 2.17 Local Authority Maintained Schools are expected to comply with these CPRs.

### **Exceptions to these CPRs**

- 2.18 The CPRs do not apply to the procurement of certain goods and services as set out in Schedule 2 of the PA 2023, however officers should still ensure value for money in these areas. There may be other legislation that applies to those goods or services, and officers should ensure that when procuring those goods or services they are compliant with any law which applies. Exempted contracts include the following, but these are not exhaustive:
  - 2.18.1 Contracts of employment which make an individual a direct employee of the Council within the meaning of the PA 2023.
  - 2.18.2 Agreements for the acquisition, disposal or transfer of land/buildings which do not form part of a wider transaction under which the Council also procures Supplies, Services or Works.
  - 2.18.3 Grants which the Council may receive or award, except as otherwise provided in the CPRs. Grants are subject to Rule 8.
  - 2.18.4 Contracts for an educational or care placement for a specific individual where the relevant Director considers such placement to be in the best interests of the individual.
  - 2.18.5 Contracts for care services to be provided to a specific individual household where the relevant Director considers such a contract to be in the best interests of an individual.
  - 2.18.6 Any Contracts specifically excluded by virtue of relevant legislation.
  - 2.18.7 Contracts for representation by a lawyer in arbitration, conciliation, or judicial proceedings; legal advice given by a lawyer in the contemplation or connection of any such proceedings, or where there is a clear indication and high probability that the matter will become subject of proceedings and any other legal services which are exempt from the PA 2023 (as set out in Schedule 2 Part 2 section 14).
  - 2.18.8 Contracts for financial services in connection with the issue, sale or transfer of securities or other financial instruments within the meaning of the PA 2023 (as contained in Schedule 2 Part 2 section 16).

**For the purposes of paragraphs 2.18.4 and 2.18.5 contracts are only exempt from these CPRs if the aggregate value of contracts awarded to a single provider does not exceed the relevant Procurement Threshold.**

- 2.19 In addition to the above, the CPRs do not apply to:
  - 2.19.1 Contracts below the relevant Procurement Threshold which are required

in circumstances of extreme emergency such as an immediate danger to life or property. In all other circumstances Officers must comply with Sections 84 to 88 of the PA 2023. These set out the requirements when procurement activity takes place. This includes a restriction to the assessment of a Suppliers ability to perform the contract, based on legal or financial capacity. Officers should seek advice from the Procurement Team.

2.19.2 Contracts above the relevant Procurement Threshold, which are procured without prior publication under the relevant sections of the PA 2023:

- Section 41 (Direct Award in special cases);
- Section 42 (Direct Award to protect human, animal or plant life, or health, or protection of public order or safety); or
- Section 43, (when the Council switches to Direct Award)

are also exempt except insofar as to require compliance with the PA 2023.

In these circumstances relevant Directors are authorised to take appropriate action and must report such action and the expenditure incurred to the next meeting of the Executive. If there is doubt of whether an activity is exempt advice must be taken from the Procurement Team or Legal Services. Lack of sufficient planning and/or internal process delays will not normally constitute special, exceptional or emergency circumstances.

### **3 Record Keeping**

3.1 The Responsible Officer must keep records pertaining to the procurement activity of any Relevant Contracts, including any contract for which an Exemption (see below) has been approved. The Responsible Officer must keep records of all information as required under Section 98 of the PA 2023. Please see Procurement Guidance.

3.2 Where the Total Value of the Relevant Contract is less than £100,000 the following records must be kept for the contract:

- 3.2.1 A unique reference number for the contract, the title of the contract and the parties;
- 3.2.2 The request for tender documents/correspondence;
- 3.2.3 Criteria for the award of the contract;
- 3.2.4 The contracting decision and the reasons for it;
- 3.2.5 Records of all communications with the Suppliers; and
- 3.2.6 The contract.
- 3.2.7 Record of consideration of the public sector equality duty, the (Public Contracts) Social Value Act 2012 and consultation.
- 3.2.8 Record of Conflicts of Interest or potential Conflicts of Interest declared and how these were managed.

- 3.3 Where the Total Value of the contract is £100,000 or more the following records must be kept in addition to those specified above:
- 3.3.1 Outline of the business justification (including details of pre-tender market research, options appraisal and risk assessments);
  - 3.3.2 Tender documents sent to and received from Suppliers;
  - 3.3.3 The records of the evaluation of the tender;
  - 3.3.4 Records of all clarification and post tender discussion (including minutes of any meetings); and
  - 3.3.5 Records of all communication between the Council and the Suppliers;
  - 3.3.6 Record of the decision making;
  - 3.3.7 Record of consideration of the public sector equality duty, the (Public Contracts) Social Value Act 2012 and consultation.
  - 3.3.8 Record of Conflicts of Interest or potential Conflicts of Interests declared and how these were managed.
- 3.4 The above records required under this Rule must be retained in compliance with the Council's corporate document retention policy or for a minimum of 3 years pursuant to Section 98 (4) b of the PA 2023 whichever is the greater.

#### **4. Key Decisions**

- 4.1 Where the decision to commence a procurement exercise or award a Relevant Contract is a Key Decision the Access to Information Procedure Rules relating to Key Decisions must be followed. [Part 3, Section 3 - Access to Information Procedure Rules](#)
- 4.2 If the estimated Total Value of the Relevant Contract is equal to or exceeds the Key Decision financial threshold (which is currently £500,000) the permission to procure decision must be taken as a Key Decision. If the estimated Total Value of the Relevant Contract is less than the Key Decision threshold, but the procurement forms part of a wider decision that will result in a change to service provision, officers must have regard to the full definition of a Key Decision [Part 6 - Glossary](#) to determine whether or not it applies. Advice should be sought from Legal Services.
- 4.3 If the permission to procure is a Key Decision but the Key Decision process was not followed for any reason, then the decision to Award must be taken as a Key Decision and the Access to Information Procedure Rules relating to Key Decisions must be followed.

