

Approved by Council on [DATE]

Borough Council of
**King's Lynn &
West Norfolk**



CONTRACT STANDING ORDERS

Under Section 135, Local Government Act 1972

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Part 1 - Application

Interpretation

1. Cross reference should be made to the definitions table at Schedule 1 where required.
2. These Contract Standing Orders (“CSOs”) have been purposefully drafted so that detailed content is set out in the Schedules rather than the main body of the CSOs. Cross reference should therefore be made to the Schedules where directed.
3. References to “the Council” means the Borough Council of King’s Lynn and West Norfolk.
4. Reference is made throughout these CSOs to Above Threshold and Below Threshold procurements. This denotes above or below the WTO GPA Thresholds set out in Schedule 5. Above Threshold procurements require adherence with the full legislative regime and these CSOs. Below Threshold procurements are not so heavily regulated by the legislation but must be undertaken in accordance with these CSOs.

Purpose

5. The purpose of these CSOs is to set out the framework which applies to the carrying out of a procurement process and then subsequently awarding and managing a within scope contract for the supply of goods, services or for the execution of works.
6. These CSOs apply and must be complied with whenever the Council intends to spend money (or provide other benefits in kind) under contracts that are within scope for the supply of goods or services or for the execution of works.
7. These CSOs also satisfy section 135 of the Local Government Act 1972 which requires the Council to make standing orders in respect of contracts for the supply of goods, services and for the execution of works to secure competition and regulate the manner in which tenders are invited.
8. The Council must follow the relevant procurement legislation when undertaking a procurement process and subsequently awarding a contract for the supply of goods, services or for the execution of works. Most of the Council’s procurement and contract management activity will fall under either the PCR2015 or, from the Commencement Date, the PA23.
9. Procurements that commence (i.e. via the issue of a tender notice in Schedule 10) after the entry into force of the PA23 on the Commencement Date must be conducted by reference to the PA23 only, whilst those that were commenced under PCR2015 must continue to be procured and managed under those regulations. Any contracts awarded under the PCR2015 will continue to be managed under the PCR2015 until such a time as the contract or commercial tool (i.e. Framework, DPS) ceases to exist.

Governance Framework

10. These CSOs are part of the Council's Constitution and form an essential part of the Council's Governance Framework. They are an internal control which serve to support the Council's Best Value duty, the protection of public funds, compliance with relevant legislation and delivery of Social Value. Schedule 2 sets out a list of other parts of the Governance Framework relevant to these CSOs.

Procurement General Principles and Objectives

11. PCR 2015 procurements – principles

For all Above Threshold procurements and contracts (awarded under a Framework or DPS) commenced under and subject to the PCR2015, the Council must continue to comply with the procurement principles that underpin that legislation until such time as the contract, or commercial tool (i.e. Framework, DPS) ceases to exist, in particular the principles of equal treatment, non-discrimination, transparency, and proportionality. This includes for any modifications and requirements for subsequent notices to be published on the relevant platform.

12. PA 23 procurements – objectives

For all Above Threshold procurements and contracts (under a Framework or DM) that commence on or after the Commencement Date, the Council must:

- 12.1 not discriminate against suppliers and shall treat suppliers the same unless a difference between the suppliers justifies different treatment (in which case the Council must take all reasonable steps to ensure it does not put a supplier at an unfair advantage or disadvantage);
- 12.2 have regard to the fact that small and medium-sized enterprises may face particular barriers to participation and consider whether such barriers can be removed or reduced;
- 12.3 have regard to the National Procurement Policy Statement;
- 12.4 have regard to the importance of:
 - 12.4.1 delivering value for money;
 - 12.4.2 maximising public benefit;
 - 12.4.3 sharing information for the purpose of allowing suppliers and others to understand the Council's procurement policies and decisions; and
 - 12.4.4 acting, and being seen to act, with integrity.

13. General Principles and Objectives

Whilst the statutory principles and objectives set out at CSOs 11 & 12 apply to Above Threshold procurements only, the Council will seek to apply relevant and proportionate objectives and principles via its Procurement and Contract Management Strategy to Below

Threshold procurements as well. For all procurements and contracts irrespective of their value, the Council will also ensure they:

- 13.1 support the Council's Best Value duty;
 - 13.2 support the delivery of the Corporate Strategy;
 - 13.3 comply with all legal requirements;
 - 13.4 where relevant and proportionate, deliver Social Value.
14. These CSOs should be read in conjunction with the Council's Procurement and Contract Management Strategy for additional information on how the Council will seek to meet these principles and objectives.

Part 2 - Procurements

Contract Types

15. The contract types the Council usually procures are for goods, services or works.
16. Different procedures apply under the PA23 for the following types of contract and the P&CMT must always be consulted in relation to these prior to commencing a procurement:
- 16.1 Light-touch contracts – i.e. a contract for the supply of certain social, health, education and other public services and subject to more flexible rules under the PA23 and associated regulations.
 - 16.2 Concession contracts – i.e. a contract where the supplier receives at least part of their remuneration from users of the works or services they are providing and the contract complies with the other legal aspects of being a public concession contract.
17. Those contracts that fall within the Out of Scope Arrangements at Schedule 3 will not be covered by these CSOs but such contracts must still support the Council's Best Value duty, support the delivery of the Corporate Strategy and comply with all legal requirements.

Estimating the Contract Value and Lots

18. The contract value must be estimated before commencing a procurement to determine whether the contract is Above Threshold or Below Threshold and in turn determine which procurement method in Schedule 7 to follow. If the contract value is underestimated there is a risk of non-compliance with these CSOs and the legislative regime.
19. The contract value must be estimated in accordance with this CSO, Schedule 4 and Schedule 5. Where the estimated contract value is within 10% of a threshold set out in Schedule 5, the P&CMT must be consulted prior to commencing a procurement to determine the most appropriate procurement method.

20. If one or more quotes are returned after following the Multiple Quotes Procurement Method that exceed the relevant Internal Control Thresholds, the P&CMT must be consulted before any quote is accepted.
21. Where a contract value is unknown or cannot be estimated then the contract is to be treated as being Above Threshold and the applicable rules under these CSOs and the legislative regime must be followed.
22. The Council must not provide an unfair advantage to potential suppliers when estimating the contract value. Preliminary market engagement must be considered where the estimated contract value is not readily identifiable.
23. Once a contract value has been estimated it is necessary to determine which threshold and rules apply in accordance with WTO GPA Thresholds set out in Schedule 5 and the Internal Control Thresholds set out in Schedule 6.

