

CONTRACT STANDING ORDERS (CSO's)

Rules to be followed when ~~buying~~ purchasing on behalf of the Council

Document Information and Governance

Approval and Publication

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Section 1

1. Introduction

These Contract Standing Orders ('CSOs's') set out how the Council manages its spending. They relate to the purchasing of all goods, works & services and ensure that prior to any expenditure Officers give proper consideration as to whether the purchase is required, and that Contracts are entered into in a fair, open and transparent way.

The purpose of these CSOs is to provide a structure for purchasing decisions and processes which ensure that the Council:

- (a) delivers value for money;
- (b) maximises public benefit;
- (c) shares information for the purpose of allowing suppliers and others to understand the Council's procurement policies and decision;
- (d) acts, and being seen to act, with integrity;
- (e) treats all suppliers the same;
- (f) does not put a supplier at an unfair advantage or disadvantage;
- (g) has regard to small and medium enterprises.

- (a)(h) ___ furthers its corporate objectives;
- (b)(i) ___ uses its resources efficiently and effectively;
- ~~(c)~~ obtains best value;
- (d)(j) ___ purchases or provides quality goods, services and works in a cost effective way;
- (e)(k) ___ safeguards its reputation; and
- (f)(l) ___ meets standards of good governance.

Officers who purchase on behalf of the Council are responsible for following these CSOs including all relevant policies and guidance detailed. Heads of Service are accountable for all procurement in their respective areas of responsibility and shall take appropriate action in the event of a breach of these CSOs.

The ~~Procurement and Contracts Manager~~ Head of Policy & Corporate Resources is responsible for ensuring the CSOs are up to date and reflect current law including any retained EU law. Any change in applicable law must be observed until the CSOs can be revised. If there is a conflict between applicable law and these CSOs then the law will take precedence.

Section 2

2. Statutory Requirements

2.1 These CSOs are made under section 135 of the Local Government Act 1972.

2.2 Public procurement in the UK is regulated by the Procurement Act 2023, and any associated current legislation, or the Public Contracts Regulations 2015 for any procurements undertaken prior to 28 October 2024. Public Contracts Regulations 2015 (the "PCR 2015"), which derive from the EU Public Contracts Directive 2014—this is retained law. Accordingly, the PCR 2015 continue to apply to public procurements in the UK.

2.3 Where the contract is a Covered Procurement then the Council must comply with the tendering requirements set out in the Public Contract Regulations 2015 or the Procurement Act 2023, or other legislation as applicable.

2.32.4 Where the value of the contract exceeds the relevant EU Procurement Directive Above T threshold (threshold 3 as set out in Annexes 1 and 2) then the Council must comply with all processes and procedures set out in the Procurement Act 2023, the EU tendering requirements set out in the PCR 2015.

2.42.5 For the purpose of these CSOs, a Covered Procurement is a procurement with a value above the statutory T threshold (inclusive of VAT where applicable). the EU Above T threshold means the T threshold set out within Schedule 1 of the Procurement Act 2023 the Public Contract Directive as amended from time to time for public supply contracts, public works contracts and public service contracts awarded by local authorities. The applicable statutory thresholds can be found in Annexes 1 and 2.

3. Compliance

3.1 These CSOs apply to any transaction in which the Council acquires services, goods (supplies) or works (whether or not payment is to be made by or to the Council) including all purchase orders, concessions, and contractual arrangements entered into by the Council, except for the specific types of contracts and exemptions which are listed in clause Section 4 and Section 20 below. All Officers contracting on behalf of the Council are expected to must comply with these CSOs.

3.2 All purchasing activity and resulting contracts made by, or on behalf of the Council must comply with:

a) The Council's Constitution, including Financial Regulations and relevant Council policies.

b) The Public Contract Regulations 2015

b) Procurement Act 2023, or the Public Contract Regulations 2015 for any procurements commenced prior to 28 October 2024

c) The Public Procurement (Amendment etc.) (EU Exit) Regulations 2020

c) The Utilities Contract Regulations 2016

d) The Concession Contracts Regulations 2016

- d)e) Local Government Transparency Code 2015 (rule 31)
- f) Local Government Act 1999 (Section 3; best value)
- e)g) The Public Services (Social Value) Act 2012, where applicable
- f)h) Any and all applicable statutory provisions;

- 3.3 If there is any conflict between the above, UK law takes precedence, followed by the Council's eConstitution, the National Procurement Policy Statement, any Procurement Policy Notes (PPNs) issued by the Cabinet Office, these Contract Standing Orders and any Council policies or procedures, in that order.
- 3.4 Purchase Orders must be approved and/or Contracts signed by both parties prior to any contract start date.
- 3.5 Where an Officer has deliberately disaggregated a contract to avoid a particular threshold procedure, the relevant Head of Service in collaboration with the Head of Policy & Corporate Resources, Chief Finance Officer and Head of Legal Services (or any of their deputies in their absence) Procurement and Contracts Manager will have the right to request the procurement to be cancelled.

4. Scope

- 4.1 These orders do not apply to the following items, which are managed by separate legislation and/or policies:

Type of Contract	Policy / Law which covers Contracts out of scope
Contracts for the acquisition or <u>sale lease- of any interest in</u> land and/or real estate <u>(where there is no connected delivery of services, works or goods for which the land forms part of the pecuniary interest)</u>	In accordance with the <u>l</u> ocal <u>g</u> overnment <u>a</u> ct 1972, Housing Act 1985 or any related acts or authorities. Please see CSO 20
Contracts for permanent or fixed term employment	<u>Employment Rights Act 1996 (as amended)</u> , HR / Recruitment Policies
Awarding Grants <u>(to include the allocation/award of funding obtained from central government)</u>	Each grant will be governed by its own funding procedures. These will be made available to bidders upon request. <u>Subsidy control will also need to be considered.</u> <u>e.g.</u> CIL Grant Funding – <u>LINK</u>
Where the contract relates to a financing transaction	Not subject to competition due to their nature
Works orders placed with statutory undertakers <u>(i.e. parties who perform obligations under statutory powers, for example, utility companies).</u>	Not subject to competition due to their nature

<p>Procurements that have been jointly procured by another local authority, public sector consortium or collaboration of which the Council is a party but not the Lead Authority.</p>	<p>The procurement of Contracts of this nature will be governed by the Constitution of the Contracting/lead authority.</p> <p>Internal contract sign-off thresholds will still apply; please see Section 5.6 – Procurement Thresholds and Procedures</p>
<p>Orders for goods and services placed against an established Framework that was subject to these CSO's during its set-up.</p>	<p>The establishment of the call-off Contract or Framework Agreement would have been governed by the CSO's in the first instance, as such any call offs / mini competitions ran under such agreement will have already complied with these CSO's. For Framework Agreements established prior to 28 October 2024, this would be the Public Contracts Regulations, or the Procurement Act 2023 for Framework Agreements established after this date.</p>
<p>Orders for goods, works and services placed against an established public sectors accessible framework</p>	<p>Frameworks that have been established and created for public sector use would have been governed by the PCR's Procurement Act 2023 or established prior to 28 October 2024 under the Public Contracts Regulations 2015.</p>
<p>Where goods, services or works are awarded because of an extreme and unavoidable emergency a declared emergency and authorised by the Chief Executive, Director of Corporate Services, Director of Environment, Housing and Regeneration, Head of Policy and Corporate Resources and Applied Resilience; Emergency Planning Consultants. Contracts awarded must not exceed the estimated period of recovery</p>	<p>Constitution – Appendix 2, paragraph 2.1 (iv) Part 4; Financial Planning – General</p> <p>6.10 – Expenditure may be authorised in an emergency by the Chief Finance Officer with the agreement of the Chairman of the relevant Committee and shall be reported to the next meeting of that Committee. This procedure will only be adopted if the emergency does not provide sufficient time to follow the procedure set out at 6.25</p> <p><u>2.1 (iv) The Chief Executive, Directors, and Heads of Service are empowered to take all necessary decisions in cases of emergency or urgency.</u></p>

