

CONTRACTS PROCEDURE RULES

1.	Introduction: Purpose of the Contracts Procedures Rules (CPR)	
1.1	Purchasing decisions and processes are important because the money involved is public money. The purpose of these Contracts Procedure Rules is to provide a structure within which purchasing decisions are made and implemented and which ensure that the Council:	
	1.1.1	further its corporate objectives;
	1.1.2	uses its resources efficiently;
	1.1.3	purchases quality goods, services and works;
	1.1.4	grants service concessions to concessionaires who provide quality services; and
	1.1.5	safeguards its reputation from any implication of dishonesty or corruption.
1.2	Purchasing by the Council, from planning to delivery, shall incorporate (where appropriate) principles of sustainability, equality, efficiency, whole life costs and cost savings.	
1.3	These Contracts Procedure Rules are made in accordance with the requirements of Section 135 of the Local Government Act 1972.	
1.4	These Contracts Procedure Rules do not provide guidelines on what is the best way to purchase works, supplies (goods), and services and to grant concessions contracts, they set out minimum requirements to be followed.	
2.	General Principles: Application and Compliance with Contracts Procedure Rules	
2.1	These Contracts Procedure Rules apply to the purchase by or on behalf of the Council of works, supplies (goods), services and the grant of service/works concessions.	
2.2	These Contracts Procedure Rules apply to all contracts including all purchase orders, concessions and contractual arrangements entered into by or on behalf of the Council, except for the specific types of contracts and purchasing methods which are listed in CPR 2.3	

2.3	These Contracts Procedure Rules do not apply to:	
	2.3.1	employment contracts;
	2.3.2	contracts relating solely to the purchase or sale of interests in land;
	2.3.3	contracts for retention of legal counsel or solicitors and for the appointment of expert witnesses in legal proceedings;
	2.3.4	service level agreements setting out the conditions which the Council applies to its funding of particular voluntary sector bodies; and
	2.3.5	subject to CPR 12.6, contracts for the sale of equipment, goods or recycled commodities provided that best value is obtained.
3.	General Principles Applying to All Contracts	
For the purposes of this CPR 3, the term “contract” means purchase orders, order forms, standard industry contracts (for example JCT, IEE, ICE, RIBA etc.), terms and conditions relating to works, services, supplies or the grant of service/works concessions and the term “contractor” includes “concessionaire”.		
3.1	All purchases however small shall be evidenced in writing.	
3.2	Subject to CPR 3.4 below, standard contract clauses shall be used in all contracts of a value of £100,000 or more unless the Council is using a Framework Contract in which case rule 3.2.5 below will apply:	
	3.2.1	For Service Contracts the standard contract clauses are issued by the Director of Central Services and Monitoring Officer and can be found on the Council’s share drive at: H:\share\Procurement\WebFiles\Staffnet\Core.doc
	3.2.2	For works contracts or professional service contracts the standard contract clauses should be the latest edition of standard printed form contracts such as JCT, IEE, ICE or RIBA contracts as appropriate.
	3.2.3	For supply contracts the standard terms and conditions can be found in Appendix 1 to the Purchasing Guide.
	3.2.4	In all cases the standard contract clauses must be modified to suit the particular contract in consultation with the Director of Central Services and Monitoring Officer or other professional advisors.