Preliminary Market Engagement

24. Where relevant and proportionate to do so, preliminary market engagement is permitted and encouraged with the intention of informing the procurement process and potential suppliers.
25. Preliminary market engagement brings the contract opportunity to the attention of the market prior to the commencement of a formal procurement process and can help:
 - 25.1 develop the Council's requirements and approach to the procurement;
 - 25.2 design a procedure, conditions of participation or award criteria;
 - 25.3 prepare the tender documents;
 - 25.4 identify suppliers that may be able to supply the goods, services or works required;
 - 25.5 identify likely contractual terms; and
 - 25.6 build capacity among suppliers in relation to the contract being awarded
26. When carrying out preliminary market engagement, the Council must take steps to ensure that suppliers participating are not put an unfair advantage or disadvantage and competition in relation to the award of the contract is not otherwise distorted.
27. Preliminary market engagement must be undertaken in conjunction with the P&CMT.
28. Prior to any preliminary market engagement for an Above Threshold procurement, a pre-market engagement notice must be published.
29. Preliminary market engagement may include, events, consultations with suppliers and other forms of market research, but must not:
 - 29.1 use this phase to shortlist or pre-qualify suppliers; it is only an engagement exercise;
 - 29.2 base any specification on one supplier's capability or offering such as to distort competition;
 - 29.3 make any indication or commitment to suppliers that their capability or offering may be preferred by the Council;
 - 29.4 provide any of the Council's information to one supplier that is not available to every other supplier; or
 - 29.5 enter into negotiations about any form of delivery or price where a competitive procurement process has yet to take place.

30. Any preliminary market engagement carried out, including discussions with the market, is to be undertaken in accordance with the relevant principles and objectives set out in CSOs 11-13 above and be fully documented on file and relevant information shared as appropriate.

Authorisation

31. The appropriate authorisation and approved budget to commence the procurement, enter into a contract or extend or vary a contract must be in place under the Governance Framework.

Procurement Method

32. Different procurement methods apply depending on the estimated contract value. The different methods are as follows: Minimum Quote Process, Multiple Quote Process, Below Threshold Tender and Above Threshold Tender.
33. Full details of each procurement method are set out in Schedule 7.
34. A procurement method can be used that would apply to a higher estimated contract value where this is preferred.

Frameworks

35. Frameworks can be used to procure the supply of goods, services or for the execution of works, particularly where the Council anticipates need over a period of time but has no certainty as to the extent it may require.
36. The Council may set up its own Framework in accordance with the relevant procurement legislation.
37. Contracts based on Frameworks established under the PCR2015 need to be awarded in accordance with the rules in the PCR 2015 and the specific requirements of the relevant Framework.
38. Contracts based on Frameworks established under the PA23 need to be awarded in accordance with the rules in the PA23 and the specific requirements of the relevant Framework. The PA23 provides for both:
 - 38.1 public sector closed frameworks with a standard maximum period of 4 years; and
 - 38.2 open frameworks with a maximum period 8 years which can be opened for new suppliers to join at defined points in time.
39. The use of a Framework set up by a third party may be used where the Council is permitted to use the third party Framework and where the use of the third party Framework has been approved by the P&CMT.
40. All call-offs from a Framework must be in accordance with the terms of that Framework, and must be properly completed and recorded on the Contracts Register.

Dynamic Markets

41. DMs have been introduced under the PA23. A DM functions as a standalone qualification tool, which creates a pre-qualified pool of suppliers, that meet the specified conditions for membership for that particular DM (or part of it).
42. The Council is permitted to award an Above Threshold contract by reference to suppliers' participation in an appropriate DM when using the competitive flexible procedure. By doing so, the Council limits participation in the procurement procedure to members of that specific DM. As a DM is only relevant when awarding a contract using a competitive flexible procedure, the contract must be awarded by way of competitive tender. A DM can only be used for the award of an Above Threshold contract.
43. The P&CMT must be consulted prior to setting up a DM or seeking to procure a contract by reference to a DM.

Dynamic Purchasing Systems

44. DPSs were introduced by the PCR2015. Any DPS established under the PCR2015 must come to an end as set out when they were established, or by 23 February 2029 whichever is earlier.
45. A DPS is a procedure available for contracts for works, services and goods commonly available on the market. As a procurement tool, it has some aspects that are similar to an electronic framework agreement, but where new suppliers can join at any time. It is to be run as a completely electronic process and must be set up using the restricted procedure and some other conditions (as set out in Regulation 34, PCR 2015).
46. From the Commencement Date, a DPS cannot be used but current contracts awarded under them will continue until their expiry. The P&CMT must be consulted prior to using a DPS.

Direct Award (Exemptions)

47. Direct awards to a single supplier means there has been an absence of competition. Accordingly, they must only occur in accordance with these CSOs and where applicable, as permitted under the relevant legislative regime.
48. Direct awards can only be made in accordance with Schedule 8 (Direct Awards for Above Threshold Contracts) or Schedule 9 (Direct Awards for Below Threshold Contracts).
49. All Direct Awards must be approved by the Procurement and Contracts Manager, the relevant non-statutory Chief Officer, the Monitoring Officer and the Chief Finance Officer.

TUPE

50. The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply when an employee of the Council or of a supplier providing a service to the Council may be affected because of a change in the service provider. Where TUPE may apply, the Monitoring Officer must be consulted with a response provided before the procurement is commenced.

Specification

51. Every Multiple Quote Process and tender must have a written specification setting out a comprehensive description of the requirements of the contract including the timings of when deliverables must be met.
52. The Council must ensure the specification for contracts in Above Threshold tenders, including all references to standards and qualifications, complies with the relevant legislation on technical specifications.

