

Contract Procedure Rules

June 2022

1.0 GENERAL

- 1.1 These Contract Procedure Rules (issued in accordance with Section 135 of the 1972 Local Government Act) are intended to promote good procurement practice and public accountability, as well as providing best value for the Council.
- 1.2 The rules are intended to ensure that all Council contracts are entered into following a transparent, lawful, and fair procurement process.
- 1.3 There must be no exception from compliance with the rules unless explicitly stated within them.
- 1.4 Each contract entered into by the Council shall be in pursuant to, or in connection with, the Council's functions and shall comply with:
 - 1.4.1 Relevant statutory provisions,
 - 1.4.2 Relevant procurement legislation and regulation,
 - 1.4.3 TUPE rules and implications, and,
 - 1.4.4 The council's constitution, strategic objectives, and relevant policies.
- 1.5 Officers responsible for procurement must:
 - 1.5.1 Comply with these rules,
 - 1.5.2 Comply with the Council's code of conduct,
 - 1.5.3 Consider and implement the principles of non-discrimination, equal treatment, and transparency during the procurement process,
 - 1.5.4 Ensure that any agents, consultants, and contractual partners, acting on their behalf also comply with these rules, and are made aware of

all relevant council policies and procedures, such as the whistleblowing policy, information governance requirements, etc.

2.0 SCOPE AND EXEMPTIONS

- 2.1 The rules apply to all contracts;
 - 2.1.1 Relating to the supply of services,
 - 2.1.2 Relating to the purchase, leasing, and hiring of goods, and,
 - 2.1.3 Relating to the execution of works.
 - 2.1.4 Where funding is provided by the Council, either partially or in full, or where the Council is lead authority in any collaborative procurement arrangements.
- 2.2 These rules do not apply to 'absolute' exemptions, such as the following;
 - 2.2.1 Contracts of employment,
 - 2.2.2 Contracts relating to the disposal of interests in land or property, including stocks and equipment,
 - 2.2.3 Contracts relating to the disposal of furniture, goods, vehicles, plant, and equipment which are deemed surplus to requirements,
 - 2.2.4 The execution of work or the supply of services which must be carried out by a particular public utility undertaking, statutory undertaker, local authority, or similar body,
 - 2.2.5 The supply of goods, materials, or services by a central or local government purchasing organisation or by any consortium, association, or similar body of which the Council or school with a delegated budget is a member, providing the supply is in accordance with the method prescribed by that body and that this method is of an equivalent standard to these contract procedure rules,
 - 2.2.6 Treasury Management activity, other than Banking Services, and,

2.2.7 Emissions trading, subject to the requirements of the Government's Carbon Reduction Commitment.

2.3 These rules do not apply to 'qualified' exemptions, such as the following, which must be approved by an Operational or Executive Decision, dependent on the contract value, prior to contract award;

2.3.1 Contracts where the service or works to be provided, or the goods or materials are proprietary articles which (and any acceptable substitutes for which) are supplied only by one person or firm, or are sold at a fixed price and where the relevant Director is satisfied that there is no reasonable satisfactory alternative,

2.3.2 The execution of works of a specialised nature which are carried out only by one contractor and where the relevant Director is satisfied that there is no reasonable satisfactory alternative,

2.3.3 Contracts where the price of the goods or materials is wholly controlled by government order or otherwise and no reasonably satisfactory alternative is available,

2.3.4 Where the contract is required to maintain continuity of care and support, where a change in provider could potentially be harmful to service users and their families (where the aggregate value of contracts awarded to a single provider does not exceed the relevant FTS threshold),

2.3.5 For other reasons there would be no genuine competition, or where the requirements of competition as required by statute have already been met,

2.3.6 The work to be executed, or the goods or services to be supplied, constitutes an extension to an existing contract or the approval extension of a contract, subject to the original award methodology and subject to the Director deciding that it would not be in the interest of the Council to tender the contract. Extension to a contract should only

be sought if available extension options exist and once appropriate due diligence has been undertaken,