#### **5. Steps Prior to**

##### **Procurement Common**

## Requirements

- 5.1 The Responsible Officer must check whether there is a suitable existing contract, internal Framework Agreement or collaborative agreement before seeking to procure another contract. Where a suitable arrangement exists, this must be used unless there is a compelling legal or financial reason not to.
- 5.2 Subject to 5.1, the Responsible Officer may use any appropriate procurement procedure which is permitted by these CPRs or by the PA 2023. Where the PA 2023 applies, the Responsible Officer must use a procurement procedure which complies with the PA 2023, seeking advice from the Assistant Director of Commissioning and Procurement. The Open Procedure should usually be used unless Procurement have approved the use of the Competitive Flexible Procedure.
- 5.3 The Responsible Officer must consider the implications of the public sector equality duty under the Equality Act 2010; and (in respect of Services) of the Public Contracts (Social Value) Act 2012; and whether the proposed contract requires prior consultation under the "best value" requirements of the Local Government Act 1999 or for any other reason.
- 5.4 The Responsible Officer must consider whether, and if so how, social, economic or environmental issues could be addressed in the procurement and any contract, and where this is relevant and proportionate to the subject matter of the contract.
- 5.5 The Responsible Officer shall have regard to Section 12 of the PA 2023 and 'maximising public benefit'. This includes delivering value for money, acting with integrity, and sharing information. Consideration should be given to whether the Council can reduce or remove barriers for small and medium sized enterprises. It also includes following any best value guidance issued by the Secretary of State or relevant authorities. Further detail is contained within the Procurement Guidance.
- 5.6 The PA 2023 prescribes a number of notices that must be published at various stages of the procurement cycle, these are set out in the PA 2023 and must be issued. There are currently 17 in total. The Responsible Officer must ensure that, when required, the necessary information is sent to [Procurement.Mailbox@cumbria.gov.uk](mailto:Procurement.Mailbox@cumbria.gov.uk) . Please see Procurement Guidance.
- 5.7 Key Performance Indicators (KPIs) should be considered where relevant for greater monitoring and oversight. Section 52 of the PA 2023 must be complied with for contracts which are estimated to be over £5 million. This requires 3 KPIs to be set unless KPIs could not be used to assess performance. These KPIs will be used to monitor Supplier performance under Section 71 PA 2023. Please see Procurement Guidance.

## Pre Market Engagement

- 5.8 Before commencing a procurement exercise, the Responsible Officer may consult with the market with a view to preparing the procurement exercise, and informing Suppliers of the Council's procurement plans and requirements. Responsible Officers should consult Sections 15, 16 and 17 of the PA 2023 and comply with any provisions set out. Particular attention should be paid to the permitted purposes set out, and the need to publish the relevant preliminary engagement notice at the time stipulated, or give reasons for not doing so, as set out in Section

17 of the PA 2023.

- 5.9 In carrying out market consultations, the Responsible Officer may seek advice from independent experts, authorities or from market participants and use this in planning and conducting the procurement exercise. Pre market engagement must not have the effect of distorting competition, result in discrimination, or creating an unfair advantage, or breach the principle of transparency. The prior written approval of the Assistant Director of Commissioning and Procurement must be sought before seeking advice from anyone who may have a conflict of interest in the contract to which the procurement exercise relates.

### **Framework Agreements**

- 5.10 Sections 45 to 49 of the PA 2023 should be considered when the use of Framework Agreements is anticipated. Framework Agreements are agreements with one or more suppliers for the provision of Supplies, Services or Works, on agreed terms. They are for a specified period, for estimated quantities against which orders may be placed if and when required. Once established "Call Offs" from the Framework Agreement may be conducted by mini competition or by direct call off, according to the terms of the Framework Agreement. A Direct Award can only be made in accordance with Section 45 (4) of the PA 2023. The 'call off' process as relevant to each different Framework Agreement must be adhered to. Approval should be sought from the Assistant Director of Commissioning and Procurement prior to a direct award call off from any external Framework Agreement by emailing: [Procurement.Mailbox@cumbria.gov.uk](mailto:Procurement.Mailbox@cumbria.gov.uk).
- 5.11 Where an internal Framework Agreement is established with a Total Value exceeding the Procurement Threshold the PA 2023 must be followed to establish the Framework Agreement. The maximum term of the Framework Agreement may not exceed the period set out in Section 47 of the PA 2023; this should generally be for a period not exceeding four years. Where a justification for a longer period can be made in accordance with Section 47 (3), consultation with the Assistant Director of Commissioning and Procurement and the Monitoring Officer, should take place. A report with full reasoning for the recommendation should be provided in the report seeking authorisation to start a procurement exercise.
- 5.12 Section 49 of the PA 2023 should be adhered to where an Open Framework is to be considered. An Open Framework is one that provides for the award of successive frameworks on substantially the same terms. An Open Framework enables the opportunity for other suppliers to join during its term. The maximum term for Open Frameworks is limited to 8 years. Different rules may apply to the maximum term of Light Touch Framework Agreements.
- 5.13 It is essential that Responsible Officers calling off under an internal Framework Agreement fully acquaint themselves with the framework rules for calling off and the call off contract terms and conditions to ensure adequate contract management.

### **Dynamic Markets**

- 5.14 A dynamic market under the PA 2023 is a list of qualified suppliers (i.e. suppliers who have met the 'conditions for membership' of the dynamic market who are eligible to participate in future procurements). Dynamic markets are dynamic insofar as they must remain open to new suppliers to join at any time. Dynamic

markets are available for all types of purchases of goods, services or works, other than those purchased under Concession contracts. Section 34 to Section 40 of the PA 2023 applies to Dynamic Markets. You should seek guidance from the Procurement Team or Legal Services or consult the Procurement Guidance for more information.

### **Collaborative Procurement Arrangements**

- 5.15 The Council may enter into collaborative procurement arrangements with other local authorities, government departments, public bodies or public sector buying organisations / purchasing consortia and may use Framework Agreements or lists of pre-qualified contractors established by such bodies.
- 5.16 Responsible Officers proposing to use such arrangements must ensure that they have been established in a way which complies with the law. In particular where the PCR 2015 or PA 2023 apply, the collaborative agreement must comply with the relevant legislation. The Council must be among the bodies named in the advertisement or notice as having access to the arrangements, and there must be scope in the arrangement to permit its lawful use for the purposes proposed. Assistance must be sought from the Procurement Team via [Procurement.Mailbox@cumbria.gov.uk](mailto:Procurement.Mailbox@cumbria.gov.uk) to verify the arrangement's legal compliance.

