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Service

# Publication of Central Government Tenders and Contracts

Central Government transparency  
Guidance Note

Updated November 2017

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## 1. SCOPE

### **Organisational coverage**

1.1 This guidance applies to central government including departments, their agents, agencies, all Non-Departmental Public Bodies and Trading Funds and National health bodies, but excluding NHS Trusts and procurements relating to healthcare services.

### **Use of this guidance by out of scope bodies**

- 1.2 Local authorities may find the principles in this guidance useful in complying with the requirements of [The Local Government \(Transparency Requirements\) \(England\) Regulations 2015](#) and the associated [Local Government Transparency Code 2015](#).
- 1.3 Other out of scope public sector bodies may voluntarily adopt this guidance to provide greater transparency of their contracting activities.

## 2. LEGISLATIVE REQUIREMENTS & POLICY COMMITMENTS

2.1 To help achieve greater transparency in how central government spends public funds and to help deliver better value for money the Government introduced both legislative requirements and policy commitments pertaining to the publication of procurement information on Contracts Finder.

### **Legislative requirements**

2.2 Most non-devolved Contracting Authorities are covered by the [Public Contracts Regulations 2015](#). You must ensure that when you advertise or award a procurement opportunity above certain thresholds (£10,000 in Central Government<sup>1</sup>) that the notice containing certain specified information

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<sup>1</sup>As a Central Government you would be expected to either openly advertise opportunities above £10,000, or would be using existing collaborative deals such as CCS frameworks to achieve Value for Money.

is placed on [Contracts Finder](#). Guidance on these legislative requirements is available [here](#).

### **Central Government Policy Commitments**

- 2.3** In addition to the legislative requirements, there are policy commitments to publish the associated tender and contract documents in full on Contracts Finder. This applies to all contracts above £10,000, including call-offs from framework agreements. It is your responsibility to publish any call off contracts that you award above this threshold<sup>2</sup>.
- 2.4** Documents should be attached to the relevant notice:
- a. Tender documents should be attached to the opportunity notice
  - b. Contract documents should be attached to the award notice
  - c. Where an opportunity was not advertised, for example a framework call-off, the tender documents should also be attached to the award notice.
- 2.5** This commitment applies equally to domestic tenders and to tender documents issued overseas by your department or your agents. Where contracts are in languages other than English, you must ensure that an English language version is available for publication (unless exempted by prior written from the Cabinet Office). This requirement does not extend to sub-contracts unless the contracting authority is a party to the sub-contract.
- 2.6** You are responsible for communicating to your delivery bodies the commitment and this guidance note.
- 2.7** Organisations not subject to the policy commitment are:
- The Intelligence Agencies
  - Public corporations, whether financial or non-financial
  - Westminster Parliamentary bodies

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<sup>2</sup> Unless you have a managed service agreement that requires the framework owner to manage the publication on your behalf.

- Devolved Administrations in Wales, Northern Ireland and Scotland
- Wider public sector bodies.

**2.8** Where an organisation comprises a public body and a public corporation (e.g. the BBC), this commitment applies to that part which is classed as a public body.

**2.9** This document aims to help you meet these additional publication requirements and provides a consistent set of common principles as you make decisions about publication. Departments are responsible for the publication of their tender and contract documentation.

### **3. PUBLICATION OF TENDER DOCUMENTS**

#### ***General principles***

**3.1** In this context, “tender documents” refers to the information about the procurement that is issued to interested suppliers; it does not include completed responses (bids) from suppliers.

**3.2** For those tender exercises which meet this commitment’s criteria for publication you should:

- Identify early the tender documents for publication
- Establish a publication protocol which addresses the issues of exemption, redaction, document management and publication
- Use your legal, FOIA and information management teams to establish consistency in assessment and publication.

#### ***Selecting tender documents***

**3.3** You are expected to consider the transparency commitment when designing your procurement strategy and use your judgement as to which documents constitute tender documents for the purpose of this commitment. Where

applicable, you should publish the following, or the nearest equivalent, as a minimum:

- Advertisement of the requirement (e.g. Prior Indicative Notice, OJEU notice, opportunity notice)
- Specification
- Plans, e.g. site plans and other supporting documents relating to the requirement
- Invitation to Tender (ITT)/Request for Quotation, or Invitation to Participate in Dialogue
- Standard selection questionnaire (SSQ).
- Template Ts&Cs of contract.
- Estimated procurement timescales- complete & publish the template at Annex C.

