**Specification**

**Procurement Support Service**

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1. Introduction (to Authorities)

South Derbyshire District Council (SDDC)

* 1. South Derbyshire District Council Authority area is located in the centre of England, and covers an area of 112 square miles, adjoining the City of Derby to the north, Burton on Trent to the west, and Ashby-de-la-Zouch to the east. It includes the rolling countryside to be found in the valleys of the Rivers Trent and Dove, with historic settlements, including Melbourne, Ticknall, and Repton, and the market town of Swadlincote. South Derbyshire offers a mixture of well-developed urban areas and historic rural settlements. A significant part of the district is rural, containing a third of The National Forest, which attracts visitors and people seeking relaxation or a good work-life balance.
  2. South Derbyshire is a thriving, attractive place to live, work and visit. It has been transformed during the past few decades from a clay and mining area to a successful District that serves as home to more than 100,000 people. Its natural features combine with historic sites and modern community and leisure facilities, to provide places and activities for residents and visitors alike to enjoy in their spare time. South Derbyshire boasts 3,500 business enterprises, among them international names JCB, Nestle and Toyota Motor Manufacturing UK. The wide range of employment opportunities means unemployment is very low in the district. Working with our partners to keep crime and anti-social behaviour to a minimum has cemented South Derbyshire’s reputation as one of the safest places to live in the county.
  3. South Derbyshire District Council has 7 values that represent how we want services to be delivered and are embedded into everything we do.
* Working together: Working as a team to serve our residents.
* Accountability: Taking ownership of the services that we deliver.
* Respect: We value and listen to each other.
* Fairness: Offering equal opportunities for all.
* Being Responsive: We have a ‘can do’ attitude and respond
* to the needs of others quickly, positively and appropriately.
* Innovative: Looking for new solutions.
* Excellence: Delivering our services to the
* highest possible standards
  1. We have four key priorities detailed in our [Corporate Plan](https://www.southderbyshire.gov.uk/about-us/the-council-plan-2024-2028) that sets out our vision for the next four years. Transforming our Council is key, ensuring we have the right resources and skills, whilst utilising technology and data to drive and continue improvements in the delivery of services.

North West Leicestershire District Council (NWLDC)

* 1. North West Leicestershire is a semi-rural district with a population of approximately 104,705. Most people live in the district’s two main towns around 37,800 in Coalville and 15,100 in Ashby de la Zouch. Around the district are a handful of large villages (Castle Donington, Kegworth, Ibstock and Measham) and numerous smaller villages.
  2. North West Leicestershire is one of the fastest growing economies in the East Midlands and sits at the axis of the Midlands, strategically located 25 miles from Birmingham, Derby, Leicester and Nottingham and at the centre of the national transport network. As of 2018, 52 of the top 200 Leicester and Leicestershire businesses are based in North West Leicestershire representing variety of sectors.
  3. The district has a balanced and diverse economy with a much lower reliance on the public sector (such as health and public administration) than regionally and nationally. Our unemployment rate is 3.3% compared to a national average of 4.3% with key employment sectors being wholesale and retail trade, transport and storage, manufacturing and professional, scientific and technical activities.
  4. NWLDC has 5 values that represent how we want services to be delivered and are embedded into everything we do.
* Excellence: We will always work to be the best that we can be.
* Trust: We are honest, fair and transparent and we value trust.
* Respect: We respect each other and our customers in a diverse, professional and supportive environment.
* Pride: We are proud of the role we play in making North West Leicestershire a happy, healthy and vibrant place to live and work.
* Growth: We will work together to grow and continually improve
  1. As close neighbours and similar sized authorities, SDDC and NWLDC seek to work together where possible, to deliver our services to the community. Both councils have experienced difficulties in securing and managing effective procurement and contract management services internally. We have identified Procurement as an area where we can:
* align requirements and share best practice for processes, procedures, and documentation.
* build on the existing service synergies and further align services, thereby, adding resilience, enhancing expertise; and, leveraging competitive advantage through shared procurement for both councils.
* jointly commission a contract for the delivery of procurement support contract.

1. Background to the requirement
   1. South Derbyshire District Council (SDDC) is a local authority with circa 380 employees and annual contractual spend of approx. £10 million.
   2. North West Leicestershire District Council (NWLDC) is our close neighbour with circa 530 employees and an annual contractual spend of £18 million.
   3. Procurement is the process that all councils use to acquire goods, works and services. As local Authorities, we are subject to regulations (Public Contract Regulations (PCR2015 and The Procurement Act 2023) at national level, and individual Local Authority spending rules (Contract Procedure Rules, CPR’s) which we are required to adhere to when we are spending public money.
   4. Responsibility for Procurement and Contracts sits with the individual directorates and departments within each of the Authorities.
   5. Currently, SDDC sources external procurement support from a shared service provider, who provide strategic and regulatory advice, a procurement portal, and day to operational support for contract and procurement activities.
   6. This support contract is expiring in September 2024 and the Council is keen to competitively test the market for the provision of this service going forward.
   7. SDDC has also secured funding for a newly created procurement role internally. It is expected that the postholder will commence alongside a new procurement support services contract and will have the responsibility for oversight of procurement and contracting activities and for managing the contracted procurement support services.
   8. Over the past two years, NWLDC has engaged external consultants to manage daily procurement operations, emphasising adherence to compliance standards. Funding has been secured to maintain an internal advisory role for procurement, and NWLDC is now seeking to augment this advisory oversight role with structured, contracted, procurement support service.
   9. We contract with a variety of organisations including small to medium-sized enterprises (SME), large organisations, micro businesses, other public bodies, charities and third sector organisations. There are many benefits of working with local Authorities, as we strive to be fair, non-discriminatory, professional and are prompt to pay. We procure a broad range of services and supplies from contracted suppliers, such as, delivery of leisure services, new construction contracts, housing maintenance and repairs, waste services, IT and professional services, and environmental services. The table below include examples of the categories of expenditure across the authorities.

|  |  |  |
| --- | --- | --- |
| Leisure and Culture Housing  Car Parks  Regeneration  Economic Development Planning and Building regulations | * Communications * HR Services * Corporate and Community Facilities management * Waste Collection and Recycling * Environmental Health Protection * Pest Control | * Public toilets * Electoral services * Cemeteries * Information Technology * Corporate Landlord * Accommodation for Homelessness |

1. Scope
   1. The Authorities require an end-to-end procurement support service for all procurement and contracting activities to ensure compliance with UK regulations, and the individual contract procedure rules for each Authority.
   2. The Supplier will provide expert pre procurement, market assessment, commercial strategy, tendering advice and support by combining the strength of their public sector procurement expertise, and local authority contracted services knowledge, to help achieve our goals for integration, collaboration and efficiencies, whilst navigating the required regulatory frameworks.
   3. The Supplier will provide a “turn-key” service for planned and ad-hoc procurement activities, providing access to expert procurement and commercial knowledge, strategies and support, with provision of an e-procurement/e-tendering portal for PCR2015, The Procurement Act 2023 and future legislation compliant tendering.
   4. The aim is to establish robust standardised procurement processes and procedures, with standardised documentation, whilst adding resource capacity and resilience to each authority, thereby enhancing the overall procurement framework within the organisations.
2. Contract Information
   1. The contract will be divided into Lots:
   2. Lot 1 South Derbyshire District Council Procurement Support Service
   3. Lot 2 North West Leicestershire District Council Procurement Support Service
   4. Suppliers can tender for one or both Lots.
   5. There will be an individual contract for each authority, with its own dedicated workplans and billing procedures. These procedures will be finalised during contract finalisation and mobilisation.
   6. The anticipated start date for the provision of Services for each Lot is 1st October 2024.
   7. The initial contract period will be for three years, (36 Months) with the option to extend for a further, two one-year (12 Month) periods. The maximum contract period being five years (60 Months).
   8. The Authority will be required to give the supplier 90 days’ notice of its intention to extend the contract for a specified, 12- or 24-month period.
   9. Options to extend will be dependent on satisfactory performance of the contract by the supplier.
   10. Prices will be fixed for a period of 24 months following the contract commencement date. After this, prices can only be adjusted on each subsequent contract anniversary. (Review Date).
   11. The Supplier shall give the buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase or vary the contract. If the Supplier does not give notice in time, then it will only be able to request an increase prior to the next Review Date.
   12. The charges or contracted services can only be changed by agreement in writing between the Buyer and the Supplier because of:
       * + Indexation
         + Material changes in requirements
         + Material Change in Regulations (excluding the Procurement regulations due to come into force in October 2024
   13. Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:
       * + no further action being taken; or
         + a request to change this agreement by the Authority; or
         + a recommendation to change this agreement by the Supplier.
3. Interdependencies/Constraints
   1. The Rules and Regulations we follow

All councils are required to follow detailed procedures and legal timescales for all procurements above certain financial thresholds, and these can be found in the [Public Contract Regulations 2015.](https://www.legislation.gov.uk/uksi/2015/102/contents/made)

The current financial thresholds can be found at: [PPN11/23](https://www.gov.uk/government/publications/ppn-1123-new-thresholds/procurement-policy-note-1123-new-thresholds-html)

* 1. Internal Procurement Rules –

[SDDC](https://www.southderbyshire.gov.uk/assets/attach/11321/Procurement-Strategy-Framework-2020-2024.pdf) Procurement Strategy can be found on the councils’ website.

[Constitution of North West Leicestershire District Council 2023.pdf (nwleics.gov.uk)](https://www.nwleics.gov.uk/files/documents/constitution_of_north_west_leicestershire_2023/Constitution%20of%20North%20West%20Leicestershire%20District%20Council%202023.pdf)

* 1. Contract Procedure Rules (CPR’s)

These are Council internal rules and procedures for procurement and reflect the requirements of the Public Contract Regulations 2015 and form part of Councils’ constitutions. Their purpose is to:

* Provide an auditable framework to councils for their procurement activities;
* Help councils to obtain value for money so that they in turn can provide value for money services to the public;
* Incorporate best practice, and
* Ensure councils comply with law governing the spending of public money

A copy of SDDC contract procedure rules is included at Annex A of this specification

A copy of NWLDC contract procedure rules is included at Annex B of this specification

* 1. Transparency Code and Freedom of Information Act (FOI)

The FOI Act came into force on 2005. The act establishes a right of access to all recorded information held by a public authority, subject to some exemptions. The Local Transparency Code 2015 requires that each council, on a quarterly basis, publishes on its website, details of contracts awarded with a value of £500 or more. This means that the name of a supplier will be published together with a brief description of the contract, the contract start and end date, and the value of the contract. It does not mean that the commercial details of the contract will be published.

Should we receive a Freedom of Information request it is expected that any of our suppliers will co-operate with the Council in their obligations to disclose information under the FOI Act.

When submitting a tender for a contract all suppliers are required to declare any parts of the bid that are confidential and commercially sensitive that should not be disclosed under the Act, as an example this may include the pricing information submitted or any innovative ways of working.

* 1. Social Value Act

Under this Act, councils have the obligation to consider social value in procurement decisions to ensure that services, goods or work contracts not only provide value for money but also added benefits to improve the economic, social and environmental well-being of the area. More information on the Social Value Act can be found here: [Social Value Act](https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources#:~:text=1.-,Legislation,social%2C%20economic%20and%20environmental%20benefits.)

* 1. [The Procurement Regulations 2024](https://www.legislation.gov.uk/ukdsi/2024/9780348259728/contents).

This comes into force in October 2024. The legislation introduces wide reaching changes to the current regulatory regime and will require all contracting authorities to ensure the new regime is followed for all in scope procurement activity from October 2024.