<p><u>Contracts between the Council and a Supplier who is controlled by the Council</u></p>	<p><u>Internal contract sign-off thresholds will still apply, and a conflict assessment must still be undertaken in accordance with these Rules for both the Council and the Supplier</u></p>
<p><u>Contracts between the Council and another local authority where the aim is to achieve common objectives for the public benefit</u></p>	<p><u>Internal contract sign-off thresholds will still apply, and a conflict assessment must still be undertaken in accordance with these Rules for the Council.</u></p>
<p><u>Exempt legal services (advice and representation in connection with judicial or dispute resolution proceedings)</u></p>	<p><u>Not subject to competition due to their nature</u></p>
<p><u>Alternative dispute resolution services</u></p>	<p><u>Not subject to competition due to their nature</u></p>
<p><u>Contracts with other contracting authorities to achieve common objectives by co-operating in the public interest.</u></p>	<p><u>Referred to as Hamburg or Horizontal arrangements, provided that this is still best value for the Council</u></p>

<u>Contracts with entities that are controlled by the Council</u>	<u>Referred to as Teckal or Vertical arrangements, provided that this is still best value for the Council.</u>
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- 4.2 All other Contracts **(including Covered Procurements)** made by or on behalf of the Council must comply with these CSOs unless there is an Exemption (CSO 20) or Waiver (CSO 21).

5. Roles and Responsibilities

5.1 All officers have a duty to report breaches of the CSOs to the Chief Finance Officer or to the Head of Legal Services Monitoring Officer (or their deputies in their absence). Compliance with these CSOs is also subject to internal and external audit.

5.2 In considering how best to purchase works, goods and services, an officer ~~with responsibility for purchasing (procuring officer)~~ shall take into account wider contractual delivery opportunities and purchasing methods such as setting up or letting under framework agreements, joint procurements with other public authorities, e-procurement methods and the availability of local authority trading and charging powers under the Local Government Act 2003 and the Localism Act 2011.

5.3 The Head of Policy & Corporate Resources and Procurement and Contracts Officer Procurement and Contracts Manager / Officer ~~are~~ is responsible for:

- a) Overseeing the Council's procurement function and answering questions related to it [Head of Policy & Corporate Resources only].
- a)b) Providing expert market knowledge ensuring compliance and delivering best value.
- b)c) Ensuring Officers have the correct tools, information and guidance to deliver a compliant, cost effective and good quality contracts.
- d) Ensuring that Finance have confirmed there is adequate budget available prior to any procurement commencing
- e)e) Offering expert advice to Officers procuring within Thresholds 1, 2 & 32.
- e)f) Taking a commercial lead on all Procurements within ~~t~~Threshold 34.
- g) Updating and delivering the Procurement Strategy
- h) Proposing changes and updates to these Contract Standing Orders, for consideration by the Council's Standards and Constitution Committee

- e) Updating the Contract Standing Orders, in consultation with the Head of Legal Services.
- f) Ensuring transparency by:
 - a. Maintaining and publishing the Contract Register
 - b. Reviewing waiver submissions and maintaining Waiver log
 - c. Reviewing spend across all categories quarterly
 - ~~e~~.d. Reviewing conflict assessments with input from Legal Services and in consultation with the relevant Head of Service and/or Director and maintaining a Conflict log
- g) Embedding Ssocial Vvalue and sustainable procurement appropriately across Council expenditureprocurement activity
- h) Delivering procurement and contracts training to Officers
- i) Ensuring suppliers are aware of, and follow, the Council's 'How to do business with us' when bidding.
- m) Manage e-sourcing platform.
- ~~j~~n) Checking that adequate financial security for all Threshold 2-4 contracts is in place, via the review on procurement reports.
- k) Updating the internal and external web pages to ensure Officers, Suppliers and residents are kept informed.

5.5 Officers purchasing on behalf of the Council are responsible for:

- a) Ensuring that any Any contract in excess of £5,000 should be reported to the Procurement Officer so that the Contract Register can be updated and published accordingly.
- b) Complying with these CSOs and all relevant Council policies, including completing procurement reports;
- c) Ensuring there is adequate budget available for any purchase prior to approaching the market for quotes;
- d) Ensuring that fFor purchases within Tthreshold 1 & 2, Purchase Orders (PO) must be approved **before** the requirements are delivered to the Council.
- e) Ensuring that fFor purchases within Tthreshold 2, 3 & 4, Officers must ensure the contract is signed by both parties **before** raising a PO.
- f) Ensuring that fFor Contracts within Tthreshold 32 and & 43, Officers must ensure they have properly engaged with Llegal sServices and an appropriate level contract is to be used. Regarding Threshold 2, procuring officers should consult with Legal if they are unsure of the potential legal implications / type of contract required for the procurement.
- g) Ensuring e specifications accurately define the requirements.
- h) Ensuring cConsideration is given to equality and diversity, fraud prevention, prevention of modern day slavery, as well as Ssocial Vvalue implications.
- i) Ensuring that HR-People & OD are consulted, and the appropriate approval obtained for requirements of temporary workers or consultants outside any agreed corporate contract.

- j) Managing cContracts are to be managed within the procuring Services, either by a dedicated Contract Manager or by a nominated officer.
- k) Reporting any breaches to the Chief Finance Officer and Head of Legal Services (or their deputies in their absence) of h and j, above.
- l) Ensuring sufficient financial security is in place for the Council, with respect to the goods, services, or works they are procuring (see Section 29).

5.6 The role of the Council's operational Procurement Board is to ensure:

- a) 'Best Value' is realised through the Council's procurements and commissioning.
- b) the Council remains compliant with its Contract Standing Orders (CSOs), Procurement Strategy, and the (forthcoming) Procurement Act 2023.
- c) that any savings opportunities are realised, and avoidable costs are circumvented.
- d) the procurement governance framework remains effective and continuous improvement is achieved.
- e) Waivers are only being used in exceptional circumstances.
- f) contracts are managed effectively, and any performance issues are being addressed.
- g) procurement plans are in place with sufficient lead time for expiring contracts.

6. Purchase Orders

- 6.1 Purchase Orders (PO) should be raised within the Council's Purchasing system.
- 6.2 Invoices must be received electronically ~~clearly highlighted~~.
- 6.3 Invoices should be emailed to creditors@epsom-ewell.gov.uk for payment. To ensure prompt payment and to satisfy audit requirements, your email should include:
 - the supplier name and invoice number in the subject heading
 - the invoice as an attachment
 - your confirmation that the invoice is authorised for payment (eg "I authorise the attached invoice for payment")
 - a correct purchase order number
- 6.4 Any invoice received by the Council's Creditors that cannot be matched to a purchase order will be referred back to the budget manager, unless it falls under one of the following exemptions from purchase orders:
 1. Supplies of utility services
 2. Periodical payments (such as rates or rents)
 3. Purchase card transactions
 4. Transport and Facilities Management contracts

5. Treasury management transactions
6. Refunds and grants
7. Statutory payments to other government organisations
8. Theatre performances
9. Any order for works, goods or services with a value less than £150

7. Purchasing Cards

7.1 The Council makes use of Purchase Cards. These are effectively credit cards which are used to make small purchases in a wide range of situations. Officers who are supplied with a purchasing card must refer to the *'Purchasing Card User Guide'* *relevant section of the Council's Financial Regulations* for further information.