### ***No tender documentation***

**3.4** There are valid procurement processes that may not need, or have, tender documentation or equivalent. For example:

- You obtain telephone quotes for the supply of commodities and then issue a purchase order.
- The authorised use of a Procurement Card.
- Framework agreements allow for direct awards and there might not be a tender document available for publication as the framework may set out the mechanisms for securing certain requirements.

**3.5** You will need to consider, in such circumstances, what information will be required to provide the public with an understanding of what is being bought, why and from whom. It may be that the documentation set available for publication only occurs once the deal has been struck and a contract agreed,

in which case the entire tendering pack can be published as an awarded opportunity.

### ***E-procurement***

- 3.6** E-procurement tools may not have or generate paper documents during the procurement. Departments will need to consider whether it is possible to provide either unrestricted, full, direct access to the actual tender documentation (or copies) used for any particular procurement.
- 3.7** In some circumstances it may not be possible to provide such documentation for reasons such as system constraints or because such publication could breach a third party's intellectual property rights. It is your responsibility to identify and resolve any issues relating to the publication of tender documents that are used in an e-procurement environment.

### ***Framework Agreements***

- 3.8** Framework owners will need to take account of the commitment to publish new contracts and:
- Ensure that the framework agreement sets out the transparency commitment and how this applies to call-offs over £10,000. It is important to explain the difference between direct awards (may not be any tender documents to publish) and mini-competitions (likely to be tender, or equivalent, documents).
- Provide departmental framework users with appropriate advice on how the commitment impacts on the call-off activity.

### ***Dynamic Purchasing Systems (DPS)***

- 3.9** The same principles apply to DPS as to frameworks. Therefore documentation used to establish the DPS must be published as well as any documentation used when calling off from the system.

### ***eMarketplace***

- 3.10** Requirements for common goods or services can be procured via the CCS [Government eMarketplace](#). This gives you access to a range of buying options. One option, electronic request for quote (Dynamic Marketplace) is a dynamic request for quote system set up to cater specifically for low complexity requirements of a value below the EU threshold. Departments using this system will need to post their tender documents to Contracts Finder.

### ***E-auctions***

- 3.11** When establishing and running the e-auction you would issue an ITT, which will be published. This will describe the e-auction and its rationale to the suppliers interested in taking part. Once the bids have been evaluated and the suppliers invited to take part in the e-auction, there will follow a cycle of electronic tendering activity, which is not suited for publishing.

### ***Limited and Single tenders***

- 3.12** If you have selected a supplier(s) for a single or limited tender process, you will need to consider the point at which the supplier(s) is formally invited to make a bid for the work. Once this invitation has been decided upon then you may well have candidate documentation for publication.

### ***Contract Extensions***

- 3.13** An extension to an existing contract may result in a new contract, which should be published under transparency commitments. Consider whether the change in contractual requirements merits publishing the Invitation to Quote (if used) as part of the transparency commitment.

### ***Re-tendering a contract requirement***

- 3.14** When re-tendering a contract, this is a *new* procurement and so departments are required to publish the related tender documentation in a manner appropriate to the procedure being used.

## **4. TIMING**

- 4.1** Timing of publication will depend on whether the procurement is being openly advertised.

### ***Open advertisement***

- 4.2** Tender documents should be published on Contracts Finder, preferably as attachments to an advertised (open) opportunity notice.

### ***Updating the documentation***

- 4.3** You may need to add additional information or revised documentation as you go through the procurement, for example, by publishing responses to clarification questions. Contracts Finder has a facility to edit a notice to enable you to add and remove attachments.

### ***Abandoning the procurement process***

- 4.4** If documents have already been posted to Contracts Finder, you should update the notice providing the reason for the abandoned status of the procurement. If you have not already posted the tender documents then there is no requirement to do so if the procurement has been abandoned.

### ***Publishing tenders relating to closed procurements***

- 4.5** When a procurement has been conducted without prior advertisement (for example when calling off from a framework agreement), we recommend that you create an “awarded opportunity” notice and attach the tender documents to the notice alongside the contract documents.