- 2.3.7 The contract is for the execution of work, or the supply of goods or services, certified by the appropriate Director to be required so urgently as to preclude a competitive exercise. The urgency shall only apply to unforeseen and unforeseeable events and not failure to act in a manner which would have permitted a full competitive exercise to take place,
- 2.3.8 The purchase of a named or proprietary product required to be compatible with an existing installation, and,
- 2.3.9 The appropriate Director determines that it would not be in the best interest of the Council to tender the contract due to any other reason, including, but not limited to; the risk associated with not having a contract in place, the risk associated with changing supplier, the overly complex nature of the procurement process or associated product or service. The total value of any contract must be for intermediate contract thresholds or less, and value for money must still be demonstrable.

3.0 ROLES AND RESPONSIBILITIES

- 3.1 The contracting manager is the person responsible for;
 - 3.1.1 Consulting the procurement service, and where appropriate Legal Services, in advance of undertaking procurement activity,
 - 3.1.2 Undertaking the necessary pre-procurement activities and obtaining the necessary approvals,
 - 3.1.3 Agreeing the procurement approach with the Procurement Service, and all documents required within it,
 - 3.1.4 Leading the relevant decision-making process and gaining necessary approvals for awarding the contract, and,

- 3.1.5 Overseeing any contract management arrangements.
- 3.2 The procurement service are the professional experts and are responsible for;
 - 3.2.1 Providing advice, guidance, and support
 - 3.2.2 Advising on, and monitoring, compliance with these rules and relevant legislation,
 - 3.2.3 Administering the process as required, including the use of Frameworks, and,
 - 3.2.4 Undertaking the procurement activity for, and effectively manage, designated corporate contracts.

4.0 PRE-PROCUREMENT

- 4.1 Determine if the procurement activity is needed;
 - 4.1.1 Consider if it can be delivered in a different way (e.g.; shared-service, bring into the council, or use an existing contract) or if it can be decommissioned.
 - 4.1.2 Undertake market engagement or research where beneficial to clarify the requirements and determine the favoured procurement approach.
- 4.2 Inform the Procurement Service as soon as the need for procurement is identified, and ensure sufficient time is given to conduct an appropriate procurement exercise.
- 4.3 Determine the best approach for the specific procurement, seeking advice from the Procurement Service as required, such as;
 - 4.3.1 Open Procurement - where anyone can tender,
 - 4.3.2 Restricted Procurement - where specific suppliers are selected to tender,

- 4.3.3 Competitive Procedure with Negotiation - a selection is made of those who can tender, and open negotiations are then undertaken to seek improved offers,
- 4.3.4 Competitive Dialogue Procedure - a selection is made of those who respond to an advertisement before entering a dialogue with potential bidders, to develop one or more suitable solutions for its requirements and on which chosen bidders will be invited to tender,
- 4.3.5 Innovation Partnership Procedure - a selection is made based on a negotiated approach to invite suppliers to submit ideas to develop innovative works, supplies or services aimed at meeting a need for which there is no suitable existing “product” on the market. The award can be to more than one supplier, or,
- 4.3.6 Frameworks or Dynamic Purchasing Systems.
- 4.4 Consider the opportunity to obtain social value through the contract (see Section 5).
- 4.5 Consider the opportunity to obtain greater interest from local suppliers or small to medium enterprises (SMEs) (see Section 5).
- 4.6 Determine the contract value;
 - 4.6.1 Determine the likely annual cost and multiplying it by the number of years the contract is needed for, and any options to extend, which may be an estimate where this is for a series of transactions for anticipated goods, services or works,
 - 4.6.2 Use a period of 5 years as the contract length where there is no clearly defined end date or contract period,
 - 4.6.3 Add in all associated costs (such as; maintenance, support, or consumables), where these can only be provided by the same supplier, or where it would likely provide reduced overall costs,