* 1. Data Protection Act (DPA) 2018 and General Data Protection Regulation (GDPR)

The Data Protection Act 2018 and General Data Protection Regulations are pieces of legislation that govern all public and private organisations that process personal data. As a supplier you need to understand how data protection legislation impacts on the goods and services you provide. You can read more on the Information Commissioner's Office guide here: <https://ico.org.uk/for-organisations/guide-to-data-protection/>

Service standards

the Supplier shall provide the Services, with reasonable skill and care and in accordance with the best practice prevailing in the procurement industry from time to time;

* + in all respects in accordance with the Authoritys’ policies in force from time to time; and
  + in accordance with all relevant legislation including but not limited to
  + Social Value Act 2012
  + Pubic Contracts Regulations 2015
  + The procurement regulations 2024
  + Local Government Transparency Code 2014
  + CDM Regulations (Construction (Design and Management) Regulations 2015)
  + SDDC Environmental Policies and Procedures

Workplans

* 1. The successful Supplier will be responsible for liaising with SDDC and NWLDC officers to establish an annual procurement plan for each Authority to ensure that all procurement needs of both organisations are logged and tracked.
  2. All activities will be driven by the annual Workplan for each Authority which forms the framework of activities undertaken by the supplier and is to be the basis for the annual pricing mechanism.
  3. The Work Plans shall be agreed annually by the parties' Authorised Representatives in each year
  4. The Work listed in the Work Plans may change or be updated during each year for reasons including but not limited to:
  + changes in budget allocation (including budgets being withdrawn,
  + grant funding being secured,
  + requirements to obtain internal or external approval prior to matters listed on the Work Plan proceeding
  + obligations to carry out or commission unplanned or unforeseen works or services)
  1. Where Work Plan changes are required, the Supplier and Authority, will review and update the Work Plan on a quarterly basis and agree necessary changes.
  2. No additional charges will be accepted by the Authority without prior acceptance and agreement in writing by both parties and the supplier should advise of any likely change to agreed charges prior to implementing material changes to the workplan.
  3. Draft plans for the following year (contract anniversary) will be produced in June of each year of the contract, with a final plan signed off by the end of August each year of the contract by Authority for mobilisation by the supplier.
  4. The supplier will also be required to fulfil ad hoc support requirements under the contract, for both under and over threshold procurement activities as required.
  5. Current pipeline workplans for SDDC and NWLDC are included at Annex C and Annex D of this specification.

1. The Requirements
   1. The Supplier will provide the necessary expertise and understanding of public sector procurement and contracting, as well as local authority governance protocols and procedures.
   2. The Supplier will provide day to day operational support for each Authority with dedicated staff and a wider team to provide resilience for absence.
   3. The Supplier will provide an e-tendering system for which all procurement activity is managed and recorded (including below threshold activity). The system will be capable of compliance with the transparency regime and new notice requirements under the Procurement Regulations 2024.
   4. Each Authority will have access to the system for reporting, audit and scrutiny purposes with at least 1 administrator licence for each authority.
   5. All changes and upgrades to the e-tendering system are managed by the Supplier, at no cost to the Authority (excluding any additional requests from the authority involving changes to the system that result in a cost to the supplier and were not previously included in the contract)
   6. Should the Authority wish to license their own version of the e-tendering system then this will be subject to direct liaison with the provider.
   7. The Supplier will provide day to day Operational Support for all procurement and contracting activities including but not limited to:

* Support and guidance on all procurement activities,
* Providing advice on all procurement regardless of value
* Publishing of all mandatory and non-mandatory notices
* Selecting the most appropriate procurement route(s) to deliver on priorities having regard to all relevant legal matters including local policy.
* Using contacts within other authorities to develop common approaches to similar procurements on a 'Do Once and Share' principle to maximize efficiencies, price and quality requirements
* The provision of pre-procurement support and advice
* Providing verbal and written advice
* Support with market research, providing options, and recommendations, for appropriate routes to the market, including soft market testing exercises
* Undertaking soft market testing and benchmarking, and supporting “meet the supplier” events
* Supporting and advising on Direct Awards and Mini Competitions via frameworks and DPS,
* Supporting and advising on RFQ’s and Tenders – below and above the designated thresholds.
* Advice on timetables and relevant procedures and protocols
* Providing template documents for all phase of the procurement cycle and providing support to ensure that the competed document sets are compliant and suitable for use.
* Supporting and advising lead officers on the development of Service Specifications and advising on best practice
* Provision of a “specification library” for commonly procured goods and services within Local Authority Settings
* Review and risk assess developed specifications for compliance and quality and fitness for purpose providing risk assessment advice to reduce or eliminate identified risks.
* Advising and assisting with development of commercial/pricing models for procurements
* Advising on evaluation criteria and scoring matrices for evaluation models
* Assisting/co-ordinating the evaluation process
* Advising and assisting with development of performance monitoring and KPI requirements
* Advising on contractual terms and conditions utilising relevant Contract Terms and Conditions, in consultation with Authority legal teams and supporting pre tender drafting of the contract
* Support in coordinating finalisation of contractual documents with Legal services
* Completing and publishing developed tender documentation
* Advertising of tender opportunities and utilising e tendering Systems
* Undertaking the agreed procurement process within performance timescales
* Managing the clarification process during live procurements
* Evaluation Support – due diligence checks and preparation of tender evaluation documentation and completion of scoring matrix
* Organising supplier presentations and clarifications
* Management and support of evaluation moderation processes
* Presiding over/assisting with the award process
* Providing comprehensive feedback to unsuccessful bidders and liaising with Authority legal teams regarding any contentious matters
* Managing and supporting the contract finalisation process and co-ordination of contract execution between the authority and the suppliers
* Managing and maintaining the recording of information to be used in the contracts register
* Managing and maintaining a Contracts Schedule and updating the Contracts Register
* Managing and maintaining the Authority rules and procedures for waivers and exemptions and updating and maintaining the “waivers and exemptions register” to enable reporting to council committees and audit services.
* Performance reporting, Authority and service wide and project specific
* Maintain records and status of all procurement and contracts activity and tender processes for audit trail purposes
* Support the development and delivery of new procurement strategy and contract procedure rules
* Engaging with the Authority's senior teams to forward plan for contract renewals and re­ procurements
* Compliance with the Authority's audit requirements
* Provide written information within designated timescales to allow the Authority to respond to FOl’s. .

For the clarity the simple chart at Annex E provides an overview of the procurement processes and clearly designates who is responsible for each area of activity. Where shared responsibility is indicated the Supplier will take a lead role in delivery of the activity.

1. Additional Support Service Provision
   1. Procurement Strategy: Deliver a comprehensive procurement strategy that aligns with the Authority objectives and regulatory requirements.
   2. Supplier Evaluation: Provide a detailed process for evaluating potential suppliers, including criteria for assessing their financial stability, quality of goods/services, and ability to meet delivery timelines.
   3. Contract Management Plan: Develop a plan for managing contracts with suppliers, including processes for monitoring performance, handling disputes, and renewing or terminating contracts.
   4. Risk Management Plan: Identify potential risks in the procurement process and propose strategies to mitigate them.
   5. Training: Provide training to authority staff on the procurement process and any new systems or procedures that are implemented
   6. Performance Reports: Regularly report on the performance of the procurement process, using the agreed-upon Key Performance Indicators (KPIs). And management information requirements.
   7. Savings Report: Provide a report detailing the savings achieved through the procurement process.
   8. Sustainability and Social Value Goals: If applicable, deliver a plan for achieving the local authority’s sustainability and social value goals through the procurement process.
   9. Continuous Improvement Plan: Propose a plan for continuously improving the procurement process, based on performance data and feedback from stakeholders.
   10. Flexible procurement team to provide system resilience and continuity of supply including agility in meeting changing priorities and deadlines.
   11. Demonstrable Procurement team competencies skills, knowledge and experience aligned to Authority complex contracting needs e.g. Housing Services, Waste Services, Environmental Service, Planning Services, Democratic services, ICT Services, Utilities etc.
   12. Reviewing work plans, and projects with Authority to ensure most appropriate procurement options are identified to meet priorities including both price and quality as required.
   13. Access to legal advice as may be identified for matters beyond procurement compliant process and established contract terms and conditions.
   14. Maintaining awareness of legislative changes and leading on providing appropriate advice and application including training and updating Authority and lead officers.
   15. Officer training on a variety of procurement areas including:

* Introduction to public sector procurement
* PCR 2015
* The procurement Regulations 2024
* Transparency
* Standard Documents
* Procurement Procedures
* Contract management
  1. Working to agreed performance standards.
  2. Compliance with policy and corporate governance

1. Key Milestones and deliverables

The key milestones and deliverables that are critical to the fulfilment of the Contract are detailed in the table below.

Additional performance measures are detailed at section 25.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ref | Service Level Performance Criterion | Key Indicator | Service Level Performance Measure | Start period for measurement | End period for measurement` |
| KPI 1 | Critical Service Level Failure | Contract Mobilisation | Provide a Contract Mobilisation plan | contract start date | 7 working days from contract start date |
| KPI 2 | Critical Service Level Failure | Authority Procurement Strategy | Supports the development of a Procurement Strategy | contract start date | 6 Calendar months from contract start date |
| KPI 3 | Critical Service Level Failure | Contract Management standard process | Undertakes a review and supports the development and implementation of a contract management standard process for all contracts | contract start date | 6 Calendar months from contract start date |
| KPI 4 | Critical Service Level Failure | Procurement Training Plan | Provides a plan for delivery of bite sized training sessions for procurement and contracting processes, commercial skills, standard documentation, evaluations and contract management training to key stakeholders of authority. | contract start date | 3 Calendar months from contract start date |
| KPI 5 | Critical Service Level Failure | Procurement Training Delivery | Delivery of the Procurement Training sessions to all identified stakeholders | 3 calendar months from contract start date | 18 Calendar months from contract start date |
| KPI 6 | Service Level Failure | Authority Contract Spend Analysis | Analysis of current contracts/supplier spend to identify potential areas of collaboration to leverage efficiency and/or procurement savings. | contract start date | 12 months from contract start date then annually |

1. Management Information
   1. To enable the Authority to understand its procurement and contract related activity, the Supplier will be required to provide detailed management information on activities undertaken on its behalf.
   2. The Supplier will be required to provide monthly, quarterly and annual reports as detailed at Annex F Management information
2. Social value report

The Supplier will be required to understand the Authority’s requirements for Social Value and advise what measures they will put in place to improve the social and economic wellbeing of the Authority area.

1. Implementation
   1. Services need to start 1st October 2024. The Supplier will need to submit a daft implementation and mobilisation plan as part of their tender submission. This will be refined and finalised within seven days of the contract start date.
2. Activity/Volumes

To assist Suppliers with developing their commercial offers, SDDC has provide historical activity in relation to its procurement and contracts activity over the last 5 years in the table below. (This has also been provided as separate Annex, S7 for convenience).