~~7.2 Email copies of purchase card logs remain the preferred route wherever possible. However, we will still accept paper copies where it is impractical to provide electronically by email, for example because there is a high volume of receipts required as evidence for purchases.~~

8. Temporary Staff, ~~Consultants and Professional Services~~

~~Procurement works closely with HR People & Organisation Development to manage the Council's temporary agency workforce needs. Officers must follow the Employment of Agency Workers Policy when sourcing temporary agency staff (this can be found on the staff intranet). Prior to a permanent or fixed term appointment the appropriate REC01 must be completed (except in Operational Services).~~

~~8.1~~

~~8.1 The Council has a contract for the provision of temporary agency staff via a neutral vendor service supplier. All temporary agency workforce must be sourced via this Contract in the first instance.~~

~~8.1 Where it is not possible to use this contract, a Head of Service may use an alternative "off contract" agency. This appointment must be agreed in advance with the Head of HR & OD, the role is considered specialist and a waiver completed. This ensures complete transparency of off contract temporary appointments.~~

~~8.1 Where the role is considered specialist, a specialist, a contract must be prepared and agreed with further to advice and assistance from the Legal Team.~~

~~8.1~~

~~8.1 Temporary agency staff, and other consultants or contractors, must abide by the terms of their contract with the Council and follow the Council's Constitution, Operating Framework and other applicable Codes of Conduct.~~

9. IR35

9.1 IR35 relates to off-payroll working. This is where a supplier is operating and providing services to the Council via an intermediary, such as a limited company, and were it not for that arrangement, they would be considered an employee and within IR35.

9.2 It is the responsibility of the Head of People & ODCouncil to determine if

and where IR35 applies or not and any unpaid tax can be claimed back if the Council makes the wrong decision ~~wrong~~.

9.3 If IR35 does apply the Council (or fee payer if via an agency) would be responsible for making employment tax and National Insurance deductions.

9.4 Further IR35 advice can be found via the link within Annex 3 or by contacting the [HR-Team People & OD Service](#).

10. Grants

10.1 The making of grants is not subject to these Orders. ~~You Officers~~ must follow the rules and guidance for grant-making that are available internally for each individual grant. Officers are reminded to take into account the legal requirements concerning subsidy control.

11. Social Value

11.1 The Public Services (Social Value) Act 2012 came into force on 31st January 2012. The act requires the Public Sector to consider how they can use contracts to enhance the wider wellbeing of the community. This complements existing procurement legislation and reinforces Ssocial Vvalue as part of the value for money considerations.

11.2 Social Value ~~(SV)~~ can be achieved by generating benefits to society, the economy and positive impacts to the environment and local communities via our external spend. It can be created in many ways and has wide ranging benefits.

11.3 The Social Value Act 2012 currently applies only to Covered Procurement service contracts over the EU (i.e. Above threshold - (refer to Annex 2) (£213,477) but shall be considered in all procurements where applicable. Social Vvalue forms part of a bidder's commitments at tender stage and should be tailored to the subject nature of the contract being awarded.

11.4 It is the Contract Manager's responsibility to ensure Ssocial Vvalue SV is being delivered during the life of the contract.

12. Modern Slavery

12.1 The Modern Slavery Act 2015 ("MSA") is a UK act of Parliament designed to tackle slavery and human trafficking through the consolidation of previous legislation and the introduction of new measures. Specifically, it introduces new requirements for organisations in regards with regard to their business and supply chains – and creates a criminal offence.

12.2 Modern Slavery is defined as slavery, servitude, forced or compulsory labour, human trafficking and exploitation was put in place.

~~12.2~~ For Covered procurements within threshold 3, the Council will use the declaration made by the supplier on the Central Digital Platform on all procurements. The declaration includes a section on the supplier's

~~approach to the Modern Slavery Act, slavery and human trafficking in the supply chain. use the mandatory standard supplier questionnaire (SSQ) on all its procurements which includes a section on the supplier's approach to the Modern Slavery Act, slavery and human trafficking in the supply chain.~~

13. Sustainable Procurement

- 13.1 Sustainable procurement, put simply, is the process by which an organisation meets their purchasing needs in a way that achieves value for money, on a whole life basis, whilst benefitting the organisation, its customers, the wider society and economy and protecting the environment.
- 13.2 The Council seeks to address the environmental impact of its activities. To help do this, suppliers bidding for contract opportunities will be asked, where appropriate, to demonstrate their awareness of relevant environmental issues through their own policies.
- 13.3 Typically sustainable procurement should follow the following principles:
- Sustainable procurement is the act of adopting social, economic and environmental factors alongside the typical price and quality considerations into the organisation's handling of procurement processes and procedures.
 - Sustainable procurement is not n't just about buying 'green' products. It includes planning ahead to manage demand, effective ongoing contract management and dealing with supply chain risks and impacts.
 - Incorporating sustainable procurement into our the Council's future contracts in order to facilitate a reduction in our Scope 3 (supply chain emissions).

13.4 Officers purchasing on behalf of the Council should be ~~aware of~~conversant with the Council's Climate Change Action Plan (CCAP) which incorporates single use plastic policy and the Biodiversity Action Plan. The impact of climate change should be built into procurements where appropriate.

~~13.4~~13.5 It is the Contract Manager's responsibility to ensure sustainability is being delivered during the life of the contract.

14. Reverse charge of VAT

- 14.1 The VAT reverse charge for construction came into effect on 1 March 2021. The reverse charge applies to any services related to the construction of buildings and the materials, but not to professionals' fees like those of architects, surveyors, or consultants. A reverse charge means that the recipient will be accountable for the VAT rather than the supplier.

15. Accessibility Standards

- 15.1 In 2018 the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 came into effect. This Act builds upon existing obligations under the Equality Act 2010.
- 15.2 Any procurement that will result in a public facing website where the Council or a supplier on its behalf is presenting information relating to the Council or services the Council offer, must comply with the Act and Regulations and must meet the new accessibility standards.
- 15.3 Officers must ensure that the Council's Communications Teams advice is sought.

Transparency

16. Transparency, Publication of spend, Opportunities and Awards

- 16.1 The Council is committed to displaying information that explains how its money is spent. The Local Government Transparency Code 2015 requires Local Authorities to publish any expenditure that exceeds £500 and all Contracts over £5,000. This can be found on the Council's public website.

~~Under regulations 106, 108, 110 and 112 of the PCR's, the Council has a statutory obligation to advertise Contract awards over £25,000 on Contracts Finder.~~

- ~~16.3~~ 16.2 For procurement activity to which the PCR 2015 applies, the Council's e-Sourcing Portal will automatically publish contract and award notices. For procurements over £~~30~~25,000 (but not advertised through the Council's e-Sourcing platform) must be completed and published directly on the Central Digital Platform Contracts Finder website by the Procurement and Contracts Officer.

- ~~16.4~~ 16.3 For procurement activity to which ~~Under the Procurement Act 2023 applies,~~ a Central Digital Platform replaces the Contracts Finder and Find A Tender notices and awards system. The Council's e-sourcing Portal will automatically publish opportunities on the Central Digital Platform. There are a number of mandatory notices that must be published on the central digital platform (see Annex 4). Procurement will advise on the relevant notices depending on the contract value and route to market. ~~In January 2021, Find a Tender service (FTS) was launched to replace the OJEU Contracts notices and awards system. The Council's e-Sourcing Portal automatically publishes opportunities on FTS.~~

- ~~16.5~~ 16.4 The Council has a further obligation to advertise contract opportunities and awards within Threshold ~~3-4~~ on the Central Digital Platform, FTS.

17. e-tendering

- 17.1 All procurements within Threshold 2-3 and 3-4 must be advertised via the Council's eSourcing platform. This ensures that the tender opportunity is advertised to the market in a fair and auditable way. The platform can

also be used for Threshold 2 procurements if desirable.