### **Partnership Arrangements including Shared Services and Joint Commissioning**

- 5.17 Where the Council enters into a **Partnership Arrangement** with another organisation or other organisations, agrees to act as Accountable Body, or enters into a shared service arrangement, the governance arrangements must include procurement and contract arrangements if any procurement will be undertaken.
- 5.18 Where the Council is the Lead Body or the Accountable Body for any arrangements, these CPRs should be included in the arrangements and followed as a minimum.
- 5.19 Before the Council agrees to enter into a contract on behalf of another organisation, the Responsible Officer must obtain written agreement from that organisation that it will provide sufficient funding and take any other action necessary for the Council to meet its obligations under the contract on behalf of that organisation.
- 5.20 Where the Council is not the Lead Body or the Accountable Body, the other organisation's tendering rules should be followed provided that they comply with the law.

### **Valuing Procurements and Rolling Contracts**

- 5.21 Valuing procurements must be made in accordance with the PA 2023, and in particular, Section 5 and Schedule 3 of the PA 2023. Where the Total Value is unable to be estimated, which may include but not limited to rolling contracts, then the Total Value is to be estimated to be over the relevant threshold for that type of contract. Officers' attention is drawn to Section 5(3) of the PA 2023, there is no discretion when estimating the value of a contract, they must be strictly valued in accordance with the PA 2023.

### **Exemptions from these CPRs**



- 5.22 The Director of Business Transformation and Change is authorised to approve Exemptions from the CPRs, following consultation with the Monitoring Officer. Please obtain the most up to date form which also details the process to be completed from [Legal & Democratic Services](#) intranet page or via [Procurement.Mailbox@cumbria.gov.uk](mailto:Procurement.Mailbox@cumbria.gov.uk)
- 5.23 The Director of Business Transformation and Change may not approve a request for an Exemption that would result in a breach of the PA 2023 in respect of a contract to which the PA 2023 applies.
- 5.24 The Exemption must be approved before any alternative procedure not wholly in accordance with these CPRs is followed.
- 5.25 The request for Exemption must state from which of the requirements of the CPRs Exemption is requested and give reasons for the request. **An Exemption should not be sought as a way of bypassing competition.**
- 5.26 Examples of circumstances in which it may be appropriate to request an Exemption include but are not limited to:
- 5.26.1 Supplies of goods where the Council's best interests will be served by purchase through auction and the relevant Director has agreed an upper limit for bids.
- 5.26.2 There is only one contractor in the market relevant to the Supplies, Services or Works who is suitable to provide the Supplies, Services or Works required.
- 5.26.3 The Council's need for the Supplies, Services or Works is so urgent that compliance with these Rules would in the judgement of the relevant Director prejudice the Council's interests. **(Rule 2.14 automatically disappplies these CPRs in circumstances of extreme emergency such as an immediate danger to life or property).**
- 5.27 The Director of Business Transformation and Change will keep a record of all Exemptions approved.
- 5.28 Exemptions should not normally be given, if they are required as a result of a lack of planning, and/or internal process delays.

### **Authorisation to Start Procurement**

- 5.29 The persons or bodies authorised to approve the start of a procurement exercise are set out in the table below.

Responsible Officers should also have regard to their Director's Scheme of Delegation in the [Local Scheme of Sub-Delegation](#).

Permission to procure must be given in line with Rule 5.29, and records kept in line with Rule 5.30.

<b>Estimated Total Contract Value</b>	<b>Decision Maker Level</b>
£ 0 - £100,000	Relevant Director; or Relevant Assistant Director; or Senior Manager (or equivalent post identified by relevant Assistant Director)
£100,001 - £250,000	Relevant Director; or Relevant Assistant Director
£250,001 - £1,000,000	Relevant Director
£1,000,001 - £5,000,000	Relevant Executive Councillor
£5,000,001 and above	Executive
Contracts of any value the budget for which has been wholly included in the approved Capital Programme	Relevant Director
Contracts for Consultancy over £250,000 and no wholly externally funded budget	Executive

5.30 For each Relevant Contract the following information **should** be included in the permission to procure document. Officers must follow the most up to date form of permission to procure document, for their level of spend. Additional information may be required. For a Relevant Contract, which is a Key Decision the information **must** be included within the report, if applicable:

5.30.1 The anticipated value.

5.30.2 The tendering process intended to be used.

5.30.3 The award criteria to be used.

5.30.4 Delegation to award the contract (if appropriate)

5.30.5 A risk assessment and risk management arrangements

5.30.6 TUPE implications.

5.30.7 Contract monitoring and management arrangements.

5.30.8 Any impact on the local economy, suppliers based in Cumbria and the third sector.

5.30.9 Legal, finance, and procurement comments by suitably qualified officer;

5.30.10 Where a number of similar contracts are recommended to be awarded on or around the same time a composite report may be used.

- 5.31 All contracts require authorisation to procure. For contracts under £500,000 this is by way the Council's standard permission to procure form which is signed off by the relevant decision maker in accordance with Rule 5.29. For contracts equal to and over the value of £500,000 the appropriate report template must be used.
- 5.32 The Responsible Officer must ensure authorisation to procure is obtained and is responsible for ensuring that the CPRs have been complied with and that the proposed procurement documents (business justification, advertisement, invitation to tender, contract terms and conditions, etc.) **have been approved by the relevant Director or Assistant Director in respect of the contract.**

## 6 Procurement of Contracts Common Requirements

- 6.1 In conducting any procurement exercise, the Council must have regard to the objectives set out in the PA 2023, at Section 12. Please see the Procurement Guidance. The Council should act with integrity, treat all Suppliers equally, (unless the difference between suppliers justifies different treatment) and without discrimination; and must act in a transparent and proportionate manner. The Council must have regard to barriers faced by small and medium sized enterprises and consider whether such barriers can be removed or reduced.
- 6.2 The Responsible Officer shall comply with the National Procurement Policy Statement.
- 6.3 Electronic procurement using the e-tendering portal must be used for all tenders unless authorisation to use an alternative method has been given by the Director of Business Transformation and Change. The e-tendering portal may be used for 'written quotations'.
- 6.4 The Responsible Officer must consult the Assistant Director of Commissioning and Procurement as to the appropriate procurement procedures by emailing [Procurement.mailbox@cumberland.gov.uk](mailto:Procurement.mailbox@cumberland.gov.uk) . The Responsible Officer must have regard to the Procurement Guidance given.