	3.2.5	If the terms of the purchase have already been set by a Framework Agreement the relevant Chief Officer shall consider the suitability of such terms in consultation with the Director of Central Services and Monitoring Officer or other professional advisors and shall ensure that the minimum requirements for contract clauses set out in CPR 3.3 below are included within such terms.
3.3	Subject to CPR 3.4 below, as a minimum, all contracts of a value of £5,000 or more shall include clauses in the format contained in Appendix 1 to the Purchasing Guide or shall set out:	
	3.3.1	The works, supplies (goods), services, service concession, material, matters or things to be carried out or supplied and the price to be paid for them or in the case of a service/works concession to be paid to the Council in return for the exploitation right.
	3.3.2	The time within which the contract is to be performed including any proposed extension to it and the terms on which it may be extended.
	3.3.3	Quality requirements and/or standards which must be met.
	3.3.4	Requirements on the contractor to hold and maintain appropriate insurance(s).
	3.3.5	What happens in the event that the contractor fails to comply with its contractual obligations (in whole or in part).
	3.3.6	Requirements on the contractor to comply with all relevant equalities and health and safety legislation and all other legislation relevant to the contract.
	3.3.7	That the Council shall be entitled to cancel the contract and recover losses in the event that the contractor does anything improper to influence the Council to give the contractor any contract or commits an offence under the Bribery Act 2010 or s117(2) Local Government Act 1972.
	3.3.8	That the contract is to be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.
3.4	The terms of all information technology contracts for software or support services of a value over £5,000 shall either include clauses in the format contained at Appendix 1 to the Purchasing Guide or be approved by the relevant Chief Officer in consultation with the Information Technology Manager and the Director of Central Services and Monitoring Officer.	

3.5	Written contracts shall not include non-commercial terms unless these are necessary to achieve best value for the Council or are included in accordance with the Public Services (Social Value) Act 2012 or necessary to enable or facilitate the Council's compliance with the Public Sector Equality Duty or any duty imposed on it by the Equality Act 2010. In this rule, "non-commercial" means requirements unrelated to the actual performance of the contract.	
3.6	All contracts shall include relevant specifications and/or briefs/technical requirements which are prepared taking into account the need for effectiveness of delivery, quality, sustainability and efficiency (as appropriate) and the information set out in the Council's Purchasing Guide.	
3.7	All contracts which involve a substantial risk to the Council must be subject to a written risk assessment, which should be kept on the contract file.	
3.8	All contracts subject to the Public Contracts Regulations 2015 ("EU rules") will include:	
	3.8.1	additional termination clauses pursuant to Regulation 73 of the EU rules exercisable in relation to a substantial modification of the contract requiring a new procurement process, situations requiring the mandatory exclusion of the contractor and infringement of obligations of the EU rules declared by the court of justice of the European Union;
	3.8.2	payment clauses pursuant to Regulation 113 of the EU Rules relating to payment of invoices no later than the end of the period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed.
4.	Regulatory Context	
4.1	All purchasing shall be conducted in accordance with Regulatory Provisions which are:	
	4.1.1	all relevant statutory provisions;
	4.1.2	the relevant EU Rules and EC Treaty Principles which are defined in the Council's Purchasing Guide;
	4.1.3	the Council's Constitution including these Contracts Procedure Rules, the Council's Financial Procedure Rules and Scheme/s of Delegation; and
	4.1.4	The Council's Purchasing Guide and other policies and procedures of the Council as appropriate.

4.2	In the event of conflict between the above, the EU Rules will take precedence, followed by UK legislation, then the Council's Constitution, the Council's Purchasing Guide and guidelines, policies and procedures.	
5.	Responsibilities of Chief Officers and Responsible Officers	
5.1	Each Chief Officer shall:	
	5.1.1	be responsible for the purchasing undertaken by their Service and ensure there are no conflicts of interest for staff, either involved in the conduct of purchasing or who may influence the outcome of the purchasing procedure, which might be perceived to compromise their impartiality and independence in the relevant purchasing procedure;
	5.1.2	be accountable to the Executive for the performance of their duties in relation to purchasing;
	5.1.3	comply with the Council's decision making processes including, where appropriate, implementing and operating a Scheme/s of Delegation;
	5.1.4	appoint a Responsible Officer in writing who shall be an authorised signatory (see CPR 5.2 below);
	5.1.5	take immediate action in the event of breach of these Contracts Procedure Rules.
5.2	A Responsible Officer is an officer with responsibility for conducting purchasing processes for the purchase of works, supplies (goods) services or the grant of service/works concessions on behalf of the Council, who has been authorised in writing by a Chief Officer to carry out those procurement tasks which the Chief Officer has authority to perform in accordance with the Council's Scheme of Delegations in Part 3 of the Constitution and these Contracts Procedure Rules.	
5.3	A Responsible Officer's duties in respect of purchasing are to ensure:	
	5.3.1	compliance with all Regulatory Provisions and integrity of the tender process;
	5.3.2	compliance with the relevant statutory provisions and the Council's requirements relating to declarations of interest affecting any purchasing process;
	5.3.3	that there is an appropriate analysis of the requirement, timescales, procedure and documentation to be used;

