Ribble Valley Borough Council

Contract Procedure Rules

1st April 2008

CONTRACT PROCEDURE RULES

CPR 1 INTERPRETATION

1.1 These Contract Procedure Rules are standing orders of the Council (made pursuant to Section 135 of the Local Government Act 1972) with respect to the making of Contracts.

1.2 In these Rules, each of the expressions in the left-hand column below shall have the meaning stated against that expression in the right-hand column.

Responsible Officer	any permanent or temporary staff member who is properly authorised to carry out any of the Council's contracts functions.
Director	is the Chief Executive or a Director
Service Managers	includes, for the purposes of these Contract Procedures Rules, all Service Managers (or, in the absence of the Service Manager, his/her nominated representative).
Committee	means a Committee or Sub-Committee of the Council.
Contract	is any agreement between the Council and one or more Providers for the supply of goods or materials for or on behalf of the Council, for the execution of works for or on behalf of the Council, or for the provision of services to the Council or to others on its behalf (including but not limited to the provision of services, wholly or partly, in return for a concession).
CPR	Contract Procedure Rule.
EU Contract	is a Contract covered by the Public Works/Supplies/Services/Utilities Contract Regulations.
Provider	is any contractor supplying or offering to supply goods, works, or services (including concessions) to the Council and includes any individual, firm, agent, company, partnership, public authority or other organisation.
Section 151 Officer	is the officer with responsibility for the proper administration of the financial affairs of the Council in accordance with Section 151 of the Local Government Act 1972 (currently the Director of Resources) or his/her Deputy.

1.3 References to monetary values in these Contract Procedure Rules **exclude VAT**.

1.4 Where reference is made in these Contract Procedure Rules to the Director of Resources, in the absence of that Officer, the Financial Services Manager is the authorised substitute Likewise, in the absence of the Legal Services Manager, the Council's Solicitor will be the authorised substitute.

CPR 2 SCOPE AND APPLICATION

2.1 These Procedure Rules shall apply to any Contract, with the exceptions listed in CPR 2.2, and also to the nomination of sub-contracts under any such Contract (whether in each case the Council is contracting or nominating on its own behalf or wholly or partly on behalf of others).

2.2 These Procedure Rules do not apply to transactions of the following types:

a) Purchases or sales by auction or at public fairs or markets;
b) Contracts for the sale or purchase of land;
c) Contracts for the engagement of Counsel, or for the engagement of external Solicitors to represent the Council in specified legal proceedings;
d) Contracts with statutory undertaking(s) for work which only they can carry out;
e) Contracts of employment;
f) Orders placed with such consortia as may be approved by the Council provided it is satisfied that the purchasing arrangements of the consortia in question comply with EC and UK legislation and provide value for money;
g) Contracts formalising the funding of particular voluntary sector bodies where the purpose of the contract is to establish the general conditions whereby the body may be funded by the Council.

2.3 All employees of the Council and firms/advisors employed to act in any capacity to manage or supervise a Contract must comply with these Procedure Rules and with the Council's Financial Regulations and Directors and each Service Manager must ensure such compliance in the contracting area for which he/she is responsible.

CPR 3 RESPONSIBLE OFFICERS' DUTIES

3.1 Responsible Officers shall always:

(a) seek value for money;
(b) show no favour or disfavour to any Provider nor discriminate against Providers from other EC states;
(c) conduct tendering and price testing in accordance with proper practices and the highest standards of propriety;
(d) do nothing that contravenes EC or domestic law; and
(e) ensure that adequate Contract files are kept and retained for all Contracts upon which they are engaged.

CPR 4 COMPLIANCE WITH CONTRACT PROCEDURE RULES AND LEGISLATION

4.1 Every Contract made by the Council or on its behalf shall comply with the European Community Treaty and all relevant European Union and domestic legislation, these Contract Procedure Rules and the Council's Financial Regulations subject to the following provision.

4.2 Arrangements made to meet the requirements of any present or future domestic legislation or EU Directive shall take precedence over any provision of these Contract Procedure Rules.