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** |  |  |
| Historical Activity SDDC |  |  | **Change to Atamis** |  |  |  |  | SDDC Comments |
| **Information Category** |  |  |  |  |  |  | **Total** |  |
| No of Pins Published | 0 | 0 | 0 | 0 | 1 | 1 | 2 |  |
| No of RFQ's published (under 25K) (Atamis,) | 8 | 10 | 7 | 11 | 7 | 5 | 48 | 122 in total |
| No of tenders published (over 25k) (Atamis, Contracts finder, FTS etc) | 12 | 15 | 12 | 12 | 15 | 8 | 74 | 122 in total |
| No of tenders published over FTS Threshold |  |  |  |  |  |  | 17 |  |
| No of award notices published | 20 | 15 | 20 | 20 | 25 | 14 | 114 |  |
| No of tenders not awarded | 1 | 0 | 0 | 1 | 1 | 0 | 3 |  |
| RFQ receiving 3 quotes | 6 | 7 | 5 | 8 | 6 | 4 | 36 |  |
| No RFQ using framework for mini competition | 2 | 3 | 2 | 4 | 4 | 4 | 19 |  |
| No of tenders using framework for direct Award (under and over threshold) | 12 | 11 | 11 | 12 | 10 | 5 | 61 |  |
| No of tenders using open competition | 3 | 4 | 4 | 2 | 2 | 2 | 17 |  |
| No of tenders using frameworks | 9 | 11 | 8 | 10 | 13 | 6 | 105 |  |
| No of framework tenders via mini competition | 15 | 14 | 15 | 12 | 11 | 5 | 72 | Anomaly of split between direct award and mini comp from the 105 total |
| No of framework tenders via direct Award | 10 | 12 | 12 | 14 | 15 | 6 | 69 |  |
| No of contract waiver requests | 8 | 8 | 8 | 8 | 8 | 8 | 48 | Not able to evidence but historical knowledge |
| No of projects given general advice | 12 | 11 | 13 | 15 | 12 | 8 | 71 | this in addition to total of tenders |
| No of projects providing support for supplier engagement | 5 | 6 | 6 | 6 | 6 | 6 | 35 | These were not engagement events just supplier contact ( out of total tender figures) |
| No of projects providing support for market and supplier analysis | 4 | 4 | 5 | 5 | 5 | 3 | 26 | (out of total tender figures) |
| No of projects providing support for commercial modelling | 2 | 3 | 3 | 3 | 2 | 1 | 14 | out of total tender figures) |
| No of projects providing support for specification drafting | 5 | 5 | 6 | 4 | 4 | 2 | 26 | out of total tender figures) |
| No of projects providing support for KPI development | 3 | 4 | 4 | 5 | 2 | 1 | 19 | out of total tender figures) |
| No of projects providing support for developing evaluation criteria and methodology | 15 | 15 | 15 | 16 | 15 | 8 | 84 | out of total tender figures) |
| No of projects providing support for contract drafting |  |  |  |  |  |  | 0 |  |
| No of Projects providing support for ITT drafting | 12 | 15 | 12 | 12 | 15 | 8 | 74 |  |
| No of projects providing support for mobilisation |  |  |  |  |  |  | 0 |  |
| No of projects providing support for ongoing contract management |  |  |  |  |  |  | 0 |  |
| Average response time (days) to enquiries (email) | 3 | 3 | 3 | 3 | 3 | 3 |  |  |
| Average response to enquiries (days) (phone) | 2 | 2 | 2 | 2 | 2 | 2 |  |  |
| Average timescale (days) for tenders (publication to award) | 56 | 56 | 56 | 56 | 56 | 56 |  |  |
| Average timescale (days) for RFQ (publication to award) | 28 | 28 | 28 | 28 | 28 | 28 |  |  |

**Please note:** This activity data has been provided by our current service provider and SDDC cannot guarantee the accuracy of the information.

1. Days/Hours of operation
   1. Each Authority has implemented flexible working within its organisation although standard office hours at SDDC and NWLDC are generally between 8.00am to 6.00pm. Suppliers will be expected to provide services during these times and be flexible according to the needs of the Authority.
2. Quality Standards
   1. The Supplier will need to provide details on the quality standards and/or accreditations in relation to the following:

* Quality Management Systems (Data)
* Business Continuity

1. Confidentiality
   1. The Supplier will keep the contents of this tender documentation confidential and not disclose to third parties except for in preparation of their bid
   2. The supplier is required to comply with all relevant data protection laws and regulations, such as the General Data Protection Regulation (GDPR)
2. Security

The supplier will comply with the terms and conditions of the contract relating to security

1. Staffing
   1. Suppliers will need to outline the staffing requirements for the provision of the services and detail this in their submission.
   2. Suppliers shall appoint persons named as Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel.
   3. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.
   4. The Supplier shall not remove or replace any of the Key Personnel unless:
      * + requested to do so by the Authority;
        + the person is on long-term sick leave;
        + the element of the Services in respect of which the individual was engaged has been completed to the Authority's satisfaction;
        + the person resigns from their employment or changes role with the Supplier
        + the Supplier obtains the prior written consent of the Authority.
2. Safeguarding

Suppliers are required to submit their safeguarding policies a spart of their tender application. The safeguarding policies should clearly outline the procedures for identifying and managing potential safeguarding risks, as well as the steps for reporting and responding to safeguarding incidents. In instances where a prospective contractor’s safeguarding policy is found to be inadequate or not fit for purpose, the contractor will be required to formally adopt the safeguarding policies of the contracting Authority

1. Social Value

Suppliers are required to track social value elements of the contract for each Authority as follows:

* + % or value of annual spend via local suppliers -who are based within South Derbyshire and North West Leicestershire Postcode areas
  + % or number of local suppliers securing Authority contracts
  + % or number of local suppliers securing Authority contracts that have recruited apprentices.

Suppliers will provide details in their bids on how they plan to track this information.

1. Sustainability and Environmental

Environmental management is managing the environmental aspects and impacts of services, activities (including purchasing) and assets, to ensure compliance to Environmental Policy and ISO 14001 standards.

Suppliers are required to have regard to social and environmental impact of the provision of these services and explain how the authority will benefit from the environmental and sustainability measures that will be put in place.

1. Modern Slavery

The supplier will have regards for the requirements of the modern slavery act as required by current legislation.

1. Health and safety

The Supplier shall, so far as the same may impact on the Council, adopt safe methods of work in order to protect the health and safety of its own employees and, to the extent applicable, the employees of the Council and all other persons (including members of the public).The Supplier shall indemnify the individual Council for any loss, costs or damage caused for breach of this Condition.

1. Premises Location

SDDC and NWLDC has changed the way they work and now fully embrace hybrid working, using our offices in Swadlincote and Coalville as a space to collaborate as well as utilising our centralised Customer Centre to support those people who need us most.

The Supplier is solely responsible for ensuring that it has sufficient premises and assets to carry out its responsibilities under this agreement

1. Pricing

Charges will be based on delivery of the services required for each Authority.

The Commercial pricing mechanism should be based on the delivery of Authority workplans (which have been provided as part of the specification) with additional capacity for ad hoc requirements for each Authority.Suppliers will also include the costs for an administrator licence for the e procurement system for each authority. Suppliers will complete all elements of the pricing schedule and provide a breakdown of costs where appropriate.

1. Service Levels and Performance Requirements

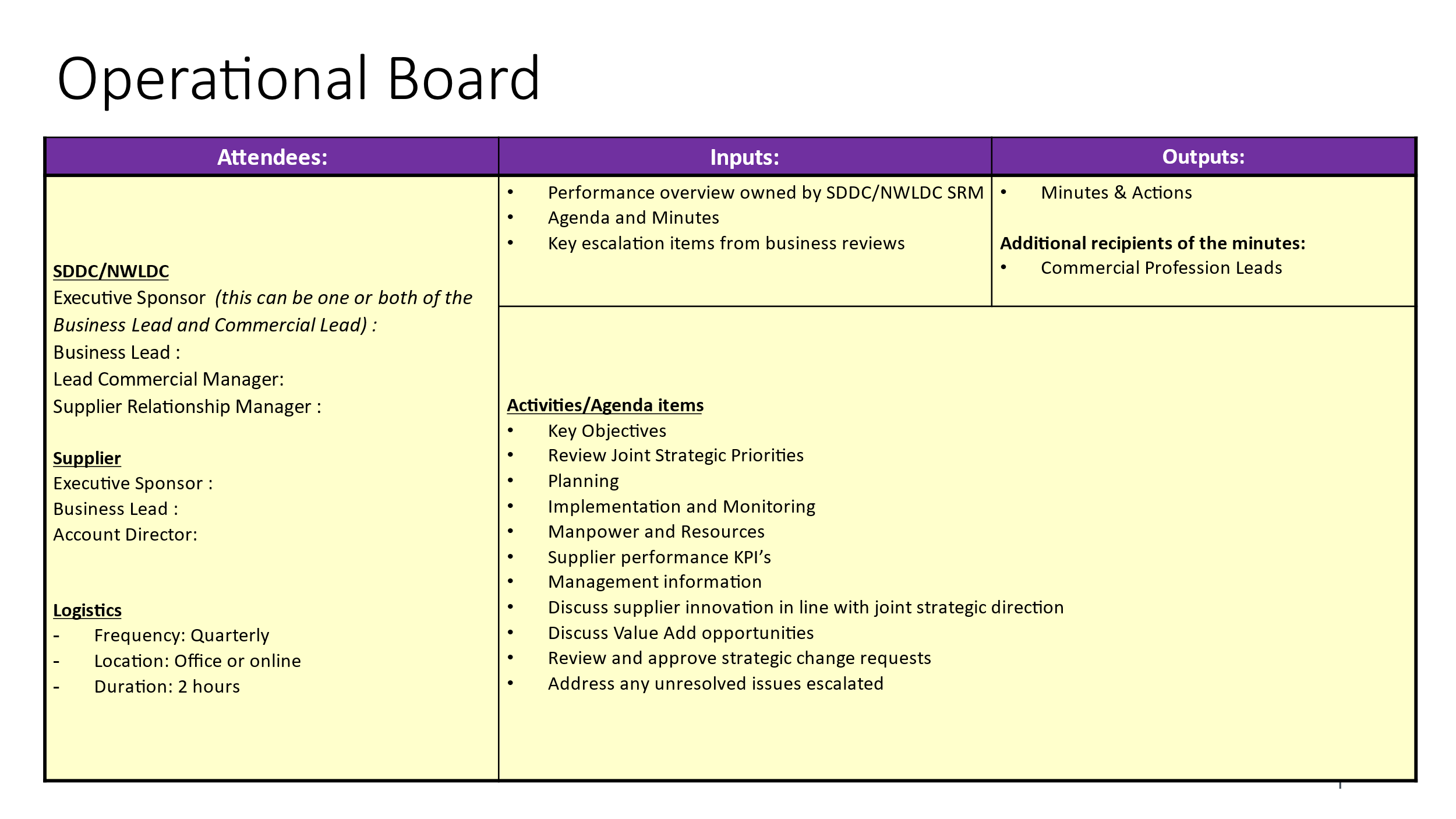
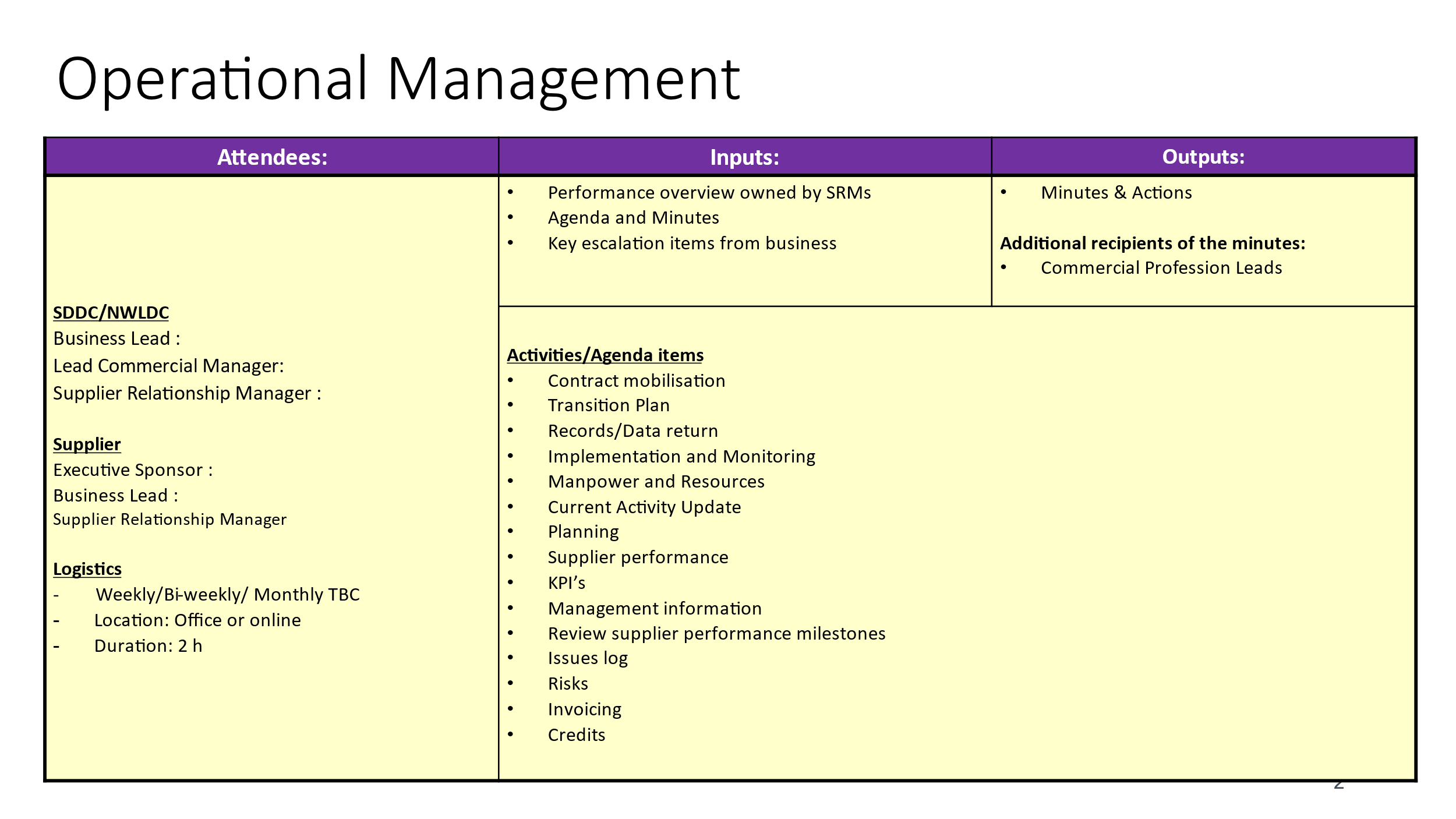
* The Authority will measure the quality of the Supplier’s using the following performance indicators.
* This table has also been provided as a separate Annex S8, Performance Measurement.

:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Ref | Service Level Performance Criterion | Key Indicator | Service Level Performance Measure | Start period for measurement | End period for measurement` | Reporting Method | Required Service Level Threshold | Remedy or Service credit % measure |
| KPI 1 | Critical Service Level Failure | Contract Mobilisation | Provide a Contract Mobilisation plan | contract start date | 7 working days from contract start date | Monthly Quarterly Meetings | 100% | Performance management - Material Breach |
| KPI 2 | Critical Service Level Failure | Authority Procurement Strategy | Supports the development of a Procurement Strategy | contract start date | 6 Calendar months from contract start date | Monthly Quarterly Meetings | 100% | Performance management - Material Breach |
| KPI 3 | Critical Service Level Failure | Contract Management standard process | Undertakes a review and supports the development and implementation of a contract management standard process for all contracts | contract start date | 6 Calendar months from contract start date | Monthly Quarterly Meetings | 100% | Performance management - Material Breach |
| KPI 4 | Critical Service Level Failure | Procurement Training Plan | Provides a plan for delivery of bite sized training sessions for procurement and contracting processes, commercial skills, standard documentation, evaluations and contract management training to key stakeholders of authority. | contract start date | 3 Calendar months from contract start date | Monthly Quarterly Meetings | 100% | Performance management - Material Breach |
| KPI 5 | Critical Service Level Failure | Procurement Training Delivery | Delivery of the Procurement Training sessions to all identified stakeholders | 3 calendar months from contract start date | 18 Calendar months from contract start date | Monthly Quarterly Meetings | 100% | Performance management - Material Breach |
| KPI 6 | Service Level Failure | Authority Contract Spend Analysis | Analysis of current contracts/supplier spend to identify potential areas of collaboration to leverage efficiency and/or procurement savings. | contract start date | 12 months from contract start date then annually | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 7 | Performance Management | Workplan Review | Quarterly Workplan Review | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 8 | Service Level Failure | Contract Register Review | Maintains and updates the contract register on a quarterly basis | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 9 | Service Level Failure | Exemptions and Waivers | Creates and maintains a register for exemptions and Wavers | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 10 | Performance Management | Savings | Identification of savings and or efficiencies achieved when compared to allocated budgets, previous contracts and/or collaboration opportunities | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 11 | Performance Management | Social Value1 | Value of annual spend contracted via local suppliers -who are based within South Derbyshire/ North West Leicestershire Postcode areas | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 12 | Performance Management | Social Value2 | Number of local suppliers (within South Derbyshire/ North West Leicestershire Postcode areas) securing Authority contracts | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 13 | Performance Management | Social Value3 | Number of local suppliers securing Authority contracts that have recruited apprentices. | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 14 | Performance Management | Continuous Improvement | the emergence of new and evolving relevant technologies which could improve the delivery of the Services; | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 15 | Performance Management | Continuous Improvement | changes in ways of working that would enable the Services to be delivered more efficiently and/or bring quantifiable benefits to the Authority. | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 16 | Performance Management | Staffing | Number of staff (qualified/experienced, FTE's) dedicated to authority contract delivery | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 17 | Service Level Failure | ITT Publication | Publication of RFQ/ITT within 3 working days from signs off from lead officers. | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 18 | Service Level Failure | ITT Returns | Returned ITT documentation processed and returned within 3 working days from submission deadline to lead officer for evaluation. | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 19 | Service Level Failure | Contract Award Notifications | Contract award notifications sent out within 3 working days from confirmation of tender acceptance from lead officer. | contract start date | Each Quarterly period | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 20 | Service Level Failure | Staff Survey | % of Authority Officers satisfied with Procurement Support Service - measured by annual Survey | contract start date | Annual | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |
| KPI 21 | Service Level Failure | Query Responsiveness | Response time to queries – time to respond to an email/phone call –An email should be responded to within 48 hours/2 business days? | Initial contact | 2 business days | Monthly Quarterly Meetings | 100% | Performance management - Minor Breach |

The Supplier shall have an ongoing obligation throughout the contract term to identify new or potential improvements to the Services. As part of this obligation the Supplier shall identify and report to the Authority's Authorised Representative quarterly in the first Contract Year and once every 6 months for the remainder of the Term on:

1. the emergence of new and evolving relevant technologies which could improve the Services.
2. new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services
3. new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk;
4. changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater efficiency benefits to the Authority.
5. Contract Management
   1. The Supplier shall provide the management reports in the form and at the intervals set out in Management Information
   2. The Supplier and the Authority shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
   3. The Supplier and the Authority will convene a mobilisation meeting to ensure mutual understanding of contract objectives by both the Authority and the supplier. This meeting also aims to establish and agree any additional communication, reporting, delegation of authorities, performance, operational and commercial issues, not already stated, relating to the contract
   4. The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
   5. The Supplier's Contract Manager's shall be:
   * the primary point of contact to receive communication from the Authority and will also be the person primarily responsible for providing information to the Authority
   * able to delegate his position to another person at the Supplier but must inform the Authority before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
   * able to cancel any delegation and recommence the position himself; and
   * replaced only after the Authority has received notification of the proposed change.
   1. The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in management information requirements and the Supplier shall, at each meeting, present its previously circulated Management Reports and Financial Reports in the format set out.
   2. The Authority may provide revised instructions to the Supplier's Contract Manager's regarding the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
   3. Operational Boards shall be established by the Authority and Supplier for the purposes of this managing the Contract on which the Supplier and the Authority shall be represented.
   4. The Operational Board will focus on strategic contract delivery and meet on a quarterly basis
   5. Operational Management will meet more frequently to manage day to day delivery of the services as required
   6. See draft plans in the tables below



1. Exit Management and Service Transfer arrangements
   1. The Supplier is required to ensure the orderly transition of the Services from the Supplier to the Authority or any Replacement Supplier in the event of any termination (including partial termination) or expiry of this agreement.
   2. For the avoidance of doubt the Supplier is responsible for the overall management of the exit and Service transfer arrangements.
   3. The Authority shall be entitled to require the provision of Transitional Assistance Services from the Supplier at any time prior to termination or expiry. The Transitional Assistance shall specify:
   4. the period during which it is anticipated that Transitional Assistance Services will be required (Transitional Period) (which shall continue no longer than 4 months after the date that the Supplier ceases to provide the Services
   5. The Transitional Assistance Services shall be provided in good faith and in accordance with Best Industry Practice.
   6. During the Transitional Period, the Supplier shall, in addition to providing the Services and the Transitional Assistance Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption and to facilitate the orderly transfer of the Services.
   7. The Supplier shall use all reasonable endeavours to reallocate resources to provide these services without additional costs
2. Payments and invoicing
   1. Charges payable will be as detailed in the Contract Commercial schedule and are shown exclusive of VAT
   2. Invoices will be submitted on a quarterly basis in arrears.
   3. Payments will be made by BACs within 30 days of receipt of a valid invoice.

SDDC INVOICE ADDRESS:

Accounts Payable

PO Box 6657

Swadlincote

Derbyshire

DE11 0WF

email your invoice to

[accounts@southderbyshire.gov.uk](mailto:accounts@southderbyshire.gov.uk)

NWLDC INVOICE ADDRESS

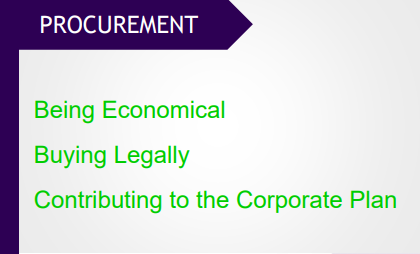
Accounts payable

[exchequer@nwleicestershire.gov.uk](mailto:exchequer@nwleicestershire.gov.uk)

Annex S1 – SDDC Contract Procedure Rules

**Contract Procedure Rules**

**For the supply of Goods, Services and works**



**Approved and Adopted in Part 4 (Section 28) of the Constitution**

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Definitions

**Definitions**

For the purposes of the Rules:

Authorised Officers means the Chief Executive, Section 151 Officer (Executive Director – Resources and Transformation) and the Central Procurement Team (CPT).\*\*

***\*\* The Council’s procurement function is provided under a Shared Service Arrangement through Derbyshire Shared Facilities Services based at Chesterfield NHS Foundation Trust***

**Contract means** an agreement which:

may be oral, written, partly oral and partly written or implied from conduct between the Council and another person.

ii. gives rise to obligations which are enforceable or recognised by law (i.e. legally binding); and

iii. commits the Council to paying or doing something.

and, where the context requires, a reference to a contract means a contract to which the Rules apply, and a “**Call-off Contract**” means an order made/call-off contract entered into under a Framework Agreement.

**Designated Opening Officers** means officers designated to carry out the functions allocated to them in the Rules for the Receipt and Opening of Tenders (Section 16) including any third parties (such as consultants) approved by the Executive Director – Resources and Transformation).

**Director** means the Executive Director - Resources and Transformation

**EU Tender** means a tender procedure, which needs to be carried out under European Union public procurement legislation. (***Although the UK has left the EU, the Treaty still applies in UK law until statute determines otherwise***).