	5.3.4	the purchasing process, from planning to delivery incorporates (where appropriate) principles of sustainability, efficiency, whole life costs and cost savings;
	5.3.5	compliance with the Council's decision making processes;
	5.3.6	that all contract opportunities/awards of a value of £5,000 or more are included on the Council's Contract Register and that in addition those valued at £25,000 or more are uploaded onto the Cabinet Office's nominated web-based portal;
	5.3.7	that proper records of all contract award procedures, waivers, exemptions and extensions are maintained, for each purchase of a value of £5,000 or more to keep a record of all decisions taken at each stage of the procurement process;
	5.3.8	that value for money is achieved;
	5.3.9	that adequate and appropriate security (such as a bond or guarantee) is taken to protect the Council in the event of non-performance as deemed necessary;
	5.3.10	that risk assessments are undertaken in respect of all contracts and where there is a significant risk identified a written risk assessment is carried out and kept on the contract file;
	5.3.11	that staff involved in a purchasing process have no financial economic or personal interest which might be perceived to compromise their impartiality and independence in connection with the purchasing procedures undertaken.
5.4	In considering how best to procure works, supplies, services and the granting of service/works concessions, Chief Officers and/or Responsible Officers (as appropriate in the context) shall take into account wider contractual delivery opportunities and purchasing methods including the use of Purchasing Schemes and e-procurement/purchasing methods, and the availability of local authority charging and trading powers under the Local Government Act 2003.	
5.5	It is a disciplinary offence to fail to comply with these Contracts Procedure Rules and the Council's Purchasing Guide. All employees have a duty to report breaches of Contracts Procedure Rules to the relevant Chief Officer, the Audit and Counter Fraud Manager and the Monitoring Officer.	
5.6	Any officer or Member who suspects any misconduct or corruption in relation to the purchase by or on behalf of the Council of works, supplies (goods) and services or grant of a service/works concession must immediately report that suspicion to the Chief Executive, Director of Finance & Transformation <u>Head of Finance and s151 Officer</u> , Monitoring Officer or to the Audit and Counter Fraud Manager in accordance with the Council's Whistle Blowing Policy.	

6.	Scheme of Delegation
6.1	Council procurement may only be undertaken by Chief Officers or by an officer authorised in writing by a Chief Officer to exercise powers on their behalf in accordance with the Council's Scheme of Delegations in Part 3 of the Constitution and these Contracts Procedure Rules. Chief Officers have authority to procure and purchase services, supplies, works and grant service/works concessions for which there is an authorised budget and which are purchased in accordance with these Contracts Procedure Rules.
6.2	Chief Officers may take any procurement decision which is administrative in nature or where there is discretion to be exercised by the Council save to the extent that such decision is reserved to the Executive under these Contracts Procedure Rules.
6.3	Officers shall, where appropriate, be informed by their Chief Officer of the extent of any delegated authority and applicable financial thresholds.
7.	Financial Thresholds and Procedures
7.1	The table at CPR 7.7 sets out the general rules applying to the choice of purchasing procedure for contracts at the stated threshold values.
7.2	There is a general presumption in favour of competition. Wherever possible contract opportunities should be advertised by way of a public notice. The Council must consider the potential effect of a contract on interstate trade (at a European level). If a contract (e.g. a service or works concession) may be of interest to contractors from other member states then this may result in a need to advertise in a manner which ensures that potential contractors from other member states are aware of the opportunity, even for small value contracts or contracts under the EU threshold levels outlined in the table at CPR 7.7
7.3	The public notice referred to at CPR 7.2 may take the form of a notice or advertisement in an electronic or paper format, on an easily accessible website or other electronic media and/or in the press, trade journals or Official Journal of the European Union ("OJEU") (as appropriate). The Responsible Officer may choose to place one or more public notices in different media.
7.4	Where a contract valued above £25,000 is advertised, the advert will be published on the Council's nominated web-based portal (in addition to or instead of any other portal or publications which the Responsible Officer may use).
7.5	Once a contract valued at above £25,000 has been awarded as a result of any procurement process, details of the winning tender, the contract value and the date on which the contract is entered into must be published on the Council's nominated web-based portal.