Award Criteria

53. Every Multiple Quote Process and Tender will be evaluated in accordance with the award criteria set out in the procurement documents.
54. The contract award criteria may include a price-quality ratio, assessed on the basis of qualitative, environmental and/or social value aspects, linked to the subject matter of the contract in question.
55. The key requirements of the award criteria are that they:
 - 55.1 relate to the subject-matter of the contract;
 - 55.2 are sufficiently clear, measurable and specific;
 - 55.3 link with the statutory rules on technical specifications where relevant; and
 - 55.4 are a proportionate means of assessing quotes/tenders having regard to the nature, complexity and cost of the contract.
56. The P&CMT will provide recommendations on inclusion of Social Value award criteria in tenders, where this is relevant and proportionate to the nature of the contract.

Evaluating Bids and Contract Award

57. Above Threshold contracts must be awarded as follows:
 - 57.1 if procured under the PA23, then on the basis of the most advantageous tender;
 - 57.2 if procured under the PCR2015, then on the basis of the most economically advantageous tender; and
 - 57.3 if procured under the PSR23, then in consultation with the P&CMT who will advise on the legislative basis for award.
58. Below Threshold contracts and Multiple Quotes Process contracts shall be awarded on the basis of the most advantageous tender.
59. The Council will follow the framework set out in section 19 of the Procurement Act 2023 with regards to disregarding any quote or tender.
60. Any due diligence checks must be undertaken in accordance with Part 3 – Due Diligence before awarding the contract.
61. Decisions on evaluating tender bids shall be recorded, to include the identity of the decision-maker, the scores and rationale of how the evaluation criteria was applied, the reasons for the decision and any declared conflicts of interest.

62. The Council is not obliged to accept any quote or tender and may terminate any procurement process it has commenced at its own discretion and at any time before a contract is entered.
63. If a tender is submitted after the deadline for receiving tenders has passed, the Council must not accept this tender unless it can justify why it should provide different treatment to that bidder and this is approved by the Procurement and Contracts Manger, the relevant non-statutory Chief Officer and the Monitoring Officer. Any decision to accept a late tender can only be made before evaluation of the other tenders has commenced and cannot be taken where any prejudice has been caused to the other bidders over and above the additional time permitted.
64. If it is considered that a bidder has made a genuine typographical error in their tender, the Council may afford that bidder an opportunity to correct their error. However, this decision must be approved by the Procurement and Contracts Manger, the relevant non-statutory Chief Officer and the Monitoring Officer and in accordance with the principles and objectives at CSOs 11-13.

Part 3 – Due Diligence

Conflicts of Interest

65. The Council must ensure that duties relating to Conflicts of Interest under the applicable procurement legislation are met for all procurements. Specifically, for Above Threshold procurements subject to the PA23, the Council must:
 - 65.1 take all reasonable steps to identify, and keep under review any actual or potential conflicts of interest;
 - 65.2 take all reasonable steps to ensure that a conflict of interest does not put a supplier at an unfair advantage or disadvantage in relation to the procurement;
 - 65.3 where any such unfair advantage cannot be avoided or the supplier will not take steps that the Council considers are necessary in order to ensure it is not put at an unfair advantage, exclude the supplier from the procurement; and
 - 65.4 before publishing a tender notice or transparency notice for the procurement, prepare a conflicts assessment in relation to the procurement and keep this under review and revise the assessment as necessary.
66. For Above Threshold procurements and contracts subject to the PA23, the Council must also comply with the requirements in relation to conflicts assessments, namely:
 - 66.1 a conflicts assessment must be prepared prior to publishing a tender or transparency notice;
 - 66.2 a conflicts assessment must include details of the actual or potential conflict identified and any steps the Council has or will take to mitigate that conflict;
 - 66.3 where the Council is aware of circumstances that it considers are likely to cause a reasonable person to wrongly believe there to be a conflict or potential conflict, the conflicts assessment must include details of any steps the Council has taken or will take to demonstrate no such conflict or potential conflict exists;
 - 66.4 the Council must keep any conflict assessments under review and revise as necessary; and
 - 66.5 the Council must when publishing any Relevant Notice confirm that a conflicts assessment has been prepared and revised in accordance with section 83 of the PA23.

Exclusion and Debarment

67. Bidders invited to participate or those bidders that have submitted bids for tenders will be reviewed against the Debarment List after the Commencement Date.
68. An individual assessment will be made on whether the bidder must be excluded on a mandatory basis or could be excluded on a discretionary basis.
69. All decisions made in relation to exclusion & debarment are to be taken by an officer in the P&CMT.
70. If the Council decides to exclude a supplier from a procurement in accordance with the PA23, this will be notified to the appropriate authority which could result in the supplier's name being included on the publicly available Debarment List.

Due Diligence Checks

71. It is a requirement that for Above Threshold procurements, a contract award is made subject to the supplier satisfying a Financial Due Diligence Assessment. The Chief Finance Officer determines whether the supplier has satisfied the Financial Due Diligence Assessment. The Financial Due Diligence Assessment will include an appraisal of the supplier's financial capacity to perform the contract and whether appropriate risk mitigations can be put in place to address any identified issues with suppliers' financial capacity.
72. As part of due diligence checks for Above Threshold procurements, the Council may set conditions of participation but in doing so must ensure they:
 - 72.1 only relate to the supplier's legal and financial capacity and/or technical ability to perform the contract;
 - 72.2 are a relevant and proportionate means of ensuring the supplier's relevant capacity or ability, having regard to the nature, complexity and cost of the contract to be delivered; and
 - 72.3 for Above Threshold contracts, they comply with section 22 of the PA23 or regulation 58 of the PCR2015.
73. Consideration must be taken as to the necessity or otherwise around seeking a bond or parent company guarantee based on strategic risk where the estimated contract value is over £1m. If one of these forms of security is deemed a requirement then this must be specified in the published procurement documents.
74. Insurance requirements shall be proportionate to the contract value but in no case shall provide cover of less than £500,000 for a single claim event unless authorised by the Chief Finance Officer. The Council is not permitted to require insurance relating to the performance of the contract to be in place before the award of the contract.
75. Other relevant and proportionate forms of due diligence can form part of the requirements for Below Threshold procurements before contract award so long as these are specified in the published procurement documents. These requirements will not serve to restrict the submission of tenders or quotes but will be taken into account on contract award.