## **5. INFORMATION THAT CONSTITUTES A CONTRACT**

- 5.1** You are expected to publish contracts in full. For the purpose of this requirement, as a minimum, this must include the following (where relevant):

- Specification
- Terms and Conditions (Ts&Cs)
- Associated Schedules (which may include the winning tenderer’s bid)

Where contract specifications or associated schedules contain various diagrams (for example, in some construction contracts), you should publish these where practical (taking into account the any necessary exemptions as set out in section 6) and where the diagrams are already in an electronic format that is likely to be accessible to the public (e.g. word or pdf).

**5.2** In addition to the above, you are required to publish the completed proformas covering:

- Estimated and actual procurement timescales (i.e. the time taken from placing the contract advertisement/OJEU notice/ [or other notification of procurement] to contract award)- see Annex A.
- In line with the Government's [Spend Controls Policy](#) on consultancy expenditure, a statement<sup>3</sup> of the value to be delivered from all approved consultancy contracts of £20,000 and above, using the proforma at Annex E. On completion of the contract, the proforma should be updated with a statement of the actual value delivered.

**5.3** Arrangements to provide services between Crown bodies under, e.g. MOUs are non-contractual and therefore exempt from publication. Certain other arrangements which follow similar principles may also be exempt. Such circumstances would be limited, i.e. where a department or public body can prove that they are receiving services from another public body where:

- i. it relates to the core business of the public body and
- ii. it is not something the market could provide, so therefore
- iii. they have implemented an SLA where there is no contract and no external competition.

These arrangements would be exempt from publication. If in doubt, you should seek advice to establish the contractual status of such arrangements.

#### ***Contract amendments/ variations***

**5.4** Generally, minor variations to contracts once they have been awarded do not result in a new contract being formed between the department and the supplier. However, where the variation changes the contract significantly,

<sup>3</sup> Subject to the guidance on exemptions and redactions detailed in this document

resulting in a new contract, you are required to publish the new resulting contract, where the value of the new contract is over £10,000.

### ***Contract Extensions, retendering a contract or renegotiating a contract***

- 5.5** If a contract extension results in a new contract, then this should be published. When re-tendering a contract, this is a *new* procurement and so departments are required to publish the resulting contract. Information about the requirement to publish the resulting contract should be made clear to all potential bidders at the beginning of the procurement process. When renegotiating existing contracts with suppliers results in a new contract being formed (i.e. because any change agreed is significant enough to change the nature of the original contract), you are required to publish the new contract.

### ***Contract termination***

- 5.6** Where a contract is terminated following publication of the contract, you should update the details on Contracts Finder to explain that the contract been terminated and where possible, the reason for termination.

## **6. COMMUNICATION WITH SUPPLIERS**

- 6.1** In line with the Government's [Transparency Principles](#), you should engage in early discussions with suppliers, and in advance of any contract award, to identify the types of procurement and contracts information that can be disclosed to the public, and then to ensure publication of that information in an accessible format.
- 6.2** It is important that suppliers are aware of and understand the requirements of the transparency agenda with regard to publishing contracts and the implications this will have, so consider incorporating the text at Annex B into the relevant commercial pages of your website.

- 6.3** Transparency clauses (see section 6) for inclusion in all new government contracts were introduced in 2011. These have been incorporated into the government's [Model Services Contract](#) set out in Annex C for major services contracts and in the model Syou should draw bidders attention to the Transparency clause in your own contracts during the procurement process.
- 6.4** You should manage your suppliers' expectations around what will be published and the scope for exemptions and redactions. As part of the tendering process, when submitting their bids, suppliers should be given the opportunity to identify which pieces of information they regard as being sensitive and would not want published and the reasons why. You should not take requests to withhold data from publication into account when evaluating bids.
- 6.5** Once you have evaluated the bids and awarded the contract to the winning supplier, you should assess the information that the winning supplier has identified as being sensitive (along with the rest of the contract) against the exemptions set out by the Freedom of Information Act when considering which contractual information should/should not be published (see below) and inform them of the outcome of their assessment in terms of which information is to be published and which, if any, will be redacted. The process should be a two-way discussion to inform the redactions process.
- 6.6** You should also inform the supplier about what information the department would consider to be its confidential information and would not want published.