- 4.6.4 Consider breaking down larger contracts into defined lots, where they can be provided by one or more suppliers, so increasing the opportunity for more potential suppliers, local suppliers, and small to medium enterprises (SMEs),
- 4.6.5 Ensure that contracts are not disaggregated to avoid these rules, approvals, or legislation,
- 4.6.6 The contract value will identify which threshold is relevant and so the procurement process to follow.
- 4.7 Obtain necessary approvals;
 - 4.7.1 Ensure there is sufficient budget available to meet the commitments of any contract,
 - 4.7.2 Ensure the appropriate approvals processes have been followed and approval has been granted to undertake the procurement exercise (and where necessary, delegation obtained to award the contract).
- 4.8 Ensure all potential issues have been considered;
 - 4.8.1 Discuss potential procurement routes with the procurement service, to ensure the best option is taken to obtain value for money,
 - 4.8.2 Discuss staffing implications of the potential contract, and in particular Transfer of Undertakings (Protection of Employment) regulations (TUPE) are discussed with Human Resources,
 - 4.8.3 Discuss any contracts for external marketing, communications, or web-related services (such as web design) with the communications service,
 - 4.8.4 Discuss any contracts relating to the provision of ICT systems, software, or equipment, with the ICT service,

- 4.8.5 Discuss any contracts relating to equipment or services that have health and safety implications (such as working at height, noise, vibration, etc.) with the health and safety service.
- 4.8.6 Discuss any contracts where there are Information Management or GDPR considerations, with the Data Protection Service.
- 4.8.7 Discuss any contract where there may be implications for our existing insurance cover, with the Insurance Service.

5.0 SOCIAL VALUE

- 5.1 The council is required to consider how the services they commission and procure might improve the economic, social, and environmental well-being of the area.
- 5.2 Before the procurement activity begins, consideration must be given to;
 - 5.2.1 How the proposed procurement activity can improve the economic, social, and environmental wellbeing of the relevant area,
 - 5.2.2 How, in conducting the procurement process, these economic, social, and environmental improvements can be secured, and,
 - 5.2.3 Whether to consult with stakeholders and service users about this.
- 5.3 It is expected that all relevant procurement activities will incorporate social value as part of the tender documentation and assessment criteria, treating it as part of the value for money assessment.
- 5.4 Social value responses within the tenders are expected to be measured and monitored through contract management arrangements.

6.0 PROCUREMENT THRESHOLDS

- 6.1 The thresholds are outlined in the matrix below with a summary of the key requirements within each;

Contract Threshold	Total Contract Value (exclusive of VAT except where highlighted*)	Procurement Route	Advertisement	Approval & Authority to Sign Contract
Very Low	£0 - £4,999	Value for money assessment or single quotation	None required. If requesting a quote this should be done through e-proc.	Budget Manager (Authorised Signatory)
Low	£5,000 - £24,999	2 quotes or tenders, or framework	Contract register	Budget Manager (Authorised Signatory)
Intermediate	£25,000 – FTS** (£213,476*)	3 quotes or tenders, or framework	Contract Register, and Contract Finder	Budget Manager (Operational Decision)
High	FTS** (£213,477*) and above	FTS procedures	Contract Register, Contract Finder, and FTS	Executive Director (Executive Decision)***

** This refers to the Find a Tender Service (FTS) threshold for supplies and services and is applied to all contracts including; concession, works, and light touch regime contracts. FTS thresholds are reviewed every two years and are inclusive of VAT. There are separate thresholds for Works and Concession Contracts (£5,336,937), as well as for the Light Touch Regime for Health and Social Services (£663,540).

*** For contract valued of £200,000 (net VAT) and above, a Delegated Executive Decision (DED) is required, while for contract values of £500,000 (net VAT) and above, a Cabinet Decision will be required as this will be a Key Decision.