**Framework Agreement** means a contract with a supplier or suppliers which establishes the terms and conditions (in particular as to price) under which Call-off Contracts can be made during the length of the Framework Agreement. This includes government pre-negotiated contracts.

**person** means any individual, partnership, local authority or incorporated or unincorporated body.

**Section 151 Officer** means the Executive Director - Resources and Transformation appointed under s151 of the Local Government Act 1972 and officers to whom the s151 Officer has delegated their functions in accordance with the relevant Scheme of Delegation; and

**Scheme of Delegation** has the meaning given to it under Rule 8 of the Contract Procedure Rules.

**Environmental management** is managing the environmental aspects and impacts of services, activities (including purchasing) and assets, to ensure compliance to SDDC Environmental Policy and ISO 14001 standard.

**Sustainability** is delivering environmental, economic and social gains**.**

Compliance with the Rules and Relevant Legislation

The Rules apply to all contracts for the provision of goods, services and works to the Council unless otherwise specified in the Rules. This means:

**Purchase Orders** - All third-party expenditure should be covered by an official purchase order to enforce the ‘**No Purchase Order, No Pay’** policy throughout the Council.

**Payment Policy** – It is Council policy to settle all outstanding supplier liabilities by BACS, with the use of cheques phased out.

**Goods Receipt** – All goods, services and works covered by an official purchase order must be receipted before payment will be made against any invoices received by the Council – receipt must be made in accordance with the instructions specified in the Financial Procedure Rules, Appendix B1. Evidence of receipts should be kept by the recipient for audit purposes. All invoices received need to quote the official purchase order and be sent directly to Finance for invoice registration to ensure prompt processing. Invoices not quoting the purchase order will be returned to the supplier for clarification.

All contracts must comply with:

European law; and

English law (including the Council’s statutory duties and powers); and

the Rules and the Financial Procedure Rules; and

any relevant Council policies; and

Any legal requirement stipulated by the Executive Director - Resources and Transformation.

All contracts must comply with the following principles of EU law where they continue to apply under the EU Treaty:

free movement of goods and services; and

non-discrimination; and

openness/transparency; and

equal treatment for all; and

proportionality.

The intention and spirit of the Rules must be adhered to.

The Rules must be complied with by all officers of the Council and all other persons who are authorised to carry out procurement and contracting on behalf of the Council (such as the Council’s agents for property services) (“**Agents**”).

It must be a term of all contracts between the Council and its Agents that the Agents comply with the Rules. Furthermore, Agents may undertake to conduct the Procurement Procedures detailed herein and associated negotiation on behalf of the Council, however, such Agents are not authorised to enter into a binding Contract on behalf of the Council.

Contracts to which the Rules do not apply.

The Rules do not apply to:

Contracts which are not for the provision of goods, services or works (e.g. grants or contracts relating to land). Note, therefore, that the Rules do not apply to contracts of employment, but they do apply to consultancy contracts, which are contracts for services.

Low value purchases which may be made from procurement cards (or petty cash for exceptional circumstances) provided that they are in accordance with any operational instructions and financial limits issued by the s151 Officer.

Exemptions from the Rules

**Contracts with a value of £25,000 or more**

The relevant Executive may seek an exemption from any of the Rules from:

A Committee acting under delegated powers; or

The Chief Executive acting under delegated powers along with the Leader of the Council.

In order to request an exemption the relevant Executive Director must prepare a report setting out:

the reasons why the exemption is being requested and which Rule(s) an exemption is being requested from.

the process which is intended to be followed instead.

a legal appraisal and financial appraisal from the Executive Director - Resources and Transformation.

An exemption will only be granted where the Committee or the Chief Executive and Leader of the Council is satisfied that the exemption is justified on its own special circumstances.

Staff seeking an exemption should, in the first instance, contact the Executive Director - Resources and Transformation.

Contracts to which Rules on Tendering (Rules 12-18) do not apply – General.

Competitive quotes or tenders are not required for the following:

Call-off Contracts

Call-off contracts where the relevant Framework Agreement has been entered into by:

the Council in compliance with the Rules; or

another local authority, a local authority purchasing consortium or central government where the Framework Agreement has been tendered and awarded in accordance with EU public procurement legislation.

For the avoidance of doubt, Call-Off Contracts must be entered into in accordance with the terms of the Framework Agreement (e.g. selection by mini-competition) and mini-competitions under Framework Agreements must be run in accordance with CPR 2.2 and 2.3.

Emergency

In cases of emergency, the Chief Executive or Executive Director - Resources and Transformation may verbally authorise and record in writing an exemption from the Rules for goods, services or works **provided that**:

a. the emergency was brought about by events which were not reasonably foreseeable by, or attributable in any way to, the Council (e.g. flood); and

b. If the goods, services or works are not received immediately, there is a significant risk of:

1. danger to life; or

2. damage to property; or

3. a major impact on the Council or its service users.

In these cases only goods, services or works necessary or appropriate to safeguard the Council’s position or protect life and property can be procured before formal approval is obtained.

The Chief Executive or Executive Director - Resources and Transformation must at the earliest be informed of the action taken in dealing with the emergency. The Executive Director - Resources and Transformation must also submit a report to the relevant Policy Committee that details the circumstances of and justifications for granting exemptions made in accordance with this Rule.

No competitive market

Proprietary or patented goods or services are proposed to be purchased which, in the opinion of the Authorised Officer, are only obtainable from one person, and it can be demonstrated that no reasonably satisfactory alternative to those proprietary or patented goods is available: or

The Authorised Officer can demonstrate that no genuine competition can be obtained in respect of the purchase of particular goods, services or works; or

The Authorised Officer is satisfied that the works or services are of such a specialist nature that they can only be carried out by one person (e.g. statutory undertakers); or

Goods are proposed to be purchased by or on behalf of the Council at a public auction; or

Goods are proposed to be purchased which are of a specialist nature (such as antiquities for museums), provided that in all these cases (except for works which are primarily the responsibility of a utility or statutory undertaker as defined in s329 Highways Act 1980).

the Authorised Officer prepares a written statement explaining why the relevant circumstances apply and including why it is in the best interests of the Council for the contract not to be tendered and setting out the course of action proposed to be followed; and

the Authorised Officer receives written agreement from the s151 Officer and the relevant Executive Director to pursue the course of action set out in the statement.

Authorised Officers, in conjunction with Legal Services, ensure that contract terms are appropriate considering all relevant factors (such as benefit and risk to the Council).

The exceptions in Rules 5.1.1 to 5.1.4 (inclusive) do not apply where the proposed course of action conflicts with EU public procurement legislation.

The rest of the Rules must still be complied with.

Contracts to which Rules on Tendering (Rules 12-18) do not apply – Service Specific.

Competitive quotes or tenders are not required for the following:

For the engagement of Counsel by the Executive Director - Resources and Transformation.

The exceptions in Rules 6.1.1 does not apply where the proposed course of action conflicts with EU public procurement legislation.

The rest of the Rules must still be complied with.

Register of Exemptions.

The Central Procurement Team will maintain a register of exemptions granted under Rule 4 (exemptions from the Council/Chief Executive/Committee) and will provide a copy of this register to the s151 Officer at least every six months, and otherwise as and when requested to do so by the s151 Officer.

Schemes of Delegation

The Executive Director - Resources and Transformation must ensure that he has a Scheme of Delegation identifying:

Authorised Officers; and

the extent of Authorised Officers’ delegated authority (including expenditure limits).

Authorised Officers may not, under any circumstances, act outside the delegated powers of the Executive Director - Resources and Transformation.

The Executive Director - Resources and Transformation must ensure that all Authorised Officers receive the necessary training to be and remain conversant with the Rules.

The Monitoring Officer must supply to and agree with the s151 Officer their Schemes of Delegation before the start of each financial year, and on making any amendments.

The s151 Officer must keep a register of all Schemes of Delegation and supply a copy to the Monitoring Officer at the beginning of each financial year and notify the Monitoring Officer of any subsequent amendments.

Tender Process and Record Keeping

The Central Procurement Team must keep and maintain records in respect of each contract (from the time the project begins until the point at which the contract ends) in order to demonstrate the achievement of Best Value, openness, probity and compliance with the Rules including EU law where OJEU specific Tenders are placed.

Council staff must inform the Central Procurement Team of all contracts (including Call-Off Contracts) to be tendered (at least eight weeks before the tender process starts and preferably, prior to the start of the Financial Year).

For Contracts with a value > £25,000 it is the Council staff obligation to provide the Central Procurement Team with sufficient notice of intention to contract. If the Central Procurement Team is notified with sufficient time, then the contract opportunity will be placed on the Council Website to meet Community Consultation obligations.

All tenders must be led by the Central Procurement Team or an officer authorised by the Executive Director - Resources and Transformation.

Any Employee of the Council found to be in breach of these Contract Procedure Rules shall be subject to the Council’s Disciplinary Process.

Establishing the Value of the Contract/Expenditure per Contract

The value of a contract (that is, the expenditure per contract) means the actual or estimated amount payable by the Council to the supplier for the goods, services or works (excluding VAT) over the length of the contract (e.g. a three-year contract with an option to extend for 2 years under which £20,000 is payable per annum has a value of £100,000).

Goods, services and works contracts must not be split into smaller contracts in order to avoid any of the Rules.

Framework Agreements must not be entered into for more than four (4) years (including options to extend) unless otherwise advised by the Executive Director - Resources and Transformation.

For contracts of an indefinite length the value must be established on the basis that the contract will last for a period of 48 months (Four Years). ***See also Rule 21.1***.

**Aggregated Spend (Contract Aggregation) –** For contracts already in place for a service delivery, and where additional spend is identified which is not covered by the existing contract i.e. it exceeds the estimated value of the contract, then advice must be sought from the Executive Director - Resources and Transformation or the Central Procurement Team.

Finance and Authorisation

Before entering into any process, which will or may result in the incurring any expenditure for the supply of goods, services or works be it capital or revenue, the Central Procurement Team must ensure that:

where it is a key decision, the requirements of Article 13 Section 13.2 of the Constitution have been complied with:

adequate financial provision is included in the Council’s approved revenue budget or capital programme (as appropriate) and that such expenditure continues to be available in accordance with the Financial Procedure Rules; and

the provisions of the Financial Procedure Rules have been complied with (including, without limitation, FPR Section D, D2.15 to D2.22); and iv. Written authorisation has been obtained from the Section 151 Officer.

The Executive Director - Resources and Transformation must be notified before officers enter into any process which:

will or may result in any transfers of staff under the Transfer of Undertakings (Protection of Employment) Regulations (“TUPE”) and any of the staff are or were previously Council employees; or

will or may result in any transfers of staff under TUPE who members of the Council’s Pension Scheme are.

The Executive Director - Resources and Transformation must be notified before officers enter into any process, which will or may result:

in a contract that confers exclusive possession of the Council’s premises or

in the acquisition by the Council of a property interest.

Where there is a corporate contract (i.e. contract for the benefit of the Council as a whole) for the supply of goods, services or works, no other contract may be used for the supply of those goods, services or works unless this has been authorised in advance in writing by the Executive Director Executive Director - Resources and Transformation.

Pre-Qualification Requirements

The Central Procurement Team will undertake any required Pre-Qualification exercise.

Achieving value for money - Competitive Quotes and Tenders

For contracts worth less than £25,000, Officers must take practicable steps to secure value for money through a combination of cost and quality by clearly defining the business requirement and seeking offers at the lowest cost commensurate with meeting that business requirement.

For contracts worth £25,000 to £50,000, the Central Procurement Team must take practicable steps to secure value for money through a combination of cost, quality and competition, utilising a formal request for quotation process. The Central Procurement Team must comply with the requirements of Rule 17 relating to the drawing up of evaluation criteria.