## 7. EXEMPTIONS AND REDACTIONS

- 7.1** Redactions of contractual text are permitted in line with the exemptions set out by the Freedom of Information Act. There are 23 grounds for possible exemptions. For example, these exemptions may include information in relation to national security, commercial confidentiality and the protection of personal data.

- 7.2** All information that constitutes a contract, as defined in section 3 of this guidance, should be published unless an exemption under the Freedom of Information Act applies and redaction can be justified.
- 7.3** The most likely exemption category to be applied would be Commercial Confidentiality. The [Transparency Principles](#) set out that the following categories of information could be reasonably withheld on the grounds of commercial confidentiality:
- a. **Pricing.** The way the supplier has arrived at the price they are charging government in a contract could normally be withheld but this should not be grounds for withholding the contract value<sup>4</sup> itself.
  - b. **Intellectual property.** Certain proprietary details of the solution that the contractor is deploying for government could be confidential. This should not be grounds for withholding performance information.
  - c. **Business plans.** Detail of how the contractor expects to yield a financial return from the service, including investment plans could normally be withheld.
- 7.4** Where an exemption under the Freedom of Information Act does not apply or if redaction cannot be justified, you should not withhold information from publication. Departments are responsible for making these assessments and the procedures for redactions will be at departments' discretion. Particular attention should be paid to reducing the risk of human error as far as possible.
- 7.5** Where you propose to rely on any particular exemption, assessments should be made using the same principles as you would for considering the disclosure of information under the Freedom of Information Act. There are two types of exemptions, 'absolute' exemptions and 'qualified' exemptions. The Freedom of Information Act sets out which exemptions are absolute and which are qualified. Where an absolute exemption applies, the relevant

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<sup>4</sup>The Public Contracts Regulations 2015 require the publication of the awarded contract value as part of the minimum information required on award for contracts over £10,000.

information to which it applies is automatically exempt from publication. Redaction of the relevant information will automatically be justified in these circumstances.

- 7.6** Where a qualified exemption applies, this does not mean that the relevant information to which it applies is automatically exempt from publication and you are therefore not entitled to automatically withhold the information from publication.
- 7.7** Once you have identified that a qualified exemption applies to certain information contained within the contract, you then need to apply the public interest test to establish whether or not the exemption is justified. If, as a result of applying this test, part of a contract is deemed to be exempt from publication, this does not automatically mean that the whole contract should be withheld, as each individual element of the contract should be assessed separately. It is only those elements of the contract to which exemptions apply and can be justified (where it is a qualified exemption) that should be withheld from publication. In some, but limited, circumstances this could result in all information from the contract being redacted and therefore withheld from publication.
- 7.8** Be aware that information, which is considered to be exempt from publication and is therefore redacted from one contract, may not be covered by an exemption, or may not need to be redacted, for another contract. It is therefore essential that you assess contracts and the information in them on a case-by-case basis and that a 'one-size-fits' all approach is not adopted.
- 7.9** Once you have established which, if any, contractual information is exempt from publication, you must redact the relevant information prior to publication. It is advised that you make a duplicate (electronic copy) of the original contract and delete the relevant information to be redacted from the duplicate copy and insert in its place a statement indicating that the text has been redacted under the exemptions set out by the Freedom of Information Act. This is the version that should be used for publication. Avoid applying

redactions to the original contract as this should be retained for departmental records.

**7.10** Further information on the FOI Act can be found [here](#).

## **8. TRANSPARENCY CLAUSE**

**8.1** Ensure that when entering into a new contract provisions are contained within the contractual terms and conditions to allow for the contract to be published. Contractual terms and conditions should be stated upfront in the tender documentation. Suggested text for and points to consider in a clause to allow for publication is at Annex C. Whilst this clause has been designed specifically for large services contracts, the principles of transparency apply equality to contracts in other sectors and lower value. This clause may be amended in consultation with your departmental lawyers.

**8.2** Where departments are using non-governmental terms and conditions, such as model contracts owned by a third party (for example, NEC, JCT and PPC 2000 model contracts) and protected by copyright owned by that third party, these should not be published. Instead, the name and edition of the form of contract must be cited together with the relevant contact point where further details can be obtained. This is to enable the public to get specific contractual information in relation to the terms and conditions. Subject to any necessary redactions in line with this guidance, departments are also required to publish any amendments that have been made to the standard form of contract.