CPR5 EXEMPTIONS FROM CONTRACT PROCEDURE RULES

5.1 Exemptions from the requirements of these Contract Procedure Rules are to be the exception and not the rule. They must not be granted as a matter of administrative convenience and must be supported by documented and evidenced reasons as to the legitimate need for the exemption to be granted.

5.2 When an exemption is sought from tendering or the requirement to obtain written quotations, the relevant Director or Service Manager will need to justify the use of an alternative method of selection so that propriety, value for money and compliance with EU and domestic legislation can be demonstrated. It will also include reasons such as:

(a) that only one Provider is able to carry out the work or service or to supply the goods for technical or artistic reasons or because of exclusive or proprietary rights;
(b) that time limits required for tendering cannot be met for reasons of extreme urgency and which (in EU cases) were unforeseen and unattributable to the Council;

(c) that additional goods, works or services are required which, through unforeseen circumstances, were not included in the original contract and which are either strictly necessary for the completion of the Contract or, for technical or economic reasons, cannot be carried out separately without great inconvenience/additional costs;
(d) that goods are required as a partial replacement for or in addition to existing goods or installations and obtaining them from another Provider would result in incompatibility or disproportionate technical difficulties in operation or maintenance.
(e) That despite seeking the relevant number of quotations, insufficient quotations have been obtained (see 6.5 below)

5.3 The Director or Service Manager must keep a written record justifying any exemption(s) under paragraph (a) to (e) above and seek the prior agreement of the Legal Services Manager and the Director of Resources. The Director or Service Manager must then report to the next possible meeting of the relevant Committee details of such exemptions.

5.4 Exemption (on grounds other than 5.2 (a) to e)) from any of the following provisions of these Procedure Rules may be made only by the direction of the relevant Committee where such Committee is satisfied that the exemption is justified in special circumstances.

5.5 No exemption may be granted:

(a) which would result in a breach of European or UK law;
(b) from CPR 18 unless on grounds of extreme urgency (e.g. during civil emergency) (Acceptance of Tenders);from CPR 20 (Form of Contract); or from CPR 21 (Execution of Contracts).

CPR 6 REQUIREMENT TO OBTAIN QUOTATIONS OR TENDERS

Contracts not requiring tendering

6.1 The following contracts need not be tendered.

(a) Contracts valued at £50,000 or less (unless required by EU law).

PROVIDED that such contracts are effected in compliance with the Council's Financial Regulations and all appropriate internal controls.

Contracts valued at £50,000 or less

6.2 An official order shall be placed using the Council's approved Order Form/Purchase Ordering System.

6.3 A Contract made under CPR 6.2 where the estimated value is:

(i) £5,000 or less may be made without written competitive quotations as long as the Contract is not part of a larger Contract.
(ii) over £5,000 but not exceeding £20,000 may be made after obtaining at least two written quotations;
(iii) over £20,000 but not exceeding £50,000 may be made after obtaining at least four written quotations;

6.4 Under no circumstances should Contracts be broken down in size so as to have the effect of lowering the Contract value or to avoid the requirements for tendering or the need for written quotations.

6.5 Where the relevant number of quotations has been sought, but fewer quotations have been obtained, the Director or Service Manager may make an exemption from the requirement to obtain the number of quotations specified above with the written agreement of the Legal

Services Manager and Director of Resources. The Director must then report details of any such exemption to the next possible meeting of the relevant Committee.

6.6 In all cases, except where it is impracticable for reasons of extreme urgency, confirmation of the Provider's terms of business (usually a written quotation) shall be obtained before an order is placed.

6.7 The Responsible Officer shall keep a written record of the Providers approached, their responses, details of any quotations provided, the subject matter of the quotation, the name of the Provider, the time and date of the quotation and details of the price offered and any other trading terms.

Contracts valued at more than £50,000

6.8 All Contracts with an estimated value over £50,000 shall be subject to competitive tender in accordance with CPR 12, unless exempted in accordance with CPR 5 or awarded by way of extension to an initial Contract for works in accordance with CPR 12.1(d).