76. In setting due diligence requirements regard must be had to the barriers SMEs may face to participation and the Council must consider if those barriers can be removed or reduced.

Part 4 - Contracts

Contract Completion

77. Contracts shall be completed in accordance with Schedule 7.

78. Contracts can be completed using an electronic signature but only through the Council's contracted e-signature provider and certificates of completion must be retained with the contract documents.

79. All contract formalities must be concluded before the supply of goods or services or the carrying out of works begin, bar in exceptional circumstances with the written approval of the Monitoring Officer. All related parent company guarantees and/or bonds must be completed and received before the contract commences bar in exceptional circumstances with the written approval of the Monitoring Officer.

80. The officer responsible for securing signature of the contract must ensure that the person signing for the other contracting party has authority to bind it. Cases where this is uncertain must be referred to the Monitoring Officer.

Contract Extensions and Variations

81. Above Threshold contracts can only be extended or modified in accordance with the relevant procurement legislation and Schedule 8. A request to extend, vary or modify must be referred to the Monitoring Officer and the P&CMT to be authorised.

82. Below Threshold contracts can only be extended if the original contract includes an option to extend the initial term or in accordance with category 4 of Schedule 9. Authorisation must also be in place under the Governance Framework. Confirmation of the extension must be kept with the contract documents. A written variation to the contract to enable the extension must be retained with the contract documents.

83. Below Threshold contracts can only be modified where this does not substantially alter the nature of the contract. Authorisation must also be in place under the Governance Framework. A written variation to the contract must be retained with the contract documents.

Contract Management Notices

84. The Council must ensure that all notices at Schedule 10 in relation to contract management under the PA23 are complied with.

Contract Management Procedures

85. Service areas of the Council are responsible for effective contract management of all contracts in their area and shall ensure that at least one officer is designated as the

officer responsible for the management of each ongoing contract.

86. Where a contract is a corporate contract, i.e. relates to more than one service area of the Council, then the P&CMT will confirm which service area shall take primary responsibility for the management of the contract in consultation with the Monitoring Officer and relevant non-statutory chief officer.

87. Contract management involves:

87.1 monitoring performance against the procurement documents (including specification and the bid/quote) plus the contract, to include monitoring KPIs where included in the contract

87.2 production and retention of performance data where relevant and proportionate

87.3 addressing poor performance where identified

87.4 monitoring spend and forecast spend against the contract price and/or approved budget

87.5 assessing and monitoring risks

87.6 ensuring Social Value is delivered where this forms part of the contract

87.7 repeating due diligence checks where necessary

87.8 monitoring for grounds of debarment and exclusion

87.9 developing, and maintaining an effective relationship with the supplier by way of regular minuted meetings, communication and provision of feedback

87.10 consideration of any other stakeholder engagement where relevant to managing the contract

87.11 ensuring the effective ongoing administration of the contract to ensure the required outputs/outcomes are achieved to maximise benefit for the Council

87.12 seeking to achieve Best Value throughout the term of the contract, including by way of agreed modifications to the contract

87.13 to escalate disputes at the appropriate stage to the P&CMT and the Monitoring Officer

87.14 compliance with these CSOs and the relevant legislation in relation to any extensions and/or variations to a contract, which must only be undertaken in consultation with the P&CMT for contracts over £25,000.

88. The Council will require adherence to a contract management plan by suppliers where relevant and proportionate.

Review and Amendment

89. These CSOs will be reviewed annually in January by the Monitoring Officer.

90. The Monitoring Officer may make technical amendments from time to time to make these CSOs consistent with changes to the legislative frameworks or the Governance Framework, after consulting with the Chief Finance Officer and the P&CMT.

SCHEDULE 1 – DEFINITIONS

<p>“Above Threshold”</p>	<p>means, as the context requires: procurements, tenders, contracts, procedures, methods and/or processes that apply where the procurement or contract in question is at or above the WTO GPA Threshold</p>
<p>“Above Threshold Tender”</p>	<p>means the procurement process of securing competition via a tender for Above Threshold contracts in accordance with Schedule 6 and 7 of these CSOs</p>
<p>“Advertised”</p>	<p>means:</p> <p>for Below Threshold tenders:</p> <ul style="list-style-type: none"> • Under PCR2015 tenders will be advertised on the Contracts Finder and the Council’s website • Under PA23 tenders will be advertised on the Central Digital Platform and the Council’s website <p>for Above Threshold tenders:</p> <ul style="list-style-type: none"> • Under PCR2015 tenders will be advertised on the Find a Tender Service, GOV.UK Contracts Finder and the Council’s website • Under PA23 tenders will be advertised on the Central Digital Platform and the Council’s website
<p>“Below Threshold”</p>	<p>means, as the context requires: procurements, contracts, procedures, methods and/or processes that apply where the procurement or contract in question is below the WTO GPA Threshold</p>
<p>“Below Threshold Tender”</p>	<p>means the procurement process of securing competition via a tender for Below Threshold contracts in accordance with Schedule 6 and 7 of these CSOs</p>
<p>“Best Value”</p>	<p>means the duty on the Council under the Local Government Act 1999 to make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness</p>
<p>“Central Digital Platform”</p>	<p>The online system established by the UK Government Cabinet Office where tender opportunities are advertised, Notices are published and suppliers can submit core information for procurements and contracts that fall under the PA23.</p>
<p>“Chief Finance Officer”</p>	<p>Means the officer appointed by the Council under section</p>