### Identifying Potential Suppliers for services and goods

- 6.5 Where a Relevant Contract for services/goods is being procured the minimum procurement process and rules for inviting Suppliers are as follows:

Estimated Total Contract Value	Minimum Process	Method of invitation
Up to £10,000	Responsible Officer must use a process which obtains <b>best value for money</b> and wherever possible seek one quote locally	One oral quotation (confirmed in writing where the quotation exceeds £500)
£10,001 - £50,000	2 written quotations which obtain <b>best</b>	Invitation to submit a quotation in writing to

	<b>value for money</b> and wherever possible seek one quote locally	at least 2 Suppliers
£50,001- £100,000	3 written quotations which obtain <b>best value for money</b> and wherever possible seek two quotes locally	Invitation to submit a quotation in writing to at least 3 Suppliers
Exceeding £100,000 but below relevant Procurement Threshold	Written Tender	Open advertisement of contract appropriate to the relevant market
Procurement Threshold and above	Written Tender	Open advertisement of the contract in accordance with the PA 2023
"Call" offs" from Framework Agreements	In accordance with the terms of the Framework Agreement	In accordance with the terms of the Framework Agreement
Award of above Procurement Threshold contracts under a Dynamic Market	Written Tender	Competitive Flexible Procedure

### Identifying Potential Suppliers for Works

- 6.6. Where a Relevant Contract for Works is being procured the minimum procurement process and rules for inviting Suppliers are as follows.

<b>Estimated Total Contract Value</b>	<b>Minimum Process</b>	<b>Method of invitation</b>
Up to £10,000	Responsible Officer must use a process which obtains <b>best value for money</b> and wherever possible seek one quote locally	One oral quotation (confirmed in writing where the quotation exceeds £500)
£10,001 - £50,000	2 written quotations which obtain best value for money and wherever possible seek one quote locally	Invitation to submit a quotation in writing to at least 2 Suppliers
£50,001- £249,999	3 written quotations which obtain best value	Invitation to submit a quotation in writing to

	for money and wherever possible seek two quotes locally	at least 3 Suppliers
£250,000 - £499,999	5 written quotations which obtain best value for money and wherever possible seek three quotes locally	Invitation to submit a quotation in writing to at least 5 Suppliers
£500,000 and above but below relevant Procurement Threshold	Written Tender	Open advertisement of contract appropriate to the relevant market
Procurement Threshold and above	Written Tender	Open advertisement of the contract in accordance with the PA 2023
"Call" offs" from Framework Agreements	In accordance with the terms of the Framework Agreement	In accordance with the terms of the Framework Agreement
Award of above Procurement Threshold contracts under a Dynamic Market	Written Tender	Competitive Flexible Procedure

- 6.7. Where a contract with a value above £30,000 inclusive of VAT, and below the Procurement Threshold is openly advertised, the Responsible Officer must ensure the advert is published on the Central Digital Platform. Where a contract is a Regulated Below Threshold (RBT) contract, Sections 84 to 88 of the PA 2023 shall be followed. Section 87 (1) states that the Council may not advertise for the purposes of inviting tenders, in a RBT tender, unless they have **firstly** published a below threshold notice. Where a contract value exceeds the Procurement Threshold and is openly advertised the Responsible Officer must ensure the advert is published on the Central Digital Platform. The Responsible Officer should provide the relevant details to Assistant Director of Commissioning and Procurement via [Procurement.Mailbox@cumbria.gov.uk](mailto:Procurement.Mailbox@cumbria.gov.uk) to ensure this Rule 6.7 is complied with.

### **Selection and Award Criteria for Tenders**

- 6.8. The Responsible Officer must use appropriate criteria to award the contract. Sections 19 and 23 of the PA 2023 must be complied with when setting the criteria. The National Procurement Policy Statement must be considered when setting any award criteria, including but not limited to, value for money and social value.
- 6.9. The Responsible Officer must ascertain the standards necessary to properly define the subject matter of the contract, having regard to any relevant British, European or international standards. The Assistant Director of Commissioning and Procurement must be consulted if it is proposed to use any standards other than European Standards.
- 6.10. The Responsible Officer must define the award criteria for the procurement in

order to secure value for money. The criteria must be one of the following:

- 6.10.1. Highest Price: where payment is to be received by the Council; or
  - 6.10.2. MAT (Most Advantageous Tender): where considerations other than price also apply. This is the only award criteria permissible under the PA 2023. Section 23 of the PA 2023 needs to be considered when setting criteria. (Lowest price alone can be used as the sole determining factor, but only where careful consideration has been undertaken of wider matters where relevant, and full consideration of any criteria needed to maximise public benefit as set out in s12 of the PA 2023).
- 6.11. If using a Framework Agreement then the award criteria must be in accordance with the defined 'call off' process.

### **Invitations to Tender**

- 6.12. An invitation to tender must state that the Council reserves the right to reject a tender that is not received by the date and time stipulated in the invitation to tender. A tender which contravenes the requirements as to date and time for submission must not be considered without the prior approval of the Director of Business Transformation and Change and Monitoring Officer. Only in exceptional circumstances will a tender be considered, if it is received after the other tenders have been opened, and only after advice from the Procurement Team and Legal Services.
- 6.13. All invitations to tender must include the following:
- 6.13.1. A specification to describe the Council's requirements in clear sufficient detail to enable the submission of competitive offers.
  - 6.13.2. The contract terms and conditions unless emphatic market practice is that Supplier's terms are used, in which case the requirement is that they are supplied as part of the tender.
  - 6.13.3. Contract terms which remove potential barriers to small and medium enterprises, where possible.
  - 6.13.4. A requirement for tenderers to declare that the tender content, price or any other figure or particulars concerning the tender have not been disclosed by the Supplier to any other party (except where the disclosure is made in confidence for a necessary purpose).
  - 6.13.5. A requirement for Suppliers to complete fully and sign all tender documents including a form or tender and certificates relating to canvassing and non-collusion.
  - 6.13.6. Notification that tenders are submitted to the Council on the basis that they are compiled at the Supplier's expense.
  - 6.13.7. A description of the award procedure (selection and award) and unless defined in a prior advertisement a definition of the Award Criteria. Where the criterion of MAT is used, it must be further defined by reference to sub-criteria which may only refer to considerations relevant to the award of the contract. Award criteria must be defined in objective terms and wherever possible in descending order of importance.
  - 6.13.8. Unless the tender is sought in accordance with an electronic procurement process approved by the Assistant Director of Commissioning and Procurement, a statement that tenders submitted by fax or other electronic

means will not be considered.