7.6	Where contracts are of a type and value which means that they are subject to the EU Rules then there are six main types of EU procedure available. These are the open, restricted, competitive dialogue, competitive procedure with negotiation, negotiated procedure without prior publication of a notice and innovation partnerships. Care must be taken to ensure that the correct and most appropriate procedure is used. Assistance on the choice and use of any EU procedure should be sought from Legal Services or external consultants. Alternatively where there is a suitable Purchasing Scheme available this may be used subject to the requirements of CPR 15.		
7.7	Table setting out financial thresholds and procedures:		
Total Value £		Type of Contract	Procedure to be used
Up to but not including– 5,000		Works, supplies, services and concessions	At least one quote in advance value for money must be obtained
5,000 up to but not including 100,000		Works, supplies, services and concessions	At least three written quotes in advance, one to be from a local supplier** where possible. Advertisement required if likely to be of interest to non-domestic providers (cross-border interest)
100,000 up to but not including– 189,330*		Works, supplies, services and concessions	At least three written tenders in advance one to be from a local supplier** where possible. Advertisement required if likely to be of interest to non-domestic providers (cross-border interest)
189,330* and above		Supplies, services excluding Light Touch Regime Services (LTR defined below) and service concessions	EU Rules apply to supplies and services excluding Light Touch Regime Services Full competitive process following advertisement in the OJEU for supplies and non-LTR services. For service concessions advertisement only required if likely to be of interest to non-domestic providers (cross-border interest)

Total Value £		Type of Contract	Procedure to be used
Up to but not including 663,540*		LTR services (cultural or other community services listed in Schedule 3 to EU Rules)	Reduced requirements apply under the EU Rules but there is a presumption in favour of advertising and a competitive process
663,540* and above		LTR services	Advertise in the OJEU as LTR Service
189,330* up to but not including 4,733,252*		Works and works concessions	Full competitive process with tenders following advertisement by public notice
4,733,252* and above		Services/Works concessions and Works Contracts	Relevant EU rules apply full competitive process with tenders following OJEU advertisement
*Or relevant threshold in force at the time for that type of contract under the EU Rules. The Director of Central Services and Monitoring Officer shall have authority to amend any of the financial thresholds within this table in consequence of changes to such thresholds from time to time.			
**For these purposes a local supplier means a supplier which has its principal place of business or an office in Kent.			
8.	Financial Thresholds and Processes Applying to Approval and Execution of Contracts		
8.1	For Service and supply (goods) contracts valued at or over the relevant EU threshold (in force at the time) and for works contracts and service/works concession contracts which are valued at or over the EU Services/Supply threshold (excluding LTR Services) (in force at the time) the choice of procedure to be used and the decision to proceed to advertisement must be authorised by the Executive in advance. In all other cases the relevant Chief Officer has delegated authority to choose the procedure to be used and to advertise as set out in the table at CPR 7.7 and/or to carry out the entire procurement process in accordance with the Council's Constitution.		
8.2	When a decision is made to award a contract then the Responsible Officer must, in addition to complying with their general obligations under these Contracts Procedure Rules ensure, in particular, that:		
	8.2.1	the appropriate approvals have been obtained to authorise that decision (see CPR 12.4 and 12.5); and	