CPR 7 AWARD OF CONTRACTS WITHOUT TENDERING

7.1 No Contract may be awarded unless the expenditure involved has been included in approved revenue or capital estimates or has been otherwise approved by, or on behalf of, the Council. The Responsible Officer shall ensure that evidence of authority to spend, and the budget code to be used, is recorded on the Contract file.

7.2 Contracts with a quoted value of £50,000 or less may be awarded on behalf of the Council by the relevant Director to the Provider who offers the lowest price or whose offer is considered by the Director to be the most economically advantageous to the Council, provided in both cases the price quoted is within the budgetary limits approved by the Council or a Committee appointed for that purpose.

7.3 Contracts with a quoted value in excess of £50,000 may be awarded on behalf of the Council by the relevant Director in consultation with the Chairman of the relevant Committee to the Provider who offers the lowest price or whose offer is considered by the Director to be the most economically advantageous to the Council provided in both cases the price quoted is within the budgetary limits approved by the Council or Committee appointed for that purpose.

7.4 No contract with a quoted value in excess of £50,000 shall be awarded until the Director of Resources has checked the Provider's financial standing and provided written confirmation that this is satisfactory for the Contract to be undertaken.

7.5 The Responsible Officer shall ensure compliance with OJEC requirements for the publication of Contract Award Notices and provide copies of the Notice(s) to the Legal Services Manager and the Financial Services Manager.

7.6 Details of all Contract awards exceeding £50,000 shall be forwarded to the Financial Services section for inclusion in the Council's Contracts Register as soon as possible after the award and prior to works commencing. Such notification to also include evidence of the authority to enter into the Contract.

CPR 8 INTERESTS OF OFFICERS IN CONTRACT MATTERS

8.1 Directors, Responsible Officers and any other person (whether or not in the employment of the Council) assisting either of them in connection with any part of the procurement process shall comply with all requirements applicable from time to time of the law and of the Council's Code of Conduct for Employees as regards:

(a) the declaration of interests (either generally or in relation to a particular procurement matter), and;
(b) refraining from participation in some or all stages of particular procurement matters.

NB: At the time of adoption of these Rules, the Current provisions are:

- Section 117(1) of the Local Government Act 1972;
- The Council's Code of Conduct for Employees, adopted in 2005.

CPR 9 APPROVED LISTS

9.1 This Rule shall apply where, in the opinion of the relevant Director or Service Manager and subject to the approval of Committee, it is considered appropriate to maintain a list of approved Providers for specific categories of work.

9.2 There shall be compiled and maintained lists of Providers in respect of Council contracts. Such lists shall contain the names of all Providers who wish to be included in them and who are approved by the relevant Committee according to written criteria.

9.3 The relevant Service Manager shall maintain the approved lists and shall ensure they are reviewed at intervals not exceeding three years.

9.4 At least every three years a public notice shall be given in one or more local newspapers and such trade journals as are considered desirable inviting Providers to apply to have their names placed on the approved lists.

9.5 The approved list shall indicate in respect of a Provider whose name is so included the categories of Contract and the value or amounts in respect of those categories for which approval has been given.

9.6 Invitations to tender for a Contract shall be sent to not less than four of those Providers selected by the relevant Service Manager from among those approved for a Contract of the relevant category and amount or value. Where the list comprises less than four Providers, invitations to tender shall be sent to them all.

CPR 10 ESTIMATES OF CONTRACT VALUE

10.1 Before inviting tenders for the execution of any work or for the provision of any goods or services the relevant Service Manager shall keep a written record of the estimate in writing of the likely expense of executing the work, or the provision of goods or services in a suitable manner.

CPR 11 PRE-TENDER/QUOTATION ENQUIRIES

11.1 Enquiries of Providers may be made before tenders or quotations are invited in order to:

(a) establish whether the goods, works or services the Council wishes to purchase are available and within what price range;
(b) prepare tender documents, price estimates and contract documents;
(c) establish whether particular Providers wish to be invited to tender or quote.