- 6.13.9. A notice stating that the Council is not bound to accept any tender.
- 6.13.10. A notice stating that the Council is not obliged to enter into a contract as a result of a tender.

## **Contract Documents**

- 6.14. All Relevant Contracts must be in writing.
- 6.15. All Relevant Contracts must as a minimum specify in writing:
  - 6.15.1. The Works, Supplies or Services to be supplied.
  - 6.15.2. The price and when it will be paid, including any arrangements for additional expenditure, disbursements etc.
  - 6.15.3. The time or times within which the contract is to be performed.
  - 6.15.4. The provisions for the Council to terminate the contract.
  - 6.15.5. A clause prohibiting the Supplier from transferring or assigning, directly or indirectly, any portion of his/her contract without the written permission of the Council, or sub-letting any portion of his/her contract other than that which is customary in the trade or profession concerned.
  - 6.15.6. A clause empowering the Council to terminate the contract and requiring the Supplier to provide an indemnity to the Council to cover all losses suffered by the Council resulting from fraud or an offence under the Bribery Act 2010 (or any statutory modification or replacement of this Act) in relation to a contract, committed by a Supplier or one of his/her employees or agents
  - 6.15.7. A clause providing for payment of undisputed invoices within 30 days by the Council, Contractors and Sub-Contractors which complies with section 68 of the PA 2023
  - 6.15.8. For Contracts procured using the PA 2023 any specific terms required to be included in the Contract under the PA 2023. For Relevant Contracts over £5 million, Sections 39, 52 and 71, of the PA 2023 should be complied with. A minimum of three Key Performance Indicators (KPIs) must be set, these will be used to assess supplier performance under Section 71. Transparency reporting obligations should be included within the Relevant Contract. KPIs do not apply to Light Touch contracts, Concession contracts or Framework Agreements. KPIs are also not required where performance could not be appropriately assessed by reference to KPIs. There are additional requirements applying to KPIs re transparency, reporting and monitoring. The Procurement Team should be consulted for guidance.
  - 6.15.9. Contracts should take into consideration any measures which may create barriers for small and medium enterprises, and remove them, if at all possible. Consideration should be given to appropriate caps on liability, insurance provisions and a distress clause where appropriate.
- 6.16. All transactions must use an appropriate form of contract approved by a suitably

qualified officer in Legal Services.

- 6.17. Legal Services **must** be instructed prior to the start of a tender exercise to produce an appropriate form of contract where:
- 6.17.1. The Total Value exceeds £100,000; or
  - 6.17.2. The arrangement is for leasing arrangements; or
  - 6.17.3. The Responsible Officer is proposing to use a Supplier's own terms and the Total Value exceeds £50,000 and/or includes the Council providing an indemnity;
  - 6.17.4. The contract is unusual or complex in any other way.
- 6.18. Legal Services must also be consulted on the terms of any **external Framework Agreement** which the Council is proposing to use to procure Supplies, Works or Services. Consultation with Legal Services is deemed to have taken place where the Framework is a government approved Framework (established by the Crown Commercial Service or any successor) or Frameworks which have been established by other local authorities or long-standing public sector buying organisations / purchasing consortia with a strong track record of robust compliance; all of which create a direct contractual relationship between the Supplier and the Council. Please note the use of Neutral Vendors do not necessarily create a direct contractual relationship between the Supplier and the Council.
- 6.19. It is essential that Responsible Officers calling off under an external Framework fully acquaint themselves with the Framework rules for calling off and the call off contract terms and conditions to ensure legal compliance and adequate contract management.

### **Bonds and Parent Company Guarantee**

- 6.20. The Responsible Officer must in consultation with the Chief Finance Officer determine whether any additional security such as a bond or parent company guarantee may be required from the Supplier who is awarded the contract. If additional security may be required, this must be highlighted in the tender documents, using an appropriate form of wording approved by Legal Services.

### **Shortlisting**

- 6.21. Shortlisting must only be undertaken in accordance with the PA 2023, and only if allowed by the procurement process being used. Any shortlisting must have regard to the financial and technical standards relevant to the contract.

### **Submission, Receipt, and Opening of Quotes or Tenders**

- 6.22. Suppliers must be given an adequate period in which to prepare and submit a proper quotation or tender consistent with the complexity of the contract requirement and the law. Officers should have regard to policy commitments made in relation to procurement including the Third Sector Compact. Where the PA 2023 lay down minimum timescales these must be complied with.



- 6.23. The Responsible Officer is responsible throughout the procurement process for safeguarding its security, confidentiality and integrity.
- 6.24. The Assistant Director of Commissioning and Procurement and officers authorised by them are authorised to open tenders that have been received on the procurement portal, the Responsible Officer is authorised to open tenders that have been received by other authorised electronic method RFQ, quotes or tenders.
- 6.25. Responsible Officers are not permitted to carry out a procurement using physical tender documents.

### **All procurements**

- 6.26. Where a quotation or tender is received after the closing or date or time, the Responsible Officer must inform the Supplier that their tender or quotation was disqualified for being received after the closing date or time. Such communication should take place at the earliest opportunity.

### **Evaluation**

- 6.27. Apart from the debriefing required or permitted by these CPRs or as required by the PA 2023, the confidentiality of tenders and quotations and the identity of Suppliers must be preserved at all times.
- 6.28. Tenders must be evaluated strictly in accordance with the Award Criteria. During this process the Responsible Officer must ensure that submitted tender prices are compared with any pre-tender estimates and that any discrepancies in tenders are examined and resolved satisfactorily.
- 6.29. The arithmetic in compliant tenders must be checked. If arithmetical errors are found they should be notified to the Supplier. A Supplier who has made an arithmetical error must be permitted to correct the error if they choose to.
- 6.30. A Supplier who has made an error or omission must not be permitted to amend their tender. They must be asked to confirm their tender or withdraw it. Only in exceptional circumstances will an amendment be allowed and only on the advice from the Procurement Team and Legal Services.