7.0 CONTRACT PROCEDURES (FOR ALL PROCUREMENTS)

7.1 Where possible, goods, services, or works, should be obtained from existing contracts or arrangements, including;

7.1.1 Our own services,

7.1.2 Established contracts,

7.1.3 Existing dynamic procurement systems (DPSs) and e-procurement systems (EPROC), and frameworks, or,

- 7.1.4 Public sector purchasing consortia (frameworks) where the council is a member, or has access, such as Yorkshire Purchasing Organisation (YPO).
- 7.2 Where appropriate, a specification should be created that will form the basis of the contract, and should consider all relevant impact assessments, such as; equalities, sustainability, and health and safety.
- 7.3 Where appropriate, performance indicators or quality standards should be included in the contract documentation as these will be used to monitor the success of the contract.
- 7.4 Where possible e-tendering platform should be used.
- 7.5 Undertake an assessment of the risks associated with the contract, and where this is deemed high, maintain a risk register for the contract. The risk assessment should include;
 - 7.5.1 The impact and severity of the contract failing,
 - 7.5.2 The ease of replacing the supplier,
 - 7.5.3 The reputational risk of poor contract performance
 - 7.5.4 The risk of the contract to our local economy and supply chain.

8.0 CONTRACT PROCEDURES (VERY LOW VALUE)

- 8.1 For very low value procurements (below £5,000) it is preferred that existing corporate contracts, frameworks, or suppliers are used where possible.
- 8.2 Where this is not possible, 'value for money' must be obtained either through;
 - 8.2.1 A comparison of prices from several sources (this can include sales brochures, the internet, etc.),
 - 8.2.2 Obtaining informal quotes,
 - 8.2.3 Benchmarking prices with other organisations,

8.2.4 Comparing prices to those previously paid, or,

8.2.5 Obtaining a professional perspective on the value for money of the proposed price.

8.3 Value for money must be obtained and sufficient evidence retained to demonstrate this.

9.0 CONTRACT PROCEDURES (LOW VALUE)

9.1 For low value procurements (from £5,000 to £24,999) it is preferred that existing corporate contracts, frameworks, or suppliers are used where possible.

9.2 Where corporate contracts or frameworks cannot be used, or do not provide value for money, two separate quotes or tenders should be sought.

9.3 Where two quotes or tenders are sought but less than two are received, more quotes or tenders can be sought unless there is sufficient information to establish value for money and award the contract.

9.4 A clear specification of requirements should be produced regardless of the procurement process selected.

9.5 The invitation to quote or tender shall specify the supplies, services, or works to be provided and outline the terms and conditions of contract including the terms of payment.

9.6 All documentation must be retained in line with Procurement Records and Information Management (Section 21).

9.7 The procurement must be added to the Contract Register.

10.0 CONTRACT PROCEDURES (INTERMEDIATE VALUE)

10.1 For intermediate value procurements (from £25,000 to the FTS threshold) existing corporate contracts or frameworks can be used.

- 10.2 Where corporate contracts or frameworks cannot be used, or do not provide value for money, three separate quotes or tenders should be sought.
- 10.3 Where three quotes or tenders are sought but less than three are received, more quotes or tenders can be sought unless there is sufficient information to establish value for money and award the contract.
- 10.4 A clear specification of requirements should be produced regardless of the procurement process selected.
- 10.5 The invitation to quote or tender shall specify the supplies, services, or works to be provided and outline the terms and conditions of contract including the terms of payment.
- 10.6 The procurement must be advertised on, and contract award added to the Government's Tender Portal (Contract Finder).
- 10.7 An Operational Decision will be needed to award the contract.
- 10.8 All documentation must be retained in line with Procurement Records and Information Management (Section 21).
- 10.9 The procurement must be added to the Contract Register.

