

CPR Tracked Updates 2020

Key

 Highlighted in yellow shows new wording

Existing Clause wording	Amended wording
1.6. Tenders over £25,000 in value must be advertised on www.Sell2Wales.gov.wales. In exceptional circumstances this requirement may be waived following prior approval from the Procurement Manager and the relevant Department's Head of Service. (See CPR 7.1.3.1 for further details).	1.6. Tenders over £25,000 in value must be advertised on www.Sell2Wales.gov.wales. In exceptional circumstances this requirement may be waived following prior approval from the Head of Revenues and Financial Compliance and the relevant Department's Head of Service. (See CPR 7.1.3.1 for further details).
1.10	Additional wording: 1.10. The CPU shall retain and update the Authority's Contracts Register and must be advised of all contracts entered into, including those resulting from framework call-offs.
1.11 Exceptions Reporting	Changed from the CR Exception Inbox to 'the online Exception Reporting System'
2.2 Brexit	New wording:- These rules are currently based on the UK being a member of the European Union. As the UK withdraws from the EU, any rules implemented in their place by the UK Government will apply.
4.4.1	Removed wording referring to NPS added DPS – Dynamic Purchasing System
4.11 New Clause – Welsh Language	4.11 Welsh Language Standards 4.11. The Lead officer is required to comply with the Welsh Language (Wales) Measure 2011 which means that Welsh should be treated no less favourably than the English language in Wales. 4.11.1. The Welsh Language Measure and Welsh Language Standards also apply to any activity or service carried out on the Council's behalf by a third party under arrangements made between the third party and the Councils
4.12 New Clause – GDPR	4.12. The Lead Officer must consider whether the supplier(s) will be provided with Personal Data by the Council or collect personal data on our behalf in line with the General Data Protection Regulation. If this is the case the Information Governance and Complaints

	<p>Manager must be consulted for further guidance.</p> <p>4.12.1. If the product/service being procured requires the use of new technologies in the collection/use of Personal Data that may be likely to result in a high risk to the rights and freedoms of the individuals a Data Protection Impact Assessment must be undertaken to identify and reduce any privacy risks. The Information Governance and Complaints Manager must be contacted for further guidance.</p>
4.13 New Clause – Concession Contract	<p>4.13. Any Contracts where the Contractor makes a profit from the works/service is covered by the Concession Contracts Regulations 2016 (CCR 2016). The CCR has a higher threshold for its application (Please see procurement pages on the Intranet for the latest Threshold).</p> <p>The Lead Officer must contact the Corporate Procurement Unit for guidance and support on the application of CCR.</p>
5	<p>Added some additional wording to include a reference to the Public Contracts Regulations 2015 to clarify this clause.</p> <p>Public Contracts Regulations 2015 and the Authority's Procurement Guidance when developing such arrangements/agreements.</p>
5.2.1 Joint Procurement / Centralised Purchasing Activities – Authority Lead arrangements / frameworks	<p>5.2.1. When undertaking a joint procurement arrangement on behalf of the Authority and other public bodies, the lead officer must determine whether the Authority is carrying out an Occasional Joint Procurement OR Central Purchasing Activities in line with the Public Contracts Regulations 2015. CPU must be contacted to advise and agree the approach.</p>
5.3.1 CPB's	<p>Added in additional wording to cover circumstance whereby officers sign up to Frameworks without the necessary due diligence from legal/procurement/finance etc.</p> <p>Before entering into any such arrangement the Lead Officer must consult / seek approval from CPU.</p>
5.4. National Procurement Service 5.4.1. In the event of the NPS setting up an arrangement to meet a particular requirement, Carmarthenshire County Council must consider calling off that arrangement. Where there are exceptional circumstances, the Lead Officer, in liaison with the Procurement Manager must	<p>Suggest removing this clause - The emphasis on the NPS frameworks has changed since the original CPR's were written in 2016. We do not treat NPS any differently to any other Collaborative arrangements at the moment (e.g ESPO, CCS, YPO etc).</p>