11.2 In making enquiries:

(a) no information will be disclosed to one Provider which is not then disclosed to all those of which enquiries are made or which are subsequently invited to tender or quote:
(b) no Provider will be led to believe that the information they offer will necessarily lead to them being invited to tender or quote or be awarded the Contract.

CPR 12 COMPETITIVE TENDERING – CONTRACTS OVER £50,000

12.1 Subject to 13.2 below, no Contract, the estimated value of which exceeds £50,000, shall be made unless:

(a) at least 21 days' public notice has been given in one or more of the local newspapers and in such trade journals as the relevant Service Manager shall consider desirable, stating the nature and purpose of the Contract, inviting tenders and stating the last date when tenders will be received; or

(b) tenders for the Contract (being a Contract for the execution of work) have been invited by the relevant Service Manager from amongst the appropriate approved list of Providers compiled under CPR 9; or

(c) public notice has been given in respect of a particular Contract in the manner described in CPR 12.1(a) inviting applications from Providers to be placed on a list to be approved by the Council from which Providers selected by the relevant Service Manager will be invited to submit tenders; or

(d) the proposed Contract, being a Contract for the execution of work, forms part of a serial programme the terms having been settled with the Contractor on the basis of the application of a stated addition or deduction to the rates and prices contained in an initial Contract awarded competitively following an invitation to tender in accordance with the provisions of (a), (b), or (c) above subject to a maximum extension under this Rule not exceeding 100% of the original Contract value or £50,000 whichever is the lower.

CPR 13 TENDER INVITATION

13.1 When tenders are invited following public advertisement Contract documents will be sent within five working days of request provided any specified fee has been paid.

13.2 When tenders are invited for an EU Contract, the timescale given to providers to return tenders will be in accordance with the timescales as determined by the European Union:

Appendix 1 sets out the current timescales.

13.3 Reasonable requests for further information relating to the Contract documents will be granted provided the request enables the Council to supply the information not less than six days (or four days in cases of emergency) before the date specified for receipt of tenders. Information supplied to one Provider will be shared with all Providers unless in the opinion of the relevant Service Manager and following consultation with the Legal Services Manager there are appropriate grounds for not doing so.

13.4 Every invitation to tender will state that a tender will only be considered if it is:

(a) addressed to the Legal Services Manager, Council Offices, Church Walk, Clitheroe BB7 2RA in a plain sealed envelope or package which shall bear the word “Tender” followed by the subject to which it relates, but shall not bear any name or mark indicating the sender;

(b) accompanied by an undertaking which shall become a condition of the Contract that the amount of the tender has not been calculated by agreement or arrangement with any person other than the Council and that the amount of the tender has not been communicated to any person other than the Council and will not be communicated to any person until after the closing date for the submission of tenders (except for the purposes of obtaining any bond/surety where this is a requirement of the proposed Contract).

13.5 Tenders submitted by facsimile or electronic transmission will not be considered.

CPR 14 RECEIPT OF TENDERS

14.1 Envelopes and packages received in accordance with the provision of CPR 13 shall immediately on receipt be consecutively numbered and be placed in the custody of the Legal Services Manager until the time appointed for the opening.

14.2 An officer receiving tenders shall indicate on the envelope or package the date and time of its receipt by him/her.

14.3 Any tender received after the date and time indicated for the receipt of tenders shall not be considered unless in the opinion of the Director of Resources there is clear evidence that the tender was posted or hand delivered before the date for receipt of tenders in which case the relevant Service Manager shall have discretion to admit the tender to opening and consideration. Subject to this exception tenders which are received late shall be retained unopened by the Legal Services Manager until after the result of the tendering process has been published to tenderers.

CPR 15 OPENING OF TENDERS

15.1 All tenders with an estimated value in excess of £50,000 will be opened by the Legal Services Manager or his/her nominated representative in the presence of the appropriate Committee Chairman or in his/her absence the Vice Chairman.