	8.2.2	where appropriate, a standstill period complying with the EU Rules is incorporated into the final award process.
8.3	Any contracts valued at £100,000 or above shall be executed as a deed. Officers with the appropriate delegated authority may sign other contracts. £10,000 shall be the threshold for the purposes of Regulation 8 of the Local Authority (Executive Arrangements) (Modification of Enactments and Further Provisions) (England) Order 2001.	
8.4	Electronic signatures may be used in accordance with the Electronic Signature Regulations 2002 provided the sufficiency of security arrangements has been approved by the Council's Information Technology Manager.	
9.	Calculating the Contract Value	
9.1	The starting point for calculating the contract value for the purposes of these Contracts Procedure Rules is that the contract value shall be the genuine pre-estimate of the value of the entire contract excluding Value Added Tax. This includes all payments to be made, or potentially to be made, under the entirety of the contract and for the whole of the predicted contract period (including proposed extensions and options). In the case of a service/works concession these principles will apply and the value will be the genuine pre-estimate of the value to the concessionaire of the exploitation rights for the entire contract duration excluding Value Added Tax. Where the contract is a rolling service contract, which does not specify a contract period or end date, the contract period shall notionally be taken to be 4 years for the purpose of calculating the contract value to apply these Contracts Procedure Rules.	
9.2	There shall be no artificial splitting of a contract to avoid the application of the provisions of the EU Rules and/or these Contracts Procedure Rules.	
9.3	The EU Rules can cover contracts which are below the stated EU threshold where they constitute repeat purchases and/or purchases of a similar type in a specified period. Responsible Officers should therefore seek advice on the application of the EU Rules where they envisage that they may require repeat purchases and/or purchases of a similar type.	
10.	Principles Underlying Tendering Processes and Tender Evaluation	
10.1	All tendering procedures (including obtaining quotes), from planning to contract award and signature, shall be undertaken in a manner so as to ensure:	
	10.1.1	sufficient time is given to plan and run the process;
	10.1.2	equal opportunity and equal treatment;
	10.1.3	openness and transparency;

	10.1.4	probity; and
	10.1.5	outcomes which deliver equality/efficiency, and where possible and appropriate, cost savings, sustainability, and social value.
11.	Submission and Opening of Tenders	
11.1	An Invitation to Tender shall be issued by the Council for all contracts over £100,000 and tenders shall be submitted in accordance with the requirements of the Invitation to Tender.	
11.2	Any tenders received (other than those received electronically, to which rule 11.3 below shall apply) shall be:	
	11.2.1	contained in a plain envelope which is securely sealed and bears the completed tender envelope address label sticker supplied by the Council;
	11.2.2	free from any distinguishing mark or matter which identifies the sender;
	11.2.3	kept in a safe place by the Council's Director of Central Services; and
	11.2.4	retained unopened until the date and time specified for its opening.
11.3	Where the Council has indicated in the Invitation to Tender that a tender can or must be submitted electronically, then those tenders shall be:	
	11.3.1	addressed to the e-mail address as notified in the Invitation to Tender;
	11.3.2	in the format specified in the Invitation to Tender;
	11.3.3	stored in a secure mailbox or any other secure system, which requires a code or other appropriate security measure, to open it; and
	11.3.4	retained unopened until the date and time specified for its opening.
11.4	No tender received after the time and date specified for its opening shall be accepted or considered by the Council unless the Chief Executive in consultation with the Monitoring Officer is satisfied that there is sufficient evidence of the tender having been dispatched in time for it to have arrived before the closing date and time, or other exceptional circumstances apply and the other tenders have not been opened.	