### ***Framework agreements***

**8.3** Most current framework agreements include transparency clauses to enable the resulting call-off contracts to be published. However, when calling-off from an existing framework agreement which does not contain transparency clauses regarding publication, you would not have contractual grounds on which to publish and should actively work with your supplier to encourage

them to support the transparency commitment voluntarily- you may wish to seek advice from the department responsible for setting up and managing the framework agreement.

## 9. PUBLICATION

### *Timing*

- 9.1** Following any permitted redactions as set out in this guidance, it is advised that contracts are published with the award notice within 20 days<sup>5</sup> following the end of the standstill period, where applicable. Where the standstill period applies, contract should not be published before the standstill period expires. Where no standstill period applies, it is advised that departments publish contracts within 20 days from the award of the contract.
- 9.2** If a legal challenge to your procurement arises (or is current) during the standstill period the contract should not be signed until any outstanding legal dispute is resolved.
- 9.3** It is recommended that you manage the public's expectations by developing information for your website to explain your procurement practices and identify how and when the transparency commitments will be met.

### *Accessibility*

- 9.4** You should ensure that the tender documents are published in line with Open Data Principles. This means ensuring the documents are accessible at no more than the cost of reproduction, without limitations based on user identity or intent, and in a digital, machine-readable format under the Open Government Licence. Information published on Contracts Finder is published under an Open Government Licence. Further information about the Open Data Principles can be found [here](#).

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<sup>5</sup>Guidance on the [Public Contracts Regulations 2015](#) recommends that the award details are published no later than 90 calendar days after the contract award date.

- 9.5** In addition, the UK government is the first G7 country to have implemented the Open Contracting Data Standard (OCDS) by [publishing Contracts Finder data in OCDS format](#). The standard enables disclosure of data and documents at all stages of the contracting process. It was created to support contracting transparency, and allow deeper analysis of contracting data.
- 9.6** The Open Government Licence does not cover the use/re-use of information that Government is not authorised to license, for example information that is protected by copyright owned by the supplier. Where information contained within the contract is protected by copyright owned by the supplier, assess the information (as you would do with the rest of the contract) against the Freedom of Information Act principles to ascertain whether or not an exemption applies and can be justified after applying the public interest test. Note that where a piece of information has copyright protection, this will not automatically mean that redaction would be justified (especially if the information is already in the public domain).
- 9.7** Where information cannot be redacted under the Freedom of Information Act principles, state at the point of publication that the published contract may contain information which is protected by copyright owned by the supplier and which is not subject to the Open Government Licence and therefore the public will have no right to copy/reuse information which is protected by copyright owned by the supplier. Also make it clear that, should the public wish to copy or re-use such information, they will need to seek the necessary authorisation from the copyright owner (supplier).
- 9.8** The wider transparency agenda requires departments to advise Data.gov.uk about datasets being published for the public to access. The contract documents being published on Contracts Finder are contributing to a dataset and will be referenced on Data.gov.uk. The information requirement for this dataset has been managed centrally. Departments need not take any further action other than to notify their transparency representative that this is the case.

**ANNEX A – TEMPLATE FOR PROCUREMENT TIMESCALES**

<b>ACTUAL PROCUREMENT TIMESCALES</b>	
<b>Department/organisation</b>	
<b>Title of procurement</b>	
<b>Start date</b>	
<b>Planned date of contract award</b>	
<b>Actual date of contract award</b>	

**This publication was  
withdrawn on 24/06/2021**

## ANNEX B- SUGGESTED TRANSPARENCY WEBSITE TEXT

### *Procurement Transparency*

The government is committed to greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public procurement. These measures include:

- Requirements in the Public Contracts Regulations 2015 to publish advertised opportunities and contract awards above certain low thresholds- £10,000 in Central Government- on Contracts Finder.
- Policy commitments to publish all central government tender documents for contracts over £10,000 on Contracts Finder, with this information to be made available to the public free of charge and central government contracts over the value of £10,000 to be published in full online.
- Items of central government spending over £25,000 to be published online.
- Adoption of the Government's Transparency Principles.

**Suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new government contract, the resulting contract between the supplier and government will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.**

## **ANNEX C – STANDARD TRANSPARENCY CLAUSE**

Set out below is the Transparency clause contained in the model services contract. You may wish to simplify the clause proportionately for lower value contracts. Further guidance on the MSC is available [here](#).