For all contracts of £50,000 or above competitive quotations or tenders must be sought as set out in the following table. The Central Procurement Team must take practicable steps to secure value for money through a combination of cost, quality and competition. The Central Procurement Team must also comply with the requirements of Rule 17 relating to the drawing up of evaluation criteria.

**Goods, Services and Works**

|  |  |
| --- | --- |
| Estimated cumulative expenditure per contract | Competition Requirements |
| Up to £5,000 | Officer discretion |
| Between £5,001 and £25,000 (Quotations) | Heads of Service must ensure genuine competition by inviting sufficient numbers of persons (good practice indicates a minimum of 3 selected impartially) to submit written quotations for the goods, services or works required by the Council.  Some degree of advertising may be required, preferably on the SDDC e-tendering Portal/Contracts Finder. |
| Between £25,001 and £50,000 (Formal Request for Quotation [RFQ]) | Heads of Service must ensure genuine competition by inviting sufficient numbers of persons (good practice indicates a minimum of 3 selected impartially) to submit written quotations via the Council’s Request for Quotation (RFQ) mini competition process, for the goods, services or works required by the Council.    Advertising should be undertaken via Source Derbyshire Portal or the Contracts Finder. |
| £50,001 or above but less  than the relevant EU  directive threshold.  (Tenders) | Heads of Services must refer the procurement  exercise to the Central Procurement Team to undertake a formal tender process |
| Equal to or exceeding the  financial thresholds stated in  the relevant EU Directive | As above. |

**Suppliers** – All proposed new suppliers must be approved by the Central Procurement Team prior to any contract or works.

**Local Suppliers** – The Council has a stated objective to wherever possible, try and support local business. To help achieve this objective, all tenders should advertised in the Source Derbyshire portal and involve local suppliers wherever possible. For the purposes of these CPRs a local supplier is deemed to be a supplier who pays local business rates to South Derbyshire District Council or is based within a 25-mile radius of DE11 0AH.

Tender Process to Use

Before progressing with a tender exercise, the decision on which process to use needs to be taken by the Central Procurement Team, who will liaise with the relevant Executive Director and/or the Executive Director - Resources and Transformation, depending on the value of the contract.

Further guidance on each of these processes, including timescales is detailed in the *Procurement Strategy and Guidance Notes*.

Where a tender process involves subsequent dialogue with tenderers and in particular those involving competitive dialogue or a negotiated procedure, this must be led by the CPT supported by the Client Department.

Tenders are to ensure that sustainability is factored into all bids therefore “100% price tenders” are prohibited.

Invitations to Tender

The Central Procurement Team shall ensure that all invitations to tender:

clearly specify the goods, services or works that are required (subject to appropriate adjustment where the competitive procedure with negotiation, competitive dialogue or innovation partnership procedure is being used).

In the case of the Negotiated Restricted Process (i.e.: under standing orders and outside OJEU) make it clear to all tenderers that there is final stage where the top scored tenders will be invited for final interviews. At and following final interviews bidders will have the opportunity to answer the Council’s questions for clarification and to submit revised prices. This stage must be led by CPT supported by an officer of the Client Department.

for all Tenders, list the criteria on which tenders will be evaluated (see Rule 17) showing the weighting of the various criteria. The scoring methodology will also be detailed.

include a requirement for tenderers to declare that the tender content, price and all other figures or particulars concerning the tender have not been disclosed by the tenderer to any other party.

include a requirement for tenderers to complete fully and sign all tender documents including certificates confirming that no canvassing or collusion has taken place; and

state that the contract will be on the Council’s standard terms and conditions of contract which are to be enclosed with the invitation to tender and also available on the Council’s website.

Wherever possible, contracts must require goods, services and works to be in accordance with a specified European or British Standard (where this applies).

Receipt of Tenders (including under Framework Agreements) and Opening of Tenders

Authorised Officers must comply with the Council’s Procedures for Receipt and Opening of Tenders as set out below.

All tenders shall be received electronically via a secure e-tendering portal owned or operated on behalf of the Council.

All tenders received, including mini-tenders under Framework Agreements, must remain locked in a secure vault within the e-tendering portal until the specified closing date and time for receipt of tenders has passed.

The secure vault shall be unlocked, and all tenders released electronically, by the CPT. Electronic copies of all tender documents submitted shall remain in the portal in a secure tamperproof area.

An electronic audit log shall be kept within the e-tendering portal showing all actions conducted by all parties.

Evaluation Criteria and Evaluation of Tenders

In determining the relevant evaluation criteria on which tenders are to be assessed, Authorised Officers and relevant Council Staff must consider all factors relevant to their requirement, including environmental and social considerations, so far as this is lawful.

All categories shall be ‘weighted’ to ensure price, quality, environment and social aspects are considered holistically and that sustainability of tender supports the achieving value for money (section 7). This can be done by understanding.

“whole life costing impact” of purchase (materials, manufacture, maintenance, quality and end of life) and

ii. Environmental management of its activities/services.

The evaluation process will clearly demonstrate that the Council is seeking to identify the Achieving best value tender (see Rule 13).

The CPT will ensure that all tenders and mini competitions are evaluated by a panel including the Council’s Client Department, technical and financial officers (if appropriate) and appointed external consultants, in accordance with the evaluation criteria specified in the invitation to tender.

The arithmetic in compliant tenders, including mini tenders under Framework Agreements, must be checked. If arithmetical or clerical errors are found they should be notified to the tenderer, which should be requested to confirm the correct figures/wording or withdraw its tender.

Authorised Officers must compare submitted tender prices with any project appraisal or pre-tender estimates. All differentials must be considered. For tender prices of £25,000 or more where the differential is more than 20% above or below the project appraisal or pre-tender estimate, the reason must be determined, and this must be reported to the Executive Director - Resources and Transformation.

In cases as set out in Rule 17.5 for goods and services, a tender must not be accepted unless this has been authorised by the Executive Director - Resources and Transformation. For capital expenditure, authorisation of acceptance of variations must be in accordance with the FPR Section B, B2.38 of the Finance Procedure Rules.

Final evaluated scores will be checked by a member of the Central Procurement Team and counter checked by a member of the Finance Team and/or the Client Department to ensure accuracy.

**Equality, Inclusion and Diversity**

In making decisions to award, the Council must consciously consider the need to: eliminate discrimination, advance equality of opportunity, and foster good relations. This should be proportionate to the service or goods being procured.

It is an on-going obligation and therefore should be considered during pre-procurement, the procurement itself and through contract management. Where relevant, Contractors should be required (by way of inclusion of specific contract terms) to take steps to assist the Council to comply with its duty under the Equality Act 2010.

All contractors will be expected to comply with national equality legislation to deliver services fairly and without unlawful discrimination. The Council’s Procurement Team can provide advice on the necessary questions that are required to be raised with all contractors within the tender documents and how the responses should be evaluated.

Award of Contracts

Contracts may only be awarded by the Council if there has been full compliance with the Rules and the Financial Procedure Rules.

Tenders may be evaluated and recommended for acceptance by the following officers:

|  |  |
| --- | --- |
| Cumulative value of contract | Acceptance by |
| Tender not exceeding £25,000 | Head of Service |
| Above £25,000 | Executive Director |

No tender can be accepted, or contract awarded unless this is on the basis of the evaluation criteria sent out with the invitation to tender.

Successful and unsuccessful tenderers (and, for EU Tenders, and those persons who expressed an interest in the contract) must be notified of the award of the contract for which they have submitted a tender. This notification letter must be in a form approved by the Central Procurement Team.

Where there has been an EU Tender, and in such other circumstances as the Executive Director - Resources and Transformation may advise, the award of the contract must be subject to the legally required standstill period to enable unsuccessful bidders to challenge the award prior to completion of the contract (see Rule 20.1). Where there is a court challenge prior to completion of the contract then the contract must not be completed without the authorisation of the Executive Director - Resources and Transformation.

Where a key decision was required to authorise the entering into of the procurement process under Rule 11, the contract must not be awarded unless that decision has been complied with (for example, a new decision may be required prior to award or if any of the risk factors have changed).

Where a key decision was not required to authorise the entering into of the procurement process under Rule 11 but due to the price of the winning bid it has become a key decision, the requirements of Article 13 Section 13.2 of the Constitution must be complied with before the contract is awarded.

Signing and Sealing of Contracts

**Contracts, which are not call-off Contracts**

Where there has been an EU Tender, and in such other circumstances as the Executive Director - Resources and Transformation may advise, the contract must not be entered into with the successful tenderer unless and until the mandatory standstill period has elapsed without a challenge from an unsuccessful tenderer (see also 18.5).

Contracts shall be drawn up with support of the legal team.

Heads of Service with delegated powers must sign contracts up to £25,000 in value (see Rule 8).

Save as set out in Rule 20.1.1, two authorised officers of the Council must sign all contracts which are worth £25,000 or more in value. For the purposes of contract signing authorised officers are Chief Executive and Executive Directors. For the avoidance of doubt, no elected or co-opted Member of the Council may sign any contract for or on behalf of the Council

*Any contract requiring the additional limitation of 12 years rather than the 6 years for court proceedings in the event of default must be sealed as a deed by the Executive Director - Resources and Transformation. This is particularly relevant to construction contracts in the case of latent defects.*

**Call-off Contracts**

*Council Framework Agreement with no new terms:* Where a Call-off Contract is entered into under a Framework Agreement which has been set up by the Council and no new terms are being introduced (e.g. under a mini-competition), the Call-Off Contract does not have to be signed or sealed (unless required in accordance with the terms of the Framework Agreement) BUT the Call-off Contract must be authorised as set out in Rule 11 and under the Financial Scheme of Delegation and approved by the Central Procurement Team.

*Council Framework Agreement with new terms*: Where a Call-Off Contract is entered into under a Framework Agreement which has been set up by the Council and new terms have been introduced (e.g. following a mini-competition), the Call Off Contract must be signed or sealed as set out in 19.1.1 to 19.1.3 (inclusive) unless otherwise agreed by the Executive Director - Resources and Transformation.

*Third Party Framework Agreements*: Where a Call-off Contract is entered into under a Framework Agreement which has been set up by a third party, the Call-Off Contract must be signed or sealed as set out in 18.1.2 to 18.1.3 (inclusive) unless otherwise agreed by the Executive Director - Resources and Transformation

Commencement of Contracts

No supply of goods, services or works must commence until all contract documentation is duly completed (see Rule 19), except:

In cases of emergency falling under Rule 5.3, in which case the contract must be completed at the earliest opportunity.

Where otherwise approved by the Executive Director - Resources and Transformation

Terms and Conditions of Contracts

Terms and conditions shall be drawn up with support of the legal team.

Terms and conditions for all contracts for goods, services and works with a value of £25,000 or more (and preferably all other contracts, particularly consultancy contracts) must be in accordance with the Council’s standard terms and conditions prepared or approved by the Executive Director - Resources and Transformation, unless otherwise agreed by the Executive Director - Resources and Transformation.

All contracts with a value of £25,000 or more must include a clause empowering the Council to terminate the contract for corruption and to recover from the supplier the amount of any loss resulting from such termination in a form approved by the Executive Director - Resources and Transformation.

**Key Performance Indicators**

ensure that relevant corporate and service level plan objectives are included in the Terms and Conditions and applicable reportable timeframes for data is in place to be sent back to the contract manager at the council.

Variations, Extensions and Renewals of Contracts

Where an Authorised Officer wishes to exercise an option in a contract to extend that contract, this must be referred to the Central Procurement Team and Legal Services for advice.