	151 of the Local Government Act 1972 or their deputy
“Commencement Date”	means the commencement date for the new Procurement Act 2023; this being 24 February 2025 or such other extended date that central government sets;
“Conflicts of Interest”	means a situation where there is a conflict between the interests of a person acting in relation to a procurement and those of the procurement itself including the circumstances set out in Part 5 PA23;
“Constitution”	means the Council’s current constitution adopted under section 9P of the Local Government Act 2000
“Contracts Finder”	A publicly accessible online platform for the publication of procurement opportunities and awarded contracts over £25,000 established by the UK Government under PCR2015 (being replaced by the Central Digital Platform for procurements and contracts under the PA23)
“Contracts Register”	means the centralised record maintained by the Council of all contracts entered into over £5,000
“Debarment List”	means the list created by a Minister of the Crown providing details of suppliers which, following an investigation, are considered excluded or excludable suppliers;
“DM”	means a dynamic market as referred to in Part 2 of these CSOs
“DPS”	means a dynamic purchasing system as referred to in Part 2 of these CSOs
“Financial Due Diligence Assessment”	means the processes and tools used by the Council for objectively assessing evidence it requires for verifying conditions of participation for the financial capacity to perform the contract
“Find a Tender Service”	A publicly accessible online platform for the publication of Above Threshold procurement opportunities and awarded contracts established by the UK Government under PCR2015 (being replaced by the Central Digital Platform for procurements and contracts under the PA23)
“Framework”	means a contract between a contracting authority and one or more suppliers that provides for the future award of contracts by a contracting authority to the supplier or suppliers
Governance Framework	means, as the context requires, the parts of the Constitution

	and Council policies referred to at Schedule 2
“Internal Control Thresholds”	means the Council’s thresholds as set out in Schedule 6 of these CSOs
“Minimum Quote Process”	means the procurement process of obtaining at least one written quote in accordance with Schedule 6 and 7 of these CSOs
“Monitoring Officer”	means the officer appointed under section 5 of the Local Government and Housing Act 1989 or their deputy
“Multiple Quotes Process”	means the procurement process of obtaining quotes from multiple suppliers in accordance with Schedule 6 and 7 of these CSOs
“Notice(s)”	means the notices listed at Schedule 10
“P&CMT”	means the Council’s procurement and contract management team
“PA23”	means the Procurement Act 2023
“PCR2015”	means the Public Contracts Regulations 2015
“Procurement Method”	means the methods of procurement set out in Schedule 7
“PSR23”	means the Health Care Services (Provider Selection Regime) Regulations 2023
“Relevant Notice”	means the notices set out in section 83 of the PA 23 in which the Council must confirm that a conflicts assessment has been prepared and revised, namely: (a) a tender notice, (b) a transparency notice, (c) a DM notice in relation to the establishment of a DM, (d) a contract details notice relating to an Above Threshold contract, or (e) a contract change notice;
“Social Value”	means the duty under the Public Services (Social Value) Act 2012 and as set out in the Council’s Social Value Policy
“WTO GPA Threshold”	means the World Trade Organisation Government Procurement Agreement which governs the statutory thresholds for an Above Threshold contract as set out in

	Schedule 5
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SCHEDULE 2 – GOVERNANCE FRAMEWORK

These CSOs link with the following parts of the Council's published Governance Framework:

1. The approved budget
2. The Council's Annual Governance Statement issued under the Accounts and Audit Regulations 2015
3. Procurement and Contract Management Strategy
4. Financial regulations in the Constitution
5. Standing orders in the Constitution
6. Corporate Strategy
7. Anti-fraud and Corruption Strategy
8. Anti-Money Laundering Policy
9. Whistleblowing Policy
10. Risk Management Policy and Risk Management Strategy
11. Councillor's Code of Conduct
12. Officer Code of Conduct
13. Scheme of Delegation in the Constitution
14. Social Value Policy
15. Equality Policy

SCHEDULE 3 – OUT OF SCOPE ARRANGEMENTS

The following arrangements are exempted contracts and out of scope for the purposes of these CSOs except where specified:

Counterparty exempted contracts

- 1.1 Horizontal Arrangements (e.g. contracts between contracting authorities where the arrangement is intended to achieve common goals in connection with the exercise of their public functions, the arrangement is solely in the public interest and no more than 20% of the activities envisaged by the arrangement are intended to be carried out for reasons other than for the purpose of their public functions);
- 1.2 Vertical Arrangements (e.g. a contract between a contracting authority (or two or more contracting authorities acting together) with a person over which the contracting authority owner has a form of control);

Subject matter exempted contracts

- 1.3 acquisitions and disposals of land or buildings unless related to a contract for works, services or supplies;
- 1.4 a contract for the lending of money in any currency to the Council and for the provision or carrying out of an investment service or activity, or of an ancillary service, in relation to a financial instrument by an investment firm or a qualifying credit institution;
- 1.5 where the Council instructs external legal representatives to represent, advise or act on its behalf in relation to litigation, including alternative dispute resolution;
- 1.6 contracts for the purpose of research & development only;
- 1.7 contracts of employment; and
- 1.8 other exemptions referred to in Schedule 2 of the PA23 or Regulation 10 of the PCR2015.

Other contracts

In addition, the following arrangements are out of scope from these CSOs:

- 1.9 delegation of functions to another local authority under section 101 of the Local Government Act 1972
- 1.10 where the Council is providing a financial support payment to a resident or service user
- 1.11 grants the Council has awarded to third parties
- 1.12 where the Council is participating in a multi-authority procurement and another local authority is the lead partner

SCHEDULE 4 – ESTIMATING CONTRACT VALUE

These factors are to be taken into account when estimating the value of a contract:

- a. where estimating the value of two or more contracts and the goods, services or works to be supplied under those contracts could reasonably be supplied under a single contract then the Council must estimate the value of each of the contracts as including the value of all of the contracts, unless the Council has good reasons not to do so (also referred to as 'aggregation');
- b. estimate the maximum amount the Council could expect to pay under the contract including where applicable amounts already paid and which could be paid for the same nature and category of work over the foreseeable future. This could include:
 - i. the value of any goods, services or works provided by the Council under the contract other than for payment;
 - ii. amounts that would be payable if an option in the contract to supply additional goods, services or works were exercised;
 - iii. amounts that would be payable if an option in the contract to extend or renew the term of the contract were exercised;
 - iv. amounts representing premiums, fees, commissions or interest that could be payable under the contract;
 - v. amounts representing prizes or payments that could be payable to participants in the procurement.
- c. the P&CMT is to be consulted to assist in estimating future contract need in the same nature and category of the contract being valued where this is a factor in the calculation of the value of the contract (also referred to as aggregation);
- d. take into account all of the facts which are material to the estimate and available to the Council at the time it makes the estimate;
- e. treat the contract as being Above Threshold where it is not possible to estimate a contract value;
- f. calculations are to be exclusive of VAT save for contracts where the estimated value is above the WTO GPA Threshold which shall be inclusive of VAT;
- g. where the contract is one where no payment is made by the Council (e.g. a concession), estimate the value of a concession contract as the maximum amount the supplier could expect to receive under or in connection with the contract, including where applicable, amounts already received;
- h. where establishing a Framework, the Council must estimate the value of a Framework as the sum of the estimated values of all the contracts that have or may be awarded in accordance with that Framework;
- i. where the Council is the lead authority for a joint Procurement, the total value of the opportunity must also include the amount which relates to other participants;
- j. not calculate the estimated contract value in a way that is designed to avoid exceeding the WTO GPA Thresholds or Internal Control Thresholds;

Note, no contract can be 'rolling', i.e. no end date. The total length of a contract cannot exceed 10 years.