- 17.2 The eSourcing platform will automatically publish contract opportunity and award notices to the Central Digital Platform Contracts Finder and Find A Tender Service (FTS) ensuring the procurement exercise remains compliant.
- 17.3 Procurements using a public sector accessible framework do not require a Contracts Finder Central Digital Platform opportunity notice. Award notices will still need to be published using the Central Digital Platform website. Contracts Finder and Find a Tender Service websites.
- 17.4 eSourcing set-up, passwords, support and training can be sought from the Procurement and Contracts Officer.

18. Contract Register

- 18.1 In line with the Transparency Code 2015, the Councils has a statutory obligation to publish any spend over £500 and Contracts over £5,000 on its website. Officers who award contracts over £5,000 must inform the Procurement and Contracts Manager / Officer of each contract for the Contract Register to be updated.
- 18.2 Contract managers / owners have the responsibility to update the contract register with current and new contracts.
- 18.3 The Contract Register is published every 3-months.

19. Freedom of Information

- 19.1 In accordance with the Freedom of Information Act (FOIA) 2000 and Environmental Information Regulations (EIR) 2004, the Council has an obligation to publish specific information and to provide information to members of the public upon request. That is subject to certain disclosure exemptions such as where confidential or commercially sensitive information may be withheld.

20. Exemptions

- 20.1 These CSOs apply to all procurement undertaken by the Council unless the procurement is within Thresholds 1, 2 & 3 and falls within one of the following categories, which adopts Schedule 2 of the Procurement Act 2023:
- a) Emergency purchases Purchases due to extreme and unavoidable urgency. Emergency purchases are to be made by departments only when normal functions and operations of the Council when property, equipment, or life are endangered through unexpected circumstances and materials, services, etc., and are needed immediately. Sufficient funds must be available and signed off by the Budget Holder.

- b) Call offs from public sector accessible frameworks which have been tendered; Procuring Officers must still complete a Quick-Quote or RFQ Procurement Report.
- c) An extension to an existing Contract which contains express provision as to the extension of that Contract and provided those conditions are followed. The relevant Head of Service has the authority to agree to and sign-off the extension.
- d) the Council is acting as an agent for another organisation and is acting in accordance with that organisation's CSOs;

certain types of financial advice such as funding or financing arrangements and investment services

— employment contracts, to include and apprenticeships;

e) land contracts including acquisition and sale of land (including leases, licences and transfers) disposal or acquisition of land

e) legal advice, legal services (including but not limited to - securing legal representation, instruction of expert witnesses, certification of documents, or as ordered by a Court or Tribunal) relating to anticipated or issued judicial proceedings and/or dispute resolution. legal advice, legal services and expert witnesses certain types of legal advice relating to judicial proceedings and / or dispute resolution;

f) purchases made at public auction or of goods sold due to insolvency;

g) grants including passporting, allocation / award of funding obtained from central government of government grants to receiving organisations. Each grant will be governed by its own funding procedures, which must be followed. Subsidy control will also need to be considered.

h) vertical arrangements-the Council exercises a parent or similar control or joint control with other councils on the entity as much as it does with its own departments, and the entity carries out more than 80% of its activities for the controlling council and there is no private sector money in the entity

i) horizontal arrangements (council to council / public body co-operation) - to achieve objectives which the bodies have in common through an arrangement that is solely for the public interest and that the parties perform less than 20% of the services covered by the arrangement on the open market

ii) Any other goods/services/works falling under the definition of an "exempted contract" in the Procurement Act 2023

21. Waivers

- h) There is a variation (additional work) to an existing Contract where the variation is outside the scope of the Contract but it would be inappropriate to offer the additional work to competition. For example, Consultants when their area of expertise or existing knowledge would preclude using another.

21.1 A waiver cannot be granted retrospectively or if doing so would contravene the relevant legislation i.e. for Covered Procurement.

21.121.2 The requirement for the Council to conduct a competitive procurement process for contracts within Thresholds 21 & 32 of these CSO's may be waived in exceptional circumstances by the following officers:

1. Director of Corporate Resources or Director of Environment, Housing and Regeneration Head of Policy and Corporate Resources; and Chief Finance Officer or Chief Accountant.

21.3 A waiver cannot be granted for procurements in Threshold 3-4 as it would contravene the PCR's 2015, the Procurement Act 2023.

21.4 Officers must obtain approval for a Waiver by completing the 'Waiver Request Form' documenting the reason for which the waiver is sought, including justification and risk.

21.5 Waiver Request Forms must be completed in full and accurately describe the services needed. Forms not completed satisfactorily will be returned to the author.

21.6 All applications for waivers of these Orders must be submitted to the Procurement and Contracts Officer who will seek approval from Officers listed in 21.24.

21.7 Applications for waivers which are as a result of poor contract planning will rarely be considered genuinely exceptional.

21.8 The Procurement and Contracts Officer must maintain a log of all waivers.

Section 3

22. Permission to tender

- 22.1 For Thresholds 1, 2 & 32, Heads of Service have the authority to commence a tendering process, via email. Budget must be available within the service or finance approval must be sought in advance of authority to commence.
- 22.2 For procurements in Threshold 34, Heads of Service have the authority to commence a tendering process provided a business case for the procurement has been approved which includes financial provision and approval.
- 22.3 Where the value of the contract is in excess of £750,000, the procurement must be approved by the relevant committee prior to the commencement of the procurement process.
- 22.4 For procurements within Threshold 2, 3 & 43 Officers must complete Section A of the procurement report. This sets out budget availability, stakeholder engagement and options appraisals.
- 22.5 Existing public sector frameworks have been explored and utilised where possible for all three thresholds.

23. Contract Value Calculation

- 23.1 Prior to commencing a procurement exercise Officers must estimate the aggregate value; this will determine which threshold the procurement falls under.

23.2 The 'Contract Value' means the maximum amount the council could expect to pay (in pounds sterling) under the contract, inclusive of specified items such as Value Added Tax (VAT), the value of any goods, services or works provided other than for payment, options to renew, interest and fees,- This includes, but is not limited to installation, training, maintenance and disposal costs.

23.3 Where the council considers that two or more contracts could reasonably be supplied (e.g. providing the same goods, services or works) under a single contract it must aggregate the value of those contracts for the purposes of valuation. Officers are required to check expenditure in other service areas to see if there are similar requirements.

23.4 Where the council is unable to estimate the value of a contract, e.g. where the contract term is unknown or recurring, the council must assume that the contract will be a Covered Procurement and is above the relevant financial threshold.

estimated total aggregated value payable in pounds sterling over life of the Contract, including any extensions. This is exclusive of Value Added Tax

(VAT)

~~In respect of any consortium or joint contract, the Contract value must be the aggregate of each participating authority's requirements in estimating the contract value.~~

In respect of any consortium or joint contract, the Contract value must be the aggregate of each participating authority's requirements in estimating the contract value.

23.5 Contracts must not be purposefully underestimated or disaggregated into two or more separate contracts with the intention of avoiding the application of these Orders or the PCR's, Procurement Act 2023.

23.6 Where it is intended to package the contract into several different lots, for example based on area, or by particular types of requirements, then the Contract value shall be the total value of all of the combined lots.

~~23.2~~23.7 In the case of Concession contracts (such as where the service users as opposed to the council make payments to the contractor for use of the service) then the amount that a supplier might expect to receive as a result of the Contract must be used to determine the Contract value.

23.3 Spend with suppliers will be monitored regularly to ensure contracts are not being disproportionately awarded and exceed thresholds.

~~23.4~~23.8 In the case of Framework Agreements or Dynamic Markets-Dynamic Purchasing Systems, the contract value must be calculated to include the total estimated value, net of VAT, of all the contracts envisaged to be awarded for the total term of the Framework Agreement or the Dynamic Market Dynamic Purchasing System.