submit a report to the Section 151 Officer and Monitoring Officer for approval.	
5.5 Membership of other Procurement Arrangements	Additional wording added with legal's advice to clarify that this is intended to cover formal sign up to an organisation (e.g. Welsh Purchasing Consortium) as opposed to signed up to a Central Purchasing Body Frameworks like CCS or Espo etc (this is covered in 5.3.1) 5.5.1. Any new formal membership of any organisation whose purpose is to facilitate joint procurement arrangements with other local Authorities and/or public sector bodies, including membership or initial use of any Consortia or public sector trading organisation must be approved by the Monitoring Officer and Section 151 Officer.
7.1.3	Changed Procurement Manager to Head of Revenues and Financial Compliance
7.2.1.2. A Tender Record Form must be completed and signed off by the Procurement Manager (or delegated Officer) prior to tender advertisement which includes the requirement to confirm a complaint process.	7.2.1.2. A Tender Record Form must be completed and signed off by the Procurement Category Manager (or delegated Officer) prior to tender advertisement which includes the requirement to confirm a complaint process.
8.5 Financial Assessments – NEW CLAUSE Added in light of some departments undertaking their own financial assessments and the risks we may be subjected to because of this.	8.5. The Authority's Finance team must be consulted prior to commencing a tender exercise to determine the appropriate level of financial assessment required, both at the tender stage and throughout the duration of the subsequently awarded framework/contract (where appropriate).
8.6 Head of Audit, Risk and Procurement	Changed to Head of Revenues and Financial Compliance
9.3 – amended wording slightly	9.3. Where in the opinion of the Lead Officer the tender appears to be abnormally low in value in accordance with the Public Contracts Regulations 2015 the Lead Officer is required to request the tenderer(s) to explain the price or costs proposed in a tender where it appears to be abnormally low. CPU must be consulted for guidance.
9.4.3 NEW CLAUSE	For Procurement Tender Exercises subject to / governed by / with a Joint Governance Committee, a cross-section of officers from other Public Sector bodies, subject to those bodies obtaining their own prior approvals, may sit on the Authority's Tender evaluation panel and score.

10.3.9 Corruption clause	Updated wording 10.3.9. Every written contract must state that the contractor will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
11 Contract Management	Added some additional wording to strengthen this clause. An appropriate contract management plan must be agreed upon award and advice sought from CPU.
12.2 – New clause inserted for exception requests up to £25,000. The intention being that requests up to £25,000 will be sent to the Head of Revenues and Financial Compliance for approval.	Duplicated clause conditions as per monitoring Officer and Section 151 Officers permitted conditions to request an exception.
12.4.1.1. Negotiated Procedure without Prior Publication	Additional wording added in at request of Monitoring Officer. 12.4.1.1. Negotiated Procedure without Prior Publication can only be used in the following cases: - (a) where no tenders, no suitable tenders, no requests to participate or no suitable requests to participate have been submitted in response to an open procedure or a restricted procedure. (b) where the works, suppliers or services can be supplied only by a particular economic operator for any of the following reasons: - (i) the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance, (ii) competition is absent for technical reasons, (iii) the protection of exclusive rights, including intellectual property rights. But only, in the case of paragraphs (ii) and (iii) where no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement; (c) insofar as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the contracting authority, the time limits for the open or restricted procedures or competitive procedures with negotiation cannot be complied with.
12.4.2 Exceptions above OJEU (previously 12.3.2)	Removing the wording in this clause at Monitoring Officer and Section 151 Officers request and replace by wording noted below.

<p>Currently 12.3.2 states:- any exceptions and waivers to these Rules above the OJEU Threshold shall only be given in exceptional circumstances and will be authorised by the Monitoring Officer and Section 151 Officer following submission of a written justification by the relevant Lead Officer.</p>	
<p>12.4.2</p>	<p>New wording:- any exceptions and waivers to these Rules above the OJEU (outside of 12.4.1) must be referred to the Monitoring Officer and Section 151 Officer via the online Exception Reporting System and these will then be referred to the Corporate Management Team (CMT).</p>
<p>12.6.1 Exception Reporting – changed from inbox to online form. – as per 1.11</p>	
<p>Appendix 1 - Definitions & Interpretations</p>	<p>It has been detected throughout the CPR's are the terms <i>supplier</i> and <i>contractor</i> – therefore adding in definitions in Appendix 1.</p>