SCHEDULE 5 – WTO GPA THRESHOLDS

1. This Schedule contains the applicable WTO GPA Thresholds as of 1 January 2024. The WTO GPA Thresholds are updated every two years.
2. If VAT does not apply or a lower rate of VAT applies to the contract then this must be verified with the Chief Finance Officer before commencing the procurement.
3. WTO GPA Thresholds:

Category	Threshold Including VAT	Threshold Excluding VAT
Supplies and Services	£213,477	£177,897.50
Works Contract	£5,336,937	£4,447,447.50
Light Touch Regime	£663,540	£552,950.00
Concession Contracts	£5,336,937	£4,447,447.50
Health Care Services – PSR23	£0	£0

4. The WTO GPA Thresholds will be updated by the Monitoring Officer when there are statutory updates.

SCHEDULE 6 – INTERNAL CONTROL THRESHOLDS

ALL FIGURES ARE EXCLUDING VAT	Minimum Quote Process £	Multiple Quote Process £	Below Threshold Tender £	Above Threshold Tender £
Goods and Services	0.00 – 20,000	20,001-75,000	75,001 – up to Statutory Threshold	Statutory Threshold and above
Works Contract	0.00 - 35,000	35,001-250,000	250,001 – up to Statutory Threshold	Statutory Threshold and above
Light Touch Regime	0.00 - 35,000	35,001 – 100,000	100,001 – up to Statutory Threshold	Statutory Threshold and above
Concession Contracts	0.00 - 35,000	35,001-250,000	250,001 – up to Statutory Threshold	Statutory Threshold and above
Health Care Services - Provider Selection Regime	0.00 – 20,000	20,001-75,000	75,001 – up to 177,897.50	177,897.50 and above

SCHEDULE 7 – PROCUREMENT AND CONTRACT METHODS

	Procurement Method	Who carries out the Procurement	Who evaluates and takes decision	Record decision	Contract Options	Contract Completion	Contract Retention	Transparency
Minimum Quote Process	<p>1. A minimum of one written quote</p> <p>Received digitally or in hardcopy (to be electronically recorded)</p> <p>2 A Framework or DPS (latter for old regime only)</p>	Procuring officer	Procuring officer	Procuring Officer choice	<p>Purchase order</p> <p>OR</p> <p>Council standard contract</p> <p>OR</p> <p>Professional contract (e.g. JCT, NEC)</p> <p>OR</p> <p>Supplier contract with Monitoring Officer approval</p> <p>OR</p> <p>Bespoke contract with Monitoring Officer approval</p> <p>OR</p> <p>If Framework used then a call-off contract under the Framework agreement</p>	<p>(where purchase order not used)</p> <p>Signed by Assistant Director (can be delegated for contracts £25,000 or below)</p> <p>Hardcopy or e-signature</p> <p>OR</p> <p>If a deed then by sealing through Legal services</p>	<p>In service area shared area</p> <p>AND</p> <p>By P&CMT and Legal services (procuring officer responsibility to send a copy of written contract)</p>	<p>Spend over £500 published online</p> <p>No Notices</p> <p>Contracts Register over £5,000</p>

	Procurement Method	Who carries out the Procurement	Who evaluates and takes decision	Record decision	Contract Options	Contract Completion	Contract Retention	Transparency
Multiple Quote Process	<p>1. Request for Quotation (RFQ) At least 3 quotes sought</p> <p>RFQ to be issued by email or via the e-Procurement platform *</p> <p>2. A Framework or DPS (latter for old regime only)</p> <p>3. A Direct Award where expressly permitted under Schedule 9 of these CSOs</p>	Procuring officer with approval from a P&CMT officer of RFQ before issue where contract value over £25,001	Procuring officer with approval from a P&CMT officer before decision on successful bidder where contract value over £25,001 or where 3 quotes were not received (P&CMT may require further quotes to be obtained)	Yes	<p>Council standard contract</p> <p>OR</p> <p>Professional contract (e.g. JCT, NEC)</p> <p>OR</p> <p>Supplier contract with Monitoring Officer approval</p> <p>OR</p> <p>Bespoke contract with Monitoring Officer approval</p> <p>OR</p> <p>If Framework used then a call-off contract under the Framework agreement</p>	<p>Signed by Assistant Director (not to be delegated over £25,000)</p> <p>Hardcopy or e-signature</p> <p>OR</p> <p>If a deed then by sealing through Legal Services</p>	<p>In Service area shared area</p> <p>AND</p> <p>By P&CMT and Legal services (procuring officer responsibility to send a copy of written contract)</p>	<p>Spend over £500 published online</p> <p>Contracts Register</p> <p>No Notices</p>
Below Threshold Tender	1. Advertised Tender through a competitive tendering procedure via the e-procurement	A P&CMT officer in consultation with procuring officer	A P&CMT officer in consultation with procuring officer	Yes	<p>Council standard contract</p> <p>OR</p> <p>Professional contract</p>	<p>Signed by Executive Director <u>up to</u> £500,000 (can be delegated to</p>	<p>In Service area shared area</p> <p>AND</p> <p>By P&CMT and</p>	<p>Spend over £500 published online</p> <p>Contracts Register</p>