24 Declaration of Interest Conflicts of Interest

24.1 At the start of each procurement process, a Conflict of Interest Assessment must be undertaken. This must cover anyone who has a potential or perceived conflict:

- Anyone acting for or behalf of the Council who has the ability to influence a decision to award a contract under a procurement: and
- They have a personal professional or financial connection (either directly or indirectly) with a supplier participating in said procurement

For the avoidance of doubt, this includes close associates or family members.

24.2 This assessment is kept under review throughout the procurement process and is to be updated / revised at each stage of the process.

24.3 The procuring officer will expected to mitigate any potential or perceived conflicts of interest – this could be through one or more of the following: separation of duties, through the design of the procurement, sharing of

information, excluding suppliers or excluding evaluators. (insert who needs to be consulted)

24.4 ~~At any point during the procurement process, if an Officer or evaluator becomes aware that he has a direct or indirect pecuniary interest in a Contract which the Council has entered into, or proposes to enter into, their interest must be recorded within the Procurement Report. This includes interests by their close associates or family members. Officers and Council Members must comply with their respective Code of Conduct to avoid any conflict between their own interests and those of the Council. Any Officer, Council Member or consultant who has reason to believe that there is a conflict of interests in respect of a supplier should report this to the Head of Legal. At any point during the procurement process, if an Officer or Council Member becomes aware that they have a direct or indirect pecuniary interest in a contract which the Council has entered into, or proposes to enter into, their interest must be recorded within the conflict assessment. This includes interests by their close associates or family members. Failure to declare an interest by an Officer, of which the Officer is aware, is a disciplinary offence; failure to declare an interest by a Council Members, of which the Council Members is aware could amount to a breach of the Code of Conduct for Council Members or a criminal offence. Failure to declare an interest, of which the officer is aware, is a disciplinary offence.~~

25. Contract Management

25.1 It is the procuring officer's responsibility to ensure that there is a robust Contract Management plan in place that is proportionate to the scale and scope of the Contract. This should include, but is not limited to:

- a) Accountability, roles and responsibility
- b) Strong government procedures
- c) Measure and report on performance and use KPIs and data efficiently to incentivise good performance
- d) Drive continuous improvement, value for money and capture innovation
- e) Adopt and encourage mature commercial behaviours

25.1 Any extensions or variations to a Contract may only be made in accordance with the Contract and in line with advice from legal services and PCRs, Procurement Act 2023, or the Public Contracts Regulations 2015, where a procurement process has formally commenced prior to 28 October 2024.

25.2 The Procurement & Contracts Officer Councils Contract Manager should be contacted for further advice and support.

SECTION 4

26. Form of Contract

- 26.1 Contract award notification shall be issued;
- a) By the Officer leading the procurement only [and / or the Procurement & Contracts Officer.](#)
 - b) When the evaluation has been completed and Procurement report signed off.
- 26.2 For Procurements in ~~£~~Thresholds [32](#) & [43](#), Legal Services should be instructed using the Legal Instruction Form at the Officers earliest opportunity. By not doing so, your ~~P~~project may be delayed. [Advice regarding Threshold 2 procurements can also be provided by Legal if the procuring officer has legal concerns or is unsure of the legal implications related to the procurement.](#)
- 26.3 All Contracts shall:
- a) specify the goods, materials or services to be supplied and/or works to be undertaken, price to be paid, payment terms and conditions, details of any discounts or penalties, the period of the Contract and any other terms and conditions that may be agreed;
 - b) provide for the payment of liquidated damages where they are appropriate;
 - c) contain details of any security that is required by the Council; and
 - d) prohibit the Contractor from sub-Contracting or assigning all or any part of the Contract without the express consent of the Council.
 - e) Contain a copy of the tender submission;
 - f) be governed by English law;
 - g) impose requirements to hold and maintain the specified insurance cover in accordance with the provisions of clause 29.2, where appropriate;
 - h) impose requirements to comply with equalities and health and safety legislation, where appropriate;
 - i) impose requirements to comply with the Council's health and safety policy, where appropriate;
 - j) give the Council the right to cancel the Contract, and recover from the contractor the amount of any loss resulting from such cancellation, if the contractor, or any person acting on their behalf, shall have, in relation to the Contract or any other Contract with the Council:
 - (i) offered or given, directly or indirectly, any gift or consideration of any kind to any person as an inducement to do or forbear from doing anything, or as a reward for doing or forbearing from doing anything; or

(ii) committed any offence under the Bribery Act 2010, or given or offered any fee or reward receipt of which is contrary to section 117(2) of the Local Government Act 1972;

k) set out a contractual protocol for dealing with Freedom of Information Act 2000 and Environmental Information Regulations 2004 information requests and, where applicable, obligations under data protection legislation, and enabling compliance with the requirements of any applicable information publication scheme (including the Local Government Transparency Code 2015);

l) reserve rights of audit to the Council where the contractor makes payments to, or collects income on behalf of, the Council;

m) contain implied 30-day payment terms between the Council and the contractor and any associated sub-contractors;

26.4 Every Contract in excess of £100,000 must contain a comprehensive bBusiness cContinuity plan, which must be included in the relevant Service's business continuity plan. Consideration must also be given to contracts with a value lower than £100,000 if they carry significant risk to service delivery. In these cases, officers should use the Risk Management Strategy as a reference and seek advice from the Head of Policy and Corporate Resources.

26.5 — Every contract which exceeds £245,999 excluding VAT (i.e. Threshold 3 & 4 procurements)~~000~~ in value or amount and is for the provision of works, supplies or services other than at one time shall provide for adequate redress in the event of default by the contractor as agreed by the Head of Legal Services or Principal Solicitor.~~Chief Legal Officer.~~

26.6~~26.5~~

26.7~~26.6~~ Every contract over £75,000 shall:

- (i) provide for liquidated damages to be paid by the contractor where the terms of the contract are not duly performed if financial loss is likely to arise from delay in performing the contract; and
- (ii) provide that where the cost of purchasing other goods, materials or services exceed the amount which would have been payable to the contractor, this amount shall be recoverable from the contractor.

26.7 For ~~£~~Threshold ~~3~~4 contracts the right to terminate the contract where:

For all procurements commenced prior to 28 October 2024:

- (i) the contract has been subject to a substantial modification which would have required a new procurement procedure under regulation

72 Public Contract Regulations 2015 (PCR) or regulation 43 Concession Contract Regulations 2016 (CCR); the contractor has, at the time of the contract award, been in one of the situations referred to in regulation 57 PCR 2015 or regulation 38 CCR 2016 (mandatory exclusions) and should have been excluded from the procurement procedure; and

- (ii) a UK Court has declared that the contract should not have been awarded to the contractor in view of a serious breach of procurement law.

For all procurements commenced from 28 October 2024 onwards:

(a) the contracting authority considers that the contract was awarded or modified in material breach of this Act or regulations made under it;

(b) a supplier has, since the award of the contract, become an excluded supplier or excludable supplier (including by reference to an associated person);

(c) a supplier (other than an associated person) to which the supplier is sub-contracting the performance of all or part of the public contract is an excluded or excludable supplier.

Where any contract which is terminated under the Procurement Act 2023, the Council must publish a contract termination notice on the Central Digital Platform within 30 days of the termination.