11.0 CONTRACT PROCEDURES (HIGH VALUE)

- 11.1 For high value procurements (contract above the FTS threshold) existing corporate contracts or frameworks can be used.
- 11.2 Where corporate contracts or frameworks cannot be used, or do not provide value for money, then Procurement should be contacted to discuss and agree an appropriate FTS compliant process such as, Open Procurement, Restricted, Competitive Dialogue or Innovation Partnership.
- 11.3 A clear specification of requirements should be produced regardless of the procurement process selected.

- 11.4 The invitation to quote or tender shall specify the supplies, services, or works to be provided and outline the terms and conditions of contract including the terms of payment.
- 11.5 The procurement must be advertised on, and contract award added to the Government's Tender Portal (Contract Finder) and FTS (Find a Tender Service).
- 11.6 Consideration should be given to advertisement of the procurement in other appropriate media, such as professional journals.
- 11.7 An Executive Decision will be needed to award the contract up to £500,000, and Cabinet Approval required for contracts above this amount. It should be noted that delegation to award the contract should be obtained when obtaining approval to allocate the budget or undertake the procurement exercise.
- 11.8 All documentation must be retained in line with Procurement Records and Information Management (Section 21).
- 11.9 The procurement must be added to the Contract Register.

12.0 RECEIPT AND ASSESSMENT OF TENDERS

- 12.1 All tender documents must be issued through the e-procurement platform.
- 12.2 All tenders will be opened by Democratic Services.
- 12.3 Late tenders may be opened if no other tender for that contract has been opened and there is an acceptable explanation for late delivery of the tender. The tenderer will be informed where a late tender is not to be considered.
- 12.4 All tenders should be anonymous until formal receipt and opening has been undertaken in accordance with the rules established above.
- 12.5 Tenders received for contracts will be evaluated in accordance with the regulations related to the procurement exercise and the agreed and shared

evaluation criteria. Evaluation criteria cannot be subsequently applied where it was not included in the tender information.

12.6 The evaluation panel will discuss their individual scores with a view to reaching agreement on a final score and justifying comments. Where agreement cannot be reached a moderation matrix should be agreed and maintained showing all individual scores and the moderated score.

12.7 Due diligence must be undertaken as part of the tender assessment, which will be proportionate to the contract value and risk, and may include;

12.7.1 The supplier's economic and financial standing,

12.7.2 Insurance and indemnity levels,

12.7.3 Technical and professional ability

12.7.4 The supplier's performance in respect of recent contracts providing similar works services and supplies,

12.7.5 The educational and professional qualifications of the supplier and/or its managerial staff or those providing the services or managing the work, and,

12.7.6 Quality management systems in respect of human resources, health and safety, and environmental considerations.

13.0 ERRORS, CLARIFICATIONS, AND COMMUNICATION WITH BIDDERS

13.1 All communications, including clarification questions, with bidders during procurement process must be conducted via the secure messaging service which forms part of the e-tendering system or, if not possible, through email to all bidders.

13.2 Verbal communication should not be carried out except to provide instruction on using the e-tendering system or in exceptional circumstances and preferably in the presence of a member of the procurement service.

13.3 Where a tender has an error or discrepancy which may affect the tender figures, the tenderer shall be given details of the error or discrepancy and be offered an opportunity to confirm or withdraw the offer. If the tender is to be amended in any other way, this must be approved by the procurement service and details recorded in the decision notice accepting the tender. If the tenderer withdraws, the remaining tenders shall be considered for acceptance in the normal manner.

13.4 Should a supplier elect to amend their offer and the revised tender submission is no longer the highest ranked score, the offer by the (previously) second highest ranked bidder should be examined based on the same rules and a decision made on which to award to.

14.0 COLLUSION IN THE TENDER PROCESS

14.1 Bidders must confirm in their tenders that they are submitting a bona fide tender and include an anti-collusion statement.