	Procurement Method	Who carries out the Procurement	Who evaluates and takes decision	Record decision	Contract Options	Contract Completion	Contract Retention	Transparency
	<p>platform</p> <p>2. A Framework or DPS (latter for old regime only)</p> <p>3. A Direct Award where expressly permitted under Schedule 9 of these CSO</p>				<p>(e.g. JCT, NEC)</p> <p>OR</p> <p>Supplier contract with Monitoring Officer approval</p> <p>OR</p> <p>Bespoke contract with Monitoring Officer approval</p> <p>OR</p> <p>If Framework used then a Call-off Contract under the Framework agreement</p>	<p>an Assistant Director below £250,000)</p> <p>Hardcopy or e-signature</p> <p>OR</p> <p>Sealed if £500,000 or above through Legal Services</p> <p>OR</p> <p>If under £500,000 but a Deed then by sealing through Legal</p>	Legal services	Notices
Above Threshold Tender	<p>1. Advertised Tender through a competitive tendering procedure via the e-procurement platform</p> <p>2. A Framework, DM (new regime) or DPS (old regime)</p>	P&CMT officer in consultation with procuring officer	P&CMT officer in consultation with procuring officer and relevant Portfolio Holders	Yes	<p>Council Standard Contract</p> <p>OR</p> <p>Professional contract (e.g. JCT, NEC)</p> <p>OR</p> <p>Supplier contract with Monitoring Officer</p>	<p>Signed by Executive Director <u>up to</u> £500,000 (can be delegated to an Assistant Director below £250,000)</p> <p>Hardcopy or e-signature</p>	<p>In Service area shared area</p> <p>AND</p> <p>By P&CMT and Legal services</p>	<p>Spend over £500 published online</p> <p>Contracts Register</p> <p>Notices</p>

	Procurement Method	Who carries out the Procurement	Who evaluates and takes decision	Record decision	Contract Options	Contract Completion	Contract Retention	Transparency
	3. A Direct Award where permitted under the PA23 and Schedule 8				approval OR Bespoke contract with Monitoring Officer approval OR If Framework used then a Call-off Contract under the Framework agreement	OR Sealed if £500,000 or above through Legal services OR If under £500,000 but a Deed then by sealing through Legal services		

* P&CMT will provide written certification to a service area that they are approved to use the e-Procurement platform without P&CMT's oversight. If any officer is unsure whether their service area is certified, contact P&CMT for confirmation

SCHEDULE 8 – DIRECT AWARD FOR ABOVE THRESHOLD CONTRACTS

1. Where a direct award is necessary and expressly permitted by the relevant legislation, the procurement and contract award may be undertaken without a competitive tendering procedure and must be undertaken with approval from the relevant non-statutory chief officer, Monitoring Officer, Chief Finance Officer and Procurement and Contracts Manager via an Exemption Form.
2. Under the PA23, unless otherwise stated that these notices are not required, the Council must publish the following mandatory notices when directly awarding a contract to a supplier, namely:
 - a **transparency notice** before a contract is directly awarded to inform the market that the Council intends to directly award a contract and ensure that there is transparency relating to this decision;
 - a **contract award notice** which initiates any mandatory or voluntary standstill period and must be published before the Council enters into contract; and
 - a **contract details notice** once the contract has been entered into.

No	Direct Award
1	Where a Minister of the Crown has issued published Regulations specifying identified public contracts that are to protect human, animal or plant life or health, or to protect public order or public safety.
2	The creation or acquisition of a unique work of art or artistic performance
3	Only one supplier can supply the goods, works or services due to the absence of competition for technical reasons and there are no reasonable alternatives
4	The extension or partial replacement of existing goods, services or works by the existing supplier where a change in supplier would result in receiving different or incompatible goods or services, resulting in disproportionate technical difficulties in operation or maintenance
5	Only one supplier can supply the goods, works or services because of intellectual property or other exclusive rights and there are no reasonable alternatives
6	The supply of similar goods, services or works by an existing supplier where the existing contract was awarded competitively to the existing supplier in the last five years and the tender notice for the award specifically mentioned the contracting authority's intention to use this direct award justification
7	A contract on particularly advantageous terms because the supplier is undergoing insolvency proceedings
8	The goods, services or works are strictly necessary because of extreme and unavoidable urgency and cannot be awarded in a competitive tendering procedure
9	Goods purchased on a commodity market
10	Where the contract is for the supply of user choice services, as designated by regulations and supplied for the benefit of the individual.
11	The supply of prototypes or the testing, viability research or development of other novel services
12	Switching to direct award where a competitive tendering procedure has been undertaken and no suitable tenders were received.

SCHEDULE 9 – DIRECT AWARD FOR BELOW THRESHOLD CONTRACTS

1. Direct awards for Below Threshold contracts can only be made with the approval of the relevant non-statutory chief officer, Monitoring Officer, Chief Finance Officer and Procurement and Contracts Manager via an Exemption Form.
2. The following categories of direct award apply to Below Threshold contracts:

No	Direct Award
1	<p>Where there is an immediate need to:</p> <ul style="list-style-type: none"> • protect human, animal or plant life or health • to protect public order or public safety • to protect property • to maintain the immediate functioning of a public service for which the Council is responsible. <p>In such cases the contract must only last as long as is reasonably necessary to deal with the specific immediate need</p>
2	The creation or acquisition of a unique work of art or artistic performance
3	Only one supplier can supply the goods, works or services due to the absence of competition for technical reasons and there are no reasonable alternatives
4	The extension or partial replacement of existing goods, services or works by the existing supplier where a change in supplier would result in receiving different or incompatible goods or services, resulting in disproportionate technical difficulties in operation or maintenance provided that the total estimated value of such an extension does not exceed the relevant WTO GPA Thresholds
5	Only one supplier can supply the goods, works or services because of intellectual property or other exclusive rights and there are no reasonable alternatives
6	The supply of similar goods, services or works by an existing supplier where the existing contract was awarded competitively to the existing supplier in the last five years and the tender notice for the award specifically mentioned the contracting authority's intention to use this direct award justification
7	A contract on particularly advantageous terms because the supplier is undergoing insolvency proceedings
8	The goods, services or works are strictly necessary because of extreme and unavoidable urgency and cannot be awarded in a competitive tendering procedure
9	Goods purchased on a commodity market
10	Where the contract is for the supply of user choice services, as designated by regulations and supplied for the benefit of the individual.
11	The supply of prototypes or the testing, viability research or development of other novel services
12	Switching to Direct Award where a competitive tendering procedure has been undertaken and no suitable tenders were received

Schedule 10	Notices under the PA23
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13	Special and evidenced circumstances exist that make it appropriate and beneficial to negotiate with a single firm or that a single tender be invited, for example quantifiable and significant cost and efficiency savings can be achieved through seeking an alternative route, which outweigh the legal risk of the waiver.
14	The Council would otherwise be exposed to immediate and significant financial, legal, or reputational risk that has been identified in the relevant risk register and is considered to outweigh the risk of the waiver. This must be evidenced.