27. Sealing and Signing of contracts

- 27.1 Subject to where Committee approval is required in accordance with the Financial Regulations or Terms of Reference of the relevant Committee, contracts within Threshold 1 & 2 shall be the subject of a Purchase Order, which can be approved in accordance with the Financial Regulations. If a Purchase Order is not appropriate/permitted for the relevant contractual relationship, a ~~formal~~ Contract shall ~~be required~~ take account of an appropriate level of legal advice. Heads of Service are permitted to sign the Contract.
- 27.2 Contracts within Threshold 2-3 and & 34 shall be the subject of a formal written Contract agreed in accordance with Annex 5-3 to the Constitution and under Seal if required by clause 27.3.
- 27.3 Every contract valued at £750,000 or more shall be sealed with the common seal of the Council provided the award decision has been approved by the relevant committee or officer in accordance with the terms of the constitution.
- 27.4 For all contracts under £750,000 the awarding officer may sign the contract on behalf of the Council provided the award decision has been approved by the relevant committee or officer in accordance with the terms of the constitution

28. Novation

- 28.1 Novation refers to where one of the contracting parties in the original contract is replaced by an entirely new party that assumes the rights and obligations of the original party.
- 28.2 Novation is not permitted without the express consent of the [Head of Legal Services or Principal Solicitor](#). ~~Head of Service and Legal Services.~~

29. Financial Security

- 29.1 Adequate financial security and/or a performance bond must be required for all Contracts ~~within Threshold 3~~. [Procuring Officers can contact the Head of Policy & Corporate Resources for advice on insurance.](#)
- 29.2 [For example, for a Threshold 3 or 4 procurement, The Council would likely](#) request the minimum financial cover:
- a) Employers Liability Insurance: £5,000,000
 - b) Public Liability Insurance: £10,000,000
 - c) Professional Indemnity Insurance: £1,000,000
 - d) Product Liability Insurance: Should be proportionate to the product being purchased.
- 29.3 Any variation from ~~30~~[29.2](#) must be agreed with the Head of Policy and Corporate Resources.

30. Economic and Financial Standing

- 30.1 The Councils will examine and maintain the credit report of all suppliers to gauge it's economic and financial status.

Section 5

31. Disposal of Land and Property

- 31.1 All land and property which is considered to be surplus to the Council's service requirements must be notified to the Director of Environment, Housing & Regeneration who will be responsible for the disposal or other reallocation of such land and property in accordance with the Council's Asset Management Strategy.

32. Disposal of Other Council Assets

- 32.1 Assets may be declared as being surplus to requirements by a Head of Service who shall assess the value of the assets using such expert assistance as they consider necessary and to dispose of the asset in accordance with this CSO.
- 32.2 The value of an asset shall be the estimated price for which the asset might reasonably be expected to be sold to a willing purchaser in the open market. Similar assets declared surplus to requirements at or about the same time shall be aggregated in value.
- 32.3 Assets having no realisable value or where the costs of disposal is likely to exceed the price received may be disposed of as waste provided that the assets shall be recycled wherever reasonably practical and financially viable.
- 32.4 Assets with a value of £10,000 or less may be sold for the best price possible.
- 32.5 Such assets may be advertised on internet based marketplaces (such as [eBay](#)). Where such sites are used, the Chief Finance Officer will nominate a single Council officer to be responsible for the disposal of assets using this method.
- 32.6 In the case of assets valued above £10,000, disposal shall be carried out by inviting bids for the assets through the open procedure or auction.
- 32.7 Council officers or [Council Members](#) ~~orsmembers~~ are not permitted to purchase any Council assets.
- 32.8 Assets which require secure disposal such as computers, tablets, mobile telephones and any other equipment containing personal or confidential material must be disposed of only to an approved contractor. The relevant Head of Service in the case of IT equipment, the Head of ICT, must ensure that the personal information or confidential material is destroyed and documentation confirming this must be obtained from the contractor and retained by the Council.

Where items have to be written off and disposed of the write off must be approved in accordance with the process and limits for writing-off debts in the Financial Regulations, following limits:

- ~~→ for items valued up to £10,000 the relevant Head of Service in consultation with the Chief Finance Officer;~~
- ~~→ for items valued between £10,000 and £20,000, Chief Finance Officer in consultation with the relevant committee chairman; and~~
- ~~→ for items valued over £20,000 the relevant committee.~~

33. Work for Third Parties

- 33.1 The Director of Corporate Services or Director of Environment, Housing and Regeneration within their respective services must approve the contractual arrangements for any work carried out by the Council for third parties or external bodies.

34. Partnerships

- 34.1 Partnerships with other local, public, private, voluntary and community sector organisations will be entered into subject to the approval of the relevant committee who shall agree:

- a) the terms of reference; and
- b) where appropriate, a scheme of delegation to officers to operate within the partnership.

- 34.2 Unless specifically agreed by the relevant committee, partnership arrangements shall only be entered into in accordance with the provisions of these CSOs.

- 34.3 The heads of terms for all partnership arrangements shall be approved by the relevant committee and full terms and conditions by the relevant committee and the Director of Corporate Services or Director of Environment, Housing and Regeneration within their respective services.

- 34.4 The Director of Corporate Services or Director of Environment, Housing and Regeneration within their respective services shall be responsible for ensuring that adequate arrangements for governance are set up within each partnership entered into. Such arrangements shall include provisions for arranging contracts with external bodies.

35. Review of these Contract Standing Orders

These Contract Standing Orders shall be reviewed and updated on a regular basis and when required. Save in the case of revisions to Thresholds or

otherwise arising out of a change in the law, and changes related to formatting and Annex 1, any changes to these Contract Standing Orders shall be approved and adopted by ~~the Full~~ Council. Revisions to ~~the~~ thresholds or otherwise arising out of a change in the law shall be dealt with by the ~~Monitoring Officer~~ Head of Legal Services, in consultation with the Chief Finance Officer (or their deputies in their absence) in accordance with their delegated authority. Changes to formatting and Annex 1 shall be dealt with by the Head of Policy and Corporate Resources, in consultation with the Head of Legal Services.

36. Council Members and Contracts

- 36.1 No member shall have authority to enter into any contract on behalf of the Council.

- 36.2 No member shall have authority to issue any instruction or variation to a ~~contractor~~ supplier of the Council.

Section 6 – Procurement Thresholds and Procedures

This Table provides a quick checklist and guidance for the necessary governance arrangements for authorisations when entering into contracts:

Contract Standing Orders - Procedures for Procurement - minimum requirements											
	Aggregate Value including extensions £	Advertising required	Contract Award notice required	Procurement method	Receipt of quotes	Who is authorised to carry out Procurement	Timescales	Contract Type	Who must approve the contract award	Who signs the contract on the Council's behalf	Audit trail and documentation
<u>Threshold 1</u>	<u>£0 - £9,999</u> <u>(inc. VAT: £0 - £11,999)</u>	<u>No</u>	<u>No</u>	<u>One quote / an internal exercise that evidences value for money</u>	<u>Verbal / email</u>	<u>Service officer</u>	<u>N/A</u>	<u>Purchase order / credit card</u>	<u>Budget holder</u>	<u>Budget holder</u>	<u>Quotation attached to purchase order / invoice.</u> <u>PO/receipt to be stored digitally within teams' corporate files.</u> <u>For purchases £5,000 and over complete T1 Procurement Report AND submit to Procurement for publication on Contract Register</u>
<u>Threshold 24</u>	<u>£10,000 - £24,999</u> <u>(inc. VAT: £12,000 - £29,999)</u> Quick Quote (QQ)	<u>No</u>	<u>No</u>	<u>Three (3) quotes</u> <u>* for Works contracts (1) quote is sufficient if (3) is not practicable / in the interests of Best Value</u> <u>Can use e-Sourcing portal if desired</u>	<u>Email</u>	<u>Service Officer</u>	<u>N/A</u>	<u>Purchase Order</u>	<u>Budget holder</u>	<u>Head of Service</u>	<u>Completed QQ Procurement Report.</u> <u>To be stored digitally within teams' corporate files AND submitted to Procurement.</u> <u>Publish details of all purchases / contracts with an aggregated value of over £5,000 in the Council's</u>