14.2 If anti-competitive activity is suspected, it must be raised with the procurement service.

15.0 AWARDING A CONTRACT

15.1 The Council shall only award a contract where it meets the defined award criteria, this being either;

15.1.1 It represents the Most Economically Advantageous Tender (MEAT),

15.1.2 It is the lowest price, or,

15.1.3 It is the highest (where payment is to be made to the Council).

15.2 Contracts will only be awarded to suppliers who pass the required 'due diligence' checks, including obligations under Money Laundering Legislation.

15.3 Acceptance shall be in writing by the appropriate officer.

15.4 A debriefing shall be provided to unsuccessful bidders on written request.

- 15.5 A contract award notice will be published, where required.
- 15.6 Contracts shall not be formalised until any 'Alcatel' or 'standstill' period has been observed.
- 15.7 The council will look to use its own Terms and Conditions. Where this is not appropriate, any proposed contract terms should be included within the tender documentation, and these, along with any final contract, must be reviewed and agreed by Legal Services, including those issued when using a Framework or when working with a Grant Funding Body.
- 15.8 Where there is an urgent need for the execution of works, or the supply of goods, materials, or services, which does not permit time for the execution of a written contract, then a contract must be put into writing as soon as practicable.
- 15.9 Contracts shall be under seal where they have a value over £1m, and;
- 15.9.1 The contract is such that Legal Services consider that the extended limitation period of 12 years would be of value, or,
- 15.9.2 Where it is required by statute, or an external funding body, that it is executed under seal, or,
- 15.9.3 Where the price paid, or received, under the contract does not reflect the value of the good, services or works, or,
- 15.9.4 Where the contract relates to construction or works.
- 15.10 Contracts must be signed by both parties, which can be done using e-signatures where possible and in line with appropriate legislation and regulation.
- 15.11 A final copy of the signed contract must be retained in line with Section 21, Procurement Records, and Information Management.

16.0 NON-COMPLIANCE

- 16.1 Proceeding with a non-compliant procurement without the appropriate approvals will be the responsibility of the contracting manager.
- 16.2 All non-compliance with these rules will be noted and reported on by the Procurement Service.
- 16.3 Serious breaches can lead to disciplinary or legal action.

17.0 FRAMEWORK AGREEMENTS AND PUBLIC BUYING CONSORTIA

- 17.1 The council promotes the use of Framework Agreements and Public Buying Consortia wherever possible, albeit there is often a nominal fee for using such services.
- 17.2 The use of such procurement routes replaces the need to run a separate procurement activity but does not replace any other element of these rules.
- 17.3 Procurement undertaken through these routes must use the prescribed processes and procedures of the Framework or Public Buying Consortia.
- 17.4 The letting of Framework Agreements should comply with the requirements of relevant regulations.

18.0 E-AUCTIONS AND DYNAMIC PURCHASING SYSTEMS

- 18.1 The council promotes the use of e-auctions and dynamic purchasing systems (DPS), where they are of benefit and comply with all relevant regulations.
- 18.2 All potential suppliers must complete all 'due diligence' to be able to offer services through e-auctions or DPS.
- 18.3 All submissions must still be evaluated against the agreed award criteria.
- 18.4 E-auctions cannot be used for procuring services that will be directly provided to service users.

19.0 PROCEDURES FOR THE PROCUREMENT OF CARE SERVICES AND EDUCATION

- 19.1 It is recognised that either because of service user choice, or the nature of the market for specialist placements, that competitive procurement processes are not possible for some types of care contracts, including (but not limited to);
 - 19.1.1 Residential Care,
 - 19.1.2 Supported Living Schemes
 - 19.1.3 Social Care Frameworks (such as Foster Care Placements), and,
 - 19.1.4 Educational Services.
- 19.2 The procurement or commissioning of care services should still ensure value for money is obtained.
- 19.3 Contracts for care services can be awarded without competition where approval is obtained from the relevant Executive Director or Director, and;
 - 19.3.1 A placement is sought for an individual with a care provider of their choice, or,
 - 19.3.2 The particular needs of an individual (either adult or child) require a particular social care package or SEN.
- 19.4 The decision-process concerning where an individual is placed should involve more than one person and the process, together with the names of the officers concerned, and reasons for the choice of provider, should be evidenced in the individual's case records.