15.2 All tenders will be opened at the same time and place and shall be immediately signed and dated by the Officers required to be present in accordance with CPR 15.1 above.

15.3 The Legal Services Manager or his/her nominated representative will, at the time the tenders are opened, record in the tender register;

(a) the nature of the goods or materials to be supplied or the work to be executed;
(b) the name of each Provider by or on whose behalf a tender was submitted together with the consecutive number endorsed on the tender envelope;
(c) the amount of each tender;
(d) the date and time of the opening of the tender;
(e) the names of the persons present at the opening of the tenders.

15.4 The relevant Service Manager will keep securely all tenders with the envelopes received for a period of at least 12 months after the award of the Contract or such longer period as may be required by domestic or EU legislation.

CPR 16 ERRORS OR DISCREPANCIES IN TENDERS ETC.

16.1 Where examination of tenders reveals arithmetical or copying errors present in the documents submitted at the time of tender these shall be corrected by the Responsible Officer and details shall be recorded and maintained on the appropriate Contract file. If the correction has the effect that the tender is no longer the most competitive tender then the next tender in competitive order is to be examined and dealt with in the same way.

16.2 Where examination of tenders or checking of a priced bill or specification submitted at the Council's request after tenders have been opened reveals errors or discrepancies (other than arithmetical errors in documents submitted at the time of tender as in CPR 16.1 above) which would affect the tender figure(s) in an otherwise successful tender, the Provider is to be given details of such errors and discrepancies but no other information and afforded an opportunity of confirming or withdrawing his tender in writing. If the tenderer confirms his tender all the rates and prices on which it was based shall be adjusted (upwards or downwards) by the same percentage so as to correspond with the tender figure (corrected in

accordance with CPR 16.1 above if there was also an error or discrepancy requiring to be dealt with under that CPR).

16.3 If the Provider withdraws, the next tender in competitive order is to be examined and dealt with in the same way. Any exception to the procedure outlined above may be authorised only by the appropriate Committee after consideration of a report from the Service Manager concerned.

CPR 17 CONTRACT NEGOTIATIONS

17.1 The Responsible Officer may negotiate the contract in the manner set out in CPR 17.2 below provided the terms of the contract remain substantially unaltered;

(a) where tendering produced no tenders or inappropriate tenders, for example where the tender figure in an otherwise successful tender exceeds approved or budgeted expenditure, or where the sum has changed since tenders were invited, or
(b) where tendering was discontinued because of irregular tenders, for example because tenders fail to meet the requirements specified in the Contract documents or offer variations on them or the works, supplies or goods fail to meet the tender specification.

17.2 The Responsible Officer shall invite all tenderers to amend their tenders, in writing, in such matters (e.g. unit price, delivery, discounts or by removing elements of the specification or bill of quantities) as the Responsible Officer specifies. All negotiations shall be conducted by at least two officers, one of whom should not be otherwise involved in the contract award. The Responsible Officer shall keep a written record of all negotiations, including notes of all meetings and the names of those people present.

CPR 18 ACCEPTANCE OF TENDERS

18.1 A tender other than the lowest tender if payment is to be made by the Council or the highest tender if payment is to be received by the Council, or the tender which in the opinion of the relevant Director is the most economically advantageous to the Council (having regard to price, quality and technical considerations) shall not be accepted until the Council or relevant Committee have considered and approved a written report from the relevant Service Manager.

18.2 No Contract may be awarded unless the expenditure involved has been included in approved estimates or in capital or revenue accounts or has been otherwise approved by or on behalf of the Council.

18.3 The only exception permitted under this Procedure Rule is where works/supplies/services are ordered on grounds of extreme urgency (e.g. responding to a civil emergency). The Responsible Officer should consult with the Director of Resources and appraise him/her of the position so that as soon as practicable arrangements can be made to report the matter to Council or the relevant Committee.

18.4 No contract with a quoted value in excess of £50,000 shall be awarded until the Director of Resources has checked the Provider's financial standing and provided written confirmation that this is satisfactory for the Contract to be undertaken.