### **Clarification of Tenders**

- 6.31. These CPRs permit officers to provide clarification in writing of an invitation to tender to potential or actual Suppliers.
- 6.32. Where a Supplier raises a question about an invitation to tender any response should be provided to all Suppliers provided that the anonymity of the Supplier who raised the query is protected.

### **Post Tender Discussions**

- 6.33. Unless the Competitive Flexible Procedure is being used, discussion with Suppliers after the submission of tenders, with a view to obtaining adjustments in price, delivery or content **must only take place in exceptional circumstances**

and with the approval of the Director of Business Transformation and Change following consultation with the Monitoring Officer. Discussion must be conducted by a team of at least two officers.

- 6.34. Post tender discussion of a contract procured under the PA 2023 may only be undertaken on the grounds permitted in the PA 2023 and only where tender documents allowed for it.
- 6.35. Unless allowed for in the PA 2023, where any post tender discussion would result in a material modification to a Relevant Contract (including to the specification) the contract must not be awarded but must be re-tendered.

### Authorisation to Award a Contract

- 6.36. The Persons and bodies authorised to award Contracts are set out in the table below.

Responsible Officers should also have regard to their Director’s Scheme of Delegation in the [Local Scheme of Sub-Delegation](#).

Permission to award must be given in line with Rule 6.36, and records kept in line with Rule 6.37.

Total Contract Value	Decision Maker Level
£ 0 - £100,000	Relevant Director; or Relevant Assistant Director; or Senior Manager (or equivalent post identified by relevant Assistant Director),
£100,001 - £250,000	Relevant Director; or Relevant Assistant Director
£250,001 - £1,000,000	Relevant Director
£1,000,001 - £5,000,000	Relevant Executive Councillor
£5,000,001 and above	Executive
Contracts of any value the budget for which has been wholly included in the approved Capital Programme	Relevant Director
Contracts for Consultancy over £250,000 and no wholly externally funded budget	Executive

- 6.37. The award of any contract which is a Key Decision which was not taken at the permission to procure stage must include within the report to the decision maker the information listed below, if applicable. Officers must complete the relevant permission to award document appropriate to their level of spend at award of contract, this form may be updated and may include or require additional information.
- 6.37.1. The price and details of the budgetary provision.
  - 6.37.2. The number of tenders received.
  - 6.37.3. The tendering process used.
  - 6.37.4. The award criteria.
  - 6.37.5. A risk assessment and risk management arrangements.
  - 6.37.6. TUPE implications.
  - 6.37.7. Recommendation of award.
  - 6.37.8. Contract monitoring and management arrangements.
  - 6.37.9. Any impact on the local economy, suppliers based in Cumbria and the third sector.
  - 6.37.10. Legal, finance and procurement comments
- 6.38. Where a number of similar contracts are recommended to be awarded on or around the same time a composite report may be used.

### **Contracts for Legal Advice and/or Services**

- 6.39. Contracts for the instruction of counsel or the procurement of external legal advisers may only be awarded by the Monitoring Officer or a Legal Officer authorised by the Monitoring Officer to award such a contract.

### **Providing Services to Other Organisations**

- 6.40. Where a Director proposes to apply to provide services to another organisation Legal Services must be consulted about the terms and conditions on which the services are to be provided and regard had to the advice received.
- 6.41. As set out in Finance Procedure Rule 11 – Risk Management and Insurance [Part 3, Section 6 - Finance Procedure Rules](#) of this Constitution, any indemnity required to be provided by the Council must be approved by the Monitoring Officer and Section 151 Officer before a contract is entered into.

### **Notification of Award**

- 6.42. All contract award Key Decisions taken by Executive and Chief Officers are subject to scrutiny under the Council's procedures for call in set out in [Part 3, Section 5 - Overview and Scrutiny Procedure Rules](#) of this Constitution.
- 6.43. The successful Supplier must be notified that contract award is subject to call in

and award must not be confirmed until the call in period has expired, or if the decision is called in the procedures following call in have been completed.

- 6.44. Where the award of a contract or Framework Agreement is subject to the PA 2023, the procedures for notification of Suppliers and a standstill period must be followed in respect of the award.
- 6.45. If an award decision is challenged in any way the Responsible Officer must not proceed with the award of the contract and must refer immediately to Legal Services.
- 6.46. Where a contract with a Total Value above £30,000 (including VAT) is awarded the Responsible Officer must ensure the award is published on the online Central Digital Platform and the PA 2023 is followed. The Responsible Officer should provide the relevant details in the form of an Award Notification Form to the Assistant Director of Commissioning and Procurement to ensure this is complied with.
- 6.47. In addition to the above requirements, within 30 days of award of the contract, the Responsible Officer must arrange for details of the award of any contract with a Total Value over £50,000 to be included in the Contracts Register (which is held by the Assistant Director of Commissioning and Procurement). The details that must be included are:
  - 6.47.1. Start date and duration of the contract;
  - 6.47.2. Supplier;
  - 6.47.3. Title of the contract;
  - 6.47.4. Any contractual provision for extension; and
  - 6.47.5. Internal contact name and email address

## 7. Contracts and Contract Management

### Contract Formalities

- 7.1. Contracts must normally be completed as follows:

<b>Total Contract Value</b>	<b>Method of Completion</b>	<b>Authorised Officer</b>
£0 - £50,000	Signature	Officer authorised by relevant Director
£50,001 - £250,000	Signature by two officers	Officers authorised by relevant Director
	Sealing (strategically or politically important contracts or those requiring a 12 year limitation period)	Officer authorised by the Monitoring Officer to witness the seal

£250,001 and above	Sealing	Officer authorised by the Monitoring Officer to witness the seal
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- 7.2. Any arrangement which is strategically or politically important or requires the Council to have the benefit of a twelve year limitation period for taking legal action on the contract must be completed under seal regardless of value.
- 7.3. Electronic signatures are permitted using DocuSign or other approved signing platforms (if available) for those contracts which do not require sealing in accordance with these CPRs.