20.0 CONTRACT MANAGEMENT, EXTENSION, VARIATION AND NOVATION

- 20.1 All contracts must be managed by the service responsible for them through the identification of an officer who will act as contract manager.

- 20.2 For higher value and more complex agreements, a contract management plan should be created.
- 20.3 Reporting and monitoring processes appropriate to the size and nature of the contract must be put in place to ensure that all obligations are fulfilled by the contracted parties.
- 20.4 Where the obligations are not being fulfilled, the contract manager should use the relevant clauses within the contract to rectify the issues or terminate the contract.
- 20.5 Contracts may only be varied to implement minor changes either increasing or decreasing the service and for services of a similar nature. As an example, minor changes can be seen as 10% of the overall contract value.
- 20.6 Contracts should only be extended if options for extensions were included in the original contract. If there are no such provisions then an Exemption will be required (see Section 2)
- 20.7 Contract variations and extensions must follow the appropriate authorisation processes.
- 20.8 If the value of the original contract plus the sum of any extension or variation exceeds the original thresholds, then a different procurement process should have been used and so an Exemption will need to be requested (see Section 2).
- 20.9 Contract can be novated to another supplier where the provision is outlined within the terms and conditions of the contract, or in the event of succession due to the initial provider undertaking a corporate restructuring (including; takeover, merger, acquisition, or insolvency). The new provider must fulfil the requirements of the original contract. Legal Services should be engaged to support the process.
- 20.10 Before the end of the contract term, plans should be made to undertake a new procurement where needed, and to manage any transfer of responsibilities, equipment, or data, to another provider or back to the

council. It is important that sufficient time is available to undertake the exercise and potentially transfer to another supplier.

21.0 PROCUREMENT RECORDS AND INFORMATION MANAGEMENT

- 21.1 Procurement documents relating to successful tenders, quotations, and contracts, must be retained for 6 years from the completion or expiry of the contract unless they are awarded under seal.
- 21.2 Contracts awarded under seal must be kept for 12 years from the date of final delivery or completion or expiry of the contract.
- 21.3 Documents relating to unsuccessful tenders must be retained for 12 months from contract award but can be disposed of after this time if there is no dispute about the award.
- 21.4 Documents should be held in electronic format wherever possible, and include;
 - 21.4.1 A copy of the specification,
 - 21.4.2 All quotations or tenders,
 - 21.4.3 A copy of the evaluation process, records, and reasons for the decision as to the acceptance or rejection of a supplier's quotation or tender,
 - 21.4.4 The award letter,
 - 21.4.5 A signed copy of the final contract,
 - 21.4.6 Ongoing review and monitoring documentation,
 - 21.4.7 Appropriate records of any decisions, and,
 - 21.4.8 The Contract Register Reference Number (where applicable).
- 21.5 The council must maintain fairness and transparency, and so, in line with the relevant legislation and regulation, will maintain a contract register and publicise tender opportunities on relevant platforms.

22.0 EQUALITY AND MODERN SLAVERY

- 22.1 The Council must comply with its duties under equalities legislation, and consider equality and diversity when procuring goods, works, or services from external providers.
- 22.2 An Equality Impact Assessment must be undertaken on the proposed contract prior to the tender being issued, except where such an assessment would not be relevant.
- 22.3 The Council's Procurement Equality Standard requires all suppliers to operate at a minimum standard with regards to Equality.
- 22.4 Where relevant, the supplier may be required to report on Equality as part of contract management arrangements.
- 22.5 The council must comply with its duties regarding Modern Slavery.
- 22.6 The council will expect suppliers to comply with the Modern Slavery Act and any relevant policies, and disclose any investigations, offences, or prosecutions, under the Modern Slavery Act by them or their supply chain.