Notice	Commentary
Pipeline Notice	<p>Purpose: This notice is compulsory if the Council considers it will pay more than £100 million (inclusive of VAT) under relevant contracts in the coming financial year. This notice sets out specified information about any Above Threshold contract with an estimated value of more than £2 million (inclusive of VAT), in respect of which the Council intends to publish a tender notice or transparency notice during the reporting period (18 months from the start of the financial year).</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: Within 56 days of the start of the new financial year.</p>
Preliminary Market Engagement Notice	<p>Purpose: This notice must set out that you intend to engage in or already have engaged in preliminary market engagement. Where preliminary market engagement is undertaken, this notice is compulsory for an Above Threshold contract unless the Council provides a reason for not doing so in the tender Notice. It is optional for Below Threshold tendered contracts.</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: Prior to or during preliminary market engagement.</p>
Planned Procurement Notice	<p>Purpose: May be published to advertise intention of publishing a Tender Notice. This notice will constitute a “qualifying planned procurement notice” (for the purposes of reduced tendering periods) where the notice is published in accordance with the timescales below.</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: At least 40 days but not more than 12 months before the day on which the tender Notice is published.</p>
Tender Notice	<p>Purpose: This Notice is compulsory where an Above Threshold contract is advertised as part of a competitive tendering exercise, “associated tender documents” must be provided alongside the tender Notice.</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: On commencement of the procurement – i.e. publishing a request to participate or, in the case of any competitive flexible procedure where there is no request to participate, when tenderers are invited to submit their first tender.</p>
Transparency Notice	<p>Purpose: A notice setting out that the Council intends to award an Above Threshold contract directly to a supplier.</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: Before directly awarding a contract.</p>
Procurement Termination Notice	<p>Purpose: If, following a Tender Notice or Transparency Notice, the Council decides not to award the contract, the Council must publish a Procurement Termination Notice.</p> <p>Publication: Must be published on the Central Digital Platform.</p>

	<p>Timing: As soon as reasonably practicable after deciding not to award the contract.</p>
Contract Award Notice	<p>Purpose: Sets out the Council's intention to enter into an Above Threshold or Below Threshold tendered contract.</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: Before entering into an Above Threshold contract but after providing each supplier that submitted an assessed tender their "assessment summary".</p>
Contract Details Notice	<p>Purpose: Sets out that the Council has entered into an Above Threshold contract.</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: Within 30 days of entering into the contract (or within 120 days if entering into a light touch contract).</p>
Contract Change Notice	<p>Purpose: Sets out that an Above Threshold contract (or a contract which is now become an Above Threshold contract because of the modification – known as a convertible contract) has been modified.</p> <p>This notice is not required if (1) the modification increases/decreases the value by 10% or less for a goods or services contract or 15% or less for a works contract or (2) the modification increases/decreases the term of the contract by 10% or less of the maximum period provided for on award. This exception does not apply in the case of modifications relating to novation or assignment on corporate restructuring.</p> <p>Does not apply to light touch contracts.</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: Before modifying an Above Threshold or convertible contract. May contain a voluntary standstill period.</p>
Contract Performance Notice	<p>For contracts over £5million.</p> <p>Purpose: This notice applies in three scenarios:</p> <ul style="list-style-type: none"> • where the Council has set KPIs in accordance with section 52 of the PA 23. Notice will contain information assessing performance against the KPIs and certain other information specified in regulations; • where the supplier is in breach of an Above Threshold contract resulting in total/partial termination, award of damages or a settlement agreement; or • where the Council considers the supplier is not performing the Above Threshold contract to the Council's satisfaction, has been given proper opportunity to improve performance and has failed to do so. <p>In the latter two scenarios (which do not apply to light touch contracts),</p>

	<p>a Contract Performance Notice must be published stating that the relevant provision of the PA23 applies, the circumstances giving rise to it applying and other specified information.</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: Scenario 1 - at least once in every period of twelve months during the lifecycle of the contract and on termination. Scenarios 2 and 3 – before the end of the period of 30 days beginning with the day the relevant PA23 ground first applies.</p>
Payment Compliance Notice	<p>Purpose: This notice must be published if a payment has been made under a current Above Threshold contract, or that a sum owed under a Above Threshold becomes payable. This sets out specified information about the Council’s compliance with the payment obligations (i.e. to pay within 30 days) and other specified information.</p> <p>Publication: Must be published on the central digital platform.</p> <p>Timing: Within 30 days of the last reporting period (every six months ending 31 March and 30 September).</p> <p>Note in addition to the Payment Compliance Notice, the PA23 requires that specified information on any payment of more than £30,000 (inclusive of VAT) within 30 days of the end of the quarter in which the payment was made. This does not apply to concession contracts.</p> <p>Payment Compliance Notices and the additional information requirements above do not apply to concession contracts.</p>
Contract Termination Notice	<p>Purpose: This notice must be published when an Above Threshold or Below Threshold tendered contract is terminated (this includes discharge, expiry, termination by any party, rescission or being set aside).</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: Within 30 days of the contract’s termination.</p>
Below Threshold Tender Notice	<p>Purpose: This notice sets out that the Council intends to award a notifiable Below Threshold contract (i.e. a contract with an estimated value of not less than £30,000 (inclusive of VAT)). Note, this notice is not required if the opportunity is only advertised to particular or pre-selected suppliers (i.e. quotation process).</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: Before the Council advertises to invite tenders for a notifiable below-threshold contract.</p>
Below Threshold Contract Details Notice	<p>Purpose: Sets out that the Council has entered into a notifiable below-threshold contract.</p> <p>Publication: Must be published on the Central Digital Platform.</p> <p>Timing: As soon as reasonably practicable after entering into a notifiable below-threshold contract.</p>