### **CCS Model Services Contract Clause**

#### **22 TRANSPARENCY AND FREEDOM OF INFORMATION**

22.1 The Parties acknowledge that

- (a) the Transparency Reports; and
- (b) the content of this Agreement, including any changes to this Agreement agreed from time to time, except for –
  - (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and
  - (ii) Commercially Sensitive Information; Model Services Agreement v1.02 43 (together the “Transparency Information”) are not Confidential Information.

22.2 Notwithstanding any other provision of this Agreement, the Supplier hereby gives its consent for the Authority to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

22.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Paragraph 1 of Schedule 8.4 (Reports and Records Provisions).

22.4 If the Authority believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.

22.5 The Authority shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Supplier.

22.6 The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to clause 21.6(c)) and Open Book Data) publish such Information. The Supplier shall provide to the Authority within 5 working days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority.

22.7 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall: (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs; (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt; (c) provide the Authority with a copy of all Information held on behalf of the Authority which is requested in a Request For Information and which is in its Model Services Agreement v1.02 44 possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and (d) not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.

22.8 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

**“Commercially Sensitive Information”**

means the information (i) listed in the Commercially Sensitive Information Schedule; or (ii) notified to the Client in writing (prior to the commencement of this Agreement) which has been clearly marked as Commercially Sensitive Information comprised of information:

(a) which is provided by the Contractor to the Authority in confidence for the period set out in that Schedule or notification; and/or

(b) which constitutes a trade secret.

[Short form terms and conditions](#) for lower value contracts are also available.

This publication was  
withdrawn on 24/06/2021

## ANNEX D – PUBLISHING ON CONTRACTS FINDER

A redeveloped [Contracts Finder](#) website was launched in February 2015 alongside the Public Contracts Regulations 2015. The regulations require all UK public sector procurement opportunities and awards (above thresholds of £10,000 for central government bodies and £25,000 for wider public sector bodies) to be published on Contracts Finder.

As the single publishing portal for all public sector procurement opportunities, Contracts Finder is a critical part of delivering the government's commitments for transparency in procurement and for making it easier and more accessible for smaller businesses and voluntary or charitable organisations to do business with the public sector.

Contracts Finder allows users to view and search opportunities that are currently open to tender, pipelines of potential procurement activity and awarded contracts. It also has a facility for buyers to engage with suppliers to check interest in and define future procurement needs ('early opportunity' notices).

Guidance for buyers on how to use Contracts Finder is available from our service support team at [Contractsfinder@crownccommercial.gov.uk](mailto:Contractsfinder@crownccommercial.gov.uk)

## ANNEX E - CONSULTANCY VALUE STATEMENT

### Consultancy Value Statement

#### Introduction

Departments should publish on Contracts Finder a statement of the value to be delivered from all approved consultancy contracts of £20,000 and above, using this proforma. On completion of the contract Contracts Finder should be updated with a statement of the actual value delivered.

#### Process

Publication should be at the “Contract” stage of the procurement lifecycle. The statement should be published as a separate document attached to the published contract notice alongside the contractual documentation. Please note that publication and any exemptions to publishing should be in accordance with the policy stated in Cabinet Office guidance on the publication of contracts. Please also note that the text in bold on this template statement must be included without amendment to assist key word searching.

*[Section 1: To be completed and published at award of contract]*

#### **Consultancy Value Statement: Value to be delivered**

Name of Supplier: *[insert the name of the supplier]*

Title of contract: *[insert the name of the contract]*

Requirement Summary: *[insert a brief summary describing the consultancy requirement]*

Financial Value Statement: *[insert details of the financial/quantifiable value to be delivered by the contract as stated in the business case]*

Non-Financial Value Statement: *[insert details of any non-financial/unquantifiable value to be delivered by the contract, as stated in the business case]*

*[Section 2: To be completed and published at the end of contract]*

**Consultancy Value Statement: Actual Value Delivered**

Financial Value Statement: *[insert details of the actual financial/quantifiable value delivered by the contract, as identified as part of the end contract performance review]*

Non-Financial Value Statement: *[insert details of the actual non-financial/unquantifiable value to be delivered by the contract, as identified as part of the end contract performance review]*