											Contracts Register
Threshold 23	<p>£25,000 to £213,477£171,922 [current Above Threshold value]</p> <p>(inc. VAT: £30,000 to £214,903)</p> <p>* For Works £4,298,086 [current Above Threshold value]</p> <p>(inc. VAT £5,372,608)</p> <p>Request for Quotation (RFQ)</p>	Contract s Finder*	Yes	Local tender (RFQ)	e-Sourcing platform	Service Officer	Proportionate to the value and complexity of tender	EEBC Standard / JCT (for Works) /Framework	Head of Service	<p>As per Annex 5-3 of the Constitution Operating Framework</p> <p>–</p> <p>If under seal = CEO, Directors or Head of Legal</p> <p>If under hand = CEO, Directors or Head of Service</p>	<p>Completed RFQ Procurement Report.</p> <p>To be stored <u>digitally</u> within <u>teams'</u> <u>corporate files</u> <u>AND submitted to Procurement..- drives</u></p> <p><u>Publish details of all purchases / contracts with an aggregated value of over £5,000 in the Council's Contracts Register</u></p>
Threshold 34	<p>Over £213,477 Invitation to Tender (ITT)</p> <p>Above Threshold (currently) £171,923</p> <p>(inc. VAT: £214,904)</p> <p>* For Works Above Threshold (currently) £4,298,087</p> <p>(inc. VAT:</p>	<p>Contract s Finder</p> <p>Find A Tender Service</p> <p>Central Digital Portal</p>	Yes (and provisional contract award)	Procurement Act 2023	e-Sourcing platform	Procurement team and Contracts Manager / Officer	Procurement Act 2023 Timescales	Bespoke EEBC / JCT (for Works) /Framework call-off agreement	Head of Service Head of Finance Head of Legal & Appropriate Committee	<p>Under £750k - As per Annex 5- 3 of the Constitution Operating Framework</p> <p>Over £750K – Sealed as a Deed, as per Annex 5.-3 of the Constitution Operating Framework</p>	<p>Completed ITT Procurement Report.</p> <p>To be stored within eSourcing portal <u>AND digitally with teams' corporate files.-</u></p> <p><u>Publish details of all purchases / contracts with an aggregated value of over</u></p>

	£5,372,609)												<u>£5,000 in the Council's Contracts Register</u> <u>Copy of signed contract to be sent to Legal Services</u>
	Invitation to Tender (ITT)												

~~Above Threshold (currently inc VAT) Threshold (currently~~

~~Works Above Threshold (currently inc VAT) Threshold (currently inc VAT)~~

If any Officer identified within the 'who must approve the contract' table above is unavailable, the Director of Corporate Services or Director of Environment, Housing and Regeneration within their respective area can act under delegated authority, in accordance with the scheme of delegation in Appendix 2 of the Constitution.

* RFQ (open) and advertised to the entire market. Contracts Finder opportunity and award notice to be published via eSourcing portal. RFQ (closed) – Where the opportunity is only shared with a select number of suppliers. Only a Contracts Find award notice is required to be published (within 30-days of contract award) via the Contracts Finder website.

~~**Works up to threshold:~~

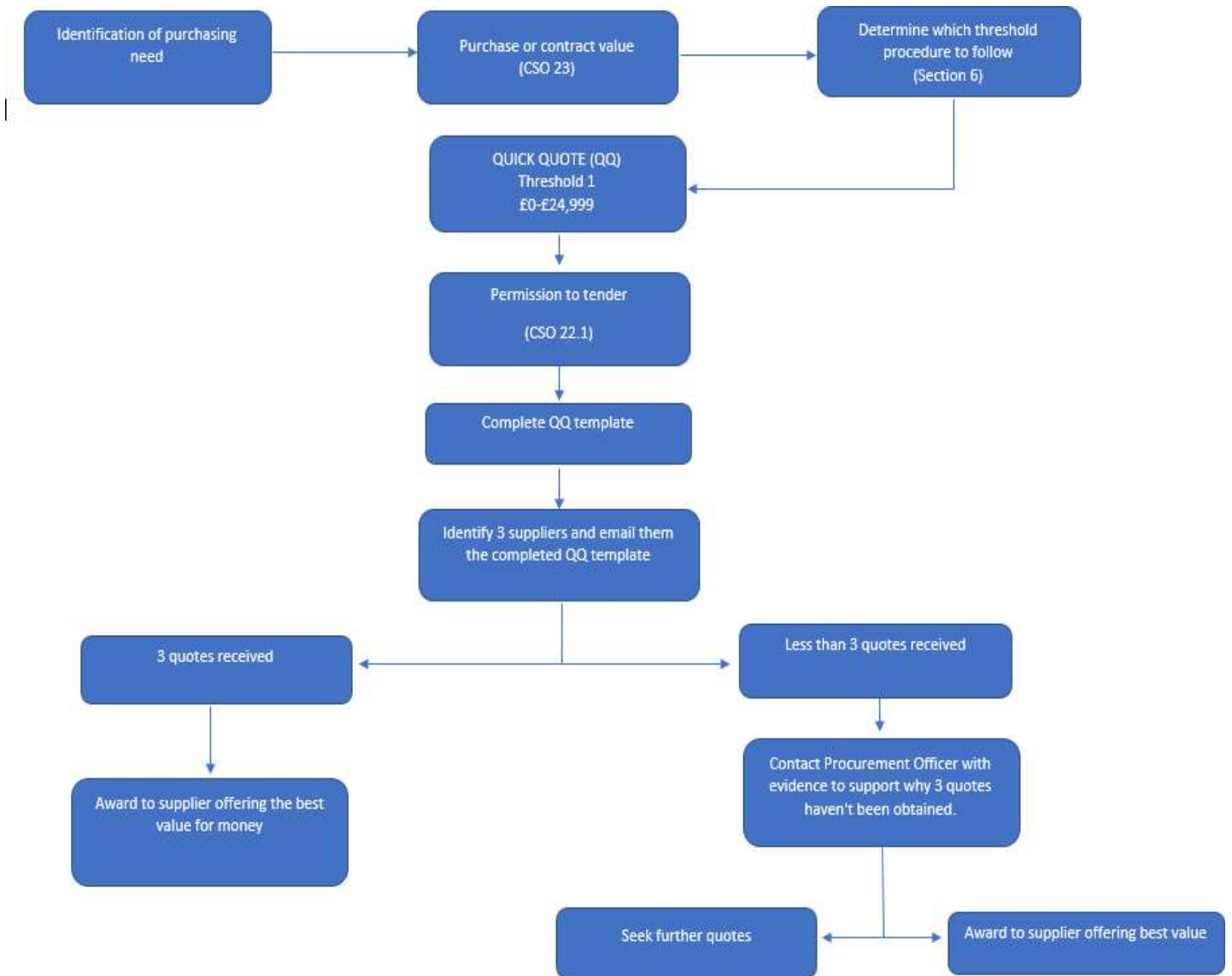
~~• Works under threshold: should follow threshold 2 route.~~

~~Works over threshold: Full tender~~

Annex 1 – Officers Process Guide

All flowcharts to be updated by Officers following S&R Committee's and Full Council's consideration of this item.