11.5	Tenders shall be opened by the Director of Central Services and the Audit and Counter Fraud Manager or their representatives in the presence of an officer from the relevant Service conducting the procurement and an immediate record shall be made of tenders received, tenderers names and addresses, the date and time of opening and a record of the officers present.
12.	Evaluation of Quotes and Tenders and Award of Contract
12.1	All quotes and tenders shall be evaluated in accordance with evaluation criteria notified in advance to those submitting quotes/tenders.
12.2	Tenders subject to the EU Rules shall be evaluated in accordance with the EU Rules.
12.3	Save in exceptional circumstances, approved in advance by the Executive, all contracts shall be awarded on the basis of the quote or tender which represents the most economically advantageous tender to the Council and not on the basis of lowest price.
12.4	All supply (goods) or works contracts which are valued below the EU supply threshold (in force at the time) and for service contracts which are valued at below the relevant EU service threshold for that type of service contract may be awarded by the relevant Chief Officer by applying the relevant evaluation and award criteria which have been previously set, provided that there is an approved budget and the procurement has been conducted in accordance with these Contracts Procedure Rules.
12.5	All service or supply (goods) contracts valued at or over the relevant EU threshold (in force at the time) works contracts and service/works concessions valued at or over the EU supply threshold shall be awarded by the Executive (in the case of Executive business) or Council (in the case of Council business) following a report by the relevant Chief Officer(s) on the tenders received by applying the relevant tender evaluation and award criteria which have been previously set. Alternatively such decision shall be delegated to named officers or officers in consultation with members by the Executive (in the case of Executive business) or Council (in the case of Council business).
12.6	All contracts for the sale of equipment, goods or recycled commodities which are valued over their life at in excess of the current EU supply tendering threshold, set out in the table at CPR 7.7, shall be subject to endorsement by members of the procurement process undertaken and the award decision before the contract is entered into.

13.	Waivers	
13.1	In all cases, subject to the approval being given in CPR 13.3.3 below and the correct process in CPR 13.2, 13.3 and 13.4 being followed, the requirement for the Council to conduct a competitive purchasing process for contracts in excess of £5,000 may be waived in the following circumstances:	
	13.1.1	for contracts which are not subject to the EU Rules, the work, supply service or grant of service/works concession is required as a matter of urgency and a delay would be likely to lead to financial loss, personal injury or damage to property; or
	13.1.2	the circumstances set out in the EU Rules (Regulation 32) apply (whether or not the contract is of a type which is subject to the application of the EU Rules); or
	13.1.3	the contract is awarded under a Purchasing Scheme of a type where a competition has already been undertaken on behalf of the Council, provided that the particular Purchasing Scheme requirements are followed; or
	13.1.4	at the discretion of the relevant Chief Officer who may proceed in a manner most expedient to the efficient management of the Service/Council with reasons recorded in writing.
13.2	A Responsible Officer, whom seeks a waiver of Contracts Procedure Rules, shall do so only in advance and only in exceptional circumstances. Further guidance on what may constitute exceptional circumstances permitting waiver of these Contracts Procedure Rules is set out in the Council's Purchasing Guide.	
13.3	All waivers from these Contracts Procedure Rules must be:	
	13.3.1	fully documented:
	13.3.2	subject to a written report to be submitted in advance to the Chief Executive, the Director of Finance & Transformation <u>Head of Finance and s151 Officer</u> and the Monitoring Officer which shall include reasons for the waiver which demonstrate that the waiver is genuinely required and that exceptional circumstances exist;
	13.3.3	subject to approval in advance by the officers referred to in 13.3.2 above who shall record that they have considered the reasons for the waiver and that they are satisfied that the waiver can be granted. Applications for waiver which are a result of poor contract planning will not usually be approved.

13.4	All decisions on waivers must take into account:	
	13.4.1	probity; and
	13.4.2	Best Value and/or value for money principles.
13.5	For contracts subject to the EU Rules, any waiver from the requirement for competition must meet the conditions set out in the EU Rules in addition to the general requirements above in CPR 13.1 to 13.4 and in particular regulation 32 of the EU rules.	
13.6	For those Contracts valued at £100,000 or more the relevant Chief Officer shall report the waiver to the next appropriate meeting of the Executive or Council.	
14.	Extensions or Modifications to Existing Contracts	
14.1	Subject to CPR 14.5 and 14.6 below, an extension to the duration of an existing contract or a modification to it may be implemented if specifically provided for in the original contract and shall be for the specified period and on the specified terms.	
14.2	Subject to CPR 14.5 and 14.6 below, extensions to the duration and/or modifications to existing contracts such as the inclusion of additional services shall be:	
	14.2.1	made in accordance with any statutory restrictions and any specific terms of the contract;
	14.2.2	fully documented;
	14.2.3	subject to a written report to be submitted to the relevant Chief Officer for the Service which shall include reasons for the extension or modification which demonstrate that the need for the extension or modification is required in the best interests of the Council and that CPR 14.1 to 14.5 have been complied with; and
	14.2.4	subject to approval by the relevant Chief Officer for the Service who shall record that they have considered the reasons for the extension and that they are satisfied that there are circumstances justifying the extension and that CPR 14.1 to 14.5 have been complied with.
14.3	Subject to CPR 14.6 any extension to an existing contract may be determined by the relevant Chief Officer provided that there is an authorised budget and that CPR 14.1 to CPR 14.5 have been complied with. The reasons for the decision must be fully documented.	