18.5 The Responsible Officer shall ensure compliance with OJEC requirements for the publication of Contract Award Notices and provide copies of the Notice(s) to the Legal Services Manager and the Director of Resources.

18.6 Details of all Contract awards exceeding £50,000 shall be forwarded to Financial Services Section for inclusion in the Council's Contracts Register as soon as possible after the award and prior to works commencing. Such notification to also include evidence of the authority to enter into the Contract.

CPR 19 NOMINATED SUB-CONTRACTORS AND SUPPLIERS

19.1 Contract Procedure Rules apply to the nomination of a sub-contractor or supplier for carrying out works or services or supplying goods or materials.

19.2 Where the estimated amount of the sub-contract or the estimated value of the goods to be supplied by the nominated supplier does not exceed £50,000 then unless in the opinion of the responsible Director there are grounds for exemption, competitive written quotations shall be sought in accordance with CPR 6.3.

19.3 Where the estimated amount of the sub-contract or the estimated value of the goods to be supplied by the nominated supplier exceeds £50,000 then unless in the opinion of the responsible Director there are grounds for exemption, tenders shall be invited in accordance with CPR 12.

19.4 Any exemption from these Procedure Rule requirements must comply with CPR 5.

CPR 20 FORM OF CONTRACT

20.1 Every Contract exceeding £50,000 in value and in any other case where the Legal Services Manager so decides, shall either be documented using an approved Standard Form of Contract or be in writing in a form approved by the Legal Services Manager and shall specify:

(a) the works or services to be performed and/or the goods or materials to be supplied;
(b) the parties to the contract including any guarantor;
(c) the price to be paid with a statement of discounts or other appropriate adjustments;
(d) the time within which the Contract is to be performed or carried out;
(e) that the Provider will not assign the Contract without the written consent of the Council;
(f) any appropriate restriction on sub-contracting by the Provider;
(g) where appropriate that the Provider will pay liquidated damages or other damages to the Council should the terms of the Contract not be properly carried out, including the method by which such damages will be calculated and the circumstances in which they will be payable;
(h) any performance bond or parent company guarantee required and the Responsible Officer shall consult with the Director of Resources and Legal Services Manager before including or excluding such a requirement in the tender documents ;
(i) that the Provider will adopt safe methods of work and comply with all other requirements of the Health and Safety at Work Act 1974;
(j) that the Council may cancel the Contract and recover any loss if the Provider, its employees, agents and sub-providers offer any reward relating to the Contract or commit any offence under the Prevention of Corruption Acts 1889 to 1916 or have given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972;
(k) that the Provider shall comply with UK Data Protection legislation and indemnify the Council in respect of the use, disclosure or transfer of personal data by the Provider, its employees, agents and sub-Providers.
(l) that the Provider shall not unlawfully discriminate within the meaning of the Race Relations Act 1976 or any comparable statutory provision relating to discrimination in employment, and shall ensure that all employees, agents and sub-contractors do not unlawfully discriminate, and shall comply with all relevant codes of practice issued by the Commission for Racial Equality, or comparable body and, so far as is practicable, operate an equal opportunities policy which complies with the practical guidance and recommendations contained in such codes of practice.

CPR 21 EXECUTION OF CONTRACTS

21.1 Contracts with a value of less than £50,000 may be signed by the relevant Director.

21.2 Every Contract which exceeds £50,000 in value shall either be signed for and on behalf of the Council by the Chief Executive or Director of Resources or be executed as a deed.

CPR 22 CONTRACT VARIATION

22.1 Where by reason of any extra or variation (other than a Contract extension under CPR 12.1(d)) it is apparent that:

(a) the tender sum is to be exceeded by 10 per cent; or
(b) the variation would extend the Contract period by more than three months or 50 per cent of the original Contract period; or
(c) if the works, services or goods to be added or deleted from the Contract are substantially different in scope

the relevant Service Manager shall report the same to the Director of Resources and Legal Services Manager.