- Quick Quote (QQ)



Request for Quotation (RFQ)

Determine which threshold procedure to follow (Section 6)

Request for Quotation (RFQ) Threshold2 £25,000 - £189,329

Identification of purchasing
in-Ed

Purchase or contract value
(CSO 23)

Complete and send Instruction
(CSO27.2)

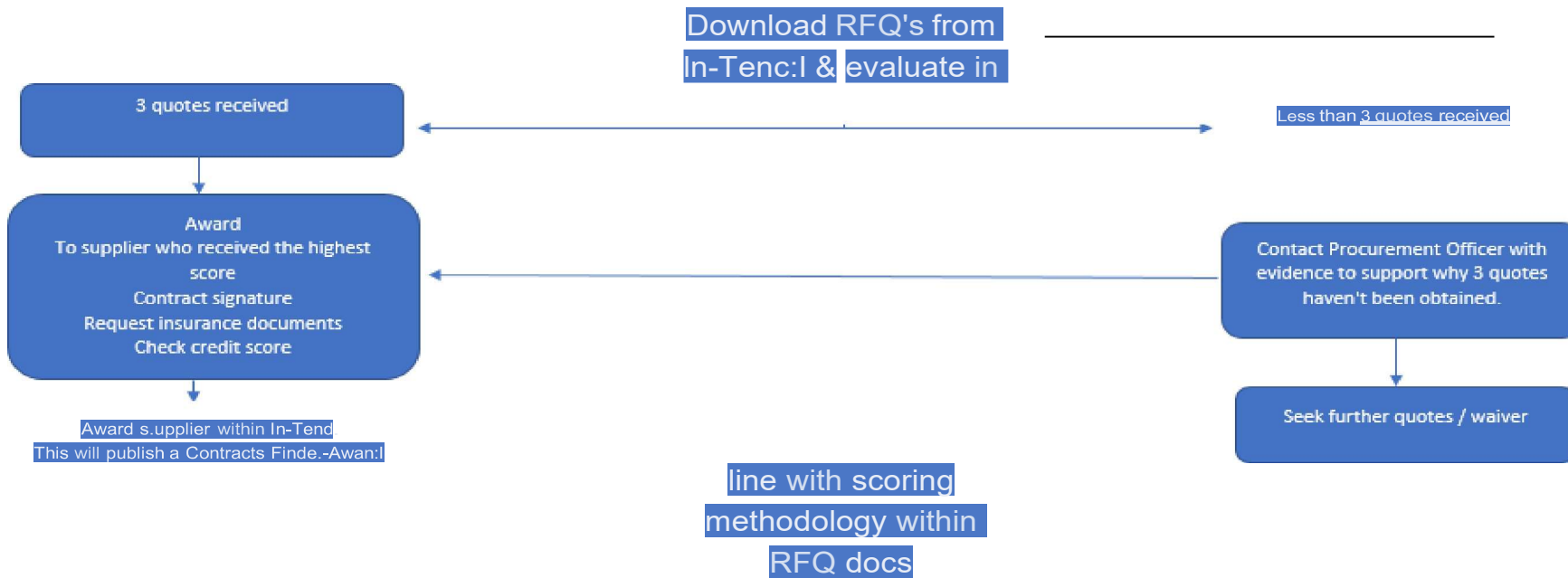
Per-mis.sion to tender
(CSO 22.1)

C

Complete RFQ template

Publish RFQ on In-Tend
Must include specification and T&C's
Automatically published to Cont.-acts Finde.-

Allow RfQ to t.j.e live on In-Tend for



Notice (CS016)

RFQ / Spec / T&C's /
Eval docs to be
stored within team
drives.

Inform Procurement
Officer so that
Contract Register
can be updated
(CSO 18)

Annex 2 – EU Procurement Directive Statutory Statutory Thresholds

The financial thresholds are inclusive of VAT and amended, generally usually, every 2 years, and the most up to date Threshold figures can be found here: [Schedule 1 to the Procurement Act 2023](#)
<https://www.ojeu.eu/thresholds.aspx>

Public Contract Regulations 2015		
Supplies and Services		
	All bodies	£213,477
Works (including subsidised Works-Contracts)		
	All Bodies	£5,336,937
The Utilities Contract Regulations		
Supplies and Services		
	All Sectors	£426,955
Works		
	All Sectors	£5,336,937
The Concession Regulations		
	Concession Regulations	£5,336,937

Annex 3 – Procurement in the UK regulations:

1. Procurement Act 2023

~~1-2.~~ National Procurement Policy Statement

~~2-3.~~ Public Contracts Regulations 2015

~~3-4.~~ The Utilities Contract Regulations 2016

~~4-5.~~ The Concession Contracts Regulations 2016

~~5-6.~~ The Public Services (Social Value) Act 2012

~~6-7.~~ The Public Procurement (Amendment etc.) (EU Exit) Regulations 2020

~~7-8.~~ Modern Slavery Act 2015

~~8-9.~~ Social Value Act 2012

~~9-10.~~ Local Government Transparency Code 2015

~~10-11.~~ Freedom of Information Act 2000

~~11-12.~~ IR35 Guidance

13. Local Government Act 1999 (Section 3; Best Value Guidance)

14. Local Government Act 1999 (Revised Best Value Guidance)

Annex 4 – NOTICES REQUIRED UNDER PA 2023

<u>Type of notice</u>	<u>Relevant provisions</u>	<u>Purpose</u>
<u>Pipeline Notice</u>	<u>s93 PA 2023 Reg. 15 Procurement Regulations 2024 (PCR 2024)</u>	<u>Mandatory annual notice setting out planned procurement over £2million for the next 18 months.</u>
<u>Preliminary Market Engagement Notice</u>	<u>s17 PA 2023 Reg. 17 PCR 2024</u>	<u>Mandatory if preliminary market engagement is undertaken.</u>
<u>Planned Procurement Notice</u>	<u>s15 PA 2023 Reg. 16 PCR 2024</u>	<u>An optional notice setting out the intention to undertake a tender exercise.</u>
<u>Tender Notice</u>	<u>s21, s87 PA 2023 Regs. 18 – 21 PCR 2024</u>	<u>Mandatory notice published inviting tenders for both Covered Procurement (s21) or an advertised contract over £30,000 (inc. VAT) (s87).</u>
<u>Dynamic Markets Notice</u>	<u>s39 PA 2023 Reg. 25 PCR 2024</u>	<u>Mandatory notice setting out the intention to set up a Dynamic Market.</u>
<u>Transparency Notice</u>	<u>s44 PA 2023 Reg. 26 PCR 2024</u>	<u>Mandatory notice setting out the intention to make a direct award.</u>
<u>Contract Award Notice</u>	<u>s50 PA 2023 Reg. 27 PCR 2024</u>	<u>Mandatory notice published on award of contract which commences the standstill period.</u>
<u>Contract Details Notice</u>	<u>s53, s87 PA 2023 Regs. 32 – 36 PCR 2024</u>	<u>Mandatory notice setting out the details when the contract is completed for the award of a Covered Procurement (s53) or a contract over £30,000 (inc. VAT) (s87).</u>
<u>Procurement Termination Notice</u>	<u>s55 PA 2023 Reg. 37 PCR 2024</u>	<u>Mandatory notice published when a decision is taken not to award a contract.</u>

<u>Contract Performance Notice</u>	<u>s52, s71 PA 2023 Reg. 39 PCR 2024</u>	<u>Mandatory notice every 12 months and on termination for contracts valued over £5million to assess performance against KPIs</u>
<u>Contract Change Notice</u>	<u>s75 PA 2023 Reg. 41 PCR 2024</u>	<u>Mandatory notice if a Covered Procurement is varied and there is an increase or decrease of the term by more than 10% or the value by more than 10% for goods and services or 15% for works.</u>
<u>Payments Compliance Notice</u>	<u>s69 PA 2023 Reg. 38 PCR 2024</u>	<u>Mandatory notice every 6 months setting out the Council's compliance with the 30 day payment term.</u>
<u>Contract Termination Notice</u>	<u>s80 PA 2023 Reg. 40 PCR 2024</u>	<u>Mandatory notice when a Covered Procurement contract is terminated.</u>