**Nominated Sub-Contractors**

- 7.4. Where a sub-contractor or supplier is to be nominated by the Council to a main contractor the Responsible Officer must invite tenders for the nomination in accordance with these CPRs. The invitation to tender should include the requirement for the sub-contractor to enter into a collateral warranty in favour of the Council.
- 7.5. It must be a condition of the engagement by the Council of any person (not an employee of the Council) to supervise a contract that in relation to such contract she/he shall comply with the CPRs as if she/he were an officer of the Council.

**Contract Management**

- 7.6. Directors are responsible for ensuring that all contracts relating to functions for which they are responsible are managed in accordance with a risk and contract management framework appropriate to the risk, value and impact of the contract. Directors are responsible for ensuring that these arrangements are kept up to date for the life of the contract.
- 7.7. For every contract managed in their directorate Directors are responsible for appointing a Responsible Officer, at an appropriate level for the risk, value and impact of the contract, to manage the contract.
- 7.8. In preparing the risk and contract management arrangements for a contract, and managing the contract, the Responsible Officer should follow the procedures set out in the Procurement Guidance.
- 7.9. In accordance with rule 6.15.8, Relevant Contracts with a Total Contract Value of £5m or more procured under the PA 2023 should have a minimum of three KPIs set to be used to assess supplier performance. Information in relation to the KPI scoring for each Supplier must be published on the Central Digital Platform. The Responsible Officer must send the KPI information to be published to [Procurement.Mailbox@cumbria.gov.uk](mailto:Procurement.Mailbox@cumbria.gov.uk) in a timely fashion to ensure compliance with the transparency requirements under the PA 2023.
- 7.10. Directors are responsible for identifying Significant Contracts in their Directorate and ensuring that they are maintained in a corporate register of Significant Contracts.

Significant Contracts are defined as:

“Those few, but important contracts critical to the Council's business objectives, financial stability and/or reputation, such as:

- 7.10.1. contracts critical to the Council's delivery of statutory duties;
  - 7.10.2. contracts that pose significant risk (reputation and/or financial) and/or would have a significant impact in the event of relationship breakdown or supplier failure;
  - 7.10.3. contracts that, in the context of the Directorate budget and its ordinary contracts, are of significant value”.
- 7.11. Directors are responsible for ensuring that Significant Contracts managed in their Directorate are regularly reviewed in their Management Team and for making an exception report with an action plan to the Senior Leadership Team on at least a quarterly basis.
- 7.12. The Chief Finance Officer is responsible for making a report at least annually to the Senior Leadership Team of the issues raised with Significant Contracts during the year and an assessment of the implementation of actions included in Directorate exception report action plans.

### **Modification of Contracts during their term**

- 7.13. On the application of a Director, the Director of Business Transformation and Change in consultation with suitably qualified legal, finance and procurement officers is authorised to approve modifications to contracts during their term. Please obtain the most up to date form which also details the process to be completed from [Legal & Democratic Services](#) intranet page or via [Procurement.Mailbox@cumbria.gov.uk](mailto:Procurement.Mailbox@cumbria.gov.uk)
- 7.14. A contract that has been made pursuant to PCR 2015, PA 2023 or PSR, (the “legislation”) may only be modified if:
- 7.14.1 the modification can be made under the relevant legislation which applies to it;
  - 7.14.2 the modification is made in compliance with that relevant legislation; and
  - 7.14.3 all obligations that arise within that legislation by virtue of the modification have been complied with. This includes the need to set Key Performance Indicators, or to publish the Contract. Attention should also be given to whether a modification under the PA 2023 then requires the contract to be treated as a Converted Contract. This means that where a Contract was previously under the Procurement Threshold, it is now considered to be subject to the PA 2023 as it has become a Converted Contract.
- 7.15. Finance and legal consultation may not be required where a modification includes an extension to the term or any other variation to the contract that has been provided for in the terms and conditions and the value of the extension was included

in the original procurement and is within the services budget. Please see Procurement Guidance.

7.16. All modifications of contract must:

7.16.1. Be recorded in writing and a record retained in line in accordance with the Corporate document retention policy; and

7.16.2. Be signed or sealed in accordance with the terms of the contract. Modifications of contracts where the Total Value of the contract exceeds £100,000 must be referred to Legal Services to draft the variation of contract agreement.

## **8. GRANT FUNDING**

### **Grant Awards**

- 8.1. A grant may be made where the Council is not performing a statutory duty, but the provision can be demonstrated to assist with its wider aims and objectives.
- 8.2. Responsible Officers must satisfy themselves, taking advice from Legal Services as necessary, that any proposed transaction is a grant rather than a contract for services before treating it as such.
- 8.3. Grants are outside the scope of VAT as long as the funding is not conditional on a service being provided in return (i.e. a contract).
- 8.4. Where the Council is using grant monies itself or passing grant monies to a third party, the application of that money shall be subject to the requirements of the relevant grant funding body.
- 8.5. The fact that a transaction is funded by a grant made to the Council does not automatically mean that that transaction is also a grant.
- 8.6. A grant need not be made via a competitive process however, when making a grant the Responsible Officer shall:
  - 8.6.1. treat all potential grant applicants fairly;
  - 8.6.2. act in a fair, transparent and consistent manner in relation to the making of the grant;
  - 8.6.3. set out the terms of the grant, in writing;
  - 8.6.4. ensure that the Council's "best value" requirements are met; and
  - 8.6.5. ensure that the grant is compliant with the UK Subsidy Control Rules (Subsidy Control Act 2022) – Responsible Officers must complete a Subsidy Assessment form which can be obtained from Legal Services via [Governanceand.CommercialInstructions@cumberland.gov.uk](mailto:Governanceand.CommercialInstructions@cumberland.gov.uk)
- 8.7. All grants must use an appropriate form of funding agreement approved by a suitably qualified officer in Legal Services.

### **Authority to Award Grants**

- 8.8. The persons or bodies authorised to approve the award (payment) of non-statutory grants are set out in the table below.

Responsible Officers should also have regard to their Director's Scheme of Delegation in the [Local Scheme of Sub-Delegation](#).