22.2 Should further variations as set out in CPR 22.1 above arise after the Service Manager's report, these further variations shall also be reported as set out in CPR 22.1 above.

22.3 Details of all variations shall be recorded in the contract file and shall be reported to the appropriate Committee on a regular basis as part of the regular monitoring / budgetary control process ensuring compliance with Financial Regulations.

APPENDIX 1 – EU PROCUREMENT DIRECTIVES

(For information only, not forming part of the Council's adopted Contract Procedure Rules).

All Councils in the United Kingdom are required by law to comply with the EU Public Procurement Directives for the advertising and award of contracts. Under Council Directive 1999/C 379/08 (31 December 1999) thresholds for contracts awarded by the Works, Supplies and Services Directives are now measured against the Euro and Special Drawing Rights (SDR's) to take account of the new Government Procurement Agreement (GPA).

MINIMUM FINANCIAL THRESHOLDS – 1 JANUARY 2008 – 31 DECEMBER 2010

	Supplies	Services	Works
Public Sector Contracting Authorities	£139,893 (206,000 Euros)	£139,893 206,000 Euros	3,497,313 5,150,000 Euros

The full chart of values may be downloaded from the OGC website (www.ogc.gov.uk). You will need to go into the "procurement section " and then click on Procurement Policy which provides details of EC Procurement Thresholds.

NB: Special rules apply for determining the value of a Contract, for threshold purposes, in some cases; in particular:

(a) where a "single requirement" is procured under two or more separate contracts, the values of those contracts are added together;

(b) where a contract is to run for a period of more than one year (with or without an option for the Council to extend that period).

TYPES OF OJEC NOTICES

The European Commission 2001/78/EC came into force on 1 May 2002, and makes it mandatory to use standard forms of contract notices in OJEC. The mandatory use of these forms is intended to facilitate electronic procurement in line with the overall SIMAP programme. The format of the notices can be seen and completed on the SIMAP website (www.Simap.eu.int).

There are different types of notices according to the procedure adopted under the three forms of directives (services, supplies, works). These can include Open Procedure, Restricted Procedure, and Negotiated Procedure together with other forms of notices for Contract Awards and Design Contests.

TIMESCALES

These can vary depending on the procurement procedure adopted. Examples are given below:

The **OPEN PROCEDURE**, under which all those interested may respond to the advertisement in the OJEU (Official Journal of the European Union) by tendering for the contract.

Minimum time for receipt of tenders from date contract notice sent	52 days
Reduced when prior information notice **(PIN)** published (subject to restrictions) to, generally- And no less than-	36 days 22 days

The **RESTRICTED PROCEDURE**, under which a selection is made of those who respond to the advertisement and only they are invited to submit a tender for the contract. This allows purchasers to avoid having to deal with an overwhelmingly large number of tenders.

Minimum time for receipt of **requests to participate** from the date contract notice sent	37 days
Minimum time for **receipt of tenders** from the date invitation sent	40 days
Reduced when prior information notice **(PIN)** published (subject to restrictions) to, generally- And no less than-	36 days 22 days

The **ACCELERATED PROCEDURE**, where there is insufficient time to go through the open or restricted procedures, a prior contract notice may be placed justifying the use of the procedure. The use of this procedure may be challenged by the Commission and a reason for the urgency of the tender must be stated in the notice.

Minimum time for receipt of **requests to participate** from the date contract notice sent	15 days
Minimum time for **receipt of tenders** from the date invitation sent	10 days

Note: In the above examples the timescales for expressions of interest may be further reduced by 7 days (5 days for accelerated procedure) where the OJEU notice has been prepared and submitted electronically in a way that is compliant with the requirements of the Office of the Official Publications of the European Union. (Available on the myTenders.co.uk website).

Timescales for returns of tenders may be further reduced by 5 days where the authority provides for full-unrestricted electronic access to contract documents from the date of publication of the contract notice and that notice specifies the Internet address where those documents will be made available.

For help and advice on OJEC and other EU procurement issues please contact Lawson Oddie (ext. 4434) or Diane Rice (ext. 4418).