Where an Authorised Officer wishes to re-negotiate the price payable under a contract, vary the contract materially or extend/renew a contract where there is no option to extend it in the contract, this must be referred to Legal Services and the Central Procurement Team before negotiations are entered into as there may be a new contract in these circumstances to which the Rules must be applied.

In determining whether to vary, extend or renew a contract, a full value for money assessment should be undertaken to determine the best option at that particular time. An option to extend a contract should not be automatically invoked without some justification. Consultation should be undertaken as appropriate with Finance and Procurement.

Contract Management

Environmental and Health and Safety Management

Shall have in place (as per tender and/or quotation).

Health and Safety Management System.

Environmental Management System or confirmation to adhere to the Council’s STEMS system (ISO 14001)

Quality Management system (as required)

A Contract maybe audited to ensure compliance to these systems to ensure compliance for undertaking

The contractor is responsible for supervising their own staff and for ensuring that they work safely. The Councils role is to ensure that they fulfil these obligations and that the contractor appointed is competent to undertake the task. Copies of the below should be available to request.

Copies of competencies of all staff shall be retained by the contractor but maybe called on

RAMS (Risk Assessments and Method Statements) including COSHH assessments

Before commencing works on behalf of the Council, a Contractor induction shall be completed as per STEMS-10

**Contract Delivery**

The client or commissioning Department is responsible for the proper monitoring of contracts and third parties in accordance with the terms and conditions and any performance targets. Besides the qualitative aspects, this should also include financial performance to ensure that budgets and contractual amounts are not exceeded. This should be undertaken within the Council’s Budget Monitoring Framework.

**Contract Meetings**

Contractual performance should be reviewed on a regular basis and although this could vary depending on the nature and operation of each Contract, this should be undertaken on at least an annual basis.

Non-compliance with the rules

Any non-compliance with any of the Rules must be notified to the Executive Director - Resources and Transformation (as s151 Officer)

If non-compliance has given rise to or is likely to give rise to illegality or maladministration, the Executive Director - Resources and Transformation (as s151 Officer) will notify the Monitoring Officer or in the event of a conflict of interest, the Chief Executive.

If the Rules are not complied with, this will not invalidate any contract entered into by or on behalf of the Council, except where European or English law provides to the contrary.

Seeking advise

Officers requiring advice on procurement practice and EU requirements should contact the Central Procurement Team at: [procurement@south-derbys.gov.uk](mailto:procurement@south-derbys.gov.uk)

Officers requiring contracts, terms and conditions or legal advice should contact Legal Services.

Associated Documentation

|  |  |
| --- | --- |
| Description of Documentation |  |
| Corporate Plan | 2020-24 |
| Procurement Strategy and Framework | 2020-2024 |
| SDDC – General Terms and Conditions for contact | Version: June 2019 |
| Environment Management System | STEMS-01 |
| Procedure forms | Pre-procurement analysis for contracts  Procurement checklist for tender exercises  Tender report  New supplier form  Permission to setup new supplier form  Quotation waiver form  Exemption from the Tendering Rules |
| Guidance | Selling to the council – a practical guide  Purchase order conditions |

Version Control

|  |  |  |
| --- | --- | --- |
| **Version** | **Changes** | **Date** |
| 1 | Full review of procedures | May 2017 |
| 2 | Update on procedures following Senior Management Restructure | June 2018 |
| 3 | Update to include environmental aims following ISO 14001 audit and supporting update to Environmental Policy 2021. In addition, version reflects the new Equality, Inclusion and Diversity Strategy 2020 to 2024. | April 2021 |
| 4 | Update with revised contract procurement thresholds and minor changes in relation to the Council’s new management structure. | May 2024 |

# Annex S2 - NWLDC Contract Procedure Rules

See Separate Document Annex S2 NWLDC Contract procedure Rules Section G

# Annex S3 – SDDC Procurement Pipeline

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SOUTH DERBYSHIRE DISTRICT COUNCIL: PIPELINE REGISTER** | | | | | | |
| **Department Name** | **Potential Contract Start Date** | **Contract Title / Scope** | **Supplier** | **Estimated Total Contract Value** | **Total Contract value Over £25K?** | **Recuring Contract or New?** |
| 12. Organisational Dev and Perform | 01/04/2024 | Clarity Occupational Health | TBC | TBC | TBC | Recurring |
| 13. Planning and Strategic Housing | 14/08/2024 | G-Cloud 12 Call-off Contract - Contract for the procurement of new planning policy IT software | Inovem Limited | 34,968 | Over 25K | Recurring |
| 08. Environmental Services | 26/08/2024 | Contract for the Provision of Stray Dog Collection & Kennelling Services | Crowfoot Kennels Ltd | 78,000 | Over 25K | Recurring |
| 12. Organisational Dev and Perform | 01/09/2024 | Branding (Graphic Design) | TBC | TBC | Over 25K | New |
| 12. Organisational Dev and Perform | 01/10/2024 | Occupational Health contract | TBC | TBC | Under 25K | New |
| 12. Organisational Dev and Perform | 11/10/2024 | Driving Licence Checking Service | TTC 2000 Ltd | 6,203 | Under 25K | Recurring |
| 12. Organisational Dev and Perform | 01/11/2024 | Lone worker system | TBC | TBC | Under 25K | New |
| 03. Business Change and ICT | 10/12/2024 | Call off contract for the provision of Technology Products and Associated Services | Phoenix Software Limited | 24,512 | Under 25K | Recurring |
| 03. Business Change and ICT | 10/12/2024 | Provision of a Backup solution for South Derbyshire District Council’s Microsoft 365 Environment | Phoenix Software Limited | 24,512 | Under 25K | Recurring |
| 05. Cultural Services | 18/12/2024 | Contract for annual PPM for the Swadlincote Town Centre CCTV System | Synectics Security Ltd | 14,500 | Under 25K | Recurring |
| 03. Business Change and ICT | 31/12/2024 | Provision of Call-off Deliverables | Phoenix Software Limited | 391,479 | Over 25K | Recurring |
| 05. Cultural Services | 31/12/2024 | Contract for the provision of project management for improvement works at Oversetts Recreation ground | Tuner and Townsend Project Management Limited | 121,767 | Over 25K | Recurring |
| 10. Housing | 31/12/2024 | Building Materials (PfH Call-off Contract) | Huws Gray | TBC | Over 25K | Recurring |
| 10. Housing | 31/12/2024 | Supply and delivery of general building materials and associated services for planned new build, investment and repairs and maintenance works | Travis Perkins | TBC | Over 25K | Recurring |
| 03. Business Change and ICT | 01/01/2025 | DTA | Microsoft | TBC | Over 25K | New |
| 10. Housing | 29/01/2025 | EICRS | Farrendale Ltd | TBC | Over 25K | Recurring |
| 10. Housing | 29/01/2025 | Valuations and EPC’s for Right to Buy applications | Sure Surveyors Ltd | TBC | Over 25K | New |
| 03. Business Change and ICT | 31/01/2025 | Geographical Information System | Astun Technologies | 30,000 | Over 25K | Recurring |
| 10. Housing | 31/01/2025 | Valuations & EPCs in respect of RTB applications | Sure Surveyors Ltd | TBC | Under 25K | New |
| 04. Corporate Property | 01/03/2025 | Indoor Market Project main contractor | TBC | TBC | Over 25K | New |
| 08. Environmental Services | 01/03/2025 | Environmental Health & Licensing software system | TBC | TBC | Over 25K | New |
| 10. Housing | 05/03/2025 | Void works | Matthews and Tannert | TBC | Over 25K | Recurring |
| 11. Operational Services | 31/03/2025 | Waste Recycling and Composting Facility | Biffa Waste Services Limited | 8,700,000 | Over 25K | Recurring |
| 10. Housing | 01/04/2025 | Supply of technology enabled software for SDDC and Careline Services | Tunstall Healthcare | 39,311 | Over 25K | Recurring |
| 01. Law and People | 25/04/2025 | LexisLibrary Licensing Online | LexisNexis | 2,428 | Under 25K | Recurring |
| 01. Law and People | 30/04/2025 | Committee management System (CMIS) | Astect Consultants Ltd | 24,070 | Under 25K | Recurring |
| 10. Housing | 30/04/2025 | Passive fire protection works | Neo Property Solutions | TBC | Over 25K | Recurring |
| 03. Business Change and ICT | 31/05/2025 | Printer fleet and Print Management | Konica Minolta | 16,600 | Under 25K | Recurring |
| 12. Organisational Dev and Perform | 31/05/2025 | Provision of Payroll and HR System | Zellis UK Limited | 223,267 | Over 25K | Recurring |
| 10. Housing | 16/06/2025 | Contract for planned internal and external property works across SDDC owned/controlled properties | Wates Property Services Limited | TBC | Under 25K | Recurring |
| 10. Housing | 16/06/2025 | Contract for responsive repairs and void property works across SDDC owned/controlled properties | Wates Property Services Limited | TBC | Under 25K | Recurring |
| 03. Business Change and ICT | 31/08/2025 | Provision of Mobile Phones | Daisy Communications Limited | 42,984 | Over 25K | Recurring |
| 12. Organisational Dev and Perform | 01/09/2025 | Lone worker alarm monitoring and escalation service | SoloProtect Limited | 63,998 | Over 25K | Recurring |
| 05. Cultural Services | 01/10/2025 | Safer Homes Scheme | South Derbyshire CVS | 82,500 | Over 25K | Recurring |
| 12. Organisational Dev and Perform | 01/10/2025 | Driving licence | TTC Continum | TBC | Under 25K | New |
| 11. Operational Services | 06/10/2025 | Kerbside Dry Recycling Processing of Mixed Materials | H W Martin Waste Ltd | 528,000 | Over 25K |  |
| 11. Operational Services | 06/10/2025 | Kerbside Dry Recycling Processing of Paper and Card Agreement | Smurfit Kappa Recycling UK | 525,000 | Over 25K | New |
| 11. Operational Services | 06/10/2025 | Storage and bulk haulage of our dry recycling | TBC | TBC | Over 25K | New |
| 12. Organisational Dev and Perform | 14/12/2025 | Online Health & Safety Management | Riskex Limited | 12,000 | Under 25K | Recurring |
| 12. Organisational Dev and Perform | 19/12/2025 | Ergonomic assessment and product provision | Posturite Limited | 90,000 | Over 25K | Recurring |
| 01. Law and People | 2024/2025 | Election Printing | Civica Election Services | 81,000 | Over 25K | Recurring |
| 03. Business Change and ICT | 2024/2025 | Agreement for Maintel to supply communication services to the Council | Maintel Europe Ltd | 258,750 | Over 25K | Recurring |
| 03. Business Change and ICT | 2024/2025 | Corporate GIS | Corporate | TBC | Over 25K | TBC |
| 03. Business Change and ICT | 2024/2025 | End User Technology refresh | TBC | TBC | Over 25K | TBC |
| 03. Business Change and ICT | 2024/2025 | Primary Infrastructure Support Contract | TBC | TBC | Over 25K | TBC |
| 03. Business Change and ICT | 2024/2025 | SD-WAN | TBC | TBC | Over 25K | TBC |
| 03. Business Change and ICT | 2024/2025 | Teams Telephony | TBC | TBC | Over 25K | TBC |
| 04. Corporate Property | 2024/2025 | Energy Management | TBC | TBC | Under 25K | TBC |
| 05. Cultural Services | 2024/2025 | Footpaths ( RFC) | TBC | TBC | Over 25K | TBC |
| 05. Cultural Services | 2024/2025 | Footpaths (Church Gresley Cemetery) | TBC | TBC | Over 25K | TBC |
| 05. Cultural Services | 2024/2025 | Green Space Strategy | TBC | TBC | Under 25K | TBC |
| 05. Cultural Services | 2024/2025 | MLP play area | TBC | TBC | Over 25K | TBC |
| 05. Cultural Services | 2024/2025 | Playing Pitch Strategy | TBC | TBC | Under 25K | TBC |
| 05. Cultural Services | 2024/2025 | Swadlincote Woods play area | TBC | TBC | Over 25K | TBC |
| 05. Cultural Services | 2024/2025 | Tree Contract | TBC | TBC | Over 25K | New |
| 05. Cultural Services | 2024/2025 | CCTV Maintenance Contract | TBC | TBC | Under 25K | TBC |
| 05. Cultural Services | 2024/2025 | CVS Safer Homes | TBC | TBC | Under 25K | TBC |
| 05. Cultural Services | 2024/2025 | Eureka Park play area | TBC | TBC | Over 25K | TBC |
| 05. Cultural Services | 2024/2025 | Miners Memorial Garden construction | TBC | TBC | Over 25K | TBC |
| 05. Cultural Services | 2024/2025 | Oversetts Recreation Ground Improvements | TBC | TBC | Over 25K | TBC |
| 05. Cultural Services | 2024/2025 | RFC works | TBC | TBC | Over 25K | TBC |
| 05. Cultural Services | 2024/2025 | Tillr Compliance and Monitoring resource | TBC | TBC | Under 25K | TBC |
| 07. Economic Dev and Growth | 2024/2025 | Swadlincote Town Centre Masterplan | TBC | TBC | Over 25K | New |
| 07. Economic Dev and Growth | 2024/2025 | UKSPF Town centre works (eg signage, landscaping, electrics) | TBC | TBC | Over 25K | New |
| 08. Environmental Services | 2024/2025 | Provision of Driver Data via the Access to Driver Data (the”ADD Service”) | Driver and Vehicle Licensing Agency (“DVLA”) | 186,516 | Over 25K | Recurring |
| 08. Environmental Services | 2024/2025 | Contract for housing repair (works in default and works by agreement) | works in default and works by | TBC | Over 25K | New |
| 09. Finance | 2024/2025 | Cash in Transit Services | Security Plus + Limited | 15,625 | Under 25K | Recurring |
| 09. Finance | 2024/2025 | Finance Analytics Subscription | Dun & Bradstreet | 3,900 | Under 25K | Recurring |
| 10. Housing | 2024/2025 | Providing hostel beds | People Potential Possibilities (P3) | 3,000 | Under 25K | Recurring |
| 12. Organisational Dev and Perform | 2024/2025 | EAP Scheme | TBC | TBC | Under 25K | New |
| 12. Organisational Dev and Perform | 2024/2025 | Website | Web Labs | TBC | Over 25K | TBC |
| 03. Business Change and ICT | 2024/2025 | Printing Services | TBC | TBC | TBC | Recurring |
| 06. Customer Services | 2024/2025 | Recovery of council tax | TBC | TBC | TBC | New |
| 11. Operational Services | 2024/2025 | Supply and fitting of tyres | The Lodge Tyre Company Limited | 200,000 | Over 25K | Recurring |
| 11. Operational Services | 2024/2025 | Supply of plastic wheeled bins | Various | 320,000 | Over 25K | Recurring |
| 11. Operational Services | 2024/2025 | Supply of liquid fuels | Certas Energy UK (Carlton Fuels Limited) | 750,000 | Over 25K | Recurring |
| 05. Cultural Services | 2024/2025 | Bereavement Services | TBC | TBC | TBC | New |
| 03. Business Change and ICT | 2024/2025 | Tech Refresh | TBC | TBC | TBC | New |
| 11. Operational Services | 2024/2025 | Operational Services Back Office System | TBC | TBC | TBC | TBC |
| 10. Housing | 2024/2025 | Wates Mobilisation 2 x staff | TBC | TBC | TBC | New |
| TBC | 2024/2025 | Consultancy | TBC | TBC | TBC | New |
| 11. Operational Services | 2024/2025 | Waste Fleet Vehicle replacement | TBC | TBC | TBC | New |
| 13. Planning and Strategic Housing | 2024/2025 | Securing Planning Consultant Support | TBC | TBC | TBC | New |
| 08. Environmental Services | 2024/2025 | Heat pumps | TBC | TBC | TBC | TBC |