<b>Grant Award Value</b>	<b>Decision Maker</b>
Any award within budget (or up to £150,000 if outwith approved budget)	Relevant Director in Consultation with the Chief Legal officer and Chief Finance Officer
Award over £150,000 and is outwith approved budget	Executive

### **Applications for Grant Funding**

- 8.9. All applications for external grant funding must be in accordance with the rules on External Funding in Finance Procedure Rule 17 [Part 3, Section 6 - Finance Procedure Rules](#) if this Constitution.
- 8.10 The Relevant Director is authorised to submit applications for external grant funding (either directly or as the Accountable Body) following consultation with the relevant Portfolio Holder, the Leader of the Council, the Finance Portfolio Holder and Chief Finance Officer. Responsible Officers should also have regard to their Director's Scheme of Delegation in the [Local Scheme of Sub-Delegation](#).
- 8.11 If the terms of any grant funding require the Council to provide an indemnity it must, as set out in Finance Procedure Rule 11 – Risk Management and Insurance [Part 3, Section 6 - Finance Procedure Rules](#) of this Constitution, be approved by the Monitoring Officer and Section 151 Officer before the agreement is entered into.
- 8.12 Grant agreements must normally be completed as follows:

<b>Total Grant Value</b>	<b>Method of Completion</b>	<b>Authorised Officer</b>
£0 - £50,000	Signature	Officer authorised by relevant Director
£50,001 - £250,000	Signature by two officers	Officers authorised by relevant Director
	Sealing (strategically or politically important agreements or those requiring a 12 year limitation period)	Officer authorised by the Monitoring Officer to witness the seal
£250,001 and above	Sealing	Officer authorised by the Monitoring Officer to witness the seal



## 9. Glossary of Terms used in CPRs

**For avoidance of doubt terms will be governed by the relevant legislation applicable PCR, PA 2023 and PSR.**

Accountable Body	The arrangement whereby Cumberland Council has agreed to accept responsibility for the obligations set out in the terms of any funding granted to a third party organisation.
Asset	Refers to any property of Cumberland Council, but does not include, for the purposes of the CPRs, land and buildings or rights relating to land and buildings.
Award Criteria	Has the meaning given in Sections 19, 23 and 50 of the PA 2023 or has the meaning in PCR 2015 if applicable.
Call Off	A 'call-off' is a contract between a Supplier and a framework supplier that has been placed through a framework. The conditions of the Framework for the call off process need to be complied with.
Competitive Flexible Procedure	The Competitive Flexible Procedure is a competitive tendering procedure which allows the contracting authority the freedom to design its own procedure, subject to ensuring that the procedure is designed and conducted in a manner consistent with the overarching principles of the PA 2023.
Conflict of Interest Assessment Policy	The Conflict of Interest Assessment Policy which can be found <a href="#">[link]</a>
Consultant	An individual or firm (not being a firm of solicitors or a solicitor or barrister) procured to provide professional services, including advice.
Contractor	Has the meaning given to the definition "economic entity" in the PA 2023 or if applicable PCR 2015.
Contracts Register	Cumberland Council's database of contracts.
Converted/Convertible Contract	A Below Threshold Contract that after modification becomes a public contract over threshold, and thus a Converted Contract subject to PA 2023
Debarred Supplier	A Supplier which is on the Cabinet Office Debarred List
Direct Award	Entry into a contract without competition

Exemption	A disapplication of the Contract Procedure Rules.
Framework Agreement	Has the meaning given in the Procurement Act 2023 (notwithstanding that a framework arrangement can be established for Supplies, Services and Works below the threshold applicable to the PA 2023), or PCR 2015 if relevant.
Key Performance Indicator	A key performance indicator is a factor or measure against which a supplier's performance of a contract can be assessed during the life cycle of the contract.
Lead Body	The arrangement whereby Cumberland Council is the applicant and/or recipient of an external grant or other funding for a special purpose.
National Procurement Policy Statement	A statement from the Cabinet Office which sets out information and guidance for contracting authorities on national strategic priorities for public procurement.
Procurement Guidance	Cumberland Council's Commissioning/ Procurement Cycle and Process Mapping Guidance (including relevant internal mini gateway review procedures, where required) or any replacement of such Guidance which is published on the Procurement section on the Council's intranet or Guidance given by the Assistant Director of Procurement and Commissioning
Partnership Arrangements	Non-contractual arrangements between Cumberland Council and one or more third parties to deliver common functions in collaboration with each other.
Procurement Threshold	The financial threshold at which contracts must be procured using the PA 2023 or the financial threshold that applied to a contract let under the PCR 2015.
PA 2023	Means the Procurement Act 2023 as modified or amended, and the Procurement Regulations 2024.
PCR 2015	Means the Public Contracts Regulations 2015
PSR	Means the Health Care Services (Provider Selection Regime) Regulations 2023
Regulated Below Contract	Contracts covered by the PA 2023 and which is below the Procurement Threshold
Relevant Contract	Any arrangement, including Framework Agreements made by or on behalf of Cumberland Council for the carrying out of Works or for the supply of Supplies or Services, or the disposal of Assets, unless the arrangement is subject to an Exception in these Rules or exempt by relevant legislation.
RFQ	Request for Quotation

Responsible Officer	The Officer who has the lead responsibility for the commissioning, procurement and/or management of a Relevant Contract.
Services	Has the meaning given in the PA 2023 or PCR 2015 as applicable
Subsidy	A subsidy is where the Council provides support to an enterprise that gives them an economic advantage, meaning equivalent support could not have been obtained on commercial terms. This can include the payment of a grant, or a loan with interest below the market rate or the free use of equipment or office space.
Supplier	An individual, company, partnership or other legal entity.
Supplies	Has the meaning given in the PA 2023 or PCR 2015 as applicable.
Tender Receipt Log	The formal record of tenders received by Cumberland Council.
Total Value	Is the financial value of a Relevant Contract as more particularly defined in the PA 2023 in particular section 4 and Schedule 3. The Total Value of a Relevant Contract always includes the value of any modification to a Relevant Contract.
Works	Meaning its main purpose is the carrying out of works as set out in the PA 2023, Schedule 1 Section 4.