14.4	Subject to CPR 14.6 any extension must take into account:	
	14.4.1	Probity; and
	14.4.2	Best Value and/or value for money principles.
14.5	For contracts subject to EU Rules, any extension or modification to an existing contract must meet the conditions set out in the EU Rules and in particular regulation 72 of the Public Contracts Regulations 2015 in addition to the more general requirements set out above.	
14.6	CPR 14 does not apply to an extension of time under a standard JCT/ICE works contract or their equivalent where the extension is permitted in the contract due to the occurrence of unforeseen events. Such an extension should be dealt with in accordance with the terms of the particular contract.	
14.7	Where the extension or modification is to a contract originally valued at in excess of the thresholds applicable to EU Contracts, as set out in the table at CPR 7.7, the Chief Officer responsible for the relevant Service shall report the extension or modification to the next convenient meeting of the Executive.	
15.	Purchasing Schemes	
15.1	A Responsible Officer may use Purchasing Schemes subject to the following conditions and the Council's Purchasing Guide.	
15.2	Responsible Officers must check in advance that;	
	15.2.1	the Council is legally entitled to use the Purchasing Scheme;
	15.2.2	the purchases to be made do properly fall within the coverage of the Purchasing Scheme;
	15.2.3	the establishment and operation of each Purchasing Scheme is in compliance with the EU Rules (where they apply) and meets the Council's own requirements; and
	15.2.4	a waiver is obtained under CPR 13 to use the Purchasing Scheme in accordance with that rule or where the contract is above the relevant EU threshold for that type of contract (as referred to in regulation 5 of Public Contract Regulations 2015) that Member authorisation under CPR 8.1 is obtained to use the Purchasing Scheme.
15.3	A "Purchasing Scheme" may include:	
	15.3.1	contractor prequalification lists/select lists;

	15.3.2	framework arrangements (including those set up by the Crown Commercial Service or any successor body);
	15.3.3	purchasing arrangements set up by central purchasing bodies and commercial organisations;
	15.3.4	consortium purchasing;
	15.3.5	collaborative working arrangements;
	15.3.6	formal agency arrangements;
	15.3.7	e-procurement/purchasing schemes and methods; or
	15.3.8	other similar arrangements.
15.4	Where a Purchasing Scheme is used then there shall be a whole or partial exemption from the obligations under these Contracts Procedure Rules in respect of the choice and conduct of procedures to the extent permitted and indicated in the Council's Purchasing Guide.	
16.	Review and Changes to these Contracts Procedure Rules	
16.1	These Contracts Procedure Rules shall be reviewed and updated on a regular basis. Save in the case of revisions to the EU Thresholds, which are set out in the table at CPR 7.7, amended Contracts Procedure Rules shall be agreed and adopted by Full Council. Revisions to the EU Thresholds in the table at CPR 7.7 or amendments consequential on such changes shall be dealt with by the Director of Central Services and Monitoring Officer who may amend such thresholds with effect from the date when new thresholds are introduced by any legislation.	
16.2	The Director of Central Services and Monitoring Officer may amend the Purchasing Guide to reflect case-law, changes in law and statutory guidance issued in relation to procurement practises and procedures and to reflect any changes made to these rules which have been authorised by Council or otherwise under these rules.	
17.	Suspension of these Contracts Procedure Rules	
	These Contracts Procedure Rules may be suspended on the authority of the Chief Executive, Head of Paid Service and the Monitoring Officer for reasons of expediency and/or efficiency which are in the best interests of the Council and any such suspension shall be reported to the next appropriate meeting of the Executive.	