# Annex S4 – NWLDC Procurement Pipeline

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL: PIPELINE REGISTER** | | | | | | |
| **Department Name** | **Potential Contract Start Date** | **Contract Title / Scope** | **Supplier** | **Estimated Total Contract Value** | **Total Contract value Over £25K?** | **Recuring Contract or New?** |
| Asset Management | 01/04/24 | Roofing - Large Projects | TBC | £1,500,000.00 | Over 25K | New |
| Asset Management | 01/04/24 | Kitchen Supplier | TBC | £2,400,000.00 | Over 25K | New |
| Asset Management | 01/04/24 | Commercial Fit Out Contractor | TBC | £2,000,000.00 | Over 25K | New |
| Asset Management | 01/04/24 | Digital Aerial Upgrades | TBC | £50,000.00 | Over 25K | New |
| Asset Management | 01/04/24 | Boiler & Heating Contractor | TBC | £1,000,000.00 | Over 25K | New |
| Asset Management | 01/04/24 | External Entrance Doors | TBC | £1,000,000.00 | Over 25K | New |
| Asset Management | 01/04/24 | Electrical Upgrades - Schemes | TBC | £400,000.00 | Over 25K | New |
| Asset Management | 01/04/24 | Electrical Upgrades - Lighting | TBC | £400,000.00 | Over 25K | New |
| Asset Management | 01/04/24 | Energy Consultancy RA/RC | TBC | £200,000.00 | Over 25K | New |
| Asset Management | 01/08/24 | Housing Decarbonisation Works - Phase 2 | TBC | £1,500,000.00 | Over 25K | New |
| Asset Management | 01/07/24 | Scaffolding | TBC | £1,400,000.00 | Over 25K | New |
| Property Services | ASAP | Janitorial and Cleaning Supplies - Tanyard House | TBC | £6,045.00 | Under 25K | New |
| Property Services | ASAP | The Courtyard Roof | TBC | £254,000.00 | Over 25K | New |
| Property Services | ASAP | Minor Works | TBC | £750,000.00 | Over 25K | New |
| Property Services | ASAP | Security (Corporate) | TBC | £144,000.00 | Over 25K | New |
| Property Services | ASAP | Asset management system CAFM | TBC | £120,000.00 | Over 25K | New |
| Property Services | ASAP | Roller Shutter Doors | TBC | £6,000.00 | Under 25K | New |
| Property Services | ASAP | Automatic Doors | TBC | £9,000.00 | Under 25K | New |
| Property Services | ASAP | EICR, PAT and electrical remedials | TBC | £60,000.00 | Over 25K | New |
| Property Services | ASAP | Gas safe | TBC | £30,000.00 | Over 25K | New |
| Property Services | ASAP | EPC/DEC | TBC | £15,000.00 | Under 25K | New |
| Property Services | ASAP | Access Control | TBC | £15,000.00 | Under 25K | New |
| Property Services | ASAP | Water coolers | TBC | £12,000.00 | Under 25K | New |
| Property Services | Unknown | Evac Chairs | TBC | £500.00 | Under 25K | New |
| Property Services | ASAP | Window Cleaning | TBC | £36,000.00 | Over 25K | New |
| Property Services | ASAP | Planters - urban planters | TBC | £15,000.00 | Under 25K | New |
| Property Services | ASAP | Vending Machine | TBC | £3,000.00 | Under 25K | New |

# Annex S5 – Procurement Activity Responsibility

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | | Responsibility | | |
| Activity | | | Authority | Procurement Support Provider | Shared |
| Pre-Procurement Phase | Contract Review/ Needs Assessment | Review existing contract |  |  | x |
| Understand needs | x |  |  |
| Develop specification |  |  | x |
| Mobilise project team | x |  |  |
| Stakeholder engagement | x |  |  |
| Risk assessment | x |  |  |
| DPIA (data processing impact assessment) | x |  |  |
| Conflicts of Interest Declarations | x |  |  |
| Procurement Strategy Development | Supply market analysis |  | x |  |
| Supplier engagement/event |  |  | x |
| Outline commercial strategy |  | x |  |
| Outline sourcing strategy |  | x |  |
| Procurement Timeline |  | x |  |
| Draft KPI's |  |  | x |
| Draft Contract management plan |  |  | x |
| Develop/draft contract terms and conditions |  |  | x |
| Finalise specification |  |  | x |
| ITT development | Develop/finalise ITT |  | x |  |
| Finalise ITT questionnaire |  |  | x |
| Develop/finalise evaluation methodology |  | x |  |
| Finalise Evaluation team plan |  |  | x |
| Finalise Evaluation dates |  |  | x |
| Finalise commercial schedule |  | x |  |
| Finalise draft contract |  |  | x |
| Finalise other documentation |  | x |  |
| Procurement Phase | Procurement | Upload ITT document to portal |  | x |  |
| Publish advert on FTS/e-procurement portal |  | x |  |
| Manage Clarification process |  | x |  |
| Issue Evaluation guidance |  | x |  |
| Upload ITT document to portal |  | x |  |
| Publish advert on FTS/e-procurement portal |  | x |  |
| Manage Clarification process |  | x |  |
| Issue evaluation guidance to evaluators |  | x |  |
| Send relevant ITT reminders to bidders |  | x |  |
| Download Submissions |  | x |  |
| Due Diligence checks |  | x |  |
| Credit check |  | x |  |
| Send qualifying bids to evaluators |  | x |  |
| Evaluation | Individual officer evaluations | x |  |  |
| Submit scores for checking | x |  |  |
| Moderation Checking |  | x |  |
| Organising Moderation meeting |  | x |  |
| Finalise preferred bidder(s) |  |  | x |
| Supplier presentations (if required) |  |  | x |
| Post presentation moderation |  | x |  |
| Confirm preferred Bidder | x |  |  |
| Award | Intent to Award letters |  | x |  |
| Bidder Feedback information |  | x |  |
| Complaints and Challenges |  | x |  |
| Request references |  | x |  |
| Request policy documents |  | x |  |
| Request self cert docs |  | x |  |
| Credit check (if not done at Selection stage) |  | x |  |
| Contract Finalisation | Finalise contracting drafting with supplier bid and info |  | x |  |
| Send contract to Supplier for review |  | x |  |
| Arrange contract finalisation meetings if required |  |  | x |
| Send final contract to legal for review |  |  | x |
| Transition to contract Management | Mobilisation | Key Personnel | x |  |  |
| Transition Plan | x |  |  |
| Policy Compliance | x |  |  |
| Documentation return/Data migration | x |  |  |
| Timelines | x |  |  |
| Reporting formats | x |  |  |
| Financial controls | x |  |  |
| Contract management | SRM process | x |  |  |
| Schedule meetings | x |  |  |
| Performance monitoring | x |  |  |
| KPI's | x |  |  |
| Management Information | x |  |  |
| Performance issues | x |  |  |
| Resolving Disputes | x |  |  |
| Contract review | x |  |  |
| Exit Management | x |  |  |
| Procurement Support Services General Requirements | BAU | Training Delivery |  | x |  |
| FOI Requests |  | x |  |
| Collating Transparency Data |  | x |  |
| Collating Management Information |  | x |  |
| Maintaining Contract Register |  | x |  |
| Maintaining Waivers/Exemptions Register |  | x |  |
| Customer Survey |  | x |  |

# Annex S6 – Management Information

See separate document - Annex F management Information



# Annex S7 – SDDC Historical Activity

See separate document – S7 SDDC Historical Activitiy

# Annex S8 - Performance Measurement

See separate document S8 